

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM S-8
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

CLARUS CORPORATION

(Exact name of registrant as specified in its charter)

<TABLE>

<S>	<C>	<C>
DELAWARE	3970 Johns Creek Court, Suite 100 Suwanee, Georgia 30024	58-1972600
(State or other jurisdiction of incorporation or organization)	(Address of principal executive offices)	(I.R.S. Employer Identification Number)

</TABLE>

EMPLOYEE STOCK PURCHASE PLAN
OF CLARUS CORPORATION
(750,000 Shares)

GLOBAL EMPLOYEE STOCK PURCHASE PLAN
OF CLARUS CORPORATION
(250,000 Shares)

(Full title of the plans)

Mr. Stephen P. Jeffery
Chairman, President and
Chief Executive Officer
Clarus Corporation
3970 Johns Creek Court, Suite 100
Suwanee, Georgia 30024
(770) 291-3900

(Name, address and telephone number, including area code,
of agent for service)

CALCULATION OF REGISTRATION FEE

<TABLE>

<CAPTION>

Title of securities to be registered	Proposed maximum Amount to be registered	Proposed maximum offering price per share(1)	Proposed maximum aggregate offering price(1)	Amount of registration fee(1)
<S>	<C>	<C>	<C>	<C>
Common Stock, \$.0001 par value	1,000,000 shares	\$39.64	\$39,640,000	\$10,464.96

</TABLE>

- (1) Pursuant to Rule 457(c), based on the average (\$39.64) of the high (\$42.03) and low (\$37.25) sales prices of the registrant's common stock on July 26, 2000, as reported on the Nasdaq National Market.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The following documents filed by Clarus Corporation (the "Company") with the Securities and Exchange Commission (the "Commission") are incorporated herein by reference:

(a) The Company's Annual Report on Form 10-K and Form 10-K/A for the fiscal year ended December 31, 1999, filed with the Commission on March 20, 2000, and April 28, respectively;

(b) The Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2000, filed with the Commission on May 15, 2000;

(c) The Company's Current Reports on Form 8-K, filed with the Commission on January 6, 2000, March 20, 2000, June 12, 2000 and June 13, 2000;

(d) The description of the Company's Common Stock, \$.0001 par value, contained in the Company's Registration Statement on Form 8-A filed pursuant to Section 12(g) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), including any amendment or report filed for the purpose of updating such description; and

(e) All other reports filed pursuant to Section 13(a) or 15(d) of the Exchange Act since the date of the document referred to in (a), above.

All documents subsequently filed by the Company pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act prior to the filing of a post-effective amendment which indicates that all securities offered hereby have been sold or which deregisters all securities remaining unsold shall be deemed to be incorporated by reference herein and to be a part hereof from the date of the filing of such documents.

Item 4. Description of Securities.

Not applicable.

Item 5. Interests of Named Experts and Counsel.

The legality of the securities offered hereby has been passed upon by the firm of Womble Carlyle Sandridge & Rice, PLLC, counsel to the Company. Members of the firm hold approximately 3,000 shares of Common Stock.

Item 6. Indemnification of Directors and Officers.

The Restated Bylaws of the Company (the "Restated Bylaws") and the Restated Certificate of Incorporation (the "Restated Certificate") of the Company provide that the directors and officers of the Company shall be indemnified by the Company to the fullest extent authorized by Delaware law, as it now exists or may in the future be amended, against all expenses and liabilities reasonably incurred in connection with service for or on behalf of the Company. Insofar as indemnification for liabilities arising under the Securities Act of 1933, as amended (the "Securities Act"), may be permitted to directors, officers and controlling persons of the Company pursuant to the Restated Bylaws, in the opinion of the Securities and Exchange Commission, such indemnification is against public policy as expressed in the Securities Act and

is, therefore, unenforceable. The Company has obtained insurance which insures the directors and officers of the Company against certain losses and which insures the Company against certain of its obligations to indemnify such directors and officers. In addition, the Restated Certificate of the Company provides that the directors of the Company will not be personally liable for monetary damages to the Company for breaches of their fiduciary duty as directors, unless they violated their duty of loyalty to the Company or its stockholders, acted in bad faith, knowingly or intentionally violated the law, authorized illegal dividends or redemptions or derived an improper personal benefit from their action as directors. Such limitations of personal liability under the Delaware Business Corporation law do not apply to liabilities arising out of certain violations of the federal securities laws. While non-monetary relief such as injunctive relief, specific performance

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and other equitable remedies may be available to the Company, such relief may be difficult to obtain or, if obtained, may not adequately compensate the Company for its damages.

There is no pending litigation or proceeding involving any director, officer, employee or agent of the Company where indemnification by the Company will be required or permitted. The Company is not aware of any threatened litigation or proceeding that might result in a claim for such indemnification.

Item 7. Exemption from Registration Claimed.

Not applicable.

Item 8. Exhibits.

The following exhibits are filed as a part of this Registration Statement:

Number	Description
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4.1	Amended and Restated Certificate of Incorporation of the Company, which is incorporated by reference to Exhibit 3.1 of the Company's Registration Statement on Form S-1 (File No. 333-46685), filed with the Commission on February 23, 1998.
4.2	Amendment to Amended and Restated Certificate of Incorporation of the Company.
4.3	Amended and Restated Bylaws of the Company, which are incorporated by reference to Exhibit 3.2 of the Company's Registration Statement on Form S-1 (File No. 333-46685), filed with the Commission on February 23, 1998.
5	Opinion of Womble Carlyle Sandridge & Rice, PLLC, as to the legality of the Common Stock being registered.
23.1	Consent of Womble Carlyle Sandridge & Rice, PLLC, which is contained in its opinion filed as Exhibit 5.
23.2	Consent of Arthur Andersen LLP.
24	Power of Attorney (included in the signature page to this Registration Statement).
99.1	Employee Stock Purchase Plan of Clarus Corporation.
99.2	Global Employee Stock Purchase Plan of Clarus Corporation.

Item 9. Undertakings.

(a) The Company hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

- (i) To include any prospectus required by Section 10(a)(3) of the Securities Act;
- (ii) To reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement;

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- (iii) To include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement;

provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if

the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed with or furnished to the Commission by the Company pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in the Registration Statement.

- (2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
- (3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.
- (b) The Company hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Company's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act that is incorporated by reference in the Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
- (c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Company pursuant to the foregoing provisions, or otherwise, the Company has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Company of expenses incurred or paid by a director, officer or controlling person of the Company in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Company will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Clarus Corporation certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Suwanee, State of Georgia, on this 27th day of July, 2000.

CLARUS CORPORATION

By: /s/ Stephen P. Jeffery

Stephen P. Jeffery
Chairman, Chief Executive Officer and President

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each person whose signature appears on the signature pages to this Registration Statement hereby constitutes and appoints Stephen P. Jeffery and Mark D. Gagne, and each of them, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for the undersigned, and in his name, place and stead, in any and all capacities to sign any and all amendments, including post-effective amendments, exhibits thereto and other documents in connection therewith, to this Registration Statement on Form S-8, to make such changes in the Registration Statement as such attorneys-in-fact deems appropriate, and to file the same, with all exhibits thereto and other documents in connection therewith with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents and each of them, full power and authority to do so and perform each and every act and thing requisite and necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or either of them, or their or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<TABLE>

<CAPTION>

Signature	Title	Date
-----	-----	----
<S>	<C>	<C>
/s/ Stephen P. Jeffery	Chairman, Chief Executive Officer (Principal	July 27, 2000

Stephen P. Jeffery	Executive Officer);	
	President and Director	

/s/ Mark D. Gagne	Chief Operating Officer and	July 27, 2000

Mark D. Gagne	Chief Financial Officer (Principal	
	Financial and Accounting Officer)	

/s/ Donald L. House	Director	July 27, 2000

Donald L. House		

/s/ Tench Cox	Director	July 27, 2000

Tench Cox		

</TABLE>

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<TABLE>

<S>	<C>	<C>
/s/ Said Mohammadioun	Director	July 27, 2000

Said Mohammadioun		

/s/ Norman N. Behar	Director	July 27, 2000

Norman N. Behar		

/s/ Mark A. Johnson

Director

July 27, 2000

Mark A. Johnson

</TABLE>

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EXHIBIT INDEX

to
Registration Statement on Form S-8 of
Clarus Corporation

Number Description

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- 4.2 Amendment to Amended and Restated Certificate of Incorporation of the Company.
- 4.3 Amended and Restated Bylaws of the Company, which are incorporated by reference to Exhibit 3.2 of the Company's Registration Statement on Form S-1 (File No. 333-46685), filed with the Commission on February 23, 1998.
- 5 Opinion of Womble Carlyle Sandridge & Rice, PLLC, as to the legality of the Common Stock being registered.
- 23.1 Consent of Womble Carlyle Sandridge & Rice, PLLC, which is contained in its opinion filed as Exhibit 5.
- 23.2 Consent of Arthur Andersen LLP.
- 24 Power of Attorney (included in the signature page to this Registration Statement).
- 99.1 Employee Stock Purchase Plan of Clarus Corporation.
- 99.2 Global Employee Stock Purchase Plan of Clarus Corporation.

EXHIBIT 4.2

CERTIFICATE OF AMENDMENT OF

AMENDED AND RESTATED

CERTIFICATE OF INCORPORATION OF

CLARUS CORPORATION

The undersigned, being the Chairman, Chief Executive Officer and President of CLARUS CORPORATION, a Delaware corporation, hereby certifies that:

1.

(a) The name of the Corporation is CLARUS CORPORATION (the "Corporation").

(b) The date of filing the original Certificate of Incorporation of the Corporation with the Secretary of State of Delaware was November 20, 1991.

2.

The following amendment to the Corporation's Certificate of Incorporation was duly adopted by stockholders of the Corporation at the 2000 annual meeting of the Corporation in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware (the "Code"), and written notice of such meeting was given to all stockholders in accordance with Section 222 of the Code.

3.

Article 4 of the Amended and Restated Certificate of Incorporation of the Corporation shall be amended by striking paragraph (a) of Article 4 in its entirety and replacing said paragraph with the following:

This Corporation is authorized to issue two classes of stock to be designated, respectively, "Common Stock" and "Preferred Stock." The total number of shares which the Corporation is authorized to issue is 105,000,000 shares, of which 100,000,000 shares are Common Stock, \$.0001 par value per share, and 5,000,000 shares are Preferred Stock, \$.0001 par value per share. The rights and preferences of all outstanding shares of Common Stock shall be identical. The holders of outstanding shares of Common Stock shall have the right to vote on all matters submitted to a vote of the stockholders of the Corporation, on the basis of one vote per share of Common Stock owned.

IN WITNESS WHEREOF, CLARUS CORPORATION, has caused this Certificate to be signed and attested by its duly authorized officers, this 13th day of June, 2000.

CLARUS CORPORATION

By: /s/ Stephen P. Jeffery

Stephen P. Jeffery, Chairman, Chief
Executive Officer and President

ATTEST:

/s/ Mark Gagne

Mark Gagne, Secretary

[CORPORATE SEAL]

EXHIBIT 5
[LETTERHEAD OF WOMBLE CARLYLE SANDRIDGE & RICE PLLC]

July 27, 2000

Clarus Corporation
3950 Johns Creek Court, Suite 100
Suwanee, Georgia 30024

Re: Registration Statement on Form S-8 Relating to (1) Employee Stock
Purchase Plan of Clarus Corporation and (2) Global Employee Stock
Purchase Plan of Clarus Corporation

Ladies and Gentlemen:

We have served as counsel for Clarus Corporation (the "Company") in connection with its registration under the Securities Act of 1933, as amended, of (1) 750,000 shares of its common stock, \$.0001 par value (the "Common Stock"), which are proposed to be offered and sold pursuant to the Employee Stock Purchase Plan of Clarus Corporation (the "423 Plan") and (2) 250,000 shares of its Common Stock, which are proposed to be offered and sold pursuant to the Global Employee Stock Purchase Plan of Clarus Corporation (the "Global Plan") (the 423 Plan and the Global Plan being also referred to herein individually as a "Plan" and collectively as the "Plans"). The 750,000 shares issuable under the 423 Plan and the 250,000 shares issuable under the Global Plan are referred to herein collectively as the "Shares." The Company is filing today a Registration Statement on Form S-8 (the "Registration Statement") with the Securities and Exchange Commission (the "Commission") with respect to the Shares.

We have reviewed the Company's articles of incorporation and bylaws, each as amended to date, and have examined the originals, or copies certified or otherwise identified to our satisfaction, of corporate records of the Company, including minute books of the Company as furnished to us by the Company, certificates of public officials and of representatives of the Company, statutes and other instruments and documents, as a basis for the opinions hereinafter expressed. In rendering this opinion, we have relied upon certificates of public officials and officers of the Company with respect to the accuracy of the factual matters contained in such certificates. We also have reviewed the Plans and the Registration Statement.

In connection with such review, we have assumed with your permission (1) the genuineness of all signatures; (2) the authenticity of all documents submitted to us as originals and the conformity to original documents of all documents submitted to us as certified or photostatic copies; and (3) the proper issuance and accuracy of certificates of public officials and officers and agents of the Company. In rendering opinions as to future events, we have assumed the facts and law existing on the date hereof.

Based upon the foregoing, and having regard for such legal considerations as we have deemed relevant, we are of the opinion that the Shares have been duly authorized and, when issued and paid for in accordance with the terms of the respective Plan, will be validly issued, fully paid and nonassessable.

This opinion is limited to the laws of the State of Delaware. This opinion is rendered as of the date hereof, and we undertake no obligation to advise you of any changes in applicable law or any other matters that may come to our attention after the date hereof.

We hereby consent to the filing of this opinion with the Commission as Exhibit 5 to the Registration Statement. In giving this consent, we do not admit that we are within the category of persons whose consent is required by Section 7 of the Securities Act, or other rules and regulations of the Commission thereunder.

WOMBLE CARLYLE SANDRIDGE & RICE
A Professional Limited Liability Company

By: /s/ Elizabeth O. Derrick

EXhibit 23.2

CONSENT OF INDEPENDENT PUBLIC ACCOUNTANTS

As independent public accountants, we hereby consent to the incorporation by reference in this registration statement of our reports dated January 28, 2000 included in Clarus Corporation (formerly SQL Financials International, Inc.) and Subsidiaries Form 10-K for the year ended December 31, 1999 and to all references to our Firm included in this registration statement.

ARTHUR ANDERSEN LLP

Atlanta, Georgia
July 26, 2000

EXHIBIT 99.1

EMPLOYEE STOCK PURCHASE PLAN

OF

CLARUS CORPORATION

CLARUS CORPORATION
EMPLOYEE STOCK PURCHASE PLAN

1. Purpose

The purpose of the Clarus Corporation Employee Stock Purchase Plan (the "Plan") is to give eligible employees of Clarus Corporation, a Delaware corporation (the "Corporation"), and its designated Subsidiaries an opportunity to acquire shares of the common stock of the Corporation (the "Common Stock") and to continue to promote the Corporation's best interests and enhance its long-term performance. This purpose will be carried through the granting of options ("options") to purchase shares of the Corporation's Common Stock through payroll deductions or other means permitted under the Plan. The Plan is intended to comply with the requirements of Section 423 of the Internal Revenue Code of 1986, as amended (the "Code"), applicable to employee stock purchase plans. The provisions of the Plan shall be construed so as to comply with the requirements of Section 423 of the Code.

2. Certain Definitions

In addition to terms defined elsewhere in the Plan, the following words and phrases shall have the meanings given below unless a different meaning is required by the context:

- (a) "Board" means the Board of Directors of the Corporation.
- (b) "Code" means the Internal Revenue Code of 1986, as amended.
- (c) "Committee" means the Compensation Committee of the Board.
- (d) "Common Stock" means shares of the common stock of the Corporation.
- (e) "Corporation" means Clarus Corporation, a Delaware corporation.
- (f) "Eligible Employee" means any employee of the Corporation or a designated Subsidiary except for (i) any employee whose customary employment is less than 20 hours per week or (ii) any employee whose customary employment is for not more than five months in any calendar year. For purposes of the Plan, the employment relationship shall be treated as continuing intact while the individual is on sick leave or other leave of absence approved by the Corporation; provided that, where the period of leave exceeds 90 days and the individual's right to reemployment is not guaranteed either by statute or by contract, the employment relationship shall be deemed to have terminated on the 91st day of such leave.
- (g) "Fair Market Value" of the Common Stock on a given date (the "valuation date") shall be determined in good faith by the Committee in accordance with the following provisions:
 - (i) if the shares of Common Stock are listed for trading on the New York Stock Exchange or the American Stock Exchange, the Fair Market Value shall be the closing sales price of the shares on the New York Stock Exchange or the American Stock Exchange (as applicable) on the date immediately preceding the valuation date, or, if there is no transaction on such date, then on the trading date nearest preceding the valuation date for which closing price information is available, and, provided further, if the shares are quoted on the Nasdaq National Market or the Nasdaq SmallCap Market of the Nasdaq Stock Market but

are not listed for trading on the New York Stock Exchange or the American Stock Exchange, the Fair Market Value shall be the closing sales price for such stock (or the closing bid, if no sales were reported) as quoted on such system on the date immediately preceding the valuation date for which such information is available; or

(ii) if the shares of Common Stock are not listed or reported in any of the foregoing, then Fair Market Value shall be determined by the Committee in any other manner consistent with the Code and accompanying regulations.

Notwithstanding any provision of the Plan to the contrary, no determination made with respect to the Fair Market Value of Common Stock subject to an option shall be inconsistent with Section 423 of the Code or regulations thereunder.

(h) "Offer Date" means the date of grant of an option pursuant to the Plan. The Offer Date shall be the first date of each Purchase Period.

(i) "Option" means an option granted hereunder which will entitle a participant to purchase shares of Common Stock in accordance with the terms of the Plan.

(j) "Option Price" means the price per share of Common Stock subject to an option, as determined in accordance with Section 8(b).

(k) "Participant" means an Eligible Employee who is a participant in the Plan.

(l) "Plan" means the Clarus Corporation Employee Stock Purchase Plan, as it may be hereafter amended.

(m) "Purchase Date" means the date of exercise of an option granted under the Plan. The Purchase Date shall be the last day of each Purchase Period.

(n) "Purchase Period" means each six-month period during which an offering to purchase Common Stock is made to Eligible Employees pursuant to the Plan. There shall be two Purchase Periods in each fiscal year of the Corporation, with the first Purchase Period in a fiscal year commencing on or about January 1 and ending on June 30, and the second Purchase Period in a fiscal year commencing on or about July 1 and ending on December 31 of that year. Notwithstanding the foregoing, however, the first Purchase Period after the effective date of the Plan shall begin on or as soon as practicable following July 1, 2000 and end on December 31, 2000 and, accordingly, may

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extend for a period of less than six months. The Committee shall have the power to change the duration of Purchase Periods (including the commencement date thereof) with respect to future offerings without shareholder approval if such change is announced at least five (5) days prior to the scheduled beginning of the first Purchase Period to be affected thereafter.

(o) "Subsidiary" means any present or future corporation which (i) would be a "subsidiary corporation" of the Corporation as that term is defined in Section 424 of the Code and (ii) is at any time designated as a corporation whose employees may participate in the Plan.

3. Effective Date -----

The Effective Date of the Plan shall be June 13, 2000. The Plan shall have a term of 10 years unless sooner terminated in accordance with Section 16 herein.

4. Administration -----

(a) The Plan shall be administered by the Board or, upon its delegation, by the Committee. References to the "Committee" shall include

the Committee, the Board if it is acting in its administrative capacity with respect to the Plan, and any delegates appointed by the Committee pursuant to Section 4(b) herein.

(b) Any action of the Committee may be taken by a written instrument signed by all of the members of the Committee and any action so taken by written consent shall be as fully effective as if it had been taken by a majority of the members at a meeting duly held and called. Subject to the provisions of the Plan, the Committee shall have full and final authority, in its discretion, to take any action with respect to the Plan, including, without limitation, the following: (i) to establish, amend and rescind rules and regulations for the administration of the Plan; (ii) to prescribe the form(s) of any agreements or other written instruments used in connection with the Plan; (iii) to determine the terms and provisions of the options granted hereunder; and (iv) to construe and interpret the Plan, the options, the rules and regulations, and the agreements or other written instruments, and to make all other determinations necessary or advisable for the administration of the Plan. The determinations of the Committee on all matters regarding the Plan shall be conclusive. Except to the extent prohibited by the Plan or applicable law or rule, the Committee may appoint one or more agents to assist in the administration of the Plan and may delegate all or any part of its responsibilities and powers to any such person or persons appointed by it. No member of the Board or Committee, as applicable, shall be liable while acting as administrator for any action or determination made in good faith with respect to the Plan or any option granted thereunder.

5. Shares Subject to Plan

The aggregate number of shares of Common Stock which may be purchased under the Plan shall not exceed 750,000 shares, subject to adjustment pursuant to Section 13(a) herein. Shares of Common Stock distributed pursuant to the Plan shall be authorized but unissued shares, treasury shares or shares purchased on the open market or by private purchase.

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The Corporation hereby reserves sufficient authorized shares of Common Stock to provide for the exercise of options granted hereunder. In the event that any option granted under the Plan expires unexercised or is terminated, surrendered or canceled without being exercised, in whole or in part, for any reason, the number of shares of Common Stock subject to such option shall again be available for grant as an option and shall not reduce the aggregate number of shares of Common Stock available for the grant of options as set forth herein. If, on a given Purchase Date, the number of shares with respect to which options are to be exercised exceeds the number of shares then available under the Plan, the Corporation shall make a pro rata allocation of the shares remaining available for purchase in as uniform a manner as shall be practicable and as it shall determine to be equitable.

6. Eligibility

(a) Initial Eligibility. Any Eligible Employee who shall have

completed 90 days' employment and shall be employed by the Corporation or a designated Subsidiary on any given Offer Date for a Purchase Period shall be eligible to be a Participant during such Purchase Period.

(b) Certain Limitations. Any provisions of the Plan to the contrary

notwithstanding:

(i) No Eligible Employee shall be granted an option under the Plan to the extent that, immediately after the option was granted, the individual would own stock or hold outstanding options to purchase stock (or both) possessing 5% or more of the total combined voting power or value of all classes of stock of the Corporation or of any parent or subsidiary of the Corporation. For purposes of this Section 6(b)(i), stock ownership of an individual shall be determined under the rules of Section 424(d) of the Code, and stock which the employee may purchase under outstanding options shall be treated as stock owned

by the employee.

(ii) No Eligible Employee shall be granted an option under the Plan to the extent that his rights to purchase stock under all employee stock purchase plans (as defined in Section 423 of the Code) of the Corporation and any parent or subsidiary of the Corporation would accrue at a rate which exceeds \$25,000 of fair market value of such stock (determined at the time of the grant of such option) for each calendar year in which such option is outstanding at any time. Any option granted under the Plan shall be deemed to be modified to the extent necessary to satisfy this Section 6(b)(ii).

7. Participation; Payroll Deductions

(a) Commencement of Participation. An Eligible Employee shall become

a Participant by completing a subscription agreement authorizing payroll deductions on the form provided by the Corporation and filing it with the Corporation or its designee at least five business days prior to the Offer Date for the applicable Purchase Period. Following the filing of a valid subscription agreement, payroll deductions for a

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Participant shall commence on the first payroll period which occurs on or after the Offer Date for the applicable Purchase Period and shall continue for successive Purchase Periods during which the Participant is eligible to participate in the Plan, unless withdrawn or terminated as provided in Section 10 or Section 11 herein.

(b) Amount of Payroll Deduction; Determination of Compensation. At

the time a Participant files his subscription agreement authorizing payroll deductions, he shall elect to have payroll deductions made on each payday that he is a Participant during a Purchase Period at a rate of not less than 1% nor more than 15% (or such other percentage as the Committee may establish from time to time before an Offer Date) of his compensation. For the purposes herein, a Participant's "compensation" during any Purchase Period means his regular base pay (all base straight time gross earnings and commissions, exclusive of payments for overtime, shift premiums, incentive compensation, incentive payments, bonuses and other similar compensation) determined as of each pay day or as of such other date or dates as may be determined by the Committee; provided, however, that the method of determining compensation shall be applied uniformly and consistently to all Participants. In the case of an hourly employee, the Participant's compensation (as defined above) during a pay period shall be determined by multiplying such employee's regular hourly rate of pay in effect on the date of such payroll deduction by the number of regularly scheduled hours actually worked by such employee (excluding overtime) during such period. Such compensation rates shall be determined by the Committee in a nondiscriminatory manner consistent with the provisions of Section 423 of the Code and the regulations thereunder.

(c) Participant's Account; No Interest. All payroll deductions made

for a Participant shall be credited to his account under the Plan and shall be withheld in whole percentages only. In no event shall interest accrue on any payroll deductions made by a Participant.

(d) Changes in Payroll Deductions. A Participant may discontinue his

participation in the Plan as provided in Section 10 or Section 11, but no other change may be made during a Purchase Period and, specifically, a Participant may not otherwise increase or decrease the amount of his payroll deductions for that Purchase Period.

(e) Notwithstanding the foregoing, to the extent necessary to comply with Section 423(b)(8) of the Code and Section 6(b) herein, a Participant's payroll deductions may be decreased to zero percent (0%) at any time during a Purchase Period. Payroll deductions shall recommence at the rate provided in such Participant's subscription agreement at the beginning of the first Purchase Period which is scheduled to end in the following

calendar year, unless terminated by the Participant pursuant to Section 10 or Section 11 herein.

(f) Participation During Leave of Absence. If a Participant goes on a

leave of absence, such Participant shall have the right to elect (i) to withdraw the balance in his account pursuant to Section 10 or (ii) to discontinue contributions to the Plan but remain a Participant in the Plan.

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(g) Other Methods of Participation. The Committee may, in its

discretion, establish additional procedures whereby Eligible Employees may participate in the Plan by means other than payroll deduction, including, but not limited to, delivery of funds by Participants in a lump sum or automatic charges to Participants' bank accounts. Such other methods of participation shall be subject to such rules and conditions as the Committee may establish, subject to the provisions of Section 423 of the Code and related regulations. The Committee may at any time amend, suspend or terminate any participation procedures established pursuant to this Section 7(g) without prior notice to any Participant or Eligible Employee.

8. Grant of Options

(a) Number of Option Shares. On the Offer Date of each Purchase

Period, a Participant shall be granted an option to purchase on the Purchase Date of such Purchase Period, at the applicable option price, such number of shares of Common Stock as is determined by dividing the amount of the Participant's payroll deductions accumulated on the Purchase Date and retained in the Participant's account as of the Purchase Date by the applicable option price (as determined in accordance with Section 8(b) herein); provided, however, that no Participant may purchase, during a single Purchase Period, shares of Common Stock with an aggregate Fair Market Value (based on the Option Price) in excess of \$12,500 or in excess of the limitations set forth in Section 6(b) herein, and the number of shares subject to an option shall be adjusted as necessary to conform to such limitations. Exercise of the option shall occur as provided in Section 9 herein, unless the Participant has withdrawn pursuant to Section 10 herein or terminated employment pursuant to Section 11 herein.

(b) Option Price. The option price per share of Common Stock

purchased with payroll deductions made during such a Purchase Period for a Participant shall be the lesser of:

(i) 85% of the Fair Market Value per share of the Common Stock on the Offer Date for the Purchase Period; or

(ii) 85% of the Fair Market Value per share of the Common Stock on the Purchase Date for the Purchase Period.

9. Exercise of Options

(a) Automatic Exercise. Unless a Participant gives written notice of

withdrawal to the Corporation as provided in Section 10 or terminates employment as provided in Section 11, his option for the purchase of Common Stock shall be exercised automatically on the Purchase Date applicable to such Purchase Period, and the maximum number of whole shares of Common Stock subject to the option shall be purchased for the Participant at the applicable option price with the accumulated payroll deductions in his account at that time (subject to the limitations set forth in Section 6(b) and Section 8(a) herein).

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(b) Termination of Option. An option granted during any Purchase

Period shall expire at the end of the last day of the Purchase Period,

except as otherwise provided in Sections 10 and 11.

(c) Fractional Shares. Fractional shares will not be issued under the

Plan. Any excess payroll deductions in a Participant's account which are not sufficient to purchase a whole share will be automatically re-invested in a subsequent Purchase Period unless the Participant withdraws his payroll deductions pursuant to Section 10 herein or terminates employment pursuant to Section 11 herein.

(d) Delivery of Stock. The shares of Common Stock purchased by each

Participant shall be credited to such Participant's account maintained by the Corporation, a stock brokerage or other financial services firm designated by the Corporation (the "Designated Broker") or other designee of the Corporation on, or as soon as practicable following the Purchase Date for a Purchase Period. A Participant will be issued a certificate for his shares when his participation in the Plan is terminated, the Plan is terminated, or upon request. After the close of each Purchase Period, a report will be sent to each Participant stating the entries made to such Participant's account, the number of shares of Common Stock purchased and the applicable option price.

(e) Rights as a Shareholder. No Participant or other person shall

have any rights as a shareholder unless and until certificates for shares of Common Stock have been issued to him or credited to his account.

10. Withdrawal.

A Participant may withdraw all but not less than all payroll deductions and shares credited to his account during a Purchase Period at any time prior to the applicable Purchase Date by giving written notice to the Corporation in form acceptable to the Corporation. In the event of such withdrawal, (i) all of the Participant's payroll deductions credited to his account will be paid to him promptly (without interest) after receipt of his notice of withdrawal, (ii) certificates for shares held in the Participant's account shall be distributed to him, (iii) such Participant's option for the Purchase Period shall be automatically terminated, and (iv) no further payroll deductions will be made during such Purchase Period. The Corporation may, at its option, treat any attempt to borrow by an employee on the security of his accumulated payroll deductions as an election to withdraw. A Participant's withdrawal from any Purchase Period will not have any effect upon his eligibility to participate in any succeeding Purchase Period or in any similar plan, which may hereafter be adopted by the Corporation. Notwithstanding the foregoing, however, if a Participant withdraws during a Purchase Period, payroll deductions shall not resume at the beginning of a succeeding Purchase Period unless the Participant delivers to the Corporation a new subscription agreement and otherwise complies with the terms of the Plan.

11. Termination of Employment.

Upon termination of a Participant's employment for any reason (including death), or in the event that a Participant ceases to be an Eligible Employee, he shall be deemed to have withdrawn from the Plan. In such event, all payroll deductions credited to his account during the

Purchase Period (without interest) but not yet used to exercise an option and a certificate(s) for shares if shares are held in Participant's account rather than distributed shall be delivered to him, or, in the case of his death, to such person or persons entitled to receive such benefits pursuant to Section 17 herein. Any unexercised options granted to a Participant during such Purchase Period shall be deemed to have expired on the date of the Participant's termination of employment (unless terminated earlier pursuant to Sections 9(b) or 10 herein), and no further payroll deductions will be made for the individual's account.

12. Transferability

No option (or right attendant to an option) granted pursuant to the Plan shall be transferable (including by assignment, pledge or hypothecation), except as provided by will or the applicable laws of intestate succession. No option shall be subject to execution, attachment or similar process. Any attempted assignment, transfer, pledge, hypothecation or other disposition of an option, or levy of attachment or similar process upon the option not specifically permitted herein, shall be null and void and without effect, except that the Corporation may treat such act as an election to withdraw funds during a Purchase Period in accordance with Section 10 hereof. During a Participant's lifetime, his option(s) may be exercised only by him.

13. Dilution and Other Adjustments

(a) General. If there is any change in the outstanding shares of

Common Stock of the Corporation as a result of a merger, consolidation, reorganization, stock dividend, stock split distributable in shares, reverse stock split, or other change in the capital stock structure of the Corporation, the number of shares of Common Stock reserved for issuance under the Plan shall be correspondingly adjusted, and the Committee shall make such adjustments to options (including but not limited to the option price and the number of shares of Common Stock covered by each unexercised option), and to any provisions of this Plan as the Committee deems equitable to prevent dilution or enlargement of options or otherwise advisable to reflect such change.

(b) Merger or Asset Sale. In the event of a proposed sale of all or

substantially all of the assets of the Corporation, or the merger of the Corporation with or into another corporation, each outstanding option shall be assumed or an equivalent option substituted (in either case under terms substantially similar to the terms of the Plan) by the successor corporation or a parent or subsidiary of the successor corporation. In the event that the successor corporation fails to agree to assume or substitute the option, the Purchase Period then in progress shall be shortened by setting a new Purchase Date (the "New Purchase Date") and the Purchase Period then in progress shall end on the New Purchase Date. The New Purchase Date shall be before the date of the Corporation's proposed sale or merger. The Corporation shall notify each Participant in writing, at least ten (10) business days prior to the New Purchase Date, that the Purchase Date for the Participant's option has been changed to the New Purchase Date and that the Participant's option shall be exercised automatically on the New Purchase Date, unless prior to such date the Participant has withdrawn from the Purchase Period as provided in Section 10 or terminated employment as provided in Section 11.

14. Shareholder Approval of Adoption of Plan

The Plan is subject to the approval of the Plan by the stockholders of the Corporation within 12 months of the date of adoption of the Plan by the Board. The Plan shall be null and void and of no effect if the foregoing condition is not fulfilled.

15. Limitations on Options

Notwithstanding any other provisions of the Plan:

(a) The Corporation intends that options granted and Common Stock issued under the Plan shall be treated for all purposes as granted and issued under an employee stock purchase plan within the meaning of Section 423 of the Code and regulations issued thereunder. Any provisions required to be included in the Plan under Section 423 and regulations issued thereunder are hereby included as fully as though set forth in the Plan.

(b) All employees shall have the same rights and privileges under the Plan, except that the amount of Common Stock which may be purchased by any employee pursuant to payroll deductions under the Plan shall bear a uniform

relationship to the compensation of employees. All rules and determinations of the Committee in the administration of the Plan shall be uniformly and consistently applied to all persons in similar circumstances.

16. Amendment and Termination of the Plan

The Board may at any time and from time to time modify, amend, suspend or terminate the Plan or any option granted hereunder, provided that (i) shareholder approval shall be required of any amendment to the Plan to the extent required under Section 423 of the Code or other applicable law, rule or regulation; and (ii) no amendment to an option may materially and adversely affect any option outstanding at the time of the amendment without the consent of the holder thereof, except to the extent otherwise provided in the Plan. Upon termination of the Plan, certificate(s) for the full number of whole shares of Common Stock held for each Participant's benefit, the cash equivalent of any fractional shares held for each Participant and the cash, if any, credited to such Participant's account shall be distributed promptly to such Participant.

17. Designation of Beneficiary

The Committee, in its sole discretion, may authorize Participants to designate a person or persons as each such Participant's beneficiary, which beneficiary shall be entitled to the rights of the Participant in the event of the Participant's death to which the Participant would otherwise be entitled. The Committee shall have sole discretion to approve the form or forms of such beneficiary designations, to determine whether such beneficiary designations will be accepted, and to interpret such beneficiary designations. If a deceased Participant fails to designate a beneficiary, or if the designated beneficiary does not survive the Participant, any rights that would have been exercisable by the Participant and any benefits distributable to the Participant shall be exercised by or distributed to the legal representative of the estate of the Participant.

18. Other Restrictions on Options and Shares

The Corporation may impose such restrictions on any options and shares of Common Stock acquired upon exercise of options as it may deem advisable, including without limitation restrictions under the federal securities laws, the requirements of any stock exchange or similar organization and any blue sky or state securities laws applicable to such shares. Notwithstanding any other Plan provision to the contrary, the Corporation shall not be obligated to issue, deliver or transfer shares of Common Stock under the Plan or make any other distribution of benefits under the Plan, or take any other action, unless such delivery, distribution or action is in compliance with all applicable laws, rules and regulations (including but not limited to the requirements of the Securities Act of 1933, as amended). The Corporation may cause a restrictive legend to be placed on any certificate issued pursuant to an award hereunder in such form as may be prescribed from time to time by applicable laws and regulations or as may be advised by legal counsel.

19. Unfunded Plan; Retirement Plan

(a) Neither a Participant nor any other person shall, by reason of the Plan, acquire any right in or title to any assets, funds or property of the Corporation or any related corporation, including, without limitation, any specific funds, assets or other property which the Corporation or any related corporation, in their discretion, may set aside in anticipation of a liability under the Plan. A Participant shall have only a contractual right to the Common Stock or amounts, if any, payable under the Plan, unsecured by any assets of the Corporation or any related corporation. Nothing contained in the Plan shall constitute a guarantee that the assets of such corporations shall be sufficient to pay any benefits to any person.

(b) In no event shall any amounts accrued, distributable or payable under the Plan be treated as compensation for the purpose of determining the amount of contributions or benefits to which any person shall be entitled under any retirement plan sponsored by the Corporation or a

related corporation that is intended to be a qualified plan within the meaning of Section 401(a) of the Code.

20. No Obligation To Exercise Options

The granting of an option shall impose no obligation upon a Participant to exercise such option.

21. Use of Funds

The proceeds received by the Corporation from the sale of Common Stock pursuant to options will be used for general corporate purposes, and the Corporation shall not be obligated to segregate such payroll deductions.

22. Withholding Taxes

Upon the exercise of any option under the Plan, in whole or in part, or at the time of disposition of some or all of the Common Stock acquired pursuant to exercise of an option, a

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Participant must make adequate provision for the federal, state or other tax withholding obligations, if any, which arise from the exercise of the option or the disposition of the Common Stock. The Corporation shall have the right to require the Participant to remit to the Corporation, or to withhold from the Participant (or both) amounts sufficient to satisfy all federal, state and local withholding tax requirements prior to the delivery or transfer of any certificate or certificates for shares of Common Stock.

23. No Right of Continued Employment

Nothing in the Plan or any option shall confer upon an employee the right to continue in the employment of the Corporation or any Subsidiary or affect any right, which the Corporation or any Subsidiary may have to terminate the employment of such employee. Except as otherwise provided in the Plan, all rights of a Participant with respect to options granted hereunder shall terminate upon the termination of employment of the Participant.

24. Notices

Every direction, revocation or notice authorized or required by the Plan shall be deemed delivered to the Corporation (i) on the date it is personally delivered to the Corporation at its principal executive offices or (ii) three business days after it is sent by registered or certified mail, postage prepaid, addressed to the Secretary at such offices, and shall be deemed delivered to an Eligible Employee (i) on the date it is personally delivered to him or (ii) three business days after it is sent by registered or certified mail, postage prepaid, addressed to him at the last address shown for him on the records of the Corporation or of any Subsidiary.

25. Applicable Law

To the extent not inconsistent with Section 423 of the Code and regulations thereunder, all questions pertaining to the validity, construction and administration of the Plan and options granted hereunder shall be determined in conformity with the laws of Delaware, without regard to the conflict of laws provisions of any state.

IN WITNESS WHEREOF, this Clarus Corporation Employee Stock Purchase Plan has been executed in behalf of the Corporation effective as of the 13/th/ day of June, 2000.

CLARUS CORPORATION

By: /s/ Stephen P. Jeffery

Stephen P. Jeffery, Chief Executive Officer

Attest:

/s/ Mark D. Gagne

Mark D. Gagne, Secretary

[Corporate Seal]

GLOBAL EMPLOYEE STOCK PURCHASE PLAN

OF

CLARUS CORPORATION

GLOBAL EMPLOYEE STOCK PURCHASE PLAN

OF

CLARUS CORPORATION

1. Purpose

The purpose of the Global Employee Stock Purchase Plan of Clarus Corporation (the "Plan") is to give eligible individuals of Clarus Corporation, a Delaware corporation (the "Corporation"), and its designated Subsidiaries an opportunity to acquire shares of the common stock of the Corporation (the "Common Stock") and to continue to promote the Corporation's best interests and enhance its long-term performance. This purpose will be carried through the granting of options ("options") to purchase shares of the Corporation's Common Stock through payroll deductions or other means permitted under the Plan. The Plan is not intended to comply with the requirements of Section 423 of the Internal Revenue Code of 1986, as amended (the "Code"). The Plan is principally designed to provide a means for non-U.S. resident employees and other employees whose participation in the Employee Stock Purchase Plan of Clarus Corporation (the "423 Plan") is impractical or impermissible due to the constraints of Local Law or otherwise to acquire shares of Common Stock. Accordingly, the Plan is intended to benefit the Corporation and its stockholders by making it possible for the Corporation to attract and retain qualified employees on a worldwide basis.

2. Certain Definitions

In addition to terms defined elsewhere in the Plan, the following words and phrases shall have the meanings given below unless a different meaning is required by the context:

- (a) "Board" means the Board of Directors of the Corporation.
- (b) "Code" means the Internal Revenue Code of 1986, as amended.
- (c) "Committee" means the Compensation Committee of the Board.
- (d) "Common Stock" means shares of the common stock of the Corporation.
- (e) "Corporation" means Clarus Corporation, a Delaware corporation.
- (f) "Eligible Individual" means any non-U.S. resident employee of the Corporation or a designated Subsidiary but shall exclude (i) any individual whose customary employment is less than 20 hours per week or (ii) any employee whose customary employment is for not more than five months in any calendar year; provided, however, that, notwithstanding the foregoing

restrictions, the term "Eligible Individual" (A) shall also be deemed to include any employee who is required under applicable Local Law to be eligible to participate; and (B) may, if the Committee so determines, also include one or more U.S. resident employees in appropriate circumstances.

(g) "Fair Market Value" of the Common Stock on a given date (the "valuation date") shall be determined in good faith by the Committee in accordance with the following provisions:

(i) if the shares of Common Stock are listed for trading on the New York Stock Exchange or the American Stock Exchange, the Fair Market Value shall be the closing sales price of the shares on the New York Stock Exchange or the American Stock Exchange (as applicable) on the date immediately preceding the valuation date, or, if there is no transaction on such date, then on the trading date nearest preceding the valuation date for which closing price information is available, and, provided further, if the shares are quoted on the Nasdaq National Market or the Nasdaq SmallCap Market of the Nasdaq Stock Market but are not listed for trading on the New York Stock Exchange or the American Stock Exchange, the Fair Market Value shall be the closing sales price for such stock (or the closing bid, if no sales were reported) as quoted on such system on the date immediately preceding the valuation date for which such information is available; or

(ii) if the shares of Common Stock are not listed or reported in any of the foregoing, then Fair Market Value shall be determined by the Committee in any other manner consistent with the Code and accompanying regulations.

(h) "Local Law" shall mean the laws, rules, regulations, procedures and ordinances of the foreign jurisdictions in which Eligible Individuals reside or which otherwise apply to an Eligible Individual.

(i) "Offer Date" means the date of grant of an option pursuant to the Plan. The Offer Date shall be the first date of each Purchase Period.

(j) "Option" means an option granted hereunder which will entitle a participant to purchase shares of Common Stock in accordance with the terms of the Plan.

(k) "Option Price" means the price per share of Common Stock subject to an option, as determined in accordance with Section 8(b).

(l) "Participant" means an Eligible Individual who is a participant in the Plan.

(m) "Plan" means the Global Employee Stock Purchase Plan of Clarus Corporation, as it may be hereafter amended.

(n) "Purchase Date" means the date of exercise of an option granted under the Plan. The Purchase Date shall be the last day of each Purchase Period.

(o) "Purchase Period" means each six-month period during which an offering to purchase Common Stock is made to Participants pursuant to the Plan. There shall be two Purchase Periods in each fiscal year of the Corporation, with the first Purchase Period in a fiscal year commencing on or about January 1 and ending on June 30, and the

second Purchase Period in a fiscal year commencing on or about July 1 and ending on December 31 of that year. Notwithstanding the foregoing, however, the first Purchase Period after the effective date of the Plan shall begin on or as soon as practicable following July 1, 2000 and end on December 31, 2000 and, accordingly, may extend for a period of less than six months. The Committee shall have the power to change the duration of Purchase Periods (including the commencement date thereof) with respect to future offerings without stockholder approval if such change is announced at least five (5) days prior to the scheduled beginning of the first Purchase Period to be affected thereafter.

(p) "Subsidiary" means any present or future corporation which (i)

would be a "subsidiary corporation" of the Corporation as that term is defined in Section 424 of the Code or is otherwise determined by the Committee to be a Subsidiary, and (ii) is at any time designated as a corporation whose employees may participate in the Plan.

3. Effective Date

The Effective Date of the Plan shall be July 1, 2000. The Plan shall have a term of 10 years unless sooner terminated in accordance with Section 14 herein.

4. Administration

(a) The Plan shall be administered by the Board or, upon its delegation, by the Committee. References to the "Committee" shall include the Committee, the Board if it is acting in its administrative capacity with respect to the Plan, and any delegates appointed by the Committee pursuant to Section 4(b) herein.

(b) Any action of the Committee may be taken by a written instrument signed by all of the members of the Committee and any action so taken by written consent shall be as fully effective as if it had been taken by a majority of the members at a meeting duly held and called. Subject to the provisions of the Plan, the Committee shall have full and final authority, in its discretion, to take any action with respect to the Plan, including, without limitation, the following: (i) to establish, amend and rescind rules and regulations for the administration of the Plan; (ii) to prescribe the form(s) of any agreements or other written instruments used in connection with the Plan; (iii) to determine the terms and provisions of the options granted hereunder; and (iv) to construe and interpret the Plan, the options, the rules and regulations, and the agreements or other written instruments, and to make all other determinations necessary or advisable for the administration of the Plan. The determinations of the Committee on all matters regarding the Plan shall be conclusive. Except to the extent prohibited by the Plan, Local Law, or other applicable law, rule or regulation, the Committee may appoint one or more agents to assist in the administration of the Plan and may delegate all or any part of its responsibilities and powers to any such person or persons appointed by it. No member of the Board or Committee, as applicable, shall be liable while acting as administrator for any action or determination made in good faith with respect to the Plan or any option granted thereunder.

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(c) The Committee may adopt rules or procedures relating to the operation and administration of the Plan to accommodate the specific requirements of the Local Law of foreign jurisdictions. Without limiting the generality of the foregoing, the Committee is specifically authorized to adopt rules and procedures regarding handling of payroll deductions, conversion of local currency, payroll tax, withholding procedures and handling of stock certificates which vary based on the requirements of such foreign jurisdictions. The Committee also may adopt sub-plans applicable to particular Subsidiaries or locations. The rules of such sub-plans may take precedence over other provisions of this Plan (with the exception of Section 5), but unless otherwise superseded by the terms of such sub-plan, the provisions of this Plan shall govern the operation of such sub-plan.

5. Shares Subject to Plan

The aggregate number of shares of Common Stock which may be purchased under the Plan shall not exceed 250,000 shares, subject to adjustment pursuant to Section 13(a) herein. Shares of Common Stock distributed pursuant to the Plan shall be authorized but unissued shares, treasury shares or shares purchased on the open market or by private purchase. The Corporation hereby reserves sufficient authorized shares of Common Stock to provide for the exercise of options granted hereunder. In the event that any option granted under the Plan expires unexercised or is terminated, surrendered or canceled without being exercised, in whole or in part, for any reason, the number of shares of Common Stock subject to such option shall again be available for grant as an option and shall not reduce the aggregate number of shares of Common Stock

available for the grant of options as set forth herein. If, on a given Purchase Date, the number of shares with respect to which options are to be exercised exceeds the number of shares then available under the Plan, the Corporation shall make a pro rata allocation of the shares remaining available for purchase in as uniform a manner as shall be practicable and as it shall determine to be equitable.

6. Eligibility

Any Eligible Individual of the Corporation or a designated Subsidiary who shall have completed 90 days' employment and shall be employed by the Corporation or a designated Subsidiary on any given Offer Date for a Purchase Period shall be eligible to be a Participant during such Purchase Period. In the event that a designated Subsidiary shall cease to be so designated, then individuals who are employed by such Subsidiary shall cease to be eligible to participate in the Plan unless they otherwise qualify for participation in accordance with the terms of the Plan.

7. Participation; Payroll Deductions

(a) Commencement of Participation. An Eligible Individual shall

become a Participant by completing a subscription agreement authorizing payroll deductions on the form provided by the Corporation and such other forms as may be required by the Committee and filing such form or forms with the Corporation or its designee at least five business days prior to the Offer Date for the applicable Purchase Period. Following the filing of a valid subscription agreement and other required forms, payroll deductions for a

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Participant shall commence on the first payroll period which occurs on or after the Offer Date for the applicable Purchase Period and shall continue for successive Purchase Periods during which the Participant is eligible to participate in the Plan, unless withdrawn or terminated as provided in Section 10 or Section 11 herein.

(b) Amount of Payroll Deduction; Determination of Compensation. At

the time a Participant files his subscription agreement authorizing payroll deductions, he shall elect to have payroll deductions made on each payday that he is a Participant during a Purchase Period at a rate of not less than 1% nor more than 15% (or such other percentages as the Committee may establish from time to time before an Offer Date) of his compensation. For the purposes herein, a Participant's "compensation" during any Purchase Period means his regular base pay (all base straight time gross earnings and commissions, exclusive of payments for overtime, shift premiums, incentive compensation, incentive payments, bonuses and other similar compensation) determined as of each pay day or as of such other date or dates as may be determined by the Committee; provided, however, that to the extent deemed necessary or appropriate by the Committee, "compensation" may be determined based on such other factors which are consistent with or required by Local Law or the policies and procedures of the employing designated Subsidiary. In the case of an hourly employee (and unless otherwise required by applicable Local Law), the Participant's compensation (as defined above) during a pay period shall be determined by multiplying such employee's regular hourly rate of pay in effect on the date of such payroll deduction by the number of regularly scheduled hours actually worked by such employee (excluding overtime) during such period. Payroll deductions made with respect to Participants paid in currencies other than U.S. dollars shall be converted to U.S. dollars as of each Purchase Date using the then applicable exchange rate, as determined by the Committee; provided, however, that the Committee may determine, with respect to any Purchase Period or any Participant, that payroll deductions shall be converted to U.S. dollars based on an average, median or other exchange rate applicable for the relevant Purchase Period.

(c) Participant's Account; No Interest. All payroll deductions made

for a Participant shall be credited to his account under the Plan and shall

be withheld in whole percentages only. No interest shall accrue on any payroll deductions made by a Participant except where required by Local Law as determined by the Committee.

(d) Changes in Payroll Deductions. A Participant may discontinue his

participation in the Plan as provided in Section 10 or Section 11, but no other change may be made during a Purchase Period and, specifically, a Participant may not otherwise increase or decrease the amount of his payroll deductions for that Purchase Period.

(e) Participation During Leave of Absence. If a Participant goes on a

leave of absence, such Participant shall have the right to elect (i) to withdraw the balance in his account pursuant to Section 10 or (ii) to discontinue contributions to the Plan but remain a Participant in the Plan. The Committee may establish rules regarding when leaves of absence or change of employment status (e.g., from full-time to part-time) will be considered to be a termination of employment, and the Committee may establish

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termination of employment procedures for the Plan which are independent of similar rules established under other benefit plans of the Company and its Subsidiaries.

(f) Other Methods of Participation. The Committee may, in its

discretion, establish additional procedures whereby Eligible Individuals may participate in the Plan by means other than payroll deduction, including, but not limited to, delivery of funds by Participants in a lump sum or automatic charges to Participants' bank accounts. Such other methods of participation shall be subject to such rules and conditions as the Committee may establish. The Committee may at any time amend, suspend or terminate any participation procedures established pursuant to this Section 7(f) without prior notice to any Participant or Eligible Individual.

8. Grant of Options

(a) Number of Option Shares. On the Offer Date of each Purchase

Period, a Participant shall be granted an option to purchase on the Purchase Date of such Purchase Period, at the applicable option price, such number of shares of Common Stock as is determined by dividing the amount of the Participant's payroll deductions accumulated on the Purchase Date and retained in the Participant's account as of the Purchase Date by the applicable option price (as determined in accordance with Section 8(b) herein); provided, however, that (i) no Participant shall be granted an option under the Plan to the extent that his rights to purchase stock under all employee stock purchase plans of the Corporation and any parent or subsidiary of the Corporation would accrue at a rate which exceeds \$25,000 of the Fair Market Value of such stock (determined at the time of the grant of such option) for each calendar year in which such option is outstanding at any time; and (ii) no Participant may purchase, during a single Purchase Period, shares of Common Stock, with an aggregate Fair Market Value (based on the Option Price) in excess of \$12,500. Payroll deductions and any option granted under the Plan shall be deemed to be modified to the extent necessary to satisfy the foregoing restrictions. Exercise of the option shall occur as provided in Section 9 herein, unless the Participant has withdrawn pursuant to Section 10 herein or terminated employment pursuant to Section 11 herein.

(b) Option Price. The option price per share of Common Stock

purchased with payroll deductions made during such a Purchase Period for a Participant shall be the lesser of:

(i) 85% of the Fair Market Value per share of the Common Stock on the Offer Date for the Purchase Period; or

(ii) 85% of the Fair Market Value per share of the Common Stock on the Purchase Date for the Purchase Period.

9. Exercise of Options

(a) Automatic Exercise. Unless a Participant gives written notice of

withdrawal to the Corporation as provided in Section 10 or terminates employment as provided in Section 11, his option for the purchase of Common Stock shall be exercised

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automatically on the Purchase Date applicable to such Purchase Period, and the maximum number of whole shares of Common Stock subject to the option shall be purchased for the Participant at the applicable option price with the accumulated payroll deductions in his account at that time (subject to the limitations set forth in Section 8(a) herein).

(b) Termination of Option. An option granted during any Purchase

Period shall expire at the end of the last day of the Purchase Period, except as otherwise provided in Sections 10 and 11.

(c) Fractional Shares. Fractional shares will not be issued under the

Plan, except where required by Local Law as determined by the Committee. Any excess payroll deductions in a Participant's account which are not sufficient to purchase a whole share will be automatically re-invested in a subsequent Purchase Period unless the Participant withdraws his payroll deductions pursuant to Section 10 herein or terminates employment pursuant to Section 11 herein.

(d) Delivery of Stock. Except where otherwise required by Local Law

(or as otherwise provided pursuant to Section 9(f) herein), (i) the shares of Common Stock purchased by each Participant shall be credited to such Participant's account maintained by the Corporation, a stock brokerage or other financial services firm designated by the Corporation (the "Designated Broker") or other designee of the Corporation on, or as soon as practicable following, the Purchase Date for a Purchase Period; and (ii) a Participant will be issued a certificate for his shares when his participation in the Plan is terminated, the Plan is terminated, or upon request. After the close of each Purchase Period, a report will be sent to each Participant stating the entries made to such Participant's account, the number of shares of Common Stock purchased and the applicable option price.

(e) Rights as a Stockholder. No Participant or other person shall

have any rights as a stockholder unless and until certificates for shares of Common Stock have been issued to him or credited to his account.

(f) Cash Settlement of Option or Shares. In the event that the

issuance or delivery of shares of Common Stock is impermissible or impracticable based on Local Law applicable to a particular Participant or otherwise advisable, the Committee may, in its sole discretion, elect to deliver to the Participant, upon the deemed exercise of the Option or distribution or disposition of Shares subject to the Option, a cash payment equal in value to the excess of the Fair Market Value at the time of exercise, disposition or distribution over the Option Price (as determined in accordance with Section 8(b) herein). The cash amount to be paid to a Participant shall be converted, if deemed necessary or appropriate by the Committee, into the appropriate currency for the country of the Participant's employment, and may be paid in lump sum or in an installment basis, in the Committee's discretion.

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10. Withdrawal

A Participant may withdraw all but not less than all payroll deductions and shares credited to his account during a Purchase Period at any time prior to the applicable Purchase Date by giving written notice to the Corporation in form acceptable to the Corporation. In the event of such withdrawal, (i) all of the Participant's payroll deductions credited to his account will be paid to him promptly (without interest except to the extent otherwise required by Local Law), after receipt of his notice of withdrawal, (ii) certificates for shares held in the Participant's account shall be distributed to him (except to the extent otherwise provided pursuant to Section 9(f) herein), (iii) such Participant's option for the Purchase Period shall be automatically terminated, and (iv) no further payroll deductions will be made during such Purchase Period. The Corporation may, at its option, treat any attempt to borrow by an employee on the security of his accumulated payroll deductions as an election to withdraw. If a Participant withdraws during a Purchase Period, payroll deductions shall not resume at the beginning of a succeeding Purchase Period unless the Participant delivers to the Corporation a new subscription agreement and otherwise complies with the terms of the Plan.

11. Termination of Employment

Upon termination of a Participant's employment for any reason (including death), or in the event that a Participant ceases to be an Eligible Individual, he shall be deemed to have withdrawn from the Plan. In such event, all payroll deductions credited to his account during the Purchase Period (without interest except to the extent otherwise required by Local Law) but not yet used to exercise an option and a certificate(s) for shares if shares are held in Participant's account (or such other benefits as may be provided in lieu of such certificates pursuant to Section 9(f) herein) shall be delivered to him, or, in the case of his death, to such person or persons entitled to receive such benefits pursuant to Section 15 herein. Any unexercised options granted to a Participant during such Purchase Period shall be deemed to have expired on the date of the Participant's termination of employment (unless terminated earlier pursuant to Sections 9(b) or 10 herein), and no further payroll deductions will be made for the individual's account. The Committee has sole discretion to determine if the employment of a Participant has terminated and, if so, the date of such termination.

12. Transferability

No option (or right attendant to an option) granted pursuant to the Plan shall be transferable (including by assignment, pledge or hypothecation), except as provided by will or the applicable laws of intestate succession or as otherwise required under Local Law. No option shall be subject to execution, attachment or similar process. Any attempted assignment, transfer, pledge, hypothecation or other disposition of an option, or levy of attachment or similar process upon the option not specifically permitted herein, shall be null and void and without effect, except that the Corporation may treat such act as an election to withdraw funds during a Purchase Period in accordance with Section 10 hereof. During a Participant's lifetime, his option(s) may be exercised only by him.

13. Dilution and Other Adjustments

(a) General. If there is any change in the outstanding shares of

Common Stock of the Corporation as a result of a merger, consolidation, reorganization, stock dividend, stock split distributable in shares, reverse stock split, or other change in the capital stock structure of the Corporation, the number of shares of Common Stock reserved for issuance under the Plan shall be correspondingly adjusted, and the Committee shall make such adjustments to options (including but not limited to the option price and the number of shares of Common Stock covered by each unexercised option), and to any provisions of this Plan as the Committee deems equitable to prevent dilution or enlargement of options or otherwise advisable to reflect such change.

(b) Merger or Asset Sale. In the event of a proposed sale of all or

substantially all of the assets of the Corporation, or the merger of the Corporation with or into another corporation, each outstanding option shall be assumed or an equivalent option substituted (in either case under terms substantially similar to the terms of the Plan) by the successor corporation or a parent or subsidiary of the successor corporation. In the event that the successor corporation fails to agree to assume or substitute the option, the Purchase Period then in progress shall be shortened by setting a new Purchase Date (the "New Purchase Date") and the Purchase Period then in progress shall end on the New Purchase Date. The New Purchase Date shall be before the date of the Corporation's proposed sale or merger. The Corporation shall notify each Participant in writing, at least ten (10) business days prior to the New Purchase Date, that the Purchase Date for the Participant's option has been changed to the New Purchase Date and that the Participant's option shall be exercised automatically on the New Purchase Date, unless prior to such date the Participant has withdrawn from the Purchase Period as provided in Section 10 or terminated employment as provided in Section 11.

(c) The Plan shall not affect in any way the right or power of the Corporation or its stockholders to make or authorize any or all adjustments, recapitalizations, reorganizations or other changes in the Corporation's capital structure or its business, or any merger or consolidation of the Corporation, or any issue of capital stock or shares or of options, warrants or rights to purchase capital stock or of bonds, debentures, preferred or prior preference stocks whose rights are superior to or affect shares or the rights thereof or which are convertible into or exchangeable for shares of capital stock, or the dissolution or liquidation of the Corporation, or any sale or transfer of all or any part of its assets or business, or any other corporate act or proceeding, whether of similar character or otherwise.

14. Amendment and Termination of the Plan

The Board may at any time and from time to time modify, amend, suspend or terminate the Plan or any option granted hereunder, provided that (i) stockholder approval shall be required of any amendment to the Plan to the extent required by applicable law, rule or regulation; and (ii) no amendment to an option may materially and adversely affect any option outstanding at the time of the amendment without the consent of the holder thereof, except to the extent otherwise provided in the Plan. Upon termination of the Plan, certificate(s) for the full

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number of whole shares of Common Stock held for each Participant's benefit (or such other benefit as may be provided pursuant to Section 9(f) herein), the cash equivalent of any fractional shares held for each Participant and the cash, if any, credited to such Participant's account shall be distributed promptly to such Participant.

15. Designation of Beneficiary

The Committee, in its sole discretion, may authorize Participants to designate a person or persons as each such Participant's beneficiary, which beneficiary shall be entitled to the rights of the Participant in the event of the Participant's death to which the Participant would otherwise be entitled. The Committee shall have sole discretion to approve the form or forms of such beneficiary designations, to determine whether such beneficiary designations will be accepted, and to interpret such beneficiary designations. If a Participant fails to designate a beneficiary and subsequently dies, or if the designated beneficiary does not survive the Participant, any rights that would have been exercisable by the Participant and any benefits distributable to the Participant shall be exercised by or distributed to the legal representative of the estate of the Participant (except to the extent otherwise required by Local Law).

16. Other Restrictions on Options and Shares

The Corporation may impose such restrictions on any options and shares

of Common Stock acquired upon exercise of options as it may deem advisable, including without limitation restrictions under the federal securities laws, the requirements of any stock exchange or similar organization, the requirements of any blue sky or state securities laws applicable to such securities, and the requirements of Local Laws of any jurisdiction outside of the United States to the extent such Local Laws are applicable. Notwithstanding any other Plan provision to the contrary, the Corporation shall not be obligated to issue, deliver or transfer shares of Common Stock under the Plan or make any other distribution of benefits under the Plan, or take any other action, unless such delivery, distribution or action is in compliance with all applicable laws, rules and regulations (including but not limited to the requirements of the Securities Act of 1933, as amended, and of applicable Local Laws). The Corporation may cause a restrictive legend to be placed on any certificate issued pursuant to an award hereunder in such form as may be prescribed from time to time by applicable laws, rules and regulations, including but not limited to Local Laws, or as may be advised by legal counsel.

17. Unfunded Plan; Retirement Plan

(a) Neither a Participant nor any other person shall, by reason of the Plan, acquire any right in or title to any assets, funds or property of the Corporation or any Subsidiary, including, without limitation, any specific funds, assets or other property which the Corporation or any Subsidiary, in their discretion, may set aside in anticipation of a liability under the Plan. A Participant shall have only a contractual right to the Common Stock or amounts, if any, payable under the Plan, unsecured by any assets of the Corporation or any Subsidiary. Nothing contained in the Plan shall constitute a guarantee that the assets of such corporations shall be sufficient to pay any benefits to any person.

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(b) In no event shall any amounts accrued, distributable or payable under the Plan be treated as compensation for the purpose of determining the amount of contributions or benefits to which any person shall be entitled under any retirement plan sponsored by the Corporation or a Subsidiary that is intended to be a qualified plan within the meaning of Section 401(a) of the Code.

18. No Obligation to Exercise Options

The granting of an option shall impose no obligation upon a Participant to exercise such option.

19. Use of Funds

The proceeds received by the Corporation from the sale of Common Stock pursuant to options will be used for general corporate purposes, and the Corporation shall not be obligated to segregate such payroll deductions.

20. Withholding Taxes

Upon the exercise of any option under the Plan, in whole or in part, or at the time of disposition of some or all of the Common Stock acquired pursuant to exercise of an option, a Participant must make adequate provision for the federal, state, local, Local Law or other tax withholding obligations, if any, which arise from the exercise of the option or the disposition of the Common Stock. The Corporation shall have the right to require the Participant to remit to the Corporation, or to withhold from the Participant (or both) amounts sufficient to satisfy all federal, state, local, Local Law and other withholding tax requirements prior to the delivery or transfer of any certificate or certificates for shares of Common Stock.

21. No Right of Continued Employment

Nothing in the Plan or any option shall confer upon an employee the right to continue in the employment of the Corporation or any Subsidiary or affect any right which the Corporation or any Subsidiary may have to terminate

the employment of such individual. Except as otherwise provided in the Plan, all rights of a Participant with respect to options granted hereunder shall terminate upon the termination of employment of the Participant.

22. Notices

Every direction, revocation or notice authorized or required by the Plan shall be deemed delivered to the Corporation (i) on the date it is personally delivered to the Corporation at its principal executive offices or (ii) three business days after it is sent by registered or certified mail, postage prepaid, addressed to the Secretary at such offices, and shall be deemed delivered to an Eligible Individual (i) on the date it is personally delivered to him or (ii) three business days after it is sent by registered or certified mail, postage prepaid, addressed to him at the last address shown for him on the records of the Corporation or of any Subsidiary.

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23. Applicable Law

The Plan shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflict of laws provisions of any state.

24. Compliance with Local Laws

Notwithstanding any other provision in the Plan to the contrary, the Corporation shall not be required to take any action, and no provision of the Plan shall be effective, if such action or Plan provision would result in the violation of any Local Law or other applicable law, rule or regulation with respect to any Participant; provided, however, that, except as the Plan or certain provisions thereof may be effected by the foregoing, the Plan shall continue in full force and effect with respect to all other Participants.

IN WITNESS WHEREOF, this Clarus Corporation Global Employee Stock Purchase Plan has been executed in behalf of the Corporation effective as of the 13th day of June, 2000.

CLARUS CORPORATION

By: /s/ Stephen P. Jeffery

Stephen P. Jeffery, Chief Executive Officer

Attest:

/s/ Mark D. Gagne

Mark D. Gagne, Secretary

[Corporate Seal]

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