

THE COMPANIES ACT 1985 TO 1989

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION OF

STORAGE NETWORKING INDUSTRY ASSOCIATION EUROPE LTD.

1. The name of the Company is the **STORAGE NETWORKING INDUSTRY ASSOCIATION EUROPE LTD.**
2. The registered office of the Company will be situated in England and Wales.
3. In this Memorandum of Association the expression "Storage Networking" means any technology that is concerned with the transmission of electronic data between computer systems and their disk storage, tape storage, or any successor technologies, as well as any software used in the management or control of such transmission.
4. The objects for which the Company is established are:
 - a) To promote the acceptance and implementation of Storage Networking technology and its applications.
 - b) To support the advancement of an efficient and compatible technology base in order to promote a competitive Storage Networking market place.
 - c) To identify applications for Storage Networking technology.
 - d) To promote and provide training and educational services in respect of Storage Networking technology and its applications.
 - e) To promote European and world-wide Storage Networking compatibility and interoperability.
 - f) To promote and conduct research and development in respect of all aspects of Storage Networking technology.
 - g) To develop proposals in relation to Storage Networking technology for submission to appropriate National European and International standards bodies, to perform and publish measurements, demonstrations and tests in relation to Storage Networking technology and to publish promotional and informational material in respect of Storage Networking technology.
 - h) To formulate and to establish or to adopt a code or codes of proper business conduct for its Members and to promote and to secure their compliance with such code or codes of proper conduct and with high standards of business conduct generally.
 - i) To promote and secure co-operation among Members in advancing their common interests.
 - j) To carry on any trade or business whatsoever which can, in the opinion of the Company, be advantageously carried on by the Company in connection with or ancillary to any of the general business of the Company or is calculated directly or indirectly to benefit the Company or enhance the value of or render profitable any of the Company's property or rights or is required by any customers of or persons dealing with the Company.

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- k) To purchase or by any other means acquire and take options over any property whatever, and any rights or privileges of any kind over or in respect of any property.
- l) 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.
- m) To invest and deal with the monies of the Company not immediately required for operations in such manner as may from time to time be determined and to hold or otherwise deal with any investments made.
- n) To lend and advance money or give credit on such terms as may seem expedient and with or without security to customers and others, to enter into guarantees, contracts of indemnity and suretyships of all kinds to receive money on deposit or loan upon such terms as the Company may approve and to secure or guarantee the payment of any sums of money or the performance of any obligation by any company, firm or person including any holding company, subsidiary or fellow subsidiary company in any manner.
- o) To borrow and raise money in such manner as the Company shall think fit 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) 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.
- p) 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.
- q) 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.
- r) 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.
- s) To do all or any of the things or matters aforesaid in any part of the world either as principals, agents, contractors or otherwise, and by or through agents, brokers, subcontractors or otherwise and either alone or in conjunction with others.
- t) To do all such other things as may be deemed incidental or conducive to the attainment of the Company's objects or any of them.

The objects set forth in each sub-clause of this clause shall not be restrictively construed but the widest interpretation shall be given thereto and they shall not, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any object or objects set forth in each sub-clause or from the name of the Company. None of the sub-clauses in this clause or the objects therein specified or the powers thereby conferred shall be deemed subsidiary or ancillary to the objects or powers mentioned in any other sub-clause, but the Company shall have as full a power to exercise all or any of the objects conferred by and provided in each of the said sub-clauses as if each sub-clause contained the objects of a separate company.

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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.

5. The income and property of the Company shall be applied solely towards the promotion of its objects as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to Members of the Company, provided that nothing herein shall prevent any payment in good faith by the Company to any Member officer or servant of the Company for goods or services supplied to the Company.
6. The liability of the Members is limited.
7. Every Member of the Company undertakes to contribute to the assets of the Company in the event of its being wound up while he is a Member or within one year afterwards for payment of the debts and liabilities of the Company contracted before he ceases to be a Member and the costs, charges and expenses of winding up and for the adjustment of the rights of contributories among themselves such amount as may be required not exceeding £1.
8. If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid or distributed among the members of the Company, but shall be given or transferred to some other institution (charitable or otherwise) having objects similar to the objects of the Company and which shall prohibit the distribution of its or their income to its or their members. Such institutions to be determined by the members of the Company at or before the time of dissolution.

We, the persons whose names, addresses and description are subscribed, wish to be formed into a company in pursuance of this memorandum of association.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

Mr Peter Michael Coleman	Infinity I/O Ltd Hartley Wintney, UK
Mr Ian Scott Lockhart	Ideal Enterprise Solutions Ltd Chessington, UK
Mr Jason Phippen	VERITAS Software Reading, UK
Mr Paul Talbut	Hardware Planning Services Ltd Newbury, UK

Dated this [] day of [] 2003

WITNESS to the above signatures:

Ms. Mary Susan McCue
Parkshot House, 5 Kew Road
Richmond, Surrey TW9 2PR

THE COMPANIES ACT 1985 TO 1989

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION OF

STORAGE NETWORKING INDUSTRY ASSOCIATION EUROPE LTD.

PRELIMINARY

1. Regulations 2 to 35 inclusive, 54,55,57,59,102 to 108 inclusive, 110,114,116 and 117 of Table A, shall not apply to the Company but the Articles hereinafter contained and, subject to the modifications hereinafter expressed, the remaining regulations of Table A shall constitute the Articles of Association of the Company.

INTERPRETATION

2. In regulation 1 of Table A the definition of “the holder” shall be omitted.

DEFINITIONS

Address means, in relation to Electronic Communications, any number or address used for the purposes of such Communications.

Communication means the same as in the Electronic Communications Act 2000.

Electronic communications means the same as in the Electronic Communications Act 2000.

EMEA means Europe, Middle East and Africa, which are comprised of those countries as shall be designated from time to time by the Board of Directors.

Regional Sales for the purposes of categorising Full Members means the turnover in EMEA of the Member of the Company.

Relevant Products and Services means the research, design, production, marketing, distribution and/or support of products and services related to Storage Networking and any such further products and services considered by the Directors to be compatible therewith.

Storage Networking means any technology that is concerned with the transmission of electronic data between computer systems and their disk storage, tape storage, or any successor technologies, as well as any software used in the management or control of such transmission.

Written or in writing shall, unless the contrary intention appears, be construed as including reference to email, facsimile transmission, electronic image, printing, lithography, photography and other modes if representing or reproducing words in a visible form.

Unless the context otherwise requires words or expressions contained in these Articles shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which the Articles become binding on the Company.

Any reference herein to the provisions of any Act shall extend to and include any amendment or re-enactment of or substitution for the same effected by any subsequent Statute.

MEMBERSHIP

3. Any Body Corporate, Body of Persons, Person or other legal entity engaged in the Relevant Products and Services or with a common interest in promoting Storage Networking shall be eligible for either Full Membership or Associate Membership of the Company at their election.

Associate Members shall not be entitled to vote at general meetings of the Company, nor to vote for Directors, nor to hold office as Director, nor to exercise any other legal rights of Members.

The Board may from time to time establish different categories of Associate Membership in accordance with article 15 and Associate Members shall have only those rights expressly granted to the Associate Member's category of membership by resolution of the Directors.

4. The Directors shall have full power to admit to membership any Body Corporate, Body of Persons, Person or other legal entity they deem to qualify for membership and who have paid the requisite subscriptions.
5. New applications for Membership shall be delivered to the Company in writing and in such form as the Directors require.
6. The Board shall have full power to determine the eligibility of every applicant for Membership and in its discretion to refuse an application without giving any reason for such refusal.
7. A Member of the Company is an organisation for which the appropriate subscription is paid. Each Member has one Primary Representative. Subsidiary companies (defined, for these purposes as a company over which another Member of the Company has effective control) and associated companies (defined as being partly owned by one or more Members of the Company but over which no single Member of the Company has effective control), shall be regarded as completely separate entities, with their own Membership, Primary Representative, entitlement to apply for Board seats and other Membership entitlements.

PRIMARY REPRESENTATIVES AND ALTERNATES

8. Each Full Member of the Company must appoint a representative as Primary Representative who is duly authorised to act on its behalf at any meeting of the Company and in relation to all other rights of Membership of the Company and one Alternate Representative who shall have the power in the absence of any Primary Representative to act for such Primary Representative at any meeting of the Company and in all matters in relation to all other rights of Membership of the Company. Such appointments shall be made in writing to the Secretary of the Company at the time of application for membership.
9. Each Associate Member shall appoint a representative as Primary Representative. Such representative shall not be empowered to vote at general meetings of the company.
10. Authorised Primary and Alternate Representatives of Members shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual Member of the Company.
11. A Member may at any time by giving notice in writing to the Secretary of the Company revoke the authority of its representative and authorise another representative in his place.

CODE OF CONDUCT AND INTELLECTUAL PROPERTY RIGHTS

12. Each Member of the Company and applicant for membership may be required by the Directors to agree in writing to comply with any code of proper business conduct, the terms of intellectual property agreements to which the Company is a party, and any rules, byelaws or other regulations adopted by the Company before being admitted to Membership of the Company.
13. The Directors may at their sole discretion suspend certain rights of Members who have not complied with the requirements set by the Directors under authority of clause 12 within 30 days of receiving written notice of the violation from the Company.

MEMBERSHIP CATEGORIES AND SUBSCRIPTIONS

14. Full Members shall each year be placed in a category according to the Regional Sales of the Relevant Products and Services and reported by them respectively for the preceding financial year, as follows:
 - a) Large Company Member. Any Body Corporate, Body of Persons or other legal entity not being a sole tradership and with Regional Sales in excess of €50m per annum shall, if eligible for and admitted to membership of the Company in accordance with these Articles of Association, be a Large Company Member.
 - b) Medium Size Company Member. Any Body Corporate, Body of Persons, or other legal entity not being a sole tradership and with Regional Sales in excess of €10m per annum and less than €50m per annum shall, if eligible for and admitted to membership of the Company in accordance with these Articles of Association, be a Medium Size Company Member.
 - c) Small Company Member. Any Body Corporate, Body of Persons, Person or other legal entity with Regional Sales of less than €10m per annum, or operating and trading solely within a single country in EMEA, shall, if eligible for and admitted to membership of the Company in accordance with these Articles of Association, be a Small Company Member. For the elimination of doubt, any company operating or trading solely within a single country in EMEA shall qualify for Small Company Membership without consideration of turnover.

The Board shall have full power and authority to vary from time to time the above categories and qualifying turnover figures of Full Members.

The rights, privileges, preferences, restrictions or conditions of Full Members may, subject to the provisions of the Act, be modified, abrogated or varied with the consent of three fourths of the Members present whether in person or by proxy at a general meeting. Such consent shall be required (by way of non exhaustive example) in respect of the following matters: the Company entering into a members' voluntary liquidation; and/or an amendment to the Company's Memorandum and/or Articles of Association.

15. The Directors may from time to time, by resolution and at their sole discretion specify categories of Associate Members and determine qualifications, rights, duties and fees of those categories.
- REMOVAL FROM MEMBERSHIP (all Members)

16. Membership shall cease:-

- a) If a Member being a Body Corporate, Body of Persons or other legal entity be dissolved or go into liquidation whether voluntary or compulsory (otherwise than for the purpose of reconstruction).
- b) If a Member, not being a Body Corporate, Body of Persons or other legal entity becomes a

bankrupt or makes any assignment for the benefit of or by way of trust for his or their creditors or executes a deed of trust for or on behalf of creditors or becomes notour bankrupt in Scotland.

- c) If a Member ceases to be qualified for Membership under the criteria specified in clause 3 and in such event it is the duty of the Member to inform the Company.
- d) If and when the Member's subscription or other monies due be in arrears for 90 days or such extended period if any allowed by the Board.
- e) If in the opinion of the Board the continued Membership of the Member would bring the Company into disrepute or be against the interests of the majority of the Members of the Company and the Board passes a resolution to exclude the Member from Membership of the Company provided that
 - i. Any Member so excluded shall have the right to make written and oral representations and to have his case considered by the Board in accordance with regulations to be made by the Board and the decision of the Board as to the exclusion of the Member shall be final.
 - ii. When a Member is excluded for any reason, such Member shall be deemed to cease to be a Member for all purposes on the date of the final decision to exclude such Member.

RESIGNATION FROM MEMBERSHIP

17. A Member may at any time resign his Membership of the Company by giving at least thirty clear days' written notice to the Company with such resignation taking effect at the end of the thirty days' notice period.

SUSPENSION FROM MEMBERSHIP (all Members)

18. If any Member neglects to pay the subscription or levies, if any, due within 90 days after the same shall have become due such Member shall, at the discretion of the Board, be suspended from all rights and privileges of Membership and such suspension shall continue until the payment in full of arrears of the Member so suspended or until the termination of the Membership of the suspended Member under the provisions of article 16.

SUBSTITUTION

19. The Board shall have power to substitute the successor in business of any Member as a Member and in such case the Member so substituted shall enjoy all the rights and privileges of the Member in whose place he or it is admitted and shall be entitled to the benefit of the unexpired portion of any dues paid in advance by the Member whom he or it succeeds.

Subject as aforesaid the rights of Membership shall not be transferable.

PROVISIONS FOLLOWING CESSATION OF MEMBERSHIP

20. Any Member who shall cease to be a Member of the Company for any reason shall forfeit all monies paid by such Member to the Company, but shall not be relieved thereby from any then existing liability to the Company and any subscription or levy due and unpaid at the date of ceasing to be a Member and any money due to the Company on any other account shall be a provable debt against such Member or in any liquidation composition or bankruptcy.

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21. The Company shall not be bound to repay to any Member terminated or substituted under the provisions of articles 16-19 the whole or any part of any initial fee or annual subscription or any other payment made by such terminated or substituted Member to the Company.
22. Membership shall not be transferable except with the express prior authority of the Directors which may be granted or withheld at their absolute discretion without giving any reason therefor.

SUBSCRIPTIONS

23. The Subscription to be paid by Members shall be determined from time to time by the Board. Subscriptions for each membership year shall be due and payable in full on the first day of each membership year or on such other date as may be determined by the Board. The Board shall also have the power from time to time to raise a levy from the Members of such sum or sums as shall be considered necessary.
24. In a case when a Member (“in this article the First Member”) becomes a subsidiary company (as defined in article 7) of another Member (“in this article the Second Member”) the First Member shall continue to be liable for subscription and other monies as if the First Member had ceased to be a Member on the date on which it became a subsidiary of the Second Member.

GENERAL MEETINGS

25. The Company shall hold a General Meeting every year as its Annual General Meeting at such time and place as may be determined by the Board, and shall specify the meeting as such in the notice calling it, provided that every annual general meeting except the first shall be held not more than fifteen months from the holding of the last preceding annual general meeting. Provided that so long as the Company holds its first Annual General Meeting within eighteen months of its incorporation, it need not hold it in the year of its incorporation or in the following year.
26. All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings.
27. The Board may whenever they think fit, convene an Extraordinary General Meeting and Extraordinary General Meetings shall also be convened on such requisition or, in default, may be convened by such requisitionists, as provided by Section 368 of the Act, the provisions of which shall also apply to enable not less than 10% of Full Members in good standing to convene a meeting on Members’ requisitions as provided in that section.

NOTICE OF GENERAL MEETING

28. An Annual General Meeting and a meeting called for the passing of a Special Resolution or the election of Directors shall be called by twenty-one days’ notice in writing at the least; any other meeting of the Company shall be called by fourteen days’ notice in writing at the least. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given and shall specify the place, the day and the hour of meeting and, in case of special business, the general nature of that business shall be given, according to the notification provisions of these articles, or in such other manner, if any, as may be prescribed by the Company in General Meeting, to such persons who are, under the Articles of the Company, entitled to receive such notices from the Company.

Provided that a meeting of the Company shall, notwithstanding that it is called by shorter notice than that specified in this Article, be deemed to have been duly called if it is so agreed:-

- a) in the case of a meeting called as the Annual General Meeting by all the Members entitled to attend and vote thereat; and
- b) in the case of any other meetings by a majority in number of the Members having a right to attend and vote at the meeting, being a majority together representing not less than 95 per cent of the total voting rights at that meeting of all the Members.
- c) The accidental omission to give notice of a meeting to, or the non-receipt of the notice of meeting by, any person entitled to receive notice shall not invalidate proceedings at that meeting.

PROCEEDINGS AT GENERAL MEETINGS

29. All business shall be deemed special that is transacted at an Extraordinary General Meeting, and also all that is transacted at an Annual General Meeting with the exception of the consideration of the accounts, balance sheets, the reports of the Directors and the reports of the Auditors (if any), the election of Directors in the place of those retiring and the appointment of, and the fixing of the remuneration, of the Auditors (if any).
30. No business shall be transacted at any General Meeting unless a quorum of the Members is present at the time when the meeting proceeds to business; save as herein otherwise provided, 25% of Full Members in good standing present in person or by proxy shall constitute a quorum.
31. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of Members, shall be dissolved; in any other case it shall stand adjourned to such other day and at such other time and place as the Directors may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the Full Members present in person or by proxy shall constitute a quorum for that meeting.
32. The Chairman, if any, of the Board of Directors shall preside as chairman at every General Meeting of the Company. If there is no Chairman for the time being, or if he shall not be present within fifteen minutes after the time appointed for the holding of the meeting or he is unwilling to act, the Full Members present shall elect some other Director to be chairman of the meeting. If at any meeting no Director is willing to act as chairman or if no Director is present within fifteen minutes after the time appointed for holding the meeting the Members present shall choose one of their number to be chairman of the meeting.
33. The Chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty days or more notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment of the business to be transacted at an adjourned meeting.
34. At any General Meeting, a resolution put to the vote of the meeting shall be decided on a show of hands, unless before or on the declaration of the result of the show of hands a secret ballot is demanded:-
 - a) by the Chairman; or
 - b) by at least two Full Members present in person or by proxy;

Unless a secret ballot be so demanded a declaration by the Chairman that a resolution has on a show of hands been carried or carried unanimously or by a particular majority or lost and an entry

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to that effect in the book containing the minutes of proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour or against such resolution.

The demand for a secret ballot may be withdrawn.

35. Except as provided in article 37 if a secret ballot is duly demanded it shall be taken in such manner as the chairman directs, and the results of the secret ballot shall be deemed to be a resolution of the meeting at which the secret ballot was demanded.
36. In the case of an equality of votes, whether on a show of hands or on a secret ballot, the chairman of the meeting at which the show of hands takes place or at which the secret ballot is demanded, shall be entitled to a second or casting vote.
37. A secret ballot demanded on the election of a chairman, or on a question of adjournment shall be taken forthwith. A secret ballot demanded on any other question shall be taken at such time as the chairman of the meeting directs, and any business other than that upon which a secret ballot has been demanded may be proceeded with pending the taking of the secret ballot.
38. Subject to the provisions of the Act, a resolution in writing signed by all the Full Members for the time being entitled to receive notice of and to attend and vote at General Meetings shall be as valid and effective as if the same had been passed at a General Meeting of the Company duly convened and held.

VOTES OF MEMBERS

39. Save as herein otherwise provided, every Full Member present in person or proxy shall have one vote.
40. No Members shall be entitled to vote at any General Meeting unless all monies presently payable by him to the Company have been paid and all codes of conduct, intellectual property agreements, rules, regulations, byelaws or other such documents as the Directors may require for Membership in the Company have been duly signed by the Member and received by the Company.
41. On a show of hands or on a secret ballot, votes may be given either personally or by proxy.
42. The instrument appointing a proxy shall be in writing executed by or on behalf under the hand of the appointer or of his attorney duly authorised in writing. A proxy need not be a Member of the Company.
43. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority shall be deposited in writing at the registered office of the Company or at such other place or electronic address as has been specified (i) in the notice convening the meeting, or (ii) in any instrument of proxy sent out by the Company in relation to the meeting, or (iii) in any invitation contained in an electronic communication to appoint a proxy issued by the Company in relation to the meeting. Said instrument shall be received at such place or electronic address not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote; or in the case of a secret ballot, not less than twenty-four hours before the time appointed for the taking of the secret ballot and in default the instrument of proxy shall not be treated as valid.
44. The instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit:
“

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I(We).....ofin the County of
.....being a member (members) of the above named Company hereby
appoint.....on my (our) behalf at the (Annual or Extraordinary, or
Adjourned, as the case may be) General Meeting, and at any adjournment thereof.

Signed.....day of..... 20....

Where it is desired to afford members an opportunity of voting for or against a resolution the instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit:

“

I(We).....ofin the County of
.....being a member (members) of the above named Company hereby
appoint.....on my (our) behalf at the (Annual or Extraordinary, or
Adjourned, as the case may be) General Meeting, of the Company to be held on the.....day
of.....and at any adjournment thereof.

Signed.....day of..... 20....

This form is to be used in *favour of/against the resolution.
Unless otherwise instructed the proxy will vote as he thinks fit.
*Strike out whichever is not desired.

- 45. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a secret ballot.
- 46. A vote given in accordance with the terms of any instrument of proxy shall be valid notwithstanding the previous death of the principal or revocation of the proxy, provided that no intimation in writing of such death or revocation shall have been received by the Company at its registered office before the commencement of the meeting or an adjourned meeting at which the proxy is used.

DIRECTORS

- 47. Unless otherwise determined by a vote of the Full Members of the Company in General Meeting, the maximum number of Directors shall be thirteen and the minimum number of Directors shall be two.
- 48. The first Directors shall be the persons named in the Statement delivered under Section 10 of the Act and shall serve a term of office to be determined by resolution of the Directors, provided that such term of office shall not exceed two years from the time of incorporation of the Company, prior to the end of which period elections shall be held.
- 49. The election of Directors by the Members of the Company shall take place at least every two years and the term of office of the elected Directors will commence at the Annual General Meeting following their election. The Directors shall determine the number of Directors to be elected by the Members of the Company prior to opening a call for nominations to the Members, provided such number complies with article 47.
- 50. The Directorship of all Directors whether appointed or elected shall cease on the date of the Annual General Meeting following a duly called election, unless he or she has been re-elected by the Members.

51. No Member of the Company shall be entitled to nominate more than one representative as a candidate for election to the Board.
52. No Member of the Company may have more than one representative serving on the Board at any time.
53. The Directors may from time to time and at any time appoint any duly authorised representative of a Full Member of the Company, subject to the restriction in article 52, as a Director either to fill a casual vacancy or as an additional Director provided the maximum number of Directors as prescribed in article 47 is not exceeded. Any Director so appointed shall retain his office until the next scheduled election of Directors at which he shall then be eligible for election.
54. No person who is not a Primary Representative, Alternate Representative or other employee duly authorised in the same manner to act as a representative of a Full Member of the Company shall in any circumstances be eligible to hold office as a Director.

POWERS AND DUTIES OF THE DIRECTORS

55. The business of the Company shall be managed by the Directors who may exercise all such powers of the Company as are not by the Act or other legislation applicable to the Company or by these Articles, required to be exercised by the Members of the Company in General Meeting, subject nevertheless to the provisions of the Act, such other legislation or these Articles and to such regulations, being not inconsistent with the aforesaid provisions, as may be prescribed by the Company in General Meeting; but no regulation made by the Company in General Meeting shall invalidate any prior act of the Directors which would have been valid if that regulation had not been made.
56. The Board may from time to time and at any time by power of attorney appoint any company, firm or person or body of persons, whether nominated directly or indirectly by the Board, to be the attorney or attorneys of the Company for such purposes outside the United Kingdom and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Board under these articles) and for such period and subject to such conditions as they may determine. All acts and proceedings of any such companies, firms or persons shall be fully reported back to the Board as soon as possible.
57. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for money paid to the Company, shall be signed, drawn, accepted, endorsed or otherwise executed as the case may be in such manner as the Directors shall from time to time by resolution determine. A copy of the resolution of the Board shall be conclusive evidence that the resolution was duly passed.
58. The Directors may exercise all the powers of the Company to borrow money (including for the avoidance of doubt, from Members) and to mortgage or charge its property, or any part thereof, and to issue debentures, debenture stock and other securities, whether outright or as security for any debt liability or obligation of the Company, all on such terms as the Directors in their discretion think fit.
59. The Directors shall have power from time to time to appoint one of their number to be Chairman of the Board of Directors and determine the period for which he is to hold office.
60. The Directors shall cause minutes to be made in books provided for the purpose:-
 - a) of all appointments of officers made by the Directors;

- b) of the names of the Directors present at each meeting of the Directors and of any committee of the Directors.
 - c) of all resolutions and proceedings at all meetings of the Company, and of the Directors, and of committees of Directors.
61. The Directors shall have power from time to time to adopt and make alter or revoke byelaws for the regulation of the Company provided such byelaws are not repugnant to the Memorandum or Articles of Association. Any resolution of the Directors for the adoption, making, alteration or revocation of such byelaws shall be subject to confirmation by Special Resolution of the Company at the next Annual General Meeting and, if it be not so confirmed, shall cease to have effect at the conclusion of that meeting. All such byelaws for the time being in force shall be binding upon all Members until the same shall cease to have effect as hereinbefore provided or shall be varied or confirmed by a Special Resolution of the Company. The accidental omission to give notice of the adoption, making or alteration of such byelaws, or the non-receipt of same by any Member of the Company shall not absolve the Member from compliance.
62. The Directors for the time being may act notwithstanding any vacancy in their body; provided always that, if the Directors shall at any time be reduced in number to less than the minimum prescribed by or in accordance with article 47 it shall be lawful for them to act for the purpose of filling up vacancies in their body, or summoning a General Meeting but not for any other purpose.

DISQUALIFICATION OF DIRECTORS

63. The office of Director shall be vacated if a Director:-
- a) becomes insolvent or commits any act of bankruptcy or suffers the filing of a petition in bankruptcy or shall make any arrangement or composition with creditors or take or suffer any similar action in consequence of the debt;
 - b) becomes incapable by reason of mental disorder, illness or injury of managing and administering his property and affairs;
 - c) ceases to be a duly authorised representative of a Full Member of the Company;
 - d) by notice in writing to the Company resigns his office;
 - e) ceases to hold office by reason of any order made under Sections 295 to 299 inclusive of the Act;
 - f) is removed from office by a resolution passed pursuant to Section 303 of the Act.
 - g) is directly or indirectly interested in any contract with the Company and fails to declare the nature of his interest in manner prescribed by section 317 of the Act.
 - h) fails to comply with policies established by resolution of the Directors in respect of meeting attendance requirements.
64. A Director shall not vote in respect of any contract in which he or the Member for whom he works is personally interested or any matter arising thereout, and if he does so vote his vote shall not be counted.

PROCEEDINGS OF THE DIRECTORS

65. The Directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit and determine the quorum necessary for the transaction of business. Unless otherwise determined, greater than 50% of Directors then holding office are required to constitute a quorum. Questions arising at any meeting shall be decided by a majority of votes. In the case of an equality of votes the chairman of a meeting shall have a second or casting vote.
66. A Director may, and on the request of a Director the Secretary shall, at any time, summon a meeting of the Directors by notice served upon the Directors at least 7 days in advance of the meeting and in accordance with articles 85-88, provided that a meeting of the Directors shall, notwithstanding that it is called by shorter notice than that specified in this Article, be deemed to have been duly called if it is so agreed by all of the Directors present at the meeting, provided a quorum is present to transact business.
67. The accidental omission to give notice of a meeting to, or the non-receipt of the notice of meeting by, any person entitled to receive notice shall not invalidate proceedings at that meeting.
68. The Chairman shall be entitled to preside at all meetings of the Directors at which he shall be present, but if there be no such Chairman for the time being or if at any meeting the Chairman will not be present within five minutes after the time appointed for holding the meeting and willing to preside, the Directors present shall choose one of their number to be chairman of the meeting.
69. The Directors may delegate any of their powers to Committees of the Board consisting of such person or persons (whether or not Directors or Members of the Company) as the Directors think fit but so that any committee consisting of less than three persons shall consist only of Directors and any other committee shall consist of Directors to the extent of at least two third of its number. Any committee so formed shall conform to any regulations imposed on it by the Directors and shall be subject at all times to the control of the Directors.
70. The meetings and proceedings of any such Committee of the Board shall be governed by the provisions of these Articles for regulating the meetings and proceedings of the Directors so far as applicable and so far as the same shall not be superseded by any regulations made by the Directors as aforesaid. Directors' meetings may be held by telephone, video-conference or any other form of audio-visual linking, so long as all the Directors participating in the meeting can hear and speak to one another.
71. All acts bona fide done by any meeting of the Directors or of any Committee of the Board or by any person acting as a Director or Member of any Committee of the Board shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office or any such Director or person acting as aforesaid or that they or any of them were disqualified be as valid as if every such person had been duly appointed or had duly continued in office and was qualified to be a Director or Member of the committee.
72. A resolution in writing signed by all the Directors for the time being or of any Committee of the Board set up by the Directors who are duly entitled to receive notice of a meeting of the Directors or such Committee of the Board shall be as valid and effectual as if it had been passed at a meeting of the Directors or such Committee of the Board respectively duly convened and constituted. For the avoidance of doubt, where a vote on a written resolution is conducted by email, a Director may affix his signature to the resolution only by means of an email response voting in favour of the resolution without conditions, and all Directors shall be required to sign electronically the resolution in such manner for the resolution to be deemed as valid and effectual

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as if it had been passed at a meeting of the Directors or such Committee of the Board respectively duly convened and constituted.

INDEMNITY OF OFFICERS AND DIRECTORS

73. The Directors and servants of the Company shall be indemnified out of the funds and property of the Company from and against all costs, charges, losses, damages and expenses whatsoever which they or any of them shall sustain or incur in the execution of their powers or duties unless the same shall arise by reason of their own wilful neglect or default and the Company must pay for the Directors and servants of the Company to have insurance against such liability; but this clause shall have effect subject to the provisions of Section 310 of the Act.

RULES, BYELAWS AND REGULATIONS

74. The Company may by ordinary resolution of the Full Members of the Company in general meeting adopt any rules, byelaws or regulations as rules, byelaws or regulations of the Company which shall be binding upon all Members of the Company.

75. Any rules, byelaws or regulations adopted in accordance with article 74 may be amended or rescinded by ordinary resolution of the Full Members of the Company in general meeting.

76. Notwithstanding the provisions of articles 74 and 75 above the Directors shall have power to adopt amend or rescind any rules, byelaws or regulations of the Company provided that such adoption amendment or rescission shall continue in force only until the next General Meeting of the Company, when such adoption, amendment or rescission shall be voted upon by the Full Members of the Company.

77. All rules, byelaws or regulations adopted from time to time by the Company shall be published to the Members of the Company.

78. If at any time there shall be any conflict between the provisions of the Memorandum and Articles of Association of the Company and any rules byelaws and regulations adopted by the Company the provisions of the Memorandum and Articles of Association shall prevail.

SECRETARY

79. Subject to section 10(5) of the Act, the secretary shall be appointed by the Directors for such term and such remuneration and upon such conditions as they may think fit, and any secretary so appointed may be removed by them. The Directors may from time to time by resolution appoint an assistant or deputy secretary, and any person so appointed may act in place of the secretary if there be no secretary capable of acting.

THE SEAL

80. The Company shall not have a seal unless the Directors resolve to have one.

ACCOUNTS

81. The Directors shall cause accounting records to be kept and accounts to be prepared in accordance with Part VII of the Act, or other legislation for the time being applicable to the Company.

82. The accounting records shall be kept at the registered office of the Company or, subject to Section 222 of the Act, at such other place or places as the Directors think fit, and shall always be open to the inspection of the officers of the Company.

83. The Directors shall from time to time determine whether and to what extent and what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of Members not being Directors, and no Member (not being a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by statute or authorised by the Directors or by the Company in general meeting.
84. At the Annual General Meeting in every year the Directors shall lay before the Company an income and expenditure account for the period to the last preceding accounting year (or in the case of the first accounts since the incorporation of the Company made up to a date not more than four months before such meeting) together with a balance sheet and be accompanied by reports of the Directors and the Auditors (if required by law). Copies of such account, balance sheet and reports and of any other documents required by law to be annexed or attached thereto or to accompany the same shall not less than 21 clear days before the date of the meeting be sent to the Auditors and to all other persons entitled to receive notices of General Meetings in the manner in which notices are hereinafter directed to be served. The Auditor's report (if any) shall be open to inspection and be read before the meeting as required by Section 235 of the Act.

NOTICES

85. Any notice or other document to be given to or by any person pursuant to these Articles (other than a notice calling a meeting of the directors) shall be in writing or shall be given using electronic communications to an address for the time being notified for that purpose..
86. Any notice or other document may be served on or delivered to any Member. A written notice may be given by the Company to any Member or to any other person on whom notices are to be served pursuant to these Articles either personally, or by sending it to his registered postal address, or to the electronic address, if any, supplied by him to the Company.
87. Where a notice is served personally, it shall be deemed to have been served immediately upon delivery. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, pre-paying and posting a letter containing the notice, and to have been effected at the expiration of 72 hours after the letter containing the same is posted. Proof that a notice contained in an electronic communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given. A notice contained in an electronic communication shall be deemed to be given at the expiration of 48 hours after the time it was sent.
88. Notice of every General Meeting shall be given in any manner hereinbefore authorised to:-
- a) every Member except those Members who have not supplied to the Company a postal or electronic address for the giving of notices to them.
 - b) Every person being a legal personal representative or a trustee in bankruptcy of a Member or Liquidator where the Member but for his death or bankruptcy or liquidation of a Company would be entitled to receive notice of the meeting.
 - c) The Auditor (if any) for the time being of the Company.

No other person shall be entitled to receive notice of General Meetings.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

Mr Peter Michael Coleman	Infinity I/O Ltd Hartley Wintney, UK
Mr Ian Scott Lockhart	Ideal Enterprise Solutions Ltd Chessington, UK
Mr Jason Phippen	VERITAS Software Reading, UK
Mr Paul Talbut	Hardware Planning Services Ltd Newbury, UK

Dated this [] day of [] 2003

WITNESS to the above signatures:

Ms. Mary Susan McCue
Parkshot House, 5 Kew Road
Richmond, Surrey, TW9 2PR