

**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 16, 2014 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 Aktiengesellschaft per December 31, 2013 and the approved consolidated financial statements per December 31, 2013 together with the combined management report and group management report and submission of the explanatory report of the Executive Board concerning the information pursuant to §§ 289 (4), 315 (4) of the German Commercial Code (“HGB”), as well as the report of the Supervisory Board for fiscal year 2013.**

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 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.

In the notes to the annual financial statements of Software Aktiengesellschaft as of December 31, 2013 and in connection with the information required under § 160 I no. 2 AktG, the Executive Board has also provided information about the reasons and status of the program to buyback the Company's own shares after December 31 2013 and through February 26, 2014. According to this information, after December 31, 2013 and through February 26, 2014, Software AG has purchased 2.653.845 of its own shares at an average price of EUR 26.60 under the stock buyback program (*Aktienrückkaufprogramm*). The Company's shares are being purchased for all of the purposes allowed under the stock corporation laws and under the May 3, 2013 shareholder resolution authorizing the purchase. Thus, as of March 27, 2014, Software AG is holding a total of 8,084,101 shares of its own stock with an equivalent value (excluding incidental purchasing costs) of EUR 226,025,766.84. Attributable to the own shares (treasury shares), which are

held as of March 27, 2014, are EUR 8,084,101 of the registered share capital, which represents 9.3% of the registered share capital of Software AG.

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 2013 totaling € 136,042,371.41 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 78,859,844 dividend-earning shares	€ 36,275,528.24
Profit carried forward	€ 99,766,843.17
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Non-appropriated balance sheet profits	€ 136,042,371.41

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 27, 2014 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 profit 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 2013

The Executive Board and Supervisory Board recommend ratifying the actions taken by the members of the Executive Board for fiscal year 2013.

4. Resolution on ratifying the actions of the Supervisory Board members for fiscal year 2013

The Executive Board and Supervisory Board recommend ratifying the actions taken by the members of the Supervisory Board for fiscal year 2013.

5. Appointment of the annual financial statements auditor for fiscal year 2014

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 2014.

6. Resolution to approve the execution of a control and profit transfer agreement between Software AG and IDS Scheer EMEA GmbH

Software AG, as controlling company, and IDS Scheer EMEA GmbH, Saarbrücken, as dependent company (hereinafter “IDS EMEA”), entered into a control and profit transfer Agreement on March 12, 2014. This step reflects the importance of IDS EMEA within the operational, reorganized Software Group. The control and profit transfer agreement uses in essence the same wording that is found in the other control and profit transfer agreements, which are applicable in the Software Group and were already updated at the 2012 Annual Shareholders’ Meeting to accord with the new tax requirements.

The main content of the agreement is as follows: Under § 1, IDS EMEA agrees to subject the management of its company to the control of Software AG. Software AG is entitled to issue directives to the management board (*Geschäftsführung*) of IDS EMEA, and the management board of IDS EMEA is obligated to follow the directives of Software AG. The personal responsibility of the management board of IDS EMEA is otherwise not affected, and Software AG may not direct the management board of IDS EMEA to amend, maintain or terminate the control and profit transfer agreement. Section 2 governs the transfer of profits. Section 2 para. 1 of the agreement imposes an obligation on IDS EMEA to transfer to Software AG all its profits (i.e., the net income for the year (*Jahresüberschuss*) excluding the profit transfer), reduced by any loss carried forward from the prior year. Paragraphs 2 and 3 of Section 2 of the agreement governs the allocation and use of funds in other/from other earnings reserves. Paragraph 4 of those same contractual provisions precludes the transfer of proceeds that are generated from the release or liquidation of capital reserve accounts or from earnings reserves, which existed before the agreement was concluded. Paragraph 5 of Section 2 of the agreement stipulates that the right to a profit transfer arises and is due as of the record date of the annual financial statements, although the amount due will accrue interest. Section 3 para. 1 includes a dynamic reference to all provisions of § 302 AktG (i.e., to the provisions as amended from time to time) and provides that Software AG is obligated *vis-à-vis* IDS EMEA to assume any losses. The second paragraph of Section 3 defines the date, on which the right to loss coverage arises and falls due, as the record date of the annual financial statements and also provides that interest will accrue at 5% *per annum* beginning on the due date. Paragraph 1 of Section 4 of the agreement governs when the contract will become effective. Under that provision, the contract will enter into force when it is recorded in the Commercial Register of IDS EMEA and - except for the instruction right under Section 1 of the Agreement - will enter into force retroactively as of the commencement of the fiscal year in which the agreement is recorded in the Commercial Register of IDS EMEA. Section 4 para. 2 clarifies, on the one hand, 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 agreement takes effect, and then only with six months’ notice; and on the other hand, provides that the parties reserve the right to terminate the agreement for good cause (*aus wichtigem Grund*) without notice and that 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 EMEA. A severability clause was included in Section 5 which imposes upon the parties an obligation to replace an invalid provision with one that most closely reflects the economic purpose of the invalid provision. Pursuant to the last sentence of Section 5, this severability clause will apply accordingly, should any omissions or gaps appear in the agreement.

The exact wording of the control and profit transfer agreement is as follows:

“§ 1 Management

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

§ 2 Profit transfer

1. IDS EMEA 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 and by the amount which is blocked from distribution under § 268 (8) of the German Commercial Code.

2. IDS EMEA 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 EMEA 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 EMEA.

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

§ 4 Entry into force and term of agreement

1. This agreement has been concluded subject to shareholder approval at Software AG and IDS EMEA. It will enter into force upon recordation in the Commercial Register of IDS EMEA. Except for the right to issue directives as set forth in § 1 above, the agreement enters into effect retroactively for the period commencing with IDS EMEA's fiscal year, in which the agreement is recorded in the Commercial Register of IDS EMEA.

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 agreement enters into effect, or if that date does not coincide with the end of a fiscal year, then as of the expiration of the then-current fiscal year. 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 EMEA.

§ 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 execution of the control and profit transfer agreement between Software AG and IDS Scheer EMEA GmbH, Saarbücken, is approved.

Pursuant to § 293a (1) AktG, the Executive Board of Software AG and the management board of IDS EMEA have prepared a joint written report on approving the execution of the control and profit transfer agreement with IDS EMEA, as proposed in this Agenda Item.

The annual financial statements of IDS EMEA are included in the consolidated financial statements of Software AG, Darmstadt.

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 control and profit transfer agreement dated March 12, 2014;
- 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 combined management reports and consolidated management reports of Software AG for the last three fiscal years;
- the annual financial statements of IDS EMEA for the last three fiscal years;
- the joint report prepared by the Executive Board of Software AG and the management board of IDS EMEA pursuant to § 293a (1) AktG.

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 May 9, 2014 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 25, 2014 (“Voting Record Date”) and must likewise be received by the Company at the following address no later than 12 midnight (24.00) on May 9, 2014:

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

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. They 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 15, 2014 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, cannot 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); they may also be requested by sending the request *via* regular mail or facsimile to the Proxy Recording Address or by downloading them from the Company's website, <http://www.softwareag.com/hauptversammlung>.

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 16, 2014: <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 15, 2014:

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 above-referenced Proxy Recording Address or by email to hv_softwareag@pr-im-turn.de on or before 12 midnight (24.00) on May 1, 2014, 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 above-referenced Proxy Recording Address or by email to hv_softwareag@pr-im-turm.de on or before 12 midnight (24.00) on May 1, 2014, 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 16, 2014, 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>.

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

This Notice of the Annual 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 16, 2014.

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 € 86,943,945 and is divided into 86,943,945 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 (Record date: March 27, 2014), the Company holds 8,084,101 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. Based on the information available to the Company as of the date of this notice (Record date: March 27, 2014), the total number of voting rights, which may be exercised at the 2014 Annual Shareholders' Meeting, is therefore 78,859,844.

This Notice of the Annual Shareholders' Meeting was published in the Federal Law Gazette on April 4, 2014.

Darmstadt, March 2014

Software Aktiengesellschaft

The Executive Board

Information regarding requests pursuant § 125 AktG:

Please address your requests directly to PR IM TURM HV-Service AG, which is acting on our behalf in this matter. Contact details are PR IM TURM HV-Service AG, Römerstraße 72-74, 68259 Mannheim, Telefax + 49 (0)621 709907.