

Overview with details required pursuant to § 125 of the German Stock Corporation Act (“AktG”) in conjunction with Table 3 of the Commission Implementing Regulation (EU) 2018 / 1212

A. Specification of the Message

1. 2021 Virtual Shareholders’ Meeting of Software Aktiengesellschaft
Unique identifier: 52ed0af9957deb11811b005056888925
2. Call of Annual Shareholders’ Meeting

B. Specification of the Issuer

1. ISIN: DE 000A2GS401.
2. Name of Issuer: Software Aktiengesellschaft

C. Specification the Shareholders’ Meeting

1. Date of Annual Shareholders’ Meeting: May 12, 2021
2. Time of Annual Shareholders’ Meeting: 10.00 am (Central European Summer Time (“CEST”)) (corresponds to 8.00 am UTC)
3. Type of the Shareholders’ Meeting: Virtual Annual Shareholders’ Meeting without physical presence of the shareholders or their proxies
4. Location of the Shareholders’ Meeting:
www.softwareag.com/hauptversammlung
Location of the Shareholders’ Meeting within the meaning of the German Stock Corporation Act: darmstadtium Wissenschafts- und Kongresszentrum, Schlossgraben 1, 64283 Darmstadt
5. Technical Record Date: May 5, 2021, midnight (24.00 CEST)(corresponds to 10.00 pm UTC). For purposes of determining the right to attend and vote, irrespective of any securities account holdings, the shareholding entered on the share register on the date of the Annual Shareholders’ Meeting is dispositive. Any applications to amend the share register, which the Company receives after the expiration of the registration period from May 6, 2021 up to and including May 12, 2021, will not be validly processed until after the Shareholders’ Meeting. The so-called ‘Technical Record Date’ is thus the end of the day (midnight) on May 5, 2021.
6. Web page for the Shareholders’ Meeting / URL:
www.softwareag.com/hauptversammlung

NOTICE

of the Annual
Shareholders' Meeting
Software AG, Darmstadt

WKN A2GS40
ISIN DE 000A2GS401

We hereby invite our shareholders to the

Annual Shareholders' Meeting

to be held **virtually**

on Wednesday, May 12, 2021 at 10:00 a.m. (CEST).

On the basis of Article 2 § 1 of the Act to Mitigate the Consequences of the COVID-19 Pandemic in Civil Insolvency and Criminal Procedure Law of March 27, 2020 ("COVID-19 Act") and the Act on Further Abbreviation of the Residual Debt Relief Procedure and Adjustment of Pandemic-related Provisions in Company, Cooperative, Association and Foundation Law as well as in Tenancy and Commercial Lease Law of December 22, 2020 ("Amendment Act"), Software AG (the "Company") will again hold a virtual Shareholders' Meeting this year. Shareholders and their proxies (with the exception of the Company's proxy) will have no right and no ability to attend in person at the location of the Annual Shareholders' Meeting. More specific information about the rights of shareholders and their proxies is set forth below under Additional Information and Notices. The entire meeting will be broadcast (in image and sound) for the shareholders and their proxies *via* the Company's shareholder portal at www.softwareag.com/hauptversammlung.

The location of the Annual Shareholders' Meeting within the meaning of the German Stock Corporation Act is:
darmstadtium Wissenschafts- und Kongresszentrum, Schlossgraben 1, 64283
Darmstadt.

I. Agenda:

1. **Submission of the approved annual financial statements of Software AG per December 31, 2020 and the approved consolidated financial statements per December 31, 2020 together with the combined management report, the explanatory report of the Management Board concerning the information pursuant to §§ 289a (1), 315a (1) of the German Commercial Code (“HGB”), as well as the report of the Supervisory Board for fiscal year 2020.**

The aforementioned documents and the Management Board’s recommendation on the use of profits (see Agenda Item 2 below) will be available on the Company’s [website](#) beginning on the date the notice for the Shareholders’ Meeting is officially published (i.e., when the meeting is formally called). The combined management report summarizes the report on the condition of the Group and Software AG. The Supervisory Board has approved the annual financial statements prepared by the Management Board as well as the consolidated financial statements; the annual financial statements are therefore deemed adopted in accordance with the first sentence of § 172 of the German Stock Corporation Act (“AktG”). Hence, there is no need for the Shareholders’ Meeting to adopt a resolution thereon.

2. **Resolution on the use of the non-appropriated balance sheet profits**

The Management Board and the Supervisory Board recommend using the non-appropriated balance sheet profits (*Bilanzgewinn*) for fiscal year 2020 in the amount of EUR 113,763,886.95 as follows:

Payment of a dividend to the shareholders in the amount of EUR 0.76 per registered share on the registered share capital entitled to dividends for 73,979,889 dividend-entitled shares	EUR 56,224,715.64
Profit carried forward	EUR 57,539,171.31
Non-appropriated balance sheet profits per December 31, 2020	EUR 113,763,886.95

The recommendation on the use of non-appropriated balance sheet profits takes account of the treasury shares, which are held by the Company and are not entitled to dividends, as of the date on which the Management Board and the Supervisory Board adopt the resolution (Reference Date: March 15, 2021).

The number of shares entitled to dividends may increase or decrease up until the date of the Annual Shareholders’ Meeting in the amount by which the Company acquires or uses more of its own shares. In that case, a revised recommendation on the use of the non-appropriated balance sheet profit will be submitted to the Annual Shareholders’ Meeting, with the amount of dividend per dividend-entitled share remaining the same.

3. Resolution on ratifying the actions of the Management Board members for fiscal year 2020

The Management Board and the Supervisory Board recommend ratifying the actions taken by the 2020 members of the Management Board for fiscal year 2020.

4. Resolution on ratifying the actions of the Supervisory Board members for fiscal year 2020

The Management Board and the Supervisory Board recommend ratifying the actions taken by the 2020 members of the Supervisory Board for fiscal year 2020.

5. Appointment of the annual financial statements auditor for fiscal year 2021

Based on the recommendation of the Audit Committee, the Supervisory Board recommends engaging the accounting firm of BDO AG Wirtschaftsprüfungsgesellschaft (Hamburg),

- a) to serve as the annual financial statements auditor (*Abschlussprüfer*) of the Company and of the Group for fiscal year 2021 and
- b) to serve as the auditor for any formal review (*prüferische Durchsicht*) of the half-year financial report and the interim financial reports for fiscal year 2021.

6. Resolution approving the remuneration system of the Management Board

Pursuant to the Act Implementing the Second Shareholder Rights Directive (ARUG II), a new § 120a AktG was enacted. Section 120a para. 1 AktG provides that the shareholders' meeting of any publicly listed company shall deliberate and decide on the remuneration system presented by the supervisory board for members of the management board whenever there is a significant change, but at least every four years. The Personnel Committee and Supervisory Board of Software AG had extensively addressed the remuneration system of its Management Board members in fiscal year 2020 and enacted changes as of January 1, 2021. These changes are intended to ensure that there is conformity with the German Corporate Governance Code (GCGC) and the AktG, as amended by the Act Implementing the Second Shareholder Rights Directive of December 12, 2019.

The following changes should be specifically highlighted:

AktG and GCGC requirements	Current state	Actions
<p>§87 AktG [...], the remuneration structure is to be oriented towards the promotion of a sustainable development of the enterprise. [...]</p>	<p>No sustainable performance criteria (ESG) are considered</p>	<p>ESG (Environmental, Social and Governance) considered in the STI</p>
<p>§87a AktG This remuneration system shall contain [...] the determination of a maximum remuneration for the Management Board members.</p>	<p>Caps are only expressed as percentages on variable remuneration. No maximum remuneration amount (incl. all remuneration elements) defined</p>	<p>Definition of maximum remuneration on individual basis. In this context, the maximum payout from the Long-Term Incentive Plan (LIP) is capped at 200% of the target amount. The maximum compensation for the Chairman of the Management Board is EUR 5,900,000, and for the ordinary members of the Management Board EUR 2,900,000 each. Also, the pension scheme will be changed to a cash contribution scheme and reduced to a level that ensures a market appropriate maximum remuneration.</p>
<p>G.10 GCGC: [...] Granted long-term variable remuneration components shall be accessible to Management Board members only after a period of four years.</p>	<p>Performance period is shorter than recommended by DCGK</p>	<p>Plan period for long-term variable remuneration extended to four years</p>
<p>G.11 GCGC: The Supervisory Board [...] shall be permitted to retain (malus) or reclaim (clawback) variable remuneration, if justified.</p>	<p>There are no clawback / malus clauses included in the remuneration system</p>	<p>Malus and clawback clauses included in contracts</p>
<p>G.14 GCGC: Change of control clauses that commit to benefits in the case of early termination of a Management Board member's contract due to a change of control should not be agreed upon.</p>	<p>Application of change of control clauses</p>	<p>Change of control clauses excluded from contracts</p>
<p>Market/investor/proxy advisor requirement: Requirement that management board members significantly invest into shares of the company.</p>	<p>No share ownership requirements</p>	<p>Management Board members are required to hold the equivalent of 100% of their net base salary in Software AG shares (accumulated within four years)</p>
<p>D&I requirement: Comparable positions should receive equal or comparable remuneration.</p>	<p>Mrs. Dr. Frank's total target remuneration as CHRO is about EUR 250.000 lower than Mr. Dr. Heiden's total target remuneration as CFO</p>	<p>Due to her increased responsibilities and experience in the Management Board role, Mrs. Dr. Frank received together with the new remuneration system the offer to adjust her remuneration to the same level as for the CFO, retroactively effective from January 1st, 2021.</p>

Based on the recommendation of its Personnel Committee, the Supervisory Board proposes consenting to the remuneration system for the Management Board members, as approved by the Supervisory Board, effective as of January 1, 2021:

a) Basic features of the remuneration system

The Management Board compensation system ("remuneration system") has been designed to be simple, comprehensible and clear. It complies with the requirements of the German Stock Corporation Act as amended by the Act Implementing the Second Shareholders' Rights Directive of December 12, 2019 (Federal Law Gazette Part I 2019, No. 50 of December 19, 2019).

The remuneration system applies to potential contract extensions and to new service contracts to be concluded with Management Board members beginning January 1, 2021. With respect to current contracts contractual modifications would be required which are subject to the individual consent of each Management Board member.

b) Details of the remuneration system

(1) Maximum Remuneration (§ 87a para. 1 s. 2 no. 1 AktG)

The total remuneration to be granted for a fiscal year (total of all remuneration amounts expended for the fiscal year in question, including fixed annual salary, variable remuneration components, pension provision expenses and fringe benefits) of the members of the Management Board – irrespective of whether it is paid out in this fiscal year or at a later date – is capped in absolute terms ("Maximum Remuneration").

The maximum remuneration for the Chief Executive Officer (*Vorstandsvorsitzenden*) is set at EUR 5,900,000, the maximum remuneration for each of the Management Board Members is set at EUR 2,900,00.

Should the total remuneration calculated for a fiscal year exceed the Maximum Remuneration, then the amount paid out from the Long Term Incentive ("LTI") should be reduced to the extent necessary to adhere to the Maximum Remuneration level. If necessary, the Supervisory Board may reduce other remuneration components in its due discretion or demand repayment of remuneration that was already granted.

Independent of the fixed Maximum Remuneration, the amounts of each of the individual variable remuneration components that are to be paid are also limited.

(2) Contribution of the remuneration to promoting the business strategy and the long-term development of Software AG (§ 87a para. 1 s. 2 no. 2 AktG)

The remuneration system promotes Software AG's business strategy and long-term interests and thus contributes to Software AG's long-term development. Strengthening the profitable and sustainable growth of Software AG's business divisions is the focus and basis for the structure of the remuneration system for the members of the Management Board.

In this context, the remuneration system is adjusted to different targets aiming at profitability (in terms of profit margin), at growth (in terms of revenue and annual recurring revenue), at the development of company value (in terms of the stock price) and at environmental and social sustainability (in terms of ESG targets). These targets include, in particular,

the long-term goals set out in the Helix strategy. The financial and non-financial criteria have different, but mostly perennial, terms, in order to support the strategic success of the Company permanently. Particular attention is paid to achieving the greatest possible congruence between the interests and expectations of the shareholders and of the Management Board remuneration.

(3) Overview of the fixed and variable remuneration components and their respective relative proportion of the remuneration (§ 87a para. 1 s. 2 no. 3 AktG)

The revised remuneration system of the Management Board members comprises fixed and variable components. The fixed components of the remuneration for the Management Board members are the fixed annual salary, the pension provision expenses and fringe benefits. The variable components are the short-term variable remuneration (“STI”) and the long-term variable remuneration. The long-term variable remuneration is comprised of the Performance-Phantom-Share (PPS) program and the Long-Term Incentive Plan (“LIP”)

The proportion of the long-term variable remuneration to the total remuneration exceeds the proportion of the short-term variable remuneration. This applies to the target remuneration as well as the maximum remuneration.

i. Determination of the target total remuneration and the relative proportion of the respective remuneration components to the target total remuneration

The Supervisory Board determines a target total remuneration for the individual Management Board members. The target total remuneration comprises the total of all of the remuneration components which are relevant for the total remuneration. For STI and LTI, the respective target amounts upon 100% fulfilment of the targets for the budget (“Target Amounts of the Variable Remuneration Components”) are decisive. The Supervisory Board determines the Target Amounts of the Variable Remuneration Components for each fiscal year. The Supervisory Board resolves, on the basis of the results determined for the previous fiscal years, in the course of planning the budget for the ongoing fiscal year, targets which the Company should achieve with regard to the performance criteria set forth in section (4).

For the fiscal year 2021 and with respect to the Chief Executive Officer, the expected proportion of the fixed remuneration (fixed annual salary, pension expenses and fringe benefits) is approximately 32% of the target total remuneration and the proportion of the variable remuneration is approximately 68% of the target total remuneration. The proportion of the STI (target amount) is approximately 25% of the target total remuneration, the proportion of the LTI (target amount) is approximately 43% of the target total remuneration. In the case of ordinary Management Board members with respect to the fiscal year 2021, the expected proportion of the fixed remuneration (fixed annual salary, pension expenses and fringe benefits) is

between approximately 38% and approximately 40% of the target total remuneration and the proportion of the variable remuneration is between approximately 60% and approximately 62% of the target total remuneration. The proportion of the STI (target amount) is between approximately 16% and approximately 20% of the target total remuneration the proportion of the LTI (target amount) is between approximately 42% and approximately 44% of the target total remuneration.

For the Chief Executive Officer, the proportion of the STI (target amount) is approximately 37% of the variable remuneration, the proportion of the LTI (target amount) is approximately 63% of the variable remuneration. In the case of ordinary Management Board members, the proportion of the STI (target amount) is between approximately 27% and approximately 32% of the variable remuneration, the proportion of the LTI (target amount) is between approximately 68% and approximately 73% of the variable remuneration.

ii. Fixed remuneration components

The fixed components of the remuneration for the Management Board members are the fixed annual salary, fringe benefits and the pension provision.

a. Fixed annual salary

The Management Board members receive a fixed annual salary in twelve monthly equal instalments, each to be paid at the end of a given month. The amount of the fixed annual salary is based on the tasks and the strategic and operative responsibility of the individual Management Board member.

b. Pension payments

Management Board members who are domiciled in Germany receive an additional annual cash payment to support their private pension provision. The payment is fixed at EUR 250,000 for the Chief Executive Officer and at EUR 150,000 for the ordinary Management Board members.

c. Fringe benefits

Additional (fringe) benefits consist of the provision of an appropriate company car for business and private use or, alternatively, the provision of a monthly car allowance and group accident insurance coverage. Furthermore, the Management Board members are covered by the D&O insurance of Software AG.

iii. Variable remuneration components

The variable components are the short-term variable remuneration ("STI") and the long-term variable remuneration. The long-term variable remuneration is comprised of the Performance-Phantom-Share (PPS) program and the Long-Term Incentive Plan ("LIP"). The amount of the fixed

annual salary is based on the tasks and the strategic and operative responsibility of the individual Management Board member as well as on the short- and long-term success of the Company. The payout amounts are based on the achievement of performance targets by the Company.

a. Short-term incentives

The short-term variable compensation of the Management Board members is based on the financial and non-financial results of the respective fiscal year. In the fiscal year 2021, 70% is dependent on corporate financial targets, 20% on individual financial or non-financial targets of the respective Management Board members and 10% on ESG targets, which may be defined individually or collectively for one or all Management Board members. The short-term incentive is payable only if certain thresholds are exceeded or reached.

The amount payable under the STI is limited to a maximum of 200% of the target amount (Payout Cap).

Target achievement is determined by the Supervisory Board each year before payment of the STI. The average target achievement is calculated from the respective target achievement of the financial, individual and ESG targets and the stated weighting of the targets. More detailed information on the performance criteria is presented under (4). The amount paid out generally corresponds to the target amount multiplied by the average target achievement. In case of a target achievement above 100%, one-third of the target overachievement is not paid out directly, but transferred to the PPS program (see b., also see Figure 1).

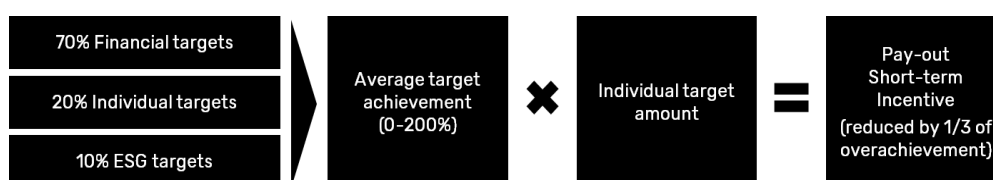


Figure 1

Should the Management Board service contract begin or end in an ongoing fiscal year, then the amount payable will be reduced *pro rata temporis* in relation to the fiscal year.

Should any extraordinary events or developments arise, e.g. the acquisition or sale of a part of the undertaking, then the Supervisory Board shall be entitled to adjust the terms of the STI plan temporarily and in a reasonable way. General negative market developments do not qualify as extraordinary events or developments. The same applies analogously if changes in the accounting rules applicable for the Company have a material effect on the relevant parameters for the calculation of the STI, as well as in the event that a fiscal year has less than twelve months (short fiscal year).

b. Performance-Phantom-Share (PPS)-Program

The long-term variable remuneration of the Management Board members under the PPS program is based on the sustainable growth of the Company. The remuneration is granted on share basis annually to members of the Management Board of Software AG in the form of performance phantom shares.

Each tranche has a term of four years tracking into the future.

The grant amount of the PPS program is determined by the individual target amount of the Management Board member multiplied by the target achievement of the STI. At the time the PPS program is granted, the individual grant amount for the PPS program plus the amount transferred from the STI is converted into virtual (phantom) shares on the basis of the reference share price of Software AG stock and awarded to the Management Board members as a calculated value. The reference share price is determined as the average share price of Software AG stock in the February preceding the granting, less 10%.

At the end of the four-year term, a cash settlement takes place on the basis of the average price of Software AG stock in February as of the end of the term (see Figure 2). The amount payable under the PPS program is limited to a maximum of 200% of the target amount.

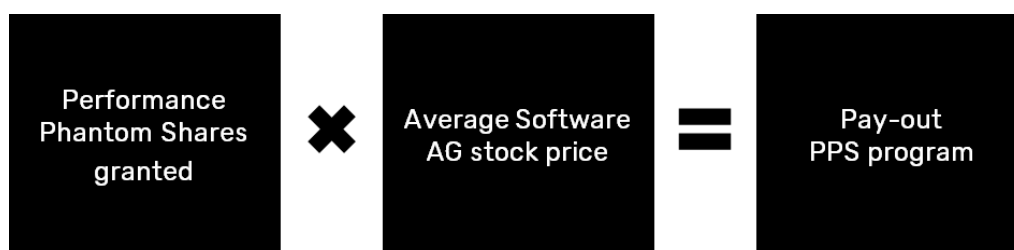


Figure 2

If, due to the Management Board member's own personal reasons, the Management Board service contract ends during an ongoing fiscal year, then all payable amounts of the granted or to be granted tranches will lapse except those tranches that will be paid out in the next fiscal year.

All claims to payout under the PPS program from an ongoing fiscal year and claims from prior years that are not yet due will be forfeited without reimbursement or compensation if the Management Board service contract ends due to a termination for cause by the Company ("*wichtiger Grund*") pursuant to § 626 of the German Civil Code (BGB)).

Should any extraordinary events or developments arise, e.g. the acquisition or sale of a part of the undertaking, then the Supervisory Board shall be entitled to adjust the terms of the PPS program temporarily and in a reasonable way. General negative market developments do not qualify as extraordinary event or development. General negative market developments do not qualify as extraordinary events or developments. The same applies analogously if changes in the accounting rules applicable for the Company have a material effect on

the relevant parameters for the calculation of the PPS payout, as well as in the event that a fiscal year has less than twelve months (short fiscal year).

c. Long-Term Incentive Plan (LIP)

The long-term variable remuneration of the Management Board members under the Long-Term Incentive Plan is geared toward the Company's sustainable growth. The LIP program replaces the Management Incentive Plan (MIP) that also had long-term focus. Remuneration is granted annually to members of Software AG's Management Board in the form of virtual options.

Each tranche has a term of four years tracking into the future.

The LIP consists of two equally weighted parts. At the time the LIP is granted, 50% of the individual target amount of the respective Management Board member is converted to virtual options for Part 1 and Part 2 each and is awarded to the Management Board members as a calculation value. The value of the virtual option allocated for Part 1 and Part 2 are each 50% of the individual target amount for the LIP, based on the fair value calculation.

The number of virtual options at the end of the four-year term is determined by the number allocated and the performance factors.

The performance factor applied to the Part 1 is determined on the basis of the relative outperformance of the Software AG share price against the MDAX index during the four-year term, in accordance with the schedule shown in Figure 3. The outperformance is determined as the difference of the value increase of the Software AG stock price and the value increase of the MDAX index. The performance factor attains the minimum of 0 at an outperformance below 0%. The performance factor attains the maximum of 2 at an outperformance of at least 20%. The value of a virtual option for Part 1 is determined as the product of outperformance and initial Software AG stock price (see Figure 4). The amount payable for Part 1 of the LIP is limited to a maximum of 200% of the target amount for Part 1 of the LIP.

Performance Faktor	
Outperformance \geq 20 %	200 %
20 % > Outperformance \geq 18 %	190 %
18 % > Outperformance \geq 16 %	180 %
16 % > Outperformance \geq 14 %	170 %
14 % > Outperformance \geq 12 %	160 %
12 % > Outperformance \geq 10 %	150 %
10 % > Outperformance \geq 8 %	140 %
8 % > Outperformance \geq 6 %	130 %
6 % > Outperformance \geq 4 %	120 %
4 % > Outperformance \geq 2 %	110 %
2 % > Outperformance \geq 0 %	100 %
0 % > Outperformance	0 %

Figure 3

The Performance Factor applied to Part 2 is determined based on the target performance of revenue, profit margin and annual recurring revenue (“ARR”) during the four-year term. The Supervisory Board determines a minimum performance (“threshold achievement”), target performance (“target achievement”) and maximum performance (“maximum achievement”) for each target for each tranche of the LIP for the next four years. The achievement factor for each target is 0% at threshold achievement, 100% at target achievement and 200% at maximum achievement. Between threshold and target achievement and between target and maximum achievement, linear interpolation is used. The maximum achievement is thereby limited per target and in total to 0 – 200%. The Performance Factor applied to Part 2 is determined as the average of the achievement factors for revenue, profit margin and annual recurring revenue growth each target equally weighted with 1/3. The value of each virtual option for Part 2 is defined as the difference of the Software AG stock price between at the beginning and at the end of the four-year term (see Figure 4). The amount payable for Part 2 of the LIP is limited to a maximum of 200% of the target amount for Part 2 of the LIP.

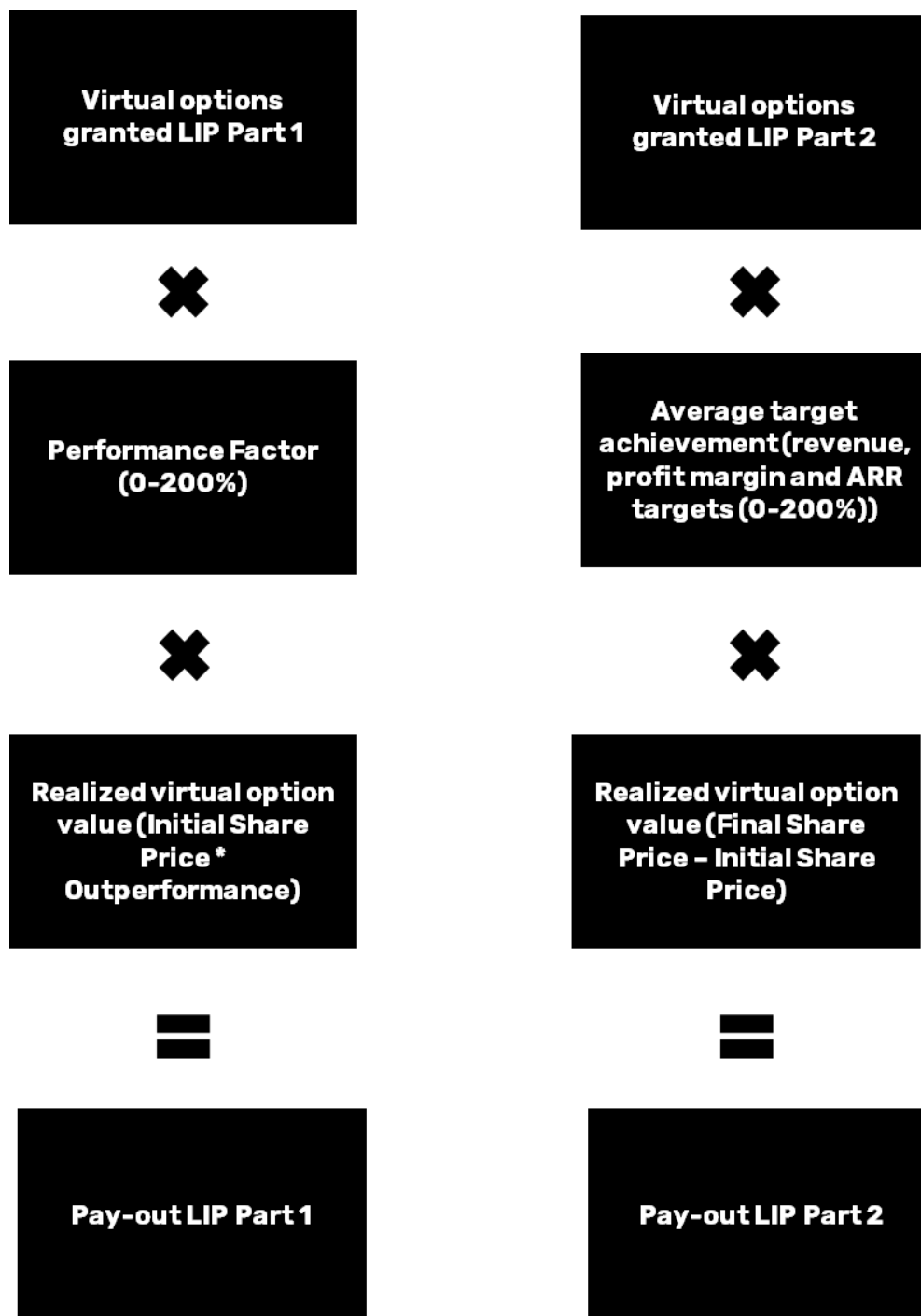


Figure 4

More detailed information on the performance criteria is presented under (4).

Should the Management Board service contract begin or end during an ongoing fiscal year, then the amount payable will be reduced *pro rata temporis* in relation to the fiscal year.

All claims to the LIP from an ongoing fiscal year will be forfeited without reimbursement or compensation if the Management Board service contract ends due to a termination for cause by the Company (“*wichtiger Grund*”) pursuant to § 626 of the German Civil Code (BGB).

Should any extraordinary events or developments arise, e.g. the acquisition or sale of a part of the undertaking, then the Supervisory Board shall be entitled to adjust the terms of the LIP plan temporarily and in a reasonable way. General negative market developments do not qualify as extraordinary event or development. The same applies analogously if changes in the accounting rules applicable for the Company have a material effect on the relevant parameters for the calculation of the LIP, as well as in the event that a fiscal year has less than twelve months (short fiscal year).

iv. Share Ownership Guidelines

Under the Share Ownership Guidelines, the members of the Management Board are also contractually obligated to hold Software AG shares worth a net annual base salary permanently during their term of office after a four-year build-up phase.

Compliance with this obligation must be demonstrated for the first time after the four-year build-up phase and annually thereafter. If, as a result of fluctuations in the price of Software AG stock, the value of the stock accumulated falls below the amount to be proven in each case, then the Management Board member will be obligated to make a subsequent purchase.

(4) Performance criteria for the granting of variable remuneration components (§ 87a para. 1 s. 2 no. 4 AktG)

The cited financial and non-financial performance criteria contribute to the promotion of the business strategy and the long-term development of the Company. The achievement of these targets will be measured as follows:

The variable remuneration components are structured in such a way as to create an appropriate incentive system for the implementation of the corporate strategy and a sustainable value creation and increase in value. Particular attention is paid to achieving the greatest possible congruence between the interests and expectations of the shareholders and of the Management Board remuneration. The variable remuneration is linked to the target of a sustainable increase in the corporate value and therefore consists of a short-term and a long-term variable component. The remuneration system developed by the Supervisory Board provides a great deal of transparency by linking the performance figures to clearly defined indicators for profitability, value creation and sustainable development. The sustainable business orientation, as well as the social and environmental responsibility of Software AG, is reflected in the ESG targets, which likewise form the basis of the variable remuneration of the Management Board. The aim of the shareholding obligations and the consistently share-based granted LTI is to align the actions of the Management Board members with

the long-term and sustainable value creation of the Company and to further strengthen the alignment between shareholder and Management Board interests.

The Supervisory Board sets the performance criteria for the STI and the LTI on a binding basis for the upcoming fiscal year. The respective payout amounts are calculated after the end of the fiscal year on the basis of target achievement. The Supervisory Board has the option to adjust the terms of the STI and LTI in a reasonable way only in the event of extraordinary events; otherwise, the Supervisory Board has no discretion in determining the payout amounts from STI and LTI.

i. Short-Term Incentive

The relevant financial and non-financial performance criteria for calculating the payable amount for the STI are financial, individual, and ESG targets that are selected by the Supervisory Board and determined annually for the grant year.

As financial performance criteria for the fiscal year 2021, the Group revenue and earnings targets that are communicated to the capital market are used. In addition, each member of the Management Board agrees to different quantitative or qualitative targets relevant to the respective area of responsibility, which are in the interest of the medium to long-term strategic development of the Company. The individual targets can, among other things, support the implementation of sales and growth targets, the corporate strategy or a sustainable management (e.g., in the area of diversity, succession planning, innovation performance) in the business area of the respective Management Board member.

ESG targets are defined as targets relating to the environment (Environmental), social welfare (Social) and responsible corporate governance (Governance). The Supervisory Board defines the ESG performance criteria and the methods for measuring performance for the upcoming fiscal year. The possible performance criteria comprise of, for example, ESG ratings, customer satisfaction, employee satisfaction, occupational health & safety. The overall target achievement for ESG performance results from the average of the target achievement of the individual ESG performance criteria.

For an upcoming grant year, the Supervisory Board determines the targets for the STI, their weighting and the criteria for measuring target achievement. As described under (3).iii.a, the target achievement is determined by the Supervisory Board each year before the STI is paid out. The average target achievement is calculated from the respective target achievement for financial, individual and ESG targets and the weighting of the targets. The payout amount corresponds to the target amount multiplied by the average target achievement. If the overall target achievement is 100%, then the payout amount is equal to the target amount. No payout is made if the total target achievement is 0% ("Threshold value"). If the total target achievement is 200% or more, then a payout of 200% of the target amount is made ("Maximum value"). Between threshold and

target achievement and between target and maximum achievement, linear interpolation is used. One-third of the overachievement is not paid out in cash, but converted to Performance Phantom Shares (PPS) and paid out at a later date, taking into account the future share price development.

ii. Long-Term Incentive

The relevant criteria for calculating payable amount for the LTI are the development of the Software AG stock price between granting and payout, the relative development compared to the MDAX, as well as revenue, profit margin and annual recurring revenue (ARR) until the end of the vesting period as well as the criteria for the STI (see i.). The consideration of share price development emphasizes the focus on the long-term and sustainable value creation of the Company and reinforces the alignment between shareholder and Management Board interests. Consideration of the profit margin supports the long-term profitability and viability of the Company and thus reinforces the sustainable implementation of the corporate strategy. The long-term incentive is granted in two parallel systems.

a. Performance Phantom Share Program (PPS)

The relevant performance criteria for the PPS program in fiscal year 2021 are the targets for the STI as well as the development of the Software AG share price. The individual target achievement of the STI determines the grant amount. At the time of the LTI grant, the individual grant amount for each Management Board member for the PPS program will be converted into virtual (phantom) shares of the Company (Performance Phantom Shares) on the basis of the initial reference price for Software AG stock and awarded to the Management Board members as a calculated value. The reference share price is determined as the average share price of Software AG stock in the February preceding the granting, less 10 percent. The objective of this criterion is the sustainable development of Software AG shares as well as strengthening the alignment between shareholder and Management Board interests and the commitment of the Management Board members to the Company. At the end of the four-year term, a cash settlement takes place on the basis of the average price of Software AG stock in the February as of the end of the term (see Figure 2). The amount payable under the PPS program is limited to a maximum of 200% of the target amount.

b. Long-Term Incentive Plan (LIP)

The relevant criteria for the LIP program in the fiscal year 2021 are the development of the Software AG stock price between granting and payout, the relative development compared to the MDAX, as well as revenue, profit margin and annual recurring revenue (ARR) until the end of the vesting period. The consideration of share price development, both in absolute terms and also in comparison with the overall development of comparable companies, emphasizes the focus on the

long-term and sustainable value creation of the Company and reinforces the alignment between shareholder and board interests.

The profit margin is defined as the ratio of Software AG's profit to revenue. It supports the Company's long-term profitability and viability and thus reinforces the sustained implementation of the corporate strategy.

Annual recurring revenue ("ARR") shows the annualized contract value of active contracts with recurring revenue at the end of the reporting period. The ARR is thus an indicator of the expected recurring annualized cash flows if the active contracts of the following contract types continue: Term licenses/subscription licenses, maintenance from term and perpetual licenses, SaaS licenses, and usage-based licenses.

The development of Software AG's share price compared to the MDAX determines the payout of Part 1 of the LIP. Further details are explained under (3).iii.c.

For the upcoming grant year of a tranche, the Supervisory Board determines the targets and the weighting for revenue, profit margin and ARR. The average target achievement for Part 2 of the LIP is calculated on the basis of the relevant target achievement for revenue, profit margin and ARR target. The payout amount equals the number of virtual stock options for Part 2 of the LIP multiplied by the average target achievement for Part 2 of the LIP and the value per option for Part 2 of the LIP. Upon an overall target achievement of 100%, the payout for Part 2 of the LIP will equal the target amount for Part 2 of the LIP (i.e., 50% of the annual individual target amount for the LIP per Management Board member) and the value per option for Part 2 of the LIP. Upon an overall target achievement of 0%, no payout will be made ("threshold achievement"). Upon overall target achievement of 200% or more, there will be a payout of 200% of the number of virtual stock options for Part 2 of the LIP and the value per option for Part 2 of the LIP ("maximum achievement"). Between threshold achievement and the target amount and between target amount and maximum achievement, a linear interpolation is used.

The development of the Software AG share price determines the option value for payment of Part 2 of the LIP. Further details are explained under (3).iii.c.

(5) Ability of the Company to recover variable remuneration components (§ 87a para. 1 s. 2 no. 6 AktG)

The Company is entitled to adjust and recover the payable amounts under the variable remuneration at its due discretion if the audited consolidated financial statements and/or the basis for determining other targets, which serve as a basis for calculating the variable remuneration, must be corrected subsequently because they objectively proved to be erroneous and the errors led to a wrong calculation of the variable remuneration.

The recovery claim exists in the amount of the difference between the actual sums paid out by the Company and the amounts which, according to

the rules on the variable remuneration, should have been paid out on the basis of the corrected calculation basis.

In the event that an Management Board member breached one of his material duties of care within the meaning of § 93 AktG or a material principle under the Company's Code of Conduct, the Supervisory Board may reduce (down to zero) or recover all or some of the variable compensation components.

If the correction of the calculation basis for the variable remuneration or the violation of material duties of care or material Code of Conduct principles has an effect on several variable remuneration components already paid out, then the paid-out amounts for all of the variable remuneration components can be recovered. The recovery claim remains enforceable for four years from the date on which the respective relevant variable remuneration component was paid out.

(6) Share-based remuneration (§ 87a para. 1 s. 2 no. 7 AktG)

The LTI in the PPS program and the LIP is share-based granted. Explanations of time periods and conditions of the share-based remuneration can be found under (3).iii.b, (3).iii.c and (4).ii. In addition, the Management Board members are required to hold shares of the Company during their term of office. Details of the associated Share Ownership Guidelines can be found in section (3).iv. The aim of the Share Ownership Guidelines and the consistently share-based granted LTI is to align the actions of the Management Board members with the long-term and sustainable value creation and growth of the Company and to further strengthen the alignment between shareholder and Management Board interests. To this end, the Share Ownership Guidelines and the LTI contribute directly to promoting the objectives of the business strategy mentioned under (2) and the long-term development of Software AG.

(7) Remuneration-related legal acts [*Rechtsgeschäfte*] (§ 87a para. 1 s. 2 no. 8 AktG)

i. Terms and prerequisites for the termination of remuneration-related legal acts

Mr. Brahmawar's Management Board service contract (contract) expires on 31st July 2023. Dr. Frank's contract expires on 31st July 2024. Dr. Heiden's contract expires on 30th June 2023. Dr. Sigg's contract expires on 30th June 2022. The contracts generally have a three-year term for the first appointment, and a five-year term in case of a reappointment. In the event of reappointment, the Management Board service contracts will continue to apply unless the parties agree otherwise. If the appointment to the Management Board is revoked for good cause (*aus wichtigem Grund*) in accordance with § 84 (3) AktG, which is also good cause for termination of the Management Board member's contract without notice in accordance with § 626 BGB, then Management Board service contract will end automatically.

ii. Compensation for dismissal / removal

If the Management Board member's service contract is terminated other than for good cause, then any severance paid to the respective Management Board member will be limited to a maximum of one year's target total remuneration (excluding LIP, pension payments and fringe benefits) and may not exceed the contractually agreed remuneration for the remaining term (Severance Cap).

If a post-contractual, non-compete covenant is agreed, then any severance payment will be credited toward the post-employment non-compete compensatory payment (*Karenzentschädigung*). Currently, there is only one management board member service contract that contains a post-contractual non-compete covenant, which applies for 12 months following the expiration of that management board member's employment contract. During the period of this post-contractual non-compete covenant, the Management Board member entitled to this payment will receive a monthly non-compete compensatory payment that equals the monthly target total remuneration (excluding fringe benefits). Thus, the sum total of Software AG's aforementioned severance payment consisting of a target total remuneration (excluding LIP, pension payments and fringe benefits) and the non-compete compensatory payment does not exceed the severance payment that is recommended in the German Corporate Governance Code and equals two years of remuneration.

If the Management Board service contract ends in the event of a change of control, then no additional severance payment will be made.

If the Management Board service contract is terminated by the Management Board member herself or himself or for good cause for which she or he is responsible, then no severance payment will be owed.

The key features of the pension and early retirement provisions are explained under (3).ii.b.

(8) Consideration to be given to the employees' terms and conditions of remuneration and employment when determining the remuneration system (§ 87a para. 1 s. 2 no. 9 AktG)

When structuring the remuneration and fringe benefit system for Management Board members, the Supervisory Board took into account the remuneration and employment conditions at Software AG for its senior managers and the workforce as a whole, in particular how remuneration has developed over time and particularly in recent years. In this regard and following the recommendations of the German Corporate Governance Code, the Supervisory Board defined the groups of senior managers and the workforce as a whole consistently for the multi-year evaluation (comparative) period and reviewed in-depth that the remuneration of the Management Board members does not increase more aggressively than the remuneration of the senior managers and the workforce as a whole.

(9) Procedure to determine and implement, as well as to review the remuneration system (§ 87a para. 1 s. 2 no. 10 AktG)

The Supervisory Board adopts a clear and comprehensible remuneration system for the Management Board members. The Personnel Committee is

responsible for preparing the resolution and for providing the Supervisory Board at regular intervals with all the information required by the Supervisory Board in order to review the remuneration system. The Supervisory Board reviews the remuneration system in its due discretion, but in any event every four years. The Supervisory Board reviews the level of fixed annual salary every two years in order to ensure it is commensurate. To do so, the Supervisory Board conducts a market comparison and also takes particular account of changes in the business environment, the overall economic situation and strategy of the Company, changes and trends in national and international corporate governance standards, and developments in the employees' terms and conditions of remuneration and employment. If necessary, the Supervisory Board consults external remuneration experts and other advisors. The Supervisory Board thereby pays attention to the independence of the remuneration experts and the advisors to the Management Board and takes the necessary precautions to avoid conflicts of interest. If Management Board members are also members of intra-group supervisory boards, then such remuneration will be taken into account. If supervisory board memberships are assumed at non-group entities, the Supervisory Board decides whether and to what extent the remuneration from such memberships will be taken into account.

The Supervisory Board submits the remuneration system to the Shareholders' Meeting for approval each time there is a substantial change, but at least every four years. Should the Shareholders' Meeting not approve the submitted system, then the Supervisory Board will submit a revised remuneration system to the Shareholders' Meeting for approval at latest at the next annual Shareholders' Meeting.

The remuneration system applies to all potential contract extensions and to all new Management Board service contracts beginning as of January 1, 2021. Any Management Board service contracts existing at the time of enactment will be unaffected thereby. With respect to current contracts contractual modifications would be required which are subject to the individual consent of each Management Board member.

The Supervisory Board and the Personnel Committee take adequate measures to ensure that possible conflicts of interests affecting the Supervisory Board members involved in advising and decision-making on the remuneration system are avoided and, as the case may be, resolved. Each Supervisory Board member is under a duty to notify the Supervisory Board chairman of conflicts of interest. The Supervisory Board chairman discloses to the Personnel Committee and the plenary Supervisory Board any conflicts of interest affecting him. The Supervisory Board decides how to deal with an existing conflict of interest on a case-by-case basis. One option in particular would be for a Supervisory Board member affected by a conflict of interest not to participate in a meeting or in individual consultations and decisions of the Supervisory Board or the Personnel Committee.

The Supervisory Board may temporarily deviate from the remuneration system (procedure and regulations on remuneration structure) and its

individual components, as well as with regard to the individual remuneration components of the remuneration system, or introduce new remuneration components if this is necessary for the long-term wellbeing of the Company. The Supervisory Board reserves the right to undertake such deviations for exceptional circumstances, for example to address an economic or corporate crisis. Such deviations may temporarily cause a variance from Maximum Remuneration for the Chief Executive Officers or for other Management Board members.

7. Resolution on setting the remuneration for Supervisory Board members pursuant to Article 14 of the Articles of Association

Pursuant to § 113 para. 3 s. 1 and 2 of the German Stock Corporation Act (AktG), the annual shareholders' meeting of a publicly listed corporation must decide at least every four years on the remuneration of the supervisory board members, although a resolution simply affirming the remuneration is permissible. The remuneration of the Company's Supervisory Board members is regulated by shareholder resolution in accordance with § 113 para. 1, s. 2 AktG in combination with Article 14 of the Articles of Association. This resolution was last adopted by the shareholders on May 17, 2017, which means that the 2021 annual Shareholders' Meeting must adopt a resolution on Supervisory Board remuneration.

The specifics about the remuneration system for the Supervisory Board members are set forth below (information as required under § 113 para. 3 s. 3 in combination with § 87a para. 1, s. 2 AktG):

- a) The system for remunerating Supervisory Board members provides for a strictly fixed compensation scheme plus an attendance fee for committee meetings and does not include any variable components and any share-based remuneration. The Management Board and the Supervisory Board do not believe that a performance-based remuneration arrangement for the Supervisory Board is sensible based on their understanding of the Supervisory Board's function. In the opinion of the Management Board and the Supervisory Board, the control function of the Supervisory Board should generally be exercised independently of the Company's performance goals. The granting of strictly fixed remuneration is consistent with the established and prevailing practice at other publicly listed companies and also accords with the suggestions made in the GCGC (G.18, s. 1).

According to the principles adopted by the Shareholders' Meeting, the fixed annual base remuneration is EUR 145,200 for the chair of the Supervisory Board, EUR 99,000 for each deputy chair and EUR 66,000 for any other member of the Supervisory Board. Based on the recommendations made in the German Corporate Governance Code, the greater time commitment

required of the chair and the deputy chair on the Supervisory Board will be factored into assessing the remuneration.

- b) The greater time commitment is also taken into account with respect to the membership in and chairing of the various committees: for each participation in a committee meeting, the committee members shall receive an attendance fee in the amount of EUR 2,000. The attendance fee for a committee chair is EUR 4,000. For additional meetings of a committee that are held on a single day or for a single meeting that is held over consecutive days, the attendance fee will be paid only once.
- c) The cap for the Supervisory Board member remuneration consists of the total fixed remuneration, the amount of which is dependent in each case on the member tasks and duties assumed on the Supervisory Board and the attendance fee, the amount of which is determined according to tasks assumed in the committees and the member's participation in committee meetings. There is no maximum numerical remuneration cap for Supervisory Board members.
- d) The members of the Supervisory Board are included in a D&O insurance, which is maintained by the Company for its officers and directors and the premiums of which are paid by Software AG. Moreover, the Company shall also reimburse each Supervisory Board member for its expenses occurred as well as any value added tax that may be imposed by law on the Supervisory Board member's income.
- e) The amount and structure of the Supervisory Board remuneration – specifically also with a view towards supervisory board remuneration paid at other publicly listed companies in Germany – is in line with the market and makes it possible for the Company to be in a position in the future to recruit and hold superbly qualified candidates for the Supervisory Board. This is a prerequisite for ensuring a best possible performance of the advisory and supervisory work by the Supervisory Board, which, in turn, contributes substantially to the advancement of the corporate strategy and the long-term development of Software AG.
- f) The remuneration is due for payment one week after the Supervisory Board – or, if applicable, the Shareholders' Meeting – approves the annual financial statements for the remuneration year. There are no other deferment periods for the pay-out of the remuneration components.
- g) The remuneration of the Supervisory Board members is conclusively regulated by shareholder resolution; side agreements or addenda do not exist. The remuneration is tied to the duration of the appointment as a Supervisory Board member. Any Supervisory Board members, who have belonged to the Supervisory Board during only a part of the fiscal year, will receive a proportionately lower fixed remuneration (so-called "*pro rata*

adjustment"). The adjustment of remuneration is done *pro rata temporis*, while rounding-up to full months. There have been no approvals for compensation for dismissal and no retirement or pre-retirement arrangements.

- h) The remuneration rules apply equally to shareholder representatives and employee representatives on the Supervisory Board. The remuneration and employment terms and conditions of the employees were and are irrelevant to the Supervisory Board's remuneration system. This irrelevance can be attributed simply to the fact that the Supervisory Board remuneration is granted as payment for work that is fundamentally different from the work performed by employees of Software AG and the Group, which therefore means that a so-called vertical comparison with employee remuneration is out of the question.
- i) The remuneration system of the Supervisory Board is approved by the Shareholders' Meeting based on a recommendation from the Management Board and the Supervisory Board. The remuneration is governed by way of resolution adopted by the Company's Shareholders' Meeting. In regular intervals and no later than every four years, the Management Board and the Supervisory Board review whether the amount and structure of the remuneration still conforms to market conditions and is appropriate and proportionate to the duties of the Supervisory Board and with the Company's situation. In that respect, the Supervisory Board may seek and receive advice from external independent experts. If there is a reason to change to the remuneration system for the Supervisory Board, then the Management Board and the Supervisory Board shall submit to the Shareholders' Meeting a recommendation to modify the Supervisory Board remuneration.
- j) Any conflicts of interest that arise when reviewing the remuneration system is counteracted by the statutory system of competencies, because the ultimate decision-making authority on Supervisory Board remuneration rests with the Shareholders' Meeting, which receives a draft resolution on remuneration from both the Management Board and the Supervisory Board; i.e., a system of mutual control is already in place under the statutory regulations. Otherwise, the general conflict-of-interest rules govern, which call for such conflicts of interest to be disclosed and addressed appropriately.

Based on the foregoing, the Management Board and the Supervisory Board recommend affirming the remuneration and adopting the following resolution:

- (1) The members of the Supervisory Board receive a fixed annual remuneration in the amount of EUR 66,000.
- (2) The chair of the Supervisory Board receives 2.2 times, and each deputy chair 1.5 times, the amount shown in para. no. (1) immediately above.

- (3) In addition, the members of the Supervisory Board receive an attendance fee in the amount of EUR 2,000 for each participation in a physical meeting or for each participation in a meeting of its committees. The attendance fee for a committee chair is EUR 4,000. For additional meetings of a committee that are held on a single day or for a single meeting that is held over consecutive days, the attendance fee will be paid only once.
- (4) Supervisory Board members who have belonged to the Supervisory Board for only part of the fiscal year are granted remuneration in accordance with para. no. (1) above on a *pro rata* basis, while rounding up to full month.
- (5) The Company may execute a liability insurance policy on behalf of the Supervisory Board members, and said policy shall cover statutory liability exposure based on the Supervisory Board work.
- (6) Expenditures will not be reimbursed on a lump-sum basis.
- (7) The remuneration is due for payment one week after the Supervisory Board – or, if applicable, the shareholders’ meeting – approves the annual financial statements for the remuneration year. If the Supervisory Board member is required to pay value added tax, then the value added tax will be reimbursed.

8. Resolution to create authorized capital with the option of excluding the subscription rights and to amend the Articles of Association accordingly

The authorization granted in the Shareholders’ Meeting of May 31, 2016 to increase the registered share capital by EUR 39,500,000 has not been utilized and will lapse on May 30, 2021. Therefore, new authorized capital should be created and the Articles of Association amended accordingly.

The Management Board and the Supervisory Board recommend adopting the following resolution:

- a) The Management Board shall be authorized, in the period up to May 11, 2026 and subject to the consent of the Supervisory Board, to increase the registered share capital once or in partial amounts by up to a total of EUR 14,800,000 by issuing new, no-par-value registered shares in return for cash and/or non-cash (in-kind) capital contributions (Authorized Capital). In so doing, the number of shares must be increased in the same proportion or ratio as the registered share capital. The shareholders shall be granted subscription right. The new shares may also be acquired by one or more banks or by enterprises deemed equivalent to such banks pursuant to § 186 para. 5 s. 1 of the AktG, subject to the obligation that such shares must be offered for subscription to the shareholders of the Company. The Management Board may, however, exclude the subscription right of the shareholders in the following cases:
 - (1) The Management Board is authorized, subject to the consent of the Supervisory Board, to exclude subscription rights of the shareholders with respect to fractional amounts.
 - (2) The Management Board is authorized, subject to the consent of the Supervisory Board, to exclude the shareholders’ subscription rights when capital increases are made in exchange for non-cash capital contributions

either for purposes of acquiring companies, company divisions and/or equity holdings in companies or in connection with mergers.

- (3) The Management Board is authorized, subject to the consent of the Supervisory Board, to exclude the subscription rights in the event of a capital increase in exchange for cash capital contributions, if such action is necessary to grant to holders of option rights or conversion rights or persons obligated to exercise options or conversion under warrant bonds or convertible bonds, which were issued by Software AG or a direct or indirect wholly-owned subsidiary of Software AG, a right to subscribe new shares to the extent to which they would be entitled to subscribe as shareholders after exercising the option or conversion right or after fulfilling the option or conversion obligation.
- (4) The Management Board is authorized, subject to the consent of the Supervisory Board, to exclude the subscription rights when capital increases are made in exchange for cash capital contributions, if the capital increases approved on the basis of this authorization do not exceed in their entirety a total of 10% of the registered share capital as it exists at the time the resolution of the Shareholders' Meeting is adopted or, if this amount is lower, at the time the relevant authorization is exercised and provided that the issue price is not significantly lower than the stock exchange price. The maximum limit of 10% of the registered share capital will be reduced by the *pro rata* amount of the registered share capital, which is attributable to those Company treasury shares that are sold during the duration of the Authorized Capital under exclusion of the shareholders' subscription rights pursuant to §§ 71 para. 1 no. 8 s. 5, 186 para. 3 s. 4 AktG. Further, the maximum limit shall be reduced by the *pro rata* amount of the registered share capital, which is attributable to the maximum number of shares that have to be issued in order to service warrant bonds or convertible bonds containing option or conversion rights or duties, provided that the bonds are issued during the duration of the Authorized Capital while excluding the subscription rights under the *mutatis mutandis* application of § 186 para. 3 s. 4 AktG.

The sum of the shares issued pursuant to this authorization while excluding the subscription right in return for cash and non-cash contributions may not exceed a *pro rata* share of the registered share capital of EUR 7,400,000 (representing 10% of the registered share capital at the time the resolution is adopted). The Management Board is authorized, subject to the consent of the Supervisory Board, to stipulate the additional details about the capital increase and the terms and conditions of the stock issue.

- b) Article 5 para. 2 of the Company's Articles of Association shall be deleted and replaced by the following new paragraph:

"The Management Board is authorized, in the period up to May 11, 2026 and subject to the consent of the Supervisory Board, to increase the registered share capital once or in partial amounts by up to a total of € 14,800,000 by

issuing new, no-par value registered shares in return for cash and/or non-cash (in-kind) capital contributions (Authorized Capital). In so doing, the number of shares must be increased in the same ratio as the registered share capital. The shareholders shall be granted subscription rights. The new shares may also be acquired by one or more banks or by enterprises deemed equivalent to such banks pursuant to § 186 para. 5 s. 1 of the AktG, subject to the obligation that such shares must be offered for subscription to the shareholders of the Company. The Management Board may, however, exclude the subscription right of the shareholders in the following cases:

- (1) The Management Board is authorized, subject to the consent of the Supervisory Board, to exclude subscription rights of the shareholders with respect to fractional amounts.
- (2) The Management Board is authorized, subject to the consent of the Supervisory Board, to exclude the shareholders' subscription rights when capital increases are made in exchange for non-cash capital contributions either for purposes of acquiring companies, company divisions and/or equity holdings in companies or in connection with mergers.
- (3) The Management Board is authorized, subject to the consent of the Supervisory Board, to exclude the subscription rights in the event capital increases are made in exchange for cash capital contributions, if such action is necessary to grant to holders of option rights or conversion rights or persons obligated to exercise options or conversions under warrant bonds or convertible bonds, which were issued by Software AG or a direct or indirect wholly-owned subsidiary of Software AG, a right to subscribe new shares to the extent to which they would be entitled to subscribe as shareholders after exercising the option or conversion right or after fulfilling the option or conversion obligation.
- (4) The Management Board is authorized, subject to the consent of the Supervisory Board, to exclude the subscription rights when capital increases are made in exchange for cash capital contributions, if the capital increases approved on the basis of this authorization do not exceed in their entirety a total of 10% of the registered share capital as it exists at the time the resolution of the Shareholders' Meeting is adopted or, if this amount is lower, at the time the relevant authorization is exercised, and provided that the issue price is not significantly lower than the stock exchange price. The maximum limit of 10% of the registered share capitals will be reduced by the *pro rata* amount of the registered share capital that is attributable to those Company treasury shares that are sold during the term of the Authorized Capital under exclusion of the shareholders' subscription rights pursuant to §§ 71 para. 1 no. 8 s. 5, 186 para. 3 s. 4 AktG. Further, the maximum limit shall be reduced by the *pro rata* amount of the registered share capital that is attributable to the maximum number of shares that had to be issued in order to service warrant bonds or convertible bonds containing option or conversion rights or duties, to the extent that the bonds are issued during the term of the Authorized Capital while excluding

the subscription rights under the *mutatis mutandis* application of § 186 para. 3 s. 4 AktG.

The sum of the shares issued pursuant to this authorization excluding the subscription right in return for cash and non-cash contributions may not exceed a *pro rata* share of the registered share capital of EUR 7,400,000. The Management Board is authorized, subject to the consent of the Supervisory Board, to stipulate the additional details about the capital increase and the terms and conditions of the stock issue.”

- c) The Supervisory Board is authorized to modify the wording of Article 5 of the Company’s Articles of Association to reflect the amount of the relevant capital increase from the Authorized Capital and after the expiration of the authorization period.

9. Resolution to authorize the issuance of warrant bonds and/or convertible bonds, to exclude subscription rights, to create new Conditional Capital 2021 and to amend the Articles of Association accordingly

A new authorization to issue warrant bonds or convertible bonds (or a combination of these instruments) - also excluding subscription rights - shall be granted, a new Conditional Capital 2021 created, and the Company’s Articles of Association amended accordingly.

The Management Board and the Supervisory Board recommend adopting the following resolution:

- a) The Management Board is authorized, in the period up to May 11, 2026 and subject to the consent of the Supervisory Board, to issue registered warrant bonds and/or convertible bonds and/or combinations of these instruments (bonds) in the total nominal amount of up to EUR 750,000,000, with or without a specified maturity date, and to grant the owners or holders of the Bonds the right to convert the Bonds into new, no-par value registered shares of the Company representing a *pro rata* amount of the registered share capital of up to EUR 14,800,000 in accordance with the more detailed provisions of the warrant bond terms and/or convertible bond terms (Bond Terms).

The Bond Terms can also include a conversion obligation or an option obligation at the end of the term (or at a different point in time) or provide for the right of Software AG to grant owners, upon the final maturity of the Bonds associated with option rights or conversion rights (this shall also include maturity by virtue of a termination), in whole or in part, shares of the Company instead of the payment of the amount in cash due.

The Bonds can be issued either once or multiple times, in whole or in part, and can also be issued simultaneously in multiple tranches. The Bonds can also feature a variable interest rate, whereby the interest rate can depend, in whole or in part, on the amount of the Company’s dividends.

In addition to euros, the Bonds can also be issued in the currency of an OECD country, limited to the corresponding euro equivalent. The Bonds can be issued in return for cash or non-cash (in-kind) contributions.

With respect to any issuance of warrant bonds, each warrant bond will include one or more warrants that entitle the holder to purchase shares of the Company in accordance with the details of the Bond Terms as established by the Management Board. With respect to warrant bonds issued by the Company, the Bond Terms may provide that the option price, determined in accordance with this authorization, can also be satisfied by transferring partial warrant bonds (*Teiloptionsschuldverschreibungen*) and, if applicable, a supplemental cash payment. The *pro rata* amount of the registered share capital attributable to the shares to be subscribed per partial warrant bond may not exceed the nominal amount of such partial warrant bond. To the extent this results in fractional shares, provision can be made for such fractional shares to be added up for subscription of whole shares in accordance with the Bond Terms, if necessary against additional payment.

With respect to any issuance of convertible bonds, the holders of the convertible bonds will have the right or, if a conversion obligation applies, the obligation to exchange their convertible bonds for shares of the Company in accordance with the more detailed provisions of the Bond Terms. The exchange ratio is calculated by dividing the nominal (face) value or, if the issue price falls short of the nominal value, the issue price of a partial bond by the stated conversion price for a share of the Company. The exchange ratio can in any case be rounded up or down to a whole number.

Aside from this, it can be provided that fractional amounts shall be aggregated and/or settled in cash; moreover an additional cash payment may be specified. The Bond Terms can also stipulate a variable exchange ratio and that the conversion price can be determined based on future stock exchange prices within a specified range.

§ 9 para. 1 AktG and § 199 AktG remain unaffected.

Notwithstanding § 9 para. 1 and § 199 AktG, the option or conversion price to be determined in each case must equal at least 80% of the volume-weighted average stock exchange price of the Company's shares in the Xetra- trading system of the Frankfurt Stock Exchange (or a comparable successor system) on the last ten trading days preceding the date on which the final terms of the Bonds are set. If subscription rights are traded, then the dates of such trading, except the final two days thereof, shall be controlling.

Notwithstanding § 9 para. 1 AktG, the option or conversion price can be adjusted in accordance with the terms of a dilution protection provision under the more detailed provisions of the Bond Terms, if the Company - before the expiration of the exercise and/or conversion dates - increases its registered share capital

while granting subscription rights to its shareholders or issues or guarantees additional Bonds and, in this connection, declines to grant subscription rights to the holders of existing option or conversion rights or holders subject to option or conversion obligations. The Bond Terms can also provide for an anti-dilution adjustment of the option or conversion price in connection with actions taken by the Company that could otherwise result in a dilution of the value of the option or conversion rights or obligations.

The Bond Terms can provide for the right of the Company to pay cash in lieu of delivering shares of the Company upon exercise or conversion. The Bond Terms can also provide for the right of the Company to deliver shares of the Company to holders of Bonds, in whole or in part, in lieu of payment in cash (right to tender). The subscription or conversion rights of the owners of Bonds or rights after mandatory conversion or exercise can otherwise be fulfilled by issuing own shares of the Company (i.e. treasury shares) or issuing new shares of the Company from the Company's Authorized Capital, and/or from any approved future conditional capital and/or authorized capital and/or ordinary capital increase.

The Management Board shall be authorized, subject to the consent of the Supervisory Board, to determine the calculation of the exact option or conversion price as well as the other details on the issuance and features of the Bonds as well as the Bond Terms and, where applicable, to do so in consultation with the governing bodies of the respective group company issuing the bonds including, in particular, the interest rate (yield), issue price, term and denomination, subscription or exchange ratio, establishment of a conversion or option obligation, determination of an supplemental cash payment, aggregation or cash settlement of fractional amounts, cash payment in lieu of delivery of shares, delivery of existing shares in lieu of issuance of new shares, as well as option or conversion periods.

As a rule, shareholders will be granted subscription rights on the Bonds; the subscription rights can also be granted in such a way that the Bonds are issued by one or more credit institutions or by companies deemed equivalent thereto pursuant to § 186 para. 5 s. 1 AktG with the obligation to offer such subscription rights to the Company's shareholders for purchase. However, the Management Board shall be authorized, subject to the consent of the Supervisory Board, to exclude shareholders' subscription rights in the following cases:

- (1) Fractional amounts resulting from the subscription ratio;
- (2) inasmuch as necessary to grant the holders of previously issued option or conversion rights and/or the holders of Bonds with option or conversion obligations a subscription right to the extent to which they would be entitled as shareholders upon exercise of the option or conversion right or after fulfillment of the option or conversion obligation;
- (3) to the extent that the Bonds are issued in return for cash and the Management Board, following a diligent review, concludes that the issue price of the Bonds does not materially fall short of the hypothetical market

value of the Bonds as determined in accordance with generally accepted methods, particularly finance mathematics methods. This authorization to exclude subscription rights applies, however, only to Bonds with an option or conversion right or obligation in respect of shares representing a proportion of the registered share capital that may not exceed a total of 10% of the registered share capital as it exists at the time the resolution of the Shareholders' Meeting is adopted or, if this value is lower, at the time the existing authorization is exercised. The aforementioned 10% limit shall include the Company's treasury shares that, during the term of this authorization, were sold to third parties for cash in a manner other than *via* the stock exchange or an offer to all shareholders in accordance with §§ 71 para. 1 no. 8 s. 5, 186 para. 3 s. 4 AktG. The aforementioned 10% limit shall further include the shares issued during the term of this authorization from authorized capital while excluding subscription rights in accordance with § 186 para. 3 s. 4 AktG.

The Management Board may make use of the aforementioned authorizations to exclude subscription rights only to the extent that the *pro rata* value (§ 8 para. 3 s. 3 AktG) of all the shares issued while excluding subscription rights does not exceed EUR 7,400,000 (corresponding to 10% of the registered share capital at the time the resolution is adopted).

The Management Board shall be authorized, subject to the consent of the Supervisory Board, to determine the details about the issuance and terms of the Bonds including, in particular, the interest rate (yield), issue price, term and denomination, anti-dilution provisions, option or conversion periods and the option or conversion price.

- b) The Management Board is authorized to conditionally increase the registered share capital by up to EUR 14,800,000 by issuing up to 14,800,000 new no-par value registered shares (Conditional Capital 2021). The conditional capital increase will provide for the delivery of shares to the holders of Bonds issued by the Company on or before May 11, 2026 pursuant to the authorization in Item 9.a) of the Agenda.

The conditional capital increase shall be implemented only to the extent that holders of the Bonds issued by the Company in the period up to May 11, 2026 on the basis of the aforementioned authorization of the Management Board exercise their option or conversion rights, or fulfill their option or conversion obligations, or if the Company exercises its right, in whole or in part, to deliver new no-par-value registered shares of the Company in lieu of cash payment, unless the amount due is settled in cash or unless treasury shares of the Company are used to service the obligation. The issuance of new shares will be effected in accordance with the aforementioned authorization at an option or conversion price to be determined. The new shares thus issued shall participate in the profits from the beginning of the fiscal year in which they are created. The Management Board is authorized, subject to the consent of the Supervisory

Board, to define additional details of the implementation of the conditional capital increase.

- c) Article 5 of Articles of Association of the Company shall be amended by adding the following new paragraph 3:

"The registered share capital is conditionally increased by up to EUR 14,800,000, divided into up to 14,800,000 no-par-value registered shares (Conditional Capital 2021). The conditional capital increase will be implemented only to the extent that the holders of warrant bonds or convertible bonds (Bonds) issued by the Company in the period up to May 11, 2026 on the basis of the authorization of the Management Board, which was granted by resolution of the Annual Shareholders' Meeting on May 12, 2021, exercise their option or conversion rights, or holders of Bonds fulfill their obligation to exercise their option or conversion rights, or the Company exercises its right, in whole or in part, to deliver new no-par-value registered shares of the Company in lieu of settlement in cash, and to the extent that no cash or treasury shares are used to service the obligation. The new shares shall be issued at the option or conversion price determined in accordance with the aforementioned authorizing resolution. The new shares thus issued shall participate in the profits from the beginning of the fiscal year in which they are created. The Management Board shall be authorized, subject to the consent of the Supervisory Board, to stipulate additional details about the implementation of the conditional capital increase."

- d) The Supervisory Board shall be authorized to amend the wording of Article 5 paragraph 3 of the Articles of Association to reflect the respective issuance of the subscription shares and to make all other amendments to the Articles of Association that relate only to that wording. The same shall apply in the event that the authorization to issue bonds has not been utilized after the term of the authorization has lapsed and if the conditional capital has not been utilized after the expiration of the deadlines for exercising option or conversion rights or for satisfying conversion or option obligations.

10. Authorization to purchase and use the Company's own (treasury) shares as well as to exclude subscription rights

The existing authorization granted by the Shareholders' Meeting on May 31, 2016 to acquire the Company's own shares will expire at midnight on May 30, 2021. The Management Board made use of this authorization with the 2017 stock buyback program by purchasing a total of 2,326,892 shares in fiscal year 2017 at an average purchase price of EUR 38.49 per share (excluding incidental costs of purchase), thereby completing the acquisition at a total price of EUR 89,559,770. The Management Board and the Supervisory Board recommend revoking the existing authorization to acquire the Company's own shares and granting a new authorization to acquire the Company's own shares.

The Management Board and the Supervisory Board recommend adopting the following resolution:

- a) The Company is authorized to purchase up to a total of 10% of the registered share capital existing at the time the resolution is adopted. The purchased shares, together with any other treasury shares that the Company had previously acquired and still holds or that are attributable to it pursuant to §§ 71d and 71e AktG, may at no point in time constitute more than 10% of the respective registered share capital.
- b) The authorization covers the purchase of the Company's own shares in the period up to May 11, 2026. The authorization granted by the Shareholders' Meeting on May 31, 2016 will be revoked once this new authorization enters into effect.
- c) At the discretion of the Management Board, the purchase can be made on the stock exchange or by means of a public purchase offer directed to all shareholders of the Company or a public invitation to submit offers for sale. If the purchase is made on the stock exchange, then the consideration for the purchase of a share (excluding incidental acquisition costs) may not exceed, or fall short of, the average stock market price of the Company's shares based on the non-weighted average closing prices in Xetra trading on the Frankfurt Stock Exchange or a corresponding successor system by more than 10% on the five trading days preceding the purchase. The day on which the transaction is entered into shall be controlling for determining the date of the purchase. If the purchase is made on the basis of a public purchase offer or a public invitation to submit offers for sale, then the consideration for the purchase of a share (excluding incidental acquisition costs) may not exceed, or fall short of, the average stock market price of the Company's shares based on the non-weighted average closing prices in Xetra trading on Frankfurter Stock exchange or a corresponding successor system by more than 10% on the five trading days before publication of the offer or, in the case of an invitation to submit offers for sale, on the sixth to second trading day before acceptance of the offers for sale. If the purchase offer is oversubscribed, acceptance will be effected *pro rata*. The offer terms can provide for preferential acceptance of smaller blocks of up to 100 shares per shareholder.
- d) Pursuant to the authority granted under paragraph a) above or previously granted authority, the Management Board is authorized to use the acquired Company shares for any legally permissible purpose and, in particular, to sell them either on the stock exchange or in a manner which conforms to the precept that all shareholders be treated equally (such as by making an offer to all shareholders of the Company). The authorization may not be utilized to trade in the Company's treasury shares.
- e) The Management Board is further authorized, subject to the consent of the Supervisory Board, to sell the treasury shares acquired on the basis of the

authorization under paragraph a) or on the basis of an earlier authorization to the exclusion of the subscription rights of the shareholders, if the shares are sold for cash consideration at a price that does not materially fall short of the stock exchange price of like shares of the Company. This authorization is limited to shares representing a *pro rata* total of up to 10% of the registered share capital of the Company at the time when this authorization was granted or at the time this authorization is utilized, whichever is less. This limit is reduced by the *pro-rata* amount of the registered share capital attributable to the shares that are issued during the term of this authorization in the context of a capital increase while excluding subscription rights in accordance with § 186 para. 3 s. 4 AktG. The limit is also reduced by the *pro rata* amount of the registered share capital attributable to the shares that are to be issued to service warrant bonds or convertible bonds with option or conversion rights or option or conversion obligations, provided that the bonds are issued during the term of such authorization while excluding subscription rights under the *mutatis mutandis* application of § 186 para. 3 s. 4 AktG. The relevant stock exchange price within the meaning of this paragraph is the average stock exchange price of the Company's shares - the non-weighted average of the closing prices in Xetra trading on the Frankfurt Stock Exchange or a corresponding successor system on the last five stock exchange trading days before the sale. The date day on which the transaction is entered into shall be controlling for determining the date of the sale.

- f) The Management Board is further authorized to offer for sale and to transfer the treasury shares acquired on the basis of the authorization under paragraph a) or on the basis of an earlier authorization, while excluding the subscription rights of the shareholders, to employees and executives of the Company and affiliated companies in accordance with any future stock option programs approved by the Shareholders' Meeting pursuant to § 193 para. 2 no. 4 AktG.
- g) The Management Board is also authorized, subject to the consent of the Supervisory Board, to sell treasury shares acquired on the basis of the authorization under paragraph a) or on the basis of an earlier authorization to third parties, while excluding shareholders' subscription rights, insofar as such sales are for the purpose of acquiring companies, divisions of companies and/or equity interests in companies or in connection with mergers.
- h) The Management Board is also authorized, subject to the consent of the Supervisory Board, to deliver treasury shares acquired on the basis of the authorization under paragraph a) or on the basis of an earlier authorization to the holders of warrants or convertible bonds of the Company or a wholly-owned direct or indirect subsidiary of the Company, while excluding subscription rights.
- i) The Management Board is furthermore authorized to redeem and cancel, either in whole or in part and also in several incremental steps, the treasury shares previously acquired on the basis of the authorization granted in paragraph a)

above or on any earlier authorization granted and to do so without having to obtain another shareholder resolution. The redemption can also be effected without a capital reduction by adjusting the proportionate number of the remaining no par value shares representing the Company's registered share capital. In such case, the Management Board will be authorized to adjust the number of shares stated in the Articles of Association.

- j) The authorizations to acquire and use treasury shares can be utilized, in whole or part, in the latter case several times, by the Company, but also by its group companies or by third parties for the account of the Company or its group companies. The Company's own shares may be acquired for one or more of the stated purposes.

11. Authorization to use derivatives in connection with the acquisition of the Company's own shares in accordance with § 71 para. 1 no. 8 AktG

In addition to the authorization proposed under item 10 of this Agenda to acquire the Company's own shares (treasury shares) in accordance with § 71 para. 1 no. 8 AktG, the Company should be authorized to use derivatives to acquire such shares.

The Management Board and the Supervisory Board recommend adopting the following resolution:

Under the authorization to acquire the Company's own shares to be resolved under item 10 of this Agenda, and in addition to the manner of acquisition described therein, the Company's own shares may also be acquired using put or call options or forward purchase contracts. The Company may sell put options for physical delivery to third parties and buy call options from third parties if the option terms provide that they are based only on shares that have been acquired in adherence to the principle of equal treatment. All share acquisitions using put or call options shall be limited to shares representing up to a maximum of 5% of the registered share capital available at the time the resolution the Shareholders' Meeting adopted the resolution on this authorization. In addition, forward purchase contracts may be concluded for shares of the Company with respect to which there are more than two stock exchange trading days between the conclusion of the purchase contract and the delivery of the acquired shares (forward purchases). Finally, shares of the Company may be acquired using a combination of options and/or forward purchase contracts. The terms of the options or the forward purchase contracts must not exceed 18 months and must be selected in such a way that the delivery of shares upon exercise of the options or maturity of the forward purchase contracts occurs no later than May 11, 2026.

The consideration agreed to for the acquisition of a share in the event of exercise of the put option or in the forward purchase contract (excluding incidental acquisition costs, but taking into account the option premium

received or paid) may not exceed or fall short of, by more than 10%, the average stock market price of the shares of the Company based on the non-weighted average closing prices in Xetra trading on the Frankfurt Stock Exchange or a corresponding successor system on the five trading days preceding the settlement of the respective option transaction. A call option may be exercised only if the consideration for the purchase of a share (excluding incidental acquisition costs but taking into account the option premium paid or received) does not exceed, or fall short of, by more than 10% the average stock market price of the Company's shares based on the non-weighted average closing prices in Xetra trading on the Frankfurt Stock Exchange or a corresponding successor system on the five trading days preceding the exercise of the option. The purchase price paid by the Company for options must not be significantly higher, and the sale price received by the Company must not be significantly lower, than the theoretical market value of the respective options determined using generally accepted methods of financial mathematics, the calculation of which must include, among other things, the agreed exercise price. The forward price agreed by the Company for forward purchase contracts must not be significantly higher than the theoretical forward price determined using generally accepted methods of financial mathematics, the calculation of which must factor in the current stock exchange price and the term of contract. The provisions set out under item 10 of this Agenda shall apply to the sale and purchase of shares traded through the use of derivatives.

12. Resolution to Amend the Articles of Association

Article 9 paragraph 3 of the Company's Articles of Association currently contains an age limit for Supervisory Board members. Supervisory Board members, who may be elected by the Shareholders' Meeting without being bound by election proposals, should be appointed for a term of office ending no later than the Annual Shareholders' Meeting that follows the 65th birthday of the Supervisory Board member. The Management Board and the Supervisory Board are of the view that an age limit of 65 provides too little flexibility. It would be more appropriate to assess each case separately rather than have the previous strict age limit of 65. On the other hand, the Company's Articles of Association should continue to include an absolute age limit for Supervisory Board members. For this reason, the age limit should be raised to 75 (the member's 75th birthday).

The Management Board and the Supervisory Board recommend adopting the following resolution:

In Article 9 paragraph 3 of the Company's Articles of Association, the words "upon reaching the board member's 65th birthday" shall be replaced by the words "upon reaching the board member's 75th birthday".

13. Resolution consenting to a Domination and Profit and Loss Transfer Agreement between Software AG and a subsidiary

Software AG entered into a Domination and Profit and Loss Transfer Agreement (*Beherrschungs- und Gewinnabführungsvertrag*) on March 9, 2021 with its wholly-owned subsidiary, Cumulocity GmbH, which has its registered place of business in Dusseldorf (hereinafter referred to as “Cumulocity”). The Management Board and Supervisory Board recommend consenting to the Domination and Profit and Loss Transfer Agreement between Software AG (as the controlling company) and Cumulocity GmbH. The key terms of the Control and Profit Transfer Agreement are set forth below:

- a) Cumulocity places the direction of its company under the control of Software AG. Software AG is entitled to issue directives to the managing directors of Cumulocity with regard to managing and directing that company. The managing directors of Cumulocity are obligated to comply with the directives. Any directives that seek to modify, maintain or terminate the agreement will not require adherence. The Cumulocity managing directors shall remain independently responsible and accountable.
- b) Cumulocity agrees to transfer its entire profit in accordance with all the provisions set forth in § 301 AktG (as amended from time to time) to Software AG. The transferable profit is the annual profit that would be generated without the profit transfer, reduced by any loss carry forward from the prior year and the amount blocked from distribution pursuant to § 268 para. 8 HGB.
- c) With the consent of Software AG, Cumulocity may allocate any of the annual profit into the other earnings reserves, provided such action is allowed under commercial law and would be economically justified based on reasonable business judgment.
- d) Other earnings reserves that were set up during the term of the agreement shall be disbursed at the request of Software AG and used to offset any annual loss or transferred as profits.
- e) Earnings from the disbursement of capital reserves or from any pre-contractual earnings reserve may not be transferred.
- f) The right to profit transfer arises on the effective date of the Cumulocity annual financial statements and is due and payable as of that point in time.
- g) Software AG owes an obligation to Cumulocity to absorb any losses in accordance with all provisions of § 302 AktG (as amended from time to time).
- h) The right to loss indemnity will arise as of the effective date of the Cumulocity annual financial statements and will be due and payable as of that date.
- i) The agreement is subject to the consent of both the Software AG and Cumulocity shareholders. It will enter into effect when it is recorded in the Commercial Register for Cumulocity and will apply retroactively – except for the directive right – for the period beginning with the fiscal year when the commercial registration was entered in the Commercial Register at Cumulocity’s principal place of business.
- j) The agreement is concluded for an indefinite period of time. It may be terminated for the first time at the end of five calendar years after the commencement of the fiscal year in which the agreement entered into effect or, if this date no longer coincides with the end of the fiscal year, then as of the end of the fiscal year then currently in progress, subject to six months’ prior

written notice. If it is not terminated, then it will automatically renew with the same termination notice period to the end of the next fiscal year.

- k) The parties reserve the right to terminate the agreement without notice for good cause (*aus wichtigem Grund*). Software AG may specifically terminate the agreement without notice for good cause if it no longer holds a majority interest in Cumulocity, if it no longer holds the majority of voting rights in Cumulocity or if some other good cause arises within the meaning of § 297 para. 1 AktG or § 14 para. 1 no. 3 of the Corporate Income Tax Act (KStG), as amended from time to time. The foregoing will be deemed to arise specifically if Cumulocity is sold or absorbed by Software AG or if Software AG or Cumulocity is merged, spun-off or liquidated.
- l) The agreement contains a so-called “severability clause”. If any provision of the agreement is or becomes invalid, then the remaining provisions thereof will remain applicable. The parties agree to replace the invalid provision with a valid provision that most closely reflects the purpose of the invalid provision. The same rule applies if the agreement yields a gap or omission. When interpreting any individual provisions of the contract, the requirements under §§ 14 and 17 KStG (as amended from time to time) or, if applicable, any of its relevant successor provisions, must be observed.

Software AG is the sole shareholder of Cumulocity GmbH. Compensatory or settlement payments for outside shareholders pursuant to §§ 304, 305 AktG are not being granted.

Beginning on the date that the Shareholders’ Meeting is formally called, the following documents will be available on our website at www.softwareag.com/hauptversammlung:

- a) the Domination and Profit and Loss Transfer Agreement between Software AG and Cumulocity GmbH,
- b) the annual financial statements and consolidated financial statements as well as the combined management reports for Software AG and the Group as of December 31, 2018, December 31, 2019 and December 31, 2020,
- c) the annual financial statements for Cumulocity GmbH as of December 31, 2018, December 31, 2019 and December 31, 2020,
- d) the joint report prepared in accordance with § 293a AktG and issued by the Software AG Management Board and the Cumulocity GmbH Managing Directors.

The documents will also be available during the Shareholders’ Meeting.

REPORTS

Report of the Management Board to the Shareholders' Meeting pursuant to § 203 para. 2, s. 2 AktG in combination with § 186 para. 4, s. 2 AktG related to Agenda Item 8

The previous authorization to increase the registered share capital (Authorized Capital), which has not been fully utilized, will expire at midnight on May 30, 2021. Pursuant to the resolution under Agenda Item 8, a new authorization will be granted that will apply starting on the day of the Shareholders' Meeting and lasting for five years. By virtue of the recommended authorization, the Management Board will be in a position in the future to adjust more extensively the Company's equity capital resources to meet business and legal needs. The general rule is that shareholders will need to be granted a subscription right if the authorizations are used. In this regard, new shares may also be acquired by one or more banks (financial institutions) or enterprises deemed equivalent to such institutions pursuant to § 186 para. 5, s. 1 AktG, subject to the obligation that these institutions must offer the shares to the shareholders for subscription (indirect subscription right within the meaning of § 186 para. 5 AktG). The interposition of financial institutions will simplify merely technical aspects of the share disbursement. The Management Board should be authorized, however, to exclude the shareholder subscription rights in the following situations:

- The Management Board should be authorized, subject to the consent of the Supervisory Board, to exclude subscription rights of the shareholders with respect to fractional amounts. This serves to establish a practical subscription ratio in terms of the amount of the respective capital increase. This will simplify the handling of pre-emptive rights and save additional expenses.
- The Management Board should further be authorized, subject to the consent of the Supervisory Board, to exclude the shareholders' subscription rights when capital increases are made in exchange for non-cash capital contributions for purposes of facilitating mergers or the acquisition of companies, company divisions and/or equity holdings in companies. This would include mergers with other companies, to the extent that the merger is consummated through the issuance of new shares in exchange for non-cash capital contributions in order to acquire companies, company divisions or equity interests in companies. With respect to acquiring equity interests, such investments can be of any size. This is intended to place the Management Board in a position to use company shares as consideration in suitable situations. The Company should have the opportunity to respond quickly and effectively to advantageous offers or any other opportunities offered for corporate mergers or for acquiring companies, company divisions or equity interests in companies. The Company operates in the market for system software development, which is comprised of mainly US competitors. In the US market, companies and investments are frequently acquired not by paying

cash but rather by exchanging stock. The Company should also have these types of transaction structures at its disposal.

The prospect of increasing capital in exchange for non-cash capital contributions, as sought through this authorization, aims to exploit such opportunity. In competition with other companies in the same industry, which also have the option of using shares as “acquisition currency”, this serves to preserve and increase competitiveness and to expand the Company’s own portfolio. The prospect of transferring shares for the purpose of acquiring companies, company divisions or company holdings or in connection with corporate tie-ups could also prove to be the more favorable (and more cash-conserving) financing approach for the Company compared to surrendering cash and could therefore also be in the shareholders’ interest. The Management Board and the Supervisory Board will in each case carefully review whether the exclusion of subscription rights would be necessary for that purpose and whether the value of the companies, the company divisions or company equity holdings to be acquired is reasonably proportionate to the value of the Company’s new shares. Currently, there are no acquisition plans for which the authorized capital is expected to be utilized.

- The Management Board should also be authorized, subject to the consent of the Supervisory Board, to exclude the subscription rights when capital increases are made in exchange for cash capital contributions for the benefit of the holders of options or conversion rights or the persons obligated to exercise options or conversions under warrant bonds or convertible bonds, which were issued by Software AG or a direct or indirect wholly-owned holding company (*Beteiligungsgesellschaft*) of Software AG. In this manner, the holders of any option or conversion rights or the persons obligated to exercise the option or conversion rights should be taken into account as if they had already exercised the right or discharged the obligation. The exclusion of subscription rights in those cases has the advantage that a reduction in the conversion or option price for the conversion or option rights already issued or the obligations already established to exercise the conversion or option rights, which might otherwise be required in accordance with the option or bond terms, will not be necessary, thereby perhaps facilitating higher overall cash inflow.

- The Management Board should also be authorized, subject to the consent of the Supervisory Board, to exclude the subscription rights when capital increases are made in exchange for cash capital contributions, if the capital increases do not exceed in their entirety a total of 10% of the registered share capital as it exists at the time the resolution of the Shareholders’ Meeting is adopted or, if this amount is lower, at the time the relevant authorization is exercised and provided that the issue price is not significantly lower than the stock exchange price. This cap will decline by the *pro rata* amount of the registered share capital, which is attributable to the Company’s treasury shares that are sold during the duration of the Authorized Capital while

excluding the shareholders' subscription rights pursuant to §§ 71 para. 1, no. 8, s. 5, 186 para. 3 s. 4 AktG. The cap will decline further by the *pro rata* amount of the registered share capital, which is attributable to the maximum number of shares that have to be issued in order to service warrant bonds or convertible bonds containing options or conversion rights or duties, provided that the bonds are issued during the duration of the Authorized Capital while excluding the subscription rights under the *mutatis mutandis* application of § 186 para. 3 s. 4 AktG. Any such a cash capital increase to the exclusion of the subscription rights pursuant to § 186 para. 3 s. 4 AktG allows the Company to exploit favorable market conditions very quickly and to achieve better financial conditions by setting the issue price closer to the then-current market rates (near-market rates). Setting near-market conditions and a smooth placement would not be possible if the subscription right were preserved. Although § 186 para. 2 s. 2 AktG allows the subscription price to be published up to no later than three days prior to the expiration of the subscription period, in light of the frequently observed volatility in the stock markets, there is also a market risk existing over several days that leads to certain discounts or "haircuts" when setting the issue price and engenders conditions that do not reflect near-market conditions. Moreover, in the event a subscription right exists, due to the uncertainty about its exercise (subscription behavior), a successful placement with third parties is put at risk and could trigger additional expenses. Finally, if a subscription right is granted, the Company cannot react on short notice to changes in market conditions because of the length of the subscription period, and is instead exposed to declining share prices during the subscription period, which could result in unfavorable equity procurement for the Company.

Under this form of capital increase, the Management Board is thereby supposed to be placed in a position to more flexibly exploit optimal market conditions and to thereby strengthen the equity capital resources that are required for future business development. In utilizing this authorization, the Management Board will assess and set the issue price such that it is not significantly below the stock market price and will set any discount from the stock market price as low as possible in accordance with the market conditions prevailing at the time the issue price is finally set. By virtue of the foregoing and the quantitative cap imposed on the authorization at 10% of the registered share capital, the interest of the shareholders in factoring in any protection against dilution in conformity with § 186 para. 3 s. 4 AktG will be met and the shareholders' loss of influence will be limited. Shareholders, who wish to preserve their ownership stake in the event of a capital increase that excludes subscription rights, will have an opportunity to purchase the requisite number of shares on the stock exchange.

- The sum of the shares issued pursuant to this authorization and subject to the exclusion of the subscription right in return for cash and non-cash contributions may not exceed a *pro rata* share of the registered share capital of EUR 7,400,000 (representing 10% of the current registered share capital as of the time the resolution is adopted). This limitation represents an appropriate

cap restriction on the pre-emptive rights exclusion and circumscribes the possible dilution of the shareholders whose subscription rights were excluded.

There are currently no specific plans for exercising the recommended authorization. The Management Board shall report any utilization of the authorized capital to the Shareholders' Meeting.

Report of the Management Board pursuant to § 221 para. 4 s. 2 in conjunction with § 186 para. 4 s. 2 AktG regarding Item 9 of the Agenda

An adequate capital base is an essential foundation for the future development of the Company. Particularly when the capital market conditions are favorable, warrant bonds or convertible bonds make it possible to borrow capital at comparatively low interest rates and also to benefit directly from the option or conversion premiums collected when the bonds are issued. The authorization of the Management Board, subject to the consent of the Supervisory Board, to issue Bonds in a total nominal amount of up to EUR 750,000,000 and to create the associated conditional capital of up to EUR 14,800,000 is thus intended to facilitate flexible and short-term financing options in the interests of the Company. The ability to provide for an option or conversion obligation for Bonds also expands the Company's leeway in structuring these financial instruments. When issuing Bonds, the Company should be afforded the flexibility of accessing German or international capital markets and permitted to issue the Bonds not only in Euro but also, depending on market conditions, in the lawful currency of an OECD country.

As a general rule, shareholders are entitled to subscription rights (§ 221 para. 4 s. 1 AktG). When issuing the Bonds, however, the Management Board, subject to the consent of the Supervisory Board, should also be authorized to exclude subscription rights in certain cases as permitted by § 221 para. 4 s. 2 AktG in conjunction with § 186 para. 3 AktG. The authorization to exclude subscription rights may be used in total only to the extent that the *pro rata* amount (§ 8 para. 3 s. 3 AktG) of all the shares issued while excluding subscription rights does not exceed EUR 7,400,000 (corresponding to 10% of the registered share capital at the time the resolution is adopted).

- First, subject to the consent of the Supervisory Board, the Management Board should be authorized to exclude any fractional amounts from shareholders' subscription rights. The purpose of excluding subscription rights for fractional amounts when Bonds are issued is to permit a technically practicable subscription ratio. The fractional amounts excluded from the shareholders' subscription rights will be used to the best advantage of the Company. The potential dilutive effect is minimal because the exclusion of subscription rights applies only to fractional amounts. In consideration of these circumstances, the Management Board and the Supervisory Board conclude that the authorization to exclude subscription rights within the circumscribed limits is necessary, appropriate, reasonable and in the Company's interest.

- The exclusion of subscription rights in favor of bond holders (or creditors) with option or conversion rights, or of Bonds subject to option or conversion obligations, has the benefit that, if the authorization is exercised, the option or conversion price for holders of previously-issued bonds with option or conversion rights, or option or conversion obligations, does not need to be reduced in accordance with the applicable option terms or conversion terms. This allows for the greatest possible inflow of cash in the event of a future option exercise or conversion, or future fulfillment of an option or conversion obligation.
- Furthermore, it should be possible to exclude subscription rights under the *mutatis mutandis* application of § 186 para. 3 s. 4 AktG, if the Bonds are issued in exchange for a cash payment and provided that the Bonds are issued at a price that is not significantly lower than the hypothetical market value of the Bonds as determined in accordance with generally accepted methods particularly finance mathematics methods. The authority to exclude subscription rights affords the Company flexibility to exploit favorable market situations on short notice. For example, bonds can be issued to institutional investors, thereby enabling the Company to access other domestic and foreign investors.

Unlike an offering of Bonds with subscription rights, the final terms of Bonds that exclude subscription rights can be defined immediately prior to placement, thereby avoiding the risk of price fluctuations over the remaining subscription period. By contrast, if subscription rights are granted, the final terms of the Bond must be published at least three days prior to the end of the subscription period. Given the volatility frequently observed in the stock market, a market risk would persist over several days, which would require risk discounts when setting the issue price and terms and conditions that may not be in line with the near-market conditions. The grant of subscription rights could also jeopardize a successful placement with third parties or incur additional expense as long as there is uncertainty about whether the subscription rights will be exercised.

Despite the proposed exclusion of subscription rights, the shareholders' financial interests and voting interests are adequately protected. Their financial interests including, in particular, the protection against dilution of the value of the investors' interests, is addressed by the fact that the Bonds may be issued only at a price that is not significantly lower than the hypothetical market value as determined in accordance with generally accepted methods, particularly finance mathematics methods. Because this reduces the value of subscription rights to near zero, shareholders do not sustain any financial detriment as a consequence of the exclusion of subscription rights.

Moreover, the authorization is limited to the issuance of Bonds with rights to shares representing a percentage of the registered share capital which is no more than 10% of the Company's registered share capital; namely, neither at the

time that the authority becomes effective nor at the time the existing authority is exercised. This ensures that the total number of shares to be issued to service the option or conversion rights, or the option or conversion obligations, does not exceed 10% of the Company's registered share capital as it exists either at the time the authorization takes effect or at the time the authorization is exercised; this complies with the requirements of § 221 para. 4 s. 2 in conjunction with § 186 para. 3 s. 4 AktG. The sale of treasury shares will count against this limit, provided that such sale takes place during the term of this authorization to the exclusion of subscription rights in accordance with §§ 71 para. 1 no. 8 s. 5, 186 para. 3 s. 4 AktG. In addition, the shares issued on the basis of the authorization from authorized capital during the term of this authorization and that were issued while excluding subscription rights pursuant to § 186 para. 3 s. 4 AktG shall be counted toward this limit.

Due to the limit of 10% of the registered share capital and the requirement that the issue price of the Bond be set based on the near-market price, shareholders will not see their proportionate stake in the Company diluted to any significant degree.

Report of the Management Board pursuant to § 71 para. 1 no. 8 s. 5 in conjunction with § 186 para. 3 s. 4, para. 4 s. 2 AktG regarding Item 10 of the Agenda

The proposed authorization will enable the Company to acquire its own shares in the period up to May 11, 2026 up to an amount representing 10% of the registered share capital existing at the time of the Shareholders' Meeting. This will allow the benefits associated with the acquisition of the Company's shares to be realized in the interests of the Company and its shareholders. The authorization granted at the 2016 Shareholders' Meeting remains in force until May 30, 2021. With that authorization due to expire, a new authorization should be issued at the Shareholders' Meeting on May 12, 2021 and the existing authorization revoked. This will again provide the opportunity to acquire Company shares over the next five years representing up to 10% of the registered share capital. Together with other treasury shares that the Company has already acquired and continues to hold or that are attributable to the Company pursuant to §§ 71d and 71e AktG, the acquired shares may at no time account for more than 10% of the registered share capital. The Management Board exercised the authority granted at the 2016 General Shareholders' Meeting in connection with the 2017 share buyback program. Pursuant to that authority, the Company acquired a total of 2,326,892 shares at an average purchase price of EUR 38.49 per share (excluding incidental acquisition costs) for a total price of EUR 89,559,770. In fiscal year 2017, 2,600,000 treasury shares were canceled and the registered share capital was reduced accordingly; in addition, a total of 71,500 treasury shares were awarded in fiscal year 2017 as part of the MIP III share-based compensation program. In fiscal year 2018, 2,400,000 treasury shares were canceled and the registered share capital was reduced accordingly; in addition, a total of 3,650 treasury shares

were awarded in fiscal year 2018 as part of the MIP III share-based compensation program.

Pursuant to the new authorization, the purchase of treasury shares can be made on the stock exchange or by means of a public purchase offer directed to all shareholders of the Company or a public invitation to submit offers for sale. If the volume offered at the fixed price exceeds the number of shares sought by the Company, then the acceptance must be allocated *pro rata*. In this respect, it will be possible to provide for preferential acceptance of small offers or smaller blocks thereof, up to a maximum of 100 shares. This approach makes it possible to eliminate fractional amounts and small remainders when determining the allocations to be acquired, thereby simplifying the technical processing.

Treasury shares can be sold *via* the stock market or in another appropriate manner and shall be carried out such that shareholders are treated equally. To this end, the Management Board could make an offer to all shareholders to purchase shares. The equal treatment obligation need not be observed in the following cases:

- The proposed authorization, in its paragraph e), first provides that the Management Board under the *mutatis mutandis* application of § 186 para. 3 s. 4 AktG, subject to the consent of the Supervisory Board may also sell the treasury shares to the exclusion of shareholders' subscription rights in a manner other than *via* the stock exchange or by way of an offer to all shareholders, provided that the shares are sold for cash at a price that is not significantly lower than the applicable stock exchange price. The Management Board would be required to set any discount from the stock exchange price as low as possible in consideration of the market conditions prevailing at the time of the sale. This authorization may be exercised only up to an amount representing 10% of the registered share capital existing at the time this authorization was granted or - if lower - of the share capital existing at the time this authorization is utilized. Shares that are issued or to be issued for the purpose of satisfying option or conversion rights arising out of warrant bonds or convertible bonds excluding subscription rights pursuant to § 186 para. 3 s. 4 AktG shall be counted toward this limit. This duly protects shareholders from dilution of their interests in accordance with § 186 para. 3 s. 4 AktG. Moreover, because the placement price of the new shares approximates the market price, every shareholder has the opportunity to acquire the shares on the market as necessary to maintain such shareholder's proportionate stake on almost the same terms. Placement of shares while excluding subscription rights in accordance with § 186 para. 3 s. 4 AktG allows the Company to take advantage of favorable market conditions quickly and on very short notice and to achieve better financial terms by setting the price in line with the market than in a situation in which subscription rights have been granted.

- The proposed resolution provides in paragraph f) that treasury shares can be offered for purchase and transferred to employees of the Company and its affiliates, as well as members of the Company's Management Board and members of management of the Company's affiliates in compliance with and implementation of stock option programs that the Shareholders' Meeting may approve in the future in accordance with § 193 para. 2 no. 4 AktG. Before any such exercise of this authorization, details will be elaborated on the basis of the stock option program.

- Paragraph g) would also authorize the Management Board, subject to the consent of the Supervisory Board, to sell the treasury shares to third parties, to the exclusion of shareholders' subscription rights, insofar as such sale is for the purpose of acquiring companies, divisions of companies and/or equity stakes in companies or in connection with mergers. This measure is intended to enable the Management Board to use shares of the Company as consideration in appropriate individual cases. In addition to the existing possibility of utilizing the authorized capital, this would give the Company the flexibility to react swiftly and effectively to attractive offers or opportunities that present themselves for mergers, acquisitions of companies or divisions thereof, or acquisitions of equity stakes in companies to comply with legal obligations or other requirements with respect to the delivery of shares in connection with business acquisitions or combinations while avoiding dilution of shareholders' ownership interests. The company does business in the market for system software development, which consists primarily of competitors in the United States. In the U.S. market, the acquisition of enterprises or equity interests is often accomplished not by paying cash, but rather by exchanging shares. This type of transaction should also be available to the Company. The authority to resell treasury shares is intended to allow the Company to exploit these opportunities. In competing with other companies in the same industry that have the option to use their shares as "acquisition currency," this flexibility serves to maintain and increase the competitiveness and size of the Company's own portfolio. In addition, the prospect of furnishing shares as consideration for the acquisition of enterprises or interests in enterprises can prove to be a more beneficial form of financing for the Company than the use of cash, because payments in shares protect liquidity and are therefore in the shareholders' best interests.

- Paragraph h) of the authorization would further authorize the Company to use treasury shares to service the subscription rights of the holders of warrants or convertible bonds issued by the Company or a wholly-owned (100%) direct or indirect holding company (*Beteiligungsgesellschaft*) of the Company. This would permit the Company's treasury shares to be used to service the subscription rights under these bonds. The authorization covers all cases in which shares of the Company are required to be delivered according to the option or bond terms, i.e., not only when option or conversion rights are exercised, but also when delivery is made in order to discharge option or conversion obligations or when the Company exercises its election. Furthermore, delivery of shares can be considered in cases in which the Bond

Terms provide for or permit the delivery of shares in the context of anti-dilution provisions. Unlike delivery of shares from conditional capital, the delivery of treasury shares avoids dilution of shareholders' ownership stakes and is therefore also in the shareholders' interest. The decision regarding the delivery of treasury shares shall be made by the Management Board and the Supervisory Board at the relevant time and shall be based exclusively on the interests of the Company and the shareholders.

- The Management Board shall further be authorized in paragraph i), without any additional resolution required from the Shareholders' Meeting, to cancel, in one or more steps, all or some of the treasury shares that were acquired on the basis of the authorization pursuant to paragraph a) or on the basis previously granted authority. The shares can be canceled, even without a reduction in capital, by adjusting the *pro-rata* value of the remaining no-par-value shares in the Company's registered share capital. In that case, the Management Board will have authority to amend the Company's Articles of Association regarding the number of no-par-value shares.

Cancellation of treasury shares, either with or without a capital reduction, will have the effect of increasing each shareholder's ownership interest in the registered share capital, either because the registered share capital is reduced or the arithmetic nominal value per share is increased.

- Paragraph j) is intended to provide that the authorizations to acquire and use treasury shares can be utilized, in whole or part (if in part, then possibly several times), not only by the Company, but also by its affiliated group companies, or by third parties for the account of the Company or its affiliated group companies. In addition, the purchase of treasury shares should be permitted in furtherance of one or more of the purposes stated in the authorization.

Report of the Management Board pursuant to § 71 para. 1 no. 8 s. 5 in conjunction with § 186 para. 3 s. 4, para. 4 s. 2 AktG regarding Item 11 of the Agenda

Item 10 of the Agenda authorizes the Company to acquire its own shares. This authorization also allows for the possibility of acquiring own shares using derivatives, as described in Item 11 of the Agenda.

The use of put or call options or forward purchase contracts when acquiring the Company's treasury shares affords the Company the opportunity to optimize a share buyback. As already reflected by the separate limit of 5% of the registered share capital, this provision is intended not only to complement the range of instruments for share buybacks, but also to expand its range of uses. The term of the options or forward contracts may not exceed 18 months and must be selected in such a way that the transfer of shares upon exercise of the options or upon maturity of the forward purchase contracts occurs no later the expiration date of the authorization under item 10 (i.e., May 11, 2026). Both the

requirements for structuring the options and forward purchase contracts and the requirements for the shares eligible for delivery shall ensure that the principle of equal treatment of shareholders is satisfied when derivatives are employed in connection with the acquisition.

The provisions set out in Item 10 of this Agenda apply to the sale and cancellation of shares acquired through the use of derivatives. Reference is made to the comments in the Management Board's report regarding Item 10 of this Agenda.

ADDITIONAL INFORMATION AND NOTICES

The Management Board decided, with the consent of the Supervisory Board, on the basis of the COVID-19 Act in connection with the Extension Ordinance in connection with Article 11 para. 1 no. 3 b) of the Amendment Act to hold the 2021 annual Shareholders' Meeting as a virtual Shareholders' Meeting without the physical presence of the shareholders and their proxies. It will thus not be possible for the shareholders or their proxies (with the exception of the Company's proxy) to physically attend the meeting.

Any mention of the time of day in the section entitled "Additional Information and Notices" refers to Central European Summer Time (CEST). These references to time correspond to Universal Coordinated Time (UTC) minus two hours (UTC = CEST - 2h).

Online broadcast of the Shareholders' Meeting

Using their access data, which will be sent to the shareholders together with the invitation to the meeting, shareholders may follow (watch and listen to) the entire meeting on the day of the Shareholders' Meeting beginning at 10.00 a.m. (CEST) via the shareholder portal at www.softwareag.com/hauptversammlung. Proxies will have the same opportunity upon entering the received access data.

The opening of the virtual Shareholders' Meeting by the meeting's chairperson and the speech by the Management Board will be broadcast to everyone at www.softwareag.com/hauptversammlung beginning at 10.00 am (CEST) on the day of the Shareholders' Meeting.

Any shareholders and their proxies, who have duly registered for the virtual Shareholders' Meeting, will have the right in connection with the virtual Shareholders' Meeting to cast their votes by way of absentee (mail-in) ballot, specifically *via* electronic communication means, and to authorize the Company proxies or other proxies. The shareholders will be afforded an opportunity to pose questions *via* electronic communication. Shareholders may also lodge objections against any shareholder resolutions by way of electronic communication. Details are explained below.

Requirements for exercising the voting rights

Only shareholders - whether in person or through a proxy - who are entered in the share register and who register with the Company by no later than 12 midnight (24.00 (CEST)) on May 5, 2021 (Registration Deadline) will be entitled to exercise their right to vote. If an intermediary (particularly a credit institution) is entered in the share register, then such intermediary may exercise the right to vote on shares, which it does not own, only on the basis of a shareholder proxy.

The registration may be made *via* the shareholder portal on the Company's website at www.softwareag.com/hauptversammlung. The access data that are required for registration will be sent to the shareholders along with the meeting invitation.

Additional information regarding the registration process can be found both on the registration form that is sent with the meeting invitation and online in the shareholder portal.

If the shareholder portal is not used for registration, then the registration must instead be made in “text form” (as defined under § 126b of the German Civil Code (“BGB”)) in either the German or the English language, and it must be received by the Company at the address below no later than 12 midnight (24.00 (CEST)) on the Registration Deadline:

Software AG
c/o Computershare Operations Center
80249 Munich

or via facsimile: +49 89 30903 74675
or via Email: anmeldestelle@computershare.de

For purposes of determining the right to vote, the status of the share register on the date of the Annual Shareholders’ Meeting is decisive. Any applications to amend the share register, which the Company receives after the expiration of the Registration Deadline and up to and including the date of the Annual Shareholders’ Meeting (i.e., from May 6 to May 12, 2021), will not be validly processed until after the Shareholders’ Meeting (so-called “moratorium on share register amendments”). Thus, the share register entry status on the date of the Annual Shareholders’ Meeting will match the share register entry status at the end of the day on May 5, 2021 (so-called “Technical Record Date”). The registration of the Annual Shareholders’ Meeting and the moratorium on share register amendments do not prohibit shares from being sold.

Voting

Shareholders who have been duly registered may cast their votes by absentee ballot (also using electronic communication). The voting will take place either electronically in the shareholder portal at www.softwareag.com/hauptversammlung or on the registration form that is enclosed with the invitation to the virtual Shareholders’ Meeting and must be returned to the address provided above for the registration. To cast their votes electronically, the shareholders must use their access data, which are sent to the shareholders together with the meeting invitation. To cast their votes electronically in the shareholder portal at www.softwareag.com/hauptversammlung, the proxies must use the access data received.

The votes, which are cast by the duly registered shareholders using the forms enclosed with the invitation, must be received by the Company at the address, which is provided above for the registration, on or before 12 midnight (24.00 (CEST)) on Tuesday, May 11, 2021.

Until the voting in the virtual Shareholders’ Meeting has ended, votes by absentee ballot may be electronically cast in the shareholder portal at www.softwareag.com/hauptversammlung. Until that point in time, the votes by

absentee ballot may still be changed or revoked in the shareholder portal at www.softwareag.com/hauptversammlung. The foregoing also applies to votes by absentee ballot that are cast with the registration form (as indicated above).

If an individual vote is taken on an agenda item without that approach having been communicated in advance of the virtual Shareholders' Meeting, then any vote on this agenda item as a whole will also be considered a corresponding vote for each item of the individual vote.

Electronic confirmation of voting where the electronic absentee ballot is used

Shareholders or their proxies who cast their votes *via* electronic absentee ballot will receive electronic confirmation from the Company about the electronic exercise of their voting rights in accordance with the requirements of § 118 para. 1 s. 3 to 5 AktG in conjunction with Art. 7 para. 1, Art. 9 para. 5 subpara. 1 of the Commission Implementing Regulation (EU) 2018/1212. This confirmation will be provided immediately to the shareholder or, where a proxy has been authorized to vote, to such proxy, after the electronic absentee ballot is submitted to the Company's shareholder portal.

If the vote is not cast by the shareholder himself or herself, but rather by an intermediary within the meaning of § 67 para. 4 AktG *via* electronic absentee ballot, then the intermediary must without undue delay forward the electronic confirmation on the electronic exercise of voting rights under § 118 para. 1 s. 4 AktG to the shareholder.

The Company reserves the right to engage and rely on a third party to forward the electronic confirmation of voting.

Evidence of vote counting (vote tallying)

Pursuant to § 129 para. 5 s. 1 AktG, shareholders or their proxies may, within one month of the Annual Shareholders' Meeting, i.e. by midnight (24.00 (CEST)) on Monday, June 14, 2021, request confirmation of whether and how the votes cast were tallied. This confirmation may be downloaded from the shareholder portal (using the access data) until Monday, June 14, 2021 at 12 midnight (24.00 CEST).

If the votes are not cast by the shareholder himself or herself, but rather by an intermediary within the meaning of § 67 para. 4 AktG and where that intermediary downloads the above-referenced confirmation from the shareholder portal, then the intermediary must without undue delay forward to the shareholder this confirmation on the tallying of the votes cast pursuant to § 129 para. 5 s. 3 AktG.

Proxies

A voting right may be exercised by an agent (a so-called "proxy"). The requirement of the proper registration (see above) remains unaffected thereby. If the shareholder authorizes more than one person, then the Company may reject one or more of these persons.

The grant of power of attorney, its revocation and the evidence of proxy authority must be provided to the Company in text form as defined by German law (§ 126b of the German Civil Code (“BGB”)). With respect to granting powers of attorney to intermediaries or other persons or institutions deemed comparable thereto within the meaning of § 135 AktG and the revocation of such powers, as well as the corresponding proof owed to the Company, the applicable statutory provisions, particularly § 135 AktG, shall apply together with any special rules that might be established by the person to whom the shareholder wishes to grant the power of attorney. With respect to any such requirement, we would ask our shareholders to coordinate with their respective proxies.

The evidence of a granted proxy authorization may also be provided by having the proxy send such evidence *via* mail, *via* facsimile or *via* email to the following address (“Proxy Recording Address”):

Software AG
c/o Computershare Operations Center
80249 Munich

Facsimile +49 89 30903 74675
E-Mail: anmeldestelle@computershare.de

As an alternative, there is a possibility for providing evidence electronically through the shareholder portal at www.softwareag.com/hauptversammlung. In advance of the Shareholders’ Meeting, evidence of a duly granted proxy may be provided *via* all of the aforementioned means of communication up until 12 midnight (24.00 (CEST)) on May 11, 2021. The option of providing evidence *via* the shareholder portal at www.softwareag.com/hauptversammlung will continue to exist even after that point in time until voting has ended in the virtual Shareholders’ Meeting. Until that point in time, any previously granted proxies may still be changed or revoked in this manner.

The foregoing methods of transmission will be also available in the event that the shareholder seeks to grant the proxy through a statement directed to the Company itself. In that case, a separate proof evidencing the grant of the proxy will be superfluous. A previously granted proxy may also be changed or revoked through a statement made directly to the Company using the aforementioned methods of transmission.

Shareholders, who would like to authorize a proxy, are requested to use the proxy form that the Company has made available for this purpose. That form will be made available with the registration form and can also be downloaded from the Company’s website, www.softwareag.com/hauptversammlung. In addition, it can also be requested either by regular mail or facsimile from the above-referenced Proxy Recording Address.

Proxies may also only exercise voting rights at the Shareholders’ Meeting by absentee ballot (also by means of electronic communication) or by granting (sub-)proxies, in particular to the proxy appointed by the Company. In order for a proxy to be able to follow the virtual Shareholders’ Meeting *via* the shareholder portal and to cast an

electronic absentee ballot or grant a (sub-)proxy electronically *via* the shareholder portal, such proxy requires the shareholder's access data for the shareholder portal. If the power of attorney is granted at the same time as the registration for the virtual Shareholders' Meeting or if the power of attorney is granted *via* the shareholder portal, then the access data will be sent directly to the proxy. Otherwise, the shareholder is requested to transmit his or her access data to the proxy.

The Company also offers its shareholders an opportunity to authorize an agent (proxy), who is appointed by the Company and is bound by the instructions given to him or her, to represent them when votes are taken. In this case, as well, proper registration (see above) is required. The proxy appointed by the Company must be issued clear and unequivocal instructions on exercising the voting rights. The proxy appointed by the Company is obligated to vote in compliance with the instructions issued. If an individual vote is carried out on an item on the agenda without this having been communicated in advance of the virtual general meeting, an instruction on this item on the agenda as a whole also applies as a corresponding instruction for each item in the individual vote. If there are no clear instructions about how to vote on a specific agenda item, then the proxy appointed by the Company will not be entitled to vote on such matter and must abstain in the event of a vote. The Company advises its shareholders that the proxy appointed by the Company cannot accept any orders to submit objections to resolutions of the Shareholders' Meeting or to pose questions or make motions.

In advance of the Shareholders' Meeting, any powers of attorney and instructions to the proxy appointed by the Company may be changed or revoked on or before 12 midnight (24.00 (CEST)) on May 11, 2021 in declarative text form ("*Textform*" as defined in § 126b BGB) sent *via* mail or *via* facsimile to the aforementioned address. In each case, the Company's receipt thereof shall be decisive. As an alternative, the proxy may be sent electronically *via* the shareholder portal at www.softwareag.com/hauptversammlung. The option of forwarding the proxy electronically *via* the shareholder portal at www.softwareag.com/hauptversammlung will exist until the voting at the virtual Shareholders' Meeting has ended. Any proxies and instructions previously issued may also be changed or revoked in this manner up until that point in time.

Proxy forms for granting powers of attorney and issuing voting instructions to the Company-appointed proxy are included with the registration form; they may also be requested by sending the request notice *via* regular mail or facsimile to the Proxy Recording Address or by downloading them from the Company's website www.softwareag.com/hauptversammlung.

Rights of the shareholders

1. Supplement to the agenda pursuant to § 122 para. 2 AktG

Any motions to supplement the agenda pursuant to § 122 para. 2 AktG must be received by the Company on or before 12 midnight (24.00 (CEST)) on April 11, 2021. The

address and the facsimile number (collectively referred to as “Shareholder Motion Address”) for submitting motions to supplement are:

Software AG
Uhlandstrasse 12
64297 Darmstadt

Facsimile: +49 6151 92341669

More extensive explanations regarding the motions to supplement the agenda pursuant to § 122 para. 2 AktG and their preconditions will be available on the Company’s website www.softwareag.com/hauptversammlung.

2. Shareholder motions pursuant to § 126 para. 1 AktG

Any shareholder countermotions regarding any item on the agenda within the meaning of § 126 para. 1 AktG which the Company receives in text form at the above-referenced Shareholder Motion Address or by e-mail to hauptversammlung@softwareag.com on or before 12 midnight (24.00 (CEST)) on April 27, 2021, will be made available without undue delay to the shareholders on the Company’s website www.softwareag.com/hauptversammlung.

Pursuant to § 1 para. 2 s. 2 COVID-19 Act in conjunction with Article 11 para. 1 no. 1 b) of the Amendment Act, any shareholder motions, which must be made accessible under § 126 AktG, shall be deemed to have been made in the meeting if the shareholder making the motion has duly identified himself or herself and is registered for the Shareholders’ Meeting.

More extensive explanations regarding the countermotions pursuant to § 126 para. 1 AktG and their preconditions and regarding reasons which, under § 126 para. 2 AktG, would not necessitate the publication of the countermotion on the Internet, will be available on the Company’s website: www.softwareag.com/hauptversammlung.

3. Shareholder nominations pursuant to § 127 AktG

Any shareholder nominations pursuant to § 127 AktG, which the Company receives in text form (as defined by German law under § 126b BGB) at the above-referenced Shareholder Motion Address or by email to hauptversammlung@softwareag.com on or before 12 midnight (24.00 (CEST)) on April 27, 2021, will be made available without undue delay to shareholders on the Company’s website: www.softwareag.com/hauptversammlung.

Pursuant to § 1 para. 2 s. 2 COVID-19 Act in conjunction with Article 11 para. 1 item 1 b) of the Amendment Act, any shareholder nominations, which must be accessible under § 127 AktG, shall be deemed to have been made in the meeting if the shareholder making the motion has duly identified himself or herself and is registered for the Shareholders’ Meeting.

More extensive explanations regarding the nominations pursuant to § 127 AktG and their preconditions and regarding reasons which, under s. one of § 127 AktG in connection with § 126 para. 2 AktG, would not necessitate the publication of a nomination and the reasons behind the nominations on the Internet, will be available on the Company's website: www.softwareag.com/hauptversammlung.

4. Shareholder rights to pose questions

Duly registered shareholders and their proxies (except for the proxy appointed by the Company) have an opportunity to pose questions by way of electronic communication pursuant to § 1 para. 2 s. 1 no. 3 of the COVID-19 Act in conjunction with Article 11 para. 1 item 1 a) of the Amendment Act. Questions may be submitted on or before 12 midnight (24.00 (CEST)) on May 10, 2021 exclusively *via* electronic means through the shareholder portal at www.softwareag.com/hauptversammlung or *via* e-mail sent to hauptversammlung@softwareag.com.

Duly registered shareholders may use their access data, which were sent to them with their meeting invitation, to submit questions electronically *via* the shareholder portal. Proxies of duly registered shareholders shall also use the received access data to submit questions *via* the shareholder portal on www.softwareag.com/hauptversammlung.

Under s. 2 of § 1 para. 2 of the COVID-19 Act in conjunction with Article 11 para. 1 item 1 b) of the Amendment Act, the Management Board shall decide in its own due discretion how it will answer questions. In doing so, it may, in particular, combine questions.

5. Opportunity to object to resolutions adopted at the virtual Shareholders' Meeting pursuant to § 1 para. 2 s. 1 no. 4 of the COVID-19 Act

Without being physically present at the Shareholder's Meeting and in deviation of § 245 no. 1 AktG, the duly registered shareholders, who have cast their vote through absentee ballots or through proxies, may pursuant to § 1 para. 2 s. 1 no. 4 COVID-19 Act in combination with Article 11 para. 1 no. 1 b) of the Amendment, using their access data – either in person or through proxies – lodge objections (for entry in the meeting minutes) during the virtual Shareholders' Meeting *via* the shareholder portal at www.softwareag.com/hauptversammlung to resolutions that are adopted at the virtual Shareholders' Meeting.

Websites on which information required under § 124a AktG is available:

This official notice of the Shareholders' Meeting, the documentation required to be made available, shareholder motions and nominations as well as other information are also available for review on the Company's website: www.softwareag.com/hauptversammlung. These materials will also be available online during the Shareholders' Meeting on May 12, 2021.

Supplemental information disclosure pursuant to § 49 para. 1 s. 1 no. 1 of the Securities Trading Act (WpHG)

At the time that the Notice of the Annual Shareholders' Meeting is officially published, the Company's registered share capital equals EUR 74,000,000 and is divided into 74,000,000 no-par value shares. Unless, in any given case, the statutory grounds for suspending a voting right exist, each no-par value share will have one vote at the Annual Shareholders' Meeting. The total number of voting rights therefore equals 74,000,000. As of the Reference Date (March 31, 2021), the Company holds 20,111 of its own shares (treasury shares) within the meaning of §§ 71 *et seq.* AktG, which shares do not entail any rights for the Company (as prescribed in § 71b AktG), including voting rights; the Company is also not aware of any reasons for suspending voting rights. After deducting the Company's treasury shares, the number of voting shares is therefore 73,979,889, based on the information available as of the Reference Date.

Information on data protection

1) General information

In connection with the preparation, implementation and follow-up work related to Software AG's Shareholders' Meeting as a virtual event (without the physical presence of the shareholders and their proxies), Software AG is providing the following information about the collection and processing of personal data and any rights related thereto in accordance with Regulation (EU) 2016/679 (General Data Protection Regulation, abbreviated as "GDPR"), the German Federal Data Protection Act (abbreviated in German as "BDSG"), the German Stock Corporation Act (abbreviated in German as "AktG"), the COVID-19 Act and the Amendment Act.

The shareholder portal can be found via the website of the company. In addition to the information contained herein, the data protection disclosures that are posted in the shareholder portal by its host must be observed.

For purposes of the data processing, Software AG is considered the "controller" as defined in Art. 4 para. (7) of the GDPR.

The data protection officer of Software AG can be reached as follows: Software AG, Data Protection Officer (Datenschutzbeauftragter), Uhlandstraße 12, D-64297 Darmstadt, E-mail: dataprotection@softwareag.com.

2) Personal data affected

Software AG processes the following personal data of the participating shareholders and their proxies:

- first name and last name
- address
- telephone number
- email address
- number of shares; class of shares and form of holding

- access data for entry into the shareholder portal
- grant of any voting powers of attorney to proxies

3) Purpose and legal basis for processing

The legal basis for the processing can be found in provisions of corporate, regulatory, tax and commercial law including the relevant rules under the Covid-19 Act as well as the Amendment Act, in each case in connection with Art. 6 para. 1 s. 1 c) of the General Data Protection Regulation (GDPR).

Software AG processes the personal data for the following purposes:

- for participating in, preparing for, and implementing the Shareholders' Meeting
- for satisfying the requirements under the applicable stock corporation laws
- for facilitating the exercise of shareholder rights
- for communicating with shareholders and proxies who are admitted to the Shareholders' Meeting
- for preventing and exposing illegal activities

4) Additional recipients of the personal data

In order to organize its Shareholders' Meeting, Software AG engages various service providers. The personal data that the Company provides to these service providers are limited to solely to the data necessary to perform the commissioned services. The service providers are obligated to process such data solely at the direction of Software AG in accordance with a processor contract pursuant to Art. 28 GDPR.

5) Duration of data retention

To the extent that data are required solely to hold and conduct the Shareholders' Meeting, the data will be erased no later than three years following the Shareholders' Meeting, unless there are overriding statutory obligations to retain the data or the data are required for public proceedings such as ongoing judicial or administrative procedures. In that case, the data erasure will take place after the relevant time periods have expired or the relevant proceedings have ended. With respect to data that are not required to hold and conduct the Shareholders' Meeting such as data stored in the stock register, the data erasure will take place in accordance with the rules that were communicated in connection with processing these data.

6) Rights of data subjects under the GDPR

Shareholders may at any time and free of charge informally contact the Software AG Data Protection Officer to exercise their rights as follows:

- to demand in accordance with Art. 15 of the GDPR information about their personal data being processed by Software AG
- to demand without undue delay and in accordance with Art. 16 of the GDPR the rectification or completion of their personal data that are stored at Software AG but are inaccurate or incomplete
- to demand in accordance with Art. 17 of the GDPR the erasure of personal data stored at Software AG, unless the processing is necessary for exercising the right to freely express an opinion and information, for complying with a legal obligation, for reasons of public interest or for enforcing, exercising or defending legal claims;
- to demand in accordance with Art. 18 of the GDPR the restriction of the processing of their personal data if they can contest the accuracy of the data;
- to receive in accordance with Art. 20 of the GDPR their personal data, which had been made available to Software AG, in a structured, commonly used and machine-readable format or to demand that those data be transmitted to another controller;
- to withdraw their previously granted consent to Software AG at any time and in accordance with Art. 7 para. 3 of the GDPR. The consequence of that withdrawal is that Software AG will no longer be able in the future to process any data that had been based on such consent, and
- to lodge a complaint with the supervisory authority in accordance with Art. 77 of the GDPR. See para. no. 7) immediately below for more details.

7) Right to complain

Shareholders also have a right under Art. 77 of the GDPR to lodge a complaint with the data protection supervisory authorities.

The supervisory authority responsible for Software AG is:

Der Hessische Beauftragte für Datenschutz und Informationsfreiheit
(The Hessen State Agency for Data Protection and Freedom of Information)
Postfach (PO Box) 3163
65021 Wiesbaden
Telephone: +49 611 1408 - 0

Darmstadt, in March 2021

Software AG

The Management Board

This document is a convenience translation of the German original. In the event of any conflict or inconsistency between the English and the German versions and for purposes of interpretation, the German original shall prevail.