

THE COMPANIES ACT 1985

COMPANY NO. 4205366

COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS

-of -

EAGLEYE SOLUTIONS LIMITED ("the Company")

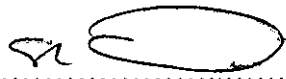
Pursuant to section 381A of the Companies Act 1985 ("the Act")

Passed on 26th June 2001

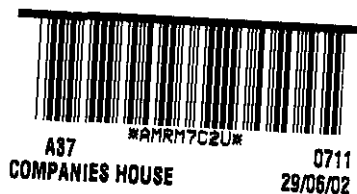
We, the undersigned Member of the above named Company, being the only member for the time being of the above named Company entitled to receive notice of and to attend and vote at a General Meeting of the Company hereby resolve as follows, such resolutions to take effect as special resolutions of the Company pursuant to section 381A of the Act.

SPECIAL RESOLUTIONS

- 1 That each of the 100,000 issued and unissued ordinary shares of £1 each in the capital of the Company be sub-divided into 10 ordinary shares of 10p each having the rights and restrictions set out in the Articles proposed to be adopted pursuant to resolution number 2 below.
- 2 That the Articles of Association set out in the document produced to the meeting marked "A" and signed by the Chairman for the purposes of identification be and they are hereby approved and adopted in substitution for the existing Articles of Association of the Company.


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Information Software Solutions plc

Dated this 26th day of June 2001



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THE COMPANIES ACT 1985
COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
of
EAGLEYE SOLUTIONS LIMITED

PRELIMINARY

1. The following regulations and (subject to their provisions) the regulations contained in Table A in the Companies (Tables A to F) Regulations 1985 ("Table A") constitute the articles of association of the Company.
2. In regulation 1 of Table A the words "and the articles" shall be deemed to be added after the words "these regulations" in each place where they occur.
3. Regulations 40, 50, 54, 64, 73 to 80 (inclusive), 87, 89, 90, 93 and 118 of Table A shall not apply to the Company.

SHARE CAPITAL

4. The share capital of the Company is £100,000 divided into 1,000,000 Ordinary Shares of 10p each.

ISSUE OF SHARES

5. Subject to the provisions of the Companies Act 1985 ("the Act") and without prejudice to any special rights conferred on the holders of any shares or class of shares, any share may be issued with such preferred, deferred or other rights or subject to such restrictions, whether in regard to dividend, return of capital, voting or otherwise, as the Company may by ordinary resolution determine and any preference share may be issued on the terms that it is, or at the option of the Company, is to be liable to be redeemed on such terms and in such manner as the Company may by special resolution determine, before the issue of the share.
6. The directors are hereby authorised to exercise all powers of the Company to allot all relevant securities (within the meaning of section 80 of the Act) up to the amount of the authorised but unissued share capital of the Company at the date of adoption of these articles. Such authority shall be unconditional and unless renewed shall expire on the date five years from the date of the adoption of these articles save that the Company may before such expiry make any offer or agreement which would or might require relevant securities to be allotted after such expiry and the directors may allot the relevant securities in pursuance of such offer or agreement accordingly. The amount of a relevant security shall in the case of a share in the Company mean its nominal amount, and in the case of a right to subscribe for or to convert any security

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into shares in the Company mean the nominal amount of shares in the Company which would be required to satisfy such right (assuming full exercise thereof).

7. Any new shares shall, before they are issued, be offered to the members holding shares of the same class on the terms that, in the case of competition, the shares so offered shall be allotted to the members accepting the offer in proportion (as nearly as may be and without increasing the number allotted to any person beyond the number applied for by him) to their existing holdings of the same class. The offer shall be made by written notice and shall specify a time (being not less than 30 days) within which the offer if not accepted will lapse. The board may allot or otherwise dispose of any shares not accepted by the members within that time to such persons and upon such terms, being no more favourable than those offered to the members, as they think fit.
8. The provisions of Article 7 shall not apply in respect of any particular allotment and issue of Shares in the following circumstances:
 - (a) the allotment and issue of the shares for non-cash consideration has been approved by an ordinary resolution of the Company passed in general meeting; or
 - (b) members holding between them shares carrying not less than 75 per cent of the votes capable of being cast at general meetings have agreed in writing to the allotment and issue of the relevant shares.
9. The Board is empowered pursuant to section 95 of the Act to allot equity securities pursuant to the authority contained in article 6 as if section 89 of the Act did not apply to any such allotment.
10. The Company may, subject to the provisions of the Act and of these articles but without prejudice to any rights attached to any existing shares:
 - (a) purchase its own shares (including any redeemable shares); and
 - (b) make a payment in respect of the redemption or the purchase of its own shares otherwise than out of distributable profits of the Company or the proceeds of a fresh issue of shares.

TRANSFER OF SHARES

11. The board may, in its absolute discretion and without assigning any reason, decline to register a transfer of any share other than a transfer in accordance with the provisions of articles 12 and 13 below.
12. Any shares in the Company may at any time be transferred:
 - (a) to a bare trustee for a member and, in the case of a share held by that member as a bare trustee for any other person, to that person or to another bare trustee for that person;
 - (b) in the case of a share not held by the member as a trustee:

- (i) to a spouse or lineal descendant (including a step-child or adopted child) of the member;
 - (ii) to trustees to be held upon a trust, discretionary or otherwise, (called "a family trust") under which the member or such spouse or lineal descendant (but no other person) is interested in the shares; or
 - (iii) in the case of a share held for the time being on a family trust, to the member or such spouse or lineal descendant who is a beneficiary under the trust and on a change of trustees, to the trustees for the time being of the trust;
- (c) in the case of a share held by a corporate member, to any company which is for the time being an associated company on terms that prior to that associated company ceasing to be such it shall transfer the relevant shares to the original corporate member or to another associated company thereof. An associated company means a company which is the subsidiary of any such holding company as such terms are defined in section 736 of the Act;
- (d) to any person with the consent in writing of members of the Company for the time being holding at least 75 per cent in nominal value of all of the shares in issue.
13. Except for transfers permitted under article 12 above, no share (or interest in a share) shall be transferred or otherwise disposed of, whether by sale or otherwise, except as provided below:
- (a) A member, or other person entitled to transfer a share registered in the name of a member, who wishes to transfer or otherwise dispose of any shares (called "the transferor") shall give a notice in writing (called a "sale notice") to the Company that he wishes to transfer the same. Every sale notice shall specify the number and class of shares which the transferor wishes to sell, the person if any to whom he wishes to transfer shares and the price which he is prepared to accept and shall constitute the Company his agent for the sale of those shares to the other members at the prescribed price ascertained in accordance with the provisions of paragraph 13(c) of this Article.
 - (b) The Company shall, within 14 days after receiving a sale notice, give written notice offering those shares to each member holding shares of the same class (other than the transferor) for purchase at the prescribed price on the terms that, in the case of competition, the shares so offered shall be sold to the persons accepting the offer in proportion (as nearly as may be and without increasing the number sold to any person beyond the number applied for by him) to their existing holdings of shares of the same class as those comprised in the sale notice and on terms that the transferor shall not be bound to sell any share unless all the shares comprised in the sale notice are accepted by one or more members. The offer made by a sale notice shall remain open for acceptance for the period (called "the offer period") expiring 30 days after (a) notice offering the shares comprised in that sale notice is given by the Company to members or (b) if later, the ascertainment of the prescribed price for the shares comprised in that sale notice. Subject to articles 14 and 16, the transferor may withdraw the offer made

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by a sale notice by written notice to the continuing members within seven days after the date the offer period commenced.

- (c) The prescribed price for the shares comprised in a sale notice shall be the price stated in that sale notice as the price which the transferor is prepared to accept, unless within 21 days after the notice offering the shares comprised in that sale notice is given by the Company to the members under article 13(b), the other members or any of them shall give written notice to the transferor that such price is unacceptable to the other members or any of them in which event the prescribed price shall be the price certified by the auditors for the time being of the Company, on the application of any member, as the fair value of the shares comprised in the sale notice as between a willing seller and a willing buyer valuing the Company on a going concern basis and on the assumption that the value attributable to the shares comprised in the sale notice is their proportionate share of the value of all the issued shares in the Company having regard to their capital and dividend rights. In so certifying, the auditors shall be deemed to be acting as experts and not as arbitrators and their certificate shall be conclusive and binding on the members. The costs and expenses relating to any such certificate given by the auditors shall be borne by the Company.
- (d) If the Company shall during the offer period find members (called "the purchasers") willing to purchase all (but not part only) of the shares comprised in a sale notice the Company shall give written notice to the transferor and the other members within seven days after the end of the offer period of the name and address of each purchaser and the number and class of shares to be purchased by him, whereupon the transferor shall be bound, upon payment of the prescribed price, to transfer to the purchasers the shares to be purchased by them respectively. The sale and purchase shall be completed at a place and time (being not less than 14 days nor more than 21 days after the expiry of the offer period) to be appointed by the directors.
- (e) If the transferor shall fail to transfer a share which he has become bound to transfer, the directors may authorise some person to execute on his behalf a transfer of the share to the purchaser and may receive the purchase money and shall thereupon register the purchaser as the holder of the share and issue to him a certificate for the same, whereupon the purchaser shall become indefeasibly entitled thereto. The transferor shall be bound to deliver to the Company his certificate for the share and the Company shall, on delivery of the certificate, pay to the transferor the purchase money, without interest, and shall issue to him a certificate for the balance of any shares comprised in the certificate so delivered which the transferor has not become bound to transfer.
- (f) If the Company shall not during the offer period find purchasers willing to purchase all the shares comprised in a sale notice or if, through no default of the transferor, the purchase of any shares shall not be completed within seven days after the date appointed for the purpose by the directors, the transferor will be entitled (subject to the directors' power to refuse registration of a transfer) at any time within 90 days after the expiry of the offer period:
 - (i) to sell all (but not part only) of the shares comprised in that sale notice to the person named in the sale notice as the intended purchaser; or

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- (ii) to sell to those of the purchasers who have accepted the offer made by the sale notice the number of shares in respect of which they have accepted the offer and retain the said remaining shares;

provided that the sale shares shall be sold at a price not less than the prescribed price (without any deduction, rebate or allowance).

- (g) If the transferor sells part only of the shares comprised in a sale notice in accordance with paragraph 13(f)(ii) of this article or if at the expiry of the 90-day period specified in paragraph 13(f) of this article the transferor has been unable to sell any of the shares comprised in the sale notice then the sale notice shall be deemed to have been withdrawn by the transferor in respect of the shares not sold by the transferor.

14. Where any member shall cease to be the beneficial owner of any shares or shall die or shall become bankrupt or, in the case of a corporate member, shall go into liquidation, then that member, the executors or administrators of his estate or, as the case may be, his trustee in bankruptcy or (in the case of a corporate member) its liquidator, shall, unless the remaining members shall unanimously agree otherwise or unless the person entitled to the beneficial interest in such shares is a person to whom a transfer may be made pursuant to the provisions of article 12, serve a sale notice in respect of all the shares registered in the name of that member and there shall be no right to withdraw such a sale notice.

15. Where any member to whom shares have been transferred in accordance with article 12(b)(ii) shall cease to hold the shares upon a family trust or where any member to whom shares have been transferred in accordance with article 12(b)(iii) shall cease to be an associated company of the original corporate member, then that member to whom shares have been so transferred shall, unless the continuing members unanimously agree otherwise, serve a sale notice in respect of all the shares registered in the name of that member.

16. Any member who is an employee of the Company or any subsidiary company and/or any member to whom shares have been transferred by such member under article 12(a) or (b) shall, unless remaining members holding not less than 75 per cent in nominal value of the ordinary shares unanimously agree otherwise, serve a sale notice in respect of all the shares registered in his or her name and the prescribed price shall be the value of such shares determined according to paragraph (c) of article 13, if at any time after the date of adoption of these articles that member leaves the employment of the Company or, where relevant, of any subsidiary of the Company unless that member has left such employment (i) in circumstances which would give him a valid claim for wrongful dismissal and proceedings are commenced against the Company within one month of such dismissal, (ii) of his own accord after the expiry of notice given by that member in accordance with his contract of employment, or (iii) upon notice given by the Company under his contract of employment or by reason of redundancy or ill health; ill health is to be determined as qualifying for permanent illness and/or permanent disability within the criteria defined in the Executive Directors' Permanent Health and Disability Insurance policies, or (iv) becomes of unsound mind and is either admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 (or similar Act applying in the country of work if the place of work of the Executive Director is not the United Kingdom) or an order is made by a court having jurisdiction in

matters concerning mental health disorder for his detention or for the appointment of a receiver or other person to exercise powers with respect to his property or affairs.

In the event that such member does not serve a sale notice pursuant to these provisions the Company is hereby appointed as the member's attorney for the purpose of executing any documents for such purpose. There shall be no right to withdraw a sale notice served under this Article 16.

17. No sale or transfer of the legal or beneficial interest in any shares in the Company may be made or validly registered without the previous written consent of members holding not less than 75 per cent in nominal value of the issued ordinary shares if, as a result of such sale or transfer and registration thereof, a Controlling Interest (as hereinafter defined) is obtained in the Company:
- (a) by persons (other than a company to which paragraph 17.2 below applies) who were not members of the Company on the date these articles were adopted unless the proposed transferees have offered to purchase all the Ordinary Shares at the Specified Price (as hereinafter defined); or
 - (b) by a company in which one or more of the members of the Company or persons acting in concert (which expression shall have the meaning ascribed to it in the City Code on Takeovers and Mergers) with any member of the Company has or as a result of such sale or transfer will have a Controlling Interest.
 - (c) For the purpose of this Article:
 - (i) the expression "a Controlling Interest" shall mean an interest (within the meaning of section 839 of the Income and Corporation Taxes Act 1988) in shares in a company conferring in the aggregate 50 per cent or more of the total voting rights conferred by all the issued ordinary shares in that company;
 - (ii) the expressions "transfer" and "transferee" shall include respectively the renunciation of a renounceable letter of allotment and the renounce under any such letter of allotment; and
 - (iii) the expression "the Specified Price" shall mean the higher of:
 - (1) the price per ordinary share of 10p; and
 - (2) a price per share at least equal to that offered or paid or payable by the proposed transferees or their nominees for any other shares in the Company plus an amount equal to the relevant proportion of any other consideration (in cash or otherwise) received or receivable by the holders of such other shares which, having regard to the substance of the transaction as a whole, can reasonably be regarded as an addition to the price paid or payable for such other shares provided that if any part of the price per share is payable otherwise than by cash. The holders of the ordinary shares may, at their option, elect to take a price per share

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of such cash sum as may be agreed by them having regard to the substance of the transaction as a whole;

and in the event of disagreement the calculation of the Specified Price shall be referred to an umpire (acting as expert and not as arbitrator) nominated by the parties concerned or (in the event of disagreement as to nomination) appointed by the President for the time being of the Institute of Chartered Accountants in England and Wales whose decision shall be final and binding.

18. The provisions of article 13 shall apply, mutatis mutandis, to any purported renunciation of rights pursuant to the allotment of any shares to a member.

DIRECTORS

19. Subject to any ordinary resolution of the Company, the directors shall not be less than two.
20. Paragraph (e) of regulation 81 of Table A shall not apply to the Company.
21. The Company may pay, or agree to pay, gratuities, pensions and other retirement, superannuation, death or disability benefits to any director or former director, to any member of his family (including a spouse or former spouse) or to any person who is or was dependent on him, and may contribute to any scheme or fund and pay premiums for the purchase or provision of any such benefits.

PROCEEDINGS OF DIRECTORS

22. The directors (including alternate directors), or any of them, may participate in or form a meeting of the directors by means of a conference telephone, audio visual linkage or any communication equipment which allows all the participants to hear each other. A person so participating shall be deemed to be present in person at the meeting and shall be counted in the quorum and be entitled to vote accordingly. The meeting shall be deemed to take place where the group of the highest number of participants is assembled or, if there is no such group, where the chairman of the meeting is then present.
23. Meetings of the directors shall take place at such time or times as may be required but not in any event at intervals of more than three months. Unless otherwise agreed in writing by all the directors for the time being of the Company, at least seven days' notice in writing shall be given to each director of each meeting of the directors, which notice shall specify so far as practicable the business to be considered at that meeting.
24. Notice of every meeting of directors shall be given to each director or his alternate director, including directors and alternate directors who may for the time being be absent from the United Kingdom and have given the Company their address outside the United Kingdom, and Regulations 66 and 88 of Table A shall be amended accordingly.
25. The quorum for the transaction of the business of the directors shall be two directors.
26. The continuing directors or a sole continuing director may at any time act notwithstanding any vacancy in their body, but, if the number of directors is less than the

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number fixed as the quorum, the continuing directors or director may act for the purpose only of calling a general meeting.

27. Any question arising at any meeting of the directors shall be decided by a majority of votes and, in the case of an equality of votes, the chairman shall not have a second or casting vote.
28. A director (including an alternate director) shall not require any shareholding qualification, but shall nevertheless be entitled to notice of and shall be entitled to attend and speak at any general meeting.
29. Regulation 101 of Table A shall only apply if the Company has a common seal; where it does or not, a share certificate may be executed under section 36A(4) of the Act instead of being sealed.
30. Subject to the provisions of the Act but without prejudice to any indemnity to which a director, or other officer of the Company shall be entitled to be indemnified by the Company against all losses and liabilities sustained or incurred by him in the execution of his duties or in the exercise of his powers or otherwise in connection with his office including, but without prejudice to the generality of the foregoing, any liability incurred by him:
 - (a) in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or which are otherwise disposed of without any finding or admission of any material breach of duty on his part; or
 - (b) in connection with any application in which relief is granted to him by the court from liability in respect of any act or omission done or alleged to be done by him as an officer or employee of the Company.

The Company may purchase and maintain for any director insurance against any liability which may arise by virtue of any rule of law in respect of any negligence, default, breach of duty or breach of trust of which he may be guilty in relation to the Company.