FORM 8-K

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SCIENT CORP

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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): July 31, 2001

Scient Corporation

(Exact Name of Registrant as Specified in its Charter)

Delaware	000-25893	94-3288107
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(IRS Employer Identification No.)

860 Broadway New York, NY	10003
(Address of Principal Executive Offices)	(Zip Code)

(917) 534-8200

(Registrant's telephone number, including area code)

(Former Name or Former Address, if Changed Since Last Report)

ITEM 5. Other Events.

On July 31, 2001, Scient Corporation ("Scient") and iXL Enterprises, Inc. ("iXL") jointly announced that they entered into an Agreement and Plan of Merger dated July 31, 2001 (the "Merger Agreement"), which sets forth the terms and conditions of a proposed business combination of Scient and iXL.

A copy of the Merger Agreement among India-Sierra Holdings, Inc. ("Parent"), iXL, Scient, India Merger Sub, Inc., and Sierra Merger Sub, Inc. is attached hereto as Exhibit 2.1 and made a part hereof. A copy of the press release entitled "Scient and iXL Enterprises Agree to Combine to Expand the Scope and Impact of their Services", which was jointly issued by Scient and iXL on July 31, 2001, is attached hereto as Exhibit 99.1 and made a part hereof. A copy of a Voting Agreement between iXL and certain stockholders of Scient dated July 31, 2001 is attached hereto as Exhibit 99.2 and made a part hereof. A copy of a Voting Agreement between Scient and certain stockholders of iXL dated July 31, 2001 is attached hereto as Exhibit 99.3 and made a part hereof. Copies of the Certificate of Incorporation and Bylaws of Parent (currently named India-Sierra Holdings, Inc.) are attached hereto as Exhibits 99.4 and 99.5 and made a part hereof.

ITEM 7(c). Exhibits.

Exhibit 2.1	Agreement and Plan of Merger dated July 31, 200 among India-Sierra Holdings, Inc., iXL Enterprises, Inc., Scient Corporation, India Merger Sub, Inc., and Sierra Merger Sub, Inc. (schedules and exhibits omitted).
Exhibit 99.1	Press Release dated July 31, 2001.
Exhibit 99.2	Scient Voting Agreement dated July 31, 2001 among iXL Enterprises, Inc. and certain stockholders of Scient Corporation.
Exhibit 99.3	iXL Voting Agreement dated July 31, 2001 among Scient Corporation and certain stockholders of iXL Enterprises, Inc.
Exhibit 99.4	Certificate of Incorporation of Parent (currently named India-Sierra Holdings, Inc.)
Exhibit 99.5	Bylaws of Parent (currently named India-Sierra Holdings, Inc.)

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.

Dated: August 3, 2001

SCIENT CORPORATION

By: /s/ Michael J. Hand

Name: Michael J. Hand
Title: VP Corp. Controller

Exhibit 2.1

AGREEMENT AND PLAN OF MERGER

DATED JULY 31, 2001

AMONG

INDIA-SIERRA HOLDINGS, INC.,

iXL ENTERPRISES, INC.,

SCIENT CORPORATION,

INDIA MERGER SUB, INC.,

AND

SIERRA MERGER SUB, INC.

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AGREEMENT AND PLAN OF MERGER (this "Agreement") entered into on this 31st day of July 2001, by and among INDIA-SIERRA HOLDINGS, INC., a Delaware corporation ("Holdco"), IXL ENTERPRISES, INC., a Delaware corporation ("iXL"), SCIENT CORPORATION, a Delaware corporation ("Scient"), INDIA MERGER SUB, INC., a Delaware corporation and a direct, wholly owned subsidiary of Holdco ("India Merger Sub"), and SIERRA MERGER SUB, INC., a Delaware corporation and a direct, wholly owned subsidiary of Holdco ("Sierra Merger Sub").

RECITALS

1. The Board of Directors of each of Scient and iXL (each, a "Company," and collectively, the "Companies") deem it fair, advisable and in the best interests of the relevant Company and its stockholders that Scient and iXL engage in a business combination constituting a merger of equals in order to implement and advance the long-term strategic business, prospects, interests and objectives of both Companies;

2. The combination of the Companies shall be effected in accordance with the terms of this Agreement through each of the Mergers and the transactions contemplated thereby;

3. In furtherance thereof, the Board of Directors of each of Scient, iXL, Holdco, India Merger Sub and Sierra Merger Sub has approved this Agreement and the Mergers, upon the terms and subject to the conditions set forth in this Agreement, pursuant to which each share of capital stock of Scient and each share of capital stock of iXL issued and outstanding immediately prior to the Effective Time will be converted into the right to receive shares of capital stock of Holdco as set forth herein;

4. As a condition precedent and inducement to each Company's willingness to enter into this Agreement, certain stockholders of each of Scient and iXL, as applicable, shall each enter into a voting agreement of even date herewith, in the forms of Exhibit A hereto (collectively, the "Voting Agreements"), pursuant to which such stockholders shall agree, among other things, to vote their shares of capital stock in the relevant Company in favor of the adoption of this Agreement; and

5. For purposes of U.S. Federal and state income tax, the parties hereto intend for the Mergers to qualify as reorganizations within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code") and the regulations promulgated thereunder.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth in this Agreement, and intending to be legally bound hereby and thereby, the parties hereto agree as follows:

ARTICLE 1. HOLDING COMPANY AND SUBSIDIARIES

1.1. Organization of Holdco. Scient and iXL have caused Holdco to be organized under the laws of the State of Delaware. The authorized capital stock of

Holdco consists of 500,000,000 shares of common stock, par value $0.0001 per share (the "Holdco Common Stock"), of which one share has been issued to each

of Scient and iXL, at a price of $100.00 per share, and 10,000,000 shares of preferred stock, par value $0.0001 per share (the "Holdco Preferred Stock"). Scient and iXL shall take, and shall cause Holdco to take, all requisite action to cause the certificate of incorporation of Holdco to be in the form of Exhibit B hereto (the "Holdco Charter"); and the bylaws of Holdco to be in the form of Exhibit C hereto (the "Holdco Bylaws"), in each case, at the Effective Time. At the Effective Time, the Holdco Charter shall be amended to change the name of Holdco to "Scient, Inc."

1.2. Directors and Officers of Holdco. Prior to the Effective Time, the directors and officers of Holdco shall consist of equal numbers of representatives of iXL and Scient as designated and elected by iXL and Scient. iXL and Scient shall take all requisite action to cause the directors and officers of Holdco at the Effective Time to be as provided in Section 6.2, and with such duly constituted committees of the Board as provided in Section 6.2, with each such director and officer to remain in office until his or her successor is duly elected, appointed and qualified in accordance with the Holdco Bylaws.

1.3. Organization of Merger Subsidiaries. Holdco has caused India Merger Sub and Sierra Merger Sub (collectively, the "Merger Subsidiaries") to be organized for the sole purpose of effectuating the Mergers contemplated herein. The authorized capital stock of Sierra Merger Sub consists of 100 shares of common stock, par value $0.01 per share, all of which shares have been issued to Holdco at a price of $1.00 per share. The authorized capital stock of India Merger Sub consists of 100 shares of common stock, par value $0.01 per share, all of which shares have been issued to Holdco at a price of $1.00 per share.

1.4. Actions of Scient and iXL. Scient and iXL, as the holders of all the outstanding shares of Holdco Common Stock, have approved this Agreement and have caused Holdco, as the sole stockholder of each of the Merger Subsidiaries, to adopt this Agreement. Each of Scient and iXL shall cause Holdco, and Holdco shall cause the Merger Subsidiaries, to perform their respective obligations under this Agreement.

ARTICLE 2. THE MERGERS; CERTAIN RELATED MATTERS

2.1. The Mergers. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the Delaware General Corporation Law, as amended (the "DGCL"):

(a) Scient Merger. At the Effective Time, Sierra Merger Sub shall be merged with and into Scient (the "Scient Merger"). Scient shall be the surviving corporation in the Scient Merger and shall continue its corporate existence under the laws of the State of Delaware. As a result of the Scient Merger, Scient shall become a direct, wholly owned subsidiary of Holdco.

(b) iXL Merger. At the Effective Time, iXL shall be merged with and into India Merger Sub (the "iXL Merger"). India Merger Sub shall be the surviving corporation in the iXL Merger and shall continue its corporate existence under the laws of the State of Delaware. At the Effective Time, India Merger Sub shall change its name to iXL Enterprises, Inc. The Scient Merger and the iXL Merger, which shall occur simultaneously, are together referred to herein as the "Mergers."

2.2. Closing. Upon the terms and subject to the conditions set forth in Article 7 and the termination rights set forth in Article 8, the closing of the Mergers (the "Closing") shall take place as promptly as possible after (but in no event later than the second Business Day after) the satisfaction or waiver (subject to applicable law) of the last to occur of the conditions (excluding conditions that, by their nature, cannot be satisfied until the Closing Date) set forth in Article 7, unless this Agreement theretofore has been terminated pursuant to its terms or unless another time or date is agreed to in writing by the parties hereto (the actual time and date of the Closing being referred to herein as the "Closing Date"). The Closing shall be held at the offices of Greenberg Traurig, LLP, The MetLife Building, 200 Park Avenue, New York, New York, 10166, unless another place is agreed to in writing by the parties hereto.

2.3. Effective Time. As soon as practicable following the satisfaction or waiver (subject to applicable law) of the conditions set forth in Article 7, at the Closing the parties shall file the Certificates of Merger with the Secretary of State of the State of Delaware in such form as is required by and executed and acknowledged in accordance with the relevant provisions of the DGCL and make all other filings or recordings required under the DGCL. The Mergers shall become effective at (i) the date and time each of the certificate of merger relating to the Scient Merger and the certificate of merger relating to the iXL Merger (collectively, the "Certificates of Merger") are duly filed with the Secretary of State of the State of Delaware, or (ii) such subsequent time as the Companies shall agree and as shall be specified in the respective Certificates of Merger; provided, however that the Mergers shall become effective at the same time (such time as the Mergers become effective being referred to herein as the "Effective Time").

2.4. Effect of the Mergers. At and after the Effective Time, the Mergers shall have the effects set forth in the DGCL, including Section 259 thereof.

2.5. Charter and Bylaws.

(a) Certificate of Incorporation for Sierra Merger Sub. The certificate of incorporation of Sierra Merger Sub in effect immediately prior to the Effective Time, as set forth in the form of Exhibit D hereto (the "Sierra Merger Sub Certificate"), shall be the certificate of incorporation of the surviving corporation in the Scient Merger, until thereafter amended as

provided by law.

(b) Certificate of Incorporation for India Merger Sub. The certificate of incorporation of India Merger Sub in effect immediately prior to the Effective Time, as set forth in the form of Exhibit E hereto (the "India Merger Sub Certificate"), shall be the Certificate of Incorporation of the surviving corporation in the iXL Merger, until thereafter amended as provided by law.

(c) Bylaws of Sierra Merger Sub. The bylaws of Sierra Merger Sub in effect immediately prior to the Effective Time, as set forth in the form of Exhibit F hereto (the "Sierra Merger Sub Bylaws"), shall be the bylaws of the surviving corporation in the Scient Merger, until thereafter amended in accordance with the Sierra Merger Sub Certificate and as provided by law.

(d) Bylaws of India Merger Sub. The bylaws of India Merger Sub in effect immediately prior to the Effective Time, as set forth in the form of Exhibit G hereto (the "India Merger Sub Bylaws"), shall be the bylaws of the surviving corporation in the iXL Merger, until thereafter amended in accordance with the India Merger Sub Certificate and as provided by law.

2.6. Officers and Directors. The officers of Scient immediately prior to the Effective Time shall be the officers of the surviving corporation in the Scient Merger, until their respective successors are duly appointed and qualified. The officers of iXL immediately prior to the Effective Time shall be the officers of the surviving corporation in the iXL Merger, until their respective successors are duly appointed and qualified. The directors of Sierra Merger Sub immediately prior to the Effective Time shall be the directors of the surviving corporation in the Scient Merger, until their respective successors are duly elected and qualified. The directors of India Merger Sub immediately prior to the Effective Time shall be the directors of the surviving corporation in the iXL Merger, until their respective successors are duly elected and qualified.

2.7. Effect of Scient Merger on Scient Common Stock. At the Effective Time, by virtue of the Scient Merger and without any action on the part of the holder of any shares of Scient's common stock, par value $0.0001 ("Scient Common Stock") or any shares of capital stock of Sierra Merger Sub :

(a) Capital Stock of Sierra Merger Sub. Each issued and outstanding share of common stock, par value $0.01 per share, of Sierra Merger Sub shall be converted into the right to receive one fully paid and nonassessable share of common stock, par value

$0.0001 per share, of the surviving corporation in the Scient Merger.

(b) Cancellation of Treasury Stock. Each share of Scient Common Stock issued and owned or held by Scient, Holdco or any subsidiary of Scient or Holdco shall cease to be outstanding and shall be canceled and retired, and no consideration shall be delivered in exchange therefor.

(c) Conversion of Scient Common Stock. Subject to Section 3.5, each issued and outstanding share of Scient Common Stock (other than shares to be canceled and retired in accordance with Section 2.7(b)), including the associated rights to purchase Scient's Series A Junior Participating Preferred Stock (each, a "Right" and collectively, the "Rights"), distributed as a dividend to holders of record of Scient Common Stock on July 31, 2000, pursuant to that certain Rights Agreement dated July 18, 2000, between Scient and U.S. Stock Transfer Corporation, as Rights Agent (the "Rights Agreement"), shall be converted into the right to receive such number of fully paid and nonassessable shares of Holdco Common Stock (the "Scient Merger Consideration") equal to the quotient obtained by dividing (x) 1.24 by (y) the Adjustment Factor (the "Scient Exchange Ratio").

As a result of the Scient Merger and without any action on the part of the holders, at the Effective Time all shares of Scient Common Stock shall cease to be outstanding and shall be canceled and retired and shall cease to exist, and each holder of a certificate that immediately prior to the Effective Time represented any such shares of Scient Common Stock (such certificate or other evidence of ownership of certificated or uncertificated shares of Scient Common Stock, a "Scient Certificate") shall thereafter cease to have any rights with respect to such shares of Scient Common Stock, except the right (subject to Section 2.7(b)) to receive the applicable Scient Merger Consideration with respect thereto and any cash in lieu of fractional shares as provided in Section 3.5.

2.8. Effect of Scient Merger on Scient Stock Options and Restricted Stock.

(a) 1999 Equity Incentive Plan. At the Effective Time, all options and other rights to purchase Scient Common Stock (the "Scient 99 Options") pursuant to Scient's 1999 Equity Incentive Plan, as amended (the "Scient 99 Plan"), shall expire pursuant to Section 11.3(d) of the Scient 99 Plan; provided, however, all unvested Scient 99 Options shall accelerate and vest prior to the Effective Time. The Board of Directors of Scient shall take all actions necessary pursuant to Section 11.3 of the Scient 99 Plan

to cause the expiration of the Scient 99 Options as contemplated in this Section 2.8(a).

(b) 1997 Stock Plan. At the Effective Time, all options and other rights to purchase Scient Common Stock (the "Scient 97 Options") pursuant to Scient's 1997 Stock Plan, as amended (the "Scient 97 Plan"), shall be cancelled pursuant to Section 8(b)(iv) of the Scient 97 Plan; provided however, all unvested Scient 97 Options shall accelerate and vest prior to the Effective Time and all repurchase

rights with respect to all shares of Scient Common Stock acquired under the Scient 97 Plan shall terminate. The Board of Directors of Scient shall take all actions necessary pursuant to Section 8(b) of the Scient 97 Plan to cause the cancellation of the Scient 97 Options as contemplated in this Section 2.8(b).

(c) 2000 Stock Plan. At the Effective Time, all options and other rights to purchase Scient Common Stock (the "Scient 2000 Options," together with the Scient 99 Options and the Scient 97 Options, the "Scient Options") pursuant to Scient's 2000 Stock Plan (the "Scient 2000 Plan," together with the Scient 99 Plan and the Scient 97 Plan, the "Scient Plans"), shall be cancelled pursuant to Section 8.3(d) of the Scient 2000 Plan; provided, however, all unvested Scient 2000 Options shall accelerate and vest prior to the Effective Time. The Board of Directors of Scient shall take all actions necessary pursuant to Section 8.3 of the Scient 2000 Plan to cause the cancellation of the Scient 2000 Options as contemplated in this Section 2.8(c).

(d) Stock Purchase Plan. Promptly following the date hereof, the Board of Directors of Scient shall take such actions as necessary to terminate Scient's 1999 Employee Stock Purchase Plan (the "Scient Purchase Plan"), pursuant to Section 14 thereof; provided, however, such termination shall be conditioned upon the consummation of the Scient Merger and shall be made effective as of the Effective Time. At the sole discretion of the Board of Directors of Scient, Scient shall provide to each participant of the Scient Purchase Plan notice of such termination and the balance then credited to each such participant's account shall be distributed as soon as reasonably practicable following the Effective Time, without interest.

2.9. Effect of iXL Merger on iXL Common Stock. At the Effective Time, by virtue of the iXL Merger and without any action on the part of the holder of any shares of iXL's common stock, par value $0.01 ("iXL Common Stock") or any

shares of capital stock of India Merger Sub:

(a) Capital Stock of India Merger Sub. Each share of common stock, par value $0.01 per share of India Merger Sub ("India Merger Sub Common Stock") shall remain outstanding and each certificate therefor shall continue to evidence one fully paid and non-assessable share of India Merger Sub Common Stock.

(b) Cancellation of Treasury Stock. Each share of iXL Common Stock issued and owned or held by iXL, Holdco or any subsidiary of Holdco shall cease to be outstanding and shall be canceled and

retired, and no consideration shall be delivered in exchange therefor.

(c) Conversion of iXL Common Stock. Subject to Section 3.5, each issued and outstanding share of iXL Common Stock (other than shares to be canceled and retired in accordance with Section 2.9(b)) shall be converted into the right to receive such number of fully paid and non-assessable shares of Holdco Common Stock (the "iXL Merger Consideration" and, together with the Scient Merger Consideration, the "Merger Consideration") equal to the quotient obtained by dividing (x) 1.00 by (y) the Adjustment Factor (the "iXL Exchange Ratio").

As a result of the iXL Merger and without any action on the part of the holders of any shares of iXL Common Stock, at the Effective Time all shares of iXL Common Stock shall cease to be outstanding and shall be canceled and retired and shall cease to exist, and each holder of a certificate which immediately prior to the Effective Time represented any such shares of iXL Common Stock (an "iXL Certificate" and, together with the Scient Certificates, the "Certificates") shall thereafter cease to have any rights with respect to such shares of iXL Common Stock, except the right (subject to Section 2.9(b)) to receive the applicable iXL Merger Consideration with respect thereto and any cash in lieu of fractional shares as provided in Section 3.5.

2.10. Effect of iXL Merger on iXL Stock Options.

(a) 1996 Plan. At the Effective Time, all options and other rights to purchase iXL Common Stock (the "96 Options") pursuant to iXL's 1996 Stock Option Plan, as amended (the "96 Plan"), whether or not then vested or exercisable, shall terminate pursuant to Section 4.2(b) of the 96 Plan and be forfeited. To the extent applicable, prior to the date on which the shareholders of iXL approve the iXL Merger, the Board of Directors of iXL shall determine, pursuant to Section 4.4 of the

96 Plan, that none of the 96 Options shall accelerate as a result of the iXL Merger or any of the transactions contemplated thereby.

(b) Tessera Plan. At the Effective Time, all options and other rights to purchase iXL Common Stock (the "Tessera Options") pursuant to iXL's Tessera 1995 Stock Option Plan, as amended (the "Tessera Plan"), whether or not then vested or exercisable, shall terminate pursuant to Section 16(a)(ii) of the Tessera Plan and be forfeited, provided, however, all unvested Tessera Options shall accelerate and vest prior to the Effective Time. The Board of Directors of iXL shall provide notice thereof to the holders of the Tessera Options and shall take all actions necessary pursuant to Section 16 of the Tessera Plan to cause the termination of the Tessera Options as contemplated in this Section 2.10(b).

(c) 1998 Plan. At the Effective Time, all options and other rights to purchase iXL Common Stock (the "98 Options") pursuant to iXL's 1998 Non-Employee Stock Option Plan (the "98 Plan"), whether or not then vested or exercisable, shall terminate pursuant to Section 4.2(b) of the 98 Plan and be forfeited. The Board of Directors of iXL shall not accelerate or cause to become exercisable any of the 96 Options pursuant to Section 4.4 thereof as a result of the iXL Merger or the transactions contemplated thereby.

(d) 1999 Plans. At the Effective Time, Holdco shall cause all of its options and other rights to purchase iXL Common Stock (the "99 Options," and together with the 96 Options, the Tessera Options, and the 98 Options, the "iXL Stock Options") pursuant to each of iXL's 1999 Employee Stock Option Plan, as amended and 1999B Employee Stock Option Plan, each as amended (collectively, the "99 Plans," and together with the 96 Plan, the Tessera Plan, and the 98 Plan, the "iXL Stock Plans"), whether or not then vested or exercisable, and to the extent (and only to the extent) they do not terminate by their terms at the Effective Time, to be exchanged for an option to purchase shares of Holdco Common Stock (the "Holdco Stock Options") on the same terms and conditions as were applicable under the 99 Option, (i) in an amount equal to the product obtained by multiplying the number of shares of iXL Common Stock issuable upon exercise of the respective 99 Options by the iXL Exchange Ratio, rounded, if necessary, down to the nearest whole share, and (ii) at a price per share (rounded up to the nearest 1/100th of a percent) equal to the per share exercise price under the respective 99 Options

divided by the iXL Exchange Ratio; provided, however, that in the case of any 99 Option intended to be an incentive stock option under Section 422 of the Code, the foregoing shall be adjusted if and to the extent necessary to preserve the status of such options as incentive stock options.

(e) Stock Purchase Plan. Promptly following the date hereof, the Board of Directors shall take such actions as necessary to terminate iXL's 2000 Employee Stock Purchase Plan (the "iXL Purchase Plan"), pursuant to Section 8.2 thereof; provided, however, such termination shall be conditioned upon the consummation of the iXL Merger and shall be made effective as of the Effective Time. iXL shall provide to each Participant (of the iXL Purchase Plan) notice of such termination and the balance then credited to each Participant's Contribution Account (as defined in the iXL Purchase Plan) shall be distributed as soon as practicable following the Effective Time, without interest.

2.11. iXL Warrants. Prior to the Effective Time, Holdco shall take all action necessary to assume as of the Effective Time all warrants to purchase shares of iXL

Common Stock outstanding immediately prior to the Effective Time, in accordance with the terms thereof, and shall take all requisite actions consistent therewith, including the reservation and issuance of shares of Holdco Common Stock sufficient to cover the exercise, in full, of such warrants.

2.12. Certain Adjustments. If, between the date of this Agreement and the Effective Time (and as permitted by Sections 5.1 and 5.2), the outstanding shares of iXL Common Stock or the outstanding shares of Scient Common Stock shall have been increased, decreased, changed into or exchanged for a different number of shares or different class or series, in any such case, by reason of any reclassification, recapitalization, stock split, split-up, subdivision, combination or exchange of shares, or a stock dividend or dividend payable in any other securities shall be declared with a record date from and after the date of this Agreement and prior to the Effective Time, or if any similar event shall have occurred, the applicable Merger Consideration shall be appropriately and proportionately adjusted to provide to the holders of Scient Common Stock, as applicable, and iXL Common Stock the same economic effect as contemplated by this Agreement prior to such event.

ARTICLE 3. EXCHANGE OF CERTIFICATES

3.1. Exchange Fund. Prior to the Effective Time, iXL and Scient shall cause Holdco to appoint a mutually acceptable commercial bank or trust company

with assets in excess of $500,000,000 to act as exchange agent hereunder for the purpose of exchanging Certificates for the applicable Merger Consideration (the "Exchange Agent"). At or prior to the Effective Time, Holdco shall deposit with the Exchange Agent, in trust for the benefit of holders of shares of Scient Common Stock and iXL Common Stock, Certificates representing the shares of the Holdco Common Stock issuable in the Mergers pursuant to Sections 2.7 and 2.9. Holdco agrees to make available to the Exchange Agent from time to time as needed, cash sufficient to pay cash in lieu of fractional shares pursuant to Section 3.5. Any cash and certificates representing Holdco Common Stock deposited with the Exchange Agent shall hereinafter be referred to as the "Exchange Fund."

3.2. Exchange Procedures. Promptly after the Effective Time, Holdco shall cause the Exchange Agent to mail to each holder of a Certificate (i) a letter of transmittal that shall specify that delivery shall be effected, and risk of loss and title to the Certificates shall pass, only upon proper delivery of the Certificates to the Exchange Agent, and which letter shall be in customary form and have such other provisions as iXL or Scient may reasonably specify (such letter to be reasonably acceptable to Scient and iXL prior to the Effective Time), and (ii) instructions for effecting the surrender of such Certificates in exchange for the applicable Merger Consideration, together with any cash in lieu of fractional shares. Upon surrender of a Certificate to the Exchange Agent together with such letter of transmittal, duly executed and completed in accordance with the instructions thereto, and such other documents as may reasonably be required by the Exchange Agent, the holder of such Certificate shall be entitled to receive in exchange therefor (A) such shares of Holdco Common Stock (which, at Holdco's option, shall be in uncertificated book-entry form unless a physical certificate is requested or is otherwise

required by applicable law) representing, in the aggregate, the whole number of shares that such holder has the right to receive pursuant to Section 2.7 or 2.9 (after taking into account all shares of Scient Common Stock and iXL Common Stock then held by such holder), and (B) a check in the amount equal to the cash that such holder has the right to receive in lieu of any fractional shares of Holdco Common Stock pursuant to Section 3.5. No interest will be paid or will accrue on any cash payable pursuant to Section 3.5. If any portion of the Merger Consideration is to be paid to a Person other than the Person in whose name the Certificate is registered, it shall be a condition to such payment that the Certificate so surrendered shall be properly endorsed or otherwise be in proper form for transfer and that the Person requesting such payment shall pay to the Exchange Agent any transfer or other taxes required as a result of such payment to a Person other than the registered holder of such Certificate or establish to the satisfaction of the Exchange Agent that such tax has been paid or is not payable.

3.3. Dividends. No dividends, interest or other distributions with respect

to securities of Holdco shall be paid to the holder of any unsurrendered Certificates until such Certificates are surrendered as provided in this Article 3. Upon such surrender, there shall be paid, without interest, to the Person in whose name the securities of Holdco have been registered, all dividends, interest and other distributions payable in respect of such securities on a date subsequent to, and in respect of a record date after, the Effective Time.

3.4. No Further Ownership Rights in Stock. All shares of Holdco Common Stock issued and cash paid upon conversion of shares of Scient Common Stock or iXL Common Stock in accordance with the terms of Article 2 and this Article 3 (including cash in lieu of fractional shares paid pursuant to Section 3.5) shall be deemed to have been issued and paid in full satisfaction of all rights pertaining to the shares of Scient Common Stock and iXL Common Stock, as applicable.

3.5. No Fractional Shares of Holdco Common Stock.

(a) No certificates or scrip or shares of Holdco Common Stock representing fractional shares of Holdco Common Stock or any interests therein or rights thereto or book-entry credit of the same shall be issued upon the surrender for exchange of Certificates and such fractional share interests will not entitle the owner thereof to vote or to have any rights of a stockholder of Holdco or a holder of shares of Holdco Common Stock.

(b) Notwithstanding any other provision of this Agreement, each holder of shares of Scient Common Stock or iXL Common Stock exchanged pursuant to the Mergers who otherwise would have been entitled to receive a fraction of a share of Holdco Common Stock (determined after taking into account all Certificates delivered by such holder) shall receive, in lieu thereof, cash (without any interest thereon) in an amount equal to the product of (x) such fractional part of a share of Holdco Common Stock, and

(y) the closing sale price for a share of Holdco Common Stock as reported on the Nasdaq Stock Market on the trading day next following the date on which the Effective Time occurs. As promptly as practicable after the determination of the amount of such cash, if any, to be paid to holders of fractional share interests, the Exchange Agent shall so notify Holdco, and Holdco shall deposit such amount with the Exchange Agent and shall cause the Exchange Agent to forward payments to such holders of fractional share interests subject to and in accordance with the terms hereof.

3.6. Termination of Exchange Fund. Any portion of the Exchange Fund which remains undistributed to the holders of Certificates for six months after the Effective Time shall, at Holdco's request, be delivered to Holdco or otherwise on the written instruction of Holdco, and holders of Certificates who have not theretofore complied with this Article 3 shall after such delivery look only to Holdco for the Merger Consideration with respect to the shares of Scient Common Stock or iXL Common Stock, as applicable, formerly represented thereby to which such holders are entitled pursuant to Sections 2.7, 2.9 and 3.2, and any cash in lieu of fractional shares of Holdco Common Stock to which such holders are entitled pursuant to Section 3.5. Any such portion of the Exchange Fund remaining unclaimed by holders of shares of Scient Common Stock or iXL Common Stock immediately prior to such time as such amounts would otherwise escheat to or become property of any Governmental Entity shall, to the extent permitted by law, become the property of Holdco, free and clear of any claims, liens or interests of any Person previously entitled thereto.

3.7. No Liability. Notwithstanding any provision of this Agreement to the contrary, none of Holdco, iXL, India Merger Sub, Scient, Sierra Merger Sub or the Exchange Agent shall be liable to any Person in respect of any Merger Consideration or cash in lieu of fractional shares delivered to a public official pursuant to any applicable abandoned property, escheat or similar law.

3.8. Investment of the Exchange Fund. The Exchange Agent shall invest any cash included in the Exchange Fund as directed by Holdco on a daily basis; provided that no such investment or loss thereon shall affect the amounts payable to holders of Scient Common Stock or iXL Common Stock pursuant to Article 2 and the provisions of this Article 3. Any interest and other income resulting from such investments shall promptly be paid to Holdco.

3.9. Lost Certificates. If any Certificate shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the Person claiming such Certificate to be so lost, stolen or destroyed and, if required by Holdco, the posting by such Person of a bond or other collateral security in such reasonable amount as Holdco may direct as indemnity against any claim that may be made against it with respect to such Certificate, the Exchange Agent will deliver in exchange for such lost, stolen or destroyed Certificate the applicable Merger Consideration with respect to the shares of Scient Common Stock or iXL Common Stock, as applicable, formerly represented thereby, any cash in lieu of fractional shares of Holdco Common Stock, and any unpaid

dividends and distributions on shares of Holdco Common Stock deliverable in respect thereof, pursuant to this Agreement.

3.10. Further Assurances. At and after the Effective Time, the officers and directors of Holdco will be authorized to execute and deliver, in the name

and on behalf of iXL, India Merger Sub, Scient or Sierra Merger Sub, any deeds, bills of sale, assignments or assurances and to take and do, in the name and on behalf of iXL, India Merger Sub, Scient or Sierra Merger Sub, any other actions and things to vest, perfect or confirm of record or otherwise in Holdco and/or India Merger Sub, as the case may be, any and all right, title and interest in, to and under any of the rights, properties or assets acquired or to be acquired by Holdco and/or India Merger Sub, as the case may be, as a result of or in connection with the Mergers.

3.11. Stock Transfer Books. The stock transfer books of Scient and iXL shall be closed immediately upon the Effective Time and there shall be no further registration of transfers of shares of Scient Common Stock or iXL Common Stock thereafter on the records of Scient or iXL. On and after the Effective Time, all Certificates presented to the Exchange Agent or Holdco for any reason shall be converted into the right to receive the applicable Merger Consideration with respect to the shares of Scient Common Stock or iXL Common Stock formerly represented thereby (including any cash in lieu of fractional shares of Holdco Common Stock to which the holders thereof are entitled pursuant to Section 3.5).

ARTICLE 4. REPRESENTATIONS AND WARRANTIES

4.1. Representations and Warranties of iXL. Except as disclosed in the iXL Filed SEC Reports or as set forth in the iXL Disclosure Schedule delivered by iXL to Scient prior to the date hereof (the "iXL Disclosure Schedule"), iXL represents and warrants to Scient as follows:

(a) Organization, Standing and Power; Subsidiaries.

(i) Each of iXL and its Subsidiaries is a corporation or other organization duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization, has the requisite power and authority to own, lease and operate its properties and to carry on its business as now being conducted, except where the failure to be so organized, existing and in good standing or to have such power and authority, individually or in the aggregate, does not have, and would not reasonably be expected to have, a Material Adverse Effect on iXL, and is duly qualified and in good standing to do business in each jurisdiction in which the nature of its business or the ownership or leasing of its properties makes such qualification necessary other than in such jurisdictions

where the failure so to qualify or to be in good standing,

individually or in the aggregate, does not have, and would not reasonably be expected to have a Material Adverse Effect on iXL. The copies of the certificate of incorporation and bylaws of iXL and its Subsidiaries which were previously furnished or made available to Scient are true, complete and correct copies of such documents as in effect on the date of this Agreement.

(ii) Exhibit 21.1 to iXL's Annual Report on Form 10-K for the fiscal year ended December 31, 2000, includes all the Subsidiaries of iXL which as of the date of this Agreement are "Significant Subsidiaries" (as defined in Rule 1-02 of Regulation S-X of the Securities and Exchange Commission (the "SEC")). All the outstanding shares of capital stock of, or other equity and ownership interests in, each such Significant Subsidiary have been validly issued and are fully paid and nonassessable and, except as set forth in such Exhibit 21.1, are owned directly or indirectly by iXL, free and clear of all pledges, claims, liens, charges, encumbrances and security interests of any kind or nature whatsoever (collectively "Liens") and free of all restrictions (including restrictions on the right to vote, sell or otherwise dispose of such capital stock or other ownership interests), except for restrictions imposed by applicable U.S. Federal securities laws.

(b) Capital Structure.

(i) The authorized capital stock of iXL consists of (A) 200,000,000 shares of iXL Common Stock, of which 96,775,370 shares were outstanding on July 17, 2001, and (B) 5,000,000 shares of Preferred Stock, par value $0.01 per share, none of which are outstanding. All issued and outstanding shares of the capital stock of iXL have been duly authorized and are validly issued, fully paid and nonassessable, and free of preemptive rights. At the date hereof there are no options, warrants or other rights to acquire any shares of capital stock from iXL, other than (y) the iXL Stock Options representing in the aggregate the right to purchase approximately 19,000,000 shares of iXL Common Stock pursuant to the iXL Stock Plans and (z) the right to acquire from iXL 3,595,000 shares of iXL Common Stock pursuant to those certain Warrants disclosed in Section 4.1(b) of the iXL Disclosure Schedule (collectively, the "iXL Warrants").

(ii) No bonds, debentures, notes or other indebtedness of iXL having the right to vote on any matters on which holders of capital stock of iXL may vote ("iXL Voting Debt") are issued or outstanding.

(iii) Except as otherwise set forth in this Section 4.1(b) or in Section 4.1(b) of the iXL Disclosure Schedule, there are no securities, options, warrants, calls, puts, rights, commitments, agreements, plans, contracts, arrangements or undertakings of any kind to which iXL or any of its Subsidiaries is a party or by which any of them is bound obligating iXL or any of its Subsidiaries to issue, deliver or sell, or cause to be issued, delivered or sold, additional shares of capital stock or other voting securities of iXL or any of its Subsidiaries or obligating iXL or any of its Subsidiaries to issue, grant, extend or enter into any such security, option, warrant, call, put, right, commitment, agreement, plan, contract, arrangement or undertaking. Except as disclosed in Section 4.1(b) of the iXL Disclosure Schedule, there are no outstanding obligations of iXL or any of its Subsidiaries to purchase, redeem or otherwise acquire any shares of capital stock of iXL or any of its Subsidiaries.

(c) Authority; No Conflicts.

(i) iXL has all requisite corporate power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, subject in the case of the consummation of the iXL Merger to the adoption of this Agreement by the Required iXL Vote. The execution and delivery of this Agreement and the consummation by iXL of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of iXL and no other corporate proceedings on the part of iXL are necessary to authorize the execution and delivery by iXL of this Agreement or to consummate the iXL Merger and the other transactions contemplated hereby, subject in the case of the consummation of the iXL Merger to the adoption of this Agreement by the Required iXL Vote. This Agreement has been duly executed and delivered by iXL and constitutes the valid and binding agreement of iXL, enforceable against iXL in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and similar laws relating to or affecting creditors generally or by general equity principles (regardless of whether such

enforceability is considered in a proceeding in equity or at law).

(ii) The execution and delivery of this Agreement by iXL do not, and the consummation by iXL of the iXL Merger and the other transactions contemplated hereby will not conflict with or result in any violation of or constitute a default (with or without notice or lapse of time, or both) under, or give rise to a right of or result by its terms in the termination, amendment, cancellation or acceleration of any right or obligation or the loss of a benefit under or the creation of a Lien, charge, "put" or "call" right or other encumbrance on or the loss of any assets, including Intellectual Property (any such conflict, violation, default, right of termination, amendment, cancellation or acceleration, loss or creation, a "Violation"), pursuant to: (A) any provision of the certificate of incorporation or bylaws or similar organizational document of iXL or any Significant Subsidiary of iXL, or (B) except as set forth in Section 4.1(c) of the iXL Disclosure Schedule and, except with respect to employee stock options and other awards, and (1) as, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect on iXL, or (2) would not prevent or materially delay the consummation of the Mergers, subject to obtaining or making the consents, waivers, approvals, orders, authorizations, registrations, declarations and filings referred to in clause (iii) of this Section 4.1(c), any loan or credit agreement, note, mortgage, bond, indenture, deed, lease, benefit plan, or any other agreement, obligation, instrument, permit, concession, franchise, license, judgment, order, decree, statute, law, ordinance, rule or regulation applicable to iXL or any Subsidiary of iXL or their respective properties or assets.

(iii) No consent, approval, order or authorization of, or registration, declaration or filing with, any supranational, national, state, municipal, local or foreign government, any instrumentality, subdivision, court, administrative agency or commission or other authority thereof, or any quasi-governmental or private body exercising any regulatory, taxing, importing or other governmental or quasi-governmental authority (a "Governmental Entity") or any other Person is required by or with respect to iXL or any Subsidiary of iXL in connection with the execution and delivery of this Agreement by iXL or the consummation by iXL of the iXL Merger and the other transactions

contemplated hereby, except for those required under or in relation to (A) the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act"), (B) state securities or "blue sky" laws (the "Blue Sky Laws"), (C) the Securities Act of 1933, as amended (the "Securities Act"), (D) the Securities Exchange Act of 1934, as amended (the "Exchange Act"), (E) the DGCL with respect to the filing of the Certificates of Merger, (F) the rules and regulations of Nasdaq, (G) antitrust or other competition laws of other jurisdictions, and (H) such other consents, approvals, orders, authorizations, registrations, declarations and filings the failure of which to make or obtain, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect on iXL. Consents, approvals, orders, authorizations, registrations, declarations and filings required under or in relation to any of the foregoing clauses (A) through (G) are hereinafter referred to as "Necessary Consents".

(d) Minority Interests.

(i) Section 4.1(d) of the iXL Disclosure Schedule lists, as of the date hereof, (A) the name of each Person (other than any Person that is a Subsidiary of iXL) in which iXL or any of its Subsidiaries owns any capital stock or other equity interests (or any securities convertible into or exercisable or exchangeable for, or options or other rights to acquire, any capital stock or other equity interests in, any such Person) (each such Person being hereinafter referred to as an "iXL Minority Interest") and (B) the current percentage ownership interest and, to the knowledge of iXL, the fully diluted percentage ownership interest, in each case of iXL or any of its Subsidiaries therein. Except for the iXL Minority Interests, neither iXL nor any of its Subsidiaries (1) owns any capital stock or other equity interest (or any securities convertible into or exchangeable for, or options or other rights to acquire, any capital stock or other equity interest) in any Third Party or (2) is obligated to make any investment in any Third Party such that such Third Party would become a iXL Minority Interest.

(ii) Section 4.1(d) of the iXL Disclosure Schedule lists each agreement or arrangement (x) between iXL or any of its Subsidiaries, on the one hand, and any iXL Minority Interest or any Person that owns any capital stock or other

equity interests (or any securities convertible into or

exchangeable or exercisable for, or options or other rights to acquire, any such capital stock or other equity interests) in any iXL Minority Interest, on the other hand, and (y) to which iXL or any of its Subsidiaries is a party which (A) has affected or is reasonably likely to affect the ability of Holdco to direct and control iXL's or its Subsidiaries' interest in an iXL Minority Interest after consummation of the Mergers or (B) evidences (1) any commitment (whether or not contingent) for future investment of capital or otherwise to be directly or indirectly made by iXL or any of its Subsidiaries in any iXL Minority Interest or any of its Subsidiaries or (2) any other future liabilities or obligations in respect thereof of iXL or any of its Subsidiaries.

(e) Reports and Financial Statements.

(i) iXL has filed all required registration statements, prospectuses, notifications, reports, schedules, forms, statements and other documents required to be filed by it with the SEC since January 1, 2000, (collectively, including all exhibits and schedules thereto, the "iXL SEC Reports"). Except as set forth in Section 4.1(d) of the iXL Disclosure Schedule, no Subsidiary of iXL is required to file any form, report, registration statement, prospectus or other document with the SEC. As of its filing date (or, if amended or superseded by a filing prior to the date hereof, on the date of such filing), each iXL SEC Report filed pursuant to the Exchange Act did not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein not misleading. Each iXL SEC Report that is a registration statement, as amended or supplemented, if applicable, filed pursuant to the Securities Act, as of the date such registration statement or amendment became effective, did not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading. Each of the financial statements (including the related notes) included in the iXL SEC Reports presents fairly, in all material respects, the consolidated financial position and consolidated results of operations and cash flows of iXL and its consolidated Subsidiaries as of the respective dates or for the

respective periods set forth therein, all in conformity with United States generally accepted accounting principles

("GAAP") consistently applied during the periods and at the respective dates involved except as otherwise noted therein, and subject, in the case of the unaudited interim financial statements, to the absence of notes and normal year-end adjustments that have not been and are not reasonably expected to be material in amount. All of such iXL SEC Reports, at their respective dates (and at the date of any amendment to the respective iXL SEC Report), complied as to form in all material respects with the applicable requirements of the Securities Act and the Exchange Act and the rules and regulations promulgated thereunder.

(ii) Except as disclosed in the iXL SEC Reports filed and publicly available prior to the date hereof (the "iXL Filed SEC Reports"), iXL and its Subsidiaries have not incurred any liabilities that are of a nature that would be required to be disclosed on a balance sheet of iXL and its Subsidiaries or the footnotes thereto prepared in conformity with GAAP, other than (A) liabilities incurred in the ordinary course of business, (B) liabilities incurred in accordance with Section 5.1, (C) liabilities for Taxes, or (D) liabilities that, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect on iXL.

(iii) iXL's aggregate cash, cash equivalents, and short term investments at June 30, 2001, were approximately $25,578,000.00.

(f) Information Supplied.

(i) None of the information supplied or to be supplied by iXL for inclusion or incorporation by reference in (A) the Form S-4 will, at the time the Form S-4 is filed with the SEC, at any time it is amended or supplemented or at the time it becomes effective under the Securities Act or at the Effective Time, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, not misleading, and (B) the Joint Proxy Statement/Prospectus will, on the date it is first mailed to Scient stockholders or iXL stockholders or at the time

of the Scient Stockholders Meeting or the iXL Stockholders Meeting, contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. The Form S-4 and the Joint Proxy Statement/Prospectus will comply when

filed as to form in all material respects with the requirements of the Exchange Act and the Securities Act and the rules and regulations of the SEC thereunder.

(ii) Notwithstanding the foregoing provisions of this Section 4.1(f), no representation or warranty is made by iXL with respect to statements made or incorporated by reference in the Form S-4 or the Joint Proxy Statement/Prospectus based on information supplied in writing by Scient for inclusion or incorporation by reference therein.

(g) Board Approval. The Board of Directors of iXL, by resolutions duly adopted and not subsequently rescinded or modified in any way (the "iXL Board Approval"), has duly (i) determined that this Agreement and the iXL Merger are fair to and in the best interests of iXL and its stockholders and declared the iXL Merger to be advisable, (ii) approved this Agreement, the Voting Agreements and the iXL Merger, and (iii) recommended that the stockholders of iXL adopt this Agreement and directed that such matter be submitted for consideration by iXL's stockholders at the iXL Stockholders Meeting.

(h) Anti-Takeover Statutes Not Applicable. iXL has taken (or caused to have been taken) and has done (or caused to have been done) all actions and things necessary to make this Agreement and the Mergers contemplated herein exempt from and not otherwise subject to any "control share acquisition," "business combination," "interested stockholder," "fair price," "change-in-control," "merger moratorium," "vote sterilization," or other state takeover laws of all jurisdictions applicable to iXL and the iXL Merger (collectively with Section 203 of the DGCL, "State Takeover Laws").

(i) Vote Required. The affirmative vote of the holders of a majority of the outstanding shares of iXL Common Stock to adopt this Agreement (the "Required iXL Vote") is the only vote of the holders of any class or series of iXL capital stock necessary to adopt this Agreement and to consummate the iXL Merger and the other transactions contemplated hereby.

(j) Litigation; Compliance with Laws.

(i) Except as set forth in Section 4.1(j) of the iXL Disclosure Schedule, there are no suits, actions, judgments or proceedings (collectively, "Actions") pending or, to the knowledge of iXL, threatened, against or affecting iXL or any Subsidiary of iXL or any property or asset of iXL or any Subsidiary of iXL which, individually or in the

aggregate, would reasonably be expected to have a Material Adverse Effect on iXL, nor are there any judgments, decrees, injunctions, rules or orders of any Governmental Entity or arbitrator outstanding against iXL or any Subsidiary of iXL which, individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect on iXL.

(ii) Except as, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect on iXL, iXL and its Subsidiaries have been issued and hold all permits, licenses, franchises, variances, exemptions, waivers, orders and approvals of all Governmental Entities which are necessary for the operation of the businesses as now being conducted of iXL and its Subsidiaries, taken as a whole (the "iXL Permits"), and no suspension or cancellation of any of the iXL Permits is pending or, to the knowledge of iXL, threatened. iXL and its Subsidiaries are in compliance with the terms of the iXL Permits, except where the failure to so comply, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect on iXL. Neither iXL nor its Subsidiaries is in violation of, and iXL and its Subsidiaries have not received any notices of violations with respect to, any laws, statutes, ordinances, rules or regulations of any Governmental Entity, except for violations which, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect on iXL.

(k) Absence of Certain Changes or Events. Except as disclosed in Section 4.1(k) of the iXL Disclosure Schedule and for liabilities expressly permitted to be incurred in accordance with this Agreement or directly incidental to the transactions contemplated by the Mergers, since December 31, 2000, iXL and its Subsidiaries have conducted their business only in the

ordinary course and in a manner consistent with past practice and, since such date, there has not been:

(i) any change, circumstance, state of facts or event which, individually or in the aggregate, has had, or reasonably could be expected to have, a Material Adverse Effect on iXL;

(ii) any declaration, setting aside or payment of any dividend or other distribution with respect to any shares of capital stock of iXL, or any repurchase, redemption or other acquisition by iXL or any of its Subsidiaries of any

outstanding shares of capital stock or other securities of, or other ownership interests in, iXL or any of its Subsidiaries;

(iii) any amendment of any material term of any outstanding security of iXL or any of its Subsidiaries;

(iv) any incurrence, assumption or guarantee by iXL or any of its Subsidiaries of any indebtedness for borrowed money;

(v) any creation or other incurrence by iXL or any of its Subsidiaries of any Lien on any material asset other than in the ordinary course of business consistent with past practices;

(vi) any making of any loan, advance or capital contribution to or investment in any Person other than loans, advances or capital contributions to or investments in its wholly-owned Subsidiaries in the ordinary course of business consistent with past practices;

(vii) any transaction or commitment made, or any contract or agreement entered into, by iXL or any of its Subsidiaries relating to its assets or business (including the acquisition or disposition of any assets) or any relinquishment by iXL or any of its Subsidiaries of any contract or other right, in either case, material to iXL and its Subsidiaries, taken as a whole, other than transactions and commitments in the ordinary course of business consistent with past practices and those expressly contemplated by this Agreement;

(viii) any change in any method of accounting, method of tax

accounting or accounting principles or practice by iXL or any of its Subsidiaries, except for any such change required by reason of a concurrent change in GAAP or Regulation S-X under the Exchange Act;

(ix) any (A) grant of any severance or termination pay to (or amendment to any existing arrangement with) any director, officer or employee of iXL or any of its Subsidiaries, (B) increase in compensation, bonus or other benefits payable to any director, officer or employee of iXL or any of its Subsidiaries, other than in the ordinary course of business consistent with past practices, (C) increase in benefits payable under any existing severance or termination pay policies or employment agreements, (D) entering into any employment, deferred compensation or other similar agreement (or any amendment to any such existing

agreement) with any director, officer or employee of iXL or any of its Subsidiaries, or (E) establishment, adoption or amendment (except as required by applicable law) of any collective bargaining, bonus, profit-sharing, thrift, pension, retirement, deferred compensation, compensation, stock option, restricted stock or other benefit plan or arrangement covering any director, officer or employee of iXL or any of its Subsidiaries; or

(x) any material Tax election made or changed, any annual tax accounting period changed, any method of tax accounting adopted or changed, any material amended Tax Returns or claims for material Tax refunds filed, any material closing agreement entered into, any material Tax claim, Audit or assessment settled, or any right to claim a material Tax refund, offset or other reduction in Tax liability surrendered.

(l) Intellectual Property. Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on iXL: (i) iXL and/or each of its Subsidiaries owns, or is licensed to use (in each case, free and clear of any Liens), all Intellectual Property used in or necessary for the conduct of its business as currently conducted; (ii) to the knowledge of iXL, the use of any Intellectual Property by iXL and/or its Subsidiaries does not infringe on or otherwise violate the rights of any Person, (iii) the use of the Intellectual Property is in accordance with subsisting and enforceable licenses pursuant to which iXL or any Subsidiary acquired the right to

use any Intellectual Property; and (iv) to the knowledge of iXL, no Person is challenging, infringing or otherwise violating any right of iXL or any of its Subsidiaries with respect to any Intellectual Property owned by and/or licensed to iXL or its Subsidiaries. At the date of this Agreement, except as would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect on iXL, neither iXL nor any of its Subsidiaries has knowledge of any pending claim, order or proceeding with respect to any Intellectual Property used by iXL and its Subsidiaries and to its knowledge no Intellectual Property owned and/or licensed by iXL or its Subsidiaries is being used or enforced in a manner that would reasonably be expected to result in the abandonment, cancellation or unenforceability of such Intellectual Property.

None of the Intellectual Property or other know-how relating to the business of iXL and/or its Subsidiaries, the value of which to iXL is contingent upon maintenance of the confidentiality thereof has been disclosed by iXL or any of its Affiliates to any Person other

than those Persons who are bound to hold such information in confidence pursuant to confidentiality agreements or by operation of law, except insofar as such disclosures would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on iXL. Neither iXL nor any of its Subsidiaries are party to any contract that restricts or otherwise limits the ability of iXL or such Subsidiary to perform services for any other Person. To the knowledge of iXL, each employee of iXL and its Subsidiaries is a party to an agreement substantially similar to the "iXL Employee Nonsolicitation and Confidentiality Agreement" made available to Scient prior to the date hereof.

(m) Brokers or Finders. Other than First Union Securities, Inc., and Credit Suisse First Boston Corporation, iXL's financial advisors, no agent, broker, investment banker, financial advisor or other firm or Person is or will be entitled to any broker's or finder's fee or any other similar commission or fee in connection with any of the transactions contemplated by this Agreement based upon arrangements made by or on behalf of iXL.

(n) Opinion of iXL Financial Advisor. iXL's Board of Directors has received the opinion of First Union Securities, Inc. dated the date of this Agreement, to the effect that, at such date, the iXL Exchange Ratio is fair, from a financial point of view, to

the holders of iXL Common Stock. A copy of such opinion will be made available to Scient promptly after the date of this Agreement, and such opinion has not been modified or withdrawn.

(o) Taxes. Each of iXL and its Subsidiaries has filed all Tax Returns required to have been filed (or extensions have been duly obtained) and has paid all Taxes required to have been paid by it (or has established in accordance with GAAP an adequate accrual for all material Taxes through the end of the last period for when iXL and its Subsidiaries ordinarily record items on their respective books), except where failure to file such Tax Returns or pay such Taxes would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on iXL. All such Tax Returns are, or will be at the time of filing, true and complete in all material respects. No Audit is pending or threatened with respect to any Tax Returns filed by, or Taxes due from, iXL or any of its Subsidiaries. There is no current deficiency or adjustment for any Taxes proposed, asserted or assessed against the Company or any of its Subsidiaries. There are no material Liens for Taxes upon the assets of the Company or any of its Subsidiaries, except for statutory Liens for current Taxes not yet due and those being contested in good faith. Neither iXL nor any of its Subsidiaries owns an interest in real property in any jurisdiction in which a Tax

is imposed, or the value of the interest is reassessed, on the transfer of an interest in real property and which treats the transfer of an interest in an entity that owns an interest in real property as a transfer of the interest in real property. Neither iXL nor any of its Subsidiaries has taken any action or knows of any fact that is reasonably likely to prevent the Mergers from qualifying as reorganizations within the meaning of Section 368(a) of the Code.

(p) Material Contracts.

(i) Except for the contracts, leases, licenses, commitments, and other instruments (collectively, the "iXL Contracts") specifically disclosed in the iXL SEC Reports filed with the SEC prior to the date of this Agreement, or as disclosed at Section 4.1(p) on the iXL Disclosure Schedule, as of the date hereof, neither iXL nor any of its Subsidiaries is a party to or bound by: (I) any partnership, joint venture or other similar agreement or arrangement (other than any such agreement or arrangement

disclosed in Section 4.1(d) of the iXL Disclosure Schedule) that, if the transactions contemplated thereby were consummated, would result in iXL or any of its Subsidiaries being a partner, member or equity owner or participant of or in any partnership, joint venture, or similar entity or result in an iXL Minority Interest; (II) any agreement relating to indebtedness for borrowed money or the deferred purchase price of property (in either case whether incurred, assumed, guaranteed or secured by an asset); or (III) any agreement containing any provision or covenant limiting in any respect the ability of iXL or any of its Subsidiaries or any Affiliate of iXL or Holdco, Scient or any successor of iXL after the Effective Time to compete in any manner (with respect to the businesses conducted on the date hereof and intended to be conducted after the Effective Time by the parties hereto) with any Person in any geographic area.

(ii) Each iXL Contract specifically disclosed in any iXL SEC Report or required to be disclosed pursuant to this Section 4.1(p) is valid and in full force and effect, except to the extent they have previously expired in accordance with their terms or the failure to so be in full force and effect, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect on iXL. Neither iXL nor any of its Subsidiaries has violated any provision of, or committed or failed to perform any act which with or without notice, lapse of time or both would

constitute a default under the provisions of, any such contract, except in each case for those violations and defaults which, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect on iXL.

(q) Employee Benefits.

(i) Prior to the date hereof, iXL has made available to Scient each "employee benefit plan", as defined in ERISA, and each plan or other arrangement (written or oral) (including employment and severance agreements) providing for compensation, bonuses, profit-sharing, stock option or other equity-related rights or other forms of incentive or deferred compensation, employee loans, vacation benefits, insurance coverage (including any self-insured arrangements), health, medical, dental or vision benefits,

disability benefits, workers' compensation, supplemental unemployment benefits, severance benefits and post-employment or retirement benefits (including compensation, pension, health, medical, or life insurance benefits), in each case which is maintained, administered, or contributed to by iXL or any ERISA Affiliate thereof and covers any employee, director or independent contractor or former employee, director or independent contractor of iXL or any ERISA Affiliate thereof or under which iXL or any ERISA Affiliate thereof has any liability with respect to current or former employees, directors or independent contractors of iXL or any ERISA Affiliate thereof. Copies of such plans or other arrangements (and, if applicable, related trust agreements) and all amendments thereto and written interpretations thereof have been made available to Scient prior to the date hereof together with the most recent annual report (Form 5500 Annual Report including, if applicable, Schedule B thereto) prepared in connection with any such plan or other arrangement. Such plans or other arrangements are referred to collectively as the "iXL Benefit Plans"; provided that a plan or other arrangement with respect to a former employee, director or independent contractor shall constitute an "iXL Benefit Plan" only to the extent that iXL or its ERISA Affiliate has any present or future liability or obligation. An "ERISA Affiliate" of any person means any other person which, together with such person, would be treated as a single employer under Section 414 of the Code. At no time has iXL or any person who from time to time is or was an ERISA Affiliate of iXL ever maintained an employee

benefit plan that is subject to Title IV of ERISA. Section 4.1(q) of the iXL Disclosure Schedule lists each material iXL Benefit Plan.

(ii) Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on iXL, each of the iXL Benefit Plans, and the administration thereof, is, and has been, in compliance with the requirements provided by any and all applicable statutes, orders or governmental rules or regulations currently in effect, including, but not limited to, ERISA and the Code. Each iXL Benefit Plan and its related trust which is intended to qualify under Section 401(a) and Section 501(a) of the Code is so qualified, and nothing has occurred to cause the loss of such qualification. iXL has made

available to Scient copies of the most recent Internal Revenue Service determination letters with respect to each such iXL Benefit Plan, if any. Each iXL Benefit Plan which is intended to be exempt under Section 501(c)(9) or 501(c)(17) of the Code satisfies the requirements for such exemption, so qualifies in form and in operation, and meets, or has satisfied, the requirements of Section 505(c) of the Code and the regulations thereunder.

(iii) Except as set forth in Section 4.1(q) of the iXL Disclosure Schedule, with respect to each iXL Benefit Plan, there are no funded benefit obligations for which contributions have not been made or properly accrued and there are no unfunded benefit obligations which have not been accounted for by reserves, or otherwise properly footnoted in accordance with GAAP, on the iXL SEC Reports, which obligations are reasonably likely, individually or in the aggregate, to have a Material Adverse Effect on iXL.

(iv) Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on iXL, with respect to each iXL Benefit Plan (A) no prohibited transactions as defined in Section 406 of ERISA or Section 4975 of the Code have occurred or are expected to occur as a result of the transactions contemplated by this Agreement, and (B) no action, suit, grievance, arbitration or other manner of litigation, or claim with respect to the assets thereof of any iXL Benefit Plan (other than routine claims for benefits made in the ordinary course of plan administration for which plan administrative review procedures have not been exhausted) is pending, threatened or imminent against or with respect to any of

the iXL Benefit Plans, iXL, any ERISA Affiliate or any fiduciary, as such term is defined in Section 3(21) of ERISA ("Fiduciary"), including but not limited to any -- action, suit, grievance, arbitration or other manner of litigation, or claim regarding conduct that allegedly interferes with the attainment of rights under any iXL Benefit Plans. Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on iXL, none of iXL or its directors, officers, or employees, or any Fiduciary has any liability for failure to comply with ERISA or the Code for any action or failure to act in connection with the administration or

investment of such plans.

(v) No iXL Benefit Plan is a multiemployer plan within the meaning of Section 3(37) of ERISA.

(vi) iXL and its Subsidiaries are in compliance with all federal, state, local and foreign requirements regarding employment, except for any failures to comply that are not reasonably likely, individually or in the aggregate, to have a Material Adverse Effect on iXL. As of the date of this Agreement, there is no labor dispute, strike or work stoppage against iXL or any of its Subsidiaries pending or, to the knowledge of iXL, threatened which may interfere with the business activities of iXL or any of its Subsidiaries, except where such dispute, strike or work stoppage is not reasonably likely, individually or in the aggregate, to have a Material Adverse Effect on iXL.

(vii) Except as set forth in Section 4.1(q) of the iXL Disclosure Schedule, no employee of iXL or any of its Subsidiaries will become entitled to any change-in-control, retirement, severance, retention or similar benefit or enhanced or accelerated benefit or any forgiveness of an outstanding advance or loan as a result of the transactions contemplated hereby (either solely as a result thereof or as a result of such transactions in conjunction with any other event). Without limiting the generality of the foregoing, no amount required to be paid or payable to or with respect to any employee of iXL or any of its Subsidiaries in connection with the transactions contemplated hereby (either solely as a result thereof or as a result of such transactions in conjunction with any other event) will, to the knowledge of iXL or any of its Subsidiaries, be an "excess parachute payment" within the meaning of Section 280G of the Code.

(viii) There has been no amendment to, written interpretation or announcement (whether or not written) by iXL or any of its ERISA Affiliates relating to, or change in participation or coverage under, any iXL Benefit Plan which would increase materially the expense of maintaining such iXL Benefit Plan above the level of the expense incurred in respect thereof for the twelve months ended on June 30, 2001.

(r) Insurance. All material fire, property and casualty, general liability, errors and omissions, business interruption, product

liability, and sprinkler and water damage insurance policies maintained by iXL or any of its Subsidiaries are with reputable insurance carriers, provide full and adequate coverage for all normal risks incident to the businesses of iXL and its Subsidiaries and their respective properties and assets, and are in character and amount at least equivalent to that carried by persons engaged in similar businesses and subject to the same or similar perils or hazards, except for any such failures to maintain insurance policies that, individually or in the aggregate, would not have a Material Adverse Effect on iXL. iXL and each of its Subsidiaries have made any and all payments required to maintain such policies in full force and effect. Except as set forth in Section 4.1(r) of the iXL Disclosure Schedule, neither iXL nor any of its Subsidiaries has received notice of default under any such policy, and has not received written notice, or, to the knowledge of iXL, oral notice of any pending or threatened termination or cancellation, denial of coverage or limitation or reduction of coverage or material premium increase with respect to such policy.

(s) Transactions with Related Persons.

(i) Section 4.1(s) of the iXL Disclosure Schedule sets forth a list of all agreements in effect with Related Persons and not required to be disclosed in the iXL SEC Reports pursuant to Item 404 of Regulation S-K. Except as set forth in Section 4.1(s) of the iXL Disclosure Schedule or the iXL SEC Reports, since December 31, 2000, neither iXL nor any of its Subsidiaries has (I) purchased, leased or otherwise acquired any material property or assets or obtained any material services from, (II) sold, leased or otherwise disposed of any material property or assets or provided any material services to (except with respect to remuneration for services rendered in the ordinary course of business as director, officer or employee of iXL or any of its Subsidiaries), (III) entered into or modified in any manner any contract or other agreement with, or (IV)

borrowed any money from, or made or forgiven any loan or other advance (other than expenses or similar advances made in the ordinary course of business) to, any officer, director, or Affiliate (collectively, "iXL Related Persons"). Prior to the date hereof, iXL has made available to Scient true and complete copies of each contract, arrangement and understanding between iXL or any of its Subsidiaries, on the one hand, and any iXL Related Person,

on the other.

(ii) Except as set forth in Section 4.1(s) of the iXL Disclosure Schedule, (x) the contracts of iXL and its Subsidiaries do not include any material obligation or commitment between iXL or any of its Subsidiaries and any iXL Related Person, (y) the assets of iXL or any of its Subsidiaries do not include any receivable or other obligation or commitment from an iXL Related Person to iXL or any of its Subsidiaries, and (z) the liabilities of iXL and its Subsidiaries do not include any payable or other obligation or commitment from iXL or any of its Subsidiaries to any iXL Related Person.

(iii) Except as set forth in Section 4.1(s) of the iXL Disclosure Schedule, no iXL Related Person is a party to any contract with any customer or supplier of iXL or any of its Subsidiaries that affects in any material manner the business, financial condition or results of operation of iXL or any of its Subsidiaries.

(t) Leased Properties iXL does not own a fee interest in any real property. Section 4.1(t) of the iXL Disclosure Schedule correctly describes all real property which iXL leases as a tenant, subleases (whether as sublandlord or subtenant), or otherwise occupies ("iXL Leased Properties"). iXL has a valid leasehold interest in all iXL Leased Properties.

4.2. Representations and Warranties of Scient. Except as disclosed in the Scient Filed SEC Reports or as - set forth in the Scient Disclosure Schedule delivered by Scient to iXL prior to the execution of this Agreement (the "Scient Disclosure Schedule"), Scient represents and warrants to iXL as follows:

(a) Organization, Standing and Power; Subsidiaries.

(i) Each of Scient and its Subsidiaries is a corporation or other organization duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization, has the requisite power and authority to own, lease and operate its properties and to carry on its

business as now being conducted, except where the failure to be so organized, existing and in good standing or to have such power and authority, individually or in the

aggregate, does not have, and would not reasonably be expected to have, a Material Adverse Effect on Scient, and is duly qualified and in good standing to do business in each jurisdiction in which the nature of its business or the ownership or leasing of its properties makes such qualification necessary other than in such jurisdictions where the failure so to qualify or to be in good standing, individually or in the aggregate, does not have, and would not reasonably be expected to have, a Material Adverse Effect on Scient. The copies of the certificate of incorporation and bylaws of Scient and its Subsidiaries which were previously furnished or made available to iXL are true, complete and correct copies of such documents as in effect on the date of this Agreement.

(ii) Exhibit 21.1 to Scient's Annual Report on Form 10-K for the year ended March 31, 2001, includes all the Subsidiaries of Scient which as of the date of this Agreement are Significant Subsidiaries. All the outstanding shares of capital stock of, or other equity and ownership interests in, each such Significant Subsidiary have been validly issued and are fully paid and nonassessable and, except as set forth in such Exhibit 21.1, are owned directly or indirectly by Scient, free and clear of all Liens and free of all restrictions (including restrictions on the right to vote, sell or otherwise dispose of such capital stock or other ownership interests), except for restrictions imposed by applicable U.S. Federal securities laws.

(b) Capital Structure.

(i) The authorized capital stock of Scient consists of (a) 500,000,000 shares of Scient Common Stock, of which 74,345,915 shares are outstanding on July 26, 2001, and (B) 10,000,000 shares of Preferred Stock, par value $0.0001 per share, of which (1) 100,000 shares have been designated Series A Junior Participating Preferred Stock, of which no shares are outstanding. All issued and outstanding shares of the capital stock of Scient have been duly authorized and are validly issued, fully paid and nonassessable, and free of preemptive rights. At the date hereof, there are no options, warrants or other rights to acquire any shares of capital stock from Scient other than

the Scient Stock Options representing in the aggregate the right to purchase 9,932,261 shares of Scient Common Stock

pursuant to the Scient Stock Plans on June 30, 2001.

(ii) No bonds, debentures, notes or other indebtedness of Scient having the right to vote on any matters on which holders of capital stock of Scient may vote ("Scient Voting Debt") are issued or outstanding.

(iii) Except as otherwise set forth in this Section 4.2(b) or in Section 4.2(b) of the Scient Disclosure Schedule, there are no securities, options, warrants, calls, puts, rights, commitments, agreements, plans, contracts, arrangements or undertakings of any kind to which Scient or any of its Subsidiaries is a party or by which any of them is bound obligating Scient or any of its Subsidiaries to issue, deliver or sell, or cause to be issued, delivered or sold, additional shares of capital stock or other voting securities of Scient or any of its Subsidiaries or obligating Scient or any of its Subsidiaries to issue, grant, extend or enter into any such security, option, warrant, call, put, right, commitment, agreement, plan, contract, arrangement or undertaking. Except as disclosed in Section 4.2(b) of the Scient Disclosure Schedule, there are no outstanding obligations of Scient or any of its Subsidiaries to purchase, redeem or otherwise acquire any shares of capital stock of Scient or any of its Subsidiaries.

(c) Authority; No Conflicts.

(i) Scient has all requisite corporate power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, subject in the case of the consummation of the Scient Merger to the adoption of this Agreement by the Required Scient Vote. The execution and delivery of this Agreement and the consummation by Scient of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of Scient and no other corporate proceedings on the part of Scient are necessary to authorize the execution and delivery by Scient of this Agreement or to consummate the Scient Merger and the other transactions contemplated hereby, subject in the case of the consummation of the Scient Merger to the adoption of this Agreement by the Required Scient Vote. This Agreement has been duly executed and delivered by Scient and constitutes the valid and binding agreement of Scient, enforceable against

Scient in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and similar laws relating to or affecting creditors generally or by general equity principles (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(ii) The execution and delivery of this Agreement by Scient do not, and the consummation by Scient of the Scient Merger and the other transactions contemplated hereby will not, conflict with or result in a Violation pursuant to: (A) any provision of the certificate of incorporation or bylaws or similar organizational document of Scient or any Significant Subsidiary of Scient, or (B) except as set forth in Section 4.2(c) of the Scient Disclosure Schedule and, except with respect to employee stock options and other awards, or (1) as, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect on Scient, or (2) would not prevent or materially delay the consummation of the Mergers, subject to obtaining or making the consents, waivers, approvals, orders, authorizations, registrations, declarations and filings referred to in clause

(iii) of this Section 4.2(c), any loan or credit agreement, note, mortgage, bond, indenture, deed, lease, benefit plan, or any other agreement, obligation, instrument, permit, concession, franchise, license, judgment, order, decree, statute, law, ordinance, rule or regulation applicable to Scient or any Subsidiary of Scient or their respective properties or assets. (iii) No consent, approval, order or authorization of, or registration, declaration or filing with, any Governmental Entity or any other Person is required by or with respect to Scient or any Subsidiary of Scient in connection with the execution and delivery of this Agreement by Scient or the consummation by Scient of the Scient Merger and the other transactions contemplated hereby, except the Necessary Consents and such other consents, approvals, orders, authorizations, registrations, declarations and filings the failure of which to make or obtain, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect on Scient.

(d) Minority Interests.

(i) Section 4.2(d) of the Scient Disclosure Schedule lists, as of the date hereof, (A) the name of each Person (other than

any Person that is a Subsidiary of Scient) in which Scient or any of its Subsidiaries owns any capital stock or other equity interests (or any securities convertible into or exercisable or exchangeable for, or options or other rights to acquire, any capital stock or other equity interests in, any such Person) (each such Person being hereinafter referred to as a "Scient Minority Interest") and (B) the current percentage ownership interest and, to the knowledge of Scient, the fully diluted percentage ownership interest, in each case of Scient or any of its Subsidiaries therein. Except for the Scient Minority Interests, neither Scient nor any of its Subsidiaries (1) owns any capital stock or other equity interest (or any securities convertible into or exchangeable for, or options or other rights to acquire, any capital stock or other equity interest) in any Third Party or (2) is obligated to make any investment in any Third Party such that such Third Party would become a Scient Minority Interest.

(ii) Section 4.2(d) of the Scient Disclosure Schedule lists each agreement or arrangement (x) between Scient or any of its Subsidiaries, on the one hand, and any Scient Minority Interest or any Person that owns any capital stock or other equity interests (or any securities convertible into or exchangeable for, or options or other rights to acquire, any such capital stock or other equity interests) in any Scient Minority Interest, on the other hand, and (y) to which Scient or any of its Subsidiaries is a party which (A) has affected or is reasonably likely to affect the ability of Holdco to direct and control Scient's or its Subsidiaries' interest in a Scient Minority Interest after consummation of the Mergers or (B) evidences (1) any commitment (whether or not contingent) for future investment of capital or otherwise to be directly or indirectly made by Scient or any of its Subsidiaries in any Scient Minority Interest or any of its Subsidiaries or (2) any other future liabilities or obligations in respect thereof of Scient or any of its Subsidiaries.

(e) Reports and Financial Statements.

(i) Scient has filed all required registration statements, prospectuses, notifications, reports, schedules, forms, statements and other documents required to be filed by it with the SEC since January 1, 2000 (collectively, including all exhibits and schedules thereto, the "Scient SEC

Reports"). Except as set forth in Section 4.2(e)(i) of

the Scient Disclosure Schedule, no Subsidiary of Scient is required to file any form, report, registration statement, prospectus or other document with the SEC. As of its filing date (or, if amended or superseded by a filing prior to the date hereof, on the date of such filing), each Scient SEC Report filed pursuant to the Exchange Act did not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, not misleading. Each Scient SEC Report that is a registration statement, as amended or supplemented, if applicable, filed pursuant to the Securities Act, as of the date such registration statement or amendment became effective, did not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading. Each of the financial statements (including the related notes) included in the Scient SEC Reports presents fairly, in all material respects, the consolidated financial position and consolidated results of operations and cash flows of Scient and its consolidated Subsidiaries as of the respective dates or for the respective periods set forth therein, all in conformity with GAAP consistently applied during the periods and at the respective dates involved except as otherwise noted therein, and subject, in the case of the unaudited interim financial statements, to the absence of notes and normal year-end adjustments that have not been and are not reasonably expected to be material in amount. All of such Scient SEC Reports, at their respective dates (and at the date of any amendment to the respective Scient SEC Report), complied as to form in all material respects with the applicable requirements of the Securities Act and the Exchange Act and the rules and regulations promulgated thereunder.

(ii) Except as disclosed in the Scient SEC Reports filed and publicly available prior to the date hereof (the "Scient Filed SEC Reports"), Scient and its Subsidiaries have not incurred any liabilities that are of a nature that would be required to be disclosed on a balance sheet of Scient and its Subsidiaries or the footnotes thereto prepared in conformity with GAAP, other than (A) liabilities incurred in the ordinary course of business, (B) liabilities incurred in accordance with Section 5.2, (C) liabilities

for Taxes, or (D) liabilities that, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect on Scient.

(iii) Scient's cash, cash equivalents, and short term investments at June 30, 2001 were approximately $115,124,000.

(f) Information Supplied.

(i) None of the information supplied or to be supplied by Scient for inclusion or incorporation by reference in (A) the Form S-4 will, at the time the Form S-4 is filed with the SEC, at any time it is amended or supplemented or at the time it becomes effective under the Securities Act or at the Effective Time, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein not misleading, and (B) the Joint Proxy Statement/Prospectus will, on the date it is first mailed to Scient stockholders or iXL stockholders or at the time of the Scient Stockholders Meeting or the iXL Stockholders Meeting, contain any untrue statement of a material fact or omit to state any material fact or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. The Form S-4 and the Joint Proxy Statement/Prospectus will comply when filed as to form in all material respects with the requirements of the Exchange Act and the Securities Act and the rules and regulations of the SEC thereunder.

(ii) Notwithstanding the foregoing provisions of this Section 4.2(f), no representation or warranty is made by Scient with respect to statements made or incorporated by reference in the Form S-4 or the Joint Proxy Statement/Prospectus based on information supplied in writing by iXL for inclusion or incorporation by reference therein.

(g) Board Approval. The Board of Directors of Scient, by resolutions duly adopted and not subsequently rescinded or modified in any way (the "Scient Board Approval"), has duly (i) determined that this Agreement and the Scient Merger are fair to and in the best interests of Scient and its stockholders and declared the Scient Merger to be advisable, (ii) approved this Agreement, the Voting Agreements, and the Scient Merger, and (iii) recommended that

the stockholders of Scient adopt this Agreement and directed that such matter be submitted for consideration by Scient's stockholders at the Scient Stockholders Meeting.

(h) Anti-Takeover Statutes Not Applicable. Scient has taken (or caused to have been taken) and has done (or caused to have been

done) all actions and things necessary to make this Agreement and the Mergers contemplated herein exempt from and not otherwise subject to any State Takeover Laws applicable to Scient and the Scient Merger.

(i) Vote Required. The affirmative vote of the holders of a majority of the outstanding shares of Scient Common Stock to adopt this Agreement (the "Required Scient Vote") is the only vote of the holders of any class or series of Scient capital stock necessary to adopt this Agreement and to consummate the Scient Merger and the other transactions contemplated hereby.

(j) Litigation; Compliance with Laws.

(i) There are no Actions pending or, to the knowledge of Scient, threatened, against or affecting Scient or any Subsidiary of Scient or any property or asset of Scient or any Subsidiary of Scient which, individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect on Scient, nor are there any judgments, decrees, injunctions, rules or orders of any Governmental Entity or arbitrator outstanding against Scient or any Subsidiary of Scient which, individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect on Scient.

(ii) Except as, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect on Scient, Scient and its Subsidiaries have been issued and hold all permits, licenses, franchises, variances, exemptions, waivers, orders and approvals of all Governmental Entities which are necessary for the operation of the businesses as now being conducted of Scient and its Subsidiaries, taken as a whole (the "Scient Permits"), and no suspension or cancellation of any of the Scient Permits is pending or, to the knowledge of Scient, threatened. Scient and its Subsidiaries are in compliance with the terms of the Scient Permits, except where the failure to so comply, individually or in the aggregate, would not

reasonably be expected to have a Material Adverse Effect on Scient. Neither Scient nor its Subsidiaries is in violation of, and Scient and its Subsidiaries have not received any notices of violations with respect to, any laws, statutes, ordinances, rules or regulations of any Governmental Entity, except for violations which, individually or in the aggregate, would

not reasonably be expected to have a Material Adverse Effect on Scient.

(k) Absence of Certain Changes or Events. Except as disclosed in Section 4.2(k) of the Scient Disclosure Schedule and for liabilities expressly permitted to be incurred in accordance with this Agreement or directly incidental to the transactions contemplated by the Mergers, since March 31, 2001, Scient and its Subsidiaries have conducted their business only in the ordinary course and in a manner consistent with past practice and, since such date, there has not been:

(i) any change, circumstance, state of facts or event which, individually or in the aggregate, has had, or reasonably could be expected to have, a Material Adverse Effect on Scient;

(ii) any declaration, setting aside or payment of any dividend or other distribution with respect to any shares of capital stock of Scient, or any repurchase, redemption or other acquisition by Scient or any of its Subsidiaries of any outstanding shares of capital stock or other securities of, or other ownership interests in, Scient or any of its Subsidiaries;

(iii) any amendment of any material term of any outstanding security of Scient or any of its Subsidiaries;

(iv) any incurrence, assumption or guarantee by Scient or any of its Subsidiaries of any indebtedness for borrowed money;

(v) any creation or other incurrence by Scient or any of its Subsidiaries of any Lien on any material asset other than in the ordinary course of business consistent with past practices;

(vi) any making of any loan, advance or capital contribution to or investment in any Person other than loans, advances or capital contributions to or investments in its wholly-owned Subsidiaries in the ordinary course of business consistent with past practices;

(vii) any transaction or commitment made, or any contract or agreement entered into, by Scient or any of its Subsidiaries relating to its assets or business (including the acquisition or disposition of any assets) or any relinquishment by Scient or any of its Subsidiaries of any contract or other

right, in either case, material to Scient and its Subsidiaries, taken as a whole, other than transactions and commitments in the ordinary course of business consistent with past practices and those expressly contemplated by this Agreement;

(viii) any change in any method of accounting, method of tax accounting or accounting principles or practice by Scient or any of its Subsidiaries, except for any such change required by reason of a concurrent change in GAAP or Regulation S-X under the 1934 Act;

(ix) any (A) grant of any severance or termination pay to (or amendment to any existing arrangement with) any director, officer or employee of Scient or any of its Subsidiaries, (B) increase in compensation, bonus or other benefits payable to any director, officer or employee of Scient or any of its Subsidiaries, other than in the ordinary course of business consistent with past practices, increase in benefits payable under any existing severance or termination pay policies or employment agreements, (C) entering into any employment, deferred compensation or other similar agreement (or any amendment to any such existing agreement) with any director, officer or employee of Scient or any of its Subsidiaries, or (D) establishment, adoption or amendment (except as required by applicable law) of any collective bargaining, bonus, profit-sharing, thrift, pension, retirement, deferred compensation, compensation, stock option, restricted stock or other benefit plan or arrangement covering any director, officer or employee

of Scient or any of its Subsidiaries; or

(x) any material Tax election made or changed, any annual tax accounting period changed, any method of tax accounting adopted or changed, any material amended Tax Returns or claims for material Tax refunds filed, any material closing agreement entered into, any material Tax claim, Audit or assessment settled, or any right to claim a material Tax refund, offset or other reduction in Tax liability surrendered.

(l) Intellectual Property. Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on Scient: (i) Scient and/or each of its Subsidiaries owns, or is licensed to use (in each case, free and clear of any Liens), all Intellectual Property used in or necessary for the conduct of its business as currently conducted; (ii) to the knowledge of Scient,

the use of any Intellectual Property by Scient and/or its Subsidiaries does not infringe on or otherwise violate the rights of any Person, (iii) the use of the Intellectual Property is in accordance with subsisting and enforceable licenses pursuant to which Scient or any Subsidiary acquired the right to use any Intellectual Property; and (iv) to the knowledge of Scient, no Person is challenging, infringing or otherwise violating any right of Scient or any of its Subsidiaries with respect to any Intellectual Property owned by and/or licensed to Scient or its Subsidiaries. At the date of this Agreement, except as would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect on Scient, neither Scient nor any of its Subsidiaries has knowledge of any pending claim, order or proceeding with respect to any Intellectual Property used by Scient and its Subsidiaries and to its knowledge no Intellectual Property owned and/or licensed by Scient or its Subsidiaries is being used or enforced in a manner that would reasonably be expected to result in the abandonment, cancellation or unenforceability of such Intellectual Property.

None of the Intellectual Property or other know-how relating to the business of Scient and/or its Subsidiaries, the value of which to Scient is contingent upon maintenance of the confidentiality thereof has been disclosed by Scient or any of its Affiliates to any Person other than those Persons who are bound to hold such information in confidence pursuant to confidentiality agreements or by operation of law, except

insofar as such disclosures would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on Scient. Neither Scient nor any of its Subsidiaries are party to any contract that restricts or otherwise limits the ability of Scient or such Subsidiary to perform services for any other Person. To the knowledge of Scient, each employee of Scient and its Subsidiaries is a party to an agreement substantially similar to the "Scient Employee Nonsolicitation and Confidentiality Agreement" made available to iXL prior to the date hereof.

(m) Brokers or Finders. Other than Thomas Weisel Partners LLC and Morgan Stanley & Co., Incorporation, no agent, broker, investment banker, financial advisor or other firm or Person is or will be entitled to any broker's or finder's fee or any other similar commission or fee in connection with any of the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Scient.

(n) Opinion of Scient Financial Advisor. Scient's Board of Directors has received the opinion of Thomas Weisel Partners LLC dated the

date of this Agreement, to the effect that, at such date, the Scient Exchange Ratio is fair, from a financial point of view, to the holders of Scient Common Stock. A copy of such opinion will be made available to iXL promptly after the date of this Agreement, and such opinion has not been modified or withdrawn.

(o) Taxes. Each of Scient and its Subsidiaries has filed all Tax Returns required to have been filed (or extensions have been duly obtained) and has paid all Taxes required to have been paid by it (or has established in accordance with GAAP an adequate accrual for all material Taxes through the end of the last period for when Scient and its Subsidiaries ordinarily record items on their respective books), except where failure to file such Tax Returns or pay such Taxes would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on Scient. All such Tax Returns are, or will be at the time of filing, true and complete in all material respects. No Audit is pending or threatened with respect to any Tax Returns filed by, or Taxes due from, Scient or any of its Subsidiaries. There is no current deficiency or adjustment for any Taxes proposed, asserted, or assessed against the Company or any of its Subsidiaries. There are no material Liens for Taxes upon the assets of the Company or any of its Subsidiaries, except for statutory Liens for current Taxes not yet due and those being

contested in good faith. Neither Scient nor any of its Subsidiaries owns an interest in real property in any jurisdiction in which a Tax is imposed, or the value of the interest is reassessed, on the transfer of an interest in real property and which treats the transfer of an interest in an entity that owns an interest in real property as a transfer of the interest in real property. Neither Scient nor any of its Subsidiaries has taken any action or knows of any fact that is reasonably likely to prevent the Mergers from qualifying as reorganizations within the meaning of Section 368(a) of the Code.

(p) Material Contracts.

(i) Except for the contracts, leases, licenses, commitments, and other instruments (collectively, the "Scient Contracts") specifically disclosed in the Scient SEC Reports filed with the SEC prior to the date of this Agreement, or as disclosed at Section 4.2(p) on the Scient Disclosure Schedule, as of the date hereof, neither Scient nor any of its Subsidiaries is a party to or bound by: (I) any partnership, joint venture or other similar agreement or arrangement (other than any such agreement or arrangement disclosed in Section 4.2(d) of the Scient Disclosure Schedule) that, if the transactions contemplated

thereby were consummated, would result in iXL or any of its Subsidiaries being a partner, member or equity owner or participant of or in any partnership, joint venture, or similar entity or result in a Scient Minority Interest; (II) any agreement relating to indebtedness for borrowed money or the deferred purchase price of property (in either case whether incurred, assumed, guaranteed or secured by an asset); or (III) any agreement containing any provision or covenant limiting in any respect the ability of Scient or any of its Subsidiaries or any Affiliate of Scient or Holdco, iXL or any successor of Scient after the Effective Time to compete in any manner (with respect to the businesses conducted on the date hereof and intended to be conducted after the Effective Time by the parties hereto) with any Person in any geographic area.

(ii) Each Scient Contract specifically disclosed in any Scient SEC Report or required to be disclosed pursuant to this Section 4.2(p) is valid and in full force and effect, except to the extent they have previously expired in

accordance with their terms or the failure to so be in full force and effect, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect on Scient. Neither Scient nor any of its Subsidiaries has violated any provision of, or committed or failed to perform any act which with or without notice, lapse of time or both would constitute a default under the provisions of, any such contract, except in each case for those violations and defaults which, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect on Scient.

(q) Employee Benefits.

(i) Prior to the date hereof, Scient has made available to iXL each "employee benefit plan", as defined in Section 3(3) of ERISA, and each plan or other arrangement (written or oral) (including employment and severance agreements) providing for compensation, bonuses, profit-sharing, stock option or other equity-related rights or other forms of incentive or deferred compensation, employee loans, vacation benefits, insurance coverage (including any self-insured arrangements), health, medical, dental or vision benefits, disability benefits, workers' compensation, supplemental unemployment benefits, severance benefits and post-employment or retirement benefits (including compensation, pension, health, medical or life insurance benefits), in each case which is maintained, administered,

or contributed to by Scient or any ERISA Affiliate thereof and covers any employee, director or independent contractor or former employee, director or independent contractor of Scient or any ERISA Affiliate thereof or under which Scient or any ERISA Affiliate thereof has any liability with respect to current or former employees, directors or independent contractors of Scient or any ERISA Affiliate thereof. Copies of such plans or other arrangements (and, if applicable, related trust agreements) and all amendments thereto and written interpretations thereof have been made available to iXL prior to the date hereof together with the most recent annual report (Form 5500 Annual Report including, if applicable, Schedule B thereto) prepared in connection with any such plan or other arrangement. Such plans or other arrangements are referred to collectively as the "Scient Benefit Plans"; provided that a plan or other arrangement with respect to a former employee, director or

independent contractor shall constitute a "Scient Benefit Plan" only to the extent that Scient or its ERISA Affiliate has any present or future liability or obligation. At no time has Scient or any person who from time to time is or was an ERISA Affiliate of Scient ever maintained an employee benefit plan that is subject to Title IV of ERISA. Section 4.2(q) of the Scient Disclosure Schedule lists each material Scient Benefit Plan.

(ii) Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on Scient, each of the Scient Benefit Plans, and the administration thereof, is, and has been, in compliance with the requirements provided by any and all applicable statutes, orders or governmental rules or regulations currently in effect, including, but not limited to, ERISA and the Code. Each Scient Benefit Plan and its related trust which is intended to qualify under Section 401(a) and Section 501(a) of the Code is so qualified, and nothing has occurred to cause the loss of such qualification. Scient has made available to iXL copies of the most recent Internal Revenue Service determination letters with respect to each such Scient Benefit Plan, if any. Each Scient Benefit Plan which is intended to be exempt under Section 501(c)(9) or 501(c)(17) of the Code satisfies the requirements for such exemption, so qualifies in form and in operation, and meets, or has satisfied, the requirements of Section 505(c) of the Code and the regulations thereunder.

(iii) Except as set forth in Section 4.2 of the Scient Disclosure Schedule, with respect to each Scient Benefit Plan, there are no funded benefit obligations for which contributions have not been made or properly accrued and there are no unfunded benefit obligations which have not been accounted for by reserves, or otherwise properly footnoted in accordance with GAAP, on the Scient SEC Reports, which obligations are reasonably likely, individually or in the aggregate, to have a Material Adverse Effect on Scient.

(iv) Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on Scient, with respect to each Scient Benefit Plan (A) no prohibited transactions as defined in Section 406 of ERISA or Section 4975 of the Code have occurred or are expected

to occur as a result of the transactions contemplated by this Agreement, and (B) no action, suit, grievance, arbitration or other manner of litigation, or claim with respect to the assets thereof of any Scient Benefit Plan (other than routine claims for benefits made in the ordinary course of plan administration for which plan administrative review procedures have not been exhausted) is pending, threatened or imminent against or with respect to any of the Scient Benefit Plans, Scient, any ERISA Affiliate or any Fiduciary, including but not limited to any action, suit, grievance, arbitration or other manner of litigation, or claim regarding conduct that allegedly interferes with the attainment of rights under any Scient Benefit Plans. Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on Scient, none of Scient or its directors, officers, or employees, or any Fiduciary has any liability for failure to comply with ERISA or the Code for any action or failure to act in connection with the administration or investment of such plans.

(v) No Scient Benefit Plan is a multiemployer plan within the meaning of Section 3(37) of ERISA.

(vi) Scient and its Subsidiaries are in compliance with all federal, state, local and foreign requirements regarding employment, except for any failures to comply that are not reasonably likely, individually or in the aggregate, to have a Material Adverse Effect on Scient. As of the date of this Agreement, there is no labor dispute, strike or work stoppage against Scient or any of its Subsidiaries pending or, to the knowledge of Scient, threatened which may

interfere with the business activities of Scient or any of its Subsidiaries, except where such dispute, strike or work stoppage is not reasonably likely, individually or in the aggregate, to have a Material Adverse Effect on Scient.

(vii) Except as set forth in Section 4.2(q) of the Scient Disclosure Schedule, no employee of Scient or any of its Subsidiaries will become entitled to any change-in-control, retirement, severance, retention or similar benefit or enhanced or accelerated benefit or any forgiveness of an outstanding advance or loan as a result of the transactions contemplated hereby (either solely as a result thereof or as a result of such transactions in conjunction with any

other event). Without limiting the generality of the foregoing, no amount required to be paid or payable to or with respect to any employee of Scient or any of its Subsidiaries in connection with the transactions contemplated hereby (either solely as a result thereof or as a result of such transactions in conjunction with any other event) will, to the knowledge of Scient or any of its Subsidiaries, be an "excess parachute payment" within the meaning of Section 280G of the Code.

(viii) There has been no amendment to, written interpretation or announcement (whether or not written) by Scient or any of its ERISA Affiliates relating to, or change in participation or coverage under, any Scient Benefit Plan which would increase materially the expense of maintaining such Scient Benefit Plan above the level of the expense incurred in respect thereof for the twelve months ended on June 30, 2001.

(r) Rights Agreement. The Rights Agreement has not been amended or modified since July 18, 2000, and shall not be amended or modified except as set forth in Section 6.15 or as may be mutually agreed to by iXL and Scient to effectuate the provisions of Section 6.15.

(s) Insurance. All material fire, property and casualty, general liability, errors and omissions, business interruption, product liability, and sprinkler and water damage insurance policies maintained by Scient or any of its Subsidiaries are with reputable insurance carriers, provide full and adequate coverage for all normal risks incident to the businesses of Scient and its Subsidiaries and their respective properties and assets, and are in character and amount at least equivalent to that carried by persons engaged in similar businesses and subject to the same or similar

perils or hazards, except for any such failures to maintain insurance policies that, individually or in the aggregate, would not have a Material Adverse Effect on Scient. Scient and each of its Subsidiaries have made any and all payments required to maintain such policies in full force and effect. Except as set forth in Section 4.2(s) of the Scient Disclosure Schedule, neither Scient nor any of its Subsidiaries has received notice of default under any such policy, and has not received written notice, or, to the knowledge of iXL, oral notice of any pending or threatened termination or cancellation, denial of coverage or

limitation or reduction of coverage or material premium increase with respect to such policy.

(t) Transactions with Related Persons.

(i) Section 4.2(t) of the Scient Disclosure Schedule sets forth a list of all agreements in effect with Related Persons and not required to be disclosed in to the Scient SEC Reports pursuant to Item 404 of Regulation S-K. Except as set forth in Section 4.2(t) of the Scient Disclosure Schedule or the Scient SEC Reports, since March 31, 2001, neither Scient nor any of its Subsidiaries has (I) purchased, leased or otherwise acquired any material property or assets or obtained any material services from, (II) sold, leased or otherwise disposed of any material property or assets or provided any material services to (except with respect to remuneration for services rendered in the ordinary course of business as director, officer or employee of Scient or any of its Subsidiaries), (III) entered into or modified in any manner any contract or other agreement with, or (IV) borrowed any money from, or made or forgiven any loan or other advance (other than expenses or similar advances made in the ordinary course of business) to, any officer, director or Affiliate (collectively, "Scient Related Persons"). Prior to the date hereof, Scient has made available to iXL true and complete copies of each contract, arrangement and understanding between Scient or any of its Subsidiaries, on the one hand, and any Scient Related Person, on the other.

(ii) Except as set forth in Section 4.2(t) of the Scient Disclosure Schedule, (x) the contracts of Scient and its Subsidiaries do not include any material obligation or commitment between Scient or any Scient Related Person, (y) the assets of Scient or any of its Subsidiaries do not include any receivable or other obligation or commitment from a Scient Related Person to Scient or any of its Subsidiaries, and (z) the liabilities of Scient and its

Subsidiaries do not include any payable or other obligation or commitment from iXL or any of its Subsidiaries to any Scient Related Person.

(iii) Except as set forth in Section 4.2(t) of the Scient Disclosure Schedule, no Scient Related Person is a party to any contract with any customer or supplier of Scient or any

of its Subsidiaries that affects in any material manner the business, financial condition or results of operation of Scient or any of its Subsidiaries.

(u) Leased Properties. Scient does not own a fee interest in any real property. Section 4.1(u) of the Scient Disclosure Schedule correctly describes all real property which Scient leases as a tenant, subleases (whether as sublandlord or subtenant), or otherwise occupies ("Scient Leased Properties"). Scient has a valid leasehold interest in all Scient Leased Properties.

ARTICLE 5. COVENANTS RELATING TO CONDUCT OF BUSINES

5.1. Covenants of iXL. During the period from the date of this Agreement and continuing until the Effective Time, iXL agrees as to itself and its Subsidiaries that iXL and its Subsidiaries shall carry on their respective businesses in the usual, regular and ordinary course in all material respects, in substantially the same manner as heretofore conducted (provided that any significant restructuring shall not be considered ordinary course), and shall use their reasonable best efforts to preserve intact their present lines of business, maintain their rights and franchises and preserve their relationships with customers, suppliers and others having business dealings with them to the end that their ongoing businesses shall not be impaired in any material respect at the Effective Time. Without limiting the generality of the foregoing, from the date hereof until the Closing Date (except as expressly contemplated or permitted by this Agreement, including Section 6.2(b) hereof with respect to Sections 5.1(f), 5.1(i) and 5.1(l), Section 5.1 of the iXL Disclosure Schedule, or as required by a Governmental Entity or to the extent that Scient shall otherwise consent in writing, which consent shall not unreasonably be withheld or delayed):

(a) New Business; Capital Expenditures. Other than in connection with acquisitions expressly permitted by Section 5.1(e) or investments expressly permitted by Section 5.1(g), iXL shall not, and shall not permit any of its Subsidiaries to, (A) enter into any new line of business material (in terms of revenue, cash flows or assets) to iXL and its Subsidiaries (taken as a whole), or (B) incur or commit to any capital expenditures or any obligations or liabilities in connection therewith other than capital expenditures and obligations or liabilities in connection therewith as disclosed in Section 5.1(a) of the iXL Disclosure Schedule or incurred or committed to in the ordinary course of business consistent with

past practice.

(b) Dividends; Changes in Share Capital. iXL shall not, and shall not permit any of its Subsidiaries to, and shall not propose to (i) declare or pay any dividends on or make other distributions in respect of any of its capital stock, except as permitted by clause (ii) of this Section 5.1(b), (ii) split, combine or reclassify any of its capital stock or issue or authorize or propose the issuance of any other securities in respect of, in lieu of or in substitution for, shares of its capital stock, except for (x) any such transaction by a wholly owned Subsidiary of iXL that remains a wholly owned Subsidiary after consummation of such transaction, or (y) a forward or reverse stock split of the iXL Common Stock, or (iii) except as set forth in Section 5.1(b) of the iXL Disclosure Schedule, repurchase, redeem or otherwise acquire any shares of its capital stock or any securities convertible into or exercisable or exchangeable for any shares of its capital stock, except for the purchase from time to time by iXL of iXL Common Stock in connection with the iXL Benefit Plans in the ordinary course of business consistent with past practice.

(c) Issuance of Securities. iXL shall not, and shall not permit any of its Subsidiaries to, issue, deliver or sell, or authorize or propose the issuance, delivery or sale of, any shares of its capital stock of any class or series, any iXL Voting Debt, or any securities convertible into or exercisable or exchangeable for, or any rights, warrants, calls, puts or options to acquire, any such shares or iXL Voting Debt, or enter into any contract, plan, understanding, commitment, arrangement, undertaking or agreement with respect to any of the foregoing, other than (i) in accordance with Section 5.1(i), (ii) the issuance of iXL Common Stock upon the exercise of iXL Stock Options and/or iXL Warrants outstanding as of the date hereof in accordance with their present terms or pursuant to iXL Stock Options or iXL Warrants, (iii) issuances by a wholly owned Subsidiary of iXL of capital stock to such Subsidiary's parent or another wholly owned Subsidiary of iXL, or (iv) pursuant to acquisitions and investments as disclosed in Section 5.1(e) or 5.1(g) of the iXL Disclosure Schedule or the financings therefor or as disclosed in Section 5.1(c) of the iXL Disclosure Schedule.

(d) Governing Documents. Except to the extent required to comply with their respective obligations or as otherwise expressly contemplated by this Agreement, iXL and India Merger Sub shall not amend or restate or propose to so amend or restate their respective certificates of incorporation or bylaws.

(e) No Acquisitions. Other than (i) acquisitions disclosed in Section 5.1(e) of the iXL Disclosure Schedule, and (ii) acquisitions in

existing or related lines of business of iXL the fair market value of the total consideration (including the value of any indebtedness acquired or assumed in connection therewith) for which does not exceed the amount specified in the aggregate for such acquisitions in Section 5.1(e)(ii) of the iXL Disclosure Schedule and none of which acquisitions referred to in this clause (ii) presents a material risk of making it materially more difficult to obtain any Required Approval, iXL shall not, and shall not permit any of its Subsidiaries to, acquire or agree to acquire by merger, share exchange, business combination, or consolidation, or by purchasing a material equity interest in or a material portion of the assets of, or by any other manner, any business or any corporation, partnership, limited liability entity, association or other business organization or division thereof or otherwise acquire or agree to acquire any assets (excluding the acquisition of assets used in the operations of the business of iXL and its Subsidiaries in the ordinary course, which assets do not constitute a business unit, division or all or substantially all of the assets of the transferor or which assets would not constitute a Significant Subsidiary of iXL); provided, however, that the foregoing shall not prohibit (x) internal reorganizations or consolidations involving existing wholly owned Subsidiaries of iXL, or (y) the creation of new Subsidiaries of iXL organized solely to conduct or continue activities otherwise expressly permitted by this Agreement.

(f) No Dispositions. Other than (i) internal reorganizations or consolidations involving existing wholly owned Subsidiaries of iXL, (ii) dispositions referred to in the iXL SEC Reports filed prior to the date of this Agreement, (iii) dispositions, assignments, or subleases of the iXL Leased Properties (or portions thereof) which, as of the date of such disposition, assignment, or sublease, are vacant and have monthly rental obligations greater than the fair market rental rate for similar properties in the area, or (iv) as may be required by or in conformance with law or regulation in order to permit or facilitate the consummation of the transactions contemplated hereby or (iv) as disclosed in Section 5.1(f) of the iXL Disclosure Schedule, iXL shall not, and shall not permit any of its Subsidiaries to, sell, lease or otherwise dispose of, or agree to sell, lease or otherwise dispose of, any of its assets (including capital stock of Subsidiaries of iXL but excluding inventory in the ordinary course of business), if the fair market value of the total consideration (including the value of the indebtedness acquired or assumed in connection therewith)

therefore exceeds the amount specified in the aggregate for all such dispositions in Section 5.1(f) of the iXL Disclosure Schedule.

(g) Investments; Indebtedness. iXL shall not, and shall not permit any of its Subsidiaries to, (i) other than in connection with acquisitions permitted by Section 5.1(e) or as disclosed in Section 5.1(g) of the iXL Disclosure Schedule, make any loans, advances or capital contributions to, or investments in, any other Person, other than (x) loans or investments by iXL or a Subsidiary of iXL to or in iXL or any Subsidiary of iXL, (y) employee loans or advances made in the ordinary course of business or (z) in the ordinary course of business consistent with past practice which are not, individually or in the aggregate, material to iXL and its Subsidiaries taken as a whole (provided that none of such transactions referred to in this clause (z) presents a material risk of making it more difficult to obtain any approval or authorization required in connection with the Mergers under Regulatory Law, or (ii) except as set forth in Section 5.1(g) of the iXL Disclosure Schedule or to the extent expressly permitted by Section 5.1(c) and 5.1(e), incur any indebtedness for borrowed money or guarantee or assume or suffer to exist any such indebtedness of another Person, issue or sell any debt securities or warrants or other rights to acquire any debt securities of iXL or any of its Subsidiaries, guarantee any debt securities of another Person, enter into any "keep well" or other agreement to maintain any financial statement condition of another Person (other than any wholly owned Subsidiary of iXL) or enter into any arrangement having the economic effect of any of the foregoing.

(h) Tax-Free Qualification. iXL shall use its reasonable best efforts not to, and shall use its reasonable best efforts not to permit any of its Subsidiaries to, take any action (including for this purpose any action otherwise permitted by this Section 5.1) that would prevent or impede the Mergers from qualifying as reorganizations under Section 368 of the Code.

(i) Compensation.

(i) Except (x) as set forth in Section 5.1(i) of the iXL Disclosure Schedule, (y) as required by law, or (z) in the ordinary course of business consistent with past practice, iXL shall not increase the amount of compensation or other remuneration of any director, executive officer or key employee of iXL or any Subsidiary or business unit of iXL,

or make any increase in or commitment to increase any compensation or employee benefits, adopt or amend or make any commitment to adopt or amend any iXL Benefit Plan or make any contribution, other than regularly scheduled contributions, to any iXL Benefit Plan. Any agreement or commitment (written or oral) made after the

date hereof to grant or modify any compensation or benefits (including, without limitation, any signing bonus or equity compensation) to any individual who, after giving effect to such grant or modification, will be entitled to an annual base salary of $150,000 or more from iXL or any of its Subsidiaries, shall be subject to the consent of Scient, such consent not to be unreasonably withheld or delayed. Any grant of severance in the amount of 12 weeks or more of base salary to any individual who is employed by iXL or any of its Subsidiaries shall be subject to the consent of Scient. Notwithstanding anything to the contrary, on and after the date hereof, iXL shall not grant any stock-based compensation to any individual (including, without limitation, any stock options, restricted stock, stock appreciation rights or any other stock-related awards) except for such awards made on an individual basis to individuals in connection with their initial commencement of employment or promotion to a new employment level, in which case such individuals may be granted such awards in the ordinary course consistent with past practice; provided that any such awards shall not be subject to accelerated vesting or exercisability (or other enhancements) as a result of the transactions contemplated by this Agreement (alone or in conjunction with any other events) and shall be subject to Section 2.10. The terms of any such awards shall be subject to the prior consent of Scient, such consent not to be unreasonably withheld or delayed.

(ii) Notwithstanding anything in this Agreement to the contrary, iXL shall be permitted to enter into reasonable severance arrangements to the executives of iXL or any of its Subsidiaries that are substantially comparable to severance arrangements made available to similarly situated executives of Scient and its Subsidiaries. iXL shall give reasonably advance notice to Scient prior to such entry.

(j) Accounting Methods; Income Tax Elections. Except as disclosed in iXL SEC Reports filed prior to the date of this Agreement, or as required by a Governmental Entity, iXL shall not change its

methods of accounting in effect at December 31, 2000, except as required by changes in GAAP as concurred with by iXL's independent public accountants. iXL shall not (i) change its fiscal year or annual tax accounting period, (ii) make any tax election or (iii) take or omit to take any other action, if such action or

omission, individually or in the aggregate, would have a Material Adverse Effect on iXL.

(k) Accruals; Other Tax Matters. iXL and each of its Subsidiaries will establish or cause to be established in accordance with GAAP on or before the Effective Time an adequate accrual for all material Taxes due with respect to any period ending prior to or as of the Effective Time. All Taxes incurred in connection with the iXL Merger (including real property transfer tax and any similar Tax) shall be paid by iXL when due, and iXL will, at its own expense, file all necessary Tax Returns and other documentation with respect to all such Taxes and fees, and, if required by applicable law, iXL will, and will cause its Subsidiaries to, join in execution of any such Tax Returns and other documentation.

(l) Certain Agreements and Arrangements. Except as disclosed in Section 5.1(l) of the iXL Disclosure Schedule, iXL shall not, and shall not permit any of its Subsidiaries to, enter into any agreements or arrangements that limit or otherwise restrict iXL or any of its Subsidiaries or any of their respective affiliates or any successor thereto or insofar as reasonably can be foreseen could, after the Effective Time, limit or restrict iXL or any of its affiliates (including Holdco) or any successor thereto, from engaging or competing in any line of business or in any geographic area, except as approved by the transition and succession team in the manner contemplated by Section 6.2(b).

(m) Satisfaction of Closing Conditions. Except as required by law, iXL shall not, and shall not permit any of its Subsidiaries to, take any action that would, or would reasonably be expected to, result in (i) any of the conditions to the Mergers set forth in Article 7 not being satisfied, or (ii) a material delay in the satisfaction of such conditions.

(n) No Related Actions. iXL shall not, and shall not permit any of its Subsidiaries to directly or indirectly (in any unitary transaction or a series of related transactions), agree or commit to do any of the foregoing.

5.2. Covenants of Scient. During the period from the date of this Agreement and continuing until the Effective Time, Scient agrees as to itself and its Subsidiaries that Scient and its Subsidiaries shall carry on their respective businesses in the usual, regular and ordinary course in all material respects, in substantially the same manner as heretofore conducted (provided that any significant restructuring shall not be considered ordinary course), and shall use their reasonable best efforts to preserve intact their present lines of business, maintain their rights and franchises and preserve their relationships with customers, suppliers and others having business dealings with them to the end that

their ongoing businesses shall not be impaired in any material respect at the Effective Time. Without limiting the generality of the foregoing, from the date hereof until the Closing Date (except as expressly contemplated or permitted by this Agreement, including Section 6.2(b) hereof with respect to Sections 5.2(f), 5.2(i) and 5.1(m), Section 5.2 of the Scient Disclosure Schedule, or as required by a Governmental Entity or to the extent that iXL shall otherwise consent in writing, which consent shall not unreasonably be withheld or delayed):

(a) New Business; Capital Expenditures. Other than in connection with acquisitions expressly permitted by Section 5.2(e) or investments expressly permitted by Section 5.2(g), Scient shall not, and shall not permit any of its Subsidiaries to (A) enter into any new line of business material (in terms of revenue, cash flows or assets) to iXL and its Subsidiaries taken as a whole, or (B) incur or commit to any capital expenditures or any obligations or liabilities in connection therewith other than capital expenditures and obligations or liabilities in connection therewith as disclosed in Section 5.2(a) of the Scient Disclosure Schedule or incurred or committed to in the ordinary course of business consistent with past practice.

(b) Dividends; Changes in Share Capital. Scient shall not, and shall not permit any of its Subsidiaries to, and shall not propose to, (i) declare or pay any dividends on or make other distributions in respect of any of its capital stock, except as permitted by clause (ii) of this Section 5.1(b), (ii) split, combine or reclassify any of its capital stock or issue or authorize or propose the issuance of any other securities in respect of, in lieu of or in substitution for, shares of its capital stock, except for (x) any such transaction by a wholly owned Subsidiary of Scient that remains a wholly owned Subsidiary after consummation of such transaction, or (y) a forward or reverse stock split of the Scient Common Stock, or (iii) except as set

forth in Section 5.2(b) of the Scient Disclosure Schedule, repurchase, redeem or otherwise acquire any shares of its capital stock or any securities convertible into or exercisable or exchangeable for any shares of its capital stock except for the purchase from time to time by Scient of Scient Common Stock in connection with the Scient Benefit Plans in the ordinary course of business consistent with past practice.

(c) Issuance of Securities. Scient shall not, and shall not permit any of its Subsidiaries to, issue, deliver or sell, or authorize or propose the issuance, delivery or sale of, any shares of its capital stock of any class or series, any Scient Voting Debt or any securities convertible into or exercisable or exchangeable for, or any rights, warrants, calls, puts or options to acquire, any such shares or Scient Voting Debt, or enter into any contract, plan, understanding,

commitment, arrangement, undertaking or agreement with respect to any of the foregoing, other than (i) in accordance with Section 5.2(i), (ii) the issuance of Scient Common Stock upon the exercise of Scient Stock Options outstanding as of the date hereof in accordance with their present terms or pursuant to Scient Stock Options, (iii) issuances by a wholly owned Subsidiary of Scient of capital stock to such Subsidiary's parent or another wholly owned Subsidiary of Scient, or (iv) pursuant to acquisitions and investments as disclosed in Section 5.2(e) or 5.2(g) of the Scient Disclosure Schedule or the financings therefor or as disclosed in Section 5.2(c) of the Scient Disclosure Schedule.

(d) Governing Documents. Except as set forth in Section 5.2(d) of the Scient Disclosure Schedule or to the extent required to comply with their respective obligations or as otherwise expressly contemplated by this Agreement, Scient and Sierra Merger Sub shall not amend, restate or propose to so amend or restate their respective certificates of incorporation or bylaws.

(e) No Acquisitions. Other than (i) acquisitions disclosed in Section 5.2(e) of the Scient Disclosure Schedule, and (ii) acquisitions in existing or related lines of business of Scient the fair market value of the total consideration (including the value of any indebtedness acquired or assumed in connection therewith) for which does not exceed the amount specified in the aggregate for such acquisitions in Section 5.2(e)(ii) of the Scient Disclosure Schedule and none of which acquisitions

referred to in this clause (ii) presents a material risk of making it materially more difficult to obtain any Required Approval, Scient shall not, and shall not permit any of its Subsidiaries to, acquire or agree to acquire by merger, share exchange, business combination or consolidation, or by purchasing a material equity interest in or a material portion of the assets of, or by any other manner, any business or any corporation, partnership, limited liability entity, association or other business organization or division thereof or otherwise acquire or agree to acquire any assets (excluding the acquisition of assets used in the operations of the business of Scient and its Subsidiaries in the ordinary course, which assets do not constitute a business unit, division or all or substantially all of the assets of the transferor or which assets would not constitute a Significant Subsidiary of Scient); provided, however, that the foregoing shall not prohibit (x) internal reorganizations or consolidations involving existing wholly owned Subsidiaries of Scient, or (y) the creation of new Subsidiaries of Scient organized solely to conduct or continue activities otherwise expressly permitted by this Agreement.

(f) No Dispositions. Other than (i) internal reorganizations or consolidations involving existing wholly owned Subsidiaries of Scient, (ii) dispositions referred to in the Scient SEC Reports filed prior to the date of this Agreement, (iii) dispositions, assignments, or subleases of the Scient Leased Properties (or portions thereof) which, as of the date of such disposition, assignment, or sublease, are vacant and have monthly rental obligations greater than the fair market rental rate for similar properties in the area, (iv) as may be required by or in conformance with law or regulation in order to permit or facilitate the consummation of the transactions contemplated hereby or (v) as disclosed in Section 5.2(f) of the Scient Disclosure Schedule, Scient shall not, and shall not permit any of its Subsidiaries to, sell, lease or otherwise dispose of, or agree to sell, lease or otherwise dispose of, any of its assets (including capital stock of Subsidiaries of Scient, but excluding inventory in the ordinary course of business), if the fair market value of the total consideration (including the value of the indebtedness acquired or assumed in connection therewith) therefore exceeds the amount specified in the aggregate for all such dispositions in Section 5.2(f) of the Scient Disclosure Schedule.

(g) Investments; Indebtedness. Scient shall not, and shall not permit any of its Subsidiaries to, (i) other than in connection

with acquisitions permitted by Section 5.2(e) or as disclosed in Section 5.2(g) of the Scient Disclosure Schedule, make any loans, advances or capital contributions to, or investments in, any other Person, other than (x) loans or investments by Scient or a Subsidiary of Scient to or in Scient or any Subsidiary of Scient, (y) employee loans or advances made in the ordinary course of business, or (z) in the ordinary course of business consistent with past practice which are not, individually or in the aggregate, material to Scient and its Subsidiaries taken as a whole (provided that none of such transactions referred to in this clause (z) presents a material risk of making it more difficult to obtain any approval or authorization required in connection with the Mergers under Regulatory Law), or (ii) except as set forth in Section 5.2(g) of the Scient Disclosure Schedule or to the extent expressly permitted by Sections 5.2(c) and 5.2(e), incur any indebtedness for borrowed money or guarantee or assume or suffer to exist any such indebtedness of another Person, issue or sell any debt securities or warrants or other rights to acquire any debt securities of Scient or any of its Subsidiaries, guarantee any debt securities of another Person, enter into any "keep well" or other agreement to maintain any financial statement condition of another Person (other than any wholly owned Subsidiary of Scient) or enter into any arrangement having the economic effect of any of the foregoing.

(h) Tax-Free Qualification. Scient shall use its reasonable best efforts not to, and shall use its reasonable best efforts not to permit any of its Subsidiaries to, take any action (including for this purpose any action otherwise permitted by this Section 5.2) that would prevent or impede the Mergers from qualifying as reorganizations under Section 368 of the Code.

(i) Compensation.

(i) Except (x) as set forth in Section 5.2(i) of the Scient Disclosure Schedule, (y) as required by law, or (z) in the ordinary course of business consistent with past practice, Scient shall not increase the amount of compensation or other remuneration of any director, executive officer or key employee of Scient or any Subsidiary or business unit of Scient, or make any increase in or commitment to increase any compensation or employee benefits, adopt or amend or make any commitment to adopt or amend any Scient Benefit Plan or make any contribution, other than regularly scheduled contributions, to any Scient Benefit Plan. Any

agreement or commitment (written or oral) made after the date hereof to grant or modify any compensation or benefits (including, without limitation, any signing bonus or equity compensation) to any individual who, after giving effect to such grant or modification, will be entitled to an annual base salary of $150,000 or more from Scient or any of its Subsidiaries, shall be subject to the consent of iXL, such consent not to be unreasonably withheld or delayed. Any grant of severance in the amount of 12 weeks or more of base salary to any individual who is employed by Scient or any of its Subsidiaries shall be subject to the consent of iXL. Notwithstanding anything to the contrary, on and after the date hereof, Scient shall not grant any stock-based compensation to any individual (including, without limitation, any stock options, restricted stock, stock appreciation rights or any other stock-related awards) except for such awards made on an individual basis to individuals in connection with their initial commencement of employment or promotion to a new employment level, in which case such individuals may be granted such awards in the ordinary course consistent with past practice; provided that any such awards shall not be subject to accelerated vesting or exercisability (or other enhancements) as a result of the transactions contemplated by this Agreement (alone or in conjunction with any other events) and shall be subject to Section 2.8. The terms of

any such awards shall be subject to the prior consent of iXL, such consent not to be unreasonably withheld or delayed.

(ii) Notwithstanding anything in this Agreement to the contrary, Scient shall be permitted to enter into reasonable severance arrangements to the executives of Scient or any of its Subsidiaries that are substantially comparable to severance arrangements made available to similarly situated executives of iXL and its Subsidiaries. Scient shall give reasonably advance notice to iXL prior to such entry.

(j) Rights Agreement Matters. Except as expressly required by this Agreement (including in connection with the Rights Agreement Amendments pursuant to Section 6.15), Scient shall not, without the prior written consent of iXL, amend or modify or make any determination under or take any action with respect to, the Rights Agreement, including, without limitation, any redemption of the Rights or any action with respect to the

Rights Agreement to facilitate any Acquisition Proposal; provided, however, that Scient may amend or take appropriate action under the Rights Agreement to delay the occurrence of a "Distribution Date" (as defined in the Rights Agreement) in response to the public announcement of an Acquisition Proposal.

(k) Accounting Methods; Income Tax Elections. Except as disclosed in Scient SEC Reports filed prior to - the date of this Agreement, or as required by a Governmental Entity, Scient shall not change its methods of accounting in effect at March 31, 2001, except as required by changes in GAAP as concurred with by Scient's independent public accountants. Scient shall not (i) change its fiscal year or annual tax accounting period (other than to a calendar year), (ii) make any tax election or (iii) take or omit to take any other action, if such action or omission, individually or in the aggregate, would have a Material Adverse Effect on Scient.

(l) Accruals; Other Tax Matters. Scient and each of its Subsidiaries will establish or cause to be established in accordance with GAAP on or before the Effective Time an adequate accrual for all material Taxes due with respect to any period ending prior to or as of the Effective Time. All Taxes incurred in connection with the Scient Merger (including real property transfer tax and any similar Tax) shall be paid by Scient when due, and Scient will, at its own expense, file all necessary Tax Returns and other documentation with respect to all such Taxes and fees, and, if required by applicable law, Scient will, and will cause its Subsidiaries to, join

in execution of any such Tax Returns and other documentation.

(m) Certain Agreements and Arrangements. Scient shall not, and shall not permit any of its Subsidiaries to, enter into any agreements or arrangements that limit or otherwise restrict Scient or any of its Subsidiaries or any of their respective affiliates or any successor thereto, or insofar as reasonably can be foreseen could, after the Effective Time, limit or restrict iXL or any of its affiliates (including Holdco) or any successor thereto, from engaging or competing in any line of business or in any geographic area, except as approved by the transition and succession team in the manner contemplated by Section 6.2(b).

(n) Satisfaction of Closing Conditions. Except as required by law, Scient shall not, and shall not permit any of its Subsidiaries

to, take any action that would, or would reasonably be expected to, result in (i) any of the conditions to the Mergers set forth in Article 7 not being satisfied, or (ii) a material delay in the satisfaction of such conditions.

(o) No Related Actions. Scient shall not, and shall not permit any of its Subsidiaries to directly or indirectly (in a unitary transaction or a series of related transactions), agree or commit to do any of the foregoing.

5.3. Governmental Filings. Each party shall (a) confer on a regular intermittent basis with the other, and (b) report to the other (to the extent permitted by law or regulation or the Confidentiality Agreement) on operational matters. Scient and iXL shall timely file all reports required to be filed by each of them with the SEC (and all other Governmental Entities) between the date of this Agreement and the Effective Time and shall, if requested by the other party and to the extent permitted by law or regulation or the Confidentiality Agreement, deliver to the other party true and complete copies of all such reports, announcements and publications promptly after such request.

5.4. Control of Other Party's Business. Nothing contained in this Agreement (but without limitation of any undertakings or restrictive covenants made by any party to this Agreement as to itself and its Subsidiaries) shall give Scient, directly or indirectly, the right to control or direct iXL's business or operations and nothing contained in this Agreement shall give iXL, directly or indirectly, the right to control or direct Scient's business or operations prior to the Effective Time. Prior to the Effective Time, each of Scient and iXL shall exercise, consistent with the terms and conditions of this Agreement, exclusive control, ownership and supervision over its own business and operations.

ARTICLE 6. ADDITIONAL AGREEMENTS

6.1. Preparation of Proxy Statement; Stockholders Meetings.

(a) Joint Proxy and S-4. As promptly as practicable following the date hereof, iXL and Scient shall diligently prepare and cause to be filed with the SEC mutually acceptable proxy materials that shall constitute the joint proxy statement/prospectus relating to the matters to be submitted to the iXL stockholders at the iXL Stockholders Meeting and the matters to be submitted to the Scient stockholders at the Scient Stockholders Meeting (such proxy statement/prospectus, and all amendments and supplements thereto, the "Joint Proxy Statement/Prospectus") and iXL and Scient shall cause Holdco promptly to prepare and file

with the SEC a registration statement on Form S-4 with respect to the issuance of Holdco Common Stock in the Mergers (such Form S-4, and any amendments or supplements thereto, the "Form S-4"). The Joint Proxy Statement/Prospectus will be included in and constitute an integral part of the Form S-4 as Holdco's prospectus. Each of iXL and Scient shall use its best efforts to have the Joint Proxy Statement/Prospectus cleared by the SEC's staff and the Form S-4 declared effective by the SEC as promptly as possible and to keep the Form S-4 effective as long as is necessary to consummate the Mergers and the transactions contemplated hereby. As promptly as practicable after receipt thereof, iXL and Scient shall provide the other party copies of all written comments and advise the other party of any oral comments with respect to the Joint Proxy Statement/Prospectus or Form S-4 received from the SEC's staff. The parties shall cooperate and provide the other with a reasonable opportunity to review and comment on all proposed amendments and supplements to the Joint Proxy Statement/Prospectus and the Form S-4 prior to filing the same with the SEC, and will provide each other with a true and complete copy of all such filings made with the SEC. iXL will use its best efforts to cause the Joint Proxy Statements/Prospectus to be mailed to iXL's stockholders, and Scient will use its best efforts to cause the Joint Proxy Statement/Prospectus to be mailed to Scient's stockholders, in each case as promptly as practicable after the Form S-4 is declared effective by the SEC under the Securities Act. Holdco shall also take any action (other than qualifying to do business in any jurisdiction in which it is not now so qualified or to file a general consent to service of process) required to be taken under any applicable state securities and "blue sky" laws in connection with the Mergers and each of Scient and iXL shall furnish all information concerning it and the holders of its capital stock as may reasonably be requested in connection with any such action. Each party will advise the other party, promptly after it receives notice thereof, of the time when the Form S-4 has been declared effective, the issuance of any stop order, the suspension of the qualification of the Holdco Common Stock issuable in

connection with the Mergers for offering or sale in any jurisdiction, or any request by the SEC's staff for any amendment of or supplement to the Joint Proxy Statement/Prospectus or the Form S-4 or the submission of any supplemental materials (for review by the SEC's staff) in connection therewith. If at any time prior to the Effective Time any information relating to iXL or Scient or any of their

respective affiliates, officers or directors should be discovered by iXL or Scient which should be set forth in an amendment or supplement to the Form S-4 or the Joint Proxy Statement/Prospectus such that any of such documents would not include any misstatement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the party who discovers such information shall promptly notify the other party and, to the extent required by law, rules or regulations, an appropriate amendment or supplement describing such information shall be promptly filed with the SEC and disseminated to the stockholders of iXL and Scient.

(b) Scient Stockholders Meeting. Scient shall duly take all lawful action to call, give notice of, convene and hold a meeting of its stockholders on a date determined in accordance with the mutual agreement of Scient and iXL (the "Scient Stockholders Meeting") for - the purpose of (i) obtaining the Required Scient Vote and (ii) duly adopting (including in accordance with Rule 16b-3 under the Exchange Act) an employee stock option plan of Holdco having the terms and conditions approved by the compensation committee of Holdco's Board of Directors (upon the recommendation of the transition and succession team contemplated by Section 6.2(b)), and shall take all lawful action to solicit (including any necessary interim postponement or adjournment to resolicit, if necessary) the adoption of this Agreement by the Required Scient Vote. The Board of Directors of Scient shall recommend (and publish in the Joint Proxy Statement/Prospectus such recommendation) the adoption of this Agreement by the stockholders of Scient as set forth in Section 4.2(f) (the "Scient Recommendation"), and shall not, withdraw or, subject to the immediately following sentence, modify or qualify, in any manner adverse to iXL the Scient Recommendation, unless the Board of Directors of Scient determines in good faith after consultation with independent outside counsel that the failure to take such action would violate its fiduciary duties under applicable law; provided, however, notwithstanding any Change in the Scient Recommendation, this Agreement shall be submitted to the stockholders of Scient at the Scient Stockholders Meeting for the purpose of adopting this Agreement and nothing contained in this Agreement shall be deemed to relieve Scient of such obligation. Without limiting the

generality of the foregoing, nothing in this Agreement shall prevent the Board of Directors of Scient from making any disclosure to its stockholders if, after consultation with

independent outside counsel, such disclosure is required by applicable law.

(c) iXL Stockholders Meeting. iXL shall duly take all lawful action to call, give notice of, convene and hold a meeting of its stockholders on a date determined in accordance with the mutual agreement of iXL and Scient (the "iXL Stockholders Meeting") for the purpose of (i) obtaining the Required iXL Vote and (ii) duly adopting (including in accordance with Rule 16b-3 under the Exchange Act) an employee stock option plan of Holdco having the terms and conditions approved by the compensation committee of Holdco's Board of Directors (upon the recommendation of the transition and succession team contemplated by Section 6.2(b)), and shall take all lawful action to solicit (including any necessary interim postponement or adjournment to resolicit if necessary) the adoption of this Agreement by the Required iXL Vote. The Board of Directors of iXL shall recommend (and publish in the Joint Proxy Statement/Prospectus such recommendation) the adoption of this Agreement by the stockholders of iXL as set forth in Section 4.1(f) (the "iXL Recommendation"), and shall not, withdraw or, subject to the immediately following sentence, modify or qualify, in any manner adverse to Scient the iXL Recommendation, unless the Board of Directors of iXL determines in good faith after consultation with independent outside counsel that the failure to take such action would violate its fiduciary duties under applicable law; provided, however, notwithstanding any Change in the iXL Recommendation, this Agreement shall be submitted to the stockholders of iXL at the iXL Stockholders Meeting for the purpose of adopting this Agreement and nothing contained in this Agreement herein shall be deemed to relieve iXL of such obligation. Without limiting the generality of the foregoing, nothing in this Agreement shall prevent the Board of Directors of iXL from making any disclosure to its stockholders if, after consultation with independent outside counsel, such disclosure is required by applicable law.

6.2. Holdco Board of Directors; Executive Officers.

(a) At or prior to the Effective Time, each party hereto will take all action necessary (including, without limitation, including provisions in the Holdco Charter and Holdco Bylaws and the adoption of appropriate resolutions of, and the entering into of appropriate agreements among, the Board of Directors of Holdco) to (i) cause the Board of Directors of Holdco to be a classified

board with three classes, (ii) cause the Board of Directors of

Holdco (including the classes thereof) and the executive committee thereof at the Effective Time to be comprised in accordance with Schedule 6.2(a) hereto, and (iii) cause the individuals listed in Schedule 6.2(a) thereto to be appointed as officers of Holdco as of the Effective Time in accordance with Schedule 6.2(a) hereto.

(b) Promptly following the date hereof, and to the extent permitted by applicable law, each party shall reasonably cooperate in the formation of a transition and succession team (to be comprised of an equal number of representatives of each of iXL and Scient) for the purpose of establishing goals and programs, and implementing same, in furtherance of the long-term strategic prospects, goals and objectives of the combined Companies. To be effective, any action undertaken by such transition and succession team shall require the affirmative approval of at least one representative of each of iXL and Scient.

6.3. Termination of Registration of Scient Common Stock and iXL Common Stock. As promptly as practicable after the Effective Time, iXL and Scient shall file with the SEC Notices of Termination of Registration on Form 15 (pursuant to Rule 12g-4 under the Exchange Act) with respect to the Scient Common Stock and the iXL Common Stock.

6.4. Access to Information. Upon reasonable notice, each party shall (and shall cause its Subsidiaries to) afford to the officers, employees, accountants, counsel, financial advisors and other representatives of the other party reasonable access during normal business hours, during the period prior to the Effective Time, to all its properties, books, contracts, commitments, records, (including audit work papers), officers and employees and, during such period, such party shall (and shall cause its Subsidiaries to) furnish promptly to the other party (a) a true and complete copy of each report, schedule, registration statement and other document filed, published, announced or received by it during such period pursuant to the requirements of Federal or state securities laws, the HSR Act or other laws, rules and regulations that may be applicable (other than documents, or portions thereof, which such party is not permitted to disclose under applicable law or which such party reasonably believes to relate to negotiating strategies), and (b) all other information concerning it and its business, properties and personnel as such other party may reasonably request; provided, however, that any party may restrict the foregoing access to the extent that (i) any law, treaty, rule or regulation of any Governmental Entity applicable to such party or any contract requires such party or its Subsidiaries to restrict or prohibit access to any such properties or information, or (ii) the information is subject to confidentiality obligations to a third party. The parties will hold any such information obtained pursuant to this Section 6.4 in confidence in accordance with, and shall otherwise be subject to, the provisions of the confidentiality letter agreement dated July 13, 2001, between Scient and iXL (the "Confidentiality Agreement"), which Confidentiality Agreement shall continue in full force and effect.

Any investigation by either of iXL or Scient shall not affect the representations and warranties of the other.

6.5. Reasonable Best Efforts.

(a) Subject to the terms and conditions of this Agreement, each party will use its reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable under this Agreement and applicable laws and regulations to consummate the Mergers and the other transactions contemplated by this Agreement as soon as practicable after the date hereof, including (i) preparing and filing as promptly as practicable all documentation to effect all necessary applications, notices, petitions, filings, tax ruling requests and other documents and to obtain as promptly as practicable all consents, waivers, licenses, orders, registrations, approvals, permits, rulings, authorizations and clearances necessary or advisable to be obtained from any third party and/or any Governmental Entity in order to consummate the Mergers the other transactions contemplated by this Agreement (collectively, the "Required Approvals"), and (ii) taking all reasonable steps as may be necessary to obtain all such Necessary Consents and the Required Approvals. In furtherance and not in limitation of the foregoing, each party hereto agrees to make, as promptly as practicable, to the extent it has not already done so, (x) an appropriate filing of a Notification and Report Form pursuant to the HSR Act with respect to the transactions contemplated hereby (which filing shall in any event be made within 10 Business Days of the date hereof), and (y) all other necessary filings with other Governmental Entities relating to the Mergers, and, in each case, to supply as promptly as practicable any additional information and documentary material that may be requested pursuant to such laws or by such authorities and to use reasonable best efforts to cause the expiration or termination of the applicable waiting periods under the HSR Act and the receipt of Required Approvals under such other laws or from such authorities as soon as practicable.

(b) In furtherance and not in limitation of the covenants of the parties contained in Sections 6.5(a) and 6.5(b), if any administrative or judicial action or proceeding, including any proceeding by a private party, is instituted (or threatened to be instituted) challenging any transaction contemplated by this Agreement as violating any Regulatory Law, or if any statute, rule, regulation, executive order, decree, injunction or

administrative order is enacted, entered, promulgated or enforced by a Governmental Entity which would make the Mergers or any of the transactions contemplated thereby illegal or would otherwise prohibit or

materially impair or delay the consummation of the Mergers or the other transactions contemplated hereby, each of Scient and iXL shall cooperate in good faith in all respects with each other and use its reasonable best efforts, to contest and resist any such action or proceeding and to have vacated, lifted, reversed, rescinded or overturned any decree, judgment, injunction or other order, whether temporary, preliminary or permanent, that is in effect and that prohibits, prevents or restricts consummation of the Mergers or the other transactions contemplated by this Agreement and to have such statute, rule, regulation, executive order, decree, injunction or administrative order repealed, rescinded or made inapplicable so as to permit consummation of the transactions contemplated by this Agreement. Notwithstanding the foregoing or any other provision of this Agreement, nothing in this Section 6.5 shall limit a party's right to terminate this Agreement pursuant to Article 8 so long as such party at such time of intended termination complied with its obligations under this Section 6.5. For purposes of this Agreement, "Regulatory Law" means all Federal, state and foreign statutes, rules, regulations, orders, decrees, administrative and judicial doctrines and other laws that prohibit, restrict or regulate mergers, acquisitions or other business combinations.

(c) iXL and its Board of Directors shall, if any State Takeover Law becomes applicable to this Agreement, the Mergers or any of the transactions contemplated hereby or thereby, take all action reasonably necessary to ensure that the Mergers and the other transactions contemplated by this Agreement may be consummated as promptly as practicable on the terms contemplated hereby or thereby and otherwise to minimize the effect of such statute or regulation on this Agreement, the Mergers and the other transactions contemplated hereby or thereby.

(d) Scient and its Board of Directors shall, if any state takeover statute or similar statute becomes applicable to this Agreement, the Mergers, or any other transactions contemplated hereby or thereby, take all action reasonably necessary to ensure that the Mergers and the other transactions contemplated by this Agreement may be consummated as promptly as practicable on the terms contemplated hereby or thereby and otherwise to minimize

the effect of such statute or regulation on this Agreement, the Mergers and the other transactions contemplated hereby or thereby.

6.6. Acquisition Proposals.

(a) Without limiting any party's obligations under this Agreement (including under Article 5 hereof), each of iXL and Scient agrees

that neither it nor any of its Subsidiaries nor any of the officers and directors of it or any of its Subsidiaries shall, and that it shall use its reasonable best efforts to cause the employees, agents and representatives (including investment bankers, attorneys, accountants and other professional advisors) of it or any of its Subsidiaries not to, directly or indirectly, (i) initiate, solicit, induce, encourage or facilitate the making or receipt of any Acquisition Proposal; or (ii) have any discussion with or provide (by any medium) any material, non-public information or data to any Person relating to or which insofar as reasonably could be foreseen could lead to the making of an Acquisition Proposal, or engage in any negotiations concerning an Acquisition Proposal, or facilitate any effort or attempt to make or implement an Acquisition Proposal.

"Acquisition Proposal" means, other than the transactions contemplated by this Agreement among the parties hereto, any offer or proposal for, or any indication of interest, letter of intent, memorandum of understanding, term sheet or inquiry relating to, (A) a merger, reorganization, share exchange, consolidation, business combination, recapitalization, liquidation, dissolution or similar transaction involving it or any of its Significant Subsidiaries, (B) any transfer, lease, assignment, exchange, purchase or sale of 15% or more of the consolidated assets (including, without limitation, capital stock of its Subsidiaries) of such party and its Subsidiaries, taken as a whole, or (C) any purchase or sale of, or tender or exchange offer for, any equity or voting debt securities of such party, which if consummated, would result in any Person acquiring "beneficial ownership" (within the meaning of Rule 13d-3 under the Exchange Act) of any securities representing 15% or more of the outstanding voting power of such party (or of the surviving, resulting or ultimate parent entity in such transaction) or any of its Significant Subsidiaries.

(b) Notwithstanding anything in this Agreement to the contrary

(including, without limitation, the provisions of 6.5(a)), each of iXL and Scient and its Board of Directors (including any duly constituted committee thereof) shall be permitted to engage in any discussions or negotiations with, or provide (by any medium) material, non-public data or information to, any Person in response to a bona fide, written Acquisition Proposal by any such Person (not made or received in violation of this Section 6.6), if and only to the extent that, (i) the Required iXL Vote and the Required Scient Vote shall not have been obtained (giving effect to obligations of iXL and Scient, respectively, specified in Section 6.1 hereof), (ii) its Board of Directors concludes in good faith after consultation with independent outside counsel and independent

financial advisors that such Acquisition Proposal is reasonably expected to lead to a Superior Proposal, (iii) prior to providing any information or data to any Person in connection with an Acquisition Proposal by any such Person, its Board of Directors receives from such Person an executed confidentiality agreement having provisions that are customary in such agreements relative to proposed transactions such as the Acquisition Proposal, as advised by outside counsel, provided that if such confidentiality agreement contains provisions that are less restrictive than the comparable provision, or omits restrictive provisions, contained in the Confidentiality Agreement, then upon execution of such confidentiality agreement, the Confidentiality Agreement will be deemed to be amended (and, in fact, thereafter promptly shall be amended) to contain only such less restrictive provisions or to omit such restrictive provisions (as the case may be), and (iv) prior to providing any material, non-public data or information or data to any Person or entering into discussions or negotiations with any Person, such party notifies the other party promptly (and, in any case, within 24 hours) of such inquiries, proposals or offers received by, any such information requested from, or any such discussions or negotiations sought to be initiated or continued with, such Person or any of its representatives indicating, in connection with such notice, the name of such Person and the material terms and conditions (including for this purpose the price, structure, intended accounting and tax treatment, closing conditions, anticipated closing date, and requisite regulatory approvals, to the extent then known or specified by such Person) of any inquiries, indications of interest, proposals, term sheets or offers. Each of iXL and Scient agrees that it will promptly keep the other party informed of the status and terms of any such inquiries,

indications of interest, proposals, term sheets or offers and the status and terms of any such discussions or negotiations and promptly shall provide each other with true and complete copies of all documents and instruments related thereto.

If (x) iXL makes a Change in the iXL Recommendation or (y) Scient makes a Change in the Scient Recommendation, in each case in connection with an Acquisition Proposal, such party (A) shall provide immediate written notice to the other party advising such other party of such occurrence and specifying the identity of the Person making the Acquisition Proposal as well as the material terms and conditions (including for this purpose, price, structure, intended accounting and tax treatment, closing conditions, anticipated closing date and requisite regulatory approvals, to the extent then known) of such Acquisition Proposal and (B) shall postpone or delay the iXL Stockholders Meeting or the Scient

Stockholders Meeting, as the case may be, for not less than five days after the date such written notice is provided to the other party.

Each of iXL and Scient agrees that it shall, and shall cause its officers, directors and representatives to, immediately cease and cause to be terminated all activities, discussions and negotiations existing as of the date of this Agreement with any parties conducted heretofore with respect to any Acquisition Proposal. Each of iXL and Scient agrees that it will promptly inform its directors, officers, key employees, agents and representatives of the obligations undertaken in this Section 6.6 and use its reasonable best efforts to obtain their express acknowledgment (which need not be in writing) of the terms hereof.

Nothing in this Section 6.6 shall (i) permit iXL or Scient to terminate this Agreement (except as specifically provided in Article 8 hereof) or (ii) affect any other obligation of iXL or Scient under this Agreement. Notwithstanding any provision of this Agreement, neither iXL nor Scient shall submit to the vote of its stockholders at the iXL Stockholders Meeting or the Scient Stockholders Meeting, as applicable, any Acquisition Proposal, other than the iXL Merger or Scient Merger, respectively.

"Superior Proposal" means with respect to iXL or Scient, as the case may be, a bona fide, written proposal made by a Third Party (1) regarding a merger,

reorganization, consolidation, share exchange, business combination, recapitalization or similar transaction involving such party as a result of which the other party thereto or its stockholders would own a majority of the outstanding combined voting power of the entity surviving or resulting from such transaction (or the ultimate parent entity thereof), (2) which is on terms which the Board of Directors of such party in good faith concludes (following receipt of the advice of an independent financial advisor of national standing and of independent outside counsel), after taking into account, among other things, the long-term strategic objectives of such party and all legal, financial, tax, accounting, regulatory and other aspects of the proposal and the Person making the proposal (including its likelihood of consummation and the anticipated timing thereof), (3) which, if consummated, would result in a transaction that is more favorable to its stockholders (in their capacities as stockholders), from a financial point of view, than the transactions contemplated by this Agreement, and (4) which provides that any requisite external financing (sufficient to pay the cash portion, if any, of the proposed transaction consideration and expenses related thereto) is either then committed or otherwise funded and not subject to any material contingency (other than customary third party lender "market outs").

"Change in the iXL Recommendation" means (x) withdrawing, modifying or qualifying (or proposing publicly or otherwise to withdraw, modify or qualify) in any manner adverse to Scient the iXL Recommendation, or (y) taking any action or making

any statement (not described in the foregoing clause (x)) in connection with the iXL Stockholders Meeting otherwise inconsistent with the iXL Recommendation.

"Change in the Scient Recommendation" means (x) withdrawing, modifying, or qualifying (or proposing publicly or otherwise to withdraw, modify or qualify) in any manner adverse to iXL the Scient Recommendation, or (y) taking any action or making any statement (not described in the foregoing clause (x)) in connection with the Scient Stockholders Meeting otherwise inconsistent with the Scient Recommendation. 6.7. Fees and Expenses. Subject to Section 8.2, whether or not the Mergers are consummated, all Expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such Expenses, except that if the Mergers are consummated, Holdco shall pay, or cause to be paid, any and all Expenses incurred by the parties hereto; provided, however, Expenses incurred in connection with (i) the preparation, filing, printing and mailing of the Joint Proxy Statement/Prospectus and Form S-4, and (ii) all fees and costs relating to all necessary filings (and the prosecution thereof) under the HSR Act, shall be shared equally by iXL and Scient irrespective of whether the Mergers are consummated. As used in this Agreement, "Expenses" includes all out-of-pocket expenses (including, without limitation, all fees and expenses of counsel,

accountants, investment bankers, experts and consultants to a party hereto and its Affiliates) incurred by a party or on its behalf in connection with or related to the authorization, preparation, negotiation, execution and performance of this Agreement and the Voting Agreements and the transactions contemplated hereby, including the preparation, printing, filing and mailing of the Joint Proxy Statement/Prospectus and Form S-4 and the solicitation of stockholder approvals and all other matters related to the transactions contemplated hereby and thereby. The parties hereto shall cooperate with each other in preparing, executing and filing all Tax Returns with respect to property or transfer taxes.

6.8. Directors' and Officers' Indemnification and Insurance.

(a) Holdco shall (i) indemnify and hold harmless and provide advancement of expenses to all past and present directors, officers and employees of Scient and its Subsidiaries (in all of their capacities) (x) to the same extent such persons are indemnified or have the right to advancement of expenses at the date of this Agreement by Scient pursuant to Scient's certificate of incorporation, bylaws and indemnification agreements, if any, in existence on the date hereof with any directors, officers and employees of Scient and its Subsidiaries, and (y) without limitation to clause (x), to the fullest extent permitted by law, in each case for acts or omissions occurring at or prior to the Effective Time (including for directors' acts or omissions occurring in connection with the approval of this Agreement and the consummation of the transactions contemplated hereby), (ii) include and cause to be maintained in effect in Holdco's (or any successor's) certificate of incorporation and bylaws after the Effective Time, provisions

regarding elimination of liability of directors, indemnification of officers, directors and employees and advancement of expenses which are, in the aggregate, no less advantageous to the intended beneficiaries than the corresponding provisions contained in the current certificate of incorporation and bylaws of Scient, and (iii) cause to be maintained for a period of six years after the Effective Time the current policies of directors' and officers' liability insurance and fiduciary liability insurance maintained by Scient (provided that Holdco (or any successor) may substitute therefor one or more policies of at least the same scope of coverage and amounts containing terms and conditions which are, in the aggregate, no less advantageous to the insured) with respect to claims arising from facts or events that occur at or before the Effective Time;

provided, however, that in no event shall Holdco be required to expend in any one year an amount in excess of 200% of the annual premiums currently paid by Scient for such insurance; and, provided further that if the annual premiums of such insurance coverage exceed such amount, Holdco shall be obligated to obtain a policy with the greatest coverage available for a cost not exceeding such amount. The obligations of Holdco under this Section 6.8(a) shall not be terminated or modified in such a manner as to adversely affect any indemnitee to whom this Section 6.8(a) applies without the consent of such affected indemnitee (it being expressly agreed that the indemnitees to whom this Section 6.8(a) applies shall be third party beneficiaries of this Section 6.8(a)).

(b) Holdco shall (i) indemnify and hold harmless and provide advancement of expenses to all past and present directors, officers and employees of iXL and its Subsidiaries (in all of their capacities) (x) to the same extent such persons are indemnified or have the right to advancement of expenses at the date of this Agreement by iXL pursuant to iXL's certificate of incorporation, bylaws and indemnification agreements, if any, in existence on the date hereof with any directors, officers and employees of iXL and its Subsidiaries, and (y) without limitation to clause (x), to the fullest extent permitted by law, in each case for acts or omissions occurring at or prior to the Effective Time (including for directors acts or omissions occurring in connection with the approval of this Agreement and the consummation of the transactions contemplated hereby), (ii) include and cause to be maintained in effect in Holdco's (or any successor's) certificate of incorporation and bylaws after the Effective Time, provisions regarding elimination of liability of directors, indemnification of officers, directors and employees and advancement of expenses which are, in the aggregate, no less advantageous to the intended beneficiaries than the corresponding provisions contained in the current certificate of

incorporation and bylaws of iXL, and (iii) cause to be maintained for a period of six years after the Effective Time the current policies of directors' and officers' liability insurance and fiduciary liability insurance maintained by iXL (provided that Holdco (or any successor) may substitute therefor one or more policies of at least the same scope of coverage and amounts containing terms and conditions which are, in the aggregate, no less advantageous to the insured) with respect to claims arising from facts or events that occur at or before the Effective Time; provided, however, that in no event shall Holdco

be required to expend in any one year an amount in excess of 200% of the annual premiums currently paid by iXL for such insurance; and, provided further that if the annual premiums of such insurance coverage exceed such amount, Holdco shall be obligated to obtain a policy with the greatest coverage available for a cost not exceeding such amount. The obligations of Holdco under this Section 6.8(b) shall not be terminated or modified in such a manner as to adversely affect any indemnitee to whom this Section 6.8(b) applies without the consent of such affected indemnitee (it being expressly agreed that the indemnitees to whom this Section 6.8(b) applies shall be third party beneficiaries of this Section 6.8(b)).

6.9. Public Announcements. iXL and Scient shall work together in good faith to develop a joint public relations and communications plan with respect to stockholders, market professionals, the investment community, employees, customers and suppliers and each party shall use best efforts (i) to ensure that all press releases and other public statements and announcements (including, without limitation, pursuant to Rules 165 and 425 under the Securities Act and 14a-12 under the Exchange Act) with respect to the transactions contemplated hereby shall be consistent with such joint communications and public relations plan, and (ii) unless otherwise required by applicable law or by obligations pursuant to any listing agreement with or rules of any national securities exchange or U.S. inter-dealer quotation system of a registered national securities association, to consult with each other and give effect to the reasonable comments of the other before issuing any press release or, to the extent practical, otherwise making any public statement or other announcement with respect to this Agreement or the transactions contemplated hereby. The first public announcement of the transactions contemplated by this Agreement made by iXL and Scient, respectively, pursuant to Rule 165 under the Securities Act shall contain the iXL Recommendation and the Scient Recommendation. In addition to the foregoing, except to the extent disclosed in or consistent with the Joint Proxy Statement/Prospectus in accordance with the provisions of Section 6.1, neither iXL nor Scient shall issue any press release or otherwise make any public statement, announcement or disclosure concerning the other party or the other party's business, financial condition or results of operations without the consent of the other party, which consent shall not be unreasonably withheld or delayed.

6.10. Listing of Shares of Holdco Common Stock. Holdco shall use its best efforts to cause the shares of Holdco Common Stock to be issued in the Merger and the

shares of Holdco Common Stock to be reserved for issuance upon exercise of the Scient Stock Options and iXL Stock Options to be approved for listing on the Nasdaq Stock Market, subject to official notice of issuance, prior to the

Effective Time.

6.11. Affiliates.

(a) Not less than 45 days prior to the date of the Scient Stockholders Meeting, Scient shall deliver to iXL a letter identifying all Persons who, in the reasonable judgment of Scient, may be deemed at the time this Agreement is submitted for adoption by the stockholders of Scient, "affiliates" of Scient for purposes of Rule 145(a) under the Securities Act and applicable SEC rules and regulations, and such list shall be updated as necessary to reflect changes from the date thereof. Scient shall use its reasonable best efforts to cause each Person identified on such list to deliver to Holdco not less than 30 days prior to the Effective Time, a written agreement substantially in the form attached as Exhibit H, hereto (an "Affiliate Agreement").

(b) Not less than 45 days prior to the date of the iXL Stockholders Meeting, iXL shall deliver to Scient a letter identifying all Persons who, in the reasonable judgment of iXL, may be deemed at the time this Agreement is submitted for adoption by the stockholders of iXL, "affiliates" of iXL for purposes of Rule 145(a) under the Securities Act and applicable SEC rules and regulations, and such list shall be updated as necessary to reflect changes from the date thereof. iXL shall use its reasonable best efforts to cause each Person identified on such list to deliver to Holdco not less than 30 days prior to the Effective Time, an Affiliate Agreement. The parties to the Affiliate Agreement pursuant to Section 6.11(a) and (b) shall be referred to herein as the "Rule 145 Affiliates".

(c) In conjunction with the Closing, Holdco shall make available to each of the Rule 145 Affiliates the right to enter into a registration rights agreement (the "Affiliate Registration Rights Agreement"), substantially in the form of Exhibit I.

6.12. Section 16 Matters. Prior to the Effective Time, iXL and Scient shall take all such steps as may be required to cause any dispositions of Scient Common Stock or iXL Common Stock (including derivative securities with respect to Scient Common Stock or iXL Common Stock) or acquisitions of Holdco Common Stock (including derivative securities with respect to Holdco Common Stock) resulting from the transactions contemplated by Article 1 or Article 2 of this Agreement by each individual who is subject to the reporting requirements of Section 16(a) of the Exchange Act with respect to iXL and Scient to be exempt under Rule 16b-3 promulgated under the Exchange Act.

6.13. Holdco Stock Option Plan. Holdco shall be authorized to adopt an employee stock option plan effective as of the Closing Date under which it shall be permitted to grant stock options to purchase shares of Holdco Common Stock to employees of Scient and iXL and their respective Subsidiaries, the material terms of which will be as set forth in Schedule 6.13 hereto. The continuing employees of each of iXL and Scient will be granted options in Holdco in a fair and equitable manner pursuant to one or more formulas reasonably determined by the Holdco compensation committee in its sole discretion.

6.14. Notices of Certain Events. Each of iXL and Scient shall promptly notify the other of:

(a) any notice or other communication from any Person alleging that the consent of such Person is or may be required in connection with the transactions contemplated by this Agreement;

(b) any notice or other communication from any governmental or regulatory agency or authority in connection with the transactions contemplated by this Agreement; and

(c) any actions, suits, claims, investigations or proceedings commenced or, to its knowledge, threatened against, relating to or involving or otherwise affecting it or any of its Subsidiaries that, if pending on the date of this Agreement, would have been required to have been disclosed pursuant to Section 4.1(j) or 4.2(j), as the case may be, or that related to the consummation of the transactions contemplated by this Agreement.

6.15. Amendment of Rights Agreement. Prior to the Effective Time, Scient shall duly amend the Rights Agreement to (a) render the Rights Agreement and the Rights inapplicable to this Agreement and the Mergers, (b) ensure that (x) none of the parties to this Agreement shall become or be deemed to be an "Acquiring Person" (as defined in the Rights Agreement), (y) no "Distribution Date" or "Stock Acquisition Date" (as such terms are defined in the Rights Agreement) shall occur, and (z) the Rights shall not separate from the associated shares of Scient Common Stock or provide the holders thereof the right to acquire any securities of any Person (or any interest therein or right thereto), in each case as a result of the execution, delivery or performance of this Agreement or the public announcement, commencement, expiration, extension, pendency or consummation of the Mergers, and (c) provide that the Rights Agreement automatically shall terminate at the Effective Time in accordance with the terms thereof and the terms and conditions of this Agreement, (the amendments referred to in clauses (a), (b) and (c) being hereafter collectively referred to as, the "Rights Agreement Amendments").

ARTICLE 7. CONDITIONS PRECEDENT

7.1. Conditions to Each Party's Obligation to Effect its Respective Merger. The respective obligations of Scient and iXL to effect the Scient Merger and iXL Merger are subject to the satisfaction or waiver on or prior to the Closing Date of the following conditions:

(a) Stockholder Approval. Scient shall have obtained the Required Scient Vote and iXL shall have obtained the Required iXL Vote.

(b) No Injunctions or Restraints, Illegality. No provision of any applicable law or regulation and no judgment, injunction, order or decree of a court of competent jurisdiction shall prohibit the consummation of the Mergers.

(c) HSR Act. The waiting period (and any extension thereof) applicable to the Mergers under the HSR Act shall have been terminated or shall have expired.

(d) Listing. The shares of Holdco Common Stock to be issued in the Mergers and such other shares of Holdco Common Stock to be reserved for issuance in connection with the Mergers shall have been approved for listing on the Nasdaq Stock Market, subject to official notice of issuance.

(e) Effectiveness of the Form S-4. The Form S-4 shall have been declared effective by the SEC under the Securities Act and no stop order suspending the effectiveness of the Form S-4 shall have been issued by the SEC and no proceedings for that purpose shall have been initiated or threatened by the SEC.

7.2. Additional Conditions to Obligations of iXL. The obligations of iXL to effect the iXL Merger are subject to the satisfaction, or waiver by iXL, on or prior to the Closing Date of the following additional conditions:

(a) Representations and Warranties. Each of the representations and warranties of Scient set forth in this Agreement, disregarding all qualifications and exceptions contained therein relating to materiality or Material Adverse Effect, shall be true and correct in all material respects as of the date of this Agreement and as of the Closing Date as though made on and as of the Closing Date (except to the extent that such representations and warranties expressly speak as of another date, in which case such representations and warranties shall be true and correct in all respects as of such other date), except where the failure of such representations and warranties to be true and correct would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on Scient; and iXL shall have

received a

certificate of a senior executive officer of Scient and a senior financial officer to such effect.

(b) Performance of Obligations of Scient. Scient shall have performed or complied with all agreements and -- covenants required to be performed by it under this Agreement at or prior to the Closing Date that are qualified as to materiality or Material Adverse Effect and shall have performed or complied in all material respects with all other material agreements and covenants required to be performed by it under this Agreement at or prior to the Closing Date that are not so qualified, and iXL shall have received a certificate of an senior executive officer of Scient and a senior financial officer of Scient to such effect.

(c) Tax Opinion. iXL shall have received from Greenberg Traurig, LLP, counsel to iXL, on the Closing Date, a written opinion to the effect that for federal income tax purposes the iXL Merger will constitute a reorganization within the meaning of Section 368(a) of the Code. In rendering such opinion, counsel to iXL shall be entitled to rely upon information, representations and assumptions provided by Holdco, iXL and Scient substantially in the form of Exhibit J, (allowing for such amendments to the representations as counsel to iXL deems reasonably necessary).

7.3. Additional Conditions to Obligations of Scient. The obligations of Scient to effect the Scient Merger are subject to the satisfaction, or waiver by Scient, on or prior to the Closing Date of the following additional conditions:

(a) Representations and Warranties. Each of the representations and warranties of iXL set forth in this Agreement, disregarding all qualifications and exceptions contained therein relating to materiality or Material Adverse Effect, shall be true and correct in all material respects as of the date of this Agreement and as of the Closing Date as though made on and as of the Closing Date (except to the extent that such representations and warranties expressly speak as of another date, in which case such representations and warranties shall be true and correct in all material respects as of such other date), except where the failure of such representations and warranties to be true and correct would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on iXL; and Scient shall have received a certificate of a senior executive officer

and a senior financial officer of iXL to such effect.

(b) Performance of Obligations of iXL. iXL shall have performed or complied with all agreements and - covenants required to be performed by it under this Agreement at or prior to the Closing

Date that are qualified as to materiality or Material Adverse Effect and shall have performed or complied in all material respects with all other material agreements and covenants required to be performed by it under this Agreement at or prior to the Closing Date that are not so qualified, and Scient shall have received a certificate of a senior executive officer and a senior financial officer of iXL to such effect.

(c) Tax Opinion. Scient shall have received from Davis Polk & Wardwell, counsel to Scient, on the Closing Date, a written opinion to the effect that for federal income tax purposes the Scient Merger will constitute a reorganization within the meaning of Section 368(a) of the Code. In rendering such opinion, counsel to Scient shall be entitled to rely upon information, representations and assumptions provided by Holdco, iXL and Scient substantially in the form of Exhibit K, (allowing for such amendments to the representations as counsel to Scient deems reasonably necessary).

ARTICLE 8. TERMINATION AND AMENDMENT

8.1. Termination. This Agreement may be terminated at any time prior to the Effective Time, by action taken or authorized by the Board of Directors of the terminating party or parties, and except as provided below, whether before or after approval of the matters presented in connection with the Mergers by the stockholders of Scient or iXL:

(a) By the mutual written consent of iXL and Scient;

(b) By either Scient or iXL, if the Effective Time shall not have occurred at or before 5:30 p.m., Eastern time, on December 31, 2001 (the "Termination Date"); provided, however, that the Termination Date may be extended to a date mutually agreed to by iXL and Scient (which such extended date shall not be earlier than March 31, 2002) if, and only if, the condition set forth in Section 7.1(e) shall not have been satisfied on or prior to the Termination Date; provided, further, however, that the right to terminate this Agreement under this Section 8.1(b) shall not be available to any party whose willful failure to fulfill any obligation under this Agreement (including, without limitation,

such party's obligations set forth in Section 6.5) has been the cause of or resulted in the failure of the Effective Time to occur on or before the Termination Date (or any extended date as contemplated by the immediately preceding proviso);

(c) By either Scient or iXL, if any Governmental Entity shall have issued an order, decree or ruling or taken any action restraining, enjoining or otherwise prohibiting the transactions contemplated

by this Agreement, and such order, decree, ruling or other action shall have become final and nonappealable, provided, however, that the right to terminate this Agreement under this Section 8.1(c) shall not be available to any party whose willful failure to comply with Section 6.5 has been the cause of such action;

(d) By either Scient or iXL, if the Required iXL Vote or the Required Scient Vote shall not have been obtained by reason of the failure to obtain the required vote at a duly held meeting of stockholders or of any adjournment or postponement thereof at which the vote was taken;

(e) By iXL, if Scient shall have failed to (i) make the Scient Recommendation or effected a Change in the Scient Recommendation (or resolved to take any such action, whether or not permitted by the express terms of this Agreement), or (ii) duly notice and convene the Scient Stockholders Meeting in accordance with Section 6.1(b);

(f) By Scient, if iXL shall have failed to (i) make the iXL Recommendation or effected a Change in the iXL Recommendation (or resolved to take any such action, whether or not permitted by the express terms of this Agreement), or (ii) duly notice and convene the iXL Stockholders Meeting in accordance with Section 6.1(c);

(g) By Scient, if iXL shall have breached or failed to perform any of its representations, warranties, covenants or other agreements contained in this Agreement such that the conditions set forth in Section 7.3(a) or (b) are not capable of being satisfied on or before the Termination Date; or

(h) By iXL, if Scient shall have breached or failed to perform any of its representations, warranties, covenants or other agreements contained in this Agreement such that the conditions

set forth in Section 7.2(a) or (b) are not capable of being satisfied on or before the Termination Date.

8.2. Effect of Termination.

(a) If this Agreement is terminated by either Scient or iXL as provided in Section 8.1, this Agreement forthwith shall become void and there shall be no liability or obligation on the part of any of the parties or their respective officers or directors except with respect to the second sentence of Section 6.4, Section 6.7, this Section 8.2 and Article 9, which provisions shall survive such termination, and except that, notwithstanding anything to the contrary contained in

this Agreement, neither iXL nor Scient shall be relieved or released from any liabilities or damages arising out of its willful and material breach of this Agreement.

(b) If a Scient Payment Event occurs, Scient shall pay iXL (by wire transfer of immediately available funds to an account specified by iXL), if, pursuant to clause (x) of the immediately following sentence, simultaneously with the occurrence of such Payment Event or, if pursuant to clause (y) of the immediately following paragraph, not later than two Business Days next following such Scient Payment Event, a termination fee of $7,500,000.

"Scient Payment Event" means (x) the termination of this Agreement by iXL pursuant to Section 8.1(e) or (y) the occurrence of the following event in connection with the termination by iXL of this Agreement pursuant to Section 8.1(d): prior to such termination, an Acquisition Proposal with respect to Scient shall have been publicly announced or otherwise communicated publicly to the senior management, Board of Directors, representatives or stockholders of Scient (a "Scient Public Proposal").

(c) If an iXL Payment Event occurs, iXL shall pay Scient (by wire transfer of immediately available funds to an account specified by Scient), if, pursuant to clause (x) of the immediately following sentence, simultaneously with the occurrence of such iXL Payment Event or, if pursuant to clause (y) of the immediately following paragraph, not later than two Business Days next following such iXL Payment Event, a termination fee of $7,500,000.

"iXL Payment Event" means (x) the termination by Scient of this

Agreement pursuant to Section 8.1(f) or (y) the occurrence of the following event in connection with the termination by Scient of this Agreement pursuant to Section 8.1(d): prior to such termination, an Acquisition Proposal with respect to iXL shall have been publicly announced or otherwise communicated publicly to the senior management, Board of Directors, representatives or stockholders of iXL (an "iXL Public Proposal").

(d) The parties acknowledge that the agreements contained in this Section 8.2 are an integral part of the transactions contemplated by this Agreement, and that, without these agreements, none of the parties would enter into this Agreement; accordingly, if either iXL or Scient fails promptly to pay any amount due pursuant to this Section 8.2, and, in order to obtain such payment, the other party commences a suit which results in a judgment against such party for the fee set forth in this Section 8.2, such party shall pay to the

other party its costs and expenses (including attorneys' fees and expenses) in connection with such suit, together with interest on the amount of the fee at the prime rate thereof as announced by Citibank, N.A. in effect on the date such payment was required to be made notwithstanding the provisions of Section 6.7.

The parties hereto agree that any remedy or amount payable pursuant to this Section 8.2 shall not preclude any other remedy or amount payable hereunder and shall not be an exclusive remedy for any breach of any representation, warranty, covenant or agreement contained in this Agreement.

8.3. Amendment. This Agreement may be amended by the parties hereto, by action taken or authorized by their respective Boards of Directors, at any time before or after approval of the matters presented in connection with the Mergers by the stockholders of Scient and iXL, but, after any such approval, no amendment shall be made which by law or in accordance with the rules of any national securities exchange or U.S. inter-dealer quotation system of a registered national securities association requires further approval by such stockholders without such further approval. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

8.4. Extension; Waiver. At any time prior to the Effective Time, the parties hereto, by action taken or authorized by their respective Boards of Directors, may, to the extent legally allowed, (i) extend the time for the performance of any of the obligations or other acts of the other parties

hereto, (ii) waive any inaccuracies in the representations and warranties contained herein or in any document delivered pursuant hereto and (iii) waive compliance with any of the agreements or conditions contained herein. Any agreement on the part of a party hereto to any such extension or waiver shall be valid only if set forth in a written instrument signed on behalf of such party. The failure of any party to this Agreement to assert any of its rights under this Agreement or otherwise shall not constitute a waiver of those rights.

ARTICLE 9. GENERAL PROVISIONS

9.1. Non-Survival of Representations, Warranties and Agreements. None of the representations, warranties, covenants and other agreements in this Agreement or in any instrument delivered pursuant to this Agreement, including any rights arising out of any breach of such representations, warranties, covenants, agreements and other provisions, shall survive the Effective Time, except for those covenants, agreements and other provisions contained herein (including Section 6.8 and Section 6.2 and Schedule 6.2(a)) that by their terms apply or are to be performed in whole or in part after the Effective Time and this Article 9.

9.2. Notices. All notices and other communications hereunder shall be in writing and shall be deemed duly given (a) on the date of delivery if delivered personally, or by telecopy or facsimile, upon confirmation of receipt, (b) on the first Business Day following the date of dispatch if delivered by a recognized next-day courier service or (c) on the tenth Business Day

following the date of mailing if delivered by registered or certified mail, return receipt requested, postage prepaid. All notices hereunder shall be delivered as set forth below, or pursuant to such other instructions as may be designated in writing by the party to receive such notice:

(a) if to iXL, India Merger Sub or Holdco, to:

Theodore Browne, Esq.
Vice President and General Counsel
c/o iXL Enterprises, Inc. 1600 Peachtree Street, NW
Atlanta, GA 30309
Phone: (404) 279-1000
Fax: (404) 279-6844

with copies (which shall not constitute notice pursuant to this Section 9.2) to each of:

James S. Altenbach, Esq.
c/o Greenberg Traurig, LLP

3290 Northside Parkway, N.W.
Suite 400
Atlanta, GA 30327
Phone: (678) 553-2444
Fax: (678) 553-2445
e-mail: altenbachj@gtlaw.com

- and -

Clifford E. Neimeth, Esq.
c/o Greenberg Traurig, LLP
The Met Life Building
200 Park Avenue
New York, New York 10021
Phone: (212) 801-9383
Fax: (212) 801-6400
e-mail: neimethc@gtlaw.com

(b) if to Scient to:

Christina M. Bark, Esq.
Corporate Counsel
Scient Corporation
860 Broadway
New York, NY 10003
Phone: (917) 534-8332
Fax: (917) 534-8845
e-mail: cbark@scient.com

with a copy (which shall not constitute notice pursuant to Section 9.2) to:

David L. Caplan, Esq.
c/o Davis Polk & Wardwell
450 Lexington Avenue
New York, New York
Phone: (212) 450-2352
Fax: (212) 450-3800
e-mail: david.caplan@dpw.com

(c) if to Holdco, India Merger Sub or Sierra Merger Sub to each of the parties entitled to receive notice pursuant to this Section 9.2 for iXL and Scient.

9.3. Interpretation. All terms defined in this Agreement shall have the defined meanings when used in any certificate or other document made or

delivered pursuant hereto unless specifically otherwise defined therein. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as the feminine and neutral genders of such term. Any agreement, instrument or statute defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument or statute as from time to time amended, modified or supplemented, including in the case of agreements or instruments by waiver or consent, and in the case of statutes, by comparable successor statutes, and references to all attachments thereto and instruments incorporated therein. Each of the parties hereto has participated in the drafting and negotiation of this Agreement such that if any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if it was drafted by all of the parties hereto, collectively, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

When a reference is made in this Agreement to Articles, Sections, Exhibits or Schedules, such reference shall be to an Article or Section of or Exhibit or Schedule to this Agreement unless otherwise indicated. The table of contents and headings contained in this Agreement are for reference purposes only and shall not affect in any way the intended meaning or interpretation of this Agreement. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation" and, thus, shall indicate illustrative examples of the matters that follow and are neither intended nor shall they constitute exhaustive or all-inclusive statements and examples.

In addition, each Section of this Agreement is qualified by the matters set forth with respect to such Section on the iXL Disclosure Schedule, the Scient Disclosure Schedule and the Schedules to this Agreement, as applicable, to the extent specified therein and such other Sections of this Agreement to the extent (including by way of conspicuous cross-reference) a matter in such Section is disclosed in such a way as to make its relevance called for by such other Section readily apparent.

9.4. Counterparts. This Agreement may be executed in counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party; it being understood that both parties need not sign the same counterpart. Signatures transmitted by facsimile or other comparable means shall be deemed to constitute an original.

9.5. Entire Agreement; No Third Party Beneficiaries.

(a) This Agreement, the Voting Agreements, the Confidentiality Agreement and all of the exhibits and schedules hereto

(including the iXL Disclosure Schedule and the Scient Disclosure Schedule) and the other agreements and instruments of the parties delivered in connection herewith constitute the entire agreement and understanding and supersede all prior agreements and understandings, both written and oral, among the parties hereto with respect to the subject matter hereof.

(b) This Agreement shall be binding upon and inure solely to the benefit of each party hereto, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement, other than Section 6.8 (which is intended to be for the benefit of the Persons covered thereby).

9.6. Governing Law. This Agreement shall be governed and construed in accordance with the internal substantive and procedural laws of the State of Delaware (without giving effect to any conflicts of law principles thereof).

9.7. Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

9.8. Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto, in whole or in part (whether by operation of law or otherwise), without the prior written consent of the other parties, and any attempt to make any such assignment without such consent shall be null and void. Subject to the preceding sentence, this Agreement will be binding upon, inure

to the benefit of and be enforceable by the parties and their respective successors and assigns.

9.9. Submission to Jurisdiction; Waivers. Each of the parties to this Agreement irrevocably agrees that any legal action or proceeding with respect to this Agreement or for recognition and enforcement of any judgment in respect hereof brought by any other party hereto or its successors or assigns may be brought and determined in the Chancery Court of the State of Delaware, and each

party hereby irrevocably submits with regard to any such action or proceeding for itself and in respect to its property, generally and unconditionally, to the nonexclusive jurisdiction of the aforesaid court. Each party hereby irrevocably waives, and agrees not to assert, by way of motion, as a defense, counterclaim or otherwise, in any action or proceeding with respect to this Agreement, (a) any claim that it is not personally subject to the jurisdiction of the above-named court for any reason other than the failure to lawfully serve process, (b) that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such court (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise), (c) to the fullest extent permitted by applicable law, that (i) the suit, action or proceeding in any such court is brought in an inconvenient forum, (ii) the venue of such suit, action or proceeding is improper and (iii) this Agreement, or the subject matter hereof, may not be enforced in or by such court and (d) any right to a trial by jury.

9.10. Enforcement. The parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms. It is accordingly hereby agreed that the parties shall be entitled to specific performance of the terms hereof, this being in addition to any other remedy to which they are entitled at law or in equity.

9.11. Definitions. As used in this Agreement:

(a) "Adjustment Factor" means (i) 4.0 or (ii) such other number as shall be determined mutually by the Board of Directors of iXL, Scient and Holdco, respectively, upon the advice and recommendation of the respective independent financial advisors for iXL, Scient and Holdco (taking into account, among other things, the market capitalization of iXL and Scient), which determination shall be made not later than the second Business Day immediately preceding the date on which the Joint Proxy Statement/Prospectus is first disseminated to holders of iXL Common Stock and Scient Common Stock or, if applicable, not later than the second Business Day immediately preceding the date on which the latest supplement to the Joint Proxy Statement/Prospectus is first disseminated to holders of iXL Common Stock and Scient Common Stock.

(b) "Affiliate" shall have the meaning given to such term in Rule 12b-2 under the Exchange Act.

(c) "Audit" means any claim, audit, action, suit, proceeding, investigation, assessment or other examination relating to Taxes

by any Tax Authority or any judicial or administrative proceedings relating to Taxes.

(d) "beneficial ownership" or "beneficially own" shall have the meaning under Section 13(d) of the Exchange Act and the rules and regulations thereunder.

(e) "Benefit Plans" means, with respect to any Person, each employee benefit plan, program, arrangement and contract (including, without limitation, any "employee benefit plan," as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") and any bonus, deferred compensation, stock bonus, stock purchase, restricted stock, stock option, employment, termination, stay agreement or bonus, change in control and severance plan, program, arrangement and contract) in effect on the date of this Agreement or disclosed on the Scient Disclosure Schedule or the iXL Disclosure Schedule, as the case may be, to which such Person or its Subsidiary is a party, which is maintained or contributed to by such Person, or with respect to which such Person could incur material liability under Sections 4069, 4201 or 4212(c) of ERISA.

(f) "Board of Directors" means the Board of Directors of any specified Person and any committees thereof.

(g) "Business Day" means any day on which banks are not required or authorized to close in the City of New York.

(h) "known" or "knowledge" means, with respect to any party, the knowledge of such party's executive officers after reasonable inquiry.

(i) "Intellectual Property" means trademarks, service marks, brand names, certification marks, trade dress and other indications of origin, the goodwill associated with the foregoing and registrations in any jurisdiction of, and applications in any jurisdiction to register, the foregoing, including any extension, modification or renewal of any such registration or application; inventions, discoveries and ideas, whether patentable or not, in any jurisdiction; patents, applications for patents (including, without limitation, divisions, continuations, continuations in part and renewal applications), and any renewals, extensions or reissues thereof, in any jurisdiction; nonpublic information, trade secrets and confidential information and rights in any jurisdiction to limit the use or disclosure thereof by any Person; writings and other

works, whether copyrightable or not, in any jurisdiction; and registrations or applications for registration of copyrights in any jurisdiction, and any renewals or extensions thereof; any similar intellectual property or proprietary rights.

(j) "Material Adverse Effect" means, with respect to any entity any material adverse effect on (i) the business, assets (including cash), financial performance, condition (financial or otherwise), or results of operations of such entity and its Subsidiaries taken as a whole, other than any event, change, circumstance or effect relating (x) to the economy or financial markets in general, or (y) in general to the industries in which such entity operates and not specifically relating to (or having the effect of specifically relating to or having a materially disproportionate effect (relative to most other industry participants) on) such entity, or (z) to the actions taken by the transition and succession team to the extent and in the manner specified in Section 6.2(b), or (ii) the ability of such entity to consummate the transactions contemplated by this Agreement.

(k) "the other party" means, with respect to Scient, iXL and means, with respect to iXL, Scient.

(l) "Person" means an individual, corporation, limited liability entity, partnership, association, trust, unincorporated organization, other entity or group (as defined in the Exchange Act).

(m) "Stockholders Meeting" shall mean, with respect to iXL, the iXL Stockholders Meeting, and with respect to Scient, the Scient Stockholders Meeting.

(n) "Subsidiary" when used with respect to any Person means any corporation or other organization, whether incorporated or unincorporated, not less than a majority of the securities or other equity or ownership or beneficial interests of which having by their terms ordinary voting power to elect a majority of the Board of Directors or others performing similar functions with respect to such corporation or other organization is directly or indirectly owned or controlled by such party or by any one or more of its Subsidiaries, or by such party and one or more of its Subsidiaries.

(o) "Tax" (and, with correlative meaning, "Taxes") means any federal, state, local or foreign income, gross receipts,

property, sales, use, license, excise, franchise, employment, payroll, withholding, alternative or add on minimum, ad valorem, transfer or excise tax, or any other tax, custom, import, duty, governmental fee or other like assessment or charge of any kind whatsoever, together with any interest penalty addition to tax or additional amount, imposed by any Governmental Entity or any obligation to pay Taxes imposed on any person for which a party to this Agreement is liable as a result of any indemnification provision or other contractual obligation or as a result of being or having been before the Effective Time a member of an affiliated, consolidated, combined, or unitary group.

(p) "Tax Authority" means any Governmental Entity vested with authority to levy Taxes.

(q) "Tax Return" means any return, report or similar statement required to be filed with respect to any Tax (including any attached schedules), including, without limitation, any information return, claim for refund, amended return or declaration of estimated Tax.

(r) "Third Party" means (i) with respect to iXL, any Person other than iXL or any of its Subsidiaries and (ii) with respect to Scient, any Person other than Scient or any of its Subsidiaries.

9.12. Performance and Obligations. Whenever this Agreement requires any Subsidiary of iXL or Scient to take any action, such requirement shall be deemed to include an undertaking on the part of iXL (with respect to action by a Subsidiary of iXL) and Scient (with respect to action by a Subsidiary of Scient) and a guarantee by iXL (with respect to action by a Subsidiary of iXL) and a guarantee by Scient (with respect to action by a Subsidiary of Scient) of the full and punctual performance thereof. Whenever, from and after the Effective Time, this Agreement requires the surviving corporation in the

Scient Merger or the surviving corporation in the iXL Merger, as the case may be, to take any action, such requirement shall be deemed to include an undertaking on the part of Holdco to cause such relevant surviving corporation to take such action and a guarantee by Holdco of the performance thereof.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its respective officers thereunto duly authorized, all on the date first written above.

iXL ENTERPRISES, INC.

By: /s/ Michael J. Casey

Name: Michael J. Casey
Title: Senior Vice President and Chief Financial Officer

SCIENT CORPORATION

By: /s/ Robert M. Howe

Name: Robert M. Howe
Title: Chairman and Chief Executive Officer

INDIA-SIERRA HOLDINGS, INC.

By: /s/ Michael J. Casey

Name: Michael J. Casey
Title: Senior Vice President and Chief Financial Officer

INDIA MERGER SUB, INC.

By: /s/ U. Bertram Ellis, Jr.

Name: U. Bertram Ellis, Jr.
Title: President

SIERRA MERGER SUB, INC.

By: /s/ Robert M. Howe

Name: Robert M. Howe

Title: Chairman and Chief Executive Officer

Exhibit 99.1

The following press release was issued jointly by Scient Corporation and iXL Enterprises, Inc.

INVESTOR RELATIONS:
Theresa A. Matacia, CFA
Scient Corporation
415/602-6833
tmatacia@scient.com

MEDIA RELATIONS:
iXL Corporate Communications
Bill Getch
770/380-8481
212/500-4964
bgetch@ixl.com

Shannon Whalen
404/279-3944
swhalen@ixl.com

SCIENT AND iXL ENTERPRISES AGREE TO COMBINE TO EXPAND THE SCOPE AND IMPACT OF THEIR SERVICES

NEW YORK, NEW YORK, July 31, 2001 - Scient Corporation (NASDAQ: SCNT) and iXL Enterprises, Inc. (NASDAQ: IIXL) announced today that they have entered into a definitive agreement providing for a strategic merger of equals. Scient and iXL will become subsidiaries of a new parent company headquartered in New York City and operating under the Scient name. Both boards have approved the transaction and approximately 34% of the shareholders of each company have agreed to vote their respective shares in favor of the merger.

In the transaction, each share of iXL and Scient common stock outstanding immediately prior to the effective time of the merger will be converted into the right to receive 0.25 and 0.31 of a share, respectively, of new holding company's common stock.

The transaction is expected to be accounted for as a purchase and is intended to be a non-taxable transaction to iXL's and Scient's shareholders. The merger agreement is subject to approval by both iXL's and Scient's shareholders and customary closing conditions, including the termination of Hart-Scott-Rodino Act waiting periods and effectiveness of new Scient's registration statement relating to the shares of common stock to be issued to iXL's and Scient's shareholders in the merger. The transaction is expected to close in the fourth quarter of 2001.

First Union Securities and Credit Suisse First Boston Corporation acted as financial advisors to iXL. Thomas Weisel Partners, LLC and Morgan Stanley acted as financial advisors to Scient Corporation.

Strategic Rationale and Benefits

Scient has extensive strategy and architect design expertise and by blending the engineering capabilities of both firms and leveraging iXL's powerful and competitively priced development and implementation skills, the new Scient will have a broader and deeper range of solutions that address the needs of the market.

Scient and iXL expect a range of synergies to result from the proposed business combination and implementation of the combined company's business plan, including:

- Business Synergies: The combined company is expected to have a strong competitive advantage. Scient has created a strong strategy offering with sophisticated diagnostic capability that clients need to drive results. Both Scient and iXL have built significant engineering/implementation capabilities and through iXL's extensive alliance network, the combined company can deliver core business process solutions. Post merger, clients will be able to take advantage of a fully integrated approach, from strategy through implementation, to achieve the results that they require.

- Financial Synergies: Substantial cost savings are expected by consolidating overhead and technology infrastructure. There are also considerable real estate consolidation opportunities which, if successfully implemented, are expected to meaningfully reduce the long-term real estate exposure and increase financial flexibility. By capitalizing on these opportunities to eliminate redundancies, the new Scient is expected to significantly lower its cost structure, improve cash flow, and is expected to achieve breakeven earnings relatively quickly.

- Management Synergies: Each firm has veteran leadership with extensive consulting industry experience and broad vertical market expertise. With common industry and delivery approaches as well as a strong colleague community, we believe the new Scient can successfully enhance its scalable business strategy with high value services.

The combined company will have a veteran leadership team. Bob Howe, chairman and CEO of Scient, will become chairman of the new Scient, Bert Ellis, Chairman of iXL, will become Vice-Chairman of the new Scient, Chris Formant, CEO of iXL, will assume the role of CEO, Stephen Mucchetti, COO of Scient, will become COO, and Mike Casey, CFO of IXL, will assume the role of CFO.

"We are all very excited about our strategic combination with iXL", stated Bob Howe, Chairman and CEO of Scient. "What makes this strategic combination

such a unique opportunity is that we can leverage both firms formidable capabilities. Furthermore, our two franchises are highly compatible ----both have demonstrated leadership, both are very committed to a high degree of client satisfaction and both have built their business on creating value for their client. We believe the combined entity can achieve a leadership position in the market."

Bert Ellis, Chairman of iXL, stated, "This merger has overwhelming strategic advantages but the expected financial synergies are even more compelling. We have already targeted over $100 million of anticipated annual cost savings by combining our two companies.

For example, had our two companies operated as a merged entity for the June 2001 quarter, we believe we would have reported, on a pro forma basis, approximately $3 million of positive EBITDA versus an aggregate EBITDA loss of $27 million. The synergies to be gained will enable the new Scient to achieve profitability."

Chris Formant, CEO of iXL, stated, "The combination of Scient and iXL is intended to create one of the leading consulting firms in the world with a strong combination of resources, market focus and culture. We believe our customer experience driven approaches for B2C, B2B, and B2E bring a set of solutions and capabilities that is difficult to match. IDC recently predicted that the e-services demand is expected to grow from $22 billion in 2000 to $68 billion in 2005, driven by the financial services, manufacturing, and retail industries. The new Scient is being created to capitalize on this growth opportunity."

Scient and iXL will be holding a joint conference call to discuss merger details today, July 31, at 9 a.m. (EDT)/6 a.m. (PDT). Access to the call is as follows:

United States:	(800) 406-5345; Passcode: 536665
Outside United States:	(913) 661-0825; Passcode: 536665

A replay of the July 31st call will be available through August 7, 2001. Access to the replay is as follows:

United States:	(888) 203-1112; Passcode: 536665
Outside United States:	(719) 457-0820; Passcode: 536665

About Scient(R): Scient delivers real results for clients, using extensive eBusiness experience to reduce cost and create new revenue opportunities, based on:

- eBusiness Focus: From the start, Scient's only business has been eBusiness, allowing Scient to gain leading know-how, from strategy

development through implementation;

Industry Expertise: Scient's extensive industry-specific experience in identifying and delivering eBusiness initiatives with high impact; and

Proven Approach: Scient's dynamic integration of strategy, customer experience and technology that drives powerful and differentiated results, faster.

Since 1998, Scient has completed projects for 165 clients, from Global 2000 businesses to start-ups. Headquartered in New York, Scient has offices in London and in key regions throughout the United States. For more information, please go to www.scient.com or call 917-534-8200.

About iXL Enterprises: iXL is an industry-focused global consulting and services company. iXL solves fundamental business issues by digitizing and integrating our clients' sales, customer service, training, production and distribution processes to facilitate interactions with all customers, employees and suppliers across all channels. iXL has done this successfully for some of the world's leading companies, including AIG, BellSouth, British Airways, Budget Rent a Car, Chase, Citicorp, The Coca-Cola Company, Delta Air Lines, DuPont, Eastman Chemical, FedEx, First Union, Fleet, GE and LloydsTSB via its Enterprise, Travel/Transportation, Financial Services, Retail/Consumer Packaged Goods and Manufacturing groups. For more information, visit www.ixl.com .

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This press release contains forward-looking statements within the meaning of the Safe Harbor Provisions of the Private Securities Litigation Reform Act of 1995. Forward-looking statements relate to future events or iXL Enterprises' or Scient Corporation's future financial performance. In some cases, you can identify forward-looking statements by terminology such as "may," "will," "could", "should," "expects," "plans," "anticipates," "believes," "estimates," "projects ", "predicts," "potential" or "continue" or the negative of such terms or other comparable terminology. These statements include, but are not limited to, statements regarding: the expected benefits of the merger such as efficiencies, cost savings, market profile and financial strength, and the competitive ability and position of the combined company. These statements involve known and unknown risks, uncertainties and other factors that may cause iXL Enterprises' or Scient Corporation's or their industry's actual results, levels of activity, performance or achievements to be materially different from any future results, levels of activity, performance or achievements expressed or implied by such forward-looking statements. These statements are only predictions. Actual events or results may differ materially. In evaluating these statements, you should specifically consider various factors, including the inability to obtain, or meet conditions imposed for approvals for the

business combination, failure of the iXL Enterprises or Scient Corporation stockholders to approve the mergers, the risk that the iXL Enterprises and Scient Corporation's businesses will not be coordinated and integrated successfully, and disruption from the merger making it more difficult to maintain relationships with clients, lenders, employees, suppliers or other constituents. For a detailed discussion of additional factors that could cause iXL Enterprises' or Scient Corporation's results to differ materially from those described in the forward-looking statements, please refer to iXL Enterprises' and Scient Corporation's filings with the Securities and Exchange Commission, especially the sections titled "Special Note Regarding Forward-Looking Information" and "Management's Discussion and Analysis of Financial Condition and Results of Operations -- Risk Factors" in iXL Enterprises' 2000 Annual Report on Form 10-K and "Special Note Regarding Forward-Looking Statements" and "Business -- Risk Factors" in Scient Corporation's 2000 Annual Report on Form 10-K. These factors may cause iXL Enterprises' or Scient Corporation's actual results to differ materially from any forward-looking statement.

ADDITIONAL INFORMATION

In connection with these transactions, iXL Enterprises and Scient Corporation will file a joint proxy statement/prospectus and other relevant documents with the Securities and Exchange Commission (the "SEC"). Investors are urged to read the joint proxy statement/prospectus carefully and in its entirety when it becomes available and any other relevant documents filed with the SEC because they will contain important information. You will be able to obtain the documents free of charge at the website maintained by the SEC at www.sec.gov. In addition, you may obtain documents filed with the SEC by iXL Enterprises free of charge by requesting them in writing from iXL Enterprises, 1600 Peachtree St., NW, Atlanta, GA 30309, Attention: Michael J. Casey, or by telephone at 404-279-1000. You may obtain documents filed with the SEC by Scient Corp. free of charge by requesting them in writing from Scient Corporation, 860 Broadway, New York, NY 10003, Attention: Michael Hand, or by telephone at 917-534-8200.

iXL Enterprises and Scient Corporation, and their respective directors and executive officers, may be deemed to be participants in the solicitation of proxies from the stockholders of iXL Enterprises and Scient Corporation in connection with the mergers. Information about the directors and executive officers of iXL Enterprises and their ownership of iXL Enterprises stock is set forth in the proxy statement for iXL Enterprises' 2000 annual meeting of stockholders.

Information about the directors and executive officers of Scient Corporation and their ownership of Scient Corporation stock is set forth in the proxy statement for Scient Corporation's 2001 annual meeting of stockholders. Investors may obtain additional information regarding the interests of such participants by reading the joint proxy statement/prospectus when it becomes

available.

Investors are urged to read the joint proxy statement/prospectus carefully and in its entirety when it becomes available before making any voting or investment decisions.

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Exhibit 99.2

SCIENT VOTING AGREEMENT

This SCIENT VOTING AGREEMENT (this "Agreement"), entered into on this 31st day of July 2001, by and among IXL ENTERPRISES, INC., a Delaware corporation ("iXL"), and the stockholders of SCIENT CORPORATION, a Delaware corporation ("Scient"), that are parties hereto (each, a "Stockholder" and, collectively, the "Stockholders"). Defined terms not defined herein shall have the meaning ascribed to such terms in the Merger Agreement (as defined below).

WITNESSETH:

1. WHEREAS, iXL and Scient, concurrently with the execution and delivery of this Agreement, are entering into that certain Agreement and Plan of Merger, of even date herewith (the "Merger Agreement"), pursuant to which, on the terms and subject to the conditions set forth therein, iXL will engage in a business combination in a merger of equals with Scient (the "Scient Merger");

2. WHEREAS, each Stockholder is the record and beneficial owner of the number of shares of Scient Common Stock set forth on the signature page hereof beneath such Stockholder's name (with respect to each Stockholder, such Stockholder's "Existing Shares" and, together with any shares of Scient Common Stock or other voting capital stock of Scient, the beneficial ownership of which is acquired by such Stockholders after the date hereof, whether upon the exercise of warrants, options, conversion of convertible securities or otherwise, such Stockholder's "Shares"); and

3. WHEREAS, the Stockholders agree to vote all of their respective Shares in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the execution of the Merger Agreement by the parties thereto and the respective representations, warranties, covenants and agreements set forth in this Agreement, and intending to be legally bound hereby and thereby, the parties hereto agree as follows:

ARTICLE 1. VOTING

1.1 Agreement to Vote. Each Stockholder hereby agrees, severally and not jointly, that it shall, and shall cause the holder of record on any applicable record date to, from time to time, at the Scient Stockholders Meeting and any other meeting (whether annual or special and whether or not an adjourned or postponed meeting) of stockholders of Scient, however called, or in connection with any written consent of the holders of Scient Common Stock, (a) if a meeting is held, appear at such meeting or otherwise cause its Shares to be counted as present thereat for purposes of establishing a quorum, and (b) vote or consent (or cause to be voted or consented), in person or by proxy, all of its Shares in favor of the approval and adoption of the Merger Agreement, the Scient Merger and any action required in furtherance thereof and for any of the transactions contemplated by the Merger Agreement.

1.2 No Ownership Interest. Nothing contained in this Agreement shall be deemed to vest in iXL any direct or indirect ownership or incidence of ownership of or with respect to any Shares. All rights, ownership and economic benefits of and

relating to the Shares shall remain vested in and belong to the Stockholders, and iXL shall have no authority to manage, direct, superintend, restrict, regulate, govern, or administer any of the policies or operations of Scient or exercise any power or authority to direct the

Stockholders in the voting of any of the Shares, except as otherwise provided herein, or in the performance of the Stockholder's duties or responsibilities as stockholders of Scient.

1.3 No Inconsistent Agreements. Each Stockholder hereby covenants and agrees that, except as contemplated by this Agreement and the Merger Agreement, the Stockholder (a) has not entered, and shall not enter at any time while this Agreement remains in effect, into any voting agreement or voting trust with respect to the Shares and (b) has not granted, and shall not grant at any time while this Agreement remains in effect, a proxy or power of attorney with respect to the Shares, in either case, which is inconsistent with such Stockholder' s obligations pursuant to this Agreement.

ARTICLE 2. REPRESENTATIONS AND WARRANTIES OF EACH STOCKHOLDER

Each Stockholder hereby, severally and not jointly, represents and warrants to iXL as follows:

2.1 Authorization; Validity of Agreement; Necessary Action. Such Stockholder has full power and authority to execute and deliver this Agreement, to perform such Stockholder's obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance by such Stockholder of this Agreement and the consummation by it of the transactions contemplated hereby have been duly and validly authorized by such Stockholder and no other actions or proceedings on the part of such Stockholder are necessary to authorize the execution and delivery by it of this Agreement and the consummation by it of the transactions contemplated hereby. This Agreement has been duly executed and delivered by such Stockholder, and, assuming this Agreement constitutes a valid and binding obligation of iXL, constitutes a valid and binding obligation of such Stockholder, enforceable against it in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium and similar laws relating to or affecting creditors generally or by general equity principles (regardless of whether such enforceability is considered in a proceeding in equity or at law). If such Stockholder is married and any of such Stockholder's Shares constitute community property under applicable laws, this Agreement has been duly authorized, executed and delivered by, and constitutes the valid and binding agreement of, such Stockholder's spouse. If this Agreement is being executed in a representative or fiduciary capacity, the individual or entity signing this Agreement has the full power and authority to enter into and perform this Agreement.

2.2 Non-Contravention. The execution, delivery and performance by such Stockholder of this Agreement and the consummation of the transactions contemplated hereby do not and will not result in any breach or violation of or be in conflict with or constitute a default under any term of (i) any agreement, judgment, injunction, order, decree, law regulation or arrangement to which such Stockholder is a party or by which such Stockholder (or any of its assets) is bound, except for any such breach, violation, conflict or

default which, individually or in the aggregate, would not impair or affect such Stockholder's ability to cast all votes necessary to approve and adopt the Merger Agreement and the transactions contemplated by the Merger Agreement or (ii) if such Stockholder is an entity, its certificate of incorporation or bylaws.

2.3 Shares. Such Stockholder's Existing Shares are, and all of its Shares from the date hereof through and on the Closing Date will be, owned beneficially by such Stockholder. As of the date hereof, such Stockholder's Existing Shares constitute all of the shares of Scient Common Stock owned of record or beneficially by such Stockholder. Such Stockholder has or will have the voting power, power of disposition, power to issue instructions with respect to the matters set forth in Article I hereof, and power to agree to all of the matters set forth in this Agreement, in each case with respect to all of such Stockholder's Existing Shares and with respect to all of such Stockholder's Shares on the Closing Date, with no limitations, qualifications or restrictions on such rights, subject to applicable federal securities laws and the terms of this Agreement.

2.4 Finder's Fee. No investment banker, broker, finder or other intermediary is entitled to a fee or commission from Scient or iXL in respect of this Agreement based upon any arrangement or agreement made by or on behalf of such Stockholder.

ARTICLE 3. REPRESENTATIONS AND WARRANTIES OF INDIA

iXL represents and warrants to each Stockholder as follows:

3.1 Corporate Authorization. The execution, delivery and performance by iXL of the transactions contemplated hereby are within the corporate powers of iXL and have been duly authorized by all necessary corporate action.

3.2 Binding Obligation. This Agreement has been duly executed and delivered by iXL, and, assuming this Agreement constitutes a valid and binding obligation of each Stockholder, constitutes a valid and binding obligation of iXL, enforceable against it in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium and similar laws relating to or affecting creditors generally or by general equity principles (regardless of whether such enforceability is considered in a proceeding in equity or at law).

ARTICLE 4. OTHER COVENANTS

4.1 Further Agreements.

(a) Each Stockholder, severally and not jointly, hereby agrees, while this Agreement is in effect, not to sell, transfer, pledge, encumber, assign or otherwise dispose of or enforce or permit the execution of the provisions of any redemption, share purchase or sale, recapitalization or other agreement with Scient or enter into any contract, option or other arrangement or understanding with respect to the offer for sale, sale, transfer, pledge, encumbrance, assignment or other disposition of, any of its Existing Shares, any Shares acquired after the date hereof, any securities exercisable for

or convertible into Scient Common Stock, any other capital stock of Scient or any interest in any of the foregoing with any Person.

(b) In the event of a stock dividend or distribution, or any change in Scient Common Stock by reason of any stock dividend or distribution, or any change in Scient Common Stock by reason of any stock dividend, split-up, recapitalization, combination, exchange of shares or the like, the term " Shares" shall be deemed to refer to and include the Shares as well as all such stock dividends and distributions and any securities into which or for which any or all of the Shares may be changed or exchanged or which are received in such transaction.

(c) Each Stockholder covenants and agrees with the other Stockholders and for the benefit of Scient (which shall be a third party beneficiary of this Section 4.1(c)) to comply with and perform all its obligations under this Agreement. Notwithstanding any provision in this Agreement to the contrary, it is understood and agreed that all representations, warranties, covenants and agreements made by a Stockholder pursuant to this Agreement are made (i) on a several, not joint, basis and (ii) only as to such Stockholder.

ARTICLE 5. GENERAL PROVISIONS

5.1 Termination. This Agreement shall terminate and no party shall have any rights or duties hereunder upon the earlier of (a) the Effective Time or (b) termination of the Merger Agreement pursuant to Section 8.1 thereof. Nothing in this Section 5.1 shall relieve or otherwise limit any party of liability for breach of this Agreement.

5.2 Notices. All notices and other communications hereunder shall be in writing and shall be deemed duly given (a) on the date of delivery if delivered personally, or by telecopy or facsimile, upon confirmation of receipt, (b) on the first Business Day following the date of dispatch if delivered by a recognized next-day courier service, or (c) on the tenth Business Day following the date of mailing if delivered by registered or certified mail, return receipt requested, postage prepaid. All notices hereunder shall be delivered as set forth below, or pursuant to such other instructions as may be designated in writing by the party to receive such notice:

if to iXL to:
iXL Enterprises, Inc.
1600 Peachtree St
Atlanta, GA 30309
Fax: 404/279-3844
Attention: Theodore W. Browne
e-mail: tbrowne@ixl.com

with a copy to:
Greenberg Traurig, LLP.
3290 Northside Parkway, N.W.
Suite 400
Atlanta, GA 30327
Phone: (678) 553-2444
Fax: (678) 553-2445

e-mail: altenbachj@gtlaw.com
Attention: James Altenbach, Esq.

and a copy to:
Greenberg Traurig, LLP
The MetLife Building
200 Park Avenue
New York, New York 10021
Tel: (212) 801-9383
Fax: (212) 801-6400
email: neimethc@gtlaw.com
Attention: Clifford E. Neimeth, Esq.

If to the Stockholders party hereto:
to the address set forth below the name of such
Stockholders on the signature pages hereof

5.3 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that both parties need not sign the same counterpart. Signatures transmitted by facsimile or other comparable means shall be deemed an original.

5.4 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Delaware (without giving effect to choice of law principles thereof).

5.5 Enforcement. The parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms. It is accordingly agreed that the parties shall be entitled to specific performance of the terms hereof, this being in addition to any other remedy to which they are entitled at law or in equity

5.6 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

5.7 Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto, in whole or in part (whether by operation of law or otherwise), without the prior written consent of (i) iXL, in the case of an assignment by any Stockholder, and (ii) those Stockholders holding more than 50% of the Scient Common Stock held by all Stockholders, in the case of an assignment by iXL, and any attempt to make any such assignment without such consent shall be null and void. Subject to the preceding sentence, this Agreement will be binding upon, inure

to the benefit of and be enforceable by the parties and their respective successors and assigns (including, in the case of an individual, any executors, administrators, estates or legal representatives of such individual).

5.8 Submission to Jurisdiction; Waivers. Each of the parties to this Agreement irrevocably agrees that any legal action or proceeding with respect to this Agreement or for recognition and enforcement of any judgment in respect hereof brought by any other party hereto or its successors or assigns shall be brought and determined in the Chancery or other Courts of the State of Delaware, and each party hereby irrevocably submits with regard to any such action or proceeding for itself and in respect to its property, generally and unconditionally, to the exclusive jurisdiction of the aforesaid courts with respect to any such matter. Each party hereby irrevocably waives, and agrees not to assert, by way of motion, as a defense, counterclaim or otherwise, in any action or proceeding with respect to this Agreement, (a) any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason other than the failure to lawfully serve process, (b) that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise), (c) to the fullest extent permitted by applicable law, that (i) the suit, action or proceeding in any such court is brought in an inconvenient forum, (ii) the venue of such suit, action or proceeding is improper, and (iii) this Agreement, or the subject matter hereof, may not be enforced in or by such courts, and (d) any right to a trial by jury.

5.9 Expenses. All costs and expenses incurred in connection with this Agreement shall be paid by the party incurring such cost or expense.

5.10 Amendments. This Agreement may not be modified or amended, except upon the execution and delivery of a written agreement executed by the parties hereto.

5.11 Certain Definitions. For purposes of this Agreement, (i) the term "beneficial ownership" (or any similar term) shall have the meaning set forth in Rule 13d-3 under the Securities Exchange Act of 1934, and (ii) the term "Merger Agreement" shall include the Merger Agreement as amended from time to time (but only to the extent any such amendment does not materially adversely affect the rights and interests of the Stockholders).

5.12 Action in Stockholder Capacity Only. Each representation, warranty, covenant and agreement made by a Stockholder hereunder is made in such Stockholder's capacity as a stockholder only, not as an officer or director of Scient. Nothing herein shall limit or affect any Stockholder's ability to take any action in his or her capacity as an officer or director of Scient.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be signed by its respective officers thereunto duly authorized, all as of the date first written above.

iXL:

iXL Enterprises, Inc.

By: /s/ Michael J. Casey

Name: Michael J. Casey
Title: Senior Vice President and Chief Financial Officer

Stockholders:

/s/ Robert M. Howe

Robert M. Howe

/s/ Stephen A. Mucchetti

Stephen A. Mucchetti

/s/ Eric Greenberg

Eric Greenberg

INNOVATION INVESTMENTS, LLC

By: /s/ Eric Greenberg

Name: Eric Greenberg
Title: President and Chief Executive Officer

BENCHMARK CAPITAL PARTNERS II, L.P., as nominee for
Benchmark Capital Partners II, L.P.
Benchmark Founders' Fund II, L.P.
Benchmark Founders' Fund II-A, L.P.
Benchmark Members' Fund II, L.P.

By: Benchmark Capital Management Co. II, L.L.C.,
its General Partner

By: /s/ David Beirne

Name: David Beirne
Title: Managing Member

Sequoia Capital VII
Sequoia Technology Partners VII
Sequoia International Partners

By: SC VII-A Management, LLC
A California Limited Liability Company,
General Partner of Each

By: /s/ Douglas Leone

Name: Douglas Leone
Title: Managing Member

Sequoia 1997, LLC

By: /s/ Douglas Leone

SQP 1997

By: /s/ Douglas Leone

SEQUOIA CAPITAL FRANCHISE FUND
SEQUOIA CAPITAL FRANCHISE PARTNERS

By: SCFF Management, LLC
A Delaware Limited Liability Company
General Partner of Each

By: /s/ Douglas Leone

Name: Douglas Leone
Title: Managing Member

HOWE FAMILY TRUST

By: /s/ Robert M. Howe

Name: Robert M. Howe

HOWE 2000 GRANTOR RETAINED ANNUITY TRUST

By: /s/ Robert M. Howe

Name: Robert M. Howe

HOWE FAMILY FOUNDATION

By: /s/ Robert M. Howe

Name: Robert M. Howe

By: /s/ Stephen A. Mucchetti

Stephen A. Mucchetti, as Joint Tenant with right of survivorship

By: /s/ Rebecca S. Mucchetti

Rebecca S. Mucchetti, as Joint Tenant with right of survivorship

SCHEDULE OF COMMON STOCK OWNERSHIP

<TABLE>

Shareholder	Number of shares of Sierra Common Stock
<S>	<C>
Robert M. Howe	1,050,001
Eric Greenberg	47,088
Innovation Investments, LLC	8,440,366
Benchmark Capital Partners II, L.P., as nominee for Benchmark Capital Partners II, L.P. Benchmark Founders' Fund II, L.P. Benchmark Founders' Fund II-A, L.P. Benchmark Members' Fund II, L.P.	1,753,910

Sequoia Capital VII	5,791,199
Sequoia Technology Partners VII	253,169
Sequoia International Partners	101,267
Sequoia 1997, LLC	66,078
SQP 1997	117,470
Sequoia Capital Franchise Fund	1,171,494
Sequoia Capital Franchise Partners	130,166
Howe Family Trust	4,728,609
Howe 2000 Grantor Retained Annuity Trust	500,000
Howe Family Foundation	40,000
Stephen A. Mucchetti and Rebecca S. Mucchetti, as Joint Tenants with right of survivorship	1,170,000
TOTAL	25,360,817

</TABLE>

Exhibit 99.3

iXL VOTING AGREEMENT

This iXL VOTING AGREEMENT (this "Agreement"), entered into on this 31st day of July, 2001, by and among SCIENT CORPORATION, a Delaware corporation ("Scient"), and the stockholders of IXL ENTERPRISES, INC., a Delaware corporation ("iXL"), that are parties hereto (each, a "Stockholder" and, collectively, the "Stockholders"). Defined terms not defined herein shall have the meaning ascribed to such terms in the Merger Agreement (as defined below).

WITNESSETH:

1. WHEREAS, Scient and iXL, concurrently with the execution and delivery of this Agreement, are entering into that certain Agreement and Plan of Merger, of even date herewith (the "Merger Agreement"), pursuant to which, on the terms and subject to the conditions set forth therein, Scient will engage in a business combination in a merger of equals with iXL (the "iXL Merger");

2. WHEREAS, each Stockholder is the record and beneficial owner of the number of shares of iXL Common Stock set forth on the signature page hereof beneath such Stockholder's name (with respect to each Stockholder, such Stockholder's " Existing Shares" and, together with any shares of iXL Common Stock or other voting capital stock of iXL, the beneficial ownership of which is acquired by such Stockholders after the date hereof, whether upon the exercise of warrants, options, conversion of convertible securities or otherwise, such Stockholder's "Shares"); and

3. WHEREAS, the Stockholders agree to vote all of their respective Shares in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the execution of the Merger Agreement by the parties thereto and the respective representations, warranties, covenants and agreements set forth in this Agreement, and intending to be legally bound hereby and thereby, the parties hereto agree as follows:

ARTICLE 1. VOTING

1.1 Agreement to Vote. Each Stockholder hereby agrees, severally and not jointly, that it shall, and shall cause the holder of record on any applicable record date to, from time to time, at the iXL Stockholders Meeting and any other meeting (whether annual or special and whether or not an adjourned or postponed meeting) of stockholders of iXL, however called, or in connection with any written consent of the holders of iXL Common Stock, (a) if a meeting is held, appear at such meeting or otherwise cause its Shares to be counted as present thereat for purposes of establishing a quorum, and (b) vote or consent (or cause to be voted or consented), in person or by proxy, all of its Shares in favor of the approval and adoption of the Merger Agreement, the iXL Merger and any action required in furtherance thereof and for any of the transactions contemplated by the Merger Agreement.

1.2 No Ownership Interest. Nothing contained in this Agreement shall be deemed to vest in Scient any direct or indirect ownership or incidence of ownership of or with respect to any Shares. All rights, ownership and economic benefits of and relating to the Shares shall remain vested in and belong to the Stockholders, and Scient shall have no authority to manage, direct, superintend, restrict, regulate, govern, or administer any of the policies or operations of iXL or exercise any power or authority to

direct the Stockholders in the voting of any of the Shares, except as otherwise provided herein, or in the performance of the Stockholder's duties or responsibilities as stockholders of iXL.

1.3 No Inconsistent Agreements. Each Stockholder hereby covenants and agrees that, except as contemplated by this Agreement and the Merger Agreement, the Stockholder (a) has not entered, and shall not enter at any time while this Agreement remains in effect, into any voting agreement or voting trust with respect to the Shares and (b) has not granted, and shall not grant at any time while this Agreement remains in effect, a proxy or power of attorney with respect to the Shares, in either case, which is inconsistent with such

Stockholder' s obligations pursuant to this Agreement.

ARTICLE 2. REPRESENTATIONS AND WARRANTIES OF EACH STOCKHOLDER

Each Stockholder hereby, severally and not jointly, represents and warrants to Scient as follows:

2.1 Authorization; Validity of Agreement; Necessary Action. Such Stockholder has full power and authority to execute and deliver this Agreement, to perform such Stockholder's obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance by such Stockholder of this Agreement and the consummation by it of the transactions contemplated hereby have been duly and validly authorized by such Stockholder and no other actions or proceedings on the part of such Stockholder are necessary to authorize the execution and delivery by it of this Agreement and the consummation by it of the transactions contemplated hereby. This Agreement has been duly executed and delivered by such Stockholder, and, assuming this Agreement constitutes a valid and binding obligation of Scient, constitutes a valid and binding obligation of such Stockholder, enforceable against it in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium and similar laws relating to or affecting creditors generally or by general equity principles (regardless of whether such enforceability is considered in a proceeding in equity or at law). If such Stockholder is married and any of such Stockholder's Shares constitute community property under applicable laws, this Agreement has been duly authorized, executed and delivered by, and constitutes the valid and binding agreement of, such Stockholder's spouse. If this Agreement is being executed in a representative or fiduciary capacity, the individual or entity signing this Agreement has the full power and authority to enter into and perform this Agreement.

2.2 Non-Contravention. The execution, delivery and performance by such Stockholder of this Agreement and the consummation of the transactions contemplated hereby do not and will not result in any breach or violation of or be in conflict with or constitute a default under any term of (i) any agreement, judgment, injunction, order, decree, law regulation or arrangement to which such Stockholder is a party or by which such Stockholder (or any of its assets) is bound, except for any such breach, violation, conflict or default which, individually or in the aggregate, would not impair or affect such Stockholder's ability to cast all votes necessary to approve and adopt the Merger Agreement and the transactions contemplated by the Merger Agreement or (ii) if such Stockholder is an entity, its certificate of incorporation or bylaws.

2.3 Shares. Such Stockholder's Existing Shares are, and all of its Shares from the date hereof through and on the Closing Date will be, owned beneficially by such Stockholder. As of the date

hereof, such Stockholder's Existing Shares constitute all of the shares of iXL Common Stock owned of record or beneficially by such Stockholder. Such Stockholder has or will have the voting power, power of disposition, power to issue instructions with respect to the matters set forth in Article I hereof, and power to agree to all of the matters set forth in this Agreement, in each case with respect to all of such Stockholder's Existing Shares and with respect to all of such Stockholder's Shares on the Closing Date, with no limitations, qualifications or restrictions on such rights, subject to applicable federal securities laws and the terms of this Agreement.

2.4 Finder's Fee. No investment banker, broker, finder or other intermediary is entitled to a fee or commission from iXL or Scient in respect of this Agreement based upon any arrangement or agreement made by or on behalf of such Stockholder.

ARTICLE 3. REPRESENTATIONS AND WARRANTIES OF INDIA

Scient represents and warrants to each Stockholder as follows:

3.1 Corporate Authorization. The execution, delivery and performance by Scient of the transactions contemplated hereby are within the corporate powers of Scient and have been duly authorized by all necessary corporate action.

3.2 Binding Obligation. This Agreement has been duly executed and delivered by Scient, and, assuming this Agreement constitutes a valid and binding obligation of each Stockholder, constitutes a valid and binding obligation of Scient, enforceable against it in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium and similar

laws relating to or affecting creditors generally or by general equity principles (regardless of whether such enforceability is considered in a proceeding in equity or at law).

ARTICLE 4. OTHER COVENANTS

4.1 Further Agreements.

(a) Each Stockholder, severally and not jointly, hereby agrees, while this Agreement is in effect, not to sell, transfer, pledge, encumber, assign or otherwise dispose of or enforce or permit the execution of the provisions of any redemption, share purchase or sale, recapitalization or other agreement with iXL or enter into any contract, option or other arrangement or understanding with respect to the offer for sale, sale, transfer, pledge, encumbrance, assignment or other disposition of, any of its Existing Shares, any Shares acquired after the date hereof, any securities exercisable for or convertible into iXL Common Stock, any other capital stock of iXL or any interest in any of the foregoing with any Person.

(b) In the event of a stock dividend or distribution, or any change in iXL Common Stock by reason of any stock dividend or distribution, or any change in iXL Common Stock by reason of any stock dividend, split-up, recapitalization, combination, exchange of shares or the like, the term " Shares" shall be deemed to refer to and include the Shares as well as all such stock dividends and distributions and any securities into which or for which any or all of the Shares may be changed or exchanged or which are received in such transaction.

(c) Each Stockholder covenants and agrees with the other Stockholders and for the benefit of iXL (which shall be a third party beneficiary of this Section 4.1(c)) to comply with and perform all its obligations under this Agreement. Notwithstanding any provision in this Agreement to the contrary, it is understood and agreed that all representations, warranties, covenants and agreements made by a Stockholder pursuant to this Agreement are made (i) on a several, not joint, basis and (ii) only as to such Stockholder.

ARTICLE 5. GENERAL PROVISIONS

5.1 Termination. This Agreement shall terminate and no party shall have any rights or duties hereunder upon the earlier of (a) the Effective Time or (b) termination of the Merger Agreement pursuant to Section 8.1 thereof. Nothing in this Section 5.1 shall relieve or otherwise limit any party of liability for breach of this Agreement.

5.2 Notices. All notices and other communications hereunder shall be in writing and shall be deemed duly given (a) on the date of delivery if delivered personally, or by telecopy or facsimile, upon confirmation of receipt, (b) on the first Business Day following the date of dispatch if delivered by a recognized next-day courier service, or (c) on the tenth Business Day following the date of mailing if delivered by registered or certified mail, return receipt requested, postage prepaid. All notices hereunder shall be delivered as set forth below, or pursuant to such other instructions as may be designated in writing by the party to receive such notice:

if to Scient to:
Scient Corporation
405 Lexington Avenue
10th Floor
New York, NY 10174
Fax: (646) 487-8700
Attention: President

with a copy to:
Davis Polk & Wardwell
450 Lexington Avenue
New York, NY 10017
Tel: (212) 450-4000
Fax: (212) 450-3800
email: david.caplan@dpw.com
Attention: David L. Caplan, Esq.

If to the Stockholders party hereto:
to the address set forth next to the name of such
Stockholders on the signature pages hereof

with a copy to:
Greenberg Traurig, LLP
3290 Northside Parkway, N.W.
Suite 400

Atlanta, GA 30327
Phone: (678) 553-2444
Fax: (678) 553-2445
e-mail: altenbachj@gtlaw.com
Attention: James S. Altenbach, Esq.

5.3 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that both parties need not sign the same counterpart. Signatures transmitted by facsimile or other comparable means shall be deemed an original.

5.4 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Delaware (without giving effect to choice of law principles thereof).

5.5 Enforcement. The parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms. It is accordingly agreed that the parties shall be entitled to specific performance of the terms hereof, this being in addition to any other remedy to which they are entitled at law or in equity

5.6 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

5.7 Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto, in whole or in part (whether by operation of law or otherwise), without the prior written consent of (i) Scient, in the case of an assignment by any Stockholder, and (ii) those Stockholders holding more than 50% of the iXL Common Stock held by all Stockholders, in the case of an assignment by Scient, and any attempt to make any such assignment without such consent shall be null and void. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns (including, in the case of an individual, any executors, administrators, estates or legal representatives of such individual).

5.8 Submission to Jurisdiction; Waivers. Each of the parties to this Agreement irrevocably agrees that any legal action or proceeding with respect to this Agreement or for recognition and enforcement of any judgment in respect hereof brought by any other party hereto or its successors or assigns shall be brought and determined in the Chancery or other Courts of the State of Delaware, and each party hereby irrevocably submits with regard to any such action or proceeding for itself and in respect to its property, generally and unconditionally, to the exclusive jurisdiction of the aforesaid courts with respect to any such matter. Each party hereby irrevocably waives, and agrees not to assert, by way of motion, as a defense, counterclaim or otherwise, in any action or proceeding with respect to

this Agreement, (a) any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason other than the failure to lawfully serve process, (b) that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or

otherwise), (c) to the fullest extent permitted by applicable law, that (i) the suit, action or proceeding in any such court is brought in an inconvenient forum, (ii) the venue of such suit, action or proceeding is improper, and (iii) this Agreement, or the subject matter hereof, may not be enforced in or by such courts, and (d) any right to a trial by jury.

5.9 Expenses. All costs and expenses incurred in connection with this Agreement shall be paid by the party incurring such cost or expense.

5.10 Amendments. This Agreement may not be modified or amended, except upon the execution and delivery of a written agreement executed by the parties hereto.

5.11 Certain Definitions. For purposes of this Agreement, (i) the term "beneficial ownership" (or any similar term) shall have the meaning set forth in Rule 13d-3 under the Securities Exchange Act of 1934, and (ii) the term "Merger Agreement" shall include the Merger Agreement as amended from time to time (but only to the extent any such amendment does not materially adversely affect the rights and interests of the Stockholders).

5.12 Action in Stockholder Capacity Only. Each representation, warranty, covenant and agreement made by a Stockholder hereunder is made in such Stockholder's capacity as a stockholder only, not as an officer or director of iXL. Nothing herein shall limit or affect any Stockholder's ability to take any action in his or her capacity as an officer or director of iXL.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be signed by its respective officers thereunto duly authorized, all as of the date first written above.

Scient:

Scient Corporation

By: /s/ Robert M. Howe

Name: Robert M. Howe
Title: Chairman and Chief Executive Officer

<TABLE>

Stockholders:

Address	Stockholder
<S>	<C>
320 Park Avenue, 24th Floor New York, NY 10002 Tel: (212) 751-3939 Fax: (212) 223-2379 Attention: James J. Connors II, Esq.	Kelso Investment Associates V, L.P. By: Kelso Partners V, L.P. By: /s/ Frank K. Bynum, Jr. --- Name: Frank K. Bynum, Jr. Title: General Partner Number of shares of iXL Common Stock: 14,673,227
320 Park Avenue, 24th Floor New York, NY 10002 Tel: (212) 751-3939 Fax: (212) 223-2379 Attention: James J. Connors II, Esq.	Kelso Equity Partners V, L.P. By: /s/ Frank K. Bynum, Jr. --- Name: Frank K. Bynum, Jr. Title: General Partner Number of shares of iXL Common Stock: 1,182,869

901 East Gary Street_____	THE RIVERSTONE GROUP, LLC
Suite 1550 _____	
Richmond, VA 23219_____	By: /s/ Beverley W. Armstrong ----------
Tel: (804) 643-4200_____ Fax: (804) 643-4203_____ Attention: Beverly W. Armstrong ----------	Name: Beverley W. Armstrong Title: Manager
	Number of shares of iXL Common Stock: 12,000,000

_____	JP MORGAN PARTNERS
_____	
_____	By: /s/ Jeffrey C. Walker ----------
Tel: _____ Fax: _____ Attention:_____	Name: Jeffrey C. Walker Title:
	Number of shares of iXL Common Stock: 7,939,427

</TABLE>

Exhibit 99.4

CERTIFICATE OF INCORPORATION
OF
INDIA-SIERRA HOLDINGS, INC.

ARTICLE I
NAME

The name of the Corporation is India-Sierra Holdings, Inc. (the "Corporation").

ARTICLE II
REGISTERED OFFICE

The address of the registered office of the Corporation in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801. The registered agent at this address is the Corporation Trust Company.

ARTICLE III
PURPOSE

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware as the same exists or may hereafter be amended ("Delaware Law").

ARTICLE IV
CAPITAL STOCK

4.1 Authorized Capital Stock. The total number of shares of capital stock of all classes which the Corporation has authority to issue is five hundred and ten million (510,000,000), five hundred million (500,000,000) shares of which shall be Common Stock, par value $0.0001 per share, and ten million (10,000,000) shares of which shall be Preferred Stock, par value $0.0001 per share.

4.2 Preferred Stock.

(a) The Preferred Stock may be issued at any time and from time to time, in one or more classes or series. The Board of Directors is hereby authorized to provide for the issuance of shares of Preferred Stock in series

or classes and, by filing a certificate of designation pursuant to the applicable provisions of the Delaware Law (hereinafter referred to as a "Preferred Stock Certificate of Designation"), to establish from time to time the number of shares to be included in each such series or class, and to fix the designation, powers, preferences and relative, participating, optional or other rights of shares of each such series or class and the qualifications, limitations and restrictions thereof, if any.

(b) The authority of the Board of Directors with respect to each series of Preferred Stock shall include, but not be limited to, determination of the following:

(i) the designation of the series or class, which may be by distinguishing number, letter or title;

(ii) the number of shares of the series or class, which number the Board of Directors may thereafter (except where otherwise provided in the applicable Preferred Stock Certificate of Designation) increase or decrease (but not below the number of shares thereof then outstanding);

(iii) whether dividends, if any, shall be cumulative or noncumulative and the dividend rate of the series or class;

(iv) whether dividends, if any, shall be payable in cash, in kind or otherwise;

(v) the dates on which dividends, if any, shall be payable;

(vi) the redemption rights and price or prices, if any, for shares of the series or class;

(vii) the terms and amount of any sinking fund provided for the purchase or redemption of shares of the series or class;

(viii) the amounts payable on shares of the series or class in the event of any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Corporation;

(ix) whether the shares of the series or class shall be convertible or exchangeable into shares of any other class or series, or any other security, of the Corporation or any other corporation, and, if so, the specification of such other class or series or such other security, the conversion or exchange price or prices or rate or rates, any adjustments thereof, the date or dates as of which such shares shall be convertible or exchangeable and all other terms and

conditions upon which such conversion or exchange may be made;

(x) restrictions on the issuance of shares of the same series or class or of any other class or series; and

(xi) whether or not the holders of the shares of such series or class shall have voting rights, in addition to the voting rights provided by law, and if so, the terms of such voting rights, which may provide, among other things and subject to the other provisions of this Certificate of Incorporation, that each share of such series or class shall carry one vote or more or less than one vote per share, that the

holders of such series or class shall be entitled to vote on certain matters as a separate class (which for such purpose may be comprised solely of such series or class or of such series or class and one or more other series or classes of stock of the Corporation) and that all the shares of such series or class entitled to vote on a particular matter shall be deemed to be voted on such matter in the manner that a specified portion of the voting power of the shares of such series or class or separate class are voted on such matter.

(c) The Common Stock shall be subject to the express terms of the Preferred Stock and any series thereof.

ARTICLE V
INCORPORATOR

The name and mailing address of the incorporator is as follows:

Timothy G. Werner, Esq.
Greenberg Traurig, LLP
3290 Northside Parkway, Suite 400
Atlanta, GA 30327

ARTICLE VI
BOARD OF DIRECTORS; MANAGEMENT OF THE CORPORATION

The following provisions are inserted for the management of the business and for the conduct of the affairs of the Corporation and for the purpose of creating, defining, limiting and regulating the powers of the Corporation and its directors and stockholders:

6.1 Management of Business.

(a) All corporate powers and authority of the Corporation (except as at the time otherwise provided by law or by this Certificate of Incorporation) shall be vested in and exercised by or under the direction of the Board of Directors.

(b) The Board of Directors shall have the power without the assent or vote of the stockholders to adopt, amend, alter or repeal the By-Laws of the Corporation.

6.2 Number. The number of directors shall be at least three, the exact number of directors to be determined from time to time solely by resolution adopted by the affirmative vote of a majority of the entire Board of Directors.

6.3 Classes. The directors shall be divided into three classes, designated Class I, Class II and Class III. Each class shall consist, as nearly as may be possible, of one-third of the total number of directors constituting the entire Board of Directors. Each director shall serve for a term

ending on the date of the third annual meeting of stockholders next following the annual meeting at which such director was elected, provided that directors initially designated as Class I directors shall serve for a term ending on the date of the first annual meeting, directors initially designated as Class II directors shall serve for a term ending on the second annual meeting, and directors initially designated as Class III directors shall serve for a term ending on the date of the third annual meeting. Notwithstanding the foregoing, each director shall hold office until such director's successor shall have been duly elected and qualified or until such director's earlier death, resignation or removal. In the event of any change in the number of directors, the Board of Directors shall apportion any newly created directorships among, or reduce the number of directorships in, such class or classes as shall equalize, as nearly as possible, the number of directors in each class. In no event will a decrease in the number of directors shorten the term of any incumbent director.

6.4 Voting; Nomination. There shall be no cumulative voting in the election of directors. Election of directors need not be by written ballot. Advance notice of nominations for the election of directors shall be given in the manner and to the extent provided in the By-laws of the Corporation.

6.5 Vacancies. Vacancies on the Board of Directors resulting from death, resignation, removal or otherwise and newly created directorships resulting from any increase in the number of directors may be filled solely by a majority of the directors then in office (although less than a quorum) or by the sole remaining director, and each director so elected shall hold office for a term that shall coincide with the term of the Class to which such director shall have been elected.

6.6 Removal. No director may be removed from office by the stockholders except for cause with the affirmative vote of the holders of not less than a majority of the total voting power of all outstanding securities of the Corporation then entitled to vote generally in the election of directors, voting together as a single class.

6.7 Liability. A director of the Corporation shall not be liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, to the fullest extent permitted by Delaware Law. Neither the amendment nor repeal of Section 6.7 or 6.8, nor the adoption of any provision of this Certificate of Incorporation or the By-laws of the Corporation, nor, to the fullest extent permitted by Delaware Law, any modification of law, shall eliminate or reduce the effect of Section 6.7 or 6.8 in respect of any acts or omissions occurring prior to, and shall not adversely affect any right or protection of a director of the Corporation existing prior to such amendment, repeal, adoption or modification.

6.8 Indemnification. Each person (and the heirs, executors or administrators of such person) who was or is a party or is threatened to be made a party to, or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director or officer of another corporation, partnership, joint venture, trust or other enterprise, shall be indemnified and held harmless by the Corporation to the fullest extent permitted by Delaware Law. The right to indemnification conferred in this Section 6.8 shall also include the right to be paid by the

Corporation the expenses incurred in connection with any such proceeding in advance of its final disposition to the fullest extent authorized by Delaware Law. The right to indemnification conferred in this Section 6.8 shall be a contract right.

The Corporation may, by action of its Board of Directors, provide indemnification to such of the officers, employees and agents of the Corporation to such extent and to such effect as the Board of Directors shall determine to be appropriate and authorized by Delaware Law.

The Corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss incurred by such person in any such capacity or arising out of his status as such, whether or not the Corporation would have the power to

indemnify him against such liability under Delaware Law.

The rights and authority conferred in this Section 6.8 shall not be exclusive of any other right which any person may otherwise have or hereafter acquire.

6.9 No Stockholder Action by Written Consent. Except as otherwise provided for or fixed pursuant to the provisions of Section 4.2 of this Certificate of Incorporation relating to the rights of holders of any series of Preferred Stock, no action required to be taken or which may be taken at any annual or special meeting of stockholders of the corporation may be taken without a meeting, and the power of stockholders to consent in writing, without a meeting, to the taking of any action is specifically denied.

ARTICLE VII
AMENDMENT

The Corporation reserves the right to amend or repeal any provision contained in this Certificate of Incorporation in the manner now or hereafter prescribed by the laws of the State of Delaware, and with the sole exception of those rights and powers conferred under the above Sections 6.7 and 6.8, all rights herein conferred upon stockholders or directors (in the present form of this Certificate of Incorporation or as hereafter amended) are granted subject to this reservation.

IN WITNESS WHEREOF, the undersigned, being the incorporator hereinbefore named, has executed, signed and acknowledged this certificate of incorporation this 30th day of July, 2001.

/s/ Timothy G. Werner

Timothy G. Werner
Incorporator

Exhibit 99.5

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INDIA-SIERRA HOLDINGS, INC.

BYLAWS

AS ADOPTED ON JULY 31, 2001

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INDIA-SIERRA HOLDINGS, INC.

BYLAWS

As adopted on July 31, 2001

ARTICLE I:
STOCKHOLDERS

Section 1.01 Annual Meetings; Time and Place of Meetings.

If an annual meeting is required by applicable law, the annual meeting of the stockholders of the Corporation shall be held for the election of

Directors and for the transaction of such other business as properly may come before such meeting.

All meetings of stockholders shall be held at such place, either within or without the State of Delaware, and on such date and at such time, as may be fixed from time to time by the Board of Directors (or the Chairman in the absence of a designation by the Board of Directors) and set forth in the notice or waiver of notice of the meeting.

Section 1.02 Special Meetings.

Special meetings of the stockholders may be called at any time by the Chairman of the Board or the Chief Executive Officer or, in the event of the Chief Executive Officer's absence or disability, by the President or any Director who is also an officer (hereafter, an "Officer Director"). In addition, a special meeting shall be called by the Chief Executive Officer (or, in the event of his or her absence or disability, by the President or any Officer Director), or by the Secretary (i) pursuant to a resolution approved by a majority of the entire Board of Directors, or (ii) subject to the procedures set forth in the second paragraph of this Section 1.02, upon receipt of a written request therefor by stockholders holding in the aggregate not less than fifteen percent (15%) of the outstanding shares of the Corporation at the time entitled to vote at any meeting of the stockholders. If such officers shall fail to call such meeting within one hundred (100) days after receipt of such stockholder request, the stockholder executing such request may call such meeting.

Upon request in writing sent by registered mail to the Chief Executive Officer or the Secretary by any stockholder or stockholders entitled to call a special meeting of stockholders pursuant to this Section 1.02, the Board of Directors (or the Chairman in the absence of a designation by the Board of Directors) shall determine a place and time for such meeting, which time shall be not less than ninety (90) nor more than one hundred (100) days after the receipt and determination of the validity of such request, and a record date for the determination of stockholders entitled to vote at such meeting in the manner set forth in Section 5.05 hereof. Following such receipt and determination, it shall be the duty of the Secretary or any Assistant Secretary to cause notice to be given to the stockholders entitled to vote at such meeting, in the manner set forth in Section 1.03 hereof, that a meeting will be held at the time and place so determined.

Section 1.03 Notice of Meetings; Waiver.

The Secretary or any Assistant Secretary shall cause written notice of the place, date and hour of each meeting of the stockholders, and, in the case of a special meeting, the purpose or purposes for which such meeting is called,

to be given personally or by mail, not less than ten (10) nor more than sixty (60) days prior to the meeting, to each stockholder of record entitled to vote at such meeting, unless otherwise provided by Delaware Law. If such notice is mailed, it shall be deemed to have been given to a stockholder when deposited in the United States mail, postage prepaid, directed to the stockholder at his or her address as it appears on the record of stockholders of the Corporation, or, if he or she shall have filed with the Secretary of the Corporation a written request that notices to him or her be mailed to some other address, then directed to him or her at such other address. Such further notice shall be given as may be required by law.

A written waiver of any notice of any annual or special meeting signed by the person entitled thereto shall be deemed equivalent to notice. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the stockholders need be specified in a written waiver of notice. Attendance of a stockholder at a meeting of stockholders shall constitute a waiver of notice of such meeting, except when the stockholder attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 1.04 Quorum.

Except as otherwise required by law or by the Certificate of Incorporation, the presence in person or by proxy of the holders of record of a majority of the shares entitled to vote at a meeting of stockholders shall constitute a quorum for the transaction of business at such meeting.

Section 1.05 Voting.

At all meetings of stockholders for the election of directors a plurality of the votes cast shall be sufficient to elect directors. Except as otherwise required by the Certificate of Incorporation, these Bylaws, Delaware Law, the rules or regulations of any stock exchange applicable to the Corporation, or applicable law or pursuant to any regulation applicable to the Corporation or its securities, the vote of a majority of the shares represented in person or by proxy at any meeting at which a quorum is present shall be sufficient for the transaction of any business at such meeting.

Section 1.06 Voting by Ballot.

No vote of the stockholders need be taken by written ballot unless otherwise required by law. Any vote not required to be taken by ballot may be conducted in any manner approved at the meeting at which such vote is taken. Unless otherwise provided in the Certificate of Incorporation and subject to Delaware Law, each stockholder shall be entitled to one vote for each outstanding share of capital stock of the Corporation held by such stockholder.

Section 1.07 Adjournment.

If a quorum is not present at any meeting of the stockholders, the

stockholders present in person or by proxy shall have the power to adjourn any such meeting from time to time until a quorum is present. Notice of any adjourned meeting of the stockholders of the

Corporation need not be given if the place, date and hour thereof are announced at the meeting at which the adjournment is taken, provided, however, that if the adjournment is for more than thirty days, or if after the adjournment a new record date for the adjourned meeting is fixed pursuant to Section 5.05 of these Bylaws, a notice of the adjourned meeting, conforming to the requirements of Section 1.03 hereof, shall be given to each stockholder of record entitled to vote at such meeting. At any adjourned meeting at which a quorum is present, any business may be transacted that might have been transacted at the original meeting.

Section 1.08 Proxies.

Any stockholder entitled to vote at any meeting of the stockholders may authorize another person or persons to vote at any such meeting for him or her by proxy. A stockholder may authorize a valid proxy by executing a written instrument or by causing his or her signature to be affixed to such writing by any reasonable means including, but not limited to, by facsimile signature, or by transmitting or authorizing the transmission of a telegram, cablegram, electronic mail or other means of electronic transmission to the person designated as the holder of the proxy, a proxy solicitation firm or a like authorized agent. No such proxy shall be voted or acted upon after the expiration of three (3) years from the date of such proxy, unless such proxy provides for a longer period. Every proxy shall be revocable at the pleasure of the stockholder executing it, except in those cases where applicable law provides that a proxy shall be irrevocable. A stockholder may revoke any proxy which is not irrevocable by attending the meeting and voting in person or by filing an instrument in writing revoking the proxy or by submitting another proxy bearing a later date to the Secretary. Proxies by telegram, cablegram, electronic mail or other electronic transmission must either set forth or be submitted with information from which it can be determined that such telegram, cablegram, electronic mail or other electronic transmission was authorized by the stockholder. Any copy, facsimile telecommunication or other reliable reproduction of a writing or transmission created pursuant to this section may be substituted or used in lieu of the original writing or transmission for any and all purposes for which the original writing or transmission could be used, provided that such copy, facsimile telecommunication or other reproduction shall be a complete reproduction of the entire original writing or transmission.

Section 1.09 Organization; Procedure.

(a) Duties of Officers. At every meeting of stockholders the presiding

officer shall be the Chairman or, in the event of his or her absence or disability, the Chief Executive Officer or, in the event of their absences or disabilities, the President or any Executive Vice President chosen by resolution of the Board of Directors. The Secretary, or in the event of his or her absence or disability, any Assistant Secretary designated by the presiding officer, if any, or if there be no Assistant Secretary, in the absence of the Secretary, an appointee of the presiding officer, shall act as Secretary of the meeting and keep the minutes thereof.

(b) Conduct of Meetings. The date and time of the opening and the closing of the polls for each matter upon which the stockholders will vote at a meeting shall be announced at the meeting by the person presiding over the meeting. The Board of Directors may adopt by resolution such rules and regulations for the conduct of the meeting of stockholders as it shall deem appropriate. Except to the extent inconsistent with such rules and regulations as adopted by the Board of Directors, the chairman of any meeting of stockholders shall have the right and authority to convene and to adjourn the meeting, to prescribe such rules, regulations and procedures and to all such acts as, in the judgment of such chairman, are appropriate for the proper conduct of the meeting. Such rules, regulations or

procedures, whether adopted by the Board of Directors or prescribed by the chairman of the meeting, may include, without limitation, the following: (i) the establishment of an agenda or order of business for the meeting; (ii) rules and procedures for maintaining order at the meeting and the safety of those present; (iii) limitations on attendance at or participation in the meeting to stockholders of record of the Corporation, their duly authorized and constituted proxies or such other persons as the chairman of the meeting shall determine; (iv) restrictions on entry to the meeting after the time fixed for the commencement thereof; and (v) limitations on the time allotted to questions or comments by participants. Unless and to the extent determined by the Board of Directors or the chairman of the meeting, meetings of stockholders shall not be required to be held in accordance with the rules of parliamentary procedure.

Section 1.10 Notice of Nominations and Stockholder Business.

(a) Annual Meetings of Stockholders.

(i) Nominations of persons for election to the Board of Directors of the Corporation and the proposal of business to be considered by the stockholders may be made at an annual meeting of stockholders (A) by or at the direction of the Board of Directors or the Chairman, or (B) by any stockholder of the Corporation who is entitled to vote at the meeting, who complies with the notice procedures set forth in clauses (ii) and (iii) of this paragraph and who was a stockholder of record at the time such notice is delivered

to the Secretary of the Corporation.

(ii) For nominations or other business to be properly brought before an annual meeting by a stockholder pursuant to clause (B) of paragraph (a)(i) of this Section 1.10, the stockholder must have given timely notice thereof in writing to the Secretary of the Corporation and any such other business must otherwise be a proper matter for stockholder action. To be timely, a stockholder's notice shall be delivered to the Secretary at the principal executive offices of the Corporation not later than the close of business on the ninetieth (90th) day nor earlier than the close of business on the one hundred twentieth (120th) day prior to the first anniversary of the preceding year's annual meeting (provided, however, that in the event that the date of the annual meeting is more than thirty (30) days before or more than seventy (70) days after such anniversary date, notice by the stockholder must be so delivered not earlier than the close of business on the one hundred twentieth (120th) day prior to such annual meeting and not later than the close of business on the later of the ninetieth (90th) day prior to such annual meeting or the tenth (10th) day following the day on which public announcement of the date of such meeting is first made by the Corporation). In no event shall an adjournment or postponement of an annual meeting (or the public announcement thereof) commence a new time period (or extend any time period) for the giving of a stockholder's notice as described above.

Such stockholder's notice shall set forth in writing (A) as to each person whom the stockholder proposes to nominate for election or reelection as a Director all information relating to such person that is required to be disclosed in solicitations of proxies for election of Directors, or is otherwise required, in each case pursuant to Regulation 14A under the Securities Exchange Act of 1934, as amended (the "Exchange

Act"), and Rule 14A-11 thereunder, including such person's written consent to being named in the proxy statement as a nominee and to serving as a Director if elected; (B) as to any other business that the stockholder proposes to bring before the meeting, a brief description of the business desired to be brought before the meeting, the text of the proposal or business (including the text of any resolutions proposed for consideration and in the event that such business includes a proposal to amend the Bylaws of the Corporation, the language of the proposed amendment), the reasons for conducting such business at the meeting and any material interest in such business of such stockholder and of any beneficial owner on whose behalf the proposal is made; and (C) as to the stockholder giving the

notice and any beneficial owner on whose behalf the nomination or proposal is made, (1) the name and address of such stockholder, as it appears on the Corporation's books, and of such beneficial owner, (2) the class and number of shares of the Corporation which are owned beneficially and of record by such stockholder and such beneficial owner, (3) a representation that the stockholder is a holder of record of stock of the Corporation entitled to vote at such a meeting and intends to appear in person or by proxy at the meeting to propose such business or nomination, and (4) a representation whether the stockholder or the beneficial owner, if any, intends or is part of a group which intends to (a) deliver a proxy statement and/or form of proxy to holders of at least the percent of the Corporation's outstanding capital stock required to approve or adopt the proposal or elect the nominee and/or (b) otherwise solicit proxies from stockholders in support of such proposal or nomination. The Corporation may require any proposed nominee to furnish such other information as it may reasonably require to determine the eligibility of such proposed nominee to serve as a director of the Corporation.

(iii) Notwithstanding anything in the second sentence of paragraph (a)(ii) of this Section 1.10 to the contrary, in the event that the number of Directors to be elected to the Board of Directors of the Corporation at an annual meeting is increased and there is no public announcement naming all of the nominees for Director or specifying the size of the increased Board of Directors made by the Corporation at least one hundred (100) days prior to the first anniversary of the preceding year's annual meeting, a stockholder's notice under this paragraph shall also be considered timely, but only with respect to nominees for any new positions created by such increase, if it shall be delivered to the Secretary at the principal executive offices of the Corporation not later than the close of business on the tenth (10th) day following the day on which such public announcement is first made by the Corporation.

(b) Special Meetings of Stockholders. Only such business as shall have been brought before the special meeting of the stockholders pursuant to the Corporation's notice of meeting pursuant to Section 1.03 of these Bylaws shall be conducted at such meeting. Nominations of persons for election to the Board of Directors may be made at a special meeting of stockholders at which Directors are to be elected pursuant to the Corporation's notice of meeting (1) by or at the direction of the Board of Directors, or (2) by any stockholder of the Corporation who is entitled to vote at the meeting, who complies with the notice procedures set forth in this Section 1.10 and who is a stockholder of record at the time such notice is delivered to the Secretary of the Corporation. Nominations by stockholders of persons for election to the Board of Directors may be made at such special meeting of stockholders if the stockholder's notice as required by paragraph (a)(ii) of this Section 1.10 shall be delivered to the Secretary at the principal executive offices of the Corporation not earlier than the close of business on the one

hundred twentieth (120th) day prior to such special meeting and not later than the close of business on the later of (x) ninety (90) days prior to such special meeting and (y) or the tenth (10th) day following the day on which public announcement is first made of the date of the special meeting and of the nominees proposed by the Board of Directors to be elected at such meeting. In no event shall the adjournment or postponement of a special meeting (or the public announcement thereof) commence a new time period for the giving of a stockholder's notice as described above.

(c) General.

(i) Only persons who are nominated in accordance with the procedures set forth in this Section 1.10 shall be eligible to serve as Directors and only such business shall be conducted at a meeting of stockholders as shall have been brought before the meeting in accordance with the procedures set forth in this Section 1.10. Except as otherwise provided by law, the Certificate of Incorporation or these Bylaws, the presiding officer of the meeting shall have the power and duty to determine whether a nomination or any business proposed to be brought before the meeting was made or proposed in accordance with the procedures set forth in this Section 1.10 and, if any proposed nomination or business is not in compliance with this Section 1.10, to declare that such defective proposal or nomination shall be disregarded.

(ii) For purposes of this Section 1.10, "public announcement" shall mean disclosure in a press release reported by the Dow Jones News Service, Associated Press or comparable national news service or in a document publicly filed by the Corporation with the Securities and Exchange Commission pursuant to Section 13, 14, or 15(d) of the Exchange Act.

(iii) Notwithstanding the foregoing provisions of this Section 1.10, a stockholder shall also comply with all applicable requirements of the Exchange Act and the rules and regulations thereunder with respect to the matters set forth in this Section 1.10. Nothing in this Section 1.10 shall be deemed to affect any rights (A) of stockholders to request inclusion of proposals in the Corporation's proxy statement pursuant to Rule 14a-8 under the Exchange Act, or (B) of the holders of any class or series of preferred stock, if any, to elect Directors if so provided under any applicable preferred stock certificate of designation.

Section 1.11 Inspectors of Elections.

(a) If required by applicable law, preceding any meeting of the

stockholders, the Board of Directors shall appoint one or more persons to act as Inspectors of Elections, and may designate one or more alternate inspectors. In the event no inspector or alternate is able to act, the person presiding at the meeting shall appoint one or more inspectors to act at the meeting. Each inspector, before entering upon the discharge of the duties of an inspector, shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of his or her ability. The inspector shall:

(i) ascertain the number of shares outstanding and the voting power of each;

(ii) determine the shares represented at the meeting and the validity of proxies and ballots;

(iii) count all votes and ballots;

(iv) determine and retain for a reasonable period a record of the disposition of any challenges made to any determination by the inspectors; and

(v) certify his or her determination of the number of shares represented at the meeting, and his or her count of all votes and ballots.

(b) The inspector may appoint or retain other persons or entities to assist in the performance of the duties of inspector.

(c) When determining the shares represented and the validity of proxies and ballots, the inspector shall be limited to an examination of the proxies, any envelopes submitted with those proxies, any proxies or other information provided in accordance with Section 1.08 of these Bylaws, ballots and the regular books and records of the Corporation. The inspector may consider other reliable information for the limited purpose of reconciling proxies and ballots submitted by or on behalf of banks, brokers or their nominees or a similar person which represent more votes than the holder of a proxy is authorized by the record owner to cast or more votes than the stockholder holds of record. If the inspector considers other reliable information as outlined in this section, the inspector, at the time of his or her certification pursuant to (a)(v) of this Section 1.11, shall specify the precise information considered, the person or persons from whom the information was obtained, when this information was obtained, the means by which the information was obtained, and the basis for the inspector's belief that such information is accurate and reliable.

Section 1.12 Opening and Closing of Polls.

The date and time for the opening and the closing of the polls for each matter to be voted upon at a stockholder meeting shall be announced at the meeting. The inspector of the election shall be prohibited from accepting any ballots, proxies or votes or any revocations thereof or changes thereto after the closing of the polls, unless the Delaware Court of Chancery upon application by a stockholder shall determine otherwise.

ARTICLE II:
BOARD OF DIRECTORS

Section 2.01 General Powers.

Except as may otherwise be provided by Delaware Law or by the Certificate of Incorporation, the property, affairs and business of the Corporation shall be managed by or under the direction of the Board of Directors and the Board of Directors may exercise all the powers of the Corporation.

Section 2.02 Number of Directors.

Subject to the rights of the holders of any class or series of preferred stock, if any, the number of Directors shall be fixed from time to time exclusively pursuant to a resolution adopted by a majority of the entire Board, provided that the Board shall at no time consist of fewer than three (3) Directors. The Directors shall be divided into three classes, designated Class I, Class II and Class III. Each class shall consist, as nearly as may be possible, of one-third of the total number of Directors constituting the entire Board of Directors. Directors need not be stockholders.

Section 2.03 Term.

Except as otherwise provided in the Certificate of Incorporation, each director shall serve for a term ending on the date of the third annual meeting of stockholders next following the annual meeting of stockholders next following the annual meeting at which such Director was elected. Notwithstanding the foregoing, each Director shall hold office until such director's successor shall have been duly elected and qualified or until such director's successor shall have been duly elected and qualified or until such Director's earlier death, resignation or removal.

Section 2.04 Annual and Regular Meetings.

The annual meeting of the Board of Directors for the purpose of electing officers and for the transaction of such other business as may come before the meeting shall be held as soon as possible following adjournment of

the annual meeting of the stockholders at the place of such annual meeting of the stockholders. Notice of such annual meeting of the Board of Directors need not be given. In the event such annual meeting is not so held, the annual meeting of the Board of Directors may be held at such place either within or without the State of Delaware, on such date and at such time as shall be specified in a notice thereof given as provided in Section 2.05 herein or in a waiver of notice thereof signed by any director who chooses to waive the requirement of notice. The Board of Directors from time to time may by resolution provide for the holding of regular meetings and fix the place (which may be within or without the State of Delaware) and the date and hour of such meetings. Notice of regular meetings need not be given; provided, however, that if the Board of Directors shall fix or change the time or place of any regular meeting, notice of such action shall be mailed promptly, or sent by telephone, including a voice messaging system or other system or technology designed to record and communicate messages, telegraph, facsimile, electronic mail or other means of electronic transmission, to each Director who shall not have been present at the meeting at which such action was taken, addressed or transmitted to him or her at his or her usual place of business, or shall be delivered or transmitted to him or her personally. Notice of such action need not be given to any Director who attends the first regular meeting after such action is taken without protesting the lack of notice to him or her, prior to or at the commencement of such meeting, or to any Director who submits a signed waiver of notice, whether before or after such meeting.

Section 2.05 Special Meetings; Notice.

Special meetings of the Board of Directors shall be held whenever called by the Chairman of the Board or the Chief Executive Officer or, in the event of the Chief Executive Officer's absence or disability, by the President or any Officer Director, at such place (within or without the State of Delaware), date and hour as may be specified in the respective notices or waivers of notice of such meetings. Special meetings of the Board of Directors may be called on twenty-four (24) hours' notice, if notice is given to each Director personally or by telephone, including a voice messaging system or other system or technology designed to record and communicate messages, telegraph, facsimile, electronic mail or other means of electronic transmission, or on five (5) days' notice, if notice is mailed to each Director, addressed or transmitted to him or her at his or her usual place of business or other designated location. Notice of any special meeting need not be given to any Director who attends such meeting

without protesting the lack of notice to him or her, prior to or at the commencement of such meeting, or to any Director who submits a signed waiver of notice, whether before or after such meeting, and any business may be transacted thereat.

Section 2.06 Quorum; Voting.

At all meetings of the Board of Directors, unless the Certificate of Incorporation or these Bylaws require a greater number, the presence of a majority of the total authorized number of Directors shall constitute a quorum for the transaction of business. Except as otherwise required by law, the vote of a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board of Directors.

Section 2.07 Adjournment.

A majority of the Directors present, whether or not a quorum is present, may adjourn any meeting of the Board of Directors to another time or place. No notice need be given of any adjourned meeting unless the time and place of the adjourned meeting are not announced at the time of adjournment, in which case notice conforming to the requirements of Section 2.05 of these Bylaws shall be given to each Director. At the adjourned meeting, the Board of Directors may transact any business which might have been transacted at the original meeting. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat shall adjourn the meeting, from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 2.08 Action Without a Meeting.

Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting if all members of the Board of Directors consent thereto in writing, and such writing or writings are filed with the minutes of proceedings of the Board of Directors.

Section 2.09 Regulations; Manner of Acting.

To the extent consistent with applicable law, the Certificate of Incorporation and these Bylaws, the Board of Directors may adopt such rules and regulations for the conduct of meetings of the Board of Directors and for the management of the property, affairs and business of the Corporation as the Board of Directors may deem appropriate. The Directors shall act only as a Board, and the individual Directors shall have no power as such.

Section 2.10 Action by Telephonic Communications.

Members of the Board of Directors may participate in any meeting of the Board of Directors by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in any meeting pursuant to this provision shall constitute presence in person at such meeting.

Section 2.11 Resignations.

Any Director may resign at any time by delivering a written notice of

resignation, signed by such Director, to the Chairman or the Secretary. Unless otherwise specified therein, such resignation shall take effect upon delivery and the acceptance of such resignation shall not be necessary to make it effective.

Section 2.12 Removal of Directors.

Subject to the rights of the holders of any class or series of preferred stock, if any, to elect additional Directors under specified circumstances, any Director may be removed at any time, either for or without cause, only by the affirmative vote of the holders of at least 66 2/3% of the voting power of all outstanding shares of stock of the Corporation entitled to vote generally in the election of Directors, voting together as a single class. Any vacancy in the Board of Directors caused by any such removal may be filled at such meeting by the stockholders entitled to vote for the election of the Director so removed. A Director filling any such vacancy shall hold office until his or her successor shall have been elected and qualified or until his or her earlier death, resignation or removal. If such stockholders do not fill such vacancy at such meeting, such vacancy may be filled in the manner provided in Section 2.13 of these Bylaws.

Section 2.13 Vacancies and Newly Created Directorships.

Subject to the rights of the holders of any class or series of preferred stock, if any, to elect additional Directors under specified circumstances, and except as provided in Section 2.12, if any vacancies shall occur in the Board of Directors, by reason of death, resignation, removal or otherwise, or if the authorized number of Directors shall be increased, the Directors then in office shall continue to act, and such vacancies and newly created directorships may be filled by a majority of the Directors then in office, although less than a quorum. Whenever the holders of any class or classes of stock or series thereof are entitled to elect one or more Directors by the Certificate of Incorporation, vacancies and newly created directorships of such class or classes or series may be filled by a majority of Directors elected by such class or classes or series thereof then in office, or by a sole remaining Director so elected. A Director elected to fill a vacancy or a newly created directorship shall hold office for a term that shall coincide with the term of the Class to which such director shall have been elected until his or her successor has been elected and qualified or until his or her earlier death, resignation or removal. If there are no Directors in office, then an election of Directors may be held in accordance with Delaware Law. Unless otherwise provided in the Certificate of Incorporation, when one or more directors shall resign from the Board, effective at a future date, a majority of the Directors then in office, including those who have so resigned, shall have the power to fill such vacancy or vacancies, the vote thereon to take effect when such resignation or resignations shall become effective, and each Director so chosen

shall hold office as provided in the filing of other vacancies.

Section 2.14 Compensation.

Unless otherwise restricted by the Certificate of Incorporation of these Bylaws, the amount, if any, which each Director shall be entitled to receive as compensation for his or her services, including fees and reimbursement of expenses, as such shall be fixed from time to time by resolution of the Board of Directors.

Section 2.15 Reliance on Accounts and Reports, etc.

A Director, and any member of any committee designated by the Board of Directors shall, in the performance of such Director's duties, be fully protected in relying in good faith upon the records of the Corporation and upon information, opinions, reports or statements presented to the Corporation by any of the Corporation's officers or employees, or Committees designated by the Board of Directors, or by any other person as to the matters the member

reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Corporation.

ARTICLE III:
EXECUTIVE COMMITTEE AND OTHER COMMITTEES

Section 3.01 How Constituted.

The Board of Directors may, by resolution adopted by a majority of the whole Board, designate one or more committees, including an Executive Committee, each such committee to consist of such number of Directors as from time to time may be fixed by the Board of Directors. The Board of Directors may designate one or more Directors as alternate members of any such committee, who may replace any absent or disqualified member or members at any meeting of such committee. Thereafter, members (and alternate members, if any) of each such committee may be designated at the annual meeting of the Board of Directors. Any such committee may be abolished or re-designated from time to time by the Board of Directors. Each member (and each alternate member) of any such committee (whether designated at an annual meeting of the Board of Directors or to fill a vacancy or otherwise) shall hold office until his or her successor shall have been designated or until he or she shall cease to be a Director, or until his or her earlier death, resignation or removal.

Section 3.02 Powers.

Each committee, except as otherwise provided by Delaware Law and to

the extent provided in the resolution of the Board or Directors, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it; but no such committee shall have the power or authority in reference to the following matter: (i) approving or adopting, or recommending to the stockholders, any action or matter expressly required by Delaware Law to be submitted to the stockholders for approval or (ii) adopting, amending or repealing any bylaw of the Corporation.

Section 3.03 Proceedings.

Each committee may fix its own rules of procedure and may meet at such place (within or without the State of Delaware), at such time and upon such notice, if any, as it shall determine from time to time. Each committee shall keep minutes of its proceedings and shall report such proceedings to the Board of Directors at the meeting of the Board of Directors next following any such proceedings.

Section 3.04 Quorum and Manner of Acting.

Except as may be otherwise provided in the resolution creating such committee, at all meetings of any committee the presence of members (or alternate members) constituting a majority of the total authorized membership of such committee shall constitute a quorum for the transaction of business. The act of the majority of the members present at any meeting at which a quorum is present shall be the act of such committee. Any action required or permitted to be taken at any meeting of any such committee may be taken without a meeting, if all members of such committee shall consent to such action in writing and such writing or writings are filed with the minutes of the proceedings of the committee. The members of any such committee shall act only as a committee, and the individual members of such committee shall have no power as such.

Section 3.05 Action by Telephonic Communications.

Members of any committee designated by the Board of Directors may participate in a meeting of such committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this provision shall constitute presence in person at such meeting.

Section 3.06 Absent or Disqualified Members.

In the absence or disqualification of a member of any committee, the member or members thereof present at any meeting and not disqualified from

voting, whether or not he, she or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member.

Section 3.07 Resignations.

Any member (and any alternate member) of any committee may resign at any time by delivering a written notice of resignation, signed by such member, to the Chairman, the Chief Executive Officer or the President. Unless otherwise specified therein, such resignation shall take effect upon delivery and the acceptance of such resignation shall not be necessary to make it effective.

Section 3.08 Removal.

Any member (and any alternate member) of any committee may be removed from his or her position as a member (or alternate member, as the case may be) of such committee at any time, either for or without cause, by resolution adopted by a majority of the whole Board of Directors.

Section 3.09 Vacancies.

If any vacancy shall occur in any committee, by reason of disqualification, death, resignation, removal or otherwise, the remaining members (and any alternate members) shall continue to act, and any such vacancy may be filled by the Board of Directors.

ARTICLE IV:
OFFICERS

Section 4.01 Number.

The officers of the Corporation shall be elected by the Board of Directors and shall be a Chairman, one or more Vice Chairmen, a President and Chief Executive Officer, one or more Executive Vice Presidents, a Secretary and a Treasurer. The Board of Directors also may elect one or more Assistant Secretaries and Assistant Treasurers in such numbers as the Board of Directors may determine. Any number of offices may be held by the same person. No officer need be a Director of the Corporation.

Section 4.02 Election.

Unless otherwise determined by the Board of Directors, the officers of the Corporation shall be elected by the Board of Directors at the annual meeting of the Board of Directors, and shall be elected to hold office until the next succeeding annual meeting of the Board of Directors. In the event of the failure to elect officers at such annual meeting, officers

may be elected at any regular or special meeting of the Board of Directors. Each Officer shall hold office until his or her successor has been elected and qualified, or until his or her earlier death, resignation or removal at any regular or special meeting of the Board of Directors. Each officer shall hold office until his or her successor has been elected and qualified, or until his or her earlier death, resignation or removal.

Section 4.03 Salaries.

The salaries of all officers of the Corporation shall be fixed by the Board of Directors, provided that the Board of Directors may authorize the President, the Chief Executive Officer, any other officer or a Committee of the Board of Directors to fix the salaries of some or all of the officers of the Corporation.

Section 4.04 Removal and Resignation; Vacancies.

Any officer may be removed for or without cause at any time by the Board of Directors, but such removal shall be without prejudice to the contractual rights of such officer, if any, with the Corporation. Any officer may resign at any time by delivering a written notice of resignation, signed by such officer, to the Board of Directors or the Chief Executive Officer. Unless otherwise specified therein, such resignation shall take effect upon delivery and the acceptance of such resignation shall not be necessary to make it effective. Any vacancy occurring in any office of the Corporation by death, resignation, removal or otherwise, shall be filled by the Board of Directors.

Section 4.05 Authority and Duties of Officers.

The officers of the Corporation shall have such authority and shall exercise such powers and perform such duties as may be specified in these Bylaws, except that in any event each officer shall exercise such powers and perform such duties as may be required by law.

Section 4.06 The Chairman.

The Directors shall elect from among the members of the Board a Chairman of the Board. The Chairman shall have such duties and powers as set forth in these Bylaws or as shall otherwise be conferred upon the Chairman from time to time by the Board. The Chairman shall preside over all meetings of the stockholders and the Board.

Section 4.07 The Vice Chairman.

Each Vice Chairman shall have such duties and powers as shall be conferred upon such Vice Chairman from time to time by the Chairman. No Vice Chairman need be a Director of the Corporation.

Section 4.08 President and Chief Executive Officer.

The President and Chief Executive Officer shall have general control and supervision of the policies and operations of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. He or she shall manage and administer the Corporation's business and affairs and shall also perform all duties and exercise all powers usually pertaining to such office. He or she shall have the authority to sign, in the name and on behalf of the Corporation, checks, orders, contracts, leases, notes, drafts and other documents and instruments in connection with the business of the Corporation. He or she shall have the authority to cause the employment or appointment of such employees and agents of the

Corporation as the conduct of the business of the Corporation may require, to fix their compensation, and to remove or suspend any employee or agent elected or appointed by the President and Chief Executive Officer or the Board of Directors. The President and Chief Executive Officer shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe. If the Board of Directors creates the office of Chief Executive Officer as a separate office from President, the President shall be the chief operating officer of the Corporation and shall be subject to the general supervision, direction and control of the Chief Executive Officer unless the Board of Directors provides otherwise.

Section 4.09 The Secretary.

The Secretary shall have the following powers and duties:

(a) he or she shall keep or cause to be kept a record of all the proceedings of the meetings of the stockholders and of the Board of Directors in books provided for that purpose;

(b) he or she shall cause all notices to be duly given in accordance with the provisions of these Bylaws and as required by law;

(c) whenever any committee shall be appointed pursuant to a resolution of the Board of Directors, he or she shall furnish a copy of such resolution to the members of such committee;

(d) he or she shall be the custodian of the records and of the seal of the Corporation and cause such seal (or a facsimile thereof) to be affixed to all certificates representing shares of the Corporation prior to the issuance thereof and to all instruments the execution of which on behalf of the Corporation under its seal shall have been duly authorized in accordance with these Bylaws, and when so affixed he or she may attest the same;

(e) he or she shall properly maintain and file all books, reports,

statements, certificates and all other documents and records required by law, the Certificate of Incorporation or these Bylaws;

(f) he or she shall have charge of the stock books and ledgers of the Corporation and shall cause the stock and transfer books to be kept in such manner as to show at any time the number of shares of stock of the Corporation of each class issued and outstanding, the names and the addresses of the holders of record of such shares, the number of shares held by each holder and the date as of which each became such holder of record;

(g) he or she shall sign (unless the Treasurer, an Assistant Treasurer or an Assistant Secretary shall have signed) certificates representing shares of the Corporation, the issuance of which shall have been authorized by the Board of Directors; and

(h) he or she shall perform, in general, all duties incident to the office of secretary and such other duties as may be specified in these Bylaws or as may be assigned to him or her from time to time by the Board of Directors, or the President.

Section 4.10 Additional Officers.

The Board of Directors may appoint such other officers and agents as it may deem appropriate, and such other officers and agents shall hold their offices for such terms and shall exercise such powers and perform such duties as may be determined from time to time by the Board of Directors. The

Board of Directors from time to time may delegate to any officer or agent the power to appoint subordinate officers or agents and to prescribe their respective rights, terms of office, authorities and duties. Any such officer or agent may remove any such subordinate officer or agent appointed by him or her, for or without cause, but such removal shall be without prejudice to the contractual rights of such subordinate officer or agent, if any, with the Corporation.

ARTICLE V:
CAPITAL STOCK

Section 5.01 Certificates of Stock, Uncertificated Shares.

The shares of the Corporation shall be represented by certificates, provided that the Board of Directors may provide by resolution or resolutions that some or all of any or all classes or series of the stock of the Corporation shall be uncertificated shares. Any such resolution shall not apply to shares represented by a certificate until each certificate is surrendered to the Corporation. Notwithstanding the adoption of such a resolution by the Board

of Directors, every holder of stock in the Corporation represented by certificates, and upon request every holder of uncertificated shares shall be entitled to have a certificate signed by, or in the name of, the Corporation, by the Chief Executive Officer, the President or an Executive Vice President, and by the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary, representing the number of shares registered in certificate form. Such certificate shall be in such form as the Board of Directors may determine, to the extent consistent with applicable law, the Certificate of Incorporation and these Bylaws.

Section 5.02 Signatures; Facsimile.

All of such signatures on the certificate referred to in Section 5.01 of these Bylaws may be a facsimile, engraved or printed, to the extent permitted by law. In case any officer, transfer agent or registrar who has signed, or whose facsimile signature has been placed upon a certificate representing shares of the Corporation shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he or she were such officer, transfer agent or registrar at the date of issue.

Section 5.03 Lost, Stolen or Destroyed Certificates.

The Board of Directors may direct that a new certificate be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon delivery to the Board of Directors of an affidavit of the owner or owners of such certificate, setting forth such allegation. The Board of Directors may require the owner of such lost, stolen or destroyed certificate, or his or her legal representative, to give the Corporation a bond sufficient to indemnify it against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of any such new certificate.

Section 5.04 Transfer of Stock.

Upon surrender to the Corporation or the transfer agent of the Corporation of a certificate for shares, duly endorsed or accompanied by appropriate evidence of succession, assignment or authority to transfer, the Corporation shall issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books. Within a

reasonable time after the transfer of uncertificated stock, the Corporation shall send to the registered owner thereof a written notice containing the information required to be set forth or stated on certificates pursuant to Sections 151, 156, 202(a) or 218(a) of Delaware Law. Subject to the provisions of the Certificate of Incorporation and these Bylaws, the Board of Directors

may prescribe such additional rules and regulations as it may deem appropriate relating to the issue, transfer and registration of shares of the Corporation.

Section 5.05 Record Date.

In order to determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, the Board of Directors may fix, in advance, a record date, which record date shall not precede the date on which the resolution fixing the record date is adopted by the Board of Directors, and which shall not be more than sixty (60) nor less than ten (10) days before the date of such meeting. If no record date is fixed the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

In order that the Corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights of the stockholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall be not more than sixty (60) days prior to such action. If no record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

Section 5.06 Registered Stockholders.

Prior to due surrender of a certificate for registration of transfer, the Corporation may treat the registered owner as the person exclusively entitled to receive dividends and other distributions, to vote, to receive notice and otherwise to exercise all the rights and powers of the owner of the shares represented by such certificate, and the Corporation shall not be bound to recognize any equitable or legal claim to or interest in such shares on the part of any other person, whether or not the Corporation shall have notice of such claim or interests, except as otherwise required by applicable law. Whenever any transfer of shares shall be made for collateral security, and not absolutely, it shall be so expressed in the entry of the transfer if, when the certificates are presented to the Corporation for transfer or uncertificated shares are requested to be transferred, both the transferor and transferee request the Corporation to do so.

Section 5.07 Transfer Agent and Registrar.

The Board of Directors may appoint one or more transfer agents and one or more registrars, and may require all certificates representing shares to

bear the signature of any such transfer agents or registrars.

ARTICLE VI:
OFFICES

Section 6.01 Registered Office.

The registered office of the Corporation in the State of Delaware shall be located at Corporation Trust Center, 1209 Orange Street in the City of Wilmington, County of New Castle.

Section 6.02 Other Offices.

The Corporation may maintain offices or places of business at such other locations within or without the State of Delaware as the Board of Directors may from time to time determine or as the business of the Corporation may require.

ARTICLE VII:
GENERAL PROVISIONS

Section 7.01 Dividends.

Subject to any applicable provisions of law and the Certificate of Incorporation, dividends upon the shares of capital stock of the Corporation may be declared by the Board of Directors at any regular or special meeting of the Board of Directors and any such dividend may be paid in cash, property or shares of the Corporation's capital stock.

A member of the Board of Directors, or a member of any committee designated by the Board of Directors shall be fully protected in relying in good faith upon the records of the Corporation and upon such information, opinions, reports or statements presented to the Corporation by any of its officers or employees, or committees of the Board of Directors, or by any other person as to matters the Director reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Corporation, as to the value and amount of the assets, liabilities and/or net profits of the Corporation, or any other facts pertinent to the existence and amount of surplus or other funds from which dividends might properly be declared and paid.

Section 7.02 Reserves.

There may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, thinks proper as a reserve or reserves to meet

contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation or for such other purpose as the Board of Directors shall think conducive to the interests of the Corporation, and the Board of Directors may similarly modify or abolish any such reserve.

Section 7.03 Execution of Instruments.

Except as otherwise required by law, the Certificate of Incorporation or these Bylaws, any contracts or other instruments may be executed and delivered in the name and on behalf of the Corporation by such officer or officers of the Corporation as the Board of Directors may from time to time direct. Such authority may be general or confined to specific instances as the Board may determine. The Chairman of the Board, the Chief Executive Officer, the President or any Executive Vice President may execute bonds, contracts, deeds, leases and other instruments to be made or executed for or on behalf of the Corporation. Subject to any

restrictions imposed by the Board of Directors or the Chairman of the Board, the Chief Executive Officer, the President or any Executive Vice President may delegate contractual powers to others under his or her jurisdiction, it being understood, however, that any such delegation of power shall not relieve such officer of responsibility with respect to the exercise of such delegated power.

Section 7.04 Voting as Stockholder.

Unless otherwise determined by resolution of the Board of Directors, the Chief Executive Officer, the President or any Executive Vice President shall have full power and authority on behalf of the Corporation to attend any meeting of stockholders of any corporation in which the Corporation may hold stock, and to act, vote (or execute proxies to vote) and exercise in person or by proxy all other rights, powers and privileges incident to the ownership of such stock. Such officers acting on behalf of the Corporation shall have full power and authority to execute any instrument expressing consent to or dissent from any action of any such corporation without a meeting. The Board of Directors may by resolution from time to time confer such power and authority upon any other person or persons.

Section 7.05 Fiscal Year.

The fiscal year of the Corporation shall commence on the first day of January of each year (except for the Corporation's first fiscal year which shall commence on the date of incorporation) and shall terminate in each case on December 31.

Section 7.06 Seal.

The seal of the Corporation shall be circular in form and shall contain the name of the Corporation, the year of its incorporation and the words "Corporate Seal" and "Delaware." The form of such seal shall be subject to alteration by the Board of Directors. The seal may be used by causing it or a facsimile thereof to be impressed, affixed or reproduced, or may be used in any other lawful manner.

Section 7.07 Books and Records; Inspection.

Except to the extent otherwise required by law, the books and records of the Corporation shall be kept at such place or places within or without the State of Delaware as may be determined from time to time by the Board of Directors.

ARTICLE VIII:
AMENDMENT OF BYLAWS

Section 8.01 Amendment.

Subject to the provisions of the Certificate of Incorporation, these Bylaws may be amended, altered or repealed:

(a) by resolution adopted by a majority of the Board of Directors at any special or regular meeting of the Board if, in the case of such special meeting only, notice of such amendment, alteration or repeal is contained in the notice or waiver of notice of such meeting; or

(b) at any regular or special meeting of the stockholders upon the affirmative vote of the holders of a majority of the combined voting power of the outstanding shares of the

Corporation entitled to vote generally in the
election of Directors if, in the case of such special meeting only, notice of such amendment, alteration or repeal is contained in the notice or waiver of notice of such meeting.

ARTICLE IX:
CONSTRUCTION

Section 9.01 Construction.

In the event of any conflict between the provisions of these Bylaws as in effect from time to time and the provisions of the Certificate of Incorporation of the Corporation as in effect from time to time, the provisions of such Certificate of Incorporation shall be controlling.