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BAKER & MCKENZIE LLP
SOLICITORS
100 NEW BRIDGE STREET
LONDON EC4V 6JA
COPY OF THE ORIGINAL
CERTIFIED TO BE A TRUE

THE COMPANIES ACTS 1985 to 1989

PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION OF

INOVIS UK LIMITED



1. The Company's name is INOVIS UK LIMITED.¹
2. The Company's registered office is to be situated in England and Wales.
3.
 - (a)
 - (i) The object of the Company is to carry on business as a general commercial company.
 - (ii) Without prejudice to the generality of the object and the powers of the Company derived from Section 3A of the Act the Company has power to do all or any of the following things:
 - (b) To purchase or by any other means acquire and take options over any property whatever, and any rights of any kind over or in respect of any property.
 - (c) To apply for register, purchase, or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere any patents, patent rights, brevets d'invention, licences, secret process, trade marks, designs, protections and concessions and to disclaim, alter, modify, use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to extend money in experimenting upon, testing and improving any patents, inventions or rights which the Company may acquire or propose to acquire.

¹ The name of the Company was changed from Lacmaw 55 Limited to API Systems Limited on 19 July 1994, to Harbinger UK Limited on 2 February 1999, to Peregrine Systems No. 2 Limited on 8 October 2001, to Harbinger Commerce Limited on 26 February 2003 and to Inovis UK Limited on 5 January 2006.

- (d) To acquire or undertake the whole or any part of the business, goodwill, and assets of any person, firm or company carrying on or proposed to carry on any of the business which the Company is authorised to carry on and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm or company, or to acquire an interest in, amalgamate with, or enter into partnership or into any arrangement for sharing profits, or co-operation, or for mutual assistance with any such person, firm or company, or for subsidising or otherwise assisting any such person, firm or company, and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, any shares, debentures, debenture stock or securities that may be agreed upon, and to hold and retain, or sell, mortgage and deal with any shares, debentures, debenture stock or securities so received.
- (e) To improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell dispose of, turn to account, grant licences, options, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.
- (f) To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made.
- (g) To lend and advance money or give credit on any terms and with or without security to any person, firm or company (including without prejudice to the generality of the foregoing any holding company, subsidiary or fellow subsidiary of, or any other company associated in any way with, the Company), to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan any terms, and to secure or guarantee in any manner and upon any terms the payment of any sum of money or the performance of any obligation by any person, firm or company (including without prejudice to the generality of the foregoing any such holding company, subsidiary, fellow subsidiary or associated company as aforesaid).

- (h) To borrow and raise money in any manner and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Company's property or assets (whether present or future), including its uncalled capital, and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it.
- (i) To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments.
- (j) To apply for, promote, and obtain any Act of Parliament, order or licence of the Department of Trade or other authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem calculated directly or indirectly to promote the Company's interests, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.
- (k) To enter into any arrangements with any government or authority (supreme, municipal, local, or otherwise) that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise and comply with any such charters, decrees, rights, privileges and concessions.
- (l) To subscribe for, take, purchase, or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any other company constituted or carrying on business in any part of the world, and debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any

government or authority, municipal, local or otherwise, in any part of the world.

- (m) To control, manage, finance, subsidise, co-ordinate or otherwise assist any company or companies in which the Company has a direct or indirect financial interest, to provide secretarial, administrative, technical, commercial and other services and facilities of all kinds for any such company or companies and to make payments by way of subvention or otherwise and any other arrangements which may seem desirable with respect of any business or operations of or generally with respect to any such company or companies.
- (n) To promote any other company for the purpose of acquiring the whole or any part of the business or property or undertaking or any of the liabilities of the Company, or of undertaking any business or operations which may appear likely to assist or benefit the Company to enhance the value of any property or business of the Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid.
- (o) To sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any company purchasing the same.
- (p) To act as agents or brokers and as trustees for any person, firm or company, and to undertake and perform sub-contracts.
- (q) To remunerate any person, firm or company rendering services to the Company either by cash payment or by the allotment to him or them of shares or other securities of the Company credited as paid up in full or in part or otherwise as may be thought expedient.
- (r) To distribute among the Members of the Company in kind any property of the Company of whatever nature.

- (s) To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person, firm or company to pay the same, and to pay commissions to brokers and others for underwriting, placing selling, or guaranteeing the subscription of any shares or other securities of the Company.
- (t) To support and subscribe to any charitable or public object and to support and subscribe to any institution, Society, or club which may be for the benefit of the Company or its Directors or employees, or may be connected with any town or place where the Company carries on business; to give or award pensions, annuities, gratuities, and superannuation or other allowances or benefits or charitable aid and generally to provide advantages, facilities and services for any persons who are or have been Directors of, or who are and have been employed by, or who are serving or have served the Company, or any company which is a subsidiary of the Company or the holding company of the Company or a fellow subsidiary of the Company or the predecessors in the business of the Company or of any such subsidiary, holding or fellow subsidiary company and to the wives, widows, children and other relatives and dependants of such persons; to make payments towards insurance including insurance for any Director, officer or Auditor against any liability as is referred to in Section 310(1) of the Act; and to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any of such persons and of their wives, widows, children and other relatives and dependants; and to set up, establish, support and maintain profit sharing or share purchase schemes for the benefit of any of the employees of the Company or of any such subsidiary, holding or fellow subsidiary company and to lend money to any such employees or to trustees on their behalf to enable any such purchase schemes to be established or maintained.
- (u) Subject to and in accordance with a due compliance with the provisions of Sections 155 to 158(inclusive) of the Act (if and so far as such provisions shall be applicable), to give whether directly or indirectly, any kind of financial

assistance (as defined in Section 152(1)(a) of the Act) for any such purpose as is specified in Section 151(1) and/or Section 151(2) of the Act.

- (v) To procure the Company to be registered or recognised in any part of the world.
- (w) To do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors or otherwise, and by or through agents, brokers, sub-contracts or otherwise and either alone or in conjunction with others.
- (x) To do all such other things as may be deemed incidental or conducive to the attainment of the Company's object or of any of the powers given to it by the Act or by this clause.

AND so that:

- (1) None of the provisions set forth in any sub-clause of this Clause shall be restrictively construed but the widest interpretation shall be given to each such provision, and none of such provisions shall except where the context expressly so requires, be in any way limited or restricted by reference to *or inference from any other provision set forth in such sub-clause, or by reference to or interference* from the terms of any other sub-clause of this Clause, or by reference to or inference from the name of the Company.
- (2) The word "Company" in this clause, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere.
- (3) In this Clause the expression "the Act" means the Companies Act 1985, but so that any reference in this Clause to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.

- (4) The liability of the Members is limited.
- (5) The Company's share capital is £1,000 divided into 1000 shares of £1 each.

We, the subscribers to the Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum; and we agree to take the number of shares shown opposite our respective names.

Name and addresses of Subscribers	Number of shares taken by each Subscriber
1. Pickhall Nominees Limited Lace Mawer 42 King Street West Manchester M3 2NU	One
2. Maulpark Estates Limited Lace Mawer 42 King Street West Manchester M3 2NU	One
Total shares taken	Two

Dated this 14 June 1994

Witness to the above signatures:

William Rosen
42 King Street West
Manchester
M3 2ND

Company No. 2942785

CERTIFIED TO BE A TRUE
COPY OF THE ORIGINAL
Baker & McKenzie LLP
BAKER & MCKENZIE LLP
SOLICITORS
100 NEW BRIDGE STREET
LONDON EC4V 6JA

THE COMPANIES ACT 1985 and 1989

Company Limited by Shares

NEW
ARTICLES OF ASSOCIATION
OF
INOVIS UK LIMITED

(Adopted by Written Resolution passed on 12 December 1997)

1. **Preliminary**

The regulations contained in Table A as prescribed by the Secretary of State in the Schedule to The Companies (Tables A to F) Regulations 1985 as amended by regulations made under the Companies Act 1985 ("the Act") (hereinafter called "Table A") shall apply to the Company, save in so far as they are varied or excluded by or are inconsistent with these Articles. References in these Articles to numbered Regulations are references to Regulations in Table A.

2. **Share Capital and Class Rights**

- 2.1 The authorised share capital of the Company at the date of adoption of these Articles is £270,000 divided into 100,000 ordinary shares of £1 each ("the Ordinary Shares") of which 100,000 have been issued and 170,000 redeemable ordinary shares of £1 each ("the Redeemable Shares" of which 85,000 have been redeemed and 85,000 are in issue.

2.2 Subject to Clause 2.3, the Ordinary Shares and the Redeemable Shares rank pari passu in all respects as one class.

2.3 The Redeemable Shares in the present issued share capital of the Company shall be liable to be redeemed in accordance with the following provisions:

(a) the Company may at any time redeem the whole or any part of the Redeemable Shares then outstanding by serving notice of such redemption upon the holders of the Redeemable Shares ("the Redemption Notice") specifying the date upon which redemption is to take place, being not less than 14 days nor more than 30 days from the date of such notice.

(b) on the redemption date, the Company shall be entitled and bound to redeem the Redeemable Shares specified in the Redemption Notice as par value and to pay any dividend which shall have accrued on this down to the redemption date against delivery to the Company of the Certificates for the Shares to be redeemed.

3. **Issue of Shares**

Subject to the provisions of the Act relating to pre-emption rights, authority to issue shares and otherwise and of any resolution of the Company in general meeting passed pursuant thereto, all unissued shares for the time being in the capital of the Company shall be at the disposal of the directors who may (subject as aforesaid) offer, allot, grant options over, or otherwise dispose of them to such persons, on such terms and conditions, and at such times as they think fit.

4. **Transfer and Transmission of Shares**

The directors may, in their absolute discretion and without assigning any reason therefore, decline to register the transfer of a share, whether or not it is a fully paid share and Regulation 24 shall not apply to the Company.

5. **Proceedings at General Meetings**

- 5.1 A proxy is entitled to vote on a show of hands and regulation 54 of Table A shall be modified accordingly.
- 5.2 A resolution in writing signed or approved by letter, telex, facsimile transmission or cable by all the members of the Company who would have been entitled to vote upon it if it had been duly proposed at a general meeting or by their duly appointed attorneys, shall be as valid and effectual as an ordinary, special or extraordinary resolution as if it had been passed at a general meeting convened and held. Any such resolution may consist of several documents in the like form each signed or approved by one or more of the members or their attorneys (or, in the case of a member which is a body corporate, by a Director thereof or by a duly appointed representative). Regulation 53 of Table A shall not apply.

6. **Retirement by Rotation**

No director shall be required to retire by rotation, and Regulations 73-75 (inclusive), the second and third sentences of Regulation 79 and Regulation 80 shall not apply to the Company.

7. **Appointment and Removal of Directors**

- 7.1 Unless and until the Company in General Meeting shall otherwise determine the number of directors shall not be less than three nor more than six.
- 7.2 Regulations 76 and 77 (requirements on appointment of directors) shall not apply to the Company.
- 7.3 Without prejudice to the powers of the directors under Regulation 79, a member or members holding more than half in nominal amount of the issued share capital of the Company shall have power to appoint any person or persons as a director or directors, either as an addition to the existing directors or to fill any vacancy, and to remove from office any director howsoever appointed. Any such appointment or removal

shall be effected by an instrument in writing signed by the member or members making the same, or in the case of a member being a company signed by one of its directors on its behalf, and shall take effect upon lodgement at the registered office of the Company.

8. **Proceedings of Directors**

- 8.1 The third sentence of Regulation 88 of Table A shall not apply to the Company. All directors must be given notice of a meeting of the directors whether or not they are absent from the United Kingdom.
- 8.2 The quorum for the transaction of the business of the Directors shall be three. A person who holds office as an alternate director shall, if his appointer is not present, be counted in the quorum.
- 8.3 Regulation 93 of Table A (written resolutions of directors) shall apply as if the word "signed" included "approved by letter, telex, facsimile transmission or cable".
- 8.4 Any director may participate in a meeting of the directors by means of telephone conferencing or video conferencing or other similar means of communication whereby all persons participating in the meeting can hear each other speak and participation in a meeting in this manner shall constitute presence in person at such meeting.

9. **Directors' Interests**

Provided that he first duly declares the nature of his interest therein, a director or alternate director may vote (and such vote shall be counted) at any meeting of directors or of a committee or directors in respect of any existing or proposed contract or arrangement in which he, or any person with whom he is for any purpose of the Act connected, is directly or indirectly interested. He may also be counted in the quorum present at any meeting of the directors or of a committee of the directors at which any such contract or arrangement is proposed or considered. Regulation 94

shall have effect accordingly, and Regulations 95 and 97 shall not apply to the Company.

10. **Notices**

10.1 A notice required by these Articles to be given by the Company to any member may be given either personally or by sending it by pre-paid first class post, airmail, facsimile transmission or electronic mail to its registered office address or to any other address supplied by him to the Company for the giving of notice to him. A properly addressed and pre-paid notice sent by post shall be deemed to have been served at an address within the United Kingdom in the case of notice of a meeting at the expiry of 48 hour after the notice is posted and, if served at an address outside the United Kingdom, at the expiry of five days from the date of posting. A notice communicated by immediate transmission shall be deemed to have been given at the time it is transmitted to the person to whom it is addressed.

10.2 Regulation 116 of Table A shall be amended by the deletion of the words "within the United Kingdom" and Regulation 112 of Table A shall be amended by deletion of the words "within the United Kingdom" where they appear the second time.

11. **Indemnity**

Subject to the provisions of Section 310 of the Act, and in addition to such indemnity as is contained in Regulation 118 every director, secretary or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities incurred by him in or about the execution and discharge of the duties of his office.