

We certify this to be
a true copy
Ashurst

Ashurst
25/2/09.

Dated 22 January 2009

(1) AUTONOMY CORPORATION PLC

and

(2) ANTELOPE CAPITAL (JERSEY) TWO LIMITED

and

(3) CITIGROUP GLOBAL MARKETS U.K. EQUITY LIMITED

and

(4) DEUTSCHE BANK AG, LONDON BRANCH

and

(5) MORGAN STANLEY & CO. INTERNATIONAL PLC

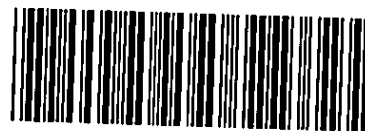
SUBSCRIPTION AND TRANSFER AGREEMENT

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THIS AGREEMENT is made on 22 January 2009

BETWEEN:

- (1) **AUTONOMY CORPORATION PLC**, a company registered in England and having its registered office at Cambridge Business Park, Cowley Road, Cambridge CB4 0WZ (the "Issuer");
- (2) **ANTELOPE CAPITAL (JERSEY) TWO LIMITED**, a company incorporated in Jersey and whose registered office is at Whiteley Chambers, Don Street, St Helier, Jersey, JE4 9WG Channel Islands ("JerseyCo");
- (3) **CITIGROUP GLOBAL MARKETS U.K. EQUITY LIMITED**, a company registered in England and Wales having its registered office is at Canada Square, London E14 5HQ ("Citi");
- (4) **DEUTSCHE BANK AG, LONDON BRANCH**, a company registered in England and Wales having its registered office is Winchester House, 1 Great Winchester Street, London EC2N 2DB ("DB"); and
- (5) **MORGAN STANLEY & CO. INTERNATIONAL PLC**, a company registered in England and having its registered office at 25 Cabot Square, London E14 4QA ("MS", together with Citi and DB, the "Banks" and each a "Bank").

WHEREAS

- (A) As at the date of this Agreement JerseyCo has an authorised share capital divided into 100 ordinary shares of no par value (all of which have been issued and which are held as to 89 by the Issuer and as to 11 by DB) and 1,000,000,000 fixed rate redeemable preference shares of no par value (none of which have been issued).
- (B) Citi, DB, MS and the Issuer propose to enter into an agreement on the date hereof (the "Placing Agreement"), pursuant to which, and subject to the conditions stated therein, the Banks have agreed, severally, and not jointly or jointly and severally, to use reasonable endeavours to procure persons to take up the Placing Shares or failing which to take the Placing Shares themselves in accordance with clause 3.5 of the Placing Agreement.
- (C) Citi has agreed, on the terms and subject to the conditions of this Agreement, to subscribe for the Citi Preference Shares and to transfer to the Issuer the Citi Preference Shares.
- (D) DB has agreed, on the terms and subject to the conditions of this Agreement, to subscribe for the DB Preference Shares and to transfer to the Issuer the DB Preference Shares and the DB Ordinary Shares.
- (E) MS has agreed, on the terms and subject to the conditions of this Agreement, to subscribe for the MS Preference Shares and to transfer to the Issuer the MS Preference Shares.

IT IS AGREED as follows:

1 Interpretation

1.1 In this Agreement the following expressions shall have the following meanings.

"Admission" has the meaning set out in the Placing Agreement;

"Articles" means the Articles of Association of JerseyCo in effect from time to time;

"Business Day" has the meaning set out in the Placing Agreement;

"Citi Payment Undertaking" has the meaning set out in Clause 2.4;

"Citi Placing Costs" means:

- (i) the fees and commission payable by the Issuer to Citi under the Placing Agreement; and
- (ii) those other costs and expenses payable by the Issuer to Citi under the Placing Agreement or this Agreement, which are notified by Citi to the Issuer prior to Admission;

"Citi Preference Shares" means 20 Preference Shares;

"Citi Subscription Amount" means an amount equal to 20 per cent. of the Placing Proceeds;

"DB Ordinary Shares" means the 11 Ordinary Shares held as at the date of this Agreement by DB;

"DB Payment Undertaking" has the meaning set out in Clause 2.4;

"DB Placing Costs" means:

- (i) the fees and commission payable by the Issuer to DB under the Placing Agreement;
- (ii) those other costs and expenses payable by the Issuer to DB under the Placing Agreement, the Option Agreement or this Agreement, which are notified by DB to the Issuer prior to Admission; and
- (iii) the subscription monies in respect of the DB Ordinary Shares;

"DB Preference Shares" means 40 Preference Shares;

"DB Subscription Amount" means an amount equal to 40 per cent. of the Placing Proceeds;

"Encumbrance" means any mortgage, charge (whether legal or equitable and whether fixed or floating), security, lien, pledge, option, right to acquire, right of pre-emption, interest, equity, assignment, hypothecation, title retention, claim, restriction or power of sale or any agreement to create any of the foregoing;

"FSA" has the meaning set out in the Placing Agreement;

"Group" means the Issuer and its subsidiary undertakings;

"JerseyCo Subscriber Shares" has the meaning set out in the Placing Agreement;

"London Stock Exchange" has the meaning set out in the Placing Agreement;

"MS Payment Undertaking" has the meaning set out in Clause 2.6;

"MS Placing Costs" means:

- (i) the fees and commission payable by the Issuer to MS under the Placing Agreement; and
- (ii) those other costs and expenses payable by the Issuer to MS under the Placing Agreement or this Agreement which are notified by MS to the Issuer prior to Admission;

"MS Preference Shares" means 40 Preference Shares;

"MS Subscription Amount" means an amount equal to 40 per cent. of the Placing Proceeds;

"Offer" has the meaning set out in the Placing Agreement;

"Option Agreement" means the letter agreement entered into between DB, the Issuer and JerseyCo on the date of this Agreement regarding, *inter alia*, the subscription by DB for Ordinary Shares;

"Ordinary Shares" means the ordinary shares of no par value in the capital of JerseyCo;

"Places" has the meaning set out in the Placing Agreement;

"Placing" has the meaning set out in the Placing Agreement;

"Placing Announcement" has the meaning set out in the Placing Agreement;

"Placing Engagement Letter" means the engagement letter entered into between the Issuer, DB and MS dated 20 January 2009;

"Placing Proceeds" has the meaning set out in the Placing Agreement;

"Placing Shares" has the meaning set out in the Placing Agreement;

"Preference Shares" means 1,000,000,000 redeemable preference shares of no par value in the capital of JerseyCo having the rights and subject to the restrictions set out in the Articles;

"Presentation Materials" has the meaning set out in the Placing Agreement;

"Subscribers" means, severally, DB and MS ^{and C&S} and in their capacity as subscribers for the Preference Shares and "Subscriber" means any of them;

"tax" or "taxes" has the meaning given to the term "Tax" in the Placing Agreement;

"VAT" means value added tax and any similar sales or turnover tax or levy imposed in any jurisdiction; and

"Warranties" means the warranties given by JerseyCo and the Issuer set out in the Schedule 1.

1.2 The words "company", "subsidiary", "subsidiary undertaking" and "holding company" have the same meanings in this Agreement as defined in the Companies Act 2006.

1.3 In this Agreement, unless the context otherwise requires:

- (A) references to "persons" shall include individuals, bodies corporate (wherever incorporated), unincorporated associations and partnerships;
- (B) the headings are inserted for convenience only and shall not affect the construction of this Agreement;
- (C) any reference to an enactment or statutory provision is a reference to it as it may have been, or may from time to time be, amended, modified, consolidated or re-enacted;
- (D) references to Clauses, sub-Clauses and the Schedules are to clauses and sub-Clauses of, and the schedules to, this Agreement;

*As per file
of be had
of the company
22 Jan 09
2009*

"MS Preference Shares" means 40 Preference Shares;

"MS Subscription Amount" means an amount equal to 40 per cent. of the Placing Proceeds;

"Offer" has the meaning set out in the Placing Agreement;

"Option Agreement" means the letter agreement entered into between DB, the issuer and JerseyCo on the date of this Agreement regarding, *inter alia*, the subscription by DB for Ordinary Shares;

"Ordinary Shares" means the ordinary shares of no par value in the capital of JerseyCo;

"Places" has the meaning set out in the Placing Agreement;

"Placing" has the meaning set out in the Placing Agreement;

"Placing Announcement" has the meaning set out in the Placing Agreement;

"Placing Engagement Letter" means the engagement letter entered into between the Issuer, DB and MS dated 20 January 2009;

"Placing Proceeds" has the meaning set out in the Placing Agreement;

"Placing Shares" has the meaning set out in the Placing Agreement;

"Preference Shares" means 1,000,000,000 redeemable preference shares of no par value in the capital of JerseyCo having the rights and subject to the restrictions set out in the Articles;

"Presentation Materials" has the meaning set out in the Placing Agreement;

"Subscribers" means, severally, DB and MS ^{and CLE} and in their capacity as subscribers for the Preference Shares and "Subscriber" means any of them;

"tax" or "taxes" has the meaning given to the term "Tax" in the Placing Agreement;

"VAT" means value added tax and any similar sales or turnover tax or levy imposed in any jurisdiction; and

"Warranties" means the warranties given by JerseyCo and the Issuer set out in the Schedule 1.

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- (C) any reference to an enactment or statutory provision is a reference to it as it may have been, or may from time to time be, amended, modified, consolidated or re-enacted;
- (D) references to Clauses, sub-Clauses and the Schedules are to clauses and sub-Clauses of, and the schedules to, this Agreement;

"MS Preference Shares" means 40 Preference Shares;

"MS Subscription Amount" means an amount equal to 40 per cent. of the Placing Proceeds;

"Offer" has the meaning set out in the Placing Agreement;

"Option Agreement" means the letter agreement entered into between DB, the Issuer and JerseyCo on the date of this Agreement regarding, *inter alia*, the subscription by DB for Ordinary Shares;

"Ordinary Shares" means the ordinary shares of no par value in the capital of JerseyCo;

"Placees" has the meaning set out in the Placing Agreement;

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"Placing Announcement" has the meaning set out in the Placing Agreement;

"Placing Engagement Letter" means the engagement letter entered into between the Issuer, DB and MS dated 20 January 2009;

"Placing Proceeds" has the meaning set out in the Placing Agreement;

"Placing Shares" has the meaning set out in the Placing Agreement;

"Preference Shares" means 1,000,000,000 redeemable preference shares of no par value in the capital of JerseyCo having the rights and subject to the restrictions set out in the Articles;

"Presentation Materials" has the meaning set out in the Placing Agreement;

"Subscribers" means, severally, DB and MS and in their capacity as subscribers for the Preference Shares and "Subscriber" means any of them;

"tax" or "taxes" has the meaning given to the term "Tax" in the Placing Agreement;

"VAT" means value added tax and any similar sales or turnover tax or levy imposed in any jurisdiction; and

"Warranties" means the warranties given by JerseyCo and the Issuer set out in the Schedule 1.

1.2 The words "company", "subsidiary", "subsidiary undertaking" and "holding company" have the same meanings in this Agreement as defined in the Companies Act 2006.

1.3 In this Agreement, unless the context otherwise requires:

- (A) references to "persons" shall include individuals, bodies corporate (wherever incorporated), unincorporated associations and partnerships;
- (B) the headings are inserted for convenience only and shall not affect the construction of this Agreement;
- (C) any reference to an enactment or statutory provision is a reference to it as it may have been, or may from time to time be, amended, modified, consolidated or re-enacted;
- (D) references to Clauses, sub-Clauses and the Schedules are to clauses and sub-Clauses of, and the schedules to, this Agreement;

- (E) references to "pounds" and "£" are references to the currency of the United Kingdom; and
- (F) the Schedules shall take effect as if set out in this Agreement and references to this Agreement shall be deemed to include the Schedules.

2 Subscription for Preference Shares

- 2.1** Upon the terms and subject to the conditions of this Agreement and in reliance on the Warranties, Citi agrees to subscribe for, and JerseyCo agrees to allot and issue to Citi, the Citi Preference Shares.
- 2.2** Upon the terms and subject to the conditions of this Agreement and in reliance on the Warranties, DB agrees to subscribe for, and JerseyCo agrees to allot and issue to DB, the DB Preference Shares.
- 2.3** Upon the terms and subject to the conditions of this Agreement and in reliance on the Warranties, MS agrees to subscribe for, and JerseyCo agrees to allot and issue to MS, the MS Preference Shares.
- 2.4** In consideration of the agreement to allot the Citi Preference Shares, and subject to Clause 2.7, Citi hereby undertakes to pay or procure the payment of the Citi Subscription Amount (less the Citi Placing Costs) to JerseyCo (or as JerseyCo directs) by no later than 5.00 p.m. on the date of Admission (the "**Citi Payment Undertaking**"). The Citi Preference Shares so allotted shall be credited as fully paid against the Citi Payment Undertaking.
- 2.5** In consideration of the agreement to allot the DB Preference Shares, and subject to Clause 2.7, DB hereby undertakes to pay or procure the payment of the DB Subscription Amount (less the DB Placing Costs) to JerseyCo (or as JerseyCo directs) by no later than 5.00 p.m. on the date of Admission (the "**DB Payment Undertaking**"). The DB Preference Shares so allotted shall be credited as fully paid against the DB Payment Undertaking.
- 2.6** In consideration of the agreement to allot the MS Preference Shares, and subject to Clause 2.7, MS hereby undertakes to pay or procure the payment of the MS Subscription Amount (less the MS Placing Costs) to JerseyCo (or as JerseyCo directs) by no later than 5.00 p.m. on the date of Admission (the "**MS Payment Undertaking**"). The MS Preference Shares so allotted shall be credited as fully paid against the MS Payment Undertaking.
- 2.7** The obligations under this Agreement of Citi, DB and MS to subscribe and pay for, and JerseyCo to allot to Citi, DB and MS the Citi Preference Shares, DB Preference Shares and the MS Preference Shares respectively are conditional upon Admission, at which time:
 - (A) allotment of the Citi Preference Shares to Citi, DB Preference Shares to DB and MS Preference Shares to MS shall occur;
 - (B) the Citi Payment Undertaking, DB Payment Undertaking and the MS Payment Undertaking shall each vest; and
 - (C) DB shall fulfil its undertaking to pay £11 to JerseyCo with respect to the DB Ordinary Shares at the same time that the DB Subscription Amount is paid to JerseyCo pursuant to Clause 2.3.
- 2.8** Following allotment as aforesaid, JerseyCo shall procure that, within the jurisdiction of Jersey, the names of Citi, DB and MS shall be entered in the register of members of

JerseyCo (itself held in Jersey) in respect of the Citi Preference Shares, the DB Preference Shares and the MS Preference Shares respectively and that:

- (A) a copy of a duly executed share certificate evidencing the number of Citi Preference Shares, the number of DB Preference Shares and the number of MS Preference Shares allotted and issued to Citi, DB and MS respectively is delivered to Citi, DB and MS (as appropriate) (or as each of Citi, DB and MS (as appropriate) directs); and
- (B) a copy of the minutes of the JerseyCo board meeting approving such allotments and the updated register of members, certified as a true copy by the secretary or a director of JerseyCo, shall be delivered to Citi, DB and MS (or as each of Citi, DB and MS directs).

3 Transfer of Preference Shares and DB Ordinary Shares

3.1 Subject to, and conditional on, the Placing Agreement having become unconditional and not having been terminated in accordance with its terms:

- (A) Citi shall, on the date of Admission and following payment of the Citi Subscription Amount (less the Citi Placing Costs), transfer to the Issuer the Citi Preference Shares allotted and issued to it pursuant to Clause 2.1;
- (B) DB shall, on the date of Admission and following payment of the DB Subscription Amount (less the DB Placing Costs), transfer to the Issuer:
 - (i) the DB Preference Shares allotted and issued to it pursuant to Clause 2.2; and
 - (ii) the DB Ordinary Shares; and
- (C) MS shall, on the date of Admission and following payment of the MS Subscription Amount (less the MS Placing Costs), transfer to the Issuer the MS Preference Shares allotted and issued to it pursuant to Clause 2.3,

in consideration for the allotment and issue by the Issuer of the Placing Shares as set out in the Placing Agreement. All such Preference Shares and Ordinary Shares shall be transferred to the Issuer free from all Encumbrances and together with all rights attaching thereto (including without limitation the right to all dividends and distributions (if any) declared, made or paid on or after the date of Admission).

3.2 Notwithstanding anything in Clause 11 (Notices), Citi shall procure the execution and delivery in Jersey to JerseyCo on behalf of the Issuer, or as the Issuer may direct, of stock transfer forms together with the share certificates (if issued to Citi) in respect of the Citi Preference Shares and shall deliver copies thereof to the Issuer or as it may direct (with, in each case, the original stock transfer forms being kept in Jersey at all times between execution by or on behalf of Citi and delivery to, or to the order of, the Issuer).

3.3 Notwithstanding anything in Clause 11 (Notices), DB shall procure the execution and delivery in Jersey to JerseyCo on behalf of the Issuer, or as the Issuer may direct, of stock transfer forms together with the share certificates (if issued to DB) in respect of the DB Ordinary Shares and DB Preference Shares and shall deliver copies thereof to the Issuer or as it may direct (with, in each case, the original stock transfer forms being kept in Jersey

at all times between execution by or on behalf of DB and delivery to, or to the order of, the Issuer).

- 3.4** Notwithstanding anything in Clause 11 (Notices), MS shall procure the execution and delivery in Jersey to JerseyCo on behalf of the Issuer, or as the Issuer may direct, of stock transfer forms together with the share certificates (if issued to MS) in respect of the MS Preference Shares and shall deliver copies thereof to the Issuer or as it may direct (with, in each case, the original stock transfer forms being kept in Jersey at all times between execution by or on behalf of MS and delivery to or to the order of the Issuer).
- 3.5** The Issuer, Citi, BD and MS hereby waive or agree (so far as within their respective power or control) to procure the waiver of any rights or restrictions (whether rights of pre-emption or otherwise) which may be contained in or conferred by the Articles or otherwise and the enforcement of or compliance with which may or might prevent the transfer of the DB Ordinary Shares pursuant to Clause 3 or the transfer, subscription, allotment and issue of the Citi Preference Shares, DB Preference Shares and MS Preference Shares to be subscribed and transferred pursuant to Clauses 2 and 3 and each of them hereby consent to such subscription, allotment and issue (where appropriate).
- 3.6** Subject to performance by Citi of its obligations under Clauses 3.1 and 3.4, JerseyCo shall hold a board meeting in the UK at which it shall be resolved that the transfers relating to the Citi Preference Shares shall be approved for registration and that the Issuer be registered as the holder of such shares in JerseyCo's register of members.
- 3.7** Subject to performance by DB of its obligations under Clauses 3.1 and 3.2, JerseyCo shall hold a board meeting in the UK at which it shall be resolved that the transfers relating to the DB Ordinary Shares and DB Preference Shares shall be approved for registration and that the Issuer be registered as the holder of such shares in JerseyCo's register of members.
- 3.8** Subject to performance by MS of its obligations under Clauses 3.1 and 3.4, JerseyCo shall hold a board meeting in the UK at which it shall be resolved that the transfers relating to the MS Preference Shares shall be approved for registration and that the Issuer be registered as the holder of such shares in JerseyCo's register of members.
- 3.9** Unless already executed prior to the date of this Agreement, each of Citi, DB and MS agrees to execute prior to the date of Admission a power of attorney in the form set out in Schedule 2 A, B and C respectively in order to grant authority to appropriate persons within Ogier, solicitors and advocates in Jersey, to do and perform (in Jersey) all acts or things and to execute, complete and deliver all such documents (including execution of stock transfer forms) as are necessary to transfer all or any of the DB Ordinary Shares, the Citi Preference Shares and MS Preference Shares or, as the case may be, the DB Preference Shares to the Issuer in each case in accordance with the terms of this Agreement.

4 Warranties and Undertakings

- 4.1** The Issuer represents and warrants to you as at the date hereof in the terms of the warranties set out in Part 1 of Schedule 1 hereto (the "Issuer Warranties") and further represent and warrant that the Issuer Warranties shall be true, correct and accurate and not misleading at Admission (as defined in the Placing Agreement) as if they had been

made or given at Admission by reference to the facts and circumstances then existing (and on the basis that references in the Issuer Warranties to any fact, matter or thing existing, occurring or having occurred at or before the date of this Agreement shall be construed as references to it existing, occurring or having occurred at or before Admission).

- 4.2 JerseyCo represents and warrants to you as at the date hereof in the terms of the warranties set out in Part 2 of Schedule 1 hereto (the "JerseyCo Warranties") and further represent and warrant that the JerseyCo Warranties shall be true, correct and accurate and not misleading at Admission (as defined in the Placing Agreement) as if they had been made or given at Admission by reference to the facts and circumstances then existing (and on the basis that references in the JerseyCo Warranties to any fact, matter or thing existing, occurring or having occurred at or before the date of this Agreement shall be construed as references to it existing, occurring or having occurred at or before Admission).
- 4.3 Until the date upon which each of Citi, DB and MS no longer hold any interest in JerseyCo's share capital, the Issuer undertakes to Citi, DB and MS that JerseyCo will not undertake any activities other than:
- (A) those contemplated under this Agreement or the Option Agreement;
 - (B) with the prior written consent of Citi, DB and MS; or
 - (C) those which are strictly necessary to comply with the requirements of applicable law or regulations, subject to reasonable notice of the requirement to undertake such activities being provided to Citi, DB and MS by either JerseyCo or the Issuer (on behalf of JerseyCo).
- 4.4 Citi, DB and MS each hereby represents (which representation shall be deemed to be repeated until termination of this Agreement) that in relation to the transactions contemplated by this Agreement, it is not acting as an agent or nominee for any other person or persons and that it is either resident in the United Kingdom for tax purposes and that it is a party to this Agreement and will carry out any transactions contemplated thereby for the purposes of a trade carried on by it, or that it is a party to this Agreement and will carry out any transactions contemplated thereby for the purposes of a trade or part of a trade carried on by it in the United Kingdom through a permanent establishment.
- 4.5 If at any time up to Admission any event occurs or circumstances exist as a result of which the Issuer or JerseyCo become aware that any of the Issuer Warranties or the JerseyCo Warranties (as the case may be) would be untrue or incorrect if such warranty had been given or made at such time by reference to the facts and circumstances then existing, the Issuer and/or JerseyCo (as the case may be) shall immediately notify each of the Banks, and the Banks acting in good faith shall have the right to request that the Issuer and/or JerseyCo to make a public announcement in respect of such matter to the extent material in the context of the Placing.

5 Indemnity

The Issuer hereby undertakes with Citi, DB and MS and each other of their Relevant Persons (as defined in the Placing Agreement) to indemnify and hold each of Citi, DB and MS and any of their respective Relevant Persons harmless on equivalent terms to Clause 9 of the Placing Agreement (subject to Clause 9.3 of the Placing Agreement) provided that such terms shall be extended to include any losses, claims, costs, penalties, charges,

damages or expenses (including legal fees) or liabilities, including in any such case those arising from defending or investigating any claim (each a "Liability") (including, but not limited to, all Liabilities suffered or incurred in investigating, preparing for or disputing, defending or providing evidence in connection with, any claim (whether or not such Relevant Person is an actual or potential party to the claim) and/or in establishing any claim or right to be indemnified pursuant to this Clause 5 and/or in mitigating any claim and/or in seeking advice regarding any claim) which Citi, DB and/or MS and any of their respective Relevant Persons may suffer or incur and which in any such case arise directly or indirectly in connection with this Agreement (including, without limitation, any breach or alleged breach by JerseyCo or the Issuer of the Warranties or any obligation of JerseyCo or the Issuer pursuant to this Agreement).

6 Tax

The Issuer undertakes to pay all capital duty, stamp duty and stamp duty reserve tax (if any) and any other stamp, issuance, transfer, registration, execution, documentary or similar duties and taxes (including any interest, fines or penalties relating thereto, save to the extent such interest, fines or penalties are attributable to the unreasonable delay by either of the Banks or their respective agents) in connection with the execution, performance or enforcement of this Agreement, including the grant of any rights under this Agreement, the sale and transfer of the JerseyCo Subscriber Shares pursuant to any right exercisable under this Agreement, provided that the Issuer shall not be liable for any stamp duty or stamp duty reserve tax or equivalent duties or taxes:

- (A) to the extent that they arise as a result of any transfers of the JerseyCo Subscriber Shares other than pursuant to Clause 3 of this Agreement;
- (B) payable under sections 67, 70, 93 or 96 of the Finance Act 1986; or
- (C) to the extent they have been paid under either of the Placing Agreement or the Option Agreement.

The Issuer shall as soon as reasonably practicable after receiving a written request evidencing either or both of the Banks' payment of the same pay or reimburse the relevant Bank or the Banks (as the case may be) the amount of any such duties and taxes which are to be borne by the Issuer and which either or both of the Banks has paid.

7 Termination

In the event of termination of the Placing Agreement in accordance with its terms, this Agreement shall terminate and have no further force or effect and, except as contemplated under the terms of the Placing Agreement, no party shall have any claim against any other under this Agreement (except under Clauses 5, 10 and 12.6 and in respect of its accrued rights arising from any prior breach of this Agreement). For the avoidance of doubt, termination of this Agreement shall be without prejudice to the accrued rights and obligations of Citi, DB, MS or the Issuer pursuant to the Placing Engagement Letter and/or the Placing Agreement.

8 Rights and Obligations of the Subscribers

- 8.1** The obligations of each of the Subscribers pursuant to this Agreement shall be several, and not joint or joint and several. No Subscriber shall be responsible for the obligations of

the other and none of the provisions of this Agreement shall impose any liability on either of the Subscribers or any of their Relevant Persons for, nor shall the rights and remedies of either of the Subscribers be adversely affected by, any act or omission by the other or any of its Relevant Persons or for any breach by any of the others of the provisions of this Agreement.

- 8.2** The obligations of the Issuer and JerseyCo to the Subscribers and by each of the Subscribers to the other Subscriber and the Issuer and JerseyCo are owed to them as separate and independent obligations, and each of the Subscribers, the Issuer and JerseyCo shall have the right to protect and enforce its rights hereunder without joining any other party in any proceedings.

9 Time of the Essence

Time shall be of the essence of this Agreement but any time, date or period mentioned in this Agreement may be extended by agreement in writing between the parties hereto or otherwise as provided herein.

10 Costs and expenses

- 10.1** The Issuer undertakes to pay all costs, fees and expenses of JerseyCo in connection with its incorporation, administration and the Placing.
- 10.2** Whether or not the Citi Preference Shares, DB Preference Shares and/or the MS Preference Shares are issued, and save as provided otherwise in this Agreement, the Issuer shall bear its own and JerseyCo's costs and expenses and (to the extent not reimbursed under any other provision of this Agreement or the Placing Agreement) the Bank's costs and expenses in connection with the preparation, negotiation, entry into and implementation of this Agreement. This shall include, but is not limited to, the Bank's legal expenses (subject to such legal expenses reasonably incurred (exclusive of VAT) or such other figure as may be agreed) and other out of pocket expenses reasonably incurred (including, where applicable, any amounts in respect of value added tax chargeable on such costs and expenses which are not recoverable).
- 10.3** The Issuer shall promptly on request by Citi, DB and/or MS, pay or reimburse Citi, DB and/or MS (as appropriate) the amount of any costs or expenses (including, where applicable, any amounts in respect of value added tax chargeable on such costs and expenses which are not recoverable) which are to be borne by the Issuer or JerseyCo in accordance with this Agreement and which Citi, DB and/or MS have paid, save to the extent that (i) such costs or expenses have been taken into account in determining the Citi Payment Undertaking, DB Payment Undertaking or the MS Payment Undertaking or (ii) such costs or expenses have been paid by the Issuer or JerseyCo or otherwise reimbursed to Citi, DB and/or MS (as the case may be) pursuant to any other provisions of this Agreement, the Placing Agreement, the Option Agreement or the Placing Engagement Letter.

11 Notices

- 11.1** Subject always to Clause 3.2 and Clause 3.4, any notice or other document to be served under this Agreement shall be in writing and may be delivered by hand or sent by facsimile or by first class post to the party to be served at its address or facsimile number shown

below and marked for the attention of the person indicated. Either party may change any such details by notice given under this Clause 11.1.

11.2 Any notice or document delivered or sent in accordance with Clause 11.1 shall be deemed to have been served:

- (A) if delivered by hand, at the time of delivery; or
- (B) if sent by facsimile, when received; or
- (C) if sent by pre-paid first class post, 48 hours from the time of posting in the case of inland mail in the United Kingdom, or 72 hours from the time of posting in the case of international mail or to Jersey.

11.3 The persons to whom notices or documents should be addressed for the purposes of this Clause 11 are:

- (A) if to be served on the Issuer or JerseyCo:

For the attention of:
Andrew Kanter and Sushovan Hussain
Cambridge Business Park
Cowley Road
Cambridge CB3 0WZ
Fax no.: +44 1223 448 040

- (B) if to be served on Citi:

For the attention of:
ECM Syndicate
Citigroup Global Markets U.K. Equity Limited
33 Canada Square
Canada Wharf
London E14 5LB
Fax No.: + 44 20 7986 1141

- (C) if to be served on DB:

For the attention of:
ECM Syndicate
Deutsche Bank AG, London Branch
Winchester House
1 Great Winchester Street
London EC2N 2DB
Fax no.: +44 20 7456 6301

- (D) if to be served on MS:

For the attention of:
Head of Global Capital Markets
Morgan Stanley & Co. International plc
25 Cabot Square
London E14 4QA

12 General

- 12.1** No party may assign, or purport to assign: (i) this Agreement; (ii) all or any of their respective rights or obligations arising under or out of this Agreement; or (iii) the benefit of all or any of the other party's obligations under this Agreement.
- 12.2** Each party is entering into this Agreement for its own respective benefit and not for the benefit of another person.
- 12.3** This Agreement, the Option Agreement and the Placing Agreement constitute the whole agreement and understanding between the parties in relation to the Placing. Save as provided herein or therein, this Agreement, the Option Agreement and the Placing Agreement set forth the entire agreement between the parties with respect to the matters addressed herein and therein and supersede all prior agreements and communications, written or oral, to the extent that such agreement or communications relate to the subject matter therein, and may only be amended or modified in writing.
- 12.4** Nothing in this Agreement shall be read or construed as excluding any liability or remedy in respect of fraud.
- 12.5** The provisions contained in each Clause and Sub-clause of this Agreement shall be enforceable independently of the others and the invalidity of any one provision shall not affect the validity of the others. The rights of each of the parties under this Agreement are independent, cumulative and without prejudice to all other rights available to it and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other rights of such party whether under this Agreement or otherwise.
- 12.6** Without prejudice to any duty of confidence imposed by law or by any other agreement or any professional duty of confidence, each party agrees that this Agreement is for its confidential use only and that, subject to any requirement for disclosure arising under law or applicable regulation or as required by any securities exchange or governmental or regulatory body, neither its existence nor the terms thereof will be disclosed by it to any person other than its officers, directors, employees, accountants, attorneys and other advisers (the "**Representatives**") and its affiliates and their Representatives, and then only on a "need to know" basis in connection with the transactions contemplated herein and on a confidential basis. For the avoidance of doubt (subject as set out in the preceding sentence) the Issuer shall not, between the date of this Agreement and the date thirty (30) calendar days following Admission save as may be required by law or the rules and regulations of the FSA or the London Stock Exchange or any governmental or quasi-governmental authority or other regulatory body having jurisdiction over the Issuer, make any public statement, public announcement or public communication (other than the Placing Announcement and the Presentation Materials) concerning the Placing, the securities of the Issuer, any member of the Group, or the Acquisition.
- 12.7** Subject to clause 12.8, a person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of terms of this Agreement.
- 12.8** Each of the non-contracting third parties referred to in paragraph 5 shall have the right under the Contracts (Rights of Third Parties) Act 1999 to enforce their respective rights under those clauses as amended from time to time, provided that MS and/or DB (as appropriate) shall have sole conduct of any action on behalf of a third party referred to in

paragraph 5 that is a Connected Person (as defined in the Placing Agreement) and no enforcement shall be permitted by any such person in paragraph 5 without the consent of MS and/or DB (as appropriate).

- 12.9** Notwithstanding the provisions of paragraph 12.8, any rights arising by virtue of the Contracts (Rights of Third Parties) Act 1999 may be rescinded or varied in any way and at any time by the parties to this Agreement without the consent of any Relevant Person or of any of the non-contracting parties referred to in paragraph 5.
- 12.10** At any time after the date hereof each party agrees that it shall, promptly upon being required to do so by any other party hereto, do or procure that there shall be done all such acts and things and execute or procure the execution of all such documents and instruments as such party may from time to time reasonably require in order to give full effect to this Agreement (including, without limitation, procuring that the JerseyCo Subscription Shares are allotted and issued as freely transferable shares in accordance with this Agreement, but subject to the Articles), subject to the provisions of this Agreement.
- 12.11** Each of the Banks and any of their Relevant Persons shall not be entitled to recover damages or obtain payment, reimbursement, restitution or indemnification more than once in respect of any one liability, loss, cost, shortfall, damage, deficiency, breach or other set of circumstances, regardless of whether more than one claim arises in respect of it under this Agreement, the Placing Agreement, the Option Agreement or the Placing Engagement Letter.
- 12.12** This Agreement may be executed in counterparts (including facsimile copies) and by the parties on different counterparts. Each counterpart shall constitute an original of this Agreement but the counterparts shall together constitute one and the same Agreement.
- 12.13** This Agreement and any non-contractual obligations arising out of or in relation to it shall be governed by, and construed in accordance with, English law.
- 12.14** The courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with this Agreement whether contractual or non-contractual and accordingly any legal action or proceedings arising out of or in connection with this Agreement ("Proceedings") may be brought in such courts. The Company irrevocably submit to the non-exclusive jurisdiction of such courts and waives any objection to Proceedings in such courts whether on the ground of venue or on the ground that the Proceedings have been brought in an inconvenient forum. This submission is made for the benefit of the Banks only and shall not limit the right of the Banks (but not the Company) to take Proceedings in any other court of competent jurisdiction nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not).
- 12.15** JerseyCo hereby irrevocably appoints the Issuer at its registered office from time to time to receive, for it and on its behalf, service of process in any Proceedings and the Issuer hereby accepts such appointment. Such service shall be deemed completed on delivery to the Issuer (whether or not it is forwarded to or received by JerseyCo).

Schedule 1

Part 1 Issuer Warranties

1 The Issuer

- 1.1** The Issuer is a public limited company incorporated under the laws of England and Wales and since incorporation has been in continuous existence.
- 1.2** This Agreement has been duly authorised, executed and delivered by, and constitutes a valid and legal binding agreement of the Issuer and is enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally and to general principles of equity.
- 1.3** The execution and delivery by the Issuer of, and the performance by the Issuer of its obligations under, this Agreement:
- (A) has been duly authorised by all corporate or other action required under English law;
 - (B) do not and will not require any consent, approval, concession, authorisation or order of, or filing with, any governmental, corporate or other agency or body or any court; and
 - (C) do not and will not contravene, conflict with, violate or result in a breach of any of the terms and provisions of, or constitute a default under:
 - (i) any statute or law, or any rule or regulation or any order, judgment or decree of any government, governmental agency or body or any court applicable in respect of the Issuer or any of its property;
 - (ii) any agreement or instrument or other obligation to which the Issuer is a party or by which the Issuer or any part of its property, undertakings, assets or revenues is bound; or
 - (iii) any of the constitutional documents of the Issuer.

Schedule 1

Part 2 JerseyCo Warranties

2 JerseyCo

2.1 JerseyCo is a private limited company incorporated in Jersey under Jersey law and since incorporation:

- (A) it has been in continuous existence;
- (B) it has not traded or carried on any business or activity of any nature, save for any activities required in connection with its incorporation or in order to give effect to the terms of this Agreement, the Option Agreement and the transactions contemplated by such agreements; and
- (C) it has not incurred any liabilities other than those incurred in connection with its incorporation, under this Agreement, the Option Agreement and the Administration Agreement entered into with Ogier SPV Services Limited and the transactions contemplated by such agreements and general corporate administration costs.

2.2 This Agreement has been duly authorised, executed and delivered by, and constitutes a valid and legally binding agreement of JerseyCo and is enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally and to general principles of equity.

2.3 The execution and delivery by JerseyCo of, and the performance by JerseyCo of its obligations under, this Agreement (including, without limitation, the creation, issue and allotment of the Preference Shares):

- (A) has been duly authorised by all corporate or other action required under Jersey law;
- (B) do not and will not require any consent (other than the consent of the Jersey Financial Services Commission under the Control of Borrowing (Jersey) Order 1958, as amended, which has already been obtained), approval, concession, authorisation or order of, or filing with, any governmental, corporate or other agency or body or any court; and
- (C) do not and will not contravene, conflict with, violate or result in a breach of any of the terms and provisions of, or constitute a default under:
 - (i) any statute or law, or any rule or regulation or any order, judgment or decree of any government, governmental agency or body or any court applicable in respect of JerseyCo or any of its property;
 - (ii) any agreement or instrument or other obligation to which JerseyCo is a party or by which JerseyCo or any part of its property, undertakings, assets or revenues is bound; or
 - (iii) any of the constitutional documents of JerseyCo.

2.4 JerseyCo is and has always been resident in the United Kingdom and nowhere else for United Kingdom tax purposes.

- 2.5 JerseyCo has not given any power of attorney.
- 2.6 No share register of JerseyCo is or has at any time been located or kept in the United Kingdom.
- 2.7 JerseyCo has not done or been a party to the doing of any act which is unlawful for the purposes of section 765 of the Income and Corporation and Taxes Act 1988.

3 The Preference Shares

- 3.1 Save for any Encumbrance created by this Agreement or the Articles, there will be no pre-emption rights or Encumbrance over or in relation to the Citi Preference Shares, DB Preference Shares and MS Preference Shares as at the date of allotment and issue of such shares.
- 3.2 The Citi Preference Shares, DB Preference Shares and MS Preference Shares shall, in consideration of the DB Payment Undertaking and the MS Payment Undertaking, respectively, be issued fully paid, shall be freely transferable shares with the rights, and subject to the restrictions, set out in the Articles and shall rank *pari passu* among themselves.
- 3.3 At Admission, the directors of JerseyCo shall have due authority to allot the Citi Preference Shares, DB Preference Shares and MS Preference Shares and such shares, when allotted and issued, will have been duly and validly allotted and issued.
- 3.4 No amendments will have been made to the Articles between the date of this Agreement and Admission.

Schedule 2 A

FORM OF POWER TO ATTORNEY

THIS POWER OF ATTORNEY IS MADE AS A DEED on January 2009 by Morgan Stanley & Co. International plc (the "**Company**"), being a company limited by shares incorporated in Great Britain under the Companies Act 2006 registered in England and Wales with number [●] on [●] now having its registered office and principal place of business situated at [●] in the United Kingdom of Great Britain and Northern Ireland, hereby appoints and constitutes each of Raulin Amy, Chris Byrne, Clive Chaplin, Nick Kershaw, Philip Le Cornu, Michael Lombardi, Steve Meiklejohn, Tim Morgan, Daniel Richards, Matthew Swan, Richard Thomas, Nicholas Ward and Marc Yates, of Ogier, Whiteley Chambers, Don Street, St Helier, Jersey JE4 9WG, individually the true and lawful Attorney of the Company (the "**Attorney**") and each an "**Attorney**") for and on behalf of and in the name of the Company:

- (A) on the instruction in writing from the Company (or its legal advisers Linklaters LLP) to (a) sign, execute and deliver any number of stock transfer forms in the usual or common form to give effect to the transfer to Autonomy Corporation plc ("**Autonomy**") of the Company's entire holding of no par value redeemable preference shares in Antelope Capital (Jersey) Two Limited ("**JerseyCo**") in accordance with the terms of the Subscription and Transfer Agreement entered into between Autonomy, JerseyCo, Citigroup Global Markets U.K. Equity Limited, Deutsche Bank, AG London Branch and the Company and (b) complete any blanks in such stock transfer forms or make any amendments or additions thereto
- (B) and, on the instruction in writing from the Company (or its legal advisers Linklaters LLP), (a) to execute, sign, seal and deliver as may be appropriate any or all other documents (whether expressed to be executed as deeds or otherwise respectively) which the Company considers to be incidental thereto (and itself (or through its legal advisers Linklaters LLP) so instructs the Attorney in writing) and (b) to do any or all other acts and things which the Company considers to be necessary or expedient in connection therewith (and itself (or through its legal advisers Linklaters LLP) so instructs the Attorney in writing) such documents to be in such form as the Company (and itself (or through its legal advisers Linklaters LLP) so instructs the Attorney in writing) may approve and such approval in writing to be conclusively evidenced by the due execution thereof.

THE COMPANY HEREBY CONFIRMS AND RATIFIES all that the said Attorney shall do or cause to be done in pursuance of the purpose herein contained.

THIS POWER OF ATTORNEY shall be governed by, and construed in accordance with, English law and shall remain valid and effective until the expiration of one month from the date hereof whereupon this Power of Attorney shall immediately expire. The Company may revoke this Power of Attorney at any time by instrument in writing delivered to the Attorneys.

In witness whereof this power of attorney has been delivered on the date first stated above:

Schedule 2 B

FORM OF POWER TO ATTORNEY

THIS POWER OF ATTORNEY IS MADE AS A DEED on January 2009 by Deutsche Bank, AG Deutsche Bank AG, a corporation domiciled in Frankfurt am Main, Germany, operating in the United Kingdom under branch registration number BR00005, acting through its London branch at Winchester House, 1 Great Winchester Street, London EC2N 2DB (the "**Company**"), hereby appoints and constitutes each of Raulin Amy, Chris Byrne, Clive Chaplin, Nick Kershaw, Philip Le Cornu, Michael Lombardi, Steve Meiklejohn, Tim Morgan, Daniel Richards, Matthew Swan, Richard Thomas, Nicholas Ward and Marc Yates, of Ogier, Whiteley Chambers, Don Street, St Helier, Jersey JE4 9WG, individually the true and lawful Attorney of the Company (the "**Attorney**") and each an "**Attorney**") for and on behalf of and in the name of the Company:

- (A) on the instruction in writing from the Company (or its legal advisers Linklaters LLP) to (a) sign, execute and deliver any number of stock transfer forms in the usual or common form to give effect to the transfer to Autonomy Corporation plc ("**Autonomy**") of the Company's entire holding of no par value redeemable preference shares in Antelope Capital (Jersey) Two Limited ("**JerseyCo**") in accordance with the terms of the Subscription and Transfer Agreement entered into between Autonomy, JerseyCo, Citigroup Global Markets U.K. Equity Limited, Morgan Stanley & Co. International plc and the Company and to give effect to the transfer to Autonomy of the Company's entire holding of no par value ordinary shares in JerseyCo in accordance with the terms of the Option Agreement entered into between Autonomy, JerseyCo and the Company and (b) complete any blanks in such stock transfer forms or make any amendments or additions thereto;
- (B) and, on the instruction in writing from the Company (or its legal advisers Linklaters LLP), (a) to execute, sign, seal and deliver as may be appropriate any or all other documents (whether expressed to be executed as deeds or otherwise respectively) which the Company considers to be incidental thereto (and itself (or through its legal advisers Linklaters LLP) so instructs the Attorney in writing) and (b) to do any or all other acts and things which the Company considers to be necessary or expedient in connection therewith (and itself (or through its legal advisers Linklaters LLP) so instructs the Attorney in writing) such documents to be in such form as the Company (and itself (or through its legal advisers Linklaters LLP) so instructs the Attorney in writing) may approve and such approval in writing to be conclusively evidenced by the due execution thereof.

THE COMPANY HEREBY CONFIRMS AND RATIFIES all that the said Attorney shall do or cause to be done in pursuance of the purpose herein contained.

THIS POWER OF ATTORNEY shall be governed by, and construed in accordance with, English law and shall remain valid and effective until the expiration of one month from the date hereof whereupon this Power of Attorney shall immediately expire. The Company may revoke this Power of Attorney at any time by instrument in writing delivered to the Attorneys.

In witness whereof this power of attorney has been delivered on the date first stated above:

Schedule 2 C
FORM OF POWER TO ATTORNEY

THIS POWER OF ATTORNEY IS MADE AS A DEED on January 2009 by Citigroup Global Markets U.K. Equity Limited (the "**Company**"), being a company limited by shares incorporated in Great Britain under the Companies Act 2006 registered in England and Wales with number [●] on [●] now having its registered office and principal place of business situated at [●] in the United Kingdom of Great Britain and Northern Ireland, hereby appoints and constitutes each of Raulin Amy, Chris Byrne, Clive Chaplin, Nick Kershaw, Philip Le Cornu, Michael Lombardi, Steve Meiklejohn, Tim Morgan, Daniel Richards, Matthew Swan, Richard Thomas, Nicholas Ward and Marc Yates, of Ogier, Whiteley Chambers, Don Street, St Helier, Jersey JE4 9WG, individually the true and lawful Attorney of the Company (the "**Attorney**" and each an "**Attorney**") for and on behalf of and in the name of the Company:

- (A) on the instruction in writing from the Company (or its legal advisers Linklaters LLP) to (a) sign, execute and deliver any number of stock transfer forms in the usual or common form to give effect to the transfer to Autonomy Corporation plc ("**Autonomy**") of the Company's entire holding of no par value redeemable preference shares in Antelope Capital (Jersey) Two Limited ("**JerseyCo**") in accordance with the terms of the Subscription and Transfer Agreement entered into between Autonomy, JerseyCo, Deutsche Bank, AG London Branch, Morgan Stanley & Co. International plc and the Company and (b) complete any blanks in such stock transfer forms or make any amendments or additions thereto
- (B) and, on the instruction in writing from the Company (or its legal advisers Linklaters LLP), (a) to execute, sign, seal and deliver as may be appropriate any or all other documents (whether expressed to be executed as deeds or otherwise respectively) which the Company considers to be incidental thereto (and itself (or through its legal advisers Linklaters LLP) so instructs the Attorney in writing) and (b) to do any or all other acts and things which the Company considers to be necessary or expedient in connection therewith (and itself (or through its legal advisers Linklaters LLP) so instructs the Attorney in writing) such documents to be in such form as the Company (and itself (or through its legal advisers Linklaters LLP) so instructs the Attorney in writing) may approve and such approval in writing to be conclusively evidenced by the due execution thereof.

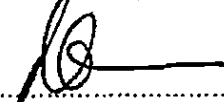
THE COMPANY HEREBY CONFIRMS AND RATIFIES all that the said Attorney shall do or cause to be done in pursuance of the purpose herein contained.

THIS POWER OF ATTORNEY shall be governed by, and construed in accordance with, English law and shall remain valid and effective until the expiration of one month from the date hereof whereupon this Power of Attorney shall immediately expire. The Company may revoke this Power of Attorney at any time by instrument in writing delivered to the Attorneys.

In witness whereof this power of attorney has been delivered on the date first stated above:

IN WITNESS whereof the parties have executed this Agreement on the date and year first above written.

SIGNED by)
)
for and on behalf of)
AUTONOMY CORPORATION PLC)

Julian Hussair


SIGNED by)
)
for and on behalf of)
CITIGROUP GLOBAL MARKETS)
U.K. EQUITY LIMITED)

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.....
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SIGNED by)
)
for and on behalf of)
DEUTSCHE BANK,)
AG LONDON BRANCH)

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.....
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SIGNED by)
)
for and on behalf of)
DEUTSCHE BANK,)
AG LONDON BRANCH)

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.....
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SIGNED by)
)
for and on behalf of)
MORGAN STANLEY)
& CO. INTERNATIONAL PLC)

.....
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.....

IN WITNESS whereof the parties have executed this Agreement on the date and year first above written.

SIGNED by)
)
for and on behalf of)
AUTONOMY CORPORATION PLC)

SIGNED by)
)
for and on behalf of)
CITIGROUP GLOBAL MARKETS)
U.K. EQUITY LIMITED)

We certify this to be
a true copy
Ashurst
25/2/09.

SIGNED by)
)
for and on behalf of)
DEUTSCHE BANK,)
AG LONDON BRANCH)

Edward Law
EDWARD LAW [MANAGING
DIRECTOR.]

SIGNED by)
)
for and on behalf of)
DEUTSCHE BANK,)
AG LONDON BRANCH)

Edward Sankey
EDWARD SANKEY [MANAGING
DIRECTOR.]

SIGNED by)
)
for and on behalf of)
MORGAN STANLEY)
& CO. INTERNATIONAL PLC)

IN WITNESS whereof the parties have executed this Agreement on the date and year first above written.

SIGNED by)
)
for and on behalf of)
AUTONOMY CORPORATION PLC)

SIGNED by)
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for and on behalf of)
CITIGROUP GLOBAL MARKETS)
U.K. EQUITY LIMITED)

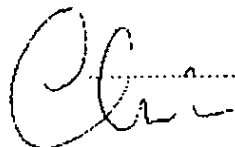
SIGNED by)
)
for and on behalf of)
DEUTSCHE BANK,)
AG LONDON BRANCH)

SIGNED by)
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for and on behalf of)
DEUTSCHE BANK,)
AG LONDON BRANCH)

SIGNED by)
)
for and on behalf of)
MORGAN STANLEY)
& CO. INTERNATIONAL PLC)

We certify this to be
a true copy
Ashurst

Ashurst
25/4/09.


Charles Lythe

IN WITNESS whereof the parties have executed this Agreement on the date and year first above written.

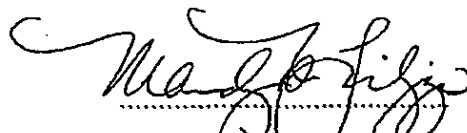
SIGNED by)
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for and on behalf of)
AUTONOMY CORPORATION PLC)

SIGNED by)
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for and on behalf of)
CITIGROUP GLOBAL MARKETS)
U.K. EQUITY LIMITED)

SIGNED by)
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for and on behalf of)
DEUTSCHE BANK,)
AG LONDON BRANCH)

SIGNED by)
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for and on behalf of)
DEUTSCHE BANK,)
AG LONDON BRANCH)

SIGNED by)
)
for and on behalf of)
MORGAN STANLEY)
& CO. INTERNATIONAL PLC)


Mandy Dehlig
Executive Director

We certify this to be
a true copy
Ashurst
24/2/09