EXHIBIT 2.4  
 FORM OF AFFILIATE AGREEMENT  
  
 COMPANY AFFILIATE AGREEMENT  
  
 THIS COMPANY AFFILIATE AGREEMENT (this "Agreement") is made and entered into  
as of November 30, 1999, among Informix Corporation, a Delaware corporation  
("Parent"), and the undersigned stockholder who may be deemed an affiliate  
("Affiliate") of Ardent Software, Inc., a Delaware corporation ("Company").  
Capitalized terms used but not otherwise defined herein shall have the meanings  
ascribed to them in the Reorganization Agreement (as defined below).  
  
 RECITALS  
  
 A. The Company, Merger Sub (as defined below) and Parent have entered into  
an Agreement and Plan of Reorganization (the "REORGANIZATION AGREEMENT") which  
provides for the merger (the "MERGER") of a wholly-owned subsidiary of Parent  
("MERGER SUB") with and into the Company. Pursuant to the Merger, all  
outstanding capital stock of the Company (the "COMPANY CAPITAL STOCK") shall be  
converted into the right to receive Common Stock of Parent;  
  
 B. Affiliate has been advised that Affiliate may be deemed to be an  
"affiliate" of the Company, as the term "affiliate" is used for purposes of  
Rule 144 of the Rules and Regulations (the "RULES AND REGULATIONS") of the  
Securities and Exchange Commission (the "COMMISSION");  
  
 C. The execution and delivery of this Agreement by Affiliate is a material  
inducement to Parent to enter into the Reorganization Agreement; and  
  
 D. Affiliate has been advised that Affiliate may be deemed to be an  
"affiliate" of Parent after the Merger as the term "affiliate" is used in  
Accounting Series Releases 130 and 135, as amended, although nothing contained  
herein shall be construed as an admission by Affiliate that Affiliate is in fact  
an "affiliate" of Parent.  
  
 NOW, THEREFORE, intending to be legally bound, the parties hereto agree as  
follows:  
  
 1. ACKNOWLEDGMENTS BY AFFILIATE. Affiliate acknowledges and understands  
that the representations, warranties and covenants by Affiliate set forth herein  
shall be relied upon by Parent, the Company and their respective affiliates,  
counsel and accounting firms, and that substantial losses and damages may be  
incurred by these persons if Affiliate's representations, warranties or  
covenants are breached. Affiliate has carefully read this Agreement and the  
Reorganization Agreement and has discussed the requirements of this Agreement  
with Affiliate's professional advisors, who are qualified to advise Affiliate  
with regard to such matters.  
  
 2. BENEFICIAL OWNERSHIP OF COMPANY CAPITAL STOCK. The Affiliate is the  
sole beneficial owner (as defined in Rule 13d-3 under the Securities Exchange  
Act of 1934, as amended) of the number of shares of Company Capital Stock set  
forth next to its name on the signature page hereto (the "Shares"). The Shares  
are not subject to any claim, lien, pledge, charge, security interest or other  
encumbrance or to any rights of first refusal of any kind. There are no options,  
warrants, calls, rights, commitments or agreements of any character, written or  
oral, to which the Affiliate is party or by which it is bound obligating the  
Affiliate to issue, deliver, sell, repurchase or redeem, or cause to be issued,  
delivered, sold, repurchased or redeemed, any Shares or obligating the Affiliate  
to grant or enter into any such option, warrant, call, right, commitment or  
agreement. The Affiliate has the sole right to transfer such Shares. The Shares  
constitute all shares of Company Capital Stock owned, beneficially or of record,  
by the Affiliate. The Shares are not subject to preemptive rights created by any  
agreement to which the Affiliate is party. The Affiliate has not engaged in any  
sale or other transfer of the Shares in contemplation of the Merger. All shares  
of Company Capital Stock and common stock of Parent ("Parent Common Stock")  
acquired by Affiliate subsequent to the date hereof (including shares of Parent  
Common Stock acquired in the Merger) shall be subject to the provisions of this  
Agreement as if held by Affiliate as of the date hereof.  
  
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 3. COVENANTS RELATED TO POOLING OF INTERESTS. During the period beginning  
the later of 35 days preceding the Effective Time of the Merger and the time  
prior to a merger prescribed by Staff Accounting Bulletin No. 65 during which  
trading is prohibited and ending two trading days after Parent publicly  
announces financial results covering at least 30 days of combined operations of  
Parent and the Company, Affiliate shall not sell, exchange, transfer, pledge,  
distribute, make any gift or otherwise dispose of or grant any option, establish  
any "short" or put-equivalent position with respect to or enter into any similar  
transaction (through derivatives or otherwise) (collectively, a "Disposition")  
intended or having the effect, directly or indirectly, to reduce Affiliate's  
risk relative to any shares of Parent Common Stock or Company Capital Stock  
(including the Shares). Parent may, at its discretion, place a stock transfer  
notice consistent with the foregoing, with respect to Affiliate's shares. In  
light of the complexity of the rules relating to pooling-of-interest accounting  
treatment and the inability to predict now when the Effective Time will be, from  
the date hereof until the expiration of, the 30 day period referred to above,  
Affiliate will not enter into a Disposition transaction without first having  
given counsel for Parent at least three business days notice thereof.  
  
 4. COMPLIANCE WITH RULE 145 AND THE SECURITIES ACT.  
  
 (a) Affiliate has been advised that (i) the issuance of shares of Parent  
 Common Stock in connection with the Merger is expected to be effected  
 pursuant to a registration statement on Form S-4 promulgated under the  
 Securities Act of 1933, as amended (the "SECURITIES ACT"), and the resale of  
 such shares shall be subject to restrictions set forth in Rule 145 under the  
 Securities Act, and (ii) Affiliate may be deemed to be an affiliate of the  
 Company. Affiliate accordingly agrees not to sell, transfer or otherwise  
 dispose of any Parent Common Stock issued to Affiliate in the Merger unless  
 (i) such sale, transfer or other disposition is made in conformity with the  
 requirements of Rule 145(d) promulgated under the Securities Act, (ii) such  
 sale, transfer or other disposition is made pursuant to an effective  
 registration statement under the Securities Act or an appropriate exemption  
 from registration, (iii) Affiliate delivers to Parent a written opinion of  
 counsel, reasonably acceptable to Parent in form and substance, that such  
 sale, transfer or other disposition is otherwise exempt from registration  
 under the Securities Act or (iv) an authorized representative of the  
 Commission shall have rendered written advice to Affiliate to the effect  
 that the Commission would take no action, or that the staff of the  
 Commission would not recommend that the Commission take any action, with  
 respect to the proposed disposition if consummated.  
  
 (b) Parent shall give stop transfer instructions to its transfer agent  
 with respect to any Parent Common Stock received by Affiliate pursuant to  
 the Merger and there shall be placed on the certificates representing such  
 Common Stock, or any substitutions therefor, a legend stating in substance:  
  
 "THE SHARES REPRESENTED BY THIS CERTIFICATE WERE ISSUED IN A TRANSACTION  
 TO WHICH RULE 145 APPLIES AND MAY ONLY BE TRANSFERRED IN CONFORMITY WITH  
 RULE 145(d) OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE  
 SECURITIES ACT OF 1933, AS AMENDED, OR IN ACCORDANCE WITH A WRITTEN  
 OPINION OF COUNSEL, REASONABLY ACCEPTABLE TO THE ISSUER IN FORM AND  
 SUBSTANCE, THAT SUCH TRANSFER IS EXEMPT FROM REGISTRATION UNDER THE  
 SECURITIES ACT OF 1933, AS AMENDED."  
  
 The legend set forth above shall be removed (by delivery of a substitute  
certificate without such legend) and Parent shall so instruct its transfer  
agent, if Affiliate delivers to Parent (i) satisfactory written evidence that  
the shares have been sold in compliance with Rule 145 (in which case, the  
substitute certificate shall be issued in the name of the transferee), or  
(ii) an opinion of counsel, in form and substance reasonably satisfactory to  
Parent, to the effect that public sale of the shares by the holder thereof is no  
longer subject to Rule 145.  
  
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 5. TERMINATION. This Agreement shall be terminated and shall be of no  
further force and effect in the event of the termination of the Reorganization  
Agreement pursuant to Article VII of the Reorganization Agreement.  
  
 6. MISCELLANEOUS.  
  
 (a) WAIVER; SEVERABILITY. No waiver by any party hereto of any  
 condition or of any breach of any provision of this Agreement shall be  
 effective unless in writing and signed by each party hereto. In the event  
 that any provision of this Agreement, or the application of any such  
 provision to any person, entity or set of circumstances, shall be determined  
 to be invalid, unlawful, void or unenforceable to any extent, the remainder  
 of this Agreement, and the application of such provision to persons,  
 entities or circumstances other than those as to which it is determined to  
 be invalid, unlawful, void or unenforceable, shall not be impaired or  
 otherwise affected and shall continue to be valid and enforceable to the  
 fullest extent permitted by law.  
  
 (b) BINDING EFFECT AND ASSIGNMENT. This Agreement and all of the  
 provisions hereof shall be binding upon and inure to the benefit of the  
 parties hereto and their respective successors and permitted assigns, but,  
 except as otherwise specifically provided herein, neither this Agreement nor  
 any of the rights, interests or obligations of the parties hereto may be  
 assigned by either of the parties without prior written consent of the other  
 party hereto.  
  
 (c) AMENDMENTS AND MODIFICATION. This Agreement may not be modified,  
 amended, altered or supplemented except upon the execution and delivery of a  
 written agreement executed by the parties hereto.  
  
 (d) INJUNCTIVE RELIEF. Each of the parties acknowledge that (i) the  
 covenants and the restrictions contained in this Agreement are necessary,  
 fundamental, and required for the protection of Parent and the Company and  
 to preserve for Parent the benefits of the Merger; (ii) such covenants  
 relate to matters which are of a special, unique, and extraordinary  
 character that gives each of such covenants a special, unique, and  
 extraordinary value; and (iii) a breach of any such covenants or any other  
 provision of this Agreement shall result in irreparable harm and damages to  
 Parent and the Company which cannot be adequately compensated by a monetary  
 award. Accordingly, it is expressly agreed that in addition to all other  
 remedies available at law or in equity, Parent and the Company shall be  
 entitled to the immediate remedy of a temporary restraining order,  
 preliminary injunction, or such other form of injunctive or equitable relief  
 as may be used by any court of competent jurisdiction to restrain or enjoin  
 any of the parties hereto from breaching any such covenant or provision or  
 to specifically enforce the provisions hereof.  
  
 (e) GOVERNING LAW. This Agreement shall be governed by and construed,  
 interpreted and enforced in accordance with the internal laws of the State  
 of Delaware without giving effect to any choice or conflict of law provision  
 or rule (whether of the State of Delaware or any other jurisdiction) that  
 would cause the application of the laws of any jurisdiction other than the  
 State of Delaware.  
  
 (f) ENTIRE AGREEMENT. This Agreement, the Reorganization Agreement and  
 the other agreements referred to in the Reorganization Agreement set forth  
 the entire understanding of Affiliate and Parent relating to the subject  
 matter hereof and thereof and supersede all prior agreements and  
 understandings between Affiliate and Parent relating to the subject matter  
 hereof and thereof.  
  
 (g) ATTORNEYS' FEES. In the event of any legal actions or proceeding  
 to enforce or interpret the provisions hereof, the prevailing party shall be  
 entitled to reasonable attorneys' fees, whether or not the proceeding  
 results in a final judgment.  
  
 (h) FURTHER ASSURANCES. Affiliate shall execute and/or cause to be  
 delivered to Parent such instruments and other documents and shall take such  
 other actions as Parent may reasonably request to effectuate the intent and  
 purposes of this Agreement.  
  
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 (i) THIRD PARTY RELIANCE. Counsel to and independent auditors for  
 Parent and the Company shall be entitled to rely upon this Affiliate  
 Agreement.  
  
 (j) SURVIVAL. The representations, warranties, covenants and other  
 provisions contained in this Agreement shall survive the Merger.  
  
 (k) NOTICES. All notices and other communications pursuant to this  
 Agreement shall be in writing and deemed to be sufficient if contained in a  
 written instrument and shall be deemed given if delivered personally,  
 telecopied, sent by nationally-recognized overnight courier or mailed by  
 registered or certified mail (return receipt requested), postage prepaid, to  
 the parties at the following address (or at such other address for a party  
 as shall be specified by like notice):  
  
  
   
If to Parent: Informix Corporation  
 0000 Xxxxxxxxx Xxxxx  
 Xxxxx Xxxx, Xxxxxxxxxx 00000  
  
Attention: Xxxxx Xxxxxx, Esq.  
 Telecopy No.: (000) 000-0000  
  
With a copy to: Xxxxxx Xxxxxxx Xxxxxxxx & Xxxxxx, P.C.  
 000 Xxxx Xxxx Xxxx  
 Xxxx Xxxx, Xxxxxxxxxx 00000  
  
Attention: Xxxxxxx X. Xxxxxx, Esq.  
 Xxxxxxx X. Xxxxxxx, Esq.  
 Telecopy No.: (000) 000-0000  
  
If to  
Affiliate: To the address for notice set forth on the signature page  
 hereof.  
  
  
 (l) COUNTERPARTS. This Agreement shall be executed in one or more  
 counterparts, each of which shall be deemed an original, and all of which  
 together shall constitute one and the same instrument.  
  
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 IN WITNESS WHEREOF, the parties have caused this Affiliate Agreement to be  
duly executed on the day and year first above written.  
  
  
   
INFORMIX CORPORATION AFFILIATE  
  
By: By:  
  
Name: Affiliate's Address for Notice:  
  
Title:  
  
 Shares beneficially owned:  
  
 shares of Company Common Stock  
  
 shares of Company Common Stock issuable upon exercise  
 of outstanding options and warrants  
  
 shares of Parent Common Stock  
  
  
 [SIGNATURE PAGE TO AFFILIATE AGREEMENT]  
  
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