SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

Date Of Report (Date Of Earliest Event Reported): October 17, 2002

CLARUS CORPORATION

(Exact name of Registrant as specified in its charter)

Delaware	**0-24277**	**58-1972600**
(State or other jurisdiction of incorporation or organization)	**(Commission File No.)**	**(IRS Employer Identification No.)**

3970 Johns Creek Court
Suite 100
Suwanee, Georgia 30024
(Address of principal executive offices, including zip code)

(770) 291-3900
(Registrant's telephone number, including area code)

None.
(Former name or Former Address if Changed Since Last Report)

ITEM 5. OTHER EVENTS.

On October 17, 2002, Clarus Corporation (the "Company") executed an Asset Purchase Agreement with Epicor Software Corporation to sell substantially all of the Company's electronic commerce business for a total of $1.0 million in cash. The sale is expected to close in the fourth quarter of 2002 and it is subject to approval by the Company's stockholders and other customary conditions.

ITEM 7. FINANCIAL STATEMENTS, PRO FORMA FINANCIAL INFORMATION AND EXHIBITS.

(c) EXHIBITS

2.1 Asset Purchase Agreement, dated as of October 17, 2002, by and between Epicor Software Corporation and Clarus Corporation.
2.2 Form of Bill of Sale and Assumption Agreement.
2.3 Form of Trademark Assignment.
2.4 Form of Patent Assignment.
2.5 Form of Noncompetition Agreement.
2.6 Form of Legal Opinion of Womble Carlyle Sandridge & Rice, PLLC.
2.7 Form of Transition Services Agreement.
2.8 Form of Escrow Agreement.
2.9 Source Code Sublicense Agreement.
99.1 Press Release, dated October 17, 2002.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

CLARUS CORPORATION

Date: October 18, 2002

/s/ JAMES J. MCDEVITT

James J. McDevitt
Chief Financial Officer

Exhibit 2.1

ASSET PURCHASE AGREEMENT

Dated as of October 17, 2002

By and Between

EPICOR SOFTWARE CORPORATION

AND

CLARUS CORPORATION

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is entered into as of October 17, 2002, by and between CLARUS CORPORATION, a Delaware corporation ("Seller"), and EPICOR SOFTWARE CORPORATION, a Delaware corporation ("Purchaser"). Capitalized terms not otherwise defined in this Agreement are defined in Appendix A hereto.

RECITALS:

A. Seller is engaged, among other activities, in the business of developing, marketing and supporting Internet-based business-to-business, e-commerce solutions that automate the procurement, sourcing and settlement of goods and services, more specifically through its eProcurement, Sourcing, View (for eProcurement), eTour (for eProcurement), ClarusNET, and Settlement software products (the "Products"), and all improvements and variations of these products (the "Business");

B. Seller desires to sell to Purchaser, and Purchaser desires to acquire from Seller, substantially all of the assets of the Business, upon the terms and conditions set forth herein:

NOW, THEREFORE, in consideration of the mutual benefits to be derived and the representations and warranties, conditions and promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE 1

PURCHASE AND SALE OF THE ASSETS

1.1 Assets and Liabilities.

(a) Purchased Assets. Upon the terms and subject to the conditions of this Agreement, as of the Closing (as defined in Article 6), Purchaser shall purchase from Seller, and Seller shall sell, assign, transfer and convey to Purchaser, all of Seller's right, title and interest in and to all of the following property, rights, and contracts or portions thereof which are used in the Business, wherever located and whether or not carried or reflected on the books and records of Seller or carried or registered in the name of Seller including, without limitation, all contractual and intellectual property rights and entitlements used by Seller to own, sell, develop, service and support the Products, and the following property, rights, contracts and claims (with such changes, deletions or additions thereto from the date of this Agreement as are expressly permitted under this Agreement), but excluding the Excluded Assets (collectively, the "Purchased Assets"):

(i) Intangible Assets. Except as provided in Section 1.1(e), all goodwill and general intangibles of Seller or Seller's Subsidiaries used in or significantly related to the Business (the "General Intangibles"), including, without limitation, at such time, if ever, as Purchaser has acquired ownership rights therein pursuant to Section 4.9, the name and trademark "Clarus," and all of Seller's or its Subsidiaries' right, title and interest in and to all IP Rights described on Schedule 2.13(a) or under a license described on Schedule 2.13(h);

(ii) Customer Lists. Any customer or vendor list or other document used by Seller in connection with the Business to identify customers, prospects, sources and suppliers, including, but not limited to, correspondence, credit information, manuals, and data, sales, marketing and advertising materials;

(iii) Contracts. All of Seller's rights and interests under the contracts, instruments, agreements, commitments or other understandings or arrangements, or portions thereof, whether written or oral, attributable or relating to the Business, the Purchased Assets or the Assumed Liabilities which are not Excluded Contracts, all to the extent assignable (but subject to subsection 1.1(f) below), as described on Schedule 2.8 (the "Purchased Contracts");

(iv) Records and Documentation. Originals or, at Seller's option, true and correct copies of all business and financial records, sales or use tax information, files, books and form contracts specifically relating to the Purchased Assets described in the other clauses of this Section 1.1(a) or to the Assumed Liabilities, including, but not limited to, books and records which reflect the principal terms of each Purchased Asset and all written or electronic embodiments of the Products, including all source code therefor;

(v) Authorizations. All federal, foreign, state, local or other governmental consents, licenses, permits, grants or authorizations and the like owned, held or utilized by Seller specifically in connection with the Business and not with Seller's other business activity (the "Authorizations"), including those listed on Schedule 2.9, subject to Section 1.1(f) below, which Seller is not legally prohibited from assigning to Purchaser;

(vi) Inchoate Rights. All rights, claims, causes of action or rights of set-off existing at the Closing with respect to or arising out of (A) the Purchased Assets, or (B) the Assumed Liabilities, including all rights to insurance proceeds paid or payable after the date of this Agreement with respect to any Purchased Asset, but excluding any rights, claims, causes of action or rights of set-off relating to the accounts receivable not included in the Purchased Assets;

(vii) Furniture and Equipment. All items of furniture, equipment, computers, computer software and office supplies, whether owned or leased by Seller, and used in connection with the Business, as listed on Schedule 2.7(b) (the "Furniture & Equipment");

(viii) Inventory. All inventories of marketing, training or support materials, or of media containing any Product, including all items described on Schedule 2.19; and

(ix) Other Items of Property. All other items of personal property, other than the Excluded Assets, which are used by Seller primarily in connection with the Business, to the extent that Seller has any rights or interests therein, subject to Section 1.1(f) below.

(b) Excluded Assets. Seller is not selling, assigning, transferring or conveying to Purchaser and Purchaser is not purchasing the following (collectively, the "Excluded Assets"): (i) the cash, cash equivalents, marketable securities and other investments owned or used in connection with the Business, deposits and prepayments and other cash assets not specifically related to the Business, (ii) Seller's Cashbook product and related assets (iii) Seller's eMarket and eXpense products and business, including eTour (for eMarket) and View (for eMarket) and any revenues related thereto, (iv) insurance contracts or rights therein not related to the Business (except as provided in Section 4.10 below), (v) any accounts receivable (except for amounts covered by Section 1.1(g)), (vi) any other tangible asset not specifically included in the Purchased Assets, (vii) any contracts, instruments, agreements, commitments or other understandings or arrangements, whether written or oral, or portions thereof identified on Schedule 2.8 under the heading "Excluded Contracts" (the "Excluded Contracts"), or (viii) any other asset set forth on Schedule 1.1(b).

(c) Liabilities Assumed by Purchaser. Upon the terms and subject to the conditions of this Agreement, and in reliance on the representations, warranties, covenants and agreements made by Seller herein, effective as of the Closing Date, Purchaser shall assume and be obligated pursuant to this Agreement to pay when due, perform, or discharge only the debts, claims, liabilities, obligations, and expenses described below and on Schedule 1.1(c) (collectively, the "Assumed Liabilities"):

(i) executory obligations arising from the Purchased Contracts which are to be performed after the Closing Date; provided, however, that Purchaser shall not assume any (x) costs or expenses related to any Excluded Liabilities, (y) obligations arising from any contracts, instruments, agreements, commitments or other understandings or arrangements attributable or relating to the Business, the rights to which are not, for any reason, assigned to Purchaser as required pursuant to the terms of this Agreement, and (z) obligations which are past due or arise as a result of or in connection with a breach or default by Seller under any of the Purchased Contracts or a violation of any Laws or public policy which occurred on or prior to the Closing Date; and

(ii) all Taxes accrued on or after the Closing Date in connection with the ownership of the Purchased Assets and the operation of the Business after the Closing Date.

(d) Excluded Liabilities. Except as set forth in Section 1.1(c) or any other express provision of this Agreement, Purchaser shall not assume or otherwise become obligated pursuant to this Agreement to pay when due, perform or discharge any debts, claims, liabilities, obligations including all obligations to purchase capital assets, damages or expenses of the Business, whether known or unknown, contingent or absolute, arising on or prior to the Closing Date (the "Excluded Liabilities"). Without limitation, the costs and expenses (i) to settle warranty or other third party claims arising out of the matters described on Schedule 3.6 shall be Excluded Liabilities to the extent attributable to a Product or (ii) incurred in connection with the matters described on Schedule 2.11 shall be Excluded Liabilities.

(e) Partial Assignment. Notwithstanding anything in this Agreement to the contrary, to the extent that any Purchased Contract or any General Intangible relates to both Purchased Assets and Excluded Assets (including products that Seller shall continue to market, sell and distribute, or dispose of or discontinue), it is the intention of Purchaser and Seller that any such assignment or other transfer of rights, along with the assumption of ongoing duties or obligations, under such Purchased Contract or General Intangible effected pursuant to the terms and conditions of this Agreement shall relate solely to those provisions and rights with respect to the Purchased Assets or otherwise necessary for the ongoing operation of the Business on or after the Closing Date as conducted by Seller prior to the Closing Date (and the term Purchased Contract shall refer solely to those portions assumed by Purchaser). The portions of the contracts and the General Intangibles described in this Section 1.1(e) which do not relate to the Purchased Assets shall be Excluded Assets and Excluded Liabilities.

(f) Assignments and Authorizations Requiring Consent. If any contract, agreement, commitment, arrangement or Authorization is subject to limitations on transfer or assignment, this Agreement is not meant to transfer such item in violation of those restrictions, and Seller shall, if unable to remove such restrictions in accordance with Section 4.2(b) below, thereafter hold such item in trust for Purchaser and provide to Purchaser the economic benefit of ownership to the maximum extent feasible until the expiration of the term or effectiveness of such item, unless Purchaser shall otherwise agree in writing, and Purchaser shall agree to perform the obligations of Seller on the same terms and conditions to which Seller is obligated. Likewise, the failure to include an Authorization on Schedule 2.9 shall not be interpreted to mean such Authorization is not intended to be transferred and, to cure the violation of Section 2.9 caused by failure to include such Authorization, Seller shall be required, at Purchaser's option, and without precluding other remedies, to transfer such Authorization or to assist Purchaser to obtain a replacement Authorization in Purchaser's name, in accordance with Sections 4.2(b) and 4.7 below.

(g) Prorated Contracts. If any agreements for maintenance or support of Products with an effective commencement date or renewal date after the date of this Agreement and before the Closing Date ("Prorated Contracts") are initiated or renewed via cash receipts or other consideration the parties agree to prorate the amounts received for such Prorated Contracts, and all subscription, support or maintenance related

amounts due for periods after the date of this Agreement under the contracts identified on Schedule 1.1(g) as follows: Purchaser shall be entitled to receive the portion of such amounts which corresponds to the time Purchaser is required to provide the related services; the Seller shall be entitled to receive the portion of such amounts which corresponds to the time Seller is required to provide the related services. The party receiving any amount to which the other party is entitled pursuant to this Section 1.1(g) shall promptly (within 15 days of receipt) pay to the other party the amounts due the other party.

1.2 Purchase Price; Payment.

(a) Purchase Price. The aggregate purchase price for the Purchased Assets is $1,000,000 (the "Purchase Price").

(b) Payment. (i) At Closing, Purchaser shall pay to Seller $800,000 of the Purchase Price in cash (the "Closing Date Payment") and (ii) Purchaser shall place the remaining amount of the Purchase Price in an interest-bearing account maintained by the Escrow Agent, subject to the Escrow Agreement.

1.3 Allocation of Purchase Price. The Purchase Price shall be allocated among the Purchased Assets as mutually agreed upon by the parties within sixty (60) days after the Closing Date. Each party agrees that it will not in its tax returns or elsewhere take a position inconsistent with the purchase price allocations provided for in this Section (the "Allocations").

1.4 Taxes. Seller will pay all sales and use taxes and transfer taxes, if any, applicable to the transfer of the Purchased Assets and the assumption of the Assumed Liabilities provided for by this Agreement. Purchaser and Seller shall each pay their respective portions, prorated as of the Closing Date, of state and local real and personal property taxes with respect to the Purchased Assets.

ARTICLE 2

REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows:

2.1 Organization. Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has the corporate power and authority to conduct its business as it is presently being conducted and to own and lease its properties and assets. Seller is duly qualified to do business as a foreign corporation and is in good standing in each jurisdiction in which the failure to be so qualified would have a Material Adverse Effect on the Business.

2.2 Authorization. The execution and delivery of this Agreement by Seller and the performance of its obligations hereunder have been duly authorized by the

directors of Seller and other than the approval of the stockholders of the Seller, no other corporate action or approval by Seller is necessary for the execution, delivery or performance of this Agreement by Seller. Seller has full right, power and authority to execute, deliver and, subject to the receipt of stockholder approval, perform this Agreement and such other agreements and instruments as are contemplated hereby. This Agreement has been duly executed and delivered by Seller and is a valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, except as such enforceability may be limited by (a) bankruptcy, insolvency, reorganization, moratorium or other similar laws, now or hereafter in effect, relating to or limiting creditors' rights generally and (b) general principles of equity (whether considered in an action in equity or at law).

2.3 No Conflict. Except as set forth on Schedule 2.3, neither the execution and delivery of this Agreement by Seller nor the consummation of the transactions contemplated hereunder nor the fulfillment by Seller of any of its terms will:

(a) conflict with or result in a breach by Seller of, or constitute a default by it under, or create an event that, with the giving of notice or the lapse of time, or both, would be a default under or breach of, any of the terms, conditions or provisions of (i) any Purchased Asset or any material mortgage, lease, deed of trust, pledge, loan or credit agreement, or any other material contract, arrangement or agreement to which Seller is a party or to which any of the Purchased Assets is subject, (ii) the Certificate of Incorporation or Bylaws of Seller, or (iii) any judgment, order, writ, injunction, decree or demand of any Governmental Entity which materially affects Seller or the Purchased Assets;

(b) result in the creation or imposition of any Encumbrance upon the Purchased Assets which affects Purchaser's ability to own the Purchased Assets or to conduct the Business following the Closing in a manner substantially similar to the manner in which it was conducted prior to the date of this Agreement; or

(c) cause a loss or adverse modification of any permit, license, or other authorization granted by a Governmental Entity to or otherwise held by Seller which is necessary to the Business.

Except for this Agreement, Seller has no obligation, absolute or contingent, to any other Person to sell the Business, or any material assets of Seller related to the Business, or to enter into any agreement with respect thereto.

2.4 Financial Statements.

(a) Seller has delivered to Purchaser Seller's audited balance sheets and related statements of income, with respect to the years ended December 31, 2000 and 2001, and the unaudited statements for six (6) months ended June 30, 2002 as attached hereto as Schedule 2.4(a) (the "Financial Statements"). The Financial Statements (i) are prepared consistently in accordance with past practices, (ii) present

fairly in all material respects the financial position and results of operations and cash flows of Seller as of the dates and for the periods then ended, (iii) are in agreement with the books and records of Seller in all material respects and (iv) have been prepared in accordance with GAAP.

(b) Except as set forth in the Financial Statements, as of June 30, 2002 or set forth on Schedule 2.5, there is neither any fact or facts known to Seller nor any other reasonable legal basis known to Seller which is likely to give rise to any claims involving an amount of $15,000 or more against, or liabilities or obligations of, the Business affecting or relating to any Purchased Asset or its use by Seller or, following the Closing, by Purchaser, which was not otherwise disclosed in Seller's reports filed pursuant to the Securities Exchange Act of 1934.

2.5 Liabilities. Except as disclosed in the Financial Statements and for executory obligations under Purchased Contracts, there are no debts, obligations, or other liabilities of any nature whatsoever in excess of $15,000 with respect to the Business, whether accrued, absolute, contingent, or otherwise, whether due or about to become due or whether included or not included in the Assumed Liabilities, except for (i) liabilities which are accurately set forth, both by description and amount, in Schedule 2.5 to this Agreement; (ii) liabilities which arose in the ordinary course of business subsequent to June 30, 2002; and (iii) liabilities relating solely to the Excluded Assets.

2.6 Absence of Certain Facts or Events. Except as listed on Schedule 2.6, since June 30, 2002, there has not been:

(a) any material adverse change in the financial condition or results of operations of the Business from that shown on the Financial Statements;

(b) any material damage, destruction or loss in excess of $15,000 affecting the assets or operation of the Business, whether covered by insurance or not;

(c) any increases in excess of five percent (5%) in the compensation payable or to become payable by Seller to any employee or officer involved in the Business except as contemplated by Section 4.8(a), or any change in the coverage or benefits under any bonus, insurance, pension or other Benefit Plan with respect to such Persons;

(d) any purchase or other acquisition by Seller of assets of any other Person for use in the Business, or any transfer or sale of any assets of the Business to any Person, other than in the ordinary course of business consistent with past practice;

(e) any mortgage, pledge, or other lien placed on any Purchased Assets, or Encumbrance placed on assets of Seller which would prevent or limit the use, modification or sale of any Purchased Asset;

(f) any failure to pay or perform when due (after any applicable grace period) any obligation of Seller relating to the Business involving more than $15,000;

(g) any intentional waiver of any rights of material value to the Business or any amendment or termination of any Purchased Contract or any other material agreement to which Seller is a party which has had or is reasonably likely to have a Material Adverse Effect on the Business;

(h) any material transaction entered into or consummated by Seller with respect to the Business, except in the ordinary course of business consistent with past practice;

(i) any notification by any customer of the Business, whether written or oral, that such customer anticipates its annual purchases of periodic licenses or maintenance and support plan subscriptions from the Business to decrease by more than ten percent (10%);

(j) any material change in payment or collection terms to customers, including any discount for prompt payment which is not in accordance with past practice;

(k) any notification, whether written or oral, by any supplier of Seller, including any party to any license agreement listed on Schedule 2.7(b) or Schedule 2.8, that such supplier anticipates its annual accommodations, sales or services provided to the Business to decrease, or the cost of its goods or services to the Business to increase, by more than ten percent (10%);

(l) any cancellation or failure to renew any insurance policy that was in place as of January 1, 2002; or

(m) any commitment, contingent or otherwise, to do any of the foregoing.

2.7 Property and Encumbrances.

(a) Except as disclosed on Schedule 2.7(a), Seller has good and marketable title to all of the Purchased Assets, free and clear of all Encumbrances other than licenses entered into in the ordinary course which are listed on Schedule 2.8 ("Disclosed Licenses") and which, with respect to licenses granted by Seller or one of its Subsidiaries to third parties, will not restrict Purchaser's use of the Purchased Assets. At the Closing, Seller will sell, convey, assign, transfer and deliver to Purchaser good, valid and marketable title, and all Seller's respective right and interest, in and to all of the Purchased Assets, free and clear of any Encumbrances other than Disclosed Licenses. Any Excluded Assets (other than furniture and equipment) that are used in the Business are separately identified in Section 1.1(b) of this Agreement.

(b) Schedule 2.7(b) accurately sets forth all Furniture & Equipment currently used by Seller in connection with the operation of the Business. Except as noted on Schedule 2.7(b), hereto, Seller has good and marketable title to the Furniture & Equipment, free and clear of all Encumbrances.

(c) Furniture & Equipment is being sold AS IS.

2.8 Contracts and Commitments. Schedule 2.8 sets forth all of the contracts, instruments, agreements, commitments or other understandings or arrangements, whether written or oral, attributable to or relating to the Business or any Assumed Liability, and identifies which are Purchased Contracts. Schedule 2.8 separately identifies all contracts, instruments, agreements, commitments or other understandings or arrangements, whether written or oral, attributable or relating to the Business, the Purchased Assets or the Assumed Liabilities which are part of the Excluded Assets, including those described in Section 1.1(b). Except as set forth in Schedule 2.8, (i) Seller is not in breach of, nor has Seller received any claim or assertion that it has breached, any of the terms or conditions of any Purchased Contract; (ii) each Purchased Contract is in full force and effect in the form delivered to Purchaser, Seller is not aware of any breach or default by any party thereto, and Seller has not received any notice, whether written or oral, that any party thereto wishes to cancel or not renew such Purchased Contract; and (iii) Seller is not aware of any facts or conditions which have occurred or are anticipated which, through the passage of time or the giving of notice, or both, would constitute a material default under any Purchased Contract or would cause the acceleration of any obligation of any party thereto or the creation of an Encumbrance.

2.9 Permits and Authorizations. Seller's operations, and the conduct of the Business, as and where such business has been since January 1, 2002 or presently is conducted, and the ownership, possession and use of the Purchased Assets have complied since January 1, 2002 and currently do comply in all material respects with all applicable Laws. Seller holds all Authorizations required to permit Seller to operate the Purchased Assets and the Business as they are presently operated and conducted, which Authorizations are described on Schedule 2.9. Except where otherwise stated, such Authorizations are in full force and effect, and there are no outstanding applications for additional Authorizations or variances for existing Authorizations required to conduct the Business.

2.10 No Violations; Consents

(a) Seller is in compliance in all material respects with each applicable Law or judgment entered (or known by Seller to be proposed) by any Governmental Entity with respect to the Business.

(b) Except as set forth on Schedule 2.10, no consent, approval or authorization of, or declaration, filing or registration with, any Governmental Entity or any other Person is required to be made or obtained by Seller in connection with the execution, delivery and performance by Seller of this Agreement and the consummation

of the transactions contemplated hereby, including the sale, assignment or transfer of the Purchased Assets, including the Purchased Contracts.

2.11 Claims, Investigations and Proceedings. Schedule 2.11 lists all claims, investigations, suits, actions, arbitrations, mediations and legal or administrative proceedings and governmental investigations pending against Seller with respect to the Business, to which the Purchased Assets are subject, or as to which Seller has received in writing or verbally any such claim or assertion. There are no facts which Seller has recognized as reasonably likely to lead to the instigation of any suit, action or legal or administrative proceeding or any other claim, controversy or governmental investigation against Seller with respect to, or against any third party that would have a Material Adverse Effect on, the Business or Purchased Assets. There is no outstanding judgment, order, decree, award, stipulation or injunction of any Governmental Entity against or affecting the Purchased Assets or the Business.

2.12 Insurance. Schedule 2.12 lists all insurance policies currently owned or maintained by Seller, or for the benefit of Seller, and relating to the Business or the Purchased Assets. Such policies are not Purchased Assets. Each such insurance policy is or was in full force and effect during the period(s) of coverage indicated on Schedule 2.12. Seller has taken no action to limit or terminate the applicability of such policies to claims against the Business and will continue such policies in effect with respect to events prior to the Closing for at least thirty-six months following the Closing.

2.13 Intellectual Property.

(a) Seller or one of its Subsidiaries owns, or has the valid right or license to use, possess, sell, license, copy, distribute, market, advertise and/or dispose of, as applicable, all Intellectual Property required to be held to permit, or used by Seller in the conduct of, the Business as presently conducted and as previously conducted with respect to any previous versions of Products that are still in use by customers under Purchased Contracts (such Intellectual Property being hereinafter collectively referred to as the "IP Rights"), including the IP Rights described on Schedule 2.13(a), and such rights to use, possess, sell, license, copy, distribute, market, advertise and/or dispose of the IP Rights as are sufficient for the conduct of the Business as presently conducted by Seller and as previously conducted with respect to any previous versions of Products that are still in use by customers under Purchased Contracts.

(b) Except as set forth on Schedule 2.13(b), neither the execution, delivery and performance of this Agreement or the documents or instruments executed in connection herewith, nor consummation of the transactions contemplated hereby or thereby, will: (i) constitute a material breach of or default under any instrument, contract, license or agreement governing or affecting any IP Rights to which Seller is a party; (ii) except as set forth on Schedule 2.13(b) hereto, cause the forfeiture or termination of, or give rise to a right of forfeiture or termination of, any IP Right; or (iii) materially impair the right of Purchaser to use, possess, sell or license any IP Right or portion thereof. Except as set forth on Schedule 2.13(b) hereto or as set forth in the

Purchased Contracts, there are no royalties, honoraria, fees or other payments payable by Seller to any third person by reason of the ownership, use, possession, license, sale, marketing, advertising or disposition of any IP Rights.

(c) Neither the manufacture, marketing, license, sale, furnishing or intended use of any product or service currently licensed, utilized, sold, provided or furnished by the Business, or currently under development by the Business, violates any license or agreement between Seller and any third party or infringes or misappropriates any Intellectual Property right of any other party; and there is no basis for any claim contesting the validity, ownership or right of Seller to use, possess, sell, market, advertise, license or dispose of any IP Right in the manner currently so used by Seller, or in the manner previously used by Seller with respect to any previous versions of Products that are still being used by customers under Purchased Contracts, nor has Seller received any notice asserting that any IP Right or the proposed use, sale, license or disposition thereof conflicts or will conflict with the rights of any other party. This subsection 2.13(c) shall not apply to any IP Right licensed by Seller from a third party except to the extent Seller is aware of any violation, infringement or misappropriation of the Intellectual Property rights of a third party, or of facts reasonably likely to give rise to a claim of such violation, infringement or misappropriation or to a claim contesting the right of Seller to use such Intellectual Property.

(d) To Seller's knowledge, no employee, consultant or independent contractor of Seller: (i) is in violation of any term or covenant of any employment contract, patent disclosure agreement, invention assignment agreement, non-disclosure agreement, noncompetition agreement or any other contract or agreement with any other party by virtue of such employee's, consultant's, or independent contractor's being employed by, or performing services for, the Business or using trade secrets or proprietary information of others; or (ii) has developed any technology, software or other copyrightable, patentable, or otherwise proprietary work for the Business that is subject to any agreement under which such employee, consultant or independent contractor has assigned or otherwise granted to any third party any rights (including without limitation Intellectual Property) in or to such technology, software or other copyrightable, patentable or otherwise proprietary work or any Intellectual Property related thereto. To Seller's knowledge, the employment of any employee of Seller or the use by Seller of the services of any consultant or independent contractor of Seller does not subject the Business to any liability to any third party related to misappropriation of trade secrets, violation of any noncompetition agreement, violation of any form of non-disclosure agreement, or the infringement of intellectual property rights.

(e) Except as set forth on Schedule 2.13(e) hereto or as set forth in the Purchased Contracts, there are no and will be no royalties, honoraria, fees or other payments (other than salaries payable to employees and amounts payable to independent contractors not contingent on or related to use of their work product) payable by the Seller before, or will be payable by the Purchaser after, the Closing Date, to any third person by reason of the ownership, use, possession, license, copying, modifying,

making derivative works of, sale, marketing, advertising and/or disposition of any IP Rights by the Business.

(f) Seller has taken all appropriate and reasonable steps, in accordance with industry custom, to protect, preserve and maintain the secrecy and confidentiality of the IP Rights and to establish and maintain Seller's ownership interests and proprietary rights therein. All officers, employees and consultants or third party developers of Seller, excluding lawyers, accountants and similar professionals, having access to proprietary information of the Business, its customers or business partners, have executed and delivered to Seller an agreement regarding the protection of such proprietary information and the assignment of inventions or work product to Seller; and copies of all such agreements have been delivered or made available to Purchaser's counsel. Seller has secured written assignments from all consultants (including third-party developers), contractors and employees who were involved in, or who contributed to, the creation or development of any Intellectual Property owned by Seller, assigning the rights to such contributions that may be owned by such Persons or that Seller does not already own by operation of law. No current or former employee, officer, director, consultant or independent contractor of Seller has any right, license or ownership interest whatsoever, and Seller has not received notice of any claims, in or with respect to, any Intellectual Property owned by Seller.

(g) Schedules 2.13(g)(i) through (iii), respectively, contain a true and complete list of (i) all worldwide registrations with any governmental or quasi-governmental authority of any patents, copyrights, mask works, trademarks, service marks, Internet domain names or Internet or World Wide Web URLs or addresses which are used by the Business; (ii) all applications, registrations, filings and other formal actions made or taken pursuant to federal, state and foreign Laws by the Seller to secure, perfect or protect their interests in IP Rights, including, without limitation, all patent applications, copyright applications, and applications for registration of trademarks and service marks, and (iii) all unregistered copyrights, trademarks and service marks that are currently used in connection with the Business. All issued patents, and all registered trademarks, registered service marks, registered Internet domain names, registered Internet or World Wide Web URLs or addresses and registered copyrights held by Seller are valid, and subsisting, and to Seller's knowledge, enforceable.

(h) Schedules 2.13(h)(i) and (ii), respectively, contain a true and complete list of (i) all licenses, sublicenses and other agreements to which Seller is a party and pursuant to which any person or entity is authorized to use or have access to source code relating to any IP Rights, and (ii) all licenses, sublicenses and other agreements as to which Seller is a party and pursuant to which Seller is authorized to use any third party Intellectual Property which would be infringed by, or are incorporated in, or form a part of, any product or service sold, licensed, distributed, provided or marketed by the Business.

(i) To Seller's knowledge, there is no unauthorized use, disclosure, infringement or misappropriation of any IP Rights by any third party, including any employee or former employee of Seller.

(j) Except as set forth on Schedule 2.13(j), the Software owned or purported to be owned by Seller was either (i) developed by employees of Seller within the scope of their employment; (ii) developed by independent contractors who have assigned their rights to Seller pursuant to written agreements; or (iii) otherwise acquired by Seller from a third party. Such Software does not contain any programming code, documentation or other materials or development environments that embody Intellectual Property rights of any person other than Seller, except for such materials or development environments generally available to all interested purchasers or end-users on standard commercial terms. For purposes of this Section 2.13(j), "Software" means any and all, each as related to the Products, (i) computer programs, including any and all software implementations of algorithms, models and methodologies, whether in source code or object code, (ii) databases and compilations, including any and all data and collections of data, whether machine readable or otherwise, (iii) descriptions, schematics, flow-charts, and other work product used to design, plan, organize and develop any of the foregoing, and (iv) all documentation, including user manuals and training manuals, related to any of the foregoing.

(k) As of the Closing Date, each version of the Products currently licensed to end user customers generally functions free of material defects, and of routines, codes or instructions that are designed to disable the Products or otherwise disable, delete, modify, damage or erase software, hardware or data, and performs substantially in accordance with the specifications described in the end user documentation provided to end user customers with respect to such Products.

(l) Seller has taken all necessary actions to document the Software and its operation, such that the materials comprising the Software, including the source code and all other documentation, have been written in a manner that they may be understood, modified and maintained by reasonably competent programmers.

2.14 Employee Benefits.

(a) Schedule 2.14 hereto contains a true and complete list of each employment, bonus, deferred compensation, incentive compensation, stock purchase, stock option, stock appreciation right or other stock-based incentive, severance, change-in-control, or termination pay, hospitalization or other medical, disability, life or other insurance, supplemental unemployment benefits, profit-sharing, pension, or retirement plan, program, agreement or arrangement, and each other employee benefit plan, program, agreement or arrangement, sponsored, maintained or contributed to or required to be contributed to for the Retained Employees (defined below) by Seller or an affiliate of the Seller, whether or not incorporated, that together with the Seller would be deemed a "single employer" within the meaning of Section 4001(b)(1) of ERISA (the "Plans").

(b) Schedule 2.14 identifies each of the Plans that is an "employee welfare benefit plan" or "employee pension benefit plan" as such terms are defined in Sections 3(1) and 3(2) of ERISA (such plans being hereinafter referred to collectively as the "ERISA Plans").

(c) Each of the Plans and ERISA Plans has been operated and administered in all material respects in accordance with applicable Laws, including but not limited to ERISA and the Code.

(d) No benefit under any Plan is or will be an Assumed Liability.

2.15 Labor and Employment Matters.

(a) Seller has taken (or will take prior to the Closing Date) all lawful steps necessary on the part of Seller to permit the employees of the Business listed on Schedule 2.15 (the "Retained Employees") to become employees of Purchaser, effective as of the Closing Date. Seller has paid or made adequate provision to pay all wages, other compensation and other obligations of Seller in connection therewith due through the Closing Date for all employees of the Business.

(b) No collective bargaining agreement exists that is binding on Seller with respect to the Retained Employees and, no petition has been filed or proceeding instituted, or any action taken in contemplation of any such filing or institution, by an employee or group of employees of Seller, with the National Labor Relations Board seeking recognition of a bargaining representative.

(c) There is no labor strike, dispute, slow down or stoppage pending or threatened against Seller by the Retained Employees.

(d) Seller has not received any demand letters, civil rights charges, suits or drafts of suits with respect to claims made by any of the Retained Employees.

(e) No individuals are or, since January 1, 2002, have been classified by Seller as "independent contractors."

(f) Schedule 2.15(f) contains a list of the name of each Retained Employee together with such Person's position or function. With respect to each Retained Employee, Seller has provided Purchaser with true and correct information concerning the annual salary or wages, as well as any incentives or bonus arrangement, with respect to such Person. Seller has received no notice and has no belief that any Retained Employee intends to terminate employment with Seller before the Closing Date.

(g) There are not pending, or to the Seller's knowledge, threatened claims or actions by any Retained Employees against Seller under any worker's compensation policy or long-term disability policy.

(h) Schedule 2.15(h) sets forth a true and complete list of the Retained Employees that require a visa to work for Seller (collectively, the "Visa Employees"), and, for each such Visa Employee, the type, status and expiration date of such visa.

(i) Seller has complied in all material respects with all applicable Laws relating to the employment of labor and employment practices, including those relating to terms and conditions of employment, wages, hours, and collective bargaining. Seller has made all required payments of social security, unemployment and similar taxes.

(j) None of the Purchased Assets is subject to any liens (including a pledge of such assets as security to satisfy an obligation) under ERISA or the Code. Seller has complied with all health care continuation coverage requirements under the law commonly known as COBRA with respect to the employees of the Business as to qualifying events that occurred prior to or upon the Closing.

2.16 Environmental Laws.

(a) Except as disclosed on Schedule 2.16, (i) the Purchased Assets and the Business have been operated in compliance in all material respects with all applicable Environmental Laws, (ii) there has been no generation, processing, production, storage, treatment, transport, Release, or disposal of any Hazardous Materials in any quantity at, in, on, under, about or from any of the owned or leased properties used in the Business by or on behalf of Seller or, to the knowledge of Seller, by any previous owner or tenant of such properties in violation of any Environmental Law, and (iii) no Governmental Entity or any other Person has issued to Seller or, to the knowledge of Seller, commenced any notice of violation, notice to comply, compliance schedule, administrative or judicial complaint, information request, order, enforcement action or lien with respect to alleged or potential violations of or liabilities under Environmental Laws by or on behalf of Seller relating to the properties used in the Business, or any proceeding or inquiry with respect to any actual or alleged violation of or liability under any Environmental Law or any Release or alleged Release of a Hazardous Material by or on behalf of Seller or relating to the properties used in the Business.

(b) "Environmental Law" shall mean all applicable federal, state, and local laws, statutory or otherwise, regulations, rules, ordinances, decrees, orders and agreements, which purport to regulate the generation, processing, production, storage, treatment, transport or Release of Hazardous Materials to the environment, or impose requirements, conditions or restrictions relating to environmental protection, management, planning, reporting or notice or public or employee health and safety.

(c) "Hazardous Material(s)" shall mean any substance which is (i) defined as a hazardous substance, hazardous material, hazardous waste, pollutant, toxic substance, pesticide, contaminant or words of similar import under any Environmental Law, (ii) a petroleum hydrocarbon, including crude oil or any fraction thereof, (iii) hazardous, toxic, corrosive, flammable, explosive, infectious, radioactive, carcinogenic or a reproductive toxicant, or (iv) regulated pursuant to any Environmental Law.

(d) "Release" shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing into the environment (including the abandonment or discarding of barrels, containers and other receptacles containing any Hazardous Material).

(e) Seller has provided to Purchaser copies of all documentation in its possession, custody or control relating to environmental matters related to the Business.

2.17 Taxes. Except as set forth in Schedule 2.17 hereto, (a) all federal, state, foreign and local tax returns and tax reports (including information returns) required to be filed by Seller with respect to the Business have been timely filed with the appropriate Governmental Entities in all jurisdictions in which such returns and reports are required to be filed, and all such returns and reports are, in all material respects, complete, accurate and in accordance with all legal requirements applicable thereto; (b) all taxes due from Seller with respect to the Business (i) have been fully paid or adequately provided for on the Financial Statements or (ii) are disclosed on Schedule 2.17 and are being contested in good faith by appropriate proceedings; and (c) Seller has not received any written or oral notice or inquiry from the Internal Revenue Service or any other taxing authority of any pending or threatened examination or audit which, individually or in the aggregate, if adversely decided against Seller would be reasonably likely to have a Material Adverse Effect on the Business or impose or result in a lien on the Purchased Assets.

2.18 Inventories. All inventories of marketing materials and media containing or reflecting any Products are in all material respects of a quality usable in the normal course of business and are listed on Schedule 2.18.

2.19 Customers and Suppliers. Schedule 2.19 discloses the identity of each of the ten (10) largest customers (in terms of maintenance revenues under Purchased Contracts) of the Business for the six months ended June 30, 2002. Except as disclosed on Schedule 2.19, Seller has not received any notice, whether written or oral, that any customer identified on Schedule 2.19 expects or intends that its future purchases, including, without limitation, periodic maintenance and support plan subscriptions, from the Business will decrease more than ten percent (10%) as compared to the six months ended June 30, 2002.

2.20 Warranties. Seller has not given or made any written or oral warranties to any Person with respect to the Business or Purchased Assets other than product warranties in the ordinary course which are identified in Schedule 2.20 to the extent not otherwise set forth in the Purchased Contracts. There are no outstanding warranty claims with respect to the Business or the Purchased Assets. Schedule 2.20 sets forth the history of all warranty claims with respect to the Business or Purchased Assets made or, to Seller's knowledge, threatened in the past three (3) years.

2.21 Delivery of Documents. All documents and any and all amendments to any such documents, referred to in this Agreement or in any Schedule delivered to Purchaser pursuant to this Agreement, are true, correct and complete copies and all documents described on any Schedule have been made available to Purchaser.

2.22 No Finders or Brokers. Except as set forth on Schedule 2.22, Seller has not entered into any agreement, arrangement or understanding with any Person which could result in the obligation to pay any finder's fee, brokerage commission, advisory fee or similar payment in connection with this Agreement or the transactions contemplated hereby.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser hereby represents and warrants to Seller as follows:

3.1 Organization. Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has the corporate power and authority to conduct its business as it is presently being conducted and to own and lease its properties and assets. Purchaser is duly qualified to do business as a foreign corporation and is in good standing in each jurisdiction in which the failure to be so qualified would have a material adverse effect.

3.2 Authorization. The execution and delivery of this Agreement by Purchaser and the performance of its obligations hereunder have been duly authorized by the directors of Purchaser and no other corporate action or approval by Purchaser is necessary for the execution, delivery or performance of this Agreement by Purchaser. Purchaser has full right, power and authority to execute, deliver and perform this Agreement and such other agreements and instruments as are contemplated hereby. This Agreement has been properly executed and delivered by Purchaser and is a valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms, except as such enforceability may be limited by (a) bankruptcy, insolvency, reorganization, moratorium or other similar laws, now or hereafter in effect, relating to or limiting creditors' rights generally, and (b) general principles of equity (whether considered in an action in equity or at law).

3.3 No Conflict. Neither the execution and delivery of this Agreement by Purchaser nor the consummation of the transactions contemplated hereunder nor the fulfillment by Purchaser of any of its terms will conflict with or result in a breach by Purchaser of, or constitute a default by Purchaser under, or create an event that, with the giving of notice or the lapse of time, or both, would be a default under or breach of, any of the terms, conditions or provisions of (i) any material indenture, mortgage, lease, deed of trust, pledge, loan or credit agreement or any other material contract, arrangement or agreement to which Purchaser is a party or to which a material portion of Purchaser's assets is subject, (ii) the Certificate of Incorporation or Bylaws of Purchaser, or (iii) any judgment, order, writ, injunction, decree or demand of any Governmental Entity which materially affects Purchaser or which materially affects Purchaser's ability to conduct its business or consummate the transactions described herein.

3.4 Consents and Approvals. No consent, approval or authorization of, or declaration, filing or registration with, any Governmental Entity or any other Person is required to be made or obtained by Purchaser in connection with the execution, delivery and performance by Purchaser of this Agreement and the consummation of the transactions contemplated hereby.

3.5 No Finders or Brokers. Purchaser has not entered into any agreement, arrangement or understanding with any Person which could result in the obligation to pay any finder's fee, brokerage commission, advisory fee or similar payment in connection with this Agreement or the transactions contemplated hereby.

3.6 No Knowledge of Adverse Facts. Except as disclosed on Schedule 3.6, Purchaser has not on the date of this Agreement reached a conclusion or formed the belief that any representation or warranty of Seller made herein is untrue. In addition, except as disclosed on Schedule 3.6, none of the individuals identified on Schedule 3.6 is aware of (a) potential or threatened claims, or facts or circumstances that may constitute potential or threatened claims by third parties to ownership of the IP Rights or claims that the IP Rights violate rights of a third party, or that the representations and warranties in Section 2.13(c) may otherwise be untrue or (b) (after review of their current product/customer issues worksheets) facts or circumstances which any such individual believes is reasonably likely to lead to a claim that any Product has a material defect or fails to perform in accordance with its specifications.

ARTICLE 4

COVENANTS; OTHER AGREEMENTS

4.1 Confidentiality.

That certain Non-Disclosure Agreement between the parties dated as of June 12, 2002 shall remain in full force and effect and shall survive the Closing and continue to be binding upon the parties in accordance with its terms. In the event the sale and purchase called for by this Agreement shall not be consummated, Purchaser, on the

one hand, and Seller, on the other hand, shall return or destroy (verified in writing) all copies of non-public documents and materials which have been furnished by the other in connection with this Agreement. However, provided that a party receives reasonable notice and a reasonable opportunity to remedy any situation described in items (i) or (ii) below, nothing contained herein shall prohibit any party from:

(i) using such documents, materials and other information in connection with any action or proceeding brought or any claim asserted with respect to any breach of any representation, warranty or covenant made in or pursuant to this Agreement; or

(ii) supplying or filing such documents, materials or other information to or with any Governmental Entity or other Person which either party deems reasonably necessary in connection with the obtaining of any consent, waiver, amendment, modification, approval, authorization, permit or license which may be necessary to effectuate this Agreement and to consummate the transactions contemplated hereby; or

(iii) supplying such documents, materials or other information to such party's lenders, counsel, accountants and other consultants and representatives in connection with the transactions contemplated hereby.

4.2 Fulfillment of Conditions.

(a) Seller will use all reasonable efforts to perform, comply with and fulfill all obligations, covenants and conditions required of Seller by this Agreement. Purchaser will use all reasonable efforts to perform, comply with and fulfill all obligations, covenants and conditions required of Purchaser by this Agreement.

(b) Seller will use all reasonable efforts to secure all necessary consents, waivers, permits, approvals, licenses and authorizations and will make all necessary filings in order to consummate the transactions contemplated hereby; provided that such covenant shall not require Seller to expend additional funds in any material amount to obtain any such consent except as provided in Section 4.7 herein. Purchaser will use all reasonable efforts to secure all necessary consents, waivers, permits, approvals, licenses and authorizations and will make all necessary filings in order to consummate the transactions contemplated hereby but shall not be required to consent to any amendments or restrictions which in Purchaser's reasonable judgment materially impair the benefits of this transaction or to expend funds in any material amount except as provided in Section 4.7 herein.

4.3 Post-Closing Access by Seller. After the Closing, Purchaser shall cooperate with Seller to the extent reasonably requested by Seller, and shall make available to Seller all financial, insurance, tax and other information (including reasonable access to books and records) of Purchaser relating to the Business with respect to any fiscal period ending on or prior to the Closing Date to the extent reasonably

required by Seller in connection with (a) any audit or other investigation by any taxing authority, (b) the prosecution or defense of any claims or related litigation that might give rise to indemnification payments hereunder or (c) the preparation by Seller of tax returns or any other reports or submissions to any Governmental Entity required to be made by Seller; provided that such cooperation and availability of information do not unreasonably interfere with the normal business of Purchaser and provided, further, that Seller reimburses Purchaser for any necessary third-party expenses reasonably incurred to provide such information.

4.4 Further Assurances. Each of the parties hereto agrees to use all reasonable efforts to take, or cause to be taken, all action, and to do, or cause to be done, all things necessary, proper or advisable to consummate and make effective the transactions contemplated by this Agreement, including executing and delivering all documents reasonably requested by Purchaser and its counsel for the purpose of transferring to Purchaser title to all of the Purchased Assets.

4.5 Termination of Certain Agreements. Seller and Purchaser agree that the following contracts and agreements between Purchaser and Seller shall be terminated as of the Closing Date: (i) Software Reseller Agreement dated December 31, 1999, as amended, (ii) Software License Agreement dated December 31, 1999, and (iii) Source Code License Agreement dated June 11, 2002.

4.6 Bulk Sales. Purchaser hereby waives compliance with applicable bulk transfer or similar laws, if any, and Seller hereby indemnifies and holds harmless Purchaser from any liabilities and obligations arising from claims made by third parties under applicable bulk transfer or similar laws, if any, applicable to the transactions contemplated in this Agreement.

4.7 Obtaining Necessary Consents and Addition of Purchaser as Party to Certain Contracts. Seller shall use reasonable efforts to obtain any and all consents necessary for the effective assignment to and assumption by Purchaser of the Purchased Contracts, which consents are set forth on Schedule 2.9 hereto, and Purchaser agrees to cooperate with such efforts. Seller and Purchaser will share equally in the costs of obtaining such consents up to $10,000 in the aggregate. Any costs of obtaining such consents in excess of $10,000 shall be paid by Seller. All such consents shall be in writing and executed counterparts thereof shall be delivered to Purchaser at Closing. To the extent that any Purchased Contract is not assignable without the consent of another party, this Agreement shall not constitute an assignment or an attempted assignment thereof, or thereunder, if such assignment or attempted assignment would constitute a breach thereof until the necessary consents are obtained; provided, however, that Seller shall transfer to Purchaser the economic benefit derived from such non-assignable Purchased Contract on terms and conditions satisfactory to Purchaser and Purchaser shall agree to perform the obligations of Seller thereunder on the same terms and conditions to which Seller is obligated. In addition Seller shall cooperate reasonably with Purchaser's efforts to obtain the contract modifications described on Schedule 4.7.

4.8 Employees.

(a) Employment Offer. On the Closing Date, Purchaser shall offer employment to each Retained Employee on terms that, considering salary and all benefits, are substantially similar to such items set forth on Schedule 2.15 for such Retained Employee; provided, however, that health and medical benefits shall be substantially similar to such benefits provided on a general basis to Purchaser's other employees and benefits shall not include any "stay bonuses" or change of control benefits, including the severance benefits put in place during August 2002, that Seller may provide. Seller agrees to use reasonable efforts to induce each Retained Employee to accept Purchaser's offer of employment.

(b) Seller's Obligations and Liabilities.

(i) Seller shall file all tax returns with respect to its employment of any Seller employee through the Closing Date.

(ii) Seller shall pay or otherwise discharge any and all liabilities with respect to Seller's termination of employment of any Seller employee on or prior to the Closing Date, including, without limitation, all accrued and unpaid wages and accrued vacation.

(iii) Seller shall pay or otherwise discharge any liability for claims filed with respect to any employee of Seller eligible for coverage, reimbursement and/or benefits under the terms of any of Seller's Plans, provided such liability (A) accrued or became payable during the period of such employee's employment with Seller prior to the Closing Date or (B) arose out of Seller's termination of such employee's employment on or prior to the Closing Date.

(c) No Rights Conferred Upon Employees. The parties hereby acknowledge that, except as otherwise provided in Section 4.8(a), Purchaser is not under any obligation to employ any current or future employee of Seller or any Affiliate thereof. Further, Purchaser shall not be under any obligation except those, if any, created by Purchaser's offer to any Retained Employee, to continue the employment of any Retained Employees listed on Schedule 2.15 hereof after Closing and nothing in this Agreement shall confer any rights or remedies under this Agreement on any such Retained Employee.

4.9 Use After Closing. The parties acknowledge that a portion of the materials, Inventory, packaging, manuals, brochures and similar writings that are part of the Purchased Assets transferred to Purchaser have various trademark and trade name rights owned by Seller encompassed therein and that Seller will be required to use some assets related to the Products to support the customers which are parties to certain contracts which are Excluded Contracts. Accordingly:

(a) For the period beginning on the Closing Date and continuing for twenty-four (24) months thereafter, Seller hereby grants to Purchaser the non-assignable, non-sublicensable, non-exclusive right to use, sell, transfer and otherwise dispose of such Purchased Assets on and after the Closing Date without further payment for such use from Purchaser to Seller and to use the name "Clarus" and all related trademarks to label or describe the Products, and no other products of Purchaser, and on any marketing materials used to conduct the Business as presently conducted. Purchaser may not use the name "Clarus" for any other purpose without the prior written consent of Seller. If on or before the twenty-four (24) month anniversary of the Closing Date Seller decides to change its name and discontinue the use of the name "Clarus," Seller hereby agrees to give Purchaser thirty (30) days prior notice of such action and, if requested by Purchaser, hereby agrees to cooperate with Purchaser and take whatever actions are necessary, without cost to Seller, to enable Purchaser to use the name "Clarus" and/or change its legal name or that of a subsidiary to "Clarus," including transferring related trademark registrations to Purchaser for no additional consideration except for the expense of making all necessary filings. Purchaser acknowledges that prior to such transfer, if any, Seller will continue to own the mark "Clarus," and agrees that it will do nothing inconsistent with such ownership. Purchaser agrees that the nature and quality of all Products, materials, Inventory, packaging, manuals, brochures and similar writings bearing the "Clarus" mark shall conform to reasonable standards reasonably set by Seller from time to time, but not more stringent than the practices currently followed by Seller.

(b) For the period beginning on the Closing Date and continuing for the term of an Excluded Contract thereafter, Purchaser hereby grants to Seller and its employees, and its independent contractors and agents who agree to appropriate confidentiality and non-disclosure terms, an irrevocable, personal, perpetual, nontransferable, nonexclusive, worldwide, fully-paid, royalty free right and license to use and modify the Source Code to the extent required to enable Seller (directly or through independent contractors who agree to appropriate confidentiality and non-disclosure terms) to continue to support the customers that are parties to the Excluded Contracts (except for customers which are parties to Inactive Contracts as described on Schedule 2.8) (an "Excluded Contract Customer"). In the event that Seller does not continue to support Products for an Excluded Contract Customer and does not provide such Product support to an Excluded Contract Customer through an agent, Seller may release and deliver the relevant Source Code to such Excluded Contract Customer pursuant to a Source Code sublicense in the form of Exhibit "G" attached hereto. Purchaser shall retain all ownership rights, title and interest in and to the Source Code as released to Seller or delivered to an Excluded Contract Customer and to any derivative works created by Seller, Seller's agent or an Excluded Contract Customer. Seller will take appropriate steps to protect the Source Code as required under the applicable Excluded Contract.

4.10 Insurance Coverage. For thirty-six (36) months after the Closing, Seller shall cause to be maintained the current policies of insurance identified as items 2 and 5 on Schedule 2.12 maintained by Seller with respect to the Business, Purchased

Assets and Assumed Liabilities (provided that Seller may purchase a "tail" or procure policies with reputable and financially sound carriers of at least the same coverage and amount containing terms and conditions that are no less favorable) in respect of claims, acts, omissions or events occurring prior to the Closing covering all liabilities or claims arising out of the operation of the Business now covered by the policies in force and described on Schedule 2.12 and shall provide that Purchaser shall be an additional named insured to the extent claims are made against Purchaser relating to the Business as conducted by Seller. Seller shall provide Purchaser with evidence that the insurance companies providing such insurance, and any replacement insurance, have agreed not to terminate such insurance without the consent of Purchaser.

4.11 Conduct of Business Pending Closing. During the period commencing on the date hereof and continuing through the Closing Date, Seller covenants and agrees to conduct the Business as follows (except as otherwise consented to by Purchaser in writing):

(a) Qualification. Seller shall maintain all qualifications to transact business as a foreign corporation and remain in good standing in its state of incorporation and in the foreign jurisdictions in which the failure to be so qualified would have a Material Adverse Effect.

(b) Ordinary Course. Seller shall conduct the Business in, and only in, the ordinary course of business consistent with past practice and shall preserve intact the following as such relate to the Business: its current business organizations, use its reasonable efforts to keep available the services of its current officers and material employees providing services primarily to the Business including all persons identified by Purchaser as Retained Employees and substantially all other employees needed to maintain the Business at its present level, and preserve its relationships with customers, suppliers and others having business dealings with it to the end that the goodwill and going business value of the Business shall be unimpaired at the Closing Date.

(c) Organic Changes. Seller shall not (a) amend its Certificate of Incorporation or Bylaws in a manner that would have a Material Adverse Effect, (b) merge or consolidate with any other Person, (c) liquidate or dissolve, or (d) obligate itself to do any of the foregoing.

(d) Compliance with Laws. Seller shall comply promptly with all Laws applicable to it and its operations.

(e) Disposition of Assets. Seller shall not sell, transfer, license, lease or otherwise dispose of, or suffer or cause the encumbrance by any Encumbrance upon, any of the Purchased Assets, except for sales of inventory in the ordinary course of business consistent with past practice.

(f) Compensation. Seller shall not, with respect to the Retained Employees, (i) adopt or amend collective bargaining, bonus, profit-sharing,

compensation, stock option, pension, retirement, deferred compensation, employment or other plan, agreement, trust, fund or arrangement for the benefit of employees (whether or not legally binding) other than to comply with any Law or (ii) pay, or make any accrual or arrangement for payment of, any increase in compensation, bonuses or special compensation of any kind, or any severance or termination pay to, or enter into any employment or loan or loan guarantee agreement with any Retained Employee, except in accordance with its existing policies for normal length of service or promotions and except for bonuses related to Seller's compliance with Section 4.8 (a).

(g) Modification or Breach of Agreements; New Agreements. Seller shall not terminate or modify, or commit or cause or suffer to be committed any act that will result in any breach or violation of or constitute a default under (with or without notice or passage of time, or both) or otherwise give any Person a basis for nonperformance under, any Purchased Contract. Seller shall not become a party to any contract or commitment related to the Business other than in the ordinary course of business consistent with past practice or with respect to Excluded Contracts which are not identified as Inactive Contracts on Schedule 2.8. Seller shall meet all of its contractual obligations with respect to the Purchased Contracts in accordance with their respective terms.

(h) Capital Expenditures. Seller shall not enter into any contract to purchase any capital assets without treating such contract as an Excluded Liability.

(i) Discharge. Seller shall not, except in the ordinary course of business consistent with past practice, cancel any agreement or compromise or waive any right of Seller involving an amount in excess of $15,000 with respect to the Purchased Assets or the portion of the Business relating to the Purchased Assets.

4.12 Supplemental Disclosure. During the period from the date hereof through the Closing Date, Seller shall deliver to Purchaser a written statement disclosing any untrue statement in this Agreement or any Schedule hereto (or supplement thereto) or document furnished pursuant hereto, or any omission to state any material fact required to make the statements herein or therein contained complete and not misleading, promptly upon the discovery of such untrue statement or omission, accompanied or followed by a written supplement to any Schedule to this Agreement that may be affected thereby; provided, however, that the disclosure of such untrue statement or omission shall not prevent Purchaser from terminating this Agreement pursuant to Section 6.2(c) hereof at any time at or prior to the Closing in respect of any untrue or misleading statement.

4.13 Pre-Closing Access to Information and Source Code. During the period commencing on the date hereof and continuing through the Closing Date, Seller shall (a) provide to Purchaser and Purchaser's current and prospective lenders and their respective officers, directors, employees, accountants, counsel and other representatives reasonable access to all of the Business properties, books, contracts, commitments, records and personnel, (b) furnish or make available promptly to Purchaser all

information concerning the Business properties, books, contracts, commitments, records and personnel as Purchaser may reasonably request and (c) provide Purchaser with access to interview all Retained Employees. Without limiting the foregoing, Seller will, within five (5) Business Days following the date of this Agreement, deliver to Purchaser all Source Code, to permit Purchaser to examine, verify and determine the completeness and adequacy thereof. Upon receiving such Source Code, Purchaser will protect and maintain, and have its employees protect and maintain, the Source Code as the trade secrets of Seller and its licensors. In particular, and without limitation, Purchaser and its employees will not, except as otherwise permitted or specified by Seller in writing, (i) copy the Source Code (or any portion thereof) except as is required for Purchaser's review, (ii) store, use or transfer the Source Code (or any portion thereof) outside of Purchaser's primary business offices, (iii) allow outside third-parties to view or otherwise access the Source Code (or any portion thereof), (iv) store or maintain copies of the Source Code (or any portion thereof) on computer systems that are intended by Purchaser to be accessible from outside of Purchaser's computer network, (vi) store or maintain copies of the Source Code (or any portion thereof) on computer systems located outside of Purchaser's computer network, or (vi) transmit or otherwise transfer the Source Code (or any portion thereof) over an un-secured network connection (i.e., by e-mail or other Internet based network connection) without the use of commercially reasonable encryption. Seller shall provide reasonable technical support and assistance for Purchaser's efforts to use the Source Code to compile an executable version of all Software comprising each Product.

4.14 Exclusive Period. Until the earlier of (a) the Closing Date, or (b) the termination (for whatever reason) of this Agreement, Seller shall not solicit, initiate or encourage any other bids for the sale of all or any portion of the Purchased Assets without the written consent of Purchaser, other than the sale of inventory and services in the ordinary course of business consistent with past practices. Seller will notify Purchaser immediately if any person makes any proposal with respect to any of the foregoing.

4.15 Public Announcements. The parties agree to consult with each other before issuing any press release or making any public statement with respect to this Agreement or the transactions contemplated hereby and, except as may be required by applicable Law, will not issue any such press release or make any such public statement without the prior consent of the other parties hereto, which consent shall not be unreasonably withheld.

4.16 Assignment of eBridge Licenses. On the Closing Date, Seller shall assign to Purchaser all of Seller's right, title and interest in and to five prepaid eBridge connector licenses and three BizTalk licenses for no additional consideration. In connection therewith, Seller shall also pay Purchaser the amount of $11,772.00 for eBridge license fees and maintenance and support royalties.

4.17 Accounts Receivable. Purchaser agrees that is shall not unreasonably take any action, or omit to take any action, which it reasonably foresees

will impair the ability of Seller to collect the accounts receivable excluded from the Purchased Assets (but Seller acknowledges this does not require Purchaser to act against its own interests), and, at the request of Seller, shall use reasonable efforts to assist Seller in the collection of such accounts receivable.

4.18 Inactive Contracts. Seller shall not, following the Closing, sell, transfer or assign any contract identified as an "Inactive Contract" on Schedule 2.8.

ARTICLE 5

CONDITIONS OF CLOSING

5.1 Conditions to Obligations of Purchaser. The obligation of Purchaser to consummate the transactions contemplated by this Agreement is subject to the satisfaction, at or before the Closing, of the following conditions, each of which may be waived by Purchaser:

(a) Representations and Warranties; Performance of Obligations. The representations and warranties of Seller set forth in Article 2 hereof and in all agreements, documents and instruments executed and delivered pursuant hereto or in connection with the Closing shall be true and correct as of the date hereof and as of the Closing Date. Seller shall have performed the agreements in all materials respects and obligations necessary to be performed by it under this Agreement prior to the Closing Date.

(b) Certificates and Deliveries by Seller. Seller shall have delivered the following to Purchaser:

(i) a certificate dated the Closing Date, signed by Seller, certifying that the conditions specified in Section 5.1(a) have been fulfilled.

(ii) possession of all of the Purchased Assets. Such delivery shall not be complete if Purchaser has any reasonable objection to the completeness of the Source Code delivered pursuant to Section 4.13(b) or determines that despite reasonable efforts such Source Code cannot be used to compile an executable copy of the Software comprising each Product;

(iii) a Bill of Sale and Assumption Agreement, executed by Seller, in the form attached hereto as Exhibit "A" (the "Bill of Sale");

(iv) a Trademark Assignment, executed by Seller, in the form attached hereto as Exhibit "B";

(v) a Patent Assignment, executed by Seller, in the form attached hereto as Exhibit "C";

(vi) a Noncompetition Agreement, executed by Seller, in the form attached hereto as Exhibit "D" (the "Noncompetition Agreement");

(vii) an opinion of Womble, Carlyle, Sandridge & Rice, PLLC counsel to Seller, substantially in the form of Exhibit "E" attached hereto;

(viii) a Transition Services Agreement, executed by Seller, in the form attached hereto as Exhibit "F" (the "Transition Services Agreement");

(ix) other documents reasonably required to be delivered by Seller to effect the transactions contemplated hereby, in form and substance reasonably satisfactory to Purchaser and its counsel.

(c) No Injunction. No preliminary or permanent injunction or order that would prohibit or restrain the consummation of the transactions contemplated hereunder shall be in effect, and no Governmental Entity or other Person shall have commenced or threatened to commence an action or proceeding seeking to enjoin the consummation of such transactions or to impose liability on the parties hereto in connection therewith.

(d) No Material Adverse Change. There has been no material adverse change in the business, operations or condition (financial or otherwise) of the Business since June 30, 2002 except for any such changes which pertain solely to Excluded Assets.

(e) Consents and Approvals. Each of (i) Purchaser and (ii) Seller shall have received all consents and approvals required, in Purchaser's reasonable judgment, exercised in good faith, to be obtained in connection with the consummation of the transactions contemplated hereunder, including all consents required to transfer the Purchased Contracts (or in the case of customer contracts, the economic benefits thereof) to Purchaser.

(f) Insurance Coverage. Seller shall have provided Purchaser with evidence of Seller's compliance with its covenants set forth in Section 4.10 hereof.

5.2 Conditions to Obligations of Seller. The obligation of Seller to consummate the transactions contemplated by this Agreement is subject to the satisfaction, at or before the Closing, of the following conditions, each of which may be waived by Seller:

(a) Representations and Warranties; Performance of Obligations. The representations and warranties of Purchaser set forth in Article 3 hereof and in all agreements, documents and instruments executed and delivered pursuant hereto or in connection with the Closing shall be true and correct in all material respects as of the date hereof. Purchaser shall have performed in all material respects the agreements

and obligations necessary to be performed by it under this Agreement prior to the Closing Date.

(b) Certificates and Deliveries of Purchaser. Seller shall have received the following from Purchaser:

(i) a certificate dated the Closing Date, signed by an officer of Purchaser, certifying that the conditions specified in Section 5.2(a) have been fulfilled;

(ii) the Closing Date Payment;

(iii) the Transition Services Agreement executed by Purchaser;

(iv) the Bill of Sale executed by Purchaser; and

(v) other documents reasonably required to be delivered by Seller to effect the transactions contemplated hereby, in form and substance reasonably satisfactory to Purchaser and its counsel.

(c) No Injunction. No preliminary or permanent injunction or order that would prohibit or restrain the consummation of the transactions contemplated hereunder shall be in effect, and no Governmental Entity or other Person shall have commenced or threatened to commence an action or proceeding seeking to enjoin the consummation of such transactions or to impose liability on the parties hereto in connection therewith.

(d) Consents and Approvals. Each of (i) Purchaser and (ii) Seller shall have received all consents and approvals required to be obtained in connection with the consummation of the transactions contemplated hereunder.

(e) Stockholder Approval. Seller shall have obtained the approval of its Stockholders of this Agreement and the sale of the Purchased Assets and such other matters as may be necessary or desirable in connection with effectuating the transactions contemplated hereby.

ARTICLE 6

CLOSING DATE; TERMINATION

6.1 Closing Date. Subject to the satisfaction or waiver of each of the conditions set forth in Article 5, the closing for the consummation of the transactions contemplated by this Agreement (the "Closing") shall occur on a date agreed to by Seller and Purchaser at the offices of Paul, Hastings, Janofsky & Walker LLP, Atlanta, Georgia (the "Closing Date").

6.2 Termination. This Agreement may be terminated at any time prior to the Closing:

(a) by mutual written consent of Seller and Purchaser;

(b) by Purchaser, on the one hand, or by Seller, on the other hand, by written notice to the other parties hereto if the Closing shall not have been consummated on or before December 15, 2002 unless such date is extended upon mutual agreement of such parties, provided that the party terminating this Agreement under this clause (b) shall not then be in material breach of any of its obligations under this Agreement;

(c) by Purchaser if (i) there has been a material misrepresentation, breach of warranty or breach of covenant by Seller under this Agreement, or (ii) any of the conditions precedent to Closing set forth in Section 5.1 (through no fault of Purchaser) have not been met by December 15, 2002 or any extension thereof pursuant to Section 6.2(b); or

(d) by Seller (i) if there has been a material misrepresentation, breach of warranty or breach of covenant by Purchaser under this Agreement, or (ii) any of the conditions precedent to Closing set forth in Section 5.2 (through no fault of Seller) have not been met by December 15, 2002 or any extension thereof pursuant to Section 6.2(b).

6.3 Effect of Termination.

(a) If this Agreement is terminated for any reason, the provisions of Section 4.1 (confidentiality) shall remain in full force and effect, but the exclusive period set forth in Section 4.14 shall automatically terminate.

(b) If this Agreement is terminated as provided in Section 6.2(a) this Agreement shall forthwith become void (except as stated in subsection 6.3(a) (above)) and there shall be no liability or obligation hereunder on the part of any party hereto or their respective directors, officers, employees, agents or other representatives.

(c) If this Agreement is terminated as provided in Section 6.2(b), (c) or (d) hereof, such termination shall be without prejudice to any rights that the terminating party may have against any breaching party or any other Person under the terms of this Agreement or otherwise.

ARTICLE 7

INDEMNIFICATION

7.1 Indemnification by Seller

(a) Subject to the provisions of Sections 7.1(b), 7.4 and 7.5 below, Seller shall indemnify Purchaser and its Affiliates, and each of their respective shareholders, officers, directors, employees and representatives (each a "Purchaser Indemnitee") against, and hold each Purchaser Indemnitee harmless from, any and all claims, losses, damages, liabilities, payments and obligations, and all expenses, including without limitation reasonable legal fees (collectively "Losses"), incurred, suffered, sustained or required to be paid, directly or indirectly, by, or sought to be imposed upon, such Purchaser Indemnitee resulting from, related to or arising out of (i) any inaccuracy in or breach of any of the representations or warranties made by Seller in or pursuant to this Agreement or the agreements or documents delivered by Seller pursuant to Sections 5.1(b)(i), (iii), (iv), (v), (viii), and (ix); provided, however, that (ix) shall be limited to documents that are necessary to convey to Purchaser title to the Purchased Assets; (ii) any breach of any of the covenants made by Seller in or pursuant to this Agreement (including Section 5.1(b)(ii)) or the agreements or documents delivered by Seller pursuant to Section 5.1(b)(iii), (iv), (v), (viii) and (ix); provided, however, that (ix) shall be limited to documents that are necessary to convey to Purchaser title to the Purchased Assets; (iii) the Excluded Assets or Excluded Liabilities, including with respect to Taxes and bulk sales laws; and (iv) the conduct of the Business prior to the Closing Date. The lack of indemnity under this Section 7.1(a) for breaches shall not limit the remedies that may be available to Purchaser under the Noncompetition Agreement.

(b) Each Purchaser Indemnitee shall promptly give written notice to Seller of the assertion by any Person of any claim, action, suit or proceeding with respect to which Seller is obligated to provide indemnification hereunder; provided, however, that the rights of a Purchaser Indemnitee to be indemnified hereunder shall only be affected by the failure to give such notice if and to the extent such failure prejudices Seller in the defense of such third party claim. Amounts due with respect to Losses covered by this Section 7.1 shall be paid promptly after delivery of reasonably documented written notice of the amount of Losses incurred, and if Seller disputes the validity of the notice or the amounts of the Losses and such dispute is ultimately resolved wholly or partially in favor of the Purchaser Indemnitee, Seller shall promptly pay the amount found owing. Seller shall have the right, but not the obligation, to contest, defend or litigate, and to retain counsel of its choice in connection with, any claim, action, suit or proceeding by any third party alleged or asserted against a Purchaser Indemnitee that is subject to indemnification by Seller hereunder, and the cost and expense thereof shall be subject to the indemnification obligations and limitations of Seller hereunder; provided, that each Purchaser Indemnitee shall have the right and option to participate in, but not control, the defense of such action at its own expense and with its own counsel; and provided, further, that, (i) if Seller elects not to defend any such action or (ii) if a Purchaser Indemnitee shall reasonably believe that it has defenses not available to Seller

and if counsel to Purchaser shall advise in a written opinion that common representation is not appropriate, then such Purchaser Indemnitee shall be entitled, through counsel of its choice, but at Seller's expense (should indemnification be applicable), to participate in the defense of such action. Neither Seller, on the one hand, nor any Purchaser Indemnitee, on the other hand, shall be entitled to settle or compromise any such claim, action, suit or proceeding without the prior written consent of the other party, which consent shall not be unreasonably withheld.

7.2 Indemnification by Purchaser.

(a) Subject to the provisions of Sections 7.2(b) and 7.4 below, Purchaser shall indemnify Seller and its Affiliates and each of their respective stockholders, officers, directors, employees and representatives (each a "Seller Indemnitee") against, and hold each Seller Indemnitee harmless from, any and all Losses incurred, suffered, sustained or required to be paid, directly or indirectly, by, or sought to be imposed upon, such Seller Indemnitee resulting from, related to or arising out of (i) any inaccuracy in or breach of any of the representations, warranties or covenants made by Purchaser in or pursuant to this Agreement or in any agreement, document or instrument executed and delivered pursuant to Section 5.2(b)(iii) or (iv), (ii) the Assumed Liabilities and (iii) the conduct of the Business as conducted by Purchaser after the Closing Date, unless such Losses result from, relate to or arise out of any inaccuracy in or breach of any of the representations, warranties or covenants made by Seller in or pursuant to this Agreement or in any agreement, document or instrument executed and delivered pursuant hereto or in connection with the Closing of the transactions contemplated hereunder.

(b) Each Seller Indemnitee shall promptly give written notice to Purchaser of the assertion by any Person of any claim, action, suit or proceeding with respect to which Purchaser is obligated to provide indemnification hereunder; provided, however, that the rights of a Seller Indemnitee to be indemnified hereunder shall only be affected by the failure to give such notice if and to the extent such failure prejudices Purchaser in the defense of such third party claim. Amounts due with respect to Losses covered by this Section 7.2 shall be paid promptly after delivery of reasonably documented written notice of the amount of Losses incurred, and if Purchaser disputes the validity of the notice or the amounts of the Losses and such dispute is ultimately resolved wholly or partially in favor of the Seller Indemnitee, Purchaser shall promptly pay all amounts due. Purchaser shall have the right, but not the obligation, to contest, defend or litigate, and to retain counsel of its choice in connection with, any claim, action, suit or proceeding by any third party alleged or asserted against a Seller Indemnitee that is subject to indemnification by Purchaser hereunder, and the cost and expense thereof shall be subject to the indemnification obligations and limitations of Purchaser hereunder; provided, that each Seller Indemnitee shall have the right and option to participate in, but not control, the defense of such action at its own expense and with its own counsel; and provided, further, that (i) if Purchaser elects not to defend any such action or (ii) if a Seller Indemnitee shall reasonably believe that it has defenses not available to Purchaser and if counsel to Seller shall in a written opinion advise that

common representation is not appropriate, then such Seller Indemnitee shall be entitled, through counsel of its choice, but at Purchaser's expense (should indemnification be applicable), to participate in the defense of such action. Neither any Seller Indemnitee nor Purchaser shall be entitled to settle or compromise any such claim, action, suit or proceeding without the prior written consent of the other party, which consent shall not be unreasonably withheld.

7.3 Indemnity for Taxes, Environmental Matters.

(a) Notwithstanding any limitations of or exceptions stated within Article 2 or in the other provisions of this Article 7, Seller shall indemnify Purchaser Indemnitees from and against any Losses for Taxes based upon or arising out of matters occurring prior to the Closing (even if disclosed). Purchaser shall indemnify Seller from and against all Tax liability related to the Business as conducted by Purchaser based upon or arising from matters following the Closing.

(b) Notwithstanding any limitations of or exceptions stated within Article 2 or in the other provisions of this Article 7, Seller shall indemnify Purchaser Indemnitees from and against any Losses arising under any Environmental Laws based upon or arising out of acts, omissions, events or conditions which occurred or existed prior to the Closing (even if disclosed). Purchaser shall indemnify Seller from and against all Losses arising under any Environmental Law based upon or arising out of acts, omissions, events or conditions relating to the Business as conducted by Purchaser which first occur following the Closing.

7.4 Survival of Representations, Warranties and Covenants; Reliance.

(a) All representations and warranties contained herein or made pursuant hereto shall survive the Closing hereunder until the date that is twenty four (24) months after the Closing Date, except that the representations and warranties in Section 2.16 (Environmental Laws) and 2.17 (Taxes) shall survive the Closing until the expiration of all applicable statutes of limitations. The expiration of any representation and warranty shall not affect any claim for indemnification made prior to the date of such expiration.

(b) The representations and warranties made by any party in this Agreement or in any agreement, certificate, schedule or exhibit delivered in connection with this Agreement may be fully and completely relied upon by each other party without regard to any investigation made by or on behalf of such other party.

(c) The covenants of the parties in Sections 4.1, 4.3, 4.4, 4.7, 4.9, 4.10, 4.17 and 4.18 shall survive the Closing.

7.5 Limitations on Indemnification.

(a) Except as set forth in Section 7.5(b), Seller's indemnification obligations in Sections 7.1(a)(i) or (ii) shall not exceed an aggregate amount equal to the Purchase Price (the "Cap Amount").

(b) Seller's aggregate indemnification obligations under Sections 7.1(a)(i) and (ii), to the extent such obligations arise from a breach of any of the representations and warranties contained in Section 2.7(a) (Title), Section 2.13 (Intellectual Property) or Section 4.6 (Bulk Sales) shall not, when added to any amounts paid to satisfy indemnification obligations with respect to any other representations and warranties, exceed an aggregate amount equal to three (3) times the Cap Amount. In any event, the aggregate indemnification obligation of Seller under Sections 7.1(a)(i) and (ii) shall not exceed three (3) times the Cap Amount, and the limitation set forth in this Section 7.5(b) shall be inclusive of the limitation set forth in Section 7.5(a), and not in addition to such limitation.

(c) Notwithstanding the provisions of this Article 7, Seller shall not have any indemnification obligation under this Agreement for any (except Section 7.3) indemnification claims under Sections 7.1(a)(i) and (ii) unless and until the aggregate amount of the Losses of the Purchaser Indemnitee exceeds $25,000 in the aggregate, whereupon Seller shall be liable to indemnify the Purchaser Indemnitee only to the extent that such Losses exceed $25,000.

(d) The amount payable by a Seller Indemnitee or Purchaser Indemnitee with respect to a Loss shall be reduced by the amount of any insurance proceeds received by the Purchaser Indemnitee or Seller Indemnitee as applicable with respect to the Loss, and each of the Purchaser Indemnitees and Seller Indemnitees hereby agrees to use reasonable efforts to collect any and all insurance proceeds to which either may be entitled in respect of any Loss or to permit Seller or Purchaser to do so if permitted under the applicable insurance policy.

ARTICLE 8

MISCELLANEOUS

8.1 Further Actions. From time to time, as and when requested by any party hereto, each other party shall execute and deliver, or cause to be executed and delivered, such documents and instruments and shall take, or cause to be taken, such further or other actions as the requesting party may reasonably deem necessary or desirable to carry out the intent and purposes of this Agreement, to transfer, assign and deliver the Purchased Assets to Purchaser and its successors and assigns effective as of the Closing (or to evidence the foregoing) and to consummate and give effect to the other transactions, covenants and agreements contemplated hereby.

8.2 Expenses. Except as otherwise specifically provided herein, Seller and Purchaser shall each bear their own legal fees and other costs and expenses with respect to the negotiation, execution and delivery of this Agreement and the consummation of the transactions contemplated hereunder.

8.3 Entire Agreement. This Agreement, which includes the Appendix, the Schedules and the Exhibits hereto, and the other documents, agreements and instruments executed and delivered pursuant to this Agreement, contain the entire agreement between the parties hereto with respect to the transactions contemplated by this Agreement and supersede all prior arrangements, understandings, agreements, proposals, and related materials with respect thereto, whether written or oral, including, without limitation, the letter of intent among the parties hereto dated August 12, 2002, as amended September 16, 2002.

8.4 Descriptive Headings. The descriptive headings of this Agreement are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

8.5 Notices. All notices or other communications which are required or permitted hereunder shall be in writing and shall be sufficiently given if (a) delivered personally, (b) sent by registered or certified mail, postage prepaid, (c) sent by overnight courier with a nationally recognized courier or (d) sent via facsimile confirmed in writing in any of the foregoing manners, as follows:

If to Seller: Clarus Corporation
3970 Johns Creek Court
Suwanee, Georgia 30024
Attention: Chief Executive Officer
Facsimile: 770-291-8584

with a copy to: Womble Carlyle Sandridge & Rice, PLLC
1201 West Peachtree Street, Suite 3500
Atlanta, Georgia 30309
Attention: Sharon L. McBrayer
Facsimile: 404-870-4825

If to Purchaser: Epicor Software Corporation
195 Technology Drive
Irvine, CA 92618
Attention: General Counsel
Facsimile: 949-585-4447

with a copy to: Paul, Hastings, Janofsky & Walker LLP
695 Town Center Drive, 17th Floor
Costa Mesa, CA 92626-1924
Attention: Peter J. Tennyson
Facsimile: 714 979-1921

If sent by mail, notice shall be considered delivered five (5) Business Days after the date of mailing, and if sent by any other means set forth above, notice shall be considered delivered upon receipt thereof. Any party may by notice to the other parties change the address to which notice or other communications to it are to be delivered or mailed.

8.6 Governing Law; Resolution in New York Location. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia (other than the choice of law principles thereof). Any dispute arising under this Agreement (but excluding the Non-Competition Agreement or the Escrow Agreement) shall be resolved in the courts of the State of New York.

8.7 Assignability. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. This Agreement shall not be assignable by any party without the written consent of the other parties and any such purported assignment by any party without such consent shall be void, except that Purchaser may assign to any bank, insurance company or other financial institution providing financing or extending credit to Purchaser any or all of its rights to assert claims against Seller in respect of any inaccuracy in or breach of representations, warranties or covenants under this Agreement.

8.8 Waivers and Amendments. Any amendment or supplementation of this Agreement shall be effective only if in writing signed by each of the parties hereto. Any waiver of any term or condition of this Agreement shall be effective only if in writing signed by the party giving the waiver. A waiver of any breach or failure to enforce any of the terms or conditions of this Agreement shall not in any way affect, limit or waive a party's rights hereunder at any time to enforce strict compliance thereafter with every term or condition of this Agreement, except to the extent such future rights are specifically included within the scope of such written waiver.

8.9 Third Party Rights. Notwithstanding any other provision of this Agreement, and except as expressly provided in Section 7.1 or 7.2 hereof or as permitted pursuant to Section 8.7 hereof, this Agreement shall not create benefits on behalf of any shareholder or employee of Purchaser or Seller, or any other Person (including without limitation any broker or finder), and this Agreement shall be effective only as between the parties hereto, their successors and permitted assigns.

8.10 Public Announcements. Purchaser and Seller will consult with each other before issuing any press release or otherwise making any public statements with respect to the transactions contemplated by this Agreement, and neither Purchaser

nor Seller shall issue any such press release or make any such public statement without the prior approval of the other parties both as to the making of such release or statement and as to the form and content thereof, except to the extent that such party is advised by counsel, in good faith, that such release or statement is required as a matter of law.

8.11 Severability. If any term or provision of this Agreement or the application thereof to any circumstance shall, in any jurisdiction, be invalid or unenforceable, such term or provision shall be ineffective as to such jurisdiction to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable such term or provision in any other jurisdiction, the remaining terms and provisions of this Agreement or the application of such terms and provisions to circumstances other than those as to which it is held invalid or enforceable.

8.12 Interpretation. Whenever required by the context, the singular shall include the plural, the plural shall include the singular, and the masculine gender shall include the neuter and feminine genders and vice versa. All parties to this Agreement have negotiated it at length, and have had the opportunity to consult with and be represented by their own competent counsel. This Agreement is therefore deemed to have been jointly prepared by the parties, and any uncertainty or ambiguity existing in it shall not be interpreted against any party, but rather shall be interpreted according to the rules generally governing the interpretation of contracts.

8.13 Counterparts. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. The parties hereto agree that for this purpose, facsimile signatures shall be acceptable as originals.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement as of the date first above written.

"Purchaser"

EPICOR SOFTWARE CORPORATION

By: _____
Its: _____

"Seller"

CLARUS CORPORATION

By: _____
Its: _____

APPENDIX A

DEFINITIONS

Capitalized terms in this Agreement shall have the meanings ascribed to them in this Appendix A unless such terms are defined elsewhere in this Agreement:

Affiliate: With respect to any specified Person, any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For the purposes of this definition, "control" means the power to direct the management and policies of another Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

Business Day: Any day that is not a Saturday, Sunday or a day on which commercial banks in California are required or permitted by law to be closed.

Encumbrance: Any lien, mortgage, pledge, security interest, charge or encumbrance of any kind, whether voluntary or involuntary (including any conditional sale or other title retention agreement, any lease in the nature thereof, and any agreement to give any security interest) and, with respect to capital stock, any option or other right to purchase or any restriction on voting or other rights.

Escrow Agent: The Escrow Agent under the Escrow Agreement.

Escrow Agreement: That certain Escrow Agreement between the parties and the Escrow Agent as contemplated by Section 1.2(b) of this Agreement, in the form attached hereto as Exhibit "H".

GAAP: Generally accepted accounting principles consistently applied.

Governmental Entity: Any nation or any state, commonwealth, territory, possession or tribe and any political subdivision, courts, departments, commissions, boards, bureaus, agencies or other instrumentalities of any of the foregoing.

Intellectual Property: Collectively, all worldwide industrial and intellectual property rights, including, without limitation, patents, patent applications, patent rights, trademarks, trademark registrations and applications therefor, trade dress rights, trade names, service marks, service mark registrations and applications therefor, Internet domain names, Internet and World Wide Web URLs or addresses, copyrights, copyright registrations and applications therefor, mask work rights, mask work registrations and applications therefor, franchises, licenses, inventions, trade secrets, know-how, customer lists, supplier lists, proprietary processes and formulae, software source code and object code, algorithms, net lists, architectures, structures, screen displays, photographs, images, layouts, inventions, development tools, designs, blueprints, specifications, technical drawings (or similar information in electronic format)

and all documentation and media constituting, describing or relating to the foregoing, including, without limitation, manuals, programmers' notes, memoranda and records.

Laws: Collectively, all laws, statutes, orders, rules and regulations promulgated by any Governmental Entity, other than the laws and regulations of any counties, towns or municipalities, the violation of which would not have a Material Adverse Effect on the Business or the Purchased Assets.

Material Adverse Effect: A material adverse effect on the business, operations, or condition (financial or otherwise) of the Business.

Other Definitions: The following terms have the meanings ascribed to them in the Sections noted:

	Section
Accounts Receivable	1.1(a)(viii)
Agreement	Preamble
Allocations	1.3
Assumed Liabilities	1.1(c)
Authorizations	1.1(a)(v)
Bill of Sale	5.1(b)(iii)
Business	Recitals
Closing	6.1
Closing Date	6.1
Disclosed Licenses	2.7
Environmental Law	2.16(b)
ERISA Plans	2.14(a)
Excluded Assets	1.1(b)
Excluded Contracts	1.1(b)
Excluded Liabilities	1.1(d)
Financial Statements	2.4(a)
Furniture & Equipment	1.1(a)(vii)
Hazardous Material(s)	2.16(c)
Holdback Amount	1.2(b)
IP Rights	2.13(a)
Inventory	1.1(a)(ix)

Losses	7.1(a)
Plans	2.14(a)
Products	Recital A
Purchase Price	1.2(a)
Purchased Assets	1.1(a)
Purchased Contracts	1.1(a)(iii)
Purchaser	Preamble
Purchaser Indemnitee	7.1(a)
Release	2.16(d)
Retained Employees	2.15
Seller	Preamble
Seller Indemnitee	7.2(a)
Software	2.13(j)
Transition Services Agreement	5.1(b)(ix)
Visa Employees	2.15(h)

Person: An individual, corporation, partnership, joint venture, trust or unincorporated organization or association or other form of business enterprise or a Governmental Entity.

Source Code means a series of instructions or statements in a high level computer programming or scripting language such as C++, PASCAL, HTML or Visual BASIC that are (i) readable and understandable by humans trained in the applicable computer language and (ii) able to be transformed by an interpreter or compiler into machine-readable, executable code for actual use on a computer system which relates to the Products (other than View (for eProcurement)) which are Purchased Assets.

Subsidiary: Any entity in which Seller owns more than 50% of the ownership or existing interest.

Tax: Any and all license and registration fees, taxes (including, without limitation, income, minimum or alternative minimum tax, gross receipts, ad valorem, value added, environmental tax, turnover, sales, use, personal property (tangible and intangible), stamp, leasing, lease, user, leasing use, excise, payroll, franchise, transfer, fuel, excess profits, occupational, interest equalization and other taxes), levies, imposts, duties, charges or withholdings of any nature whatsoever, imposed by any Governmental Entity, together with any and all penalties, fines, additions to tax and interest thereon, whether or not such Tax shall be existing or hereafter adopted.

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Exhibit 2.2

EXHIBIT A

BILL OF SALE AND ASSUMPTION AGREEMENT

This Bill of Sale and Assumption Agreement (this "Bill of Sale") is entered into as of October , 2002 by and between Epicor Software Corporation, a Delaware corporation ("Purchaser"), and Clarus Corporation, a Delaware corporation ("Seller"). **[ADD SUBSIDIARIES]**

1. Definitions. Unless specifically designated otherwise, capitalized terms used in this Bill of Sale shall have the meanings given them in that certain Asset Purchase Agreement between Seller and Purchaser dated October , 2002 (the "Asset Purchase Agreement"). The terms of the Asset Purchase Agreement are incorporated herein by this reference.

2. Sale of Assets. Subject to the terms, conditions and limitations set forth in the Asset Purchase Agreement, Seller, as of the Closing Date, for valuable consideration, the receipt of which is hereby acknowledged, hereby sells, assigns, grants and conveys all of Seller's right, title and interest in and to all of the Purchased Assets, excluding the Excluded Assets, to Purchaser, its successors and assigns, to its and their own use and benefit, forever.

3. Assumption. Subject to the terms, conditions and limitations set forth in the Asset Purchase Agreement, Seller hereby assigns the Assumed Liabilities to Purchaser, and Purchaser hereby accepts such assignment and assumes and agrees to observe and perform all of the duties, obligations, terms, provisions and covenants of, and to pay and discharge all of, the Assumed Liabilities.

4. Miscellaneous.

(a) Seller and Purchaser hereby agree that they will, from time to time, execute and deliver such further instruments of conveyance and transfer as may be reasonably required to implement and effect (i) the sale of the Purchased Assets pursuant to the Asset Purchase Agreement, and (ii) the assumption of the Assumed Liabilities pursuant to the Asset Purchase Agreement.

(b) This Bill of Sale has been executed to implement the Asset Purchase Agreement and nothing contained herein shall be deemed or construed to impair or alter any of the provisions of the Asset Purchase Agreement.

(c) This Bill of Sale is executed and delivered in, and shall be construed and enforced in accordance with the laws of the State of Georgia, without reference to conflict of law provisions, and shall be binding upon and shall inure to the benefit of the respective successors and assigns of the parties to this Bill of Sale.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Bill of Sale on the date first above written.

"PURCHASER"

EPICOR SOFTWARE CORPORATION

By: _____
Name:
Title:

"SELLER"

CLARUS CORPORATION

By: _____
Name:
Title:

[ADD SUBSIDIARIES]

EXHIBIT B

TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is made as of October ___, 2002, by Clarus Corporation, a Delaware corporation (Assignor"), in favor of Epicor Software Corporation, a Delaware corporation ("Assignee").

RECITALS

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in, to and under the United States trademark registration and application listed in Appendix A attached hereto, including any common law trademark rights therefor (the "Marks"); and

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement dated October ___, 2002 (the "Agreement"), under which Assignor agreed to assign to Assignee all of Assignor's right, title and interest in and to the Marks, together with the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, Assignor's entire right, title and interest in and to the Marks, together with the goodwill of the Marks, for the United States and for all foreign countries, including any renewals or extensions thereof that are or may be secured under the laws of the United States or foreign countries now or hereafter in effect and including the subject matter of all claims which may be obtained therefrom for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all income, royalties or payments due or payable as of the effective date of this Assignment or thereafter, including all claims for damages by reason of past, present or future infringement or other unauthorized use, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

This Assignment is deemed to be executed and delivered within the State of Georgia, and it is the intention of the parties that it shall be construed, interpreted and applied in accordance with the laws of the State of Georgia without regard to its conflicts of law principles.

[SIGNATURES ON FOLLOWING PAGE]

(SIGNATURE PAGE TO TRADEMARK ASSIGNMENT)

IN WITNESS WHEREOF, Assignor has duly executed this Assignment on this ____ day of October, 2002.

CLARUS CORPORATION

By: _____
Name:
Title:

STATE OF _____)
) SS.:
COUNTY OF _____)

On _____ before me, _____, Notary Public in and for said State, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____
SIGNATURE OF NOTARY PUBLIC

APPENDIX A

MARKS

Mark	Country/ Location	Registration Number	Registration Date	Application Number	Application Date

EXHIBIT C

PATENT ASSIGNMENT

WHEREAS, Clarus Corporation, a Delaware corporation, with an address at _____ ("Assignor"), or Redeo Technologies, Inc., a Delaware corporation, owns all right, title and interest in and to the patents and/or patent applications identified in Exhibit A attached hereto, including the inventions described therein and the patents issued and reissued thereon (collectively, the "Patents"), the renewals therefor and all claims for past or future infringement thereof.

WHEREAS, Epicor Software Corporation, a Delaware corporation with an address at _____ ("Assignee"), and Assignor have entered into an Asset Purchase Agreement (the "Agreement") dated October __, 2002, under which Assignor agreed to sell and Assignee agreed to purchase certain assets of Assignor, including the aforesaid Patents, and the applications and renewals therefor and all claims for past or future infringement thereof.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, convey and transfer unto Assignee, its successors and assigns, free and clear of any and all liens, restrictions, claims and encumbrances, Assignor's entire right, title, and interest in and to the Patents and divisions, continuations or continuations-in-part thereof, together with all rights of registration, maintenance, and protection thereof in any form, all rights to income, royalties, damages and payments now due or hereafter due or payable in respect thereto, and all rights of recovery and of legal action for past or future infringements and of interference proceedings and reexaminations involving such Patents.

This Assignment is deemed to be executed and delivered within the State of Georgia, and it is the intention of the parties that it shall be construed, interpreted and applied in accordance with the laws of the State of Georgia without regard to its conflicts of law principles.

[SIGNATURES ON FOLLOWING PAGE]

(SIGNATURE PAGE TO PATENT ASSIGNMENT)

IN WITNESS WHEREOF, Assignor has duly executed this Assignment on this __ day of October, 2002.

CLARUS CORPORATION

By: _____
Name:
Title:

REDEO TECHNOLOGIES, INC.

By: _____
Name:
Title:

State of)
) ss.:
County of)

On this __ day of _____, 2002, before me, _____, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public _____

My Commission expires: _____

Notarial Seal

EXHIBIT A

PATENTS

Filed	Application Number	Country	Patent No. (P) or Serial No. (S)	Date	Name of Inventor	Title of Invention

PATENT APPLICATIONS

Filed	Application Number	Country	Patent No. (P) or Serial No. (S)	Date	Name of Inventor	Title of Invention

Exhibit 2.5

EXHIBIT D

NONCOMPETITION AGREEMENT

THIS NONCOMPETITION AGREEMENT (this "Agreement") is made and entered into as of , 2002, by and among EPICOR SOFTWARE CORPORATION, a Delaware corporation ("Company") and CLARUS CORPORATION, a Delaware corporation ("Covenantor"). Capitalized terms used in this Agreement are used as defined in the Purchase Agreement described below unless specifically defined otherwise herein.

RECITALS

WHEREAS, Covenantor and Company have entered into an Asset Purchase Agreement dated October , 2002 (the "Purchase Agreement"), whereby Covenantor has agreed to sell, and Company has agreed to purchase the Purchased Assets, including goodwill related to the Business;

WHEREAS, as a condition to, and in accordance with, the closing of the Purchase Agreement, Company and Covenantor shall enter into this Agreement; and

WHEREAS, the parties hereto agree that it would be detrimental to Company if Covenantor, directly or indirectly, were to engage in the business substantially similar to that of the Business, particularly while Covenantor is in possession of confidential, secret or proprietary information about the Business.

NOW, THEREFORE, in consideration of the above recitals and of the consummation of the transactions contemplated in the Purchase Agreement and the terms, conditions and covenants set forth below, the parties hereto, intending to be legally bound, agree as follows:

1. Noncompetition.

Except as otherwise explicitly permitted by this Agreement, from the date hereof and continuing for a period of five years thereafter (the "Noncompete Term"), Covenantor will not, either directly or indirectly, and will not permit any Covered Entity to, or Assist any third party to, either directly or indirectly, engage or participate in any business or enterprise that competes with the Business transferred to Company by Covenantor in the Territory. The parties acknowledge that Covenantor or a Covered Entity may continue to market, sell, develop or support the Excluded Assets without violating this Section 1, Section 3 or Section 4 herein. Activities which would otherwise violate this Agreement which are engaged in by a person which becomes an Affiliate through a merger, purchase or similar transaction shall not be deemed to violate this Agreement if such activities were carried on prior to the transaction which created the Affiliate relationship and if no information is shared in a manner which would constitute Assisting in a competitive activity.

2. Definitions

(a) "Assist" shall mean (a) to provide information about Products, markets, customers for, costs, pricing or functionality of the Products or about any products directly competing with the products, or providing funds to a person if a significant business activity of that person is development, marketing or supporting of Internet-based, business-to-business, e-commerce solutions which compete with the Products, but (b) shall not include passive ownership of less than 20% of another company, or ownership of less than 20% in Silver Oak Partners, provided no information described in clause (a) above is shared.

(b) A "Covered Entity" means every Affiliate of Covenantor. The agreements of Covenantor contained herein specifically apply to each entity which is presently a Covered Entity or which becomes a Covered Entity subsequent to the date of this Agreement. Notwithstanding the foregoing, nothing contained in this Agreement prohibits Covenantor or any Affiliate of Covenantor from owning less than five percent of any class of voting securities registered under the Securities Exchange Act of 1934, as amended, of any issuer.

(c) "Affiliate" means, with respect to any party, any corporation, company, partnership, joint venture, firm and/or other entity which controls, is controlled by or is under common control with such party. "Control" means (i) in the case of corporate entities, direct or indirect ownership of at least fifty percent of the stock or participating assets entitled to vote for the election of directors; and (ii) in the case of non-corporate entities (such as limited liability companies, partnerships or limited partnerships), either (A) direct or indirect ownership of at least fifty percent of the equity interest, or (B) the power to direct the management and policies of the noncorporate entity.

(d) "Territory" means the entire world. Covenantor acknowledges that Company is and has been conducting the Business throughout the entire Territory. Covenantor agrees and acknowledges that Company has a valid and legitimate business interest in protecting its Business in the Territory from any activity prohibited by this Agreement.

3. Confidential and Proprietary Information.

(a) Covenantor agrees that Covenantor will not, either directly or indirectly, and Covenantor will not permit any Covered Entity to, either directly or indirectly, divulge to any person or use any of the Confidential and Proprietary Information.

(b) "Confidential and Proprietary Information" means all information and any idea in whatever form, tangible or intangible, pertaining in any manner to the Business or the business of Company or any Affiliate of Company, or to their respective clients, consultants, or business associates, unless the information is or becomes publicly known through lawful means (other than disclosure by Covenantor in violation of this Agreement or the Purchase Agreement).

4. No Solicitation.

From the date hereof and continuing for a period of five years thereafter Covenantor will not, either directly or indirectly and will not permit any Covered Entity to, or assist any third party to, either directly or indirectly, (a) (i) attempt in any manner to persuade

any customer or vendor of Company or its Affiliates to cease to do business or to reduce the amount of business which any customer or vendor of Company or its Affiliates has customarily done or contemplates doing with Company or its Affiliates, or (ii) solicit the business of any customer or vendor of Company or its Affiliates if such solicitation could cause a reduction in the amount of business Company or its Affiliates does with such customer or vendor; or (b) hire, solicit, take away, or attempt to hire, solicit or take away (either on Covenantor's behalf or on behalf of any other person or entity) any person (i) who is then an employee of Company or any of Company's Affiliates; or (ii) who has terminated his or her employment with Company or any of Company's Affiliates within the previous ninety days.

5. Enforcement.

Covenantor acknowledges that Covenantor's expertise in the Business is of a special and unique character which gives this expertise a particular value, and that a breach of this Agreement by Covenantor or any Covered Entity will cause serious and potentially irreparable harm to Company and each of its Affiliates. Covenantor therefore acknowledges that a breach of this Agreement by Covenantor or any Covered Entity cannot be adequately compensated in an action for damages at law, and equitable relief would be necessary to protect Company and each of its Affiliates from a violation of this Agreement and from the harm which this Agreement is intended to prevent. By reason thereof, Covenantor acknowledges on behalf of Covenantor and each Covered Entity that Company and each of its Affiliates are entitled, in addition to any other remedies they may have under this Agreement or otherwise, to preliminary and permanent injunctive and other equitable relief to prevent or curtail any breach of this Agreement without any requirement to post bond. Covenantor acknowledges, however, that no specification in this Agreement of a specific legal or equitable remedy may be construed as a waiver of or prohibition against pursuing other legal or equitable remedies in the event of a breach of this Agreement by Covenantor or any Covered Entity.

6. Non-disparagement.

The parties agree not to publish or communicate disparaging or derogatory statements or opinions about the other party, including, but not limited to, disparaging or derogatory statements or opinions about the parties' management, products or services, to any third party. It shall not be a breach of this Section 6 for either party to testify truthfully in any judicial or administrative proceeding or to make statements or allegations in legal filings that are based on such party's reasonable belief and are not made in bad faith. The parties agree that in the event one of the parties fails to comply with this Section 6, then the other party shall have no adequate remedy at law and shall then be entitled to enforce this Section 6 by seeking an injunction and/or such other relief as may be just and proper. The covenants in this Section 6 shall survive the term of this Agreement and shall remain in full force and effect thereafter.

7. Survival.

All recitals, covenants, commitments and agreements of any of the parties made in this Agreement survive the execution and delivery of this Agreement and the closing of the transactions contemplated by the Purchase Agreement.

8. Binding Effect; Successors and Assigns.

The terms and provisions set forth in this Agreement inure to the benefit of and are enforceable by Company and its successors, assigns and successors-in-interest, including without limitation any corporation or other entity with which Company may be merged or by which it may be acquired, or which may be the acquiring entity in an asset sale transaction or other form of reorganization. This Agreement may not be assigned by Covenantor.

9. Severability.

In the event that any provision or term of this Agreement, or any word, phrase, clause, sentence or other portion thereof (including, without limitation, the geographic and temporal restrictions and provisions contained in this Agreement) is held to be unenforceable or invalid for any reason, such provision or portion thereof will be modified or deleted in such a manner as to make this Agreement, as modified, legal and enforceable to the fullest extent permitted under applicable laws.

10. Choice of Law.

This Agreement shall in all respects be construed in accordance with and governed by the internal, substantive laws of the State of California.

11. Notices.

All notices or other communications which are required or permitted hereunder shall be in writing and shall be sufficiently given if (a) delivered personally, (b) sent by registered or certified mail, postage prepaid, (c) sent by overnight courier with a nationally recognized courier or (d) sent via facsimile confirmed in writing in any of the foregoing manners, as follows:

If to Seller: Clarus Corporation
3970 Johns Creek Court
Suwanee, Georgia 30024
Attention: Chief Executive Officer
Facsimile: 770-291-8584

with a copy to: Womble Carlyle Sandridge & Rice, PLLC
1201 West Peachtree Street, Suite 3500
Atlanta, Georgia 30309
Attention: Sharon L. McBrayer
Facsimile: 404-870-4825

If to Purchaser: Epicor Software Corporation
195 Technology Drive
Irvine, CA 92618
Attention: General Counsel
Facsimile: 949-585-4447

with a copy to:

Paul, Hastings, Janofsky & Walker LLP
695 Town Center Drive, 17th Floor
Costa Mesa, CA 92626-1924
Attention: Peter J. Tennyson
Facsimile: 714-979-1921

If sent by mail, notice shall be considered delivered five (5) Business Days after the date of mailing, and if sent by any other means set forth above, notice shall be considered delivered upon receipt thereof. Any party may by notice to the other parties change the address to which notice or other communications to it are to be delivered or mailed.

12. Miscellaneous Terms.

(a) The headings contained in this Agreement are for reference purposes only, are not necessarily descriptive of the paragraphs to which they relate and shall not affect the meaning or interpretation of this Agreement.

(b) No change, modification, addition or amendment to this Agreement will be valid unless in writing and signed by the party against which enforcement of such change, modification, addition or amendment is sought.

(c) The parties agree to cooperate in good faith to accomplish the objectives of this Agreement and, to that end, agree to execute and/or deliver from time to time such other and further instructions and documents and to take such other actions as may be necessary or convenient to fulfillment of these purposes.

(d) No waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, will be deemed to be, or may be construed as, a further or continuing waiver of any such term, provision or condition.

(e) This Agreement constitutes the entire agreement between the parties hereto with respect to the subject hereof, and fully supersedes any prior agreements or understandings with respect thereto. The parties hereto acknowledge that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding on either party with respect to the subject hereof.

(f) This Agreement may be executed in two or more counterparts, including electronically transmitted counterparts, each of which shall be deemed an original and all of which shall be considered one and the same instrument.

(g) In the event of any dispute between the parties hereto in connection with this Agreement, the prevailing party shall be entitled to recover from the losing party all of its costs and expenses including, without limitation, reasonable attorneys' fees and expenses.

[Signature Page Follows]

[SIGNATURE PAGE TO NONCOMPETITION AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date first above written.

EPICOR SOFTWARE CORPORATION

By: _____

Its: _____

CLARUS CORPORATION

By: _____

Its: _____

Exhibit 2.6

Exhibit E

Form of Opinion Letter

[WCSR LETTERHEAD]

_____, 2002

Epicor Software Corporation
195 Technology Drive
Irvine, California 92618

Re: Asset Purchase Agreement dated October , 2002 by and between Epicor Software Corporation and Clarus Corporation

Ladies and Gentlemen:

We have acted as counsel to Clarus Corporation, a Delaware corporation ("Seller"), in connection with the sale of substantially all of the assets of Seller to Epicor Software Corporation, a Delaware corporation ("Buyer"), pursuant to that certain Asset Purchase Agreement dated as of October , 2002 by and between Seller and Buyer (the "Asset Purchase Agreement") and the transactions provided for therein. This opinion is delivered to you pursuant to Section [5.1(b)(viii)] of the Asset Purchase Agreement. Capitalized terms used and not otherwise defined in this opinion have the meanings given to them in the Asset Purchase Agreement.

In rendering our opinions expressed herein, we have reviewed: (a) Seller's Certificate of Incorporation and Bylaws, each as amended to date; (b) that certain Bill of Sale and Assignment from Seller to Buyer (the "Bill of Sale"); (c) that certain Patent Assignment from Seller to Buyer (the "Patent Assignment"); (d) that certain Trademark Assignment from Seller to Buyer (the "Trademark Assignment"); (e) that certain Escrow Agreement among Buyer, Seller and Branch Banking & Trust Company (the "Escrow Agreement"); (f) that certain Noncompetition Agreement between Buyer and Seller (the "Noncompetition Agreement"); (g) that certain Transition Services Agreement between Buyer and Seller (together with the Asset Purchase Agreement, the Bill of Sale, the Patent Assignment, the Trademark Assignment, the Escrow Agreement and the Noncompetition Agreement, the "Transaction Documents") and have

examined the originals, or copies certified or otherwise identified to our satisfaction, of corporate records of Seller, including minute books of Seller as furnished to us by Seller, certificates of public officials and of representatives of Seller, 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 Seller with respect to the accuracy of the factual matters contained in such certificates.

In connection with such review, we have assumed with your permission (a) that the Transaction Documents and all other documents on which this opinion is based have been properly authorized, executed and delivered by the parties thereto other than Seller; (b) that the Transaction Documents constitute the enforceable obligations of all the parties thereto other than Seller; (c) the genuineness of all signatures and the legal competence of all signatories; (d) 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 (e) the proper issuance and accuracy of certificates of public officials and officers and agents of Seller.

Whenever any opinion below as to the existence or absence of facts is qualified by the phrase "to our knowledge," such phrase indicates only that the lawyers of this firm substantively involved in the representation of Seller in this transaction have no actual knowledge of the existence or absence of such facts. Except to the extent expressly stated herein, we have not undertaken any independent investigation to determine the existence or absence of any such facts, and no inference as to our knowledge of the existence or absence of such facts should be drawn from the fact of our representation of Seller.

This opinion is limited to the laws of the State of Georgia, excluding local laws of the State of Georgia (*i.e.*, the statutes and ordinances, the administrative decisions and the rules and regulations of counties, towns, municipalities and special political subdivisions of, or authorities or quasi-governmental bodies constituted under the laws of, the State of Georgia and judicial decisions to the extent they deal with any of the foregoing) and the laws of the United States of America that are, in our experience, normally applicable to the transactions of the type contemplated in the Transaction Documents, and we are expressing no opinion as to the effect of the laws of any other jurisdiction. We call to your attention the fact that certain of the Transaction Documents provide that they will be governed by and construed in accordance with the laws of the state of California. For purposes of the opinions expressed herein, we have assumed that California law is the same as and would be construed by a court the same as Georgia law, notwithstanding provisions contained in such Transaction Documents, as to which we express no opinion, that they be governed by California law.

In rendering our opinion in paragraph 1, we have relied solely upon a good standing certificate regarding Seller issued the by the Secretary of State of Delaware dated , 2002.

Based on and subject to the foregoing and the qualifications and limitations set forth below, and having regard for such legal considerations as we deem relevant, it is our opinion that:

1. Seller is a corporation in good standing under the laws of the State of Delaware.

2. Seller has the corporate power to execute, deliver and perform its obligations under the Transaction Documents and to carry on its business as now conducted.

3. Seller has authorized the execution, delivery and performance of the Transaction Documents by all necessary corporate action.

4. The execution and delivery of the Transaction Documents by Seller and the consummation by Seller of the transactions provided for in the Transaction Documents:

(a) do not violate any provision of the Certificate of Incorporation or Bylaws, as amended to date, of Seller; and

(b) do not violate or constitute a breach of or default under any contract, agreement or instrument listed on [Schedule 2.8] of the Asset Purchase Agreement; and

(c) to our knowledge, do not violate any applicable law or any order of any court or governmental authority that is binding on Seller or any of its assets.

5. The Transaction Documents have been duly executed and delivered by Seller and are enforceable against Seller.

6. Except as listed on Schedule [2.10] of the Asset Purchase Agreement, no consent, approval, authorization or other action by, or filing or registration with, any governmental authority is required to be obtained or made by Seller for the execution and delivery by Seller of the Transaction Documents and for consummation by Seller of the transactions provided for therein, except for consents, approvals, authorizations, actions, filings and registrations which, if not obtained or made, are not reasonably likely to have a Material Adverse Effect

7. To our knowledge, there is no action, suit, proceeding, inquiry or investigation before or by any court or governmental agency or body, now pending or threatened, against Seller with respect to the Business, except as set forth on Schedule [2.11] of the Asset Purchase Agreement.

Our opinions expressed herein are subject to the following:

(a) The effect of bankruptcy, insolvency, fraudulent conveyance, fraudulent transfer, reorganization, moratorium and other similar laws affecting the rights and remedies of creditors. This includes without limitation the effect of the Federal Bankruptcy Code in its entirety, including matters of contract rejection, fraudulent transfer and obligation, turn-over, preference, equitable subordination, automatic stay, conversion of a non-recourse obligation into a recourse obligation, and substantive consolidation. This

also includes state laws regarding fraudulent transfers, obligations, and conveyances, and state receivership laws.

(b) The effect of general principles of equity, whether applied by a court of law or equity. This includes the following concepts: (i) principles governing the availability of specific performance, injunctive relief or other traditional equitable remedies; (ii) principles affording traditional equitable defenses (e.g., waiver, laches and estoppel); (iii) good faith and fair dealing; (iv) reasonableness; (v) materiality of the breach; (vi) impracticability or impossibility of performance; (vii) the effect of obstruction, failure to perform or otherwise to act in accordance with an agreement by any person other than Seller; (viii) the effect of § 1-102(3) of the Uniform Commercial Code; and (ix) unconscionability.

(c) The effect and possible unenforceability of contractual provisions providing for choice of governing law.

(d) The possible unenforceability of provisions requiring indemnification for, or providing exculpation, release or exemption from liability for, action or inaction, to the extent such action or inaction involves negligence or willful misconduct or to the extent otherwise contrary to public policy.

(e) The possible unenforceability of provisions purporting to require arbitration of disputes.

(f) The possible unenforceability of provisions prohibiting (i) competition; (ii) the solicitation or acceptance of customers, of business relationships or of employees; (iii) the use or disclosure of information; or (iv) activities in restraint of trade.

(g) The possible unenforceability of provisions imposing increased interest rates or late payment charges upon delinquency in payment or default or providing for liquidated damages, or for premiums on prepayment, acceleration, redemption, cancellation, or termination, to the extent any such provisions are deemed to be penalties or forfeitures.

(h) The possible unenforceability of waivers or advance consents that have the effect of waiving statutes of limitation, marshalling of assets or similar requirements, or as to the jurisdiction of courts, the venue of actions, service of process, the right to jury trial or, in certain cases, notice.

(i) The possible unenforceability of provisions that waivers or consents by a party may not be given unless in writing or in compliance with particular requirements or that a person’s course of dealing, course of performance, or the like, or failure or delay in taking actions, may not constitute a

waiver of related rights or provisions or that one or more waivers may not under certain circumstances constitute a waiver of other matters of the same kind.

(j) The effect of course of dealing, course of performance, or the like, that would modify the terms of an agreement or the respective rights or obligations of the parties under an agreement.

(k) The possible unenforceability of provisions that enumerated remedies are not exclusive or that a party has the right to pursue multiple remedies without regard to other remedies elected or that all remedies are cumulative.

(l) The effect of judicial discretion regarding the determination of damages.

(m) The effects of judicial discretion and statutes applicable to entitlement to attorneys' fees and other costs, including requirements for statutory authorization regarding such entitlement.

(n) The possible unenforceability of provisions that determination by a party or a party's designee are conclusive.

(o) The possible unenforceability of provisions permitting modification of an agreement only in writing.

(p) The possible unenforceability of provisions that the provisions of an agreement are severable.

(q) The effect of laws requiring mitigation of damages.

(r) The possible unenforceability of provisions permitting the exercise, under certain circumstances, of rights without notice or without providing opportunity to cure failures to perform.

(s) The effect of agreements as to rights of set off otherwise than in accordance with the applicable law.

(t) The effect of judicial discretion regarding the enforcement of forum selection clauses.

(u) Nothing contained in this letter shall be construed as an opinion as to the enforceability, perfection or priority of any lien or security interest.

This opinion letter is delivered solely for your benefit in connection with the Asset Purchase Agreement and the transactions provided for therein and may not be quoted in whole or

in part, referred to, filed with any governmental agency or otherwise used or relied upon by any other person or for any other purpose without our prior written consent.

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.

Very truly yours,

WOMBLE CARLYLE SANDRIDGE & RICE
A Professional Limited Liability Company

EXHIBIT F

TRANSITION SERVICES AGREEMENT

THIS TRANSITION SERVICES AGREEMENT (this "Agreement") is entered into as of , 2002 (the "Effective Date"), by and between Epicor Software Corporation, a Delaware corporation ("Buyer), and Clarus Corporation, a Delaware corporation ("Seller").

RECITALS

A. Buyer and Seller entered into an Asset Purchase Agreement dated October , 2002 (the "Purchase Agreement"; all capitalized terms used but not defined herein shall have the meaning ascribed thereto in the Purchase Agreement), whereby Buyer has agreed to buy and Seller has agreed to sell certain assets currently located at 3970 Johns Creek Court, Suwanee, Georgia 30024 (the "Premises").

B. As a condition precedent to the closing of the transactions contemplated by the Purchase Agreement, Buyer and Seller shall enter into this Agreement on the Closing Date to provide for the Business to continue to be operated using the Premises, including certain furniture, equipment, inventory, and other tangible and intangible assets used in the Business, not all of which may be purchased by Buyer pursuant to the Purchase Agreement (collectively, the "Transition Assets"), and the provision of certain services to Buyer during a transition period. Except as specifically defined herein, the defined terms shall have the same meaning as set forth in the Purchase Agreement.

AGREEMENT

NOW, THEREFORE, the parties hereto agree as follows:

1. Provision of Services.

1.1 Premises. Beginning on the Closing Date and continuing through March 31, 2003 unless sooner terminated pursuant to Section 7 hereof (the "Term") Seller shall permit Purchaser to continue the Business at the Premises in the space currently occupied by the Business using the Transition Assets and in furtherance thereof shall provide Purchaser with access to the Premises at such times and in such manner consistent with the operation of the Business prior to the date hereof. During the Term, Buyer shall reimburse Seller, at cost, for the operating costs associated with Buyer's occupancy of the Premises to the extent due and paid by Seller, including but not limited to, electricity, telephone service, internet access, water (if not part of the rent), security, janitorial and any other services previously provided to the Premises for the operation of the Business, but not the rent, property taxes, or common area maintenance charges which are due under that certain Lease dated July 24, 1998 between Seller, as lessee, and Technology Park/Atlanta, Inc., as lessor (the "Master Lease"), prior to the Effective Date unless Buyer requests that such services be terminated. During the Term, Buyer shall

reimburse Seller for a to be agreed upon allocation of the internal office, janitorial and information technology support services made available to Buyer. Seller shall pay such operating costs on behalf of Buyer and shall be reimbursed according to Section 6 below. Without limiting the foregoing:

(a) Seller shall make available to Buyer access to local and long distance telephone service, and Buyer shall reimburse Seller for the cost of such service, based on Seller's current cost-tracking system, which tracks the telephone calls made from each extension, and shall maintain at least one T-1 line available for use by Buyer's personnel; and

(b) Seller shall maintain at the Premises and reasonably accessible to Buyer's personnel one or more high-volume photocopy machines and at least two facsimile machines and permit Buyer's personnel access to and use of such equipment, at costs no greater than such equipment is charged to Buyer's business units or divisions.

1.2 Right and Access to Certain Intellectual Property. Beginning on the Closing Date and continuing through the Term, Seller shall provide Buyer with access to and a copy of the information contained in Seller's licensed customer database software. In addition, at no additional cost to Buyer, Seller agrees to provide the personnel (if available at the time) necessary to assist Buyer in migrating the data contained on Seller's customer database to Buyer's internal customer database system. In addition, Seller hereby agrees to provide Buyer with access to and with the right to use all of Seller's licensed Intellectual Property which forms a part of the Excluded Assets (other than Seller's customer database software referred to above) (the "Licensed IP") that relates to or is necessary for Buyer to operate the Business at the Premises.

1.3 URLs. The parties will use good faith efforts to agree on a process for redirecting prospects or customers of the Business from URLs retained by Seller as Excluded Assets to Buyer's designated web site.

2. Representations, Warranties and Covenants of Seller.

2.1 Seller shall maintain in full force and effect during the Term all insurance required by the Master Lease.

2.2 Seller represents and warrants to Buyer that (i) Seller has, and after the Closing Buyer shall have, the right to occupy the Premises and conduct the Business thereon pursuant to the Master Lease, which is in full force and effect as of the date hereof; (ii) the Master Lease has a remaining term which expires after the Term; (iii) Seller is not in breach or in default of, and the execution and delivery of this Agreement and the transactions contemplated hereby will not cause a breach or default under, the Master Lease or any other agreement or instrument affecting the Premises or Transition Assets; and (iv) Seller has the authority to enter into this Agreement and perform its obligations hereunder.

2.3 To Seller's knowledge, the Licensed IP does not infringe on or misappropriate any Person's Intellectual Property nor has the Seller received written notice from any Person claiming that such Licensed IP infringes or misappropriates the Intellectual Property rights of any Person. To Seller's knowledge, there is no basis for any claim contesting the validity, ownership or right of Seller to use the Licensed IP. The parties acknowledge that following the Closing Date, Seller will not continue to provide maintenance for the Licensed IP or for Seller's customer database software.

3. Representations, Warranties and Covenants of Buyer.

3.1 Buyer shall maintain the Premises in good repair and condition, ordinary wear and tear excepted.

3.2 Buyer shall comply in all material respects with all applicable laws related to the occupation of the Premises.

3.3 Buyer shall not interfere with the business of the Seller that it continues to operate on the Premises.

4. Buyer Indemnification. Buyer shall indemnify and holder Seller harmless from and against all actions, expenses, claims, costs and liabilities incurred by Seller, including with respect to any personal injury or death occurring in or about the Premises, to the extent directly or indirectly attributable to Buyer's negligence, use or occupation of the Premises or any part thereof. This Section 4 shall survive the expiration or early termination of this Agreement. The amount payable by Buyer with respect to such indemnification shall be reduced by the amount of any insurance proceeds received by Seller with respect thereto, and Seller hereby agrees to use reasonable efforts to collect any and all insurance proceeds to which Seller may be entitled with respect thereto or to permit Buyer to do so if permitted under the applicable insurance policy. None of the foregoing shall impair any obligation of Buyer or Seller under this Agreement, which shall continue in full force and effect.

5. Seller Indemnification. Seller shall indemnify and hold Buyer harmless from and against all actions, expenses, claims, costs and liabilities incurred in the event that Seller cannot provide to Buyer the rights to the Licensed IP or access to the customer information as provided in Section 1.2 herein. This Section 5 shall survive the expiration or early termination of this Agreement.

6. Payment Terms. On the Closing Date, Buyer shall pay to Seller an amount equal to the estimated monthly costs and expenses referred to in Section 1.1 hereof, which estimated amount shall be mutually agreed to by Buyer and Seller (the "Advance Payment"). On or after the first day of each month following the Closing Date, Seller shall invoice Buyer for a reasonable estimated amount of the payables and costs due for such month, which monthly estimated amount shall be paid by Buyer to Seller within 15 days following receipt by Buyer of such invoice. Within 15 days after the end of the Term, Seller shall provide Buyer with a report of the actual payables and costs owed by Buyer during the Term. If the actual amount owed by Buyer under this

Agreement is greater than the aggregate amount previously paid by Buyer under this Agreement, Buyer shall promptly reimburse Seller for such excess. If the aggregate amount previously paid by Buyer under this Agreement is greater than the actual amount owed by Buyer under this Agreement, Seller shall promptly reimburse Buyer for such excess. Such report shall include a list of all payables and costs due and paid by Seller.

7. Term and Termination.

7.1 Term. The term of this Agreement shall commence on the Effective Date and shall continue in effect through the end of the Term.

7.2 Termination. This Agreement may be terminated at any time as follows:

(a) Default by Buyer. By Seller if Buyer shall fail to keep, observe or perform any material covenant, term or provision of this Agreement to be kept, observed or performed by Buyer, and such default shall continue for a period of ten (10) days after written notice thereof by Seller to Buyer.

(b) Default by Seller. By Buyer if Seller shall fail to keep, observe or perform any material covenant, term or provision of this Agreement to be kept, observed or performed by Seller, and such default shall continue for a period of ten (10) days after written notice thereof by Buyer to Seller.

(c) Notice From Buyer. By Buyer upon five (5) days prior written notice to Seller.

(d) Notice From Seller. By Seller upon ninety (90) days prior written notice (which notice may be made by Seller prior to the Closing Date) to Buyer if Seller enters into an agreement to sell or otherwise dispose of or enters into an agreement that provides for the release of Seller from its leasehold interest under the Master Lease.

7.3 Effects of Expiration or Termination.

(a) Upon expiration or termination of this Agreement, neither party shall be released or discharged from any obligation, debt or liability which it previously incurred and which remains to be performed as of the date of expiration or termination.

(b) At the end of the Term, Buyer shall vacate the Premises and shall return to Seller at the Premises all Transition Assets.

8. Miscellaneous.

8.1 Notices. All notices or other communications which are required or permitted hereunder shall be in writing and shall be sufficiently given if (a) delivered personally, (b) sent by registered or certified mail, postage prepaid, (c) sent by overnight

courier with a nationally recognized courier or (d) sent via facsimile confirmed in writing in any of the foregoing manners, as follows:

If to Seller: Clarus Corporation
3970 Johns Creek Court
Suwanee, Georgia 30024
Attention: Chief Executive Officer
Facsimile: 770-291-8584

with a copy to: Womble Carlyle Sandridge & Rice, PLLC
1201 West Peachtree Street, Suite 3500
Atlanta, Georgia 30309
Attention: Sharon L. McBrayer
Facsimile: 404-870-4825

If to Buyer: Epicor Software Corporation
195 Technology Drive
Irvine, CA 92618
Attention: General Counsel
Facsimile: 949-585-4447

with a copy to: Paul, Hastings, Janofsky & Walker LLP
695 Town Center Drive, 17th Floor
Costa Mesa, CA 92626-1924
Attention: Peter J. Tennyson
Facsimile: 714 979-1921

If sent by mail, notice shall be considered delivered five (5) Business Days after the date of mailing, and if sent by any other means set forth above, notice shall be considered delivered upon receipt thereof. Any party may by notice to the other parties change the address to which notice or other communications to it are to be delivered or mailed.

8.2 Assignment. This Agreement and the rights and obligations created hereunder may not be assigned, transferred, pledged or hypothecated in any manner by any party hereto, whether voluntarily or by operation of law, without the prior written consent of the other parties. Notwithstanding the foregoing, Buyer may, without Seller's consent, assign such rights and licenses to any purchaser of all or substantially all of Buyer's assets or to any successor by way of merger, consolidation or otherwise. Any attempted assignment, transfer, pledge, hypothecation or other disposition of this Agreement in a manner contrary hereto, shall be null and void.

8.3 Entire Agreement. This Agreement, and the contemplated Purchase Agreement contain the entire agreement between the parties hereto relating to the subject matter hereof, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are hereby superseded.

8.4 Amendment. No amendment, modification, waiver, discharge or change of this Agreement shall be valid unless the same is in writing and signed by all of the parties hereto.

8.5 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Georgia (other than the choice of law principles thereof). Any dispute arising under this Agreement shall be resolved in the courts of the State of New York.

8.6 Number and Gender. The use herein of the neuter, masculine or feminine gender and the singular or plural number shall be deemed to include the other whenever the context so requires.

8.7 Captions. The captions in this Agreement are inserted for convenience of reference only and do not define, describe or limit the scope or the intent of this Agreement or any of the terms hereof.

8.8 Successors and Assigns. Subject to the restrictions on assignment and transfer set forth herein, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective executors, administrators, representatives, successors and permitted assigns.

8.9 Further Assurances. Without further consideration, each of the parties hereto agrees to execute, acknowledge and deliver such other documents and take such further actions as may be necessary or advisable to carry out the purposes of this Agreement.

8.10 Attorneys' Fees. In the event of any dispute between the parties hereto in connection with this Agreement, the prevailing party shall be entitled to recover from the losing party all of its costs and expenses including, without limitation, court costs and reasonable attorneys' fees and expenses.

8.11 Counterparts. This Agreement may be executed in one or more counterparts and each such counterpart shall be deemed an original, but all of which taken together shall constitute one and the same agreement.

(Signature page follows)

(Signature page to Transition Services Agreement)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

EPICOR SOFTWARE CORPORATION

By: _____

Its: _____

CLARUS CORPORATION

By: _____

Its: _____

Exhibit 2.8

EXHIBIT H

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this "Escrow Agreement) is made and entered into as of , 2002, by and between Epicor Software Corporation, a Delaware corporation ("Buyer"), Clarus Corporation, a Delaware corporation ("Seller"), and Branch Bank & Trust Company, Inc. (the "Escrow Agent"), with reference to the following facts:

A. Buyer and Seller have entered into an Asset Purchase Agreement, dated as of October , 2002 (the "Purchase Agreement") providing for the purchase by Buyer of certain assets from Seller.

B. Section 1.2(b) of the Purchase Agreement requires that Buyer deposit Two Hundred Thousand Dollars ($200,000) into an escrow account to be retained for the purposes of providing funds for Seller's indemnification obligations described in the Purchase Agreement. Such deposit shall be subject to the terms and conditions set forth in this Escrow Agreement. It is a condition precedent to the consummation of the transactions contemplated by the Purchase Agreement that Buyer, Seller, and the Escrow Agent execute and deliver this Escrow Agreement.

C. The Escrow Agent has agreed to accept, hold, and disburse the funds deposited with it and the earnings thereon in accordance with the terms of this Escrow Agreement.

STATEMENT OF AGREEMENT

NOW THEREFORE**,** for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, for themselves, their successors, and their assigns, hereby agree as follows:

1. Definitions. Unless otherwise defined herein, all capitalized terms used herein shall have the meanings given to them in the Purchase Agreement. The following terms shall have the following meanings when used in this Escrow Agreement:

"AAA" shall have the meaning ascribed thereto in Section 19(b) hereof.

"Arbitration Demand" shall have the meaning ascribed thereto in Section 19(b)(i) hereof.

"Claim" shall have the meaning ascribed thereto in Section 4(b) hereof.

"Claim Notice" shall have the meaning ascribed thereto in Section 4(b) hereof.

"Deposited Funds" shall mean the amount of Two Hundred Thousand Dollars ($200,000), which represents the amount of the funds to be deposited by Buyer with the Escrow Agent pursuant to Section 1.2(b) of the Purchase Agreement and Section 3 of this Escrow Agreement.

"Dispute" shall have the meaning ascribed thereto in Section 19 hereof.

"Dispute Notice" shall have the meaning ascribed thereto in Section 19(a)(i) hereof.

"Escrow Account" shall mean the account that the Escrow Agent is appointed to maintain and administer pursuant to Section 2 of this Escrow Agreement.

"Escrow Earnings" shall mean all interest and income, if any, earned on the Deposited Funds.

"Escrow Funds" shall mean the Deposited Funds, together with the Escrow Earnings.

"Final Determination" shall have the meaning ascribed thereto in Section 4(d)(iii) hereof.

"Indemnified Parties" shall have the meaning ascribed thereto in Section 9 hereof.

"Joint Written Direction" shall mean a written direction executed jointly by the Buyer and Seller directing the Escrow Agent to take or refrain from taking an action pursuant to this Escrow Agreement.

"Negotiator" shall have the meaning ascribed thereto in Section 19(a) hereof.

2. Appointment of and Acceptance by the Escrow Agent. Buyer and Seller hereby appoint the Escrow Agent to serve as escrow agent hereunder. The Escrow Agent hereby accepts such appointment and, upon receipt by wire transfer of the Deposited Funds in accordance with Section 3 below, agrees to hold, invest, and disburse the Escrow Funds in accordance with this Escrow Agreement.

3. Deposit of Funds into Escrow Account. On the date of the closing of the transactions provided for in the Purchase Agreement, Buyer shall cause the Deposited Funds to be transferred to the Escrow Agent, by wire transfer of immediately available funds, to the following account:

Branch Banking and Trust Company
P.O. Box 2887
Wilson, NC 27894
ABA #053101121
Attention: Trust Department
Credit DDA #168-9180244
Trust Account # _____

4. Release of the Escrow Funds.

(a) Buyer shall be entitled to submit one or more claims to the Escrow Agent relating to an indemnification claim pursuant to Article 7 of the Purchase Agreement; provided,

however, that nothing in this Escrow Agreement shall limit Buyer's rights and remedies under the Purchase Agreement.

(b) Buyer shall notify Seller and the Escrow Agent in writing (the "Claim Notice") of Buyer's claim to all or any portion of the Escrow Funds pursuant to Section 4(a) above (the "Claim"). The Claim Notice shall state the amount of the Claim and the facts underlying the Claim in reasonable detail.

(c) Seller may contest the Claim by giving Buyer and the Escrow Agent written notice of such contest within ten (10) calendar days of the effectiveness (as designated by Section 11(b) hereof) of the Claim Notice. The notice of contest shall include a statement of the grounds of such contest in reasonable detail. Such right to contest shall terminate if no notice is provided within such ten (10) calendar day period. The Escrow Agent shall disregard any written notice of contest from Seller contesting payment of the Escrow Funds to Buyer if such notice of written contest is not deemed to be effective under Section 11 within ten (10) calendar days after the date of the Claim Notice from Buyer.

(d) The Escrow Agent shall disburse the Escrow Funds as follows:

(i) In accordance with a Joint Written Direction as soon as is practically possible after receipt of such Joint Written Direction for disbursement (but in no event later than the third business day after the date such Joint Written Direction is deemed effective under Section 11).

(ii) To Buyer, in the amount of Buyer's Claim, if Seller does not contest a Claim in accordance with the provisions of Section 4(c).

(iii) If Seller contests Buyer's Claim pursuant to Section 4(c) above and the Claim is settled by written agreement of Buyer and Seller, Buyer and Seller shall promptly notify the Escrow Agent of such settlement by Joint Written Direction, and the amount specified in the Joint Written Direction shall promptly (but in no event later than the third business day after the date that such Joint Written Direction is deemed effective under Section 11) be paid by the Escrow Agent in accordance with the Joint Written Direction.

(iv) If Seller contests the Claim (or portion thereof) pursuant to Section 4(c) above and a Final Determination (as defined below) has been obtained, the amount specified in the Final Determination shall promptly (but in no event later than the third business day after the receipt by the Escrow Agent of a copy of such Final Determination) be paid by the Escrow Agent from the Escrow Funds. A "Final Determination" shall mean the award rendered by the arbitrators pursuant to Section 19. Upon the request of the Escrow Agent, each of Seller and Buyer hereby agree to confirm in writing to the Escrow Agent when a Final Determination has been obtained.

(v) Any portion of the Escrow Funds which is not subject to a Claim Notice or pending disbursement pursuant to clauses (i), (ii), (iii) or (iv) above shall be paid to the Seller on the date which is twelve (12) months from the date hereof.

Releases of the Escrow Funds pursuant to this Section 4(d) shall be treated as payments in full for the Holdback Amount under Section 1.2(b) of the Purchase Agreement, regardless of whether the aggregate amount of such releases to Seller, if any, is less than or greater than, due to investment losses or gains or set-off claims by the Escrow Agent, than the Deposited Funds.

5. Disbursement into Court. If at any time the Escrow Agent determines in its sole discretion that there exists any dispute between Buyer and Seller with respect to the holding or disposition of any portion of the Escrow Funds or any other obligations of the Escrow Agent hereunder, or if at any time the Escrow Agent is unable to determine, to the Escrow Agent's sole satisfaction, the proper disposition of any portion of the Escrow Funds or the Escrow Agent's proper actions with respect to its obligations hereunder, or if the Buyer and Seller have not within thirty (30) days of the furnishing by the Escrow Agent of a notice of resignation pursuant to Section 7 hereof appointed a successor Escrow Agent to act hereunder, then the Escrow Agent may, in its sole discretion, take the following actions:

(a) suspend the performance of any of its obligations under this Escrow Agreement until such dispute or uncertainty shall be resolved to the sole satisfaction of the Escrow Agent or until a successor Escrow Agent shall have been appointed (as the case may be); provided, however, that the Escrow Agent shall continue to invest the Escrow Funds in accordance with Section 6 hereof; and

(b) in the event such dispute or uncertainty is not resolved to the sole satisfaction of the Escrow Agent or a successor Escrow Agent is appointed within a period of ten (10) calendar days following such suspension of performance, pay over to any court of competent jurisdiction in Fulton County, Georgia, all Escrow Funds for holding and disposition in accordance with the arbitrator's award pursuant to Section 19(b).

6. Investment of Funds. The Escrow Agent shall invest and reinvest the Escrow Funds, as Seller's Representative shall direct (subject to any applicable minimum investment requirements), in the following:

(a) direct obligations of the United States of America or obligations the principal and the interest on which are unconditionally guaranteed by the United States of America;

(b) certificates of deposit issued by any bank, bank and trust company, or national banking association (including the Escrow Agent and its Affiliates), which certificates of deposit are insured by the Federal Deposit Insurance Corporation or a similar government agency; or

(c) any money market fund substantially all of which is invested in the foregoing categories, including any money market fund managed by the Escrow Agent and any of its Affiliates.

If the Escrow Agent has not received a written direction from Seller's Representative at any time that an investment decision must be made, the Escrow Agent shall invest the Escrow Funds, or such portion thereof as to which no written direction has been received, in investments described in clause (c) above.

Each of the foregoing investments shall be made in the name of the Escrow Agent. No investment shall be made in any instrument or security that has a maturity of greater than thirty (30) days. Notwithstanding anything to the contrary contained herein, the Escrow Agent may, without notice to Buyer or Seller, sell or liquidate any of the foregoing investments at any time if the proceeds thereof are required for any release of funds permitted or required hereunder, and the Escrow Agent shall not be liable or responsible for any loss, cost, or penalty resulting from any such sale or liquidation. With respect to any funds received by the Escrow Agent for deposit into the Escrow Funds or any written direction from Seller received by the Escrow Agent with respect to investment of any funds received by the Escrow Agent for deposit into the Escrow Funds or any written direction from Seller received by the Escrow Agent with respect to investment of any funds in the Escrow Funds after 10:00 a.m., Atlanta, Georgia time, the Escrow Agent shall not be required to invest such funds or to effect such investment instruction until the next day upon which banks in Atlanta, Georgia are open for business.

7. Resignation and Removal of the Escrow Agent. The Escrow Agent may resign from the performance of its duties hereunder at any time by giving thirty (30) days' prior written notice to Buyer and Seller, or may be removed, with or without cause, by a Joint Written Direction to the Escrow Agent; provided, however, that such resignation or removal may not be effective until the appointment of a successor Escrow Agent as provided herein. Upon any such notice of resignation or removal, the Buyer and Seller jointly shall appoint a successor Escrow Agent hereunder. Upon the acceptance in writing of any appointment as the Escrow Agent hereunder by a successor Escrow Agent, such successor Escrow Agent shall thereupon succeed to and become vested with all the rights, powers, privileges, and duties of the retiring Escrow Agent, and the retiring Escrow Agent shall be discharged from its duties and obligations under this Escrow Agreement, but shall not be discharged from any liability for actions taken as the Escrow Agent hereunder prior to such succession. After any retiring Escrow Agent's resignation or removal, the provisions of this Escrow Agreement shall inure to its benefit as to any actions taken or omitted to be taken by it while it was the Escrow Agent under this Escrow Agreement.

8. Liability of the Escrow Agent.

(a) The Escrow Agent shall have no liability or obligation for damages, loss or expenses with respect to the Escrow Funds except for damages, loss or expenses resulting from the Escrow Agent's willful misconduct or gross negligence. The Escrow Agent's sole responsibility shall be for the safekeeping, investment, and disbursement of the Escrow Funds in accordance with the terms of this Escrow Agreement. The Escrow Agent shall have no implied duties or obligations and shall not be charged with knowledge or notice of any fact or circumstance not specifically set forth herein. The Escrow Agent may rely upon any instrument, not only as to its due execution, validity and effectiveness, but also as to the truth and accuracy of any information contained therein, which the Escrow Agent shall in good faith believe to be genuine, to have been signed or presented by the Person or parties purporting to sign the same and to conform to the provisions of this Escrow Agreement. In no event shall the Escrow Agent be liable for incidental, indirect, special, consequential or punitive damages. The Escrow Agent shall not be obligated to take any legal action or commence any proceeding in connection with the Escrow Funds, any account in which Escrow Funds are deposited, this Escrow Agreement or the Purchase Agreement, or to appear in, prosecute or defend any such legal action or proceeding. Escrow Agent may consult legal counsel selected by it in the event of any dispute or

question as to the construction of any of the provisions hereof or of any other agreement or of its duties hereunder, and shall incur no liability and shall be fully indemnified from any liability whatsoever in acting in accordance with the opinion or instruction of such counsel.

(b) The Escrow Agent is authorized, in its sole discretion, to comply with orders issued or process entered by any court or any arbitrator with respect to the Escrow Funds, without determination by the Escrow Agent of such court's jurisdiction in the matter. If any portion of the Escrow Funds is at any time attached, garnished or levied upon under any court order, or in case the payment, assignment, transfer, conveyance or delivery of any such property shall be stayed or enjoined by any court order, or in case any order, judgment or decree shall be made or entered by any court affecting such property or any part thereof, then and in any such event, the Escrow Agent is authorized, in its sole discretion, to rely upon and comply with any such order, writ, judgment or decree which it is advised by legal counsel selected by it is binding upon it without the need for appeal or other action; and if the Escrow Agent complies with any such order, writ, judgment or decree, it shall not be liable to any of the parties hereto or to any other person or entity by reason of such compliance even though such order, writ, judgment or decree may be subsequently reversed, modified, annulled, set aside or vacated.

9. Indemnification of the Escrow Agent. From and at all times after the date of this Escrow Agreement, Buyer and Seller jointly and severally shall, to the fullest extent permitted by law and to the extent provided herein, indemnify and hold harmless the Escrow Agent and each director, officer, employee, attorney, agent and Affiliate of the Escrow Agent (collectively, the "Indemnified Parties") against any and all actions, claims (whether or not valid), losses, damages, liabilities, costs and expenses of any kind or nature whatsoever (including without limitation reasonable attorneys' fees, costs and expenses) incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect or consequential, as a result of or arising from or in any way relating to any claim, demand, suit, action or proceeding (including any inquiry or investigation) by any Person, including without limitation Buyer or Seller, whether threatened or initiated, asserting a claim for any legal or equitable remedy against any Person under any statute or regulation, including, but not limited to, any federal or state securities laws, or under any common law or equitable cause or otherwise, arising from or in connection with the negotiation, preparation, execution, performance or failure of performance of this Escrow Agreement or any transactions contemplated herein, whether or not any such Indemnified Party is a party to any such action, proceeding, suit or the target of any such inquiry or investigation; provided, however, that no Indemnified Party shall have the right to be indemnified hereunder for any liability finally determined by a court of competent jurisdiction, subject to no further appeal, to have resulted solely from the gross negligence or willful misconduct of such Indemnified Party. If any such action or claim shall be brought or asserted against any Indemnified Party, such Indemnified Party shall promptly notify Buyer and Seller in writing, and Buyer and Seller shall assume the defense thereof, including the employment of counsel and the payment of all expenses. Such Indemnified Party shall, in its sole discretion, have the right to employ separate counsel (who may be selected by such Indemnified Party in its sole discretion) in any such action and to participate in the defense thereof, and the fees and expenses of such counsel shall be paid by such Indemnified Party, except that Buyer and/or Seller shall be required to pay such fees and expenses if (a) Buyer and/or Seller agree to pay such fees and expenses, (b) Buyer and/or Seller shall fail to assume the defense of such action or proceeding, (c) Buyer or Seller is the plaintiff in any such action or proceeding, or

(d) the named parties to any such action or proceeding (including any impleaded parties) include both Indemnified Party and Buyer and/or Seller, and Indemnified Party shall have been advised by counsel that there may be one or more legal defenses available to it which are different from or additional to those available to Buyer or Seller. Buyer and Seller shall be jointly and severally liable to pay fees and expenses of counsel pursuant to the preceding sentence, except that any obligation to pay under clause (a) shall apply only to the party so agreeing and under clause (c) shall apply only to such party that is such plaintiff. All such fees and expenses payable by Buyer and/or Seller pursuant to the foregoing sentence shall be paid from time to time as incurred, both in advance of and after the final disposition of such action or claim. All of the foregoing losses, damages, costs and expenses of the Indemnified Parties shall be payable by Buyer and Seller, jointly and severally, upon demand by such Indemnified Party. The obligations of Buyer and Seller under this Section 9 shall survive any termination of this Escrow Agreement and the resignation or removal of Escrow Agent. As between Buyer and Seller, Seller and Buyer each shall be responsible for one half of the Escrow Agent's fees and expenses, unless otherwise determined by a court of competent jurisdiction or an arbitrator pursuant to Section 19.

The parties agree that neither the payment by Buyer or Seller of any claim by Escrow Agent for indemnification hereunder nor the disbursement of any amounts to Escrow Agent from the Escrow Funds in respect of a claim by Escrow Agent for indemnification shall impair, limit, modify, or affect, as between Buyer and Seller, the respective rights and obligations of Buyer, on the one hand, and Seller, on the other hand, under the Purchase Agreement.

10. Fees and Expenses of the Escrow Agent. Buyer and Seller shall compensate the Escrow Agent for its services hereunder in accordance with Exhibit A attached hereto. All of the obligations set forth in this Section 10 shall be payable by Buyer and Seller on the date of this Agreement. Buyer and Seller shall each be responsible for one half of the Escrow Agent's fees, unless otherwise determined by a court of competent jurisdiction or an arbitrator pursuant to Section 19. The obligations of Buyer and Seller under this Section 10 shall survive any termination of this Escrow Agreement and any resignation or removal of the Escrow Agent.

11. Notices.

(a) All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing (including facsimile) and shall be mailed, faxed or delivered:

(i) If to Seller:

Clarus Corporation
3970 Johns Creek Court
Suwanee, Georgia 30024
James J. McDevitt
Facsimile: (770) 291-8584

With a copy (which shall not constitute notice) to:

Womble, Carlyle Sandridge & Rice, PLLC
1201 West Peachtree Street, Suite 3500
Atlanta, Georgia 30309
Attention: Sharon L. McBrayer, Esq.
Facsimile: (404) 870-4825

(ii) If to Buyer :

Epicor Software Corporation
195 Technology Drive
Irvine, California 92618
Attention: General Counsel
Facsimile: (949) 585-4447

With a copy (which shall not constitute notice) to:

Paul, Hastings, Janofsky & Walker LLP
695 Town Center Drive, 17th Floor
Costa Mesa, California 92626-1924
Attention: Peter J. Tennyson
Facsimile: (714) 979-1924

(iii) If to Escrow Agent to:
Branch Banking & Trust Company, Inc
Attn: Trust Department
950 E. Paces Ferry Road, Suite 2180
Atlanta, Georgia 30326
Facsimile: 404-442-5152

(b) All notices and other communications required or permitted under this Agreement which are addressed as provided in this Section 11 (i) if delivered personally against proper receipt or by confirmed facsimile, shall be effective upon delivery, (ii) if delivered by certified or registered mail with postage prepaid, shall be effective two (2) business days following the date when mailed and (iii) by Federal Express or similar courier service with courier fees paid by the sender, shall be effective one (1) business day following the date when couriered. The parties hereto may from time to time change their respective addresses for the purpose of notices to that party by a similar notice specifying a new address, but no such change shall be deemed to have been given until it is actually received by the party sought to be charged with its contents.

12. Amendment; Waiver. Neither this Escrow Agreement, nor any of the terms or provisions hereof, may be amended, modified, supplemented or waived except by a written instrument signed by all of the parties hereto (or, in the case of a waiver, by the party or parties granting such waiver). No waiver of any of the provisions of this Escrow Agreement shall be deemed to be or shall constitute a waiver of any other provision hereof (whether or not similar),

nor shall such waiver constitute a continuing waiver. No failure of a party hereto to insist upon strict compliance by another party hereto with any obligation, covenant, agreement or condition contained in this Escrow Agreement shall operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

13. Severability. Each term and provision of this Escrow Agreement constitutes a separate and distinct undertaking, covenant, term and/or provision hereof. In the event that any term or provision hereof shall be determined to be unenforceable, invalid or illegal in any respect, such unenforceability, invalidity or illegality shall not affect any other term or provision hereof, but this Escrow Agreement shall be construed as if such unenforceable, invalid or illegal term or provision had never been contained herein.

14. Governing Law. This Escrow Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia, without giving effect to the conflict of laws principles thereof.

15. Entire Agreement. This Escrow Agreement, constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior understandings, agreements and arrangements, both oral and written, between the parties with respect to the subject matter hereof.

16. Binding Effect. All of the terms of this Escrow Agreement, as it may be amended from time to time, shall be binding upon, inure to the benefit of and be enforceable by the respective successors and permitted assigns of Buyer, Seller and the Escrow Agent.

17. Execution in Counterparts. This Escrow Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument.

18. Termination. Upon the first to occur of the disbursement of all Escrow Funds pursuant to Section 4 hereof or the disbursement of all Escrow Funds to an Arbitrator or court pursuant to Section 5 hereof, this Escrow Agreement shall terminate and the Escrow Agent shall have no further obligation or liability whatsoever with respect to this Escrow Agreement or the Escrow Funds.

19. Dispute Resolution. If the Seller disputes Buyer's Claim under Section 4(b) (a "Dispute"), such Dispute shall be resolved in the following manner which shall be binding and in lieu of litigation in any court:

(a) The parties will attempt in good faith to resolve the Dispute promptly by negotiations between senior representatives of the parties who have authority to settle the Dispute.

(b) (i) If the Dispute is not resolved or (ii) if the Escrow Agent pays over the Escrow Funds to a court pursuant to Section 5, then such Dispute shall be settled by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules then in effect and the following procedures:

(ii) Unless barred by the statute of limitations, either party may initiate the arbitration process by serving, as in a civil action, the other party with notice of the nature of the Dispute and a demand for arbitration ("Arbitration Demand"), which Arbitration Demand shall include a description of the Dispute, the amount involved and the remedy sought. The Dispute shall be waived and forever barred if on the date of the Arbitration Demand, the claim, if asserted in a civil action, would be barred by the applicable state or federal statute of limitations.

(iii) The party commencing the arbitration process shall file a copy of the Arbitration Demand at the regional office of AAA located in Atlanta, Georgia, together with the appropriate filing fee as provided in AAA's existing fee schedule. The arbitration proceedings shall be conducted in Atlanta, Georgia.

(iv) The issue of whether a Dispute is arbitrable hereunder shall also be subject to arbitration hereunder. The arbitrator shall apply the substantive laws of the State of Georgia and the Federal law of the United States to the resolution of each Dispute and to the issue of arbitrability of any Dispute, including, but not limited to, the provisions of Georgia statutory laws dealing with arbitration and the United States Arbitration Act, 9 U.S.C. Sections 1-16, as they may exist at the time of the Arbitration Demand, but only insofar as such statutes are not in conflict with this Escrow Agreement, and specifically excepting therefrom sections of such statutes dealing with discovery. Judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof.

(c) All deadlines specified in this Section 19 may be extended by mutual agreement.

(d) The parties hereto agree that the Escrow Agent will not be a party to any arbitration, and that the arbitration referred to in paragraph (b) above applies only to Buyer and Seller.

20. Tax Reporting. Each of the parties hereto agrees that, for tax reporting purposes, all interest or other income earned from the investment of the Escrow Funds in any tax year shall (i) to the extent such interest or other income is distributed by the Escrow Agent to any person or entity pursuant to the terms of this Escrow Agreement during such tax year, be allocated to such person or entity, and (ii) otherwise shall be allocated to Seller.

[SIGNATURES ON FOLLOWING PAGE]

[SIGNATURES TO ESCROW AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be executed under seal as of the date first above written.

"Buyer"

EPICOR SOFTWARE CORPORATION

By: _____

Name:

Title:

"Seller"

CLARUS CORPORATION

By: _____

Stephen P. Jeffery, Chief Executive Officer

"Escrow Agent"

BRANCH BANKING & TRUST COMPANY, INC.

By: _____

Name: _____

Title: _____

Exhibit A

Fees Payable to the Escrow Agent

$1,500.00

EXHIBIT G

SOURCE CODE SUBLICENSE AGREEMENT

This Source Code Sublicense Agreement (this "Agreement") is entered into as of the ____ day of _____, 2002, by and between _____, a _____ corporation with principal offices at _____ ("Sublicensee") and **Clarus Corporation**, a Delaware corporation with principal offices at 3970 Johns Creek Court, Suwanee, GA 30024 ("Clarus"). For and in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS. Unless defined elsewhere in this Agreement, terms appearing in initial capital letters in this Agreement shall have the following meanings:

1.1. "**Application**" means the _____ computer software program for which the Source Code Sublicense is being granted.

1.2. "**Confidential Information**" includes, without limitation, the terms of this Agreement, and, to the extent such information is not defined as a Trade Secret below, any other information designated as confidential by either party. Confidential Information does not include information that (i) was rightfully in the possession of or known to the receiving party without any obligation of confidentiality prior to receiving it from the disclosing party; (ii) is, or subsequently becomes, legally and publicly available without breach of this Agreement; (iii) is rightfully obtained by the receiving party from a source other than the disclosing party without any obligation of confidentiality; (iv) is developed by or for the receiving party without access to the Confidential Information; (v) is disclosed by the receiving party under a valid order created by a court or government agency, provided that the receiving party provides prior written notice to the disclosing party of such obligation and the opportunity to oppose such disclosure; and (vi) is disclosed following the expiration of the applicable period of confidentiality.

1.3. "**Master License Agreement**" means the license agreement between Clarus and Epicor Software Corporation with respect to the Source Code, and any amendments thereto.

1.4. "**License Agreement**" means the [License Agreement] entered into as of _____, by and between Sublicensee and Clarus.]

1.5. "**Source Code**" means a series of instructions or statements in a high level computer programming or scripting language such as C++, PASCAL, HTML or Visual BASIC that are (i) readable and understandable by humans trained in the applicable computer language and (ii) able to be transformed by an interpreter or compiler into machine-readable, executable code for actual use on a computer system.

1.6. "**Source Code Derivatives**" has the meaning given to it by Section 5.2 below.

1.7. "**Source Code Sublicense**" has the meaning given to it by Section 2 below.

1.8. "**Trade Secret**" means information, in any form, including, without limitation, the Applications, technical or non-technical data, research data, formulae, patterns, compilations, programs, devices, methods, techniques, drawings, processes, financial data, product plans, or a list of actual or potential customers or suppliers which is not commonly known by or available to the public, and which information (i) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

2. SOURCE CODE SUBLICENSE.

2.1. **Sublicense Grant.** Subject to the terms and conditions of this Agreement and the Master License Agreement and Sublicensee's performance of its obligations under this Agreement, Clarus hereby grants to Sublicensee a limited, non-exclusive, and nontransferable sublicense (the "Source Code Sublicense") to use and modify the Source Code for the sole purpose of Sublicensee's internal support and maintenance of the Application in such manner as is required for Sublicensee's use and support of the object-code version of the Application. Only Sublicensee's full time employees who

will be using and modifying the Source Code as permitted by this Section 2.1. shall have access to and use of the Source Code.

3. Protection and Use of Source Code. Sublicensee will protect and maintain, and have its employees protect and maintain, the Source Code as the Trade Secrets of Clarus and its licensor. In particular, and without limitation, Sublicensee and its employees will not, except as otherwise permitted or specified by Clarus in writing, (i) copy the Source Code (or any portion thereof) except as is required for Sublicensee's support and maintenance of the Application, (ii) store, use or transfer the Source Code (or any portion thereof) outside of Sublicensee's primary business offices, (iii) allow outside third-parties (other than Clarus or Epicor Software Corporation) to view or otherwise access the Source Code (or any portion thereof), (iv) store or maintain copies of the Source Code (or any portion thereof) on computer systems that are intended by Sublicensee to be accessible from outside of Sublicensee's computer network, (v) store or maintain copies of the Source Code (or any portion thereof) on computer systems located outside of Sublicensee's computer network, or (vi) transmit or otherwise transfer the Source Code (or any portion thereof) over an un-secured network connection (i.e. by e-mail or other Internet based network connection) without the use of commercially reasonable encryption.

4. DELIVERY. Upon Sublicensee's execution of this Agreement, Clarus shall deliver one (1) copy of the Source Code to the following individual at the following address:

Name: _____ Address: _____
Title: _____ _____
Phone: _____ _____
Fax: _____ _____
Email: _____

5. PROPRIETARY RIGHTS AND CONFIDENTIALITY.

5.1. **Ownership.** Sublicensee acknowledges that Epicor Software Corporation owns the Source Code and that the Source Code is not generally published and embodies the Trade Secrets of Clarus and its licensor. All right, title and interest in and to the Source Code, including without limitation, all copyrights, Trade Secrets and other intellectual property rights pertaining thereto will remain vested in Clarus and its licensor. Except as expressly authorized by this Agreement, Sublicensee may not use, display, copy or reproduce the Source Code. In addition, Sublicensee shall not transfer, distribute, rent, lease or sublicense the Source Code. Clarus reserves all rights not expressly granted to Sublicensee hereunder and this Agreement shall not extend or otherwise expand the licenses granted by Clarus to Sublicensee pursuant to the License Agreement with respect to the Application. Sublicensee will not alter, remove, modify or suppress any confidentiality legends or proprietary notices placed on or contained within the Source Code.

5.2. **Ownership of Derivative Works.** Sublicensee agrees that all modifications, changes and other derivative works (the "Source Code Derivatives") made or created with respect to the Source Code shall be and remain the sole property of Epicor Software Corporation and its assigns. Sublicensee hereby transfers, grants, conveys, assigns and relinquishes, and agrees to transfer, grants, convey, assign and relinquish, to Epicor Software Corporation and its assignees any and all right, title and interest it now has or may hereafter acquire in and to the Source Code Derivatives under patent, copyright, trade secret and trademark law in perpetuity or for the longest period otherwise permitted by law. Sublicensee further agrees to assist Epicor Software Corporation and its assignees, at Epicor Software Corporation's or such assignee's expense, in every reasonable way to obtain and, from time to time, enforce patents, copyrights, trade secrets and other rights and protections relating to the Source Code Derivatives, and to that end, Sublicensee will execute, and will have its employees execute, all documents for use in applying for and obtaining such patents, copyrights, trade secrets and other rights and protections with respect to such Source Code Derivatives as Epicor Software Corporation or its assignees may reasonably request, together with any assignments thereof to Epicor Software Corporation, its assignees or third-parties designated by Epicor Software Corporation or its assignees. Sublicensee and its employees' reasonable obligations to assist Epicor Software Corporation and its assignees in obtaining and enforcing patents, copyrights, trade secrets and other rights and protection relating to the Source Code Derivatives shall survive the termination of this Agreement. Upon the request of Epicor Software Corporation or its assignees, Sublicensee shall provide to Epicor Software Corporation or such assigns, at no cost to Epicor Software Corporation or its assigns, copies of all Source Code Derivatives.

5.3. **Confidentiality.** Each party agrees that certain information it will acquire from the other party will constitute Trade Secrets and Confidential Information. Each party will exercise the same degree of care with respect to the other party's Trade Secrets and Confidential Information as it exercises with respect to its own Trade Secrets and Confidential Information (but in all cases no less than a reasonable degree of care and protection); and will not, directly or

indirectly, disclose, copy, transfer or allow access to any Trade Secrets or Confidential Information obtained from the other party; provided that each party may disclose Trade Secrets and Confidential Information to its employees, consultants and agents who have a need to know and who have agreed in writing to comply with the restrictions set forth herein. Each party agrees not to use or disclose Confidential Information obtained from the other party for a period of three (3) years after termination of this Agreement and indefinitely with respect to Trade Secrets.

5.4. **Injunctive Relief.** The parties agree that monetary damages will not be an adequate remedy for breach of the obligations set forth herein. In addition to all other remedies, the nonbreaching party will have the right to apply to a court of competent jurisdiction for a temporary restraining order, preliminary injunction or other equitable relief.

6. TERM AND TERMINATION.

6.1. **Term.** The term of this Agreement shall begin on the date the Source Code is shipped by Clarus to Sublicensee and shall continue in force and effect until _____ [to be coterminous with the Master License Agreement] unless earlier terminated as provided herein. Such term may be extended only upon the written mutual agreement of the parties.

6.2. **Termination For Breach.** Either party may terminate this Agreement on or after the fifth (5th) day after such party gives the other party written notice of a material breach by such other party of any obligation hereunder, unless such breach is cured within five (5) days following the breaching party's receipt of such written notice.

6.3. **Effect of Agreement Termination.** Upon the termination or expiration of this Agreement, the Source Code Sublicense shall terminate, Sublicensee shall completely erase all copies of the Source Code and Source Code Derivatives from its computer systems and any storage media on which copies of the Source Code and/or Source Code Derivatives are maintained, completely destroy all tangible copies of the Source Code and Source Code Derivatives and, at Clarus' option, either return to Clarus or completely destroy all original materials provided by Clarus to Sublicensee with respect to the Source Code.

7. INDEMNIFICATION. Sublicensee will indemnify, defend, and hold harmless Clarus, its affiliates and licensor and their respective officers, directors, shareholders and representatives against all liabilities, obligations, losses, costs, damages and other expenses and attorneys' fees relating to third party claims arising from (i) acts or omissions by Sublicensee under this Agreement or (ii) any use of the Source Code in breach of this Agreement, provided Clarus gives Sublicensee prompt written notice of such claim, reasonable assistance and authority to defend such claim.

8. LIMITED WARRANTIES AND DISCLAIMERS. ALL SOURCE CODE PROVIDED TO SUBLICENSEE BY CLARUS UNDER THIS AGREEMENT IS "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. CLARUS AND ITS LICENSOR SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES WITH RESPECT TO THE SOURCE CODE, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOURCE CODE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

9. LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES OR COSTS (INCLUDING ATTORNEYS' FEES) RESULTING FROM ANY CLAIM (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR PRODUCTS LIABILITY) REGARDING THIS AGREEMENT OR RESULTING FROM THE USE OR INABILITY TO USE, OR PERFORMANCE OR NONPERFORMANCE OF, THE SOURCE CODE, OR ANY COMPONENT THEREOF, EVEN IF THE OTHER PARTY (OR ITS SUPPLIERS, AS APPLICABLE) HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHERMORE, IN NO EVENT WILL CLARUS BE LIABLE TO LICENSEE UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF CLAIM OR ACTION, IN AN AMOUNT THAT EXCEEDS ONE THOUSAND DOLLARS ($1,000.00).

10. MISCELLANEOUS.

10.1. **Jurisdiction, Choice of Law.** This Agreement is made in and shall be governed by the laws of the State of Georgia, excluding choice of laws principles; provided, however, that the intellectual property rights (as distinguished from contract rights) underlying this Agreement shall be construed under applicable federal laws and the laws of the State of Georgia. The parties agree that any action or proceeding arising out of or related to this Agreement shall be brought only

in the Superior Court of Fulton County, Georgia, or the United States District Court for the Northern District of Georgia, Atlanta Division, and the parties hereby consent to such venue and to the jurisdiction of such courts over the subject matter of such proceeding and themselves.

10.2. **Assignment; Third Party Beneficiaries.** Sublicensee may not assign this Agreement, in whole or in part, without the prior written consent of Clarus. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns. Each party hereto acknowledges and agrees that Epicor Software Corporation and its successors and assigns are third party beneficiaries of this Agreement.

10.3. **Survival.** Any Section of this Agreement whose terms, conditions or obligations have not been or cannot be fully performed prior to the termination or expiration of this Agreement for any reason shall survive such termination or expiration of this Agreement, along with all definitions required by such Section. In particular and without limitation, the following Sections shall survive along with all definitions required by such Sections: Sections 3, 5, 7, 8, 9 and 10.

10.4. **Severability.** This Agreement shall be deemed severable. If any part of this Agreement is found invalid or unenforceable under current or future laws, the invalid or unenforceable provision shall be severed and of no force or effect, and the remaining provisions shall remain in full force and effect and shall not be affected by the invalid or unenforceable provisions or by their severance herefrom.

10.5. **Notices.** All notices, reports, requests and other communications required or permitted hereunder must be in writing and sent to the addresses set forth below. Any such notice will be deemed given when: (i) delivered personally against a signed receipt, (ii) sent by confirmed fax (followed by mailing of a copy no later than the next business day), or (iii) sent by commercial overnight courier with written verification of receipt. Either party may change its address by sending notice of a change of address as set forth hereunder.

If to Sublicensee: _____	If to Clarus: Clarus Corporation
_____	3970 Johns Creek Court
_____	Suwanee, Georgia 30024
Attn: _____	Attn: Contracts Department
Phone: _____	Phone: 770-291-3900
Fax: _____	Fax: 770-291-3993

10.6. **Independent Contractors.** The parties to this Agreement are independent contractors. There is no relationship of principal to agent, master to servant, employer to employee, or franchiser to franchisee, partnership, nor joint venturers, nor shall either party hold itself out as such. Neither party has the authority to bind the other or incur any obligation on the other's behalf. This Agreement is an agreement between the parties and confers no rights upon either of the party's employees, agents, or contractors, or upon any other person.

10.7. **Entire Agreement.** This instrument contains the entire agreement and understanding between the parties and supersedes all prior negotiations, proposals, discussions, correspondence, agreements and understandings relating to the subject matter of this Agreement. The terms and conditions of this Agreement may not be modified or amended except in a written document signed by an officer of each party. No waiver will be implied from conduct or failure to enforce rights on one or more occasions.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

SUBLICENSEE:	**CLARUS:**
[_____]	Clarus Corporation
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____

EXHIBIT 99.1

Contact:

Jim McDevitt
Clarus Corporation
(770) 291-8568
mcdevittj@claruscorp.com

CLARUS ANNOUNCES SIGNING OF DEFINITIVE AGREEMENT FOR SALE OF CORE ASSETS AND OPERATIONS

ATLANTA October 17, 2002 —Clarus Corporation (NASDAQ: CLRS) announced today that it has signed a definitive Asset Purchase Agreement with Epicor Software Corporation (NASDAQ: EPIC) to sell substantially all of its core products and operations in an all cash transaction for a purchase price of $1 million. The transaction is expected to close in the fourth quarter of this year. Following the sale, the Company will focus on the divestiture of its remaining assets and operations and evaluation of strategic opportunities for the Company's resources.

The Clarus board of directors has unanimously approved the proposed sale. The acquisition is subject to approval of the Clarus stockholders and other customary conditions. Under terms of the agreement, Epicor has agreed to acquire substantially all of Clarus' assets related to its eProcurement, sourcing, and settlement software products. Clarus and Epicor will work closely to smoothly transition the software products and service of customer accounts to Epicor.

About Clarus

Atlanta-based Clarus Corporation (www.claruscorp.com) delivers applications that help companies reduce costs by driving the inefficiencies out of the end-to-end procurement process—from sourcing, to procurement, to settlement. The Clarus solutions are designed for rapid production deployment and are built exclusively on the Microsoft.NET platform, making them easy to implement, manage, and integrate with existing IT infrastructures. Clarus solutions are deployed globally at customer sites including: the Burlington Northern and Santa Fe Railway Company, Cox Enterprises, MasterCard International, Union Pacific Corporation, Smurfit-Stone Container Corporation, and Parsons Brinckerhoff.

# # #

This release contains certain forward-looking statements within the meaning of the Securities Act of 1933 and the Securities Exchange Act of 1934. Information in this release includes our beliefs, hopes, expectations, intentions and strategies relating to our future results. Assumptions relating to forward-looking statements involve judgments with respect to, among other things, future economic, competitive and market conditions and future business decisions, all of which are difficult or impossible to predict accurately and many of which are beyond our control. Actual results could differ materially from those projected in the forward-looking statements as a result of certain risks, including that the transaction as currently contemplated may not be completed,

that our stock price may be adversely affected due to the expected decline in our operating revenue following completion of the transaction, and that our divestiture strategy with respect to our remaining operations may not progress as currently expected. All forward-looking statements contained in this release are based on information available as of the date of this release and we assume no obligation to update the forward-looking statements contained herein.

Additional Information About the Sale and Where to Find It

Clarus intends to file with the Securities and Exchange Commission a proxy statement and other relevant materials in connection with the transaction. The proxy statement will be mailed to the stockholders of Clarus. Before making any voting or investment decision with respect to the transaction, investors and stockholders of Clarus are urged to read the proxy statement and the other relevant materials when they become available because they will contain important information about Clarus and the proposed transaction. The proxy statement and other relevant materials (when they become available), and any other documents filed by Clarus with the SEC may be obtained free of charge at the SEC's Web site at www.sec.gov. In addition, investors and stockholders of Clarus may obtain free copies of the documents filed with the SEC by Clarus by contacting Clarus at 3970 Johns Creek Court, Suwanee, Georgia 30024, 770-291-3900.