

NOTICE OF THE ANNUAL SHAREHOLDERS' MEETING OF  
SOFTWARE AKTIENGESELLSCHAFT, DARMSTADT  
Securities Identification Code (WKN) 330400  
ISIN DE 0003304002

We hereby invite our shareholders to attend the  
**Annual Shareholders' Meeting**  
to be held on  
**Friday, May 4, 2012 at 10:00am**  
at darmstadtium - Wissenschafts- und Kongresszentrum  
Schlossgraben 1, in 64283 Darmstadt, Germany.

**A G E N D A:**

1. **Submission of the approved annual financial statements of Software AG per December 31, 2011 together with the management report as well as the approved consolidated financial statements per December 31, 2011 and the group management report and the explanatory report of the Executive Board concerning the information provided in the management report pursuant to §§ 289 (4, 5), 315 (4) of the German Commercial Code (“HGB”), as well as the report of the Supervisory Board for fiscal year 2011.**

Beginning on the date the Notice of the Annual Shareholders' Meeting is officially published, the aforementioned documents and the Executive Board's recommendation on the use of profits (see Agenda Item 2 below) will be available on the Internet at the Company's website:  
<http://www.softwareag.com/hauptversammlung>.

The Supervisory Board has approved the annual financial statements prepared by the Executive Board as well as the consolidated financial statements; the annual financial statements are therefore deemed adopted in accordance with § 172, first sentence, 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 Executive Board and the Supervisory Board recommend that the non-appropriated balance sheet profits (*Bilanzgewinn*) for fiscal year 2011 totaling € 195,613,349.83 be used as follows:

Payment of a dividend in the amount of € 0.46 per bearer share on the registered share capital entitled to dividends for 86,766,468 dividend-earning shares	€ 39.912.575,28
Allocation to earnings reserves	€ 1.965.427,48
Profit carried forward	€ 153.735.347,07
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Non-appropriated balance sheet profits	€ 195.613.349,83

The recommendation on the use of non-appropriated balance sheet profits takes account of the treasury shares, which are held by the Company as of March 23,

2012 and which are not entitled to dividends. The number of shares entitled to dividends may increase or decrease up until the date of the Annual Shareholders' Meeting, if the Company acquires or sells more of its own shares. In such cases, a revised recommendation on the use of the non-appropriated balance sheet will be submitted to the Annual Shareholders' Meeting, in which the amount of dividend per dividend-earning share shall remain the same.

**3. Resolution on ratifying the actions of the Executive Board members for fiscal year 2011**

The Executive Board and Supervisory Board recommend ratifying the actions taken by the members of the Executive Board for fiscal year 2011, including the actions taken by member David Broadbent, who resigned in July 2011.

**4. Resolution on ratifying the actions of the Supervisory Board members for fiscal year 2011**

The Executive Board and Supervisory Board recommend ratifying the actions taken by the members of the Supervisory Board for fiscal year 2011, including the actions taken by member Manfred Otto, who resigned in November of 2011.

**5. Appointment of the annual financial statements auditor for fiscal year 2012**

Relying on the recommendation of the Audit Committee, the Supervisory Board recommends engaging the accounting firm of BDO AG Wirtschaftsprüfungsgesellschaft, Hamburg, to serve as the annual financial statements auditor (*Abschlussprüfer*) of the Company and of the corporate group for fiscal year 2012.

**6. Reduction of conditional capital in § 5 para. 4 of the Articles and Memorandum of Association and the related amendments to the Articles and Memorandum of Association**

Part of the conditional capital stipulated in § 5 para. 4 of the Articles and Memorandum of Association is no longer required and this number should therefore be reduced.

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

The conditional capital stipulated in § 5 para. 4 of the Articles and Memorandum of Association is now reduced to €55,000, and accordingly, the number "750,000" in § 5 para. 4 sentence 1 of the Articles and Memorandum of Association should be changed to "55,000".

**7. Amendment of, and addition to § 5 of the Articles and Memorandum of Association/ increase of the conditional capital in § 5 para. 2 of the Articles and Memorandum of Association in order to issue preemptive rights to members of the Executive Board and to managers**

- a) The Executive Board and Supervisory Board recommend that the conditional capital in § 5 para. 2 be increased in order to meet the requirements for issuing up to 6,721,384 preemptive rights (each such right entitling the holder to

purchase one no-par value share) to members of the Executive Board and other managers of the Company and of its affiliated enterprises. For the 2008 Employee Share Ownership Program, which is currently covered by the conditional capital in § 5 para. 2 of the Articles and Memorandum of Association, another up to 1,961,400 no-par value shares are required. In total, the conditional capital will thus allow the issuance of up to 8,682,784 no-par value shares.

i) The issuance, form and exercise of the up to 6,721,384 preemptive rights will be in accordance with the following provisions.

#### **Authorization period and volume**

The Executive Board is authorized until December 31, 2015 (authorization period) to issue preemptive rights on up to 6,721,384 no-par value shares, each with a *pro rata* share of the registered share capital of € 1, to the beneficiaries. With respect to members of the Executive Board of the Company, this authority lies solely with the Supervisory Board.

Should any preemptive rights lapse due to the resignation of beneficiaries from the Company or from a subordinate affiliated enterprise within the authorization period, then the same number of preemptive rights may be additionally issued.

#### **Beneficiary and distribution**

The beneficiaries are the members of the Executive Board of the Company and members of management boards of the domestic and foreign affiliated enterprises (group 1) as well as additional managers of the Company and subordinate domestic and foreign affiliated enterprises (group 2). The total volume of preemptive rights on new shares available from the conditional capital increase is divided among the individual groups of beneficiaries as follows: the beneficiaries in group 1 will collectively receive a maximum of 3,100,000 no-par value shares and the beneficiaries in group 2 will collectively receive a maximum of 3,621,384 no-par value shares. If any beneficiaries fall into both groups, then they will receive their preemptive rights solely on the basis of their membership in group 1.

#### **Issuance periods (acquisition periods)**

The preemptive rights may be issued within the authorization period.

#### **Waiting period and term of the preemptive rights**

Preemptive rights may not be exercised before the expiration of the waiting period. The waiting period for preemptive rights commences in each case upon the issuance of the preemptive rights and terminates upon the expiration of the fourth anniversary of the issue date. The issue date is the date on which the Company delivers the offer regarding the preemptive rights to the beneficiaries, irrespective of the date of receipt or acceptance of the offer. The offer may specify a later date to serve as the issue date. The term of the preemptive rights will end at midnight on June 30, 2021. Any preemptive rights, which are not

exercised or are not capable of being exercised by the end of the term, will lapse without replacement and/or compensation. The above provisions regarding the authorization to reissue preemptive rights, which lapse prematurely, shall remain unaffected by this clause.

### **Targets**

Preemptive rights may be exercised only if certain targets are reached between the issue date and December 31, 2015:

- (a) The annual revenues generated from new products (licenses and maintenance) of the Software Group (i.e., all products, which are not part of the Adabas and Natural product lines, including EntireX, or which are third party products sold separately by Software AG on the basis of selling or distribution rights) are 100% higher in fiscal year 2015 or in an earlier fiscal year (but not prior to the date of issue of the preemptive rights) than such annual revenues generated from new products (licenses and maintenance) of the Software Group were in fiscal year 2010.
- (b) The earnings after tax (consolidated profit) of the Software Group in fiscal year 2015 or in an earlier fiscal year (but not prior to the date of issue of the preemptive rights) are 100 % higher than the after-tax earnings were in fiscal year 2010. The after-tax earnings should be adjusted for any non-recurring profits or losses resulting from the sale or acquisition of major shareholdings (i.e., a stake of more than 50% in another company), including acquisition and restructuring costs, and adjusted for unusual tax effects.

Revenue and after-tax earnings will be calculated on the basis of the audited consolidated financial statements of the Software AG Group for 2010 and fiscal year 2015 or the relevant earlier fiscal year used in calculating the targets. If the targets are not achieved on or before December 31, 2015, then the preemptive rights will lapse without replacement and/or compensation.

### **Incentive program [*Malus-Regelung*]**

The number of preemptive rights granted will be subject to a reduction if the annual goals, as described in subsection (a) below, are not met; this number can be replenished if the annual goals are subsequently surpassed pursuant to subsection (b) below.

- (a) If, compared to the preceding year, the annual growth rate of the annual revenue generated from new products of Software AG, as described above under subsection (a) of the “Targets” clause, and the annual growth rate of the Software AG Group after-tax earnings, as described above under subsection (b) of the “Targets” clause, beginning in fiscal year 2011, but not prior to the fiscal year in which the preemptive rights are issued, and ending in fiscal year 2014, are - when added together and then divided by two (hereinafter referred to as the “annual growth rate”) - under 10% (annual goal), then the number of preemptive rights granted will be reduced by 0.5%

for each full percentage point by which the annual growth rate falls below the annual goal (taking any negative growth rate into account, if applicable).

- (b) If, after a reduction in the number of preemptive rights pursuant to (a) above, an annual growth rate of more than 15% is achieved from one year to the next, then the number of granted preemptive rights will increase by 0.5% for each full percentage point by which the annual growth rate exceeds 15%, but not exceeding the original number of preemptive rights issued to a beneficiary.

#### **Conditions for exercise**

After the targets have been achieved, the preemptive rights may be exercised during an exercise period only if the Software AG share price as quoted on XETRA reaches € 60 at least once during the five business days (as those days are defined in Frankfurt am Main) immediately preceding the exercise period in question.

#### **Exercise periods and minimum number of preemptive rights to be exercised**

In each calendar year that follows the achievement of the targets and in which the relevant waiting period has ended, the following three exercise periods will be available until the preemptive rights expire on June 30, 2021:

(a) The first exercise period will commence on the third trading day on the Frankfurt am Main stock exchange after the (last) day of the Annual Shareholders' Meeting in any fiscal year and will end on the fifteenth trading day on the Frankfurt am Main stock exchange after the last day of the Annual Shareholders' Meeting;

(b) The second exercise period will commence on the third trading day on the Frankfurt am Main stock exchange after publication of the results for the second quarter of any fiscal year and will end on the fifteenth trading day on the Frankfurt am Main stock exchange after the date of publication of the results of the second quarter;

(c) The third exercise period will commence on the third trading day on the Frankfurt am Main stock exchange after publication of the results for the third quarter of any fiscal year and will end on the fifteenth trading day on the Frankfurt am Main stock exchange after the date of publication of the results of the third quarter.

The Company may specify that when exercising preemptive rights, a minimum number must be exercised at the same time in each case.

#### **Strike price (issue amount)**

When exercising preemptive rights, the strike price must be paid for each share to be purchased. The strike price for preemptive rights equals the non-weighted

average of the XETRA closing price of the Software AG share on the five trading days (as such days are defined in Frankfurt am Main) before the issue date.

#### **Substitution rights of the Company**

The conditions for exercise may provide that when preemptive rights are exercised, the Company is entitled to pay out the value of individual or all shares to be issued less the strike price. Furthermore, instead of issuing new shares, the Company may use its own treasury shares or acquire shares in order to satisfy the preemptive rights. The conditions for exercise may also provide that in the event of a change of control, the beneficiaries will be obligated to exercise any exercisable preemptive rights, although in that case as well, the value of individual or all shares to be issued less the strike price may be paid out instead. The requirements for a change of control may be defined in greater detail in the option terms and conditions.

#### **Other provisions**

The preemptive rights are non-transferable except by way of inheritance.

The details regarding the issue of shares from the conditional capital increase and the other conditions for exercise shall be determined by the Supervisory Board to the extent that the members of the Company's Executive Board are affected thereby.

Otherwise the authority for determining these details lies with the Executive Board of the Company.

These details specifically include provisions regarding the implementation and procedure for the issue and exercise of the preemptive rights, the issue of preemptive rights to individual beneficiaries, the setting of the issue date within the applicable issue period and provisions regarding the handling of preemptive rights in special cases, particularly in the event of the termination of the employment agreement of a participant, the termination a participant's membership on a governing body of the Company, retirement, death or a change of control and to fulfill legal requirements. The conditions for exercise may also contain anti-dilution clauses that provide for a reduction in the strike price per share or an adjustment in the number of options in certain cases, for example when there are changes to the registered share capital or to the number of shares, into which the registered share is capital divided, when conversion rights and options are created and when actions are taken pursuant to the German Corporate Reorganization Act (*Umwandlungsgesetz*).

b) The Executive Board and Supervisory Board recommend that:

Section 5 para. 2 of the Articles and Memorandum of Association be cancelled and replaced by the following new paragraph 2:

“The registered share capital is conditionally increased by up to € 8,682,784 (nominal), which is divided into up to 8,682,784 no par bearer shares, each share representing a *pro rata* share of the registered share capital equal to € 1 (Conditional Capital 2008 and 2012). The sole purpose of the conditional capital increase is to grant preemptive rights to members of the Executive Board and to other managers of Software AG and its subordinate affiliated enterprises, including members of management bodies both inside and outside of Germany in accordance with the shareholder resolutions dated April 29, 2008 and May 4, 2012. The conditional capital increase will be implemented only to the extent to which the preemptive rights are exercised in accordance with this conditional capital. The new shares shall carry dividend rights from the beginning of the fiscal year in which they are issued.”

The Supervisory Board is authorized to adjust or amend the wording of the future paragraphs 1 and 2 of § 5 of the Articles and Memorandum of Association in accordance with the scale of shares issued under the preemptive rights and after the expiration of the authorization period.

#### **Report of the Executive Board regarding Agenda Item 7**

The issuance of stock options is a common component of compensation plans for employees and members of management bodies in German companies as well. Accordingly, Software AG has in the past already granted stock options to managers and members of the Executive Board and has had good experiences with those measures. The conditional capital still existing at present should be increased to issue additional preemptive rights in order to advance the Company's new strategic positioning in the direction of the new product portfolio.

In particular, highly qualified employees and members of management bodies view their participation in the Company's success through stock options as an interesting way to be compensated for their work. The Executive Board and Supervisory Board are therefore convinced that the authorization to issue stock options is urgently needed in order to ensure that the Company remains attractive to highly qualified employees and members of management bodies in the future. The issuance of stock options also creates a special incentive for existing employees and board members of the Company by developing their personal interest in contributing to the enhancement of the Company through a high level of commitment and effort inasmuch as they could also favorably influence the value of their own options.

The proposed option program sets ambitious targets in the interest of the Company and its shareholders:

In general, options may be exercised only if the Software Group's annual revenue generated from new products (i.e., all products, which are not part of the Adabas and Natural product lines, including EntireX) is doubled by the end of fiscal year 2015 compared to 2010 and also provided that the Software Group's

net result is doubled compared to 2010 in one of the fiscal years through 2015. These quantitative goals include strategic and innovation-based components.

New to this “Management Incentive Program IV” (MIP IV) is a so-called “Malus (incentive) component”; the number of granted preemptive rights will be reduced by 0.5% for each full percentage point by which the average value falls short of the dual annual goals of new product revenue growth and net result growth (annual growth goal: 10%) during the period between the subscription date and fiscal year 2014; any such reduction, which also factors in negative growth, may be counteracted or replenished again, either in whole or in part, if the annual goal is surpassed (average value of annual revenue growth in new products and annual growth of the net result greater than 15%). The increase will then be 0.5% for each full percentage point by which the actual average value exceeds the annual goal of 15%.

The preemptive rights may be exercised only if the Software AG share price as quoted on has reached € 60 at least once during the five business days (as such days are defined in Frankfurt am Main) immediately preceding the applicable exercise period.

The Executive Board and Supervisory Board assume that these ambitious targets will have a highly motivating effect on employees and members of the governing bodies and boards. They are convinced that an authorization to issue the stock options will be a valuable tool for prevailing in the ongoing competition for qualified personnel and ensuring that employees and members of the governing bodies are highly motivated. Accordingly, the issue of stock options via the option program is in the interest of the Company and the shareholders for continually increasing the Company’s value.

**8. Resolution on the approval to amend the Control and Profit Transfer Agreements between a) Software AG and SAG Deutschland GmbH, b) Software AG and SAG Consulting Services GmbH and c) Software AG and IDS Scheer Consulting GmbH**

- a) Software AG (as controlling company) and SAG Deutschland GmbH, Darmstadt, at the time doing business as Software AG Deutschland GmbH iG, (hereinafter “SAG Deutschland” except in the draft resolution) (as dependent company) entered into a Control and Profit Transfer Agreement on December 20, 1995. On March 23, 2012, Software AG (controlling company) and SAG Deutschland (dependent company) agreed to redraft the Control and Profit Transfer Agreement. In the amended version, the agreement is merely redrafted to include the current typical terms, in order to ensure that the wording of the agreement satisfies current legal requirements, particularly those under tax law. The major changes are as follows: in addition to the editorial changes, § 1 is amended to the effect that the management board (*Geschäftsführung*) of SAG Deutschland is obligated to follow the directives of Software AG, that the personal responsibility of the management board of SAG Deutschland is otherwise not affected, and that



Software AG may not direct SAG Deutschland to amend, maintain or terminate the Control and Profit Transfer Agreement. Section 2 para. 1 is amended to state that the net income for the year (*Jahresüberschuss*) excluding the profit transfer, reduced by any loss carried forward from the prior year, must be transferred. A fourth paragraph is added to § 2 which precludes the transfer of proceeds from the release or liquidation of any capital reserve accounts or from earnings reserves that exist before the agreement was concluded. In addition, a fifth paragraph is added to § 2 which provides that the right to a profit transfer arises as of the record date of SAG Deutschland's annual financial statements, that the transfer becomes due as of this date and that such amounts are not interest-bearing. Section 3 para. 1 adds a dynamic reference to all provisions of § 302 AktG (as amended from time to time). A second paragraph is also added to § 3 and sets the due date for claiming loss compensation. It also provides for interest of 5% p.a. accruing from the due date. Furthermore, the previous § 4, which contained the obligation of Software AG not to dispose of shares of the dependent company during the term of the agreement, is deleted from the agreement. The previous § 5 will become § 4, and § 4 para. 1 will be expanded to include the provisions regarding the entry into force of the amendments to the agreement. Section 4 para. 2 is redrafted: firstly, it is clarified that the term of the agreement is indefinite and that the agreement cannot be terminated until the end of five calendar years after the commencement of the fiscal year in which the amendment to the agreement takes effect, and then only with six months' notice; secondly, the parties reserve the right to terminate the agreement for good cause (*aus wichtigem Grund*) without notice and Software AG may specifically terminate the Control and Profit Transfer Agreement for good cause without notice if it no longer has a majority ownership interest in SAG Deutschland. Furthermore, a new § 5 entitled "Final Provisions" is added which contains a severability clause regarding the obligation of the parties to replace an invalid provision with one that most closely reflects the economic purpose of the invalid provision. Pursuant to the last sentence of § 5, this severability clause will apply accordingly, should any omissions or gaps appear in the agreement.

The exact wording of the amended Control and Profit Transfer Agreement is as follows:

#### "§ 1 Management

SAG Deutschland places the management of its company under the control of Software AG. Software AG is authorized to issue directives to the management board of SAG Deutschland regarding the management of that company. The management board of SAG Deutschland is obligated to follow any such directives. The personal responsibility of members of the management board of SAG Deutschland will not otherwise be affected hereby. Software AG may not direct the SAG Deutschland management board to amend, maintain or terminate this agreement.

#### § 2 Profit transfer

1. SAG Deutschland agrees to transfer all of its profit to Software AG. Except for the creation or liquidation of any earnings reserves pursuant to para. 2, the profit which is subject to transfer shall be the net income for the year (annual net profit), which is earned independently of the profit transfer arrangement, and reduced by any loss carried forward from the previous year.
2. SAG Deutschland may, with the consent of Software AG, deposit certain amounts from the annual net profit into other earnings reserves, provided such action is permissible under commercial law and is economically justified based on reasonable business judgment.
3. At the request of Software AG, other earnings reserves created during the term of this Agreement must be liquidated and must be used to cover any annual net loss or must be transferred as profit.
4. Earnings generated from liquidating capital reserve accounts or taken from earnings reserves established prior to this Agreement may not be transferred.
5. The right to a profit transfer will arise and the transfer itself will become due as of the record date of the SAG Deutschland annual financial statements. Interest will not accrue on the amount due.

### § 3 Assumption of loss

1. In accordance with all provisions of § 302 AktG, as amended from time to time, Software AG is obligated to assume any losses incurred by SAG Deutschland. Software AG is specifically obligated to cover any annual net loss incurred by SAG Deutschland during the term of the agreement, to the extent that such losses are not covered by funds taken from other earnings reserves into which monies had been deposited during the term of the agreement.
2. The right to loss coverage will arise and the loss cover transfer will become due as of the record date of the SAG Deutschland annual financial statements. This amount will accrue interest at 5% *per annum* as of that date.

### § 4 Entry into force and term of agreement

1. This agreement was concluded on December 20, 1995 and was subject to shareholder approval at Software AG and SAG Deutschland GmbH iG. It entered into force upon recordation in the Commercial Register of SAG Deutschland GmbH iG. Except for the right to issue directives as set forth in § 1 above, the agreement has applied retroactively since January 1, 1996. The amendment submitted for approval to the Software AG's 2012 annual shareholders' meeting and the version of the agreement resulting from this amendment will enter into force when they are recorded in the Commercial Register of SAG Deutschland and will apply retroactively for the period commencing with SAG Deutschland's fiscal year, in which the amendment of the agreement is recorded in the Commercial Register of SAG Deutschland.
2. The agreement is concluded for an indefinite period of time. The agreement may be terminated, upon six months' prior written notice, for the first time at the end of five calendar years following the commencement of the fiscal year in which the amendment to the agreement enters into effect. If the

agreement is not terminated, then it will be extended until the end of the next fiscal year, subject to the same notice period. The Parties reserve the right to terminate the agreement without notice if there is good cause [aus *wichtigem Grund*]. Software AG may terminate this agreement for good cause and without notice specifically if it no longer holds a majority ownership interest in SAG Deutschland.

#### § 5 Final provisions

Should any provision of this agreement be or become invalid, then the remaining provisions will still be valid. The parties agree to replace the invalid provision with one that most closely reflects the economic intent of the invalid provision. The same will apply if a gap or omission should appear in the agreement.”

The Executive Board und Supervisory Board recommend adopting the following resolution:

The amendment of the Control and Profit Transfer Agreement between Software AG and SAG Deutschland GmbH, Darmstadt, is approved.

Pursuant to § 295 para. 1 in connection with § 293a para. 1 AktG, the Executive Board of Software AG and the management board of SAG Deutschland have prepared a joint written report regarding the approval to amend the Control and Profit Transfer Agreement with SAG Deutschland, as proposed in this Agenda Item 8 a).

The annual financial statements of SAG Deutschland are included in the consolidated financial statements of Software AG, Darmstadt. For the last three fiscal years (2009 through 2011), SAG Deutschland was exempted under § 264 para 3 HGB from having to prepare annual financial statements that comply with the rules applicable to corporations and from having to audit and publish those financial statements.

Beginning on the date the Notice of the Annual Shareholders' Meeting is officially published, the following documents will be available for viewing on the website of Software AG under <http://www.software.com/hauptversammlung>:

- the amended Control and Profit Transfer Agreement as well as the addendum agreement dated March 23, 2012;
- the annual financial statements of Software AG for the last three fiscal years;
- the consolidated financial statements of Software AG for the last three fiscal years;
- the summary management reports and consolidated management reports of Software AG for the last three fiscal years;
- the annual financial statements of SAG Deutschland for the last three fiscal years;

- the joint report prepared by the Executive Board of Software AG and the management board of SAG Deutschland pursuant to § 295 para. 1 in connection with § 293a para. 1 AktG; and
- the previous control and profit transfer agreement.

b) Software AG (as the controlling company) and SAG Consulting Services GmbH, Darmstadt, at the time doing business as SQL Datenbanksysteme GmbH, (hereinafter “SAG Consulting” except in the draft resolution) (as the dependent company) entered into a Control and Profit Transfer Agreement on March 8, 2001. On March 23, 2012, Software AG (controlling company) and SAG Consulting, (dependent company) agreed to redraft the Control and Profit Transfer Agreement. In the amended version, the agreement is merely redrafted to include the current typical terms, in order to ensure that the wording of the agreement satisfies current legal requirements, particularly those under tax law. The major changes are as follows: in addition to the editorial changes, § 1 is amended to the effect that the management board of SAG Consulting is obligated to follow the directives of Software AG, that the personal responsibility of the management board of SAG Consulting is otherwise not affected, and that Software AG may not direct SAG Consulting to amend, maintain or terminate the Control and Profit Transfer Agreement. Section 2 para. 1 is amended to state that the net income for the year excluding the profit transfer, reduced by any loss carried forward from the prior year, must be transferred, and that the reference to § 301 AktG be deleted. A fourth paragraph is added to § 2 which precludes the transfer of proceeds from the release or liquidation of any capital reserve accounts or from earnings reserves that exist before the agreement was concluded. In addition, a fifth paragraph is added to § 2 which provides that the right to a profit transfer arises as of the record date of SAG Consulting’s annual financial statements, that the transfer becomes due as of this date and that such amounts are not interest-bearing. Section 3 para. 1 adds a dynamic reference to all provisions of § 302 AktG (as amended from time to time). A second paragraph is also added to § 3 and sets the due date for claiming loss compensation. It also provides for interest of 5% p.a. accruing from the due date. Section 4 para. 1 is expanded to include the provisions regarding the entry into force of the amendments to the agreement. Section 4 para. 2 is redrafted: firstly, it is clarified that the term of the agreement is indefinite and that the agreement cannot be terminated until the end of five calendar years after the commencement of the fiscal year in which the amendment to the agreement takes effect, and then only with six months’ notice; secondly, the parties reserve the right to terminate the agreement for good cause (*aus wichtigem Grund*) without notice and Software AG may specifically terminate the Control and Profit Transfer Agreement for good cause without notice if it no longer has a majority ownership interest in SAG Consulting. Furthermore, a new § 5 entitled “Final Provisions” is added which contains a severability clause regarding the obligation of the parties to replace an invalid provision with one that most closely reflects the economic purpose of the invalid provision. Pursuant to the last sentence of § 5, this severability clause will apply accordingly, should any omissions or gaps appear in the agreement.

The exact wording of the amended Control and Profit Transfer Agreement is as follows:

#### “§ 1 Management

SAG Consulting places the management of its company under the control of Software AG. Software AG is authorized to issue directives to the management board of SAG Consulting regarding the management of that company. The management board of SAG Consulting is obligated to follow any such directives. The personal responsibility of members of the management board of SAG Consulting will not otherwise be affected hereby. Software AG may not direct the SAG Consulting management board to amend, maintain or terminate this agreement.

#### § 2 Profit transfer

1. SAG Consulting agrees to transfer all of its profit to Software AG. Except for the creation or liquidation of any earnings reserves pursuant to para. 2, the profit which is subject to transfer shall be the net income for the year (annual net profit), which is earned independently of the profit transfer arrangement, and reduced by any loss carried forward from the previous year.

2. SAG Consulting may, with the consent of Software AG, deposit certain amounts from the annual net profit into other earnings reserves, provided such action is permissible under commercial law and is economically justified based on reasonable business judgment.

3. At the request of Software AG, other earnings reserves created during the term of this Agreement must be liquidated and must be used to cover any annual net loss or must be transferred as profit.

4. Earnings generated from liquidating capital reserve accounts or taken from earnings reserves established prior to this Agreement may not be transferred.

5. The right to a profit transfer will arise and the transfer itself will become due as of the record date of the SAG Consulting annual financial statements. Interest will not accrue on the amount due.

#### § 3 Assumption of loss

1. In accordance with all provisions of § 302 AktG, as amended from time to time, Software AG is obligated to assume any losses incurred by SAG Consulting. Software AG is specifically obligated to cover any annual net loss incurred by SAG Consulting during the term of the agreement, to the extent that such losses are not covered by funds taken from other earnings reserves into which monies had been deposited during the term of the agreement.

2. The right to loss coverage will arise and the loss cover transfer will become due as of the record date of the SAG Consulting annual financial statements. This amount will accrue interest at 5% *per annum* as of that date.

#### § 4 Entry into force and term of agreement

1. This agreement was concluded on March 8, 2012 and was subject to shareholder approval at Software AG and SQL Datenbanksystem GmbH. It entered into force when it was recorded in the Commercial Register of SQL Datenbanksystem GmbH and has applied retroactively since on January 1, 2001. The amendment submitted for approval to the Software AG's 2012 annual shareholders' meeting and the version of the agreement resulting from this amendment will enter into force when they are recorded in the Commercial Register of SAG Consulting and - with respect to change in the right to issue directives - will apply retroactively for the period commencing with SAG Consulting's fiscal year, in which the amendment of the agreement is recorded in the Commercial Register of SAG Consulting.

2. The agreement is concluded for an indefinite period of time. The agreement may be terminated, upon six months' prior written notice, for the first time at the end of five calendar years following the commencement of the fiscal year in which the amendment to the agreement enters into effect. If the agreement is not terminated, then it will be extended until the end of the next fiscal year, subject to the same notice period. The Parties reserve the right to terminate the agreement without notice if there is good cause [aus *wichtigem Grund*]. Software AG may terminate this agreement for good cause and without notice specifically if it no longer holds a majority ownership interest in SAG Deutschland.

#### § 5 Final provisions

Should any provision of this agreement be or become invalid, then the remaining provisions will still be valid. The parties agree to replace the invalid provision with one that most closely reflects the economic intent of the invalid provision. The same will apply if a gap or omission should appear in the agreement."

The Executive Board und Supervisory Board recommend adopting the following resolution:

The amendment of the Control and Profit Transfer Agreement between Software AG and SAG Consulting Services GmbH, Darmstadt, is approved.

Pursuant to § 295 para. 1 in connection with § 293a para. 1 AktG, the Executive Board of Software AG and the management board of SAG Consulting have prepared a joint written report regarding the approval to amend the Control and Profit Transfer Agreement with SAG Consulting, as proposed in this Agenda Item 8 b).

The annual financial statements of SAG Consulting are included in the consolidated financial statements of Software AG, Darmstadt. For the last three fiscal years (2009 through 2011), SAG Consulting was exempted under § 264 para. 3 HGB from having to prepare annual financial statements that comply with the rules applicable to corporations and from having to audit and publish those financial statements.

Beginning on the date the Notice of the Annual Shareholders' Meeting is officially published, the following documents will be available for viewing on the website of Software AG under <http://www.software.com/hauptversammlung>:

- the amended Control and Profit Transfer Agreement as well as the addendum agreement dated March 23, 2012;
  - the annual financial statements of Software AG for the last three fiscal years;
  - the consolidated financial statements of Software AG for the last three fiscal years;
  - the summary management reports and consolidated management reports of Software AG for the last three fiscal years;
  - the annual financial statements of SAG Consulting for the last three fiscal years;
  - the joint report prepared by the Executive Board of Software AG and the management board of SAG Consulting pursuant to § 295 para. 1 in connection with § 293a para. 1 AktG; and
  - the previous control and profit transfer agreement
- c) Software AG (as controlling company) and IDS Scheer Consulting GmbH, Saarbrücken, at the time doing business as SAG Systems GmbH, (hereinafter “IDS Scheer Consulting” except in the draft resolution) (as dependent company) entered into a Control and Profit Transfer Agreement on November 22, 1996. On March 23, 2012, Software AG (controlling company) and IDS Scheer Consulting (dependent company) agreed to redraft the Control and Profit Transfer Agreement. In the amended version, the agreement is merely redrafted to include current typical terms, in order to ensure that the wording of the agreement satisfies current legal requirements, particularly those under tax law. The major changes are as follows: in addition to the editorial changes, § 1 is amended to the effect that the management board of IDS Scheer Consulting is obligated to follow the directives of Software AG, that the personal responsibility of the management board of IDS Scheer Consulting is otherwise not affected, and that Software AG may not direct IDS Scheer Consulting to amend, maintain or terminate the Control and Profit Transfer Agreement. Section 2 para. 1 is amended to state that the net income for the year excluding the profit transfer, reduced by any loss carried forward from the prior year, must be transferred. A fourth paragraph is added to § 2 which precludes the transfer of proceeds from the release or liquidation of any capital reserve accounts or from earnings reserves that exist before the agreement was concluded. In addition, a fifth paragraph is added to § 2 which provides that the right to a profit transfer arises as of the record date of IDS Scheer Consulting's annual financial statements, that the transfer becomes due as of this date and that such amounts are not interest-bearing. Section 3 para. 1 adds a dynamic reference to all provisions of § 302 AktG (as amended from time to time). A second paragraph is also added to § 3 and sets the due date for claiming loss compensation. It also

provides for interest of 5% p.a. accruing from the due date. Furthermore, the previous § 4, which contained the obligation of Software AG not to dispose of shares of the dependent company during the term of the agreement, is deleted from the agreement. The previous § 5 para. 1 will become § 4, and §4 para. 1 will be expanded to include the provisions regarding the entry into force of the amendments to the agreement. Section 4 para. 2 is redrafted: firstly, it is clarified that the term of the agreement is indefinite and that the agreement cannot be terminated until the end of five calendar years after the commencement of the fiscal year in which the amendment to the agreement takes effect, and then only with six months' notice; secondly, the parties reserve the right to terminate the agreement for good cause (*aus wichtigem Grund*) without notice and Software AG may specifically terminate the Control and Profit Transfer Agreement for good cause without notice if it no longer has a majority ownership interest in IDS Scheer Consulting. Furthermore, a new § 5 entitled "Final Provisions" is added which contains a severability clause regarding the obligation of the parties to replace an invalid provision with one that most closely reflects the economic purpose of the invalid provision. Pursuant to the last sentence of § 5, this severability clause will apply accordingly, should any omissions or gaps appear in the agreement.

The exact wording of the amended Control and Profit Transfer Agreement is as follows:

#### "§ 1 Management

IDS Scheer Consulting places the management of its company under the control of Software AG. Software AG is authorized to issue directives to the management board of IDS Scheer Consulting regarding the management of that company. The management board of IDS Scheer Consulting is obligated to follow any such directives. The personal responsibility of members of the management board of IDS Scheer Consulting will not otherwise be affected hereby. Software AG may not direct the IDS Scheer Consulting management board to amend, maintain or terminate this agreement.

#### § 2 Profit transfer

1. IDS Scheer Consulting agrees to transfer all of its profit to Software AG. Except for the creation or liquidation of any earnings reserves pursuant to para. 2, the profit which is subject to transfer shall be the net income for the year (annual net profit), which is earned independently of the profit transfer arrangement, and reduced by any loss carried forward from the previous year.
2. IDS Scheer Consulting may, with the consent of Software AG, deposit certain amounts from the annual net profit into other earnings reserves, provided such action is permissible under commercial law and is economically justified based on reasonable business judgment.
3. At the request of Software AG, other earnings reserves created during the term of this Agreement must be liquidated and must be used to cover any annual net loss or must be transferred as profit.



4. Earnings generated from liquidating capital reserve accounts or taken from earnings reserves established prior to this Agreement may not be transferred.

5. The right to a profit transfer will arise and the transfer itself will become due as of the record date of the IDS Scheer Consulting annual financial statements. Interest will not accrue on the amount due.

#### § 3 Assumption of loss

1. In accordance with all provisions of § 302 AktG, as amended from time to time, Software AG is obligated to assume any losses incurred by IDS Scheer Consulting. Software AG is specifically obligated to cover any annual net loss incurred by IDS Scheer Consulting during the term of the agreement, to the extent that such losses are not covered by funds taken from other earnings reserves into which monies had been deposited during the term of the agreement.

2. The right to loss coverage will arise and the loss cover transfer will become due as of the record date of the IDS Scheer Consulting annual financial statements. This amount will accrue interest at 5% *per annum* as of that date.

#### § 4 Entry into force and term of agreement

1. This agreement was concluded on November 22, 1996 and was subject to shareholder approval at Software AG and SAG Systems GmbH. It entered into force upon recordation in the Commercial Register of SAG Systems GmbH. Except for the right to issue directives as set forth in § 1 above, the agreement has applied retroactively since January 1, 1997. The amendment submitted for approval to the Software AG's 2012 annual shareholders' meeting and the version of the agreement resulting from this amendment will enter into force when they are recorded in the Commercial Register of IDS Scheer Consulting and will apply retroactively for the period commencing with IDS Scheer Consulting fiscal year, in which the amendment of the agreement is recorded in the Commercial Register of IDS Scheer Consulting.

2. The agreement is concluded for an indefinite period of time. The agreement may be terminated, upon six months' prior written notice, for the first time at the end of five calendar years following the commencement of the fiscal year in which the amendment to the agreement enters into effect. If the agreement is not terminated, then it will be extended until the end of the next fiscal year, subject to the same notice period. The Parties reserve the right to terminate the agreement without notice if there is good cause [aus *wichtigem Grund*]. Software AG may terminate this agreement for good cause and without notice specifically if it no longer holds a majority ownership interest in IDS Scheer Consulting.

#### § 5 Final provisions

Should any provision of this agreement be or become invalid, then the remaining provisions will still be valid. The parties agree to replace the invalid provision

with one that most closely reflects the economic intent of the invalid provision. The same will apply if a gap or omission should appear in the agreement.”

The Executive Board und Supervisory Board recommend adopting the following resolution:

The amendment of the Control and Profit Transfer Agreement between Software AG and IDS Scheer Consulting GmbH, Saarbrücken, is approved.

Pursuant to § 295 para. 1 in connection with § 293a para. 1 AktG, the Executive Board of Software AG and the management board of IDS Scheer Consulting have prepared a joint written report regarding the approval to amend the Control and Profit Transfer Agreement with IDS Scheer Consulting, as proposed in this Agenda Item 8 c).

The annual financial statements of IDS Scheer Consulting are included in the consolidated financial statements of Software AG, Darmstadt. For the last three fiscal years (2009 through 2011), IDS Scheer Consulting was exempted under § 264 para 3 HGB from having to prepare annual financial statements that comply with the rules applicable to corporations and from having to audit and publish those financial statements.

Beginning on the date the Notice of the Annual Shareholders’ Meeting is officially published, the following documents will be available for viewing on the website of Software AG under <http://www.software.com/hauptversammlung>:

- the amended Control and Profit Transfer Agreement as well as the addendum agreement dated March 23, 2012;
- the annual financial statements of Software AG for the last three fiscal years;
- the consolidated financial statements of Software AG for the last three fiscal years;
- the summary management reports and consolidated management reports of Software AG for the last three fiscal years;
- the annual financial statements of IDS Scheer Consulting for the last three fiscal years;
- the joint report prepared by the Executive Board of Software AG and the management board of IDS Scheer Consulting pursuant to § 295 para. 1 in connection with § 293a para. 1 AktG; and
- the previous control and profit transfer agreement

## **9. Amendment to § 14 of the Articles and Memorandum of Association and resolution on setting Supervisory Board compensation**

- a) The Executive Board and Supervisory Board recommend the adoption of the following resolution:

Section 14 of the Articles and Memorandum of Association should be amended to read as follows:

“The compensation of the Supervisory Board members and the reimbursement of their expenses shall be governed by resolution of the Shareholders' Meeting.”

- b) Subsection 5.4.6 of the German Corporate Governance Code suggests that economic conditions and the success of the Company be taken into account in setting the compensation of the Supervisory Board members.

The structure of the Supervisory Board compensation, as approved by the Shareholders' Meeting on May 21, 2010, should be preserved. Nevertheless, the fixed compensation will be increased by € 10,000, expenditures will not be reimbursed on a flat basis and the performance-based component of the compensation will be linked to the long-term growth and development of the Group's consolidated earnings per share (undiluted).

The Executive Board and Supervisory Board recommend setting the compensation of the Supervisory Board members as follows:

(a) The members of the Supervisory Board shall receive

(i) a fixed annual compensation of € 50,000;

(ii) a performance-based annual compensation of € 500 for each commenced percentage point by which the consolidated earnings per share (undiluted) increases relative to the average earnings per share (undiluted) in a comparative period.

The comparative period consists of the two immediately preceding fiscal years (e.g., for calculating the performance-based annual compensation for fiscal year 2012, fiscal years 2010 and 2011 will be used).

The consolidated financial statements prepared in accordance with the International Financial Reporting Standards (IFRS) for the relevant fiscal year/for the relevant fiscal years will be the basis upon which the performance-based compensation is calculated. If any changes in the accounting standards or rules cause an increase or reduction in the applicable numbers, then in order to establish comparability, the numbers used for calculating the compensation must be defined uniformly and consistently in accordance with the changed standards or rules.

Section 113 para. 3 AktG remains unaffected thereby.

(b) The Chairman of the Supervisory Board shall receive double, and each Deputy Chairperson, one-and-one-half times the compensation that is set forth in subparagraph (a).

(c) In addition, members of the Supervisory Board shall receive a participation fee (*Sitzungsgeld*) in the amount of € 1,500 for their physical attendance at one of his or her committee meetings. For several meetings of a single committee which occur on the same day or for a meeting which lasts over successive days, the participation fee will be paid only once. The participation fee will be € 2,500 for the chairperson of the meeting.

(d) Any Supervisory Board members, who belong to the Supervisory Board for only part of the fiscal year, shall receive a *prorated* compensation pursuant to subparagraph (a).

(e) The Company may execute in favor of the members of the Supervisory Board a third party liability insurance policy that covers the statutory liability that could be owed to third parties and that could arise from activity on the Supervisory Board.

(f) Expenditures will not be reimbursed as a lump sum.

(g) The compensation described in subparagraph (a) above will be due for payment one week after the Supervisory Board's approval of the annual financial statements for the compensation year - or, in some cases, after that approval is granted by the Shareholders' Meeting. If a Supervisory Board member pays value added tax, then such value added tax will be reimbursed.

(h) This provision will enter into effect beginning January 1, 2012.

### **Requirements for participation in the Annual Shareholders' Meeting and the exercise of voting rights:**

Only shareholders - whether in person or through a proxy - who register with the Company by no later than 12 midnight (24.00) on April 27, 2012 and who can prove their right to participate - will be entitled to attend the Annual Shareholders' Meeting and exercise their right to vote.

The registration is required to be in "text form" (as defined under § 126b of the German Civil Code ("BGB")); it must be in German or English. As proof of the right to participate at the meeting, a confirmation of share ownership, either in German or English, issued in "text form" (as defined in § 126b of the German Civil Code) by the custodial bank will suffice. The proof of share ownership must be based on the relevant shareholding as of

the start of the day (12.00 am / 00.00) on April 13, 2012 (“Voting Record Date”) and must likewise be received by the Company at the following address no later than 12 midnight (24.00) on April 27, 2012:

Software Aktiengesellschaft  
c/o PR IM TURM HV-Service AG  
Römerstraße 72 - 74  
68259 Mannheim

or by Fax: +49 621 7177213  
or by Email: [eintrittskarte@pr-im-turm.de](mailto:eintrittskarte@pr-im-turm.de)

In relation to the Company, only persons who have provided the proof will be permitted as shareholders to vote at the meeting. A shareholder’s right to participate and the number of votes he or she has will be based solely on his or her shareholdings on the Voting Record Date. The Voting Record Date has no bearing on whether or not the shareholding can be sold either in whole or in part. Even if all or part of the shareholding is sold after Voting Record Date, the only dispositive day for purposes of determining the right to participate and the number of voting rights will be the shareholder’s ownership interest on the Voting Record Date; i.e. any sale of shares after the Voting Record Date will have no impact on the right to participate or on the number of votes the shareholder has. The same rule applies to the acquisition of shares following the Voting Record Date: these shares shall not entitle the purchaser to any participation or voting rights. The option for granting the purchaser such authority shall remain unaffected thereby. The Voting Record Date has no significance with respect to dividend rights.

Once the registration and proof of share ownership is received by the Company, the shareholders entitled to participate at the meeting will be sent admission cards for the Annual Shareholders’ Meeting. We would ask the shareholders or their proxies to bring the admission cards with them to the Annual Shareholders’ Meeting and to present them at the security check-in. You will thereby simplify the registration procedure for the Annual Shareholders’ Meeting. We would also ask the shareholders to submit their registration and proof of share ownership as early as possible.

#### **Proxy:**

A voting right may be exercised by an agent (a so-called “proxy”). The requirement of the timely registration and transmittal of the proof of shareholding as required in accordance with the provisions set forth above remains unaffected thereby. If the shareholder authorizes more than one person, then the Company may deny admission to 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. With respect to granting powers of attorney to financial institutions, shareholder associations 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 apply for certain types of proxies. With respect to any such form requirement, we would ask our shareholders to coordinate with their respective proxies.

Proof of any granted proxy authorization may also be provided by having the proxy present the power of attorney to the security personnel on the day of the Annual Shareholders' Meeting. The proof may also be sent *via* mail or *via* facsimile. The address where proof of the granted authorization should be sent along with the fax number (collectively "Proxy Recording Address") is:

Software Aktiengesellschaft  
c/o PR IM TURM HV-Service AG  
Römerstraße 72 - 74  
68259 Mannheim

Fax: +49 621 7177213

Proof of proxy authorization may also be sent *via* electronic communication through the Company's website, <http://www.softwareag.com/hauptversammlung>.

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

Shareholders, who would like to authorize a proxy, are requested to use the proxy form, which the Company has made available for this purpose. It will be sent to the duly registered persons together with the admission cards and may also be downloaded from the Company's website, <http://www.softwareag.com/hauptversammlung>. It may also be requested by sending a letter, either by regular mail or facsimile, to the above-referenced Proxy Recording Address.

The Company also offers its shareholders, even prior to the Annual Shareholders' Meeting, 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. These proxies appointed by the Company must be issued clear and unequivocal instructions on exercising the voting rights. The proxies appointed by the Company are obligated to vote in compliance with the instructions issued. 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 for requests to speak, to submit objections to resolutions of the Annual Shareholders' Meeting or to pose questions or make motions. The grant and revocation of the powers of attorney and the instructions to the proxies

appointed by the Company must be made in “text form” (as defined by German law) and may be made as follows:

- In advance of the Annual Shareholders' Meeting, proxies and voting instructions to the proxies appointed by the Company may be granted or revoked on or before 12 midnight (24.00) on May 2, 2012 with notice sent to the aforementioned Proxy Recording Address or using the electronic authorization and instruction system at <http://www.softwareag.com/hauptversammlung>. The grant or revocation of powers of attorney or instructions to the Company-appointed proxies, which are received late *via* the aforementioned means of transmission, will not be considered.
- During the Annual Shareholders' Meeting, powers of attorney or instructions may be granted to or revoked from the Company-appointed proxies until the end of the general debate.

Proxy forms for granting powers of attorney and issuing voting instructions to the Company-appointed proxy are included in each admission and voting card (or ballot), and may also be requested by sending the request *via* mail or facsimile to the Proxy Recording Address.

### **Live Internet broadcast of the Annual Shareholders' Meeting**

Any Software AG shareholders and interested members of the public may listen, live online, to the speeches given by the Chairman of Supervisory Board, the Chairman of the Executive Board (Chief Executive Officer or “CEO”), and the Chief Financial Officer (or “CFO”) on the day of the Annual Shareholders' Meeting starting at 10:00 am on May 4, 2012 by visiting the Company's website: <http://www.softwareag.com/hauptversammlung>.

### **Rights of the Shareholders:**

#### **1. Supplement to the agenda**

Any motions to supplement the agenda pursuant to § 122 (2) AktG must be received by the Company at the above specified proxy address on or before 12 midnight (24.00), on April 3, 2012:

More extensive explanations regarding the motions to supplement the agenda pursuant to § 122 (2) AktG and their preconditions will be available on the Company's website: <http://www.softwareag.com/hauptversammlung>.

#### **2. Shareholder motions pursuant to § 126 (1) AktG**

Each shareholder has the right to submit a counter-motion at the Annual Shareholders' Meeting challenging the proposals made by the Executive Board and/or Supervisory Board on an item on the agenda.

Any shareholder counter-motions regarding any item on the agenda within the meaning of § 126 (1) AktG, which the Company receives in text form at the Proxy Recording Address or by email to [hv\\_softwareag@pr-im-turn.de](mailto:hv_softwareag@pr-im-turn.de) on or before 12 midnight (24.00) on April 19, 2012, will be made available without undue delay to shareholders on the Company's website: <http://www.softwareag.com/hauptversammlung>.

More extensive explanations regarding the counter-motions pursuant to § 126 (1) AktG and their preconditions and regarding reasons which, under § 126 (2) AktG, would not necessitate the publication of the counter-motion on the Internet, will be available on the Company's website: <http://www.softwareag.com/hauptversammlung>.

### **3. Shareholder nominations pursuant to § 127 AktG**

Each shareholder has a right to nominate the annual financial statement auditors at the Shareholders' Meeting. The selection of the annual accounts auditor is listed in Agenda Item 5.

Any shareholder nominations pursuant to § 127 AktG, which the Company receives in text form at the Proxy Recording Address or by email to [hv\\_softwareag@pr-im-turn.de](mailto:hv_softwareag@pr-im-turn.de) on or before 12 midnight (24.00) on April 19, 2012, will be made available without undue delay to shareholders on the Company's website: <http://www.softwareag.com/hauptversammlung>.

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

### **4. Shareholders' rights to information**

According to § 131 (1) AktG, the Executive Board will be required to disclose information about the Company's affairs if requested by a shareholder at the Shareholders' Meeting on May 4, 2012, provided that such information is required for a suitable assessment of the item on the agenda.

More extensive explanations regarding the shareholders' right to information pursuant to § 131 (1) AktG will be available on the Company's website: <http://www.softwareag.com/hauptversammlung>.

#### **Website on which information required under § 124a AktG is available:**

This 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: <http://www.softwareag.com/hauptversammlung>. These materials will also be available during the Annual Shareholders' Meeting on May 4, 2012.



## Supplemental information disclosure pursuant § 30b (1) sentence 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 € 86,827,845 and is divided into 86,827,845 no par shares. Unless, in any given case, the statutory grounds for suspending a voting right exist, each no-par share will have one vote at the Annual Shareholders' Meeting. At the time that the Notice of the Annual Shareholders' Meeting is officially published, the Company holds 61,377 of its own shares (treasury shares) within the meaning of §§ 71 *et seq.* AktG, which shares do not entail any rights for the Company, including voting rights; the Company is not aware of any reasons for suspending voting rights. Based on the information available to the Company, the total number of voting rights, which may be exercised at the 2012 Annual Shareholders' Meeting, is therefore 86,766,468 as of the date of this notice.

This Notice of the Annual Shareholders' Meeting was published in the electronic version of the Federal Law Gazette on March 28, 2012.

Darmstadt, March 2012

**Software Aktiengesellschaft**

The Executive Board

### Information regarding requests pursuant § 125 AktG:

Please address your requests directly to PR IM TURM HV-Service AG, who is acting on our behalf in this matter. Contact details are PR IM TURM HV-Service AG, c/o Ms. Krämer, Römerstraße 72-74, 68259 Mannheim, Germany