SolarWinds, Inc.
Form DEFM14A
December 15, 2015

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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 14A

Proxy Statement Pursuant to Section 14(a) of
the Securities Exchange Act of 1934 (Amendment No.)

Filed by the Registrant ý

Filed by a Party other than the Registrant o

Check the appropriate box:

o Preliminary Proxy Statement

o **Confidential, for Use of the Commission Only (as permitted by Rule 14a-6(e)(2))**

ý Definitive Proxy Statement

o Definitive Additional Materials

o Soliciting Material under §240.14a-12

SOLARWINDS, INC.

(Name of Registrant as Specified In Its Charter)

(Name of Person(s) Filing Proxy Statement, if other than the Registrant)

Payment of Filing Fee (Check the appropriate box):

o No fee required.

o Fee computed on table below per Exchange Act Rules 14a-6(i)(1) and 0-11.
(1) Title of each class of securities to which transaction applies:

(2) Aggregate number of securities to which transaction applies:

(3)

Per unit price or other underlying value of transaction computed pursuant to Exchange Act Rule 0-11 (set forth the amount on which the filing fee is calculated and state how it was determined):

(4) Proposed maximum aggregate value of transaction:

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ý Fee paid previously with preliminary materials.

o Check box if any part of the fee is offset as provided by Exchange Act Rule 0-11(a)(2) and identify the filing for which the offsetting fee was paid previously. Identify the previous filing by registration statement number, or the Form or Schedule and the date of its filing.

(1) Amount Previously Paid:

(2) Form, Schedule or Registration Statement No.:

(3) Filing Party:

(4) Date Filed:

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SolarWinds, Inc.

7171 Southwest Parkway, Building 400
Austin, Texas 78735

December 15, 2015

Dear Stockholder:

We cordially invite you to attend a Special Meeting of stockholders of SolarWinds, Inc. (the "Company" or "SolarWinds") to be held on January 8, 2016, at 8:30 a.m. CST, at 7171 Southwest Parkway, Building 400, Austin, Texas 78735.

At the Special Meeting you will be asked to consider and vote upon a proposal to adopt the Agreement and Plan of Merger (as it may be amended, supplemented or modified from time to time, the "Merger Agreement"), dated as of October 21, 2015, by and among the Company, Project Aurora Holdings, LLC, a Delaware corporation ("Parent"), and Project Aurora Merger Corp., a Delaware corporation, a wholly-owned subsidiary of Parent ("Merger Sub"). Pursuant to the Merger Agreement, Merger Sub will merge with and into the Company (the "Merger"), with the Company surviving as a wholly-owned subsidiary of Parent. Parent and Merger Sub are beneficially owned by Thoma Bravo Fund XI, L.P., a Delaware limited partnership ("Thoma Bravo"), and Silver Lake Partners IV, L.P., a Delaware limited partnership ("Silver Lake"). Thoma Bravo and Silver Lake are affiliated with Thoma Bravo, LLC, and Silver Lake Partners, respectively, each of which is a leading private equity firm focused on investments in software, data and technology-enabled companies and each of which is affiliated with Parent and Merger Sub. You also will be asked to consider and vote to approve, by non-binding, advisory vote, certain compensation arrangements for the Company's named executive officers in connection with the Merger.

If the Merger is completed, you will be entitled to receive $60.10 in cash, without interest thereon, less any applicable withholding taxes, for each share of our Common Stock, par value $0.001 per share (a "share"), owned by you (unless you have perfected and not withdrawn your appraisal rights with respect to such shares), which represents (i) an unaffected premium of approximately 43.5% to the closing price of our Common Stock on October 8, 2015, one day prior to our announcement that we were exploring strategic alternatives and the subsequent increase in trading price and volume of the Company shares, and (ii) a premium of approximately 19.7% to the closing price of our Common Stock on October 20, 2015, the last day of trading prior to the public announcement of the execution of the Merger Agreement.

The Company's board of directors, (the "Board," the "Board of Directors" or the "board of directors") has (i) determined that the Merger Agreement, the Merger and the other transactions contemplated by the Merger Agreement are fair to, and in the best interests of, the Company and its stockholders, (ii) approved and declared advisable the Merger Agreement, the Merger and the other transactions contemplated by the Merger Agreement and (iii) resolved to recommend that the Merger, the Merger Agreement and other transactions contemplated by the Merger Agreement be adopted by the Company's stockholders at a stockholders' meeting duly called and held for such purpose. Approval of the proposal to adopt the Merger Agreement requires the affirmative vote of holders of a majority of the outstanding shares of our Common Stock entitled to vote thereon. **The board of directors of the Company recommends that you vote "FOR" approval of the proposal to adopt the Merger Agreement, "FOR" approval of the proposal to adjourn the Special Meeting, if necessary or appropriate, to solicit additional proxies and "FOR" approval of the proposal to approve, by non-binding, advisory vote, certain compensation arrangements for the Company's named executive officers in connection with the Merger.**

Your vote is very important. Whether or not you plan to attend the Special Meeting, please complete, date, sign and return, as promptly as possible, the enclosed proxy card in the accompanying prepaid reply envelope, or submit your proxy by telephone or the Internet. If you attend the Special Meeting and vote in person, your vote by ballot will revoke any proxy previously submitted. **The failure**

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to vote will have the same effect as a vote "AGAINST" approval of the proposal to adopt the Merger Agreement.

If your shares of our Common Stock are held in "street name" by your bank, brokerage firm or other nominee, your bank, brokerage firm or other nominee will be unable to vote your shares of our Common Stock without instructions from you. You should instruct your bank, brokerage firm or other nominee to vote your shares of our Common Stock in accordance with the procedures provided by your bank, brokerage firm or other nominee. **The failure to instruct your bank, brokerage firm or other nominee to vote your shares of our Common Stock "FOR" approval of the proposal to adopt the Merger Agreement will have the same effect as voting "AGAINST" approval of the proposal to adopt the Merger Agreement.**

The accompanying proxy statement provides you with detailed information about the Special Meeting, the Merger Agreement and the Merger. A copy of the Merger Agreement is attached as **Annex A** to the proxy statement. We encourage you to read the entire proxy statement and its annexes, including the Merger Agreement, carefully. You may also obtain additional information about the Company from documents we have filed with the Securities and Exchange Commission (the "SEC").

If you have any questions or need assistance voting your shares of our Common Stock, please contact our proxy solicitor at:

D.F. King & Co., Inc.
48 Wall Street, 22nd Floor
New York, NY 10005
Telephone (Collect): (212) 269-5550
Telephone (Toll-Free): (877) 283-0321
Email: swi@dfking.com

Thank you in advance for your cooperation and continued support.

Sincerely,

/s/ Kevin B. Thompson
Kevin B. Thompson
Chief Executive Officer

The accompanying proxy statement and a proxy card are first being mailed on or about December 17, 2015, to our stockholders as of the close of business on December 14, 2015.

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SolarWinds, Inc.

7171 Southwest Parkway, Building 400
Austin, Texas 78735

NOTICE OF SPECIAL MEETING OF STOCKHOLDERS

December 15, 2015

DATE:	January 8, 2016
TIME:	8:30 a.m. CST
PLACE:	7171 Southwest Parkway, Building 400 Austin, Texas 78735
ITEMS OF BUSINESS:	1. To consider and vote on a proposal to adopt the Agreement and Plan of Merger, dated as of October 21, 2015, (as it may be amended, supplemented or modified from time to time, the "Merger Agreement"), by and among SolarWinds, Inc., Project Aurora Holdings, LLC, and Project Aurora Merger Corp. A copy of the Merger Agreement is attached as **Annex A** to the accompanying proxy statement. 2. To consider and vote on a proposal to adjourn the Special Meeting, if necessary or appropriate, to solicit additional proxies if there are insufficient votes at the time of the Special Meeting to approve the proposal to adopt the Merger Agreement. 3. To consider and vote on a proposal to approve, by non-binding, advisory vote, certain compensation arrangements for the Company's named executive officers in connection with the Merger. 4. To transact any other business that may properly come before the Special Meeting or any adjournment, postponement or other delay of the Special Meeting.
RECORD DATE:	Only stockholders of record at the close of business on December 14, 2015 are entitled to notice of, and to vote at, the Special Meeting. All stockholders of record as of that date are cordially invited to attend the Special Meeting in person.

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PROXY VOTING:	**Your vote is very important, regardless of the number of shares of Common Stock of the Company you own.** The Merger cannot be completed unless the Merger Agreement is adopted by the affirmative vote of the holders of a majority of the outstanding shares of the Company's Common Stock entitled to vote thereon. Even if you plan to attend the Special Meeting in person, we request that you complete, sign, date and return, as promptly as possible, the enclosed proxy card in the accompanying prepaid reply envelope or submit your proxy by telephone or the Internet prior to the Special Meeting to ensure that your shares of Common Stock of the Company will be represented at the Special Meeting if you are unable to attend. If you fail to return your proxy card or fail to submit your proxy by phone or the Internet, your shares of Common Stock of the Company will not be counted for purposes of determining whether a quorum is present at the Special Meeting and will have the same effect as a vote "**AGAINST**" approval of the proposal to adopt the Merger Agreement. If you are a stockholder of record, voting in person at the Special Meeting will revoke any proxy previously submitted. If you hold your shares of Common Stock of the Company through a bank, brokerage firm or other nominee, you should follow the procedures provided by your banker, brokerage firm or other nominee in order to vote.
RECOMMENDATION:	The board of directors has (i) determined that the Merger Agreement, the Merger and the other transactions contemplated by the Merger Agreement are fair to, and in the best interests of, the Company and its stockholders, (ii) approved and

declared advisable the Merger Agreement, the Merger and other transactions contemplated by the Merger Agreement and (iii) resolved to recommend that the Merger Agreement be adopted by the Company's stockholders at a stockholders' meeting duly called and held for such purpose. Approval of the proposal to adopt the Merger Agreement requires the affirmative vote of holders of a majority of the outstanding shares of our Common Stock entitled to vote thereon. **The board of directors of the Company recommends that you vote "FOR" approval of the proposal to adopt the Merger Agreement, "FOR" approval of the proposal to adjourn the Special Meeting, if necessary or appropriate, to solicit additional proxies and "FOR" approval of the proposal to approve, by non-binding, advisory vote, certain compensation arrangements for the Company's named executive officers in connection with the Merger.**

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ATTENDANCE:	Only stockholders of record, their duly authorized proxy holders, beneficial stockholders with proof of ownership and our guests may attend the Special Meeting. To gain admittance, you must present valid photo identification, such as a driver's license or passport. If your shares of Common Stock of the Company are held through a bank, brokerage firm or other nominee, please bring to the Special Meeting a copy of your brokerage statement evidencing your beneficial ownership of the Common Stock of the Company and valid photo identification. If you are the representative of a corporate or institutional stockholder, you must present valid photo identification along with proof that you are the representative of such stockholder. Please note that cameras, recording devices and other electronic devices will not be permitted at the Special Meeting.
APPRAISAL:	Stockholders of the Company who do not vote in favor of the proposal to adopt the Merger Agreement will have the right to seek appraisal of the fair value of their shares of Common Stock of the Company if they perfect and do not withdraw a demand for (or lose their right to) appraisal before the vote is taken on the Merger Agreement and comply with all the requirements of Delaware law, which are summarized in the accompanying proxy statement and reproduced in their entirety in **Annex B** to the accompanying proxy statement.

WHETHER OR NOT YOU PLAN TO ATTEND THE SPECIAL MEETING, PLEASE COMPLETE, DATE, SIGN AND RETURN, AS PROMPTLY AS POSSIBLE, THE ENCLOSED PROXY CARD IN THE ACCOMPANYING PREPAID REPLY ENVELOPE, OR SUBMIT YOUR PROXY BY TELEPHONE OR THE INTERNET. IF YOU ATTEND THE SPECIAL MEETING AND VOTE IN PERSON, YOUR VOTE BY BALLOT WILL REVOKE ANY PROXY PREVIOUSLY SUBMITTED.

By Order of the Board of Directors,

/s/ Jason Bliss
Jason Bliss
Secretary

December 15, 2015
Austin, Texas

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SUMMARY

The following summary highlights selected information in this proxy statement and may not contain all the information that may be important to you. Accordingly, we encourage you to read carefully this entire proxy statement, its annexes and the documents referred to in this proxy statement. You may obtain the information incorporated by reference in this proxy statement without charge by following the instructions under "Where You Can Find More Information."

Parties to the Merger

SolarWinds, Inc. (the "Company") is a Delaware corporation and is headquartered in Austin, Texas. The Company designs, develops, markets, sells and supports enterprise-class information technology, or IT, infrastructure management software to IT and DevOps professionals to manage on-premise, hybrid cloud and public cloud environments. The Company's Common Stock is listed on the New York Stock Exchange (the "NYSE") under the symbol "SWI."

Project Aurora Holdings, LLC ("Parent") is a Delaware corporation and was formed on October 15, 2015, solely for the purpose of engaging in the transactions contemplated by the Merger Agreement. Parent has not engaged in any business activities other than those incidental to its formation and in connection with the transactions contemplated by the Merger Agreement and arranging of the Equity Financing and Debt Financing in connection with the Merger.

Project Aurora Merger Corp. ("Merger Sub") is a Delaware corporation and a wholly-owned direct subsidiary of Parent and was formed on October 15, 2015, solely for the purpose of engaging in the transactions contemplated by the Merger Agreement. Merger Sub has not engaged in any business activities other than those incidental to its formation and in connection with the transactions contemplated by the Merger Agreement and arranging of the Equity Financing and Debt Financing in connection with the Merger.

Parent and Merger Sub are affiliated with Silver Lake and Thoma Bravo. In connection with the transactions contemplated by the Merger Agreement, (i) Silver Lake and Thoma Bravo have, in the aggregate, provided to Parent, equity commitments of up to $2.42 billion; and (ii) Merger Sub has obtained Debt Financing commitments from Goldman Sachs Lending Partners LLC, Credit Suisse AG, Credit Suisse Securities (USA) LLC, MIHI LLC, Macquarie Capital (USA) Inc., Nomura Securities International Inc., Broad Street Credit Holdings LLC, GSMP VI Offshore US Holdings, Ltd., GSMP VI Onshore US Holdings, Ltd. and certain affiliates of certain of the foregoing (collectively, the "Debt Financing Sources") for an aggregate amount of $2.205 billion, which will be available to fund a portion of the payments contemplated by the Merger Agreement (in each case, pursuant to the terms and conditions as described further under the caption "The Merger Financing of the Merger").

The Special Meeting

Time, Place and Purpose of the Special Meeting

The Special Meeting will be held on January 8, 2016, at 8:30 a.m. CST, at 7171 Southwest Parkway, Building 400, Austin, Texas 78735.

At the Special Meeting, holders of our Common Stock, par value $0.001 per share ("Common Stock," "common stock" or "Company Common Stock"), will be asked to approve the proposal to adopt the Merger Agreement, to approve the proposal to adjourn the Special Meeting, if necessary or appropriate, to solicit additional proxies if there are insufficient votes at the time of the Special Meeting to approve the proposal to adopt the Merger Agreement and to approve the proposal to approve, by non-binding, advisory vote, certain compensation arrangements for the Company's named executive officers in connection with the Merger.

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Record Date and Quorum

You are entitled to receive notice of, and to vote at, the Special Meeting if you owned shares of our Common Stock at the close of business on December 14, 2015, which the Company has set as the record date for the Special Meeting (the "Record Date"). You will have one vote for each share of our Common Stock that you owned on the Record Date. As of the Record Date, there were 71,884,336 shares of our Common Stock outstanding and entitled to vote at the Special Meeting. The presence at the Special Meeting, in person or represented by proxy, of the holders of a majority of the stock issued and outstanding and entitled to vote on the Record Date will constitute a quorum, permitting the conduct of business at the Special Meeting. Abstentions and broker non-votes (as described below) are counted as present for the purpose of determining whether a quorum is present.

Vote Required

Approval of the proposal to adopt the Merger Agreement requires the affirmative vote of the holders of a majority of the outstanding shares of our Common Stock entitled to vote thereon. Abstentions and broker non-votes will have the same effect as a vote "**AGAINST**" approval of the proposal to adopt the Merger Agreement.

The proposal to adjourn the Special Meeting, if necessary or appropriate, to solicit additional proxies requires the affirmative vote of the holders of a majority of the shares of our Common Stock present in person or represented by proxy and entitled to vote on the matter at the Special Meeting, whether or not a quorum is present. Abstentions will have the same effect as a vote "**AGAINST**" approval of this proposal. Broker non-votes are not counted for purposes of this proposal.

The proposal to approve, by non-binding, advisory vote, certain compensation arrangements for the Company's named executive officers in connection with the Merger, as described under "Proposal 3: Advisory Vote on Merger-Related Compensation for the Company's Named Executive Officers" beginning on page 87, requires the affirmative vote of holders of a majority of the shares of our Common Stock present, in person or represented by proxy, at the Special Meeting and entitled to vote on this proposal. The Company is providing stockholders with the opportunity to approve, on a non-binding, advisory basis, such Merger-related executive compensation in accordance with Section 14A of the Securities Exchange Act of 1934 (as amended) ("Exchange Act"). Abstentions will have the same effect as a vote "**AGAINST**" approval of this proposal. Broker non-votes are not counted for purposes of this proposal.

As of December 14, 2015, the Record Date, the directors and executive officers of the Company beneficially owned and were entitled to vote, in the aggregate, 367,612 shares of our Common Stock, representing 0.5 percent of the outstanding shares of our Common Stock. Our directors and executive officers have executed voting agreements obligating them to vote all of their shares of Common Stock "**FOR**" approval of the proposal to adopt the Merger Agreement and against any other acquisition proposal or acquisition transaction. In addition, we currently expect that the Company's directors and executive officers will vote all such shares of Common Stock "**FOR**" approval of the proposal to adjourn the Special Meeting, if necessary or appropriate, to solicit additional proxies and "**FOR**" approval of the proposal to approve, by non-binding, advisory vote, certain compensation arrangements for the Company's named executive officers in connection with the Merger.

Proxies and Revocation

Any stockholder of record entitled to vote at the Special Meeting may submit a proxy by telephone, over the Internet, by returning the enclosed proxy card in the accompanying prepaid reply envelope, or may vote in person by appearing at the Special Meeting. If your shares of our Common Stock are held in "street name" through a bank, brokerage firm or other nominee, you should instruct your bank, brokerage firm or other nominee on how to vote your shares of our Common Stock using the instructions provided by your bank, brokerage firm or other nominee. If you fail to submit a proxy

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or to vote in person at the Special Meeting, or do not provide your bank, brokerage firm or other nominee with instructions, as applicable, your shares of our Common Stock will not be voted on the proposal to adopt the Merger Agreement, which will have the same effect as a vote "**AGAINST**" approval of the proposal to adopt the Merger Agreement, and your shares of our Common Stock will not have an effect on the proposal to adjourn the Special Meeting or on the proposal to approve the Merger-related executive compensation.

You have the right to revoke a proxy, whether delivered over the Internet, by telephone or by mail, at any time before it is exercised, by voting again at a later date through any of the methods available to you, by giving written notice of revocation to our Secretary or by attending the Special Meeting and voting in person.

The Merger

Upon the terms and subject to the conditions of the Merger Agreement, if the Merger is completed, Merger Sub will merge with and into the Company. The Company will be the surviving corporation in the Merger (the "Surviving Corporation"), and will be the wholly-owned direct subsidiary of Parent and will continue to do business following the consummation of the merger. As a result of the Merger, the Company will cease to be a publicly traded company. In addition, our Common Stock will be delisted from the NYSE and deregistered under the Exchange Act, and we will no longer file periodic reports with the SEC. If the Merger is completed, you will not own any shares of the capital stock of the Surviving Corporation.

At the effective time of the Merger (the "Effective Time"), the certificate of incorporation and bylaws of the Surviving Corporation will be amended and restated as provided in the Merger Agreement. The directors and officers of the Surviving Corporation will, from and after the Effective Time, be the individuals who are the directors and officers of the Merger Sub immediately prior to the Effective Time.

Merger Consideration

In the Merger, each outstanding share of our Common Stock (other than shares held by the Company as treasury stock or owned by Parent, Merger Sub or any other direct or indirect wholly-owned subsidiary of Parent and shares of our Common Stock owned by the Company or any direct or indirect wholly-owned subsidiary of the Company and shares of our Common Stock owned by stockholders who have perfected and not withdrawn a demand for, or lost their right to, appraisal with respect to such shares of our Common Stock (collectively the "Excluded Shares")) will be converted into the right to receive an amount in cash equal to $60.10, without interest thereon (the "Per Share Merger Consideration"), less any applicable withholding taxes.

Recommendation of the Board of Directors

The board of directors has unanimously (i) determined that the Merger Agreement, the Merger and the other transactions contemplated by the Merger Agreement are fair to, and in the best interests of, the Company and its stockholders, (ii) approved and declared advisable the Merger Agreement, the Merger and the other transactions contemplated by the Merger Agreement and (iii) resolved to recommend that the Merger Agreement be adopted by the Company's stockholders at a stockholders' meeting duly called and held for such purpose. The board of directors made its determination after consultation with its legal and financial advisors and consideration of a number of factors. For some of the factors considered, see "The Merger Reasons for Recommendation."

In considering the recommendation of the board of directors with respect to the proposal to adopt the Merger Agreement, you should be aware that our directors and executive officers have interests in the Merger that may be different from, or in addition to, yours. The board of directors was aware of and considered these interests, among other matters, in evaluating the Merger and in recommending

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that the Merger Agreement be adopted by the stockholders of the Company. See under the heading "The Merger Interests of Certain Persons in the Merger."

The board of directors recommends that you vote "FOR" approval of the proposal to adopt the Merger Agreement, "FOR" approval of the proposal to adjourn the Special Meeting, if necessary or appropriate, to solicit additional proxies and "FOR" approval of the proposal to approve, by non-binding, advisory vote, certain compensation arrangements for the Company's named executive officers in connection with the Merger.

Opinion of J.P. Morgan Securities LLC

J.P. Morgan Securities LLC ("J.P. Morgan") was retained as financial advisor to the Company in connection with a potential transaction. We selected J.P. Morgan to act as our financial advisor based on J.P. Morgan's qualifications, expertise, reputation and knowledge of our business and affairs and the industry in which we operate. J.P. Morgan delivered its written opinion to the Board, dated October 21, 2015, to the effect that, as of such date and based upon and subject to the factors and assumptions set forth in its opinion, the consideration to be paid to the holders of Company Common Stock, other than Merger Sub (such holders other than Merger Sub, the "Holders"), in the proposed Merger was fair, from a financial point of view, to such Holders.

The full text of the written opinion of J.P. Morgan, dated October 21, 2015, which sets forth the assumptions made, matters considered and limits of the review undertaken, is attached as **Annex C** to this Proxy Statement and is incorporated into this Proxy Statement by reference. The summary of the opinion of J.P. Morgan set forth in this Proxy Statement is qualified in its entirety by reference to the full text of such opinion. The Company's stockholders are urged to read the opinion in its entirety. J.P. Morgan's written opinion was addressed to the Board (in its capacity as such) in connection with and for the purposes of its evaluation of the proposed Merger, was directed only to the consideration to be paid to the Holders in the proposed Merger and did not address any other aspect of the proposed Merger. J.P. Morgan expressed no opinion as to the fairness of any consideration paid in connection with the Merger to the holders of any other class of securities, creditors or other constituencies of the Company or as to the underlying decision by the Company to engage in the proposed Merger. The opinion does not constitute a recommendation to any stockholder of the Company as to how such stockholder should vote with respect to the proposed Merger or any other matter.

Financing of the Merger

We anticipate that the total funds needed by Parent and Merger Sub to:

- pay our stockholders and holders of equity awards the amounts due to them under the Merger Agreement; and
- pay related fees and expenses in connection with the Merger and associated transactions; and
- repay or refinance the outstanding indebtedness of the Company that will be payable as a result of the Merger will be approximately $4.7 billion.

We anticipate that the funds needed to pay the amounts described above will be obtained as follows:

- Equity Financing to be provided to Parent by Thoma Bravo or other parties to whom it assigns a portion of its commitment, in an aggregate amount of up to $1.21 billion;
- Equity Financing to be provided to Parent by Silver Lake or other parties to whom it assigns a portion of its commitment, in an aggregate amount of up to $1.21 billion;
- Debt Financing to Parent and Merger Sub in the form of a senior secured first lien term facility, a senior secured first lien revolving credit facility and senior secured second lien notes issued and sold in a private placement of up to $2.205 billion in the aggregate, on the terms and subject to the conditions set forth in the Debt Commitment Letter. The senior secured first

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term facility will be in an aggregate principal amount of $1.5 billion and is expected include a $1.25 billion US Dollar denominated first lien term loan facility and a $250 million US Dollar equivalent first lien term loan facility denominated in Euro. The senior secured first lien revolving credit facility will be in an aggregate principal amount of $125 million. Senior secured second lien notes in an aggregate principal amount of $580 million will be issued and sold in a private placement; and

cash of the Company expected to be on hand and available at the closing in an amount of approximately $150 million.

We believe the amounts committed under the Equity Commitment Letters and the Debt Commitment Letter, each as described below, will be sufficient to complete the Merger and pay related fees and expenses in connection with the Merger and associated transactions and repay or refinance the outstanding indebtedness of the Company that will be payable as a result of the Merger, but we cannot assure you of that. Those amounts may be insufficient if, among other things, Thoma Bravo and/or Silver Lake fail to purchase their respective committed amounts in breach of their respective Equity Commitment Letters, the commitment parties under the Debt Commitment Letter fail to fund the committed amounts in breach of such Debt Commitment Letter, the outstanding indebtedness of the Company at the closing of the Merger is greater than anticipated or the fees, expenses or other amounts required to be paid in connection with the Merger are greater than anticipated.

Equity Commitments

Parent has entered into two amended and restated letter agreements, each dated as of October 28, 2015 (each, an "Equity Commitment Letter" and collectively, the "Equity Commitment Letters"), which amended and restated those certain letter agreements dated October 21, 2015 with each of Thoma Bravo and Silver Lake, respectively (the "Initial Equity Commitment Letter" and collectively the "Initial Equity Commitment Letters"), pursuant to which Thoma Bravo and Silver Lake committed to capitalize Parent, at or immediately prior to the Effective Time of the Merger, with an aggregate common equity contribution in an amount of up to $2.42 billion ("Equity Financing"), subject to the terms and conditions set forth therein. Under certain circumstances, the Company is entitled to seek specific performance to cause Parent to draw down the full proceeds of the Equity Financing in connection with the consummation of the Merger pursuant to the terms and conditions of the Equity Commitment Letters and the Merger Agreement.

For more information regarding the equity commitments, see "The Merger Financing of the Merger Equity Commitments."

Debt Commitments

Parent and Merger Sub have entered into a second amended and restated letter agreement, dated as of October 30, 2015, with the debt commitment parties party thereto ("Debt Commitment Letter") pursuant to which the Debt Financing Sources have committed to provide Debt Financing to Parent and Merger Sub in the form of a senior secured first lien term facility and senior secured second lien notes issued and sold in a private placement of up to $2.08 billion in the aggregate, on the terms and subject to the conditions set forth in the Debt Commitment Letter. Certain of the Debt Financing Sources have also committed, on the terms and subject to the conditions set forth in the Debt Commitment Letter, to provide a $125 million senior secured first lien revolving credit facility. The Debt Commitment Letter amended and restated that certain amended and restated letter agreement, dated as of October 28, 2015 entered into by Parent, Merger Sub and the debt commitment parties thereto, which amended and restated that certain letter agreement, dated as of October 21, 2015 among the debt commitment parties thereto (the "Initial Debt Commitment Letter"). We refer to the aggregate amounts committed under the Debt Commitment Letter as the "Debt Financing." For more information regarding the debt commitments, see "The Merger Financing of the Merger Debt Commitments."

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Limited Guarantees

Pursuant to two Limited Guarantees, each dated October 21, 2015, delivered by each of Thoma Bravo and Silver Lake (each, a "Guarantor" and, collectively, the "Guarantors") in favor of the Company, (each, a "Limited Guaranty" and, collectively, the "Limited Guarantees"), each of the Guarantors has agreed to guarantee the due, prompt and complete payment to the Company of an amount equal to the Parent termination fee and certain indemnification and expense reimbursement obligations specified in the Merger Agreement, subject to an aggregate cap of $161.5 million for each Guarantor.

Interests of Certain Persons in the Merger

In considering the recommendation of the board of directors with respect to the proposed Merger, you should be aware that executive officers and directors of the Company may have certain interests in the Merger that may be different from, or in addition to, the interests of the Company's stockholders generally. The board of directors was aware of and considered these interests, among other matters, in evaluating the Merger and in recommending that the Merger Agreement be adopted by the stockholders of the Company. These interests include the following:

- the cancellation and cash out of in-the money stock options to acquire our Common Stock, whether vested or unvested;
- for our executive officers, a 50% acceleration of the unvested portion of restricted stock units ("RSUs") (other than RSUs issued or granted under our 2015 Performance Incentive Plan, or 2015 Plan) and the conversion of the remaining unvested RSUs into the right to receive cash following the Merger as the underlying vesting conditions of those RSUs are satisfied;
- for our non-employee directors, 100% acceleration of the unvested portion of outstanding RSUs;
- for our executive officers, certain severance and other separation benefits that may be payable upon termination of employment following the consummation of the Merger; and
- entitlement to continued indemnification and insurance coverage under the Merger Agreement.

For further information with respect to the arrangements between the Company and our directors and executive officers, see the information included under the headings "The Merger Interests of Certain Persons in the Merger" and "Advisory Vote on Merger-Related Compensation for the Company's Named Executive Officers."

Material U.S. Federal Income Tax Consequences of the Merger

The exchange of shares of our Common Stock for cash pursuant to the Merger generally will be a taxable transaction to U.S. holders for U.S. federal income tax purposes. Stockholders who are U.S. holders and who exchange their shares of our Common Stock in the Merger will generally recognize gain or loss in an amount equal to the difference, if any, between the cash payments made pursuant to the Merger and their adjusted tax basis in their shares of our Common Stock. Backup withholding may also apply to the cash payments made pursuant to the Merger unless the U.S. holder or other payee provides a taxpayer identification number, certifies that such number is correct and otherwise complies with the backup withholding rules. You should read "The Merger Material U.S. Federal Income Tax Consequences of the Merger" beginning on page 61 for a definition of "U.S. holder" and a more detailed discussion of the U.S. federal income tax consequences of the Merger. You should also consult your tax advisor for a complete analysis of the effect of the Merger on your federal, state and local and/or foreign taxes.

Regulatory Approvals

Under the terms of the Merger Agreement, the Merger cannot be completed until, following the submission of required filings with the relevant governmental authorities, (1) the waiting period

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applicable to the consummation of the Merger under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended ("HSR Act"), has expired or been terminated and (2) a decision has been received from the European Commission under Article 6(1)(b) of Council Regulation 139/2004 (the "EUMR") declaring the Merger compatible with the internal European Union market.

On October 30, 2015, the Company and Parent filed notification of the proposed Merger with the Federal Trade Commission, or the "FTC," and the Department of Justice, or the "DOJ," under the HSR Act. The waiting period for the notification filed under the HSR Act was terminated on November 12, 2015.

In addition, an appropriate filing was made with the European Commission on November 16, 2015, pursuant to the EUMR. On December 15, 2015, the European Commission adopted its decision clearing the transaction under European competition law.

Although we expect that all required regulatory clearances and approvals will be obtained, we cannot assure you that these regulatory clearances and approvals will be timely obtained or obtained at all or that the granting of these regulatory clearances and approvals will not involve the imposition of additional conditions on the completion of the Merger, including the requirement to divest assets, or require changes to the terms of the Merger Agreement. These conditions or changes could result in the conditions to the Merger not being satisfied on a timely basis or at all.

The Merger Agreement

Treatment of Equity

Common Stock. At the Effective Time of the Merger, each share of our Common Stock issued and outstanding immediately prior thereto (other than Excluded Shares) will be converted into the right to receive the Per Share Merger Consideration, without interest and less any applicable withholding taxes. Each share held by the Company as treasury stock or owned by Parent, Merger Sub or any other direct or indirect wholly-owned subsidiary of the Company or Parent shall be canceled and will not be entitled to any Merger consideration. Our Common Stock owned by stockholders who have perfected and not withdrawn a demand for, or lost the right to, appraisal under the General Corporation Law of the state of Delaware (the "DGCL") will instead be entitled to the appraisal rights provided under the DGCL as described under "Appraisal Rights" and such common stock will be canceled and cease to be outstanding.

Stock Options. At the Effective Time of the Merger, each outstanding option to acquire our Common Stock, whether vested or unvested, will be canceled and converted to the right to receive an amount in cash equal to the product of (1) the Per Share Merger Consideration minus the applicable exercise price and (2) the number of shares subject to such option, without interest and less any required withholdings or deductions.

Non-2015 Plan Restricted Stock Units. At the Effective Time of the Merger, any vesting conditions applicable to each outstanding RSU (other than the RSUs issued or granted under the 2015 Plan and RSUs held by certain of our management team members) will accelerate in full, and each RSU will be canceled, with the holder receiving a cash amount equal to the product of (1) the Per Share Merger Consideration and (2) the number of shares subject to such RSU, less any required withholdings or deductions. The payments in respect of such RSUs will be paid, without interest, as promptly as practicable, but in no event later than the date which is the later of (i) 5 business days following the Effective Time of the Merger and (ii) the date of the Company's first regularly scheduled payroll after the Effective Time.

Restricted Stock Units held by certain of our management team members. At the Effective Time of the Merger, the vesting of 50% of the unvested portion of the RSUs (other than RSUs issued or granted under the 2015 Plan) held by certain of our management team members, including all our executive officers, will accelerate. Such persons will be entitled to receive a cash amount

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equal to the product of (1) the Per Share Merger Consideration and (2) the number of shares subject to the vested RSUs after giving effect to the 50% acceleration, less any required withholdings or deductions. The payments in respect of such RSUs will be paid, without interest, as promptly as practicable, but in no event later than the date which is the later of (i) 5 business days following the Effective Time of the Merger and (ii) the date of the Company's first regularly scheduled payroll after the Effective Time.

At the Effective Time of the Merger, the remaining unvested RSUs held by such persons will be canceled and converted into a contingent right to receive a cash amount equal to the product of (1) the Per Share Merger Consideration and (2) the number of shares subject to such unvested RSUs, less any required withholdings or deductions, subject to the satisfaction of the original vesting conditions applicable to the underlying RSUs. The payments in respect of such RSUs will be paid, without interest, as promptly as practicable, but in no event later than the date which is the later of (i) 5 business days following the dates on which the vesting conditions are satisfied and (ii) the date of the Company's first regularly scheduled payroll after the dates on which the vesting conditions are satisfied.

2015 Plan Restricted Stock Units. At the Effective Time of the Merger, any unvested RSUs issued or granted under the 2015 Plan will not accelerate in full but instead will be canceled and converted into a contingent right to receive a cash amount equal to the product of (1) the Per Share Merger Consideration and (2) the number of shares subject to such RSUs, less any required withholdings or deductions, subject to the satisfaction of the vesting conditions applicable to the underlying RSUs as of the date of the Merger Agreement. The payments in respect of such RSUs will be paid, without interest, as promptly as practicable, but in no event later than the date which is the later of (i) 5 business days following the dates on which the vesting conditions are satisfied and (ii) the date of the Company's first regularly scheduled payroll after the dates on which the vesting conditions are satisfied.

No Solicitation or Negotiation of Takeover Proposals

Under the Merger Agreement neither the Company nor any of its subsidiaries nor any of their respective directors and officers may, and the Company will instruct and use its reasonable best efforts to cause its and its subsidiaries' other representatives not to, directly or indirectly:

initiate, solicit, propose or knowingly encourage or facilitate any inquiries or the making of any proposal or offer that constitutes, or would reasonably be expected to lead to, any acquisition proposal;

engage in, continue or otherwise participate in any discussions (other than informing any person of the non-solicitation provisions of the Merger Agreement) or negotiations regarding, or provide any non-public information or data to any person relating to, any acquisition proposal or any proposal or offer that would reasonably be expected to lead to an acquisition proposal;

otherwise knowingly facilitate any effort or attempt to make an acquisition proposal;

approve, endorse, recommend, or enter into any contract relating to an acquisition proposal (other than a permitted confidentiality agreement); or

grant any waiver, amendment or release under any standstill or confidentiality agreement.

Notwithstanding the restrictions described above, under certain circumstances, prior to the adoption of the Merger Agreement by our stockholders, the Company may provide information to, and engage or participate in negotiations or substantive discussions with, a person regarding an acquisition proposal if the board of directors determines in good faith after consultation with its financial advisor and its outside legal counsel that such proposal is a superior proposal or is reasonably likely to lead to a superior proposal and to not do so would be inconsistent with its fiduciary duties. For more information, see "The Merger Agreement No Solicitation or Negotiation of Takeover Proposals."

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Conditions to Completion of the Merger

The respective obligations of the Company, Parent and Merger Sub to consummate the Merger are subject to the satisfaction or waiver of certain customary conditions, including the adoption of the Merger Agreement by our stockholders, receipt of certain regulatory approvals, the absence of any legal prohibitions, the accuracy of the representations and warranties of the parties, compliance by the parties with their respective obligations under the Merger Agreement and the absence of a Company material adverse effect. See "The Merger Agreement No Change in Recommendation or Alternative Acquisition Agreement."

Termination of the Merger Agreement

The Merger Agreement may be terminated at any time prior to the Effective Time of the Merger, whether before or after the adoption of the Merger Agreement by the Company's stockholders, under the following circumstances:

by mutual written consent of the Company and Parent; or

by either Parent or the Company if:

- the Merger is not consummated on or before April 18, 2016 (the "Termination Date"); provided, however, that this right to terminate the Merger Agreement will not be available to any party if the failure of the Merger to be consummated on or before such date is attributable to the failure of such party to perform any of its obligations under the Merger Agreement (an "Outside Date Termination");

- the Company stockholders fail to adopt the Merger Agreement at the Company stockholders meeting or at any adjournment or postponement thereof (a "Stockholder No-Vote Termination");

- any order permanently restraining, enjoining or otherwise prohibiting consummation of the Merger becomes final and non-appealable (whether before or after the receipt of the requisite Company stockholder vote); or

by the Company if:

- at any time prior to the Effective Time, Parent or Merger Sub breaches any representation, warranty, covenant or agreement in the Merger Agreement, or any such representation or warranty has become inaccurate after the date of the Merger Agreement, such that certain corresponding conditions set forth in the Merger Agreement are not satisfied, and such breach is not capable of being cured, or is not cured, before the earlier of the Termination Date or the date that is 30 calendar days following the Company's delivery of written notice of such breach (provided that the Company may terminate before the end of the 30 calendar days if Parent or Merger Sub cease or fail to exercise and continue not to exercise commercially reasonable efforts to cure such breach or inaccuracy) ("Parent Breach Termination");

- in the event that certain of the conditions to closing have been satisfied or are capable of being satisfied at the closing, but Parent and Merger Sub have failed to consummate the Merger, and the Company has notified Parent that all of the Company's conditions to closing have been satisfied or that it is willing to waive any unsatisfied conditions, and Parent and Merger Sub fail to consummate the Merger (a "Failure to Close Termination"); or

- at any time prior to the time the requisite Company vote is obtained, if the Company board of directors authorizes the Company to enter into, and the Company so enters into, an alternative acquisition agreement with respect to a superior proposal and the Company pays to Parent the Company termination fee (a "Superior Proposal Termination"); or

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by Parent if:

at any time prior to the Effective Time, the Company breaches any representation, warranty, covenant or agreement in the Merger Agreement, or any such representation or warranty has become inaccurate after the date of the Merger Agreement, such that certain corresponding conditions set forth in the Merger Agreement are not satisfied, and such breach is not capable of being cured, or is not cured, before the earlier of the Termination Date or the date that is 30 calendar days following Parent's delivery of written notice of such breach (provided that Parent may terminate before the end of the 30 calendar days if the Company ceases or fails to exercise and continues not to exercise commercially reasonable efforts to cure such breach or inaccuracy) ("Company Breach Termination"); or

the Company board of directors has made and not withdrawn a change of recommendation, provided however that Parent's right to terminate under this provision will expire at 5:00 p.m. Central time on the 10th business day following the date on which such right to terminate first arose (a "Change in Recommendation Termination").

Termination Fees

The Company on the one hand and Parent on the other will each be required to pay a termination fee if the Merger Agreement is terminated under specified circumstances.

The Company must pay Parent a termination fee of $159 million (less any expenses previously paid to Parent by the Company) if:

Each of the following occurs:

Parent or the Company effects a Stockholder No-Vote Termination;

prior to the Company stockholder vote on the Merger Agreement, an offer or proposal to merge, consolidate or acquire at least 50% of the Company's stock or assets that was not publicly announced or known is publicly announced or becomes known and not withdrawn; and

within one year of the termination of the Merger Agreement the Company enters into an agreement for a transaction contemplated by such offer or proposal, then subsequently consummates such transaction; or

Parent effects a Change in Recommendation Termination; or

the Company effects a Superior Proposal Termination.

Parent must pay to the Company a termination fee of $318 million if:

the Company effects a Parent Breach Termination;

the Company effects a Failure to Close Termination; or

Parent effects an Outside Date Termination and the Company would have been entitled to effect a Failure to Close Termination or a Parent Breach Termination.

Expenses

The Company will be required to reimburse Parent for up to $5 million of its expenses associated with the transaction ("Parent Expenses") if Parent or the Company effects a Stockholder No-Vote Termination or Parent effects a Company Breach Termination in each case under circumstances in which the Company is not obligated to pay Parent a termination fee. The Company will also be required to reimburse Parent for up to $5 million of Parent Expenses if the Merger Agreement is terminated because an offer or proposal to merge, consolidate or acquire at least 15% of the Company's stock or assets is publicly announced and not withdrawn and Parent effects Company Breach Termination, provided that Parent and Merger Sub were not in material breach of their

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representations, warranties, covenants or agreements under the Merger Agreement at the time of such termination.

Specific Performance

In the event of a breach or threatened breach of any covenant or obligation in the Merger Agreement, subject to the immediately following paragraph, the non-breaching party will be entitled to an injunction, specific performance or other equitable relief to prevent any breaches or threatened breaches of the Merger Agreement or specifically enforce the terms of the Merger Agreement.

Notwithstanding the foregoing, the Company will be entitled to an injunction, specific performance or other equitable remedy in connection with enforcing Parent's obligation to cause the Equity Financing to be funded (and to exercise its third party beneficiary rights under the Equity Commitment Letters) and to consummate the Merger only in the event that (1) all conditions to Parent's and Merger Sub's obligations to close the Merger have been satisfied (other than those conditions that by their terms are to be satisfied at the closing, each of which must be able to be satisfied at the closing), (2) the Debt Financing has been funded or will be funded if the Equity Financing is funded at the closing and (3) the Company has irrevocably confirmed in writing to Parent if specific performance is granted and the Equity and Debt Financings are funded, then it will take such actions required under the Merger Agreement to cause the closing to occur.

Market Price of Common Stock

The closing price of our Common Stock on the NYSE on October 20, 2015, the last trading day prior to the public announcement of the execution of the Merger Agreement, was $50.20 per share of Common Stock. On December 14, 2015, the latest practicable trading date before this proxy statement was mailed to our stockholders, the closing price for our Common Stock on the NYSE was $57.07 per share of Common Stock, each share of which is entitled to one vote. You are encouraged to obtain current market quotations for our Common Stock in connection with voting your shares of Common Stock.

Appraisal Rights

Stockholders are entitled to appraisal rights under the DGCL in connection with the Merger. This means that you are entitled to have the fair value of your shares of our Common Stock determined by the Delaware Court of Chancery and to receive payment based on that valuation in lieu of the Merger consideration if you follow exactly the procedures specified under the DGCL. The ultimate amount you receive in an appraisal proceeding may be less than, equal to or more than the amount you would have received under the Merger Agreement.

To exercise your appraisal rights, you must submit a written demand for appraisal to the Company before the vote is taken on the Merger Agreement and you must not vote (either in person or by proxy) in favor of the proposal to adopt the Merger Agreement. Your failure to follow exactly the procedures specified under the DGCL may result in the loss of your appraisal rights. See "Appraisal Rights" beginning on page 91 and the text of the Delaware appraisal rights statute reproduced in its entirety as **Annex B** to this proxy statement. If you hold your shares of our Common Stock through a bank, brokerage firm or other nominee and you wish to exercise appraisal rights, you should consult with your bank, brokerage firm or other nominee to determine the appropriate procedures for the making of a demand for appraisal by your bank, brokerage firm or other nominee. In view of the complexity of the DGCL, stockholders who may wish to pursue appraisal rights should consult their legal and financial advisors promptly.

Delisting and Deregistration of Common Stock

If the Merger is completed, our Common Stock will be delisted from the NYSE and deregistered under the Exchange Act and we will no longer file periodic reports with the SEC on account of our Common Stock.

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QUESTIONS AND ANSWERS ABOUT THE SPECIAL MEETING AND THE MERGER

The following questions and answers are intended to address briefly some commonly asked questions regarding the Merger, the Merger Agreement and the Special Meeting. These questions and answers may not address all questions that may be important to you as a Company stockholder. Please refer to the "Summary" and the more detailed information contained elsewhere in this proxy statement, the annexes to this proxy statement and the documents referred to in this proxy statement, which you should read carefully and in their entirety. You may obtain the information incorporated by reference in this proxy statement without charge by following the instructions under "Where You Can Find More Information."

Q. **What is the proposed Merger transaction and what effects will it have on the Company?**

A. The proposed transaction is the acquisition of the Company by Parent pursuant to the Merger Agreement. If the proposal to adopt the Merger Agreement is approved by our stockholders and the other closing conditions under the Merger Agreement have been satisfied or waived, Merger Sub will merge with and into the Company, with the Company being the Surviving Corporation (the "Merger"). As a result of the Merger, the Company will become a subsidiary of Parent and will no longer be a publicly held corporation, and you, as a holder of our Common Stock, will no longer have any interest in our future earnings or growth. In addition, following the Merger, our Common Stock will be delisted from the NYSE and deregistered under the Exchange Act, and we will no longer file periodic reports with the SEC on account of our Common Stock.

Q. **What will I receive if the Merger is completed?**

A. Upon completion of the Merger, you will be entitled to receive the Per Share Merger Consideration of $60.10 in cash, without interest thereon, less any applicable withholding taxes, for each share of our Common Stock that you own, unless you have properly exercised and not withdrawn your appraisal rights under the DGCL with respect to such shares. For example, if you own 100 shares of our Common Stock, you will receive $6,010.00 in cash in exchange for your shares of our Common Stock, less any applicable withholding taxes. You will not own any shares of the capital stock in the Surviving Corporation. **Please do NOT return your stock certificate(s) with your proxy.**

Q. **How does the Per Share Merger Consideration compare to the market price of our Common Stock prior to announcement of the Merger?**

A. The Per Share Merger Consideration represents (i) an unaffected premium of approximately 43.5% to the closing price of our Common Stock on October 8, 2015, one day prior to our announcement that we were exploring strategic alternatives and the subsequent increase in trading price and volume of the Company shares, and (ii) a premium of approximately 19.7% to the closing price of our Common Stock on October 20, 2015, the last day of trading prior to the public announcement of the execution of the Merger Agreement.

Q. **How does the board of directors recommend that I vote?**

A. The board of directors recommends that our stockholders vote "**FOR**" approval of the proposal to adopt the Merger Agreement, "**FOR**" approval of the proposal to adjourn the Special Meeting, if necessary or appropriate, to solicit additional proxies and "**FOR**" approval of the proposal to approve, by non-binding, advisory vote, certain compensation arrangements for the Company's named executive officers in connection with the Merger.

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Q. **How will our directors and executive officers vote on the proposal to adopt the Merger Agreement?**

A. We currently expect that our directors and current executive officers will vote all of their shares of Company Common Stock in favor of the adoption of the Merger Agreement, as our directors and officers have executed voting agreements containing an obligation to do so. As of December 14, 2015, the Record Date for the Special Meeting, our directors and current executive officers owned, in the aggregate, 367,612 shares of our Common Stock, or collectively approximately 0.5 percent of the outstanding shares of Company common stock entitled to vote at the Special Meeting.

Q. **When do you expect the Merger to be completed?**

A. We are working toward completing the Merger as soon as possible. Assuming timely receipt of required regulatory approvals and satisfaction of other closing conditions, including approval by our stockholders of the proposal to adopt the Merger Agreement, we expect the Merger to be completed no later than the first calendar quarter of 2016.

Q. **What happens if the Merger is not completed?**

A. If the Merger Agreement is not adopted by the stockholders of the Company or if the Merger is not completed for any other reason, the stockholders of the Company will not receive any payment for their shares of our Common Stock in connection with the Merger. Instead, the Company will remain an independent public company and our Common Stock will continue to be listed and traded on the NYSE. Under specified circumstances, the Company may be required to pay to Parent, or be entitled to receive from Parent, a fee with respect to the termination of the Merger Agreement, or to reimburse Parent and its affiliates for their reasonable and documented out-of-pocket fees and expenses as described under "The Merger Agreement Termination Fees and Expenses."

Q. **What conditions must be satisfied to complete the Merger?**

A. Consummation of the Merger is subject to the satisfaction or waiver of specified closing conditions, including (i) the affirmative vote of holders of a majority of our outstanding shares of our Common Stock entitled to vote thereon, (ii) the waiting period to the consummation of the Merger under the HSR Act must have expired or been terminated, and regulatory approvals under the EUMR must have been obtained and (iii) other customary closing conditions, including (a) the absence of any legal prohibitions, (b) the accuracy of the representations and warranties of the parties, (c) compliance by the parties with their respective obligations under the Merger Agreement and (d) the absence of a Company material adverse effect.

For a more complete summary of the conditions that must be satisfied or waived prior to the completion of the Merger, see "The Merger Agreement Conditions to Completion of the Merger."

Although the obligation of Parent and Merger Sub to consummate the Merger is not subject to any financing condition, the Merger Agreement provides that, without Parent's agreement, the closing of the Merger will not occur earlier than the first business day after the expiration of a marketing period. For a more complete summary of the marketing period, see "The Merger Agreement Marketing Period."

Q. **Is the Merger expected to be taxable to me?**

A. Yes. The exchange of shares of our Common Stock for cash pursuant to the Merger generally will be a taxable transaction to U.S. holders (as defined in "The Merger Material U.S. Federal

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Income Tax Consequences of the Merger") for U.S. federal income tax purposes. If you are a U.S. holder and you exchange your shares of our Common Stock in the Merger for cash, you will generally recognize gain or loss in an amount equal to the difference, if any, between the amount of cash received with respect to such shares and your adjusted tax basis in such shares of our Common Stock. Backup withholding may also apply to the cash payments paid to a non-corporate U.S. holder pursuant to the Merger unless the U.S. holder or other payee provides a taxpayer identification number, certifies that such number is correct and otherwise complies with the backup withholding rules. You should read "The Merger Material U.S. Federal Income Tax Consequences of the Merger" for a more detailed discussion of the U.S. federal income tax consequences of the Merger. You should also consult your tax advisor for a complete analysis of the effect of the Merger on your federal, state and local and/or foreign taxes.

Q:

What will holders of Company equity-based awards receive in the Merger?

A:

At the Effective Time of the Merger:

Each outstanding option to acquire our Common Stock, whether vested or unvested, will be canceled and converted to the right to receive a cash amount equal to the product of (1) the Per Share Merger Consideration minus the applicable exercise price and (2) the number of shares subject to such option, less any required withholdings or deductions. Any option that has any exercise price which is greater than the Per Share Merger Consideration will terminate without consideration.

Any vesting conditions applicable to each outstanding RSU (other than the RSUs issued or granted under the 2015 Plan or RSUs held by certain of our management team members) will accelerate in full and each RSU will be canceled, with the holder receiving a cash amount equal to the product of (1) the Per Share Merger Consideration and (2) the number of shares subject to such RSU, less any required withholdings or deductions.

The vesting of 50% of the unvested portion of the RSUs (other than RSUs issued or granted under the 2015 Plan) held by certain of our management team members, including all our executive officers will accelerate. Such officers will be entitled to receive a cash amount equal to the product of (1) the Per Share Merger Consideration and (2) the number of shares subject to the vested RSUs after giving effect to the 50% acceleration, less any required withholdings or deductions. The remaining unvested RSUs held by such officers will be canceled and converted into a contingent right to receive a cash amount equal to the product of (1) the Per Share Merger Consideration and (2) the number of shares subject to such unvested RSUs, less any required withholdings or deductions, subject to the satisfaction of the original vesting conditions applicable to the underlying RSUs.

Any unvested RSUs issued or granted under the 2015 Plan will not accelerate in full but instead will be canceled and converted into a contingent right to receive a cash amount equal to the product of (1) the Per Share Merger Consideration and (2) the number of shares subject to such RSUs, less any required withholdings or deductions, subject to the holder of such RSUs being continuously employed with the Surviving Corporation until the date of satisfaction of the original vesting conditions applicable to the underlying RSUs.

Any payment to which a holder of options or RSUs may become entitled to receive will be paid through the Surviving Corporation's payroll systems as soon as reasonably practicable following the Effective Time of the Merger, but in no event later than the date which is the later of (i) 5 business days following the date on which the Merger has been consummated with respect to the options and vested RSUs and the date on which the vesting conditions are satisfied with respect to the RSUs that remain unvested at the Effective Time of the Merger and (ii) the date of the Company's first regularly scheduled payroll after the Effective Time with respect to the

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options and vested RSUs and the date of the Company's first regularly scheduled payroll after the date on which the vesting conditions are satisfied with respect to the RSUs that remain unvested at the Effective Time of the Merger. However, any payment in respect of an RSU that constitutes nonqualified deferred compensation subject to Section 409A of the tax code, will be paid at the earliest time permitted under the applicable plans that will not trigger interest or penalties under Section 409A.

Q.

Why am I receiving this proxy statement and proxy card or voting instruction form?

A.

You are receiving this proxy statement and proxy card or voting instruction form because you own shares of the Company's Common Stock. This proxy statement describes matters on which we urge you to vote and is intended to assist you in deciding how to vote your shares of our Common Stock with respect to such matters.

Q.

When and where is the Special Meeting?

A.

The Special Meeting of stockholders of the Company will be held on January 8, 2016, at 8:30 a.m. CST, at 7171 Southwest Parkway, Building 400, Austin, Texas 78735.

Q.

What am I being asked to vote on at the Special Meeting?

A.

You are being asked to consider and vote on a proposal to adopt the Merger Agreement that provides for the acquisition of the Company by Parent, to approve a proposal to adjourn the Special Meeting, if necessary or appropriate, to solicit additional proxies if there are insufficient votes at the time of the Special Meeting to approve the proposal to adopt the Merger Agreement and to approve a proposal to approve, by non-binding, advisory vote, certain compensation arrangements for the Company's named executive officers in connection with the Merger.

Q.

Why am I being asked to consider and vote on a proposal to approve, by non-binding, advisory vote, certain compensation arrangements for the Company's named executive officers in connection with the Merger?

A.

Under SEC rules, we are required to seek a non-binding, advisory vote with respect to the compensation that may be paid or become payable to our named executive officers that is based on or otherwise relates to the Merger, or "golden parachute" compensation.

Q.

What will happen if the Company's stockholders do not approve the golden parachute compensation?

A.

Approval of the compensation that may be paid or become payable to the Company's named executive officers that is based on or otherwise relates to the Merger is not a condition to completion of the Merger. The vote is an advisory vote and will not be binding on the Company or the Surviving Corporation in the Merger. Therefore, if the Merger Agreement is adopted by the Company's stockholders and the Merger is completed, this compensation, including amounts that the Company is contractually obligated to pay, may be paid or become payable regardless of the outcome of the advisory vote.

Q.

What vote is required for the Company's stockholders to approve the proposal to adopt the Merger Agreement?

A.

The adoption of the Merger Agreement requires the affirmative vote of the holders of a majority of the outstanding shares of our Common Stock entitled to vote thereon.

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Because the affirmative vote required to approve the proposal to adopt the Merger Agreement is based upon the total number of outstanding shares of our Common Stock, if you fail to submit a proxy or vote in person at the Special Meeting, or abstain, or you do not provide your bank, brokerage firm or other nominee with instructions, as applicable, this will have the same effect as a vote "**AGAINST**" approval of the proposal to adopt the Merger Agreement.

As of close of business on the Record Date, there were 71,884,336 outstanding shares of Company Common Stock.

Q.

What vote of our stockholders is required to approve the proposal to adjourn the Special Meeting, if necessary or appropriate, to solicit additional proxies?

A.

Approval of the proposal to adjourn the Special Meeting, if necessary or appropriate, for the purpose of soliciting additional proxies requires the affirmative vote of the holders of a majority of the shares of our Common Stock present in person or represented by proxy and entitled to vote on the matter at the Special Meeting, whether or not a quorum is present.

Abstaining will have the same effect as a vote "**AGAINST**" approval of the proposal to adjourn the Special Meeting, if necessary or appropriate, for the purpose of soliciting additional proxies. If you fail to submit a proxy or to vote in person at the Special Meeting or if your shares of our Common Stock are held through a bank, brokerage firm or other nominee and you do not instruct your bank, brokerage firm or other nominee to vote your shares of our Common Stock, your shares of our Common Stock will not be voted, but this will not have an effect on the proposal to adjourn the Special Meeting.

Q.

What vote of our stockholders is required to approve the proposal to approve, by non-binding, advisory vote, certain compensation arrangements for the Company's named executive officers in connection with the Merger?

A.

Approving the Merger-related executive compensation requires the affirmative vote of holders of a majority of the shares of our Common Stock present, in person or represented by proxy, at the Special Meeting and entitled to vote on the proposal to approve such Merger-related compensation.

Accordingly, abstentions will have the same effect as a vote "**AGAINST**" the proposal to approve the Merger-related executive compensation, while broker non-votes and shares not in attendance at the Special Meeting will have no effect on the outcome of any vote to approve the Merger-related executive compensation.

Q.

Do any of the Company's directors or officers have interests in the Merger that may differ from or be in addition to my interests as a stockholder?

A.

Yes. In considering the recommendation of the board of directors with respect to the proposal to adopt the Merger Agreement, you should be aware that our directors and executive officers have interests in the Merger that may be different from, or in addition to, yours. The board of directors was aware of and considered these interests, among other matters, in evaluating the Merger and in recommending that the Merger Agreement be adopted by the stockholders of the Company. See "The Merger Interests of Certain Persons in the Merger" and "Advisory Vote on Merger-Related Compensation for the Company's Named Executive Officers."

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Q. **What is the difference between holding shares as a stockholder of record and as a beneficial owner?**

A. If your shares are registered directly in your name with our transfer agent, American Stock Transfer and Trust Company, LLC, you are considered the stockholder of record with respect to those shares. As the stockholder of record, you have the right to vote, grant your voting directly to the Company or to a third party or to vote in person at the meeting.

If your shares are held by a bank, broker, trustee or nominee, you are considered the beneficial owner of shares held in "street name," and your bank or broker is considered the stockholder of record with respect to those shares. Your bank, broker, trustee or nominee will send you, as the beneficial owner, a package describing the procedure for voting your shares. You should follow the instructions provided by them to vote your shares. You are invited to attend the Special Meeting; however, you may not vote these shares in person at the meeting unless you obtain a "legal proxy" from your bank, broker, trustee or nominee that holds your shares, giving you the right to vote the shares at the meeting.

Q. **If my shares of Common Stock are held in "street name" by my bank, brokerage firm or other nominee, will my bank, brokerage firm or other nominee vote my shares of Common Stock for me?**

A. Your bank, brokerage firm or other nominee will only be permitted to vote your shares of our Common Stock if you instruct your bank, brokerage firm or other nominee how to vote. You should follow the procedures provided by your bank, brokerage firm or other nominee regarding the voting of your shares of our Common Stock. Under the rules of the NYSE, banks, brokerage firms or other nominees who hold shares in street name for customers have the authority to vote on "routine" proposals when they have not received instructions from beneficial owners. However, banks, brokerage firms and other nominees are precluded from exercising their voting discretion with respect to approving non-routine matters, such as the proposal to adopt the Merger Agreement, and, as a result, absent specific instructions from the beneficial owner of such shares of our Common Stock, banks, brokerage firms or other nominees are not empowered to vote those shares of our Common Stock on non-routine matters. If you do not instruct your bank, brokerage firm or other nominee to vote your shares of our Common Stock, your shares of our Common Stock will not be voted ("broker non-votes") and the effect will be the same as a vote "**AGAINST**" approval of the proposal to adopt the Merger Agreement, and your shares of our Common Stock will not have an effect on the proposal to adjourn the Special Meeting or on the proposal to approve the Merger-related executive compensation.

Q. **Who can vote at the Special Meeting?**

A. All of the holders of record of our Common Stock as of the close of business on December 14, 2015, the Record Date for the Special Meeting, are entitled to receive notice of, and to vote at, the Special Meeting. Each holder of our Common Stock is entitled to cast one vote on each matter properly brought before the Special Meeting for each share of our Common Stock that such holder owned as of the Record Date.

Q. **How many votes do I have?**

A. You are entitled to one vote for each share of our Common Stock held of record as of the Record Date, December 14, 2015. As of close of business on the Record Date, there were 71,884,336 outstanding shares of our Common Stock.

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Q. **What is a quorum?**

A. The presence at the Special Meeting, in person or represented by proxy, of the holders of a majority of the stock issued and outstanding and entitled to vote on the Record Date will constitute a quorum, permitting the conduct of business at the Special Meeting. Abstentions and broker non-votes are counted as present for the purpose of determining whether a quorum is present.

Q. **How do I vote?**

A. *Stockholder of Record.* If you are a stockholder of record, you may have your shares of our Common Stock voted on matters presented at the Special Meeting in any of the following ways:

by proxy stockholders of record have a choice of voting by proxy;

by telephone or over the Internet, by accessing the telephone number or website specified on the enclosed proxy card. The control number provided on your proxy card is designed to verify your identity when voting by telephone or by Internet. Please be aware that if you vote over the Internet, you may incur costs such as telephone and Internet access charges for which you will be responsible;

by signing, dating and returning the enclosed proxy card in the accompanying prepaid reply envelope; or

in person you may attend the Special Meeting and cast your vote there.

Beneficial Owner. If you are a beneficial owner, please refer to the instructions provided by your bank, brokerage firm or other nominee to see which of the above choices are available to you. Please note that if you are a beneficial owner and wish to vote in person at the Special Meeting, you must provide a legal proxy from your bank, brokerage firm or other nominee at the Special Meeting.

Q. **How can I change or revoke my vote?**

A. You have the right to revoke a proxy before it is voted by submitting a new proxy card with a later date or subsequently voting via telephone or the Internet. Record holders may also revoke their proxy by voting in person at the Special Meeting or by notifying the Company's Secretary in writing at: SolarWinds, Inc., Attention: Secretary, 7171 Southwest Parkway, Building 400, Austin, Texas 78735.

Q. **What is a proxy?**

A. A proxy is your legal designation of another person, referred to as a "proxy," to vote your shares of our Common Stock. The written document describing the matters to be considered and voted on at the Special Meeting is called a "proxy statement." The document used to designate a proxy to vote your shares of our Common Stock is called a "proxy card."

Q. **If a stockholder gives a proxy, how are the shares of Common Stock voted?**

A. Regardless of the method you choose to vote, the individuals named on the enclosed proxy card will vote your shares of our Common Stock in the way that you indicate. When completing the Internet or telephone processes or the proxy card, you may specify whether your shares of our Common Stock should be voted for or against or to abstain from voting on all, some or none of the specific items of

business to come before the Special Meeting.

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If you properly sign your proxy card but do not mark the boxes showing how your shares should be voted on a matter, the shares represented by your properly signed proxy will be voted "FOR" approval of the proposal to adopt the Merger Agreement, "FOR" approval of the proposal to adjourn the Special Meeting, if necessary or appropriate, to solicit additional proxies and "FOR" approval of the proposal to approve, by non-binding, advisory vote, certain compensation arrangements for the Company's named executive officers in connection with the Merger.

Q.

How are votes counted?

A.

For the proposal to adopt the Merger Agreement, you may vote "**FOR**," "**AGAINST**" or "**ABSTAIN**." Abstentions and broker non-votes will have the same effect as votes "**AGAINST**" approval of the proposal to adopt the Merger Agreement.

For the proposal to adjourn the Special Meeting, if necessary or appropriate, you may vote "**FOR**," "**AGAINST**" or "**ABSTAIN**." Abstentions will have the same effect as if you voted "**AGAINST**" approval of the proposal, but broker non-votes will not have an effect on the proposal.

For the proposal to approve the Merger-related executive compensation, you may vote "**FOR**," "**AGAINST**" or "**ABSTAIN**." Abstentions will have the same effect as if you voted "**AGAINST**" approval of the proposal, but broker non-votes will not have an effect on the proposal.

Q.

What do I do if I receive more than one proxy or set of voting instructions?

A.

If you hold shares of our Common Stock in "street name" and also directly as a record holder or otherwise, you may receive more than one proxy and/or set of voting instructions relating to the Special Meeting. Please vote each proxy or voting instruction card in accordance with the instructions provided in this proxy statement in order to ensure that all of your shares of our Common Stock are voted.

Q.

What happens if I sell my shares of Common Stock after the Record Date but before the Special Meeting?

A.

The Record Date for stockholders entitled to vote at the Special Meeting is earlier than both the date of the Special Meeting and the consummation of the Merger. If you transfer your shares of our Common Stock after the Record Date but before the Special Meeting, unless special arrangements (such as provision of a proxy) are made between you and the person to whom you transfer your shares and each of you notifies the Company in writing of such special arrangements, you will retain your right to vote such shares at the Special Meeting but will transfer the right to receive the Per Share Merger Consideration to the person to whom you transfer your shares.

Q.

What happens if I sell my shares of Common Stock after the Special Meeting but before the Effective Time of the Merger?

A.

If you transfer your shares after the Special Meeting but before the Effective Time of the Merger, you will have transferred the right to receive the Per Share Merger Consideration to the person to whom you transfer your shares. In order to receive the Per Share Merger Consideration, you must hold your shares of Common Stock through completion of the Merger.

Q.

Who will solicit and pay the cost of soliciting proxies?

A.

The Company has engaged D.F. King & Co., Inc. ("D.F. King") to assist in the solicitation of proxies for the Special Meeting. The Company estimates that it will pay D.F. King a fee of $10,000. The Company has also agreed to reimburse D.F. King for, pay directly, or, where

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requested in special situations, advance sufficient funds for the payment of, certain fees, costs and expenses and will also indemnify D.F. King, its affiliates and their respective stockholders, officers, directors, employees, agents and other representatives and controlling persons against certain losses, claims, damages, liabilities and expenses. The Company may also reimburse banks, brokers or their agents for certain expenses in forwarding proxy materials to beneficial owners of our Common Stock. Our directors, officers and employees may also solicit proxies by telephone, by facsimile, by mail, on the Internet or in person. They will not be paid any additional amounts for soliciting proxies.

Q.

What do I need to do now?

A.

Even if you plan to attend the Special Meeting, after carefully reading and considering the information contained in this proxy statement, please vote promptly to ensure that your shares are represented at the Special Meeting. If you hold your shares of our Common Stock in your own name as the stockholder of record, you may submit a proxy to have your shares of our Common Stock voted at the Special Meeting in one of three ways: (i) completing, signing, dating and returning the enclosed proxy card in the accompanying prepaid reply envelope; (ii) calling toll-free at the telephone number indicated on the enclosed proxy card; or (iii) using the Internet in accordance with the instructions set forth on the enclosed proxy card. If you decide to attend the Special Meeting and vote in person, your vote by ballot will revoke any proxy previously submitted. If you are a beneficial owner, please refer to the instructions provided by your bank, brokerage firm or other nominee to see which of the above choices are available to you.

Q.

Should I send in my stock certificates now?

A.

No. If the proposal to adopt the Merger Agreement is approved, you will be sent a letter of transmittal after the completion of the Merger describing how you may exchange your shares of our Common Stock for the Per Share Merger Consideration. If your shares of our Common Stock are held in "street name" through a bank, brokerage firm or other nominee, you will receive instructions from your bank, brokerage firm or other nominee as to how to effect the surrender of your "street name" shares of our Common Stock in exchange for the Per Share Merger Consideration. **Please do NOT return your stock certificate(s) with your proxy.**

Q.

Am I entitled to exercise appraisal rights under the DGCL instead of receiving the Per Share Merger Consideration for my shares of Common Stock?

A.

Yes. As a holder of our Common Stock, you are entitled to exercise appraisal rights under the DGCL in connection with the Merger if you take certain actions and meet certain conditions, including that you do not vote (in person or by proxy) in favor of adoption of the Merger Agreement. See "Appraisal Rights" beginning on page 91. For the full text of Section 262 of the DGCL, please see **Annex B** hereto.

Q.

What is householding and how does it affect me?

A.

The SEC permits companies to send a single set of certain disclosure documents to any household at which two or more stockholders reside, unless contrary instructions have been received, but only if the company provides advance notice and follows certain procedures. In such cases, each stockholder continues to receive a separate notice of the meeting and proxy card. This householding process reduces the volume of duplicate information and reduces printing and mailing expenses. We have not instituted householding for stockholders of record; however, certain brokerage firms may have instituted householding for beneficial owners of Company Common Stock held through brokerage firms. If your family has multiple accounts holding Company Common Stock, you may have already received householding notification from your broker. Please

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contact your broker directly if you have any questions or require additional copies of this proxy statement. The broker will arrange for delivery of a separate copy of this proxy statement promptly upon your written or oral request. You may decide at any time to revoke your decision to household, and thereby receive multiple copies.

Q.

Who can help answer any other questions I might have?

A.

If you have additional questions about the Merger, need assistance in submitting your proxy or voting your shares of our Common Stock, or need additional copies of the proxy statement or the enclosed proxy card, please contact D.F. King, our proxy solicitor, by calling toll-free at (877) 283-0321 or via email at swi@dfking.com.

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CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

This proxy statement, and the documents to which we refer you in this proxy statement, as well as oral statements made or to be made by us, contain assumptions, expectations, projections, intentions or beliefs about future events that are intended to be "forward-looking statements." All statements included or incorporated by reference in this proxy statement, other than statements that are historical facts, are forward-looking statements. The words "believe," "expect," "should" and similar expressions are intended to identify forward-looking statements. Forward-looking statements are estimates and projections reflecting management's reasonable judgment based on currently available information and using numerous assumptions and involve a number of risks and uncertainties that could cause actual results to differ materially from those suggested by the forward-looking statements. These risks and uncertainties include, but are not limited to, all statements relating directly or indirectly to the timing or likelihood of completing the Merger, plans for future growth, changes in the business and other business development activities as well as capital expenditures, financing sources and the effects of regulation and competition and all other statements regarding our intent, plans, beliefs or expectations or those of our directors or officers. These risks and uncertainties include, but are not limited to, the risks detailed in our filings with the SEC, including our most recent filing on Forms 10-K and 10-Q, factors and matters contained or incorporated by reference in this document, and the following factors:

- the occurrence of any event, change or other circumstances that could give rise to the termination of the Merger Agreement, including a termination of the Merger Agreement under circumstances that could require us to pay a termination fee;
- the failure of Parent to obtain the necessary Equity Financing set forth in the Equity Commitment Letters received in connection with the Merger Agreement or the failure of that financing to be sufficient to complete the Merger and the transactions contemplated thereby;
- the failure of any of the parties to the transactions contemplated by the Merger Agreement to obtain the necessary Debt Financing set forth in the Debt Commitment Letter received in connection with the Merger Agreement or the failure of that financing to be sufficient to complete the Merger and the transactions contemplated thereby;
- the risk that the Merger Agreement may be terminated in circumstances that require us to pay Parent a termination fee of $159 million;
- the inability to complete the Merger due to the failure to obtain stockholder approval or the failure to satisfy other conditions to completion of the Merger, including receipt of required regulatory approvals from various domestic and foreign governmental entities;
- the failure of the Merger to close for any other reason;
- the fact that receipt of the all-cash Per Share Merger Consideration would be taxable to stockholders that are treated as U.S. holders for U.S. federal income tax purposes;
- the outcome of any legal proceedings that may be instituted against the Company and/or others relating to the Merger Agreement;
- risks that the proposed transaction disrupts current plans and operations and the potential difficulties in retention of executive management and other key employees as a result of the Merger;
- diversion of management's attention from ongoing business concerns;

limitations placed on our ability to operate the business by the Merger Agreement;

the effect of the announcement of the Merger on our business relationships, operating results and business generally; and

the amount of any costs, fees, expenses, impairments and charges related to the Merger.

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The Company believes these forward-looking statements are reasonable; however, you should not place undue reliance on forward-looking statements, which are based on current expectations and speak only as of the date of this report. Any or all of the Company's forward-looking statements may turn out to be wrong. They can be affected by inaccurate assumptions or by known or unknown risks, uncertainties and other factors, many of which are beyond the Company's control.

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PARTIES TO THE MERGER

The Company

SolarWinds, Inc.
7171 Southwest Parkway, Building 400
Austin, Texas 78735

The Company designs, develops, markets, sells and supports enterprise-class information technology, or IT, infrastructure management software to IT and DevOps professionals to manage on-premise, hybrid cloud and public cloud environments. Our product offerings range from individual software tools to more comprehensive software products that solve problems encountered every day by IT and DevOps professionals and help them to efficiently and effectively manage their network, systems, application and website infrastructures. We are committed to offering products that are easy to find, easy to buy, easy to use and easy to maintain, while providing the power to address any IT management problem at any scale. Our customers include small- and mid-size businesses, large enterprises, managed service providers and local, state and federal government entities.

For more information about the Company, please visit our website at www.solarwinds.com. Our website address is provided as an inactive textual reference only. The information contained on our website is not incorporated into, and does not form a part of, this proxy statement or any other report or document on file with or furnished to the SEC. See also "Where You Can Find More Information."

The Company's Common Stock is listed on the NYSE under the symbol "SWI."

Parent

Project Aurora Holdings, LLC
c/o Thoma Bravo, LLC
600 Montgomery Street, 20th Floor
San Francisco, CA 94111

Parent was formed on October 15, 2015, solely for the purpose of engaging in the transactions contemplated by the Merger Agreement and has not engaged in any business activities other than those incidental to its formation and in connection with the transactions contemplated by the Merger Agreement and arranging of the Equity Financing and Debt Financing in connection with the Merger.

Merger Sub

Project Aurora Merger Corp.
c/o Thoma Bravo, LLC
600 Montgomery Street, 20th Floor
San Francisco, CA 94111

Merger Sub is a wholly-owned direct subsidiary of Parent and was formed on October 15, 2015, solely for the purpose of engaging in the transactions contemplated by the Merger Agreement and has not engaged in any business activities other than those incidental to its formation and in connection with the transactions contemplated by the Merger Agreement and arranging of the Equity Financing and Debt Financing in connection with the Merger.

Parent and Merger Sub are affiliated with Thoma Bravo and Silver Lake. In connection with the transactions contemplated by the Merger Agreement, Thoma Bravo and Silver Lake have, in the aggregate, provided to Parent, equity commitments of up to $2.42 billion.

Thoma Bravo, LLC, which is affiliated with Thoma Bravo, is a leading private equity investment firm building on a 30+ year history of providing equity and strategic support to experienced management teams and growing companies.

Silver Lake Partners is the global leader in technology investing, with over $26 billion in combined assets under management and committed capital.

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THE SPECIAL MEETING

Time, Place and Purpose of the Special Meeting

This proxy statement is being furnished to our stockholders as part of the solicitation of proxies for use at the Special Meeting to be held on January 8, 2016, at 8:30 a.m. CST, at 7171 Southwest Parkway, Building 400, Austin, Texas 78735, or at any postponement or adjournment thereof. At the Special Meeting, holders of our Common Stock will be asked to approve the proposal to adopt the Merger Agreement, to approve the proposal to adjourn the Special Meeting, if necessary or appropriate, for the purpose of soliciting additional proxies if there are insufficient votes at the time of the Special Meeting to approve the proposal to adopt the Merger Agreement and to approve the proposal to approve, by non-binding, advisory vote, certain compensation arrangements for the Company's named executive officers in connection with the Merger.

Our stockholders must approve the proposal to adopt the Merger Agreement in order for the Merger to occur. If our stockholders fail to approve the proposal to adopt the Merger Agreement, the Merger will not occur. A copy of the Merger Agreement is attached as **Annex A** to this proxy statement, which we encourage you to read carefully and in its entirety.

Record Date and Quorum

We have fixed the close of business on December 14, 2015 as the Record Date for the Special Meeting, and only holders of record of our Common Stock on the Record Date are entitled to vote at the Special Meeting. You are entitled to receive notice of, and to vote at, the Special Meeting if you owned shares of our Common Stock at the close of business on the Record Date. On the Record Date, there were 71,884,336 shares of our Common Stock outstanding and entitled to vote. You will have one vote on all matters properly coming before the Special Meeting for each share of our Common Stock that you owned on the Record Date.

The presence at the Special Meeting, in person or represented by proxy, of the holders of a majority of the stock issued and outstanding and entitled to vote on the Record Date will constitute a quorum, permitting the conduct of business at the Special Meeting. Shares of our Common Stock represented at the Special Meeting but not voted, including shares of our Common Stock for which a stockholder directs an "abstention" from voting, will be counted for purposes of establishing a quorum. Broker non-votes will also be counted for purposes of establishing a quorum. A quorum is necessary to transact business at the Special Meeting. Once a share is represented at the Special Meeting, it will be counted for the purpose of determining a quorum at the Special Meeting and any adjournment of the Special Meeting. In the event that a quorum is not present at the Special Meeting, it is expected that the Special Meeting will be adjourned. If we adjourn the Special Meeting for more than 30 days, or if after adjournment a new Record Date is set, a notice of the adjourned meeting will be given to each stockholder of record entitled to vote at the Special Meeting in accordance with our bylaws.

Attendance

Only stockholders of record, their duly authorized proxy holders, beneficial stockholders with proof of ownership and our guests may attend the Special Meeting. To gain admittance, you must present valid photo identification, such as a driver's license or passport. If your shares of Common Stock of the Company are held through a bank, brokerage firm or other nominee, please bring to the Special Meeting a copy of your brokerage statement evidencing your beneficial ownership of the Common Stock of the Company and valid photo identification. If you are the representative of a corporate or institutional stockholder, you must present valid photo identification along with proof that you are the representative of such stockholder. Please note that cameras, recording devices and other electronic devices will not be permitted at the Special Meeting.

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Vote Required

Approval of the proposal to adopt the Merger Agreement requires the affirmative vote of the holders of a majority of the outstanding shares of our Common Stock entitled to vote thereon. For the proposal to adopt the Merger Agreement, you may vote "**FOR**," "**AGAINST**" or "**ABSTAIN**." Abstentions, if any, will be included in the calculation of the number of shares of Common Stock represented at the Special Meeting for purposes of determining whether a quorum has been achieved, but will be counted as a vote against the proposed Merger. **If you fail to submit a proxy or to vote in person at the Special Meeting, or abstain, it will have the same effect as a vote "AGAINST" approval of the proposal to adopt the Merger Agreement.**

If your shares of our Common Stock are registered directly in your name with our transfer agent, American Stock Transfer and Trust Company, LLC, you are considered, with respect to those shares of our Common Stock, the "stockholder of record." This proxy statement and proxy card have been sent directly to you by the Company.

If your shares of our Common Stock are held through a bank, brokerage firm or other nominee, you are considered the "beneficial owner" of shares of our Common Stock held in street name. In that case, this proxy statement has been forwarded to you by your bank, brokerage firm or other nominee who is considered, with respect to those shares of our Common Stock, the stockholder of record. As the beneficial owner, you have the right to direct your bank, brokerage firm or other nominee how to vote your shares by following their instructions for voting.

Under the rules of the NYSE, banks, brokerage firms or other nominees who hold shares in street name for customers have the authority to vote on "routine" proposals when they have not received instructions from beneficial owners. However, banks, brokerage firms and other nominees are precluded from exercising their voting discretion with respect to approving non-routine matters such as the proposal to adopt the Merger Agreement and, as a result, absent specific instructions from the beneficial owner of such shares of our Common Stock, banks, brokerage firms or other nominees are not empowered to vote those shares of our Common Stock on non-routine matters. **These broker non-votes will be counted for purposes of determining a quorum, and will have the same effect as a vote "AGAINST" approval of the proposal to adopt the Merger Agreement.**

The proposal to adjourn the Special Meeting, if necessary or appropriate, to solicit additional proxies requires the affirmative vote of the holders of a majority of the shares of our Common Stock present in person or represented by proxy and entitled to vote on the matter at the Special Meeting. For the proposal to adjourn the Special Meeting, if necessary or appropriate, you may vote "**FOR**," "**AGAINST**" or "**ABSTAIN**." For purposes of this proposal, if your shares of our Common Stock are present at the Special Meeting but are not voted on this proposal, or if you have given a proxy and abstained on this proposal, this will have the same effect as if you voted "**AGAINST**" approval of the proposal. If you fail to submit a proxy or to attend in person the Special Meeting, or there are broker non-votes on the issue, as applicable, the shares of our Common Stock held by you or your broker will not be counted in respect of, and will not have an effect on, the proposal to adjourn the Special Meeting.

The proposal to approve, by non-binding, advisory vote, certain compensation arrangements for the Company's named executive officers in connection with the Merger requires the affirmative vote of the holders of a majority of the shares of our Common Stock present in person or represented by proxy and entitled to vote on the matter at the Special Meeting, whether or not a quorum is present. For the proposal to approve the Merger-related executive compensation, you may vote "**FOR**," "**AGAINST**" or "**ABSTAIN**." For purposes of this proposal, if your shares of our Common Stock are present at the Special Meeting but are not voted on this proposal, or if you have given a proxy and abstained on this proposal, this will have the same effect as if you voted "**AGAINST**" approval of the proposal. If you fail to submit a proxy or to attend in person the Special Meeting, or there are broker non-votes on the

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issue, as applicable, the shares of our Common Stock held by you or your broker will not be counted in respect of, and will not have an effect on, the proposal to approve the Merger-related executive compensation.

If you are a stockholder of record, you may have your shares of our Common Stock voted on matters presented at the Special Meeting in any of the following ways:

by proxy stockholders of record have a choice of voting by proxy;

by telephone or over the Internet, by accessing the telephone number or website specified on the enclosed proxy card. The control number provided on your proxy card is designed to verify your identity when voting by telephone or by Internet. Please be aware that if you vote over the Internet, you may incur costs such as telephone and Internet access charges for which you will be responsible;

by signing, dating and returning the enclosed proxy card in the accompanying prepaid reply envelope; or

in person you may attend the Special Meeting and cast your vote there.

If you are a beneficial owner, you will receive instructions from your bank, brokerage firm or other nominee that you must follow in order to have your shares of our Common Stock voted. Those instructions will identify which of the above choices are available to you in order to have your shares voted. Please note that if you are a beneficial owner and wish to vote in person at the Special Meeting, you must provide a legal proxy from your bank, brokerage firm or other nominee at the Special Meeting.

If you vote by proxy, regardless of the method you choose to vote, the individuals named on the enclosed proxy card, and each of them, with full power of substitution, will vote your shares of our Common Stock in the way that you indicate. When completing the Internet or telephone processes or the proxy card, you may specify whether your shares of our Common Stock should be voted for or against or to abstain from voting on all, some or none of the specific items of business to come before the Special Meeting.

If you properly sign your proxy card but do not mark the boxes showing how your shares of our Common Stock should be voted on a matter, the shares of our Common Stock represented by your properly signed proxy will be voted "**FOR**" approval of the proposal to adopt the Merger Agreement, "**FOR**" approval of the proposal to adjourn the Special Meeting, if necessary or appropriate, to solicit additional proxies and "**FOR**" approval of the proposal to approve, by non-binding, advisory vote, certain compensation arrangements for the Company's named executive officers in connection with the Merger.

If you have any questions or need assistance voting your shares, please contact D.F. King, our proxy solicitor, by calling toll-free at (877) 283-0321 or via email at swi@dfking.com.

IT IS IMPORTANT THAT YOU VOTE YOUR SHARES OF OUR COMMON STOCK AT THE MEETING PROMPTLY. WHETHER OR NOT YOU PLAN TO ATTEND THE SPECIAL MEETING, PLEASE COMPLETE, DATE, SIGN AND RETURN, AS PROMPTLY AS POSSIBLE, THE ENCLOSED PROXY CARD IN THE ACCOMPANYING PREPAID REPLY ENVELOPE, OR SUBMIT YOUR PROXY BY TELEPHONE OR THE INTERNET.

Shares Held by the Company's Directors and Executive Officers

As of December 14, 2015, the Record Date, the directors and executive officers of the Company beneficially owned and were entitled to vote, in the aggregate, 367,612 shares of our Common Stock, representing 0.5 percent of the outstanding shares of our Common Stock. Our directors and executive

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officers have executed voting agreements obligating them to vote all of their shares of Common Stock "**FOR**" the proposal to adopt the Merger Agreement and against any other acquisition proposal or acquisition transaction. In addition, we currently expect that the Company's directors and executive officers will vote all such shares of our Common Stock "**FOR**" approval of the proposal to adjourn the Special Meeting, if necessary or appropriate, to solicit additional proxies and "**FOR**" approval of the proposal to approve, by non-binding, advisory vote, certain compensation arrangements for the Company's named executive officers in connection with the Merger.

Proxies and Revocation

Any stockholder of record entitled to vote at the Special Meeting may submit a proxy by telephone, over the Internet, by returning the enclosed proxy card in the accompanying prepaid reply envelope, or may vote in person by appearing at the Special Meeting. If your shares of our Common Stock are held in "street name" through a bank, brokerage firm or other nominee, you should instruct your bank, brokerage firm or other nominee on how to vote your shares of our Common Stock using the instructions provided by your bank, brokerage firm or other nominee. If you fail to submit a proxy or to vote in person at the Special Meeting, or do not provide your bank, brokerage firm or other nominee with instructions, as applicable, your shares of our Common Stock will not be voted on the proposal to adopt the Merger Agreement, which will have the same effect as a vote "**AGAINST**" approval of the proposal to adopt the Merger Agreement, and your shares of our Common Stock will not have an effect on the proposal to adjourn the Special Meeting or on the proposal to approve the Merger-related executive compensation.

You have the right to revoke a proxy, whether delivered over the Internet, by telephone or by mail, at any time before it is exercised, by voting again at a later date through any of the methods available to you, by giving written notice of revocation to our Secretary or by attending the Special Meeting and voting in person. Written notice of revocation should be mailed to: SolarWinds, Inc., 7171 Southwest Parkway, Building 400, Austin, Texas 78735.

Adjournments

Although it is not currently expected, the Special Meeting may be adjourned for the purpose of soliciting additional proxies if there are insufficient votes at the time of the Special Meeting to approve the proposal to adopt the Merger Agreement or if a quorum is not present at the Special Meeting. An adjournment generally may be made with the affirmative vote of the holders of a majority of the shares of the Company's Common Stock present in person or represented by proxy and entitled to vote on the matter at the Special Meeting, whether or not a quorum is present. Any adjournment of the Special Meeting will allow the Company's stockholders who have already sent in their proxies to revoke them at any time prior to their use at the Special Meeting, as adjourned. If we adjourn the Special Meeting for more than 30 days, or if after adjournment a new Record Date is set, a notice of the adjourned meeting will be given to each stockholder of record entitled to vote at the Special Meeting in accordance with our bylaws.

Anticipated Date of Completion of the Merger

We are working toward completing the Merger as soon as possible. Assuming receipt of required regulatory approvals and timely satisfaction of other closing conditions, including the approval by our stockholders of the proposal to adopt the Merger Agreement, we expect the Merger to be completed no later than the first calendar quarter of 2016. If our stockholders vote to approve the proposal to adopt the Merger Agreement, the Merger will become effective as promptly as practicable following the satisfaction or waiver of the other conditions to the Merger, subject to the terms of the Merger Agreement. See "The Merger Closing and Effective Time of the Merger."

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Rights of Stockholders Who Seek Appraisal

Stockholders are entitled to appraisal rights under the DGCL in connection with the Merger. This means that you are entitled to have the fair value of your shares of our Common Stock determined by the Delaware Court of Chancery and to receive payment based on that valuation in lieu of the Merger consideration if you follow exactly the procedures specified under the DGCL. The ultimate amount you receive in an appraisal proceeding may be less than, equal to or more than the amount you would have received under the Merger Agreement.

To exercise your appraisal rights, you must submit a written demand for appraisal to the Company before the vote is taken on the Merger Agreement and you must not vote (either in person or by proxy) in favor of the proposal to adopt the Merger Agreement. Your failure to follow exactly the procedures specified under the DGCL may result in the loss of your appraisal rights. See "Appraisal Rights" beginning on page 91 and the text of the Delaware appraisal rights statute reproduced in its entirety as **Annex B** to this proxy statement. If you hold your shares of our Common Stock through a bank, brokerage firm or other nominee and you wish to exercise appraisal rights, you should consult with your bank, brokerage firm or other nominee to determine the appropriate procedures for the making of a demand for appraisal by your bank, brokerage firm or other nominee. In view of the complexity of the DGCL, stockholders who may wish to pursue appraisal rights should consult their legal and financial advisors promptly.

Solicitation of Proxies; Payment of Solicitation Expenses

The Company has engaged D.F. King to assist in the solicitation of proxies for the Special Meeting. The Company estimates that it will pay D.F. King a fee of $10,000. The Company has also agreed to reimburse D.F. King for, pay directly, or, where requested in special situations, advance sufficient funds for the payment of, certain fees, costs and expenses and will also indemnify D.F. King, its affiliates and their respective officers, directors, employees, agents and other representatives and controlling persons against certain losses, claims, damages, liabilities and expenses. The Company is soliciting proxies for the Special Meeting and will bear the costs and expenses of such solicitation. The Company may also reimburse banks, brokers or their agents for certain expenses in forwarding proxy materials to beneficial owners of our Common Stock. Our directors, officers and employees may also solicit proxies by telephone, by facsimile, by mail, on the Internet or in person. They will not be paid any additional amounts for soliciting proxies.

Questions and Additional Information

If you have more questions about the Merger or how to submit your proxy, or if you need additional copies of this proxy statement or the enclosed proxy card or voting instructions, please contact D.F. King, our proxy solicitor, by calling toll-free at (877) 283-0321 or via email at swi@dfking.com.

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THE MERGER

This discussion of the Merger is qualified in its entirety by reference to the Merger Agreement, which is attached to this proxy statement as **Annex A**. *You should read the entire Merger Agreement carefully as it is the legal document that governs the Merger.*

Upon the terms and subject to the conditions of the Merger Agreement, if the Merger is completed, Merger Sub will merge with and into the Company. The Company will be the Surviving Corporation in the Merger and will continue to exist following the Merger. As a result of the Merger, the Company will cease to be a publicly traded company. You will not own any shares of the capital stock of the Surviving Corporation.

The Effective Time will occur upon the filing and acceptance of the certificate of Merger with the Secretary of State of the State of Delaware (or at such later time as we and Parent may agree and specify in the certificate of Merger).

Per Share Merger Consideration

In the Merger, each outstanding share of our Common Stock (other than Excluded Shares) will be converted into the right to receive an amount in cash equal to $60.10, without interest thereon, less any applicable withholding taxes (the "Per Share Merger Consideration"). After the Merger is completed, you will have the right to receive the Per Share Merger Consideration, but you will no longer have any rights as a stockholder (except that stockholders who properly exercise their appraisal rights will have the right to receive a payment for the "fair value" of their shares as determined pursuant to an appraisal proceeding as contemplated by the DGCL, as described below under the caption "Appraisal Rights").

Background of the Merger

The Board and senior management regularly review the Company's business, operations, financial performance and strategic direction. As part of this evaluation, the Board considers the Company's long-term plan and has approved a variety of strategic initiatives including acquisitions, share repurchases, increased investments in the business and other financial and strategic alternatives, taking into account the Company's long-term strategy, changes in the industry and markets in which the Company operates, execution opportunities and risks and other considerations.

Members of our senior management regularly meet with existing and potential investors in the Company, and with others involved in the software industry that may represent potential partnering or other business opportunities. On August 6, 2015, Kevin Thompson, our President and Chief Executive Officer, met with a representative of Thoma Bravo, an active investor in the software industry, at the request of Thoma Bravo, to discuss the Company. The Thoma Bravo representative did not indicate at the meeting that Thoma Bravo was considering an offer to buy the Company, and Mr. Thompson did not request that Thoma Bravo do so.

On August 17, 2015, representatives of Thoma Bravo telephoned Mr. Thompson to inform him that Thoma Bravo was interested in submitting an offer to buy the Company. On the same day, Thoma Bravo delivered an unsolicited letter of intent (the "TB Letter") to acquire all of the outstanding stock of the Company at a price of $52.00 per share in cash, which price represented a 23.9% premium to the closing price of the Company's stock as of August 14, 2015.

The TB Letter indicated that Thoma Bravo would be in a position to sign a definitive agreement with fully-committed financing within 30 days of acceptance of the proposal and required a corresponding 30-day exclusivity period. The TB Letter also proposed a 30-day go-shop period after signing a definitive agreement.

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On August 19, 2015, Jason Ream, our Executive Vice President and Chief Financial Officer, spoke with a representative of Thoma Bravo, making clear that Mr. Ream was not engaging in any discussions or negotiations but solely seeking information for delivery to the Board that would be relevant to the Board's consideration. Mr. Ream sought clarification regarding Thoma Bravo's plans to finance an acquisition of the Company as well as Thoma Bravo's thesis for the acquisition with the intent to ascertain Thoma Bravo's level of due diligence and preparation prior to sending the TB Letter.

On August 25, 2015, the Board met telephonically in a special meeting to discuss Thoma Bravo's proposal. All directors were in attendance as well as Mr. Ream, Jason Bliss, the Company's Senior Vice President and General Counsel, and representatives of DLA Piper LLP (US), the Company's outside legal counsel ("DLA Piper"). The Board and management discussed the communication history with Thoma Bravo, the standalone strategy of the Company and related preliminary long-term financial and valuation analysis, the Company's recent financial and operating performance, the terms of the TB Letter, the profile and transaction history of Thoma Bravo and a preliminary assessment of Thoma Bravo's ability to complete a transaction. The Board and management also discussed the Company's historical stock price performance and related valuation analysis, public investor concerns and perceptions about the Company and the opportunities, challenges and risks inherent in the standalone strategy given the changes in the Company's business and the markets in which it operates. Mr. Bliss and the representatives of DLA Piper advised the Board on certain fiduciary duty considerations.

The Board determined to engage a financial advisor to more fully inform the Board regarding the TB Letter and related considerations. After a review of the Company's investment banking relationships, the Board determined to engage, subject to the negotiation of a fee arrangement and an assessment of conflicts of interest, J.P. Morgan, in light of its knowledge of the Company and its reputation and substantial knowledge and expertise with technology and software companies and with merger and acquisition transactions generally. The Board designated Lloyd Waterhouse, an independent director, to oversee discussions with J.P. Morgan and instructed Mr. Waterhouse and management to provide follow-up communications with the Board as appropriate. The Board determined to hear from J.P. Morgan and to consider the situation further at the previously-scheduled regular Board meeting to be held on September 8 and 9, 2015. The Board instructed management to inform Thoma Bravo of the Board's decision to consider the situation further.

On September 8, 2015, the Board held a regularly-scheduled meeting attended by certain members of senior management and a representative of DLA Piper. Mr. Waterhouse and management informed the Board of their negotiations and discussions with J.P. Morgan and the disclosures of J.P. Morgan as to the nature of its relationships with Thoma Bravo. The Board approved the engagement of J.P. Morgan as the Company's financial advisor.

A representative of DLA Piper reviewed with the Board its fiduciary duties and related considerations in connection with evaluating the Company's alternatives. The Board discussed different approaches to evaluating a possible sale of the Company and the types of financial and strategic acquirors that could potentially consummate a transaction with the Company. The Board also discussed the potential for a public, non-negotiated bid for the Company and reviewed with a representative of DLA Piper the Company's current antitakeover protections and additional protections that could be implemented.

On September 9, 2015, the Board continued its regularly-scheduled meeting attended by certain members of senior management and representatives from J.P. Morgan and DLA Piper. The Board discussed with J.P. Morgan and management the current situation with Thoma Bravo, the trading history of the Company Common Stock, preliminary valuation perspectives on the Company, and process and timing considerations for a potential sale.

J.P. Morgan and the Board discussed potential financial and strategic acquirors. The Board discussed each financial and strategic acquiror, including its history with the Company, the likelihood of

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its interest in the Company and its likely ability to acquire the Company. Following this discussion, the Board identified Silver Lake, Thoma Bravo and two additional financial sponsors ("Sponsor C" and "Sponsor D") as the most likely and capable of engaging in an acquisition transaction with the Company. The Board elected not to initially contact potential strategic acquirors because the Board believed that the likelihood that a strategic acquiror would enter into a transaction with the Company was remote and that the likelihood of publicity of the Board's consideration of strategic alternatives would be substantially increased by involving potential strategic acquirors, thereby exposing the business to potential risks if a transaction did not occur. In addition, the financial sponsors to be initially contacted had significant investments in two of the identified potential strategic acquirors ("Strategic A" and "Strategic B"). The Board left open the possibility of contacting additional financial and strategic acquirors at a later date.

The Board discussed with management the standalone strategy of the Company, and management provided a detailed presentation of the Company's long-term standalone financial plan and related assumptions. The presentation included three possible scenarios, a low case, a mid case and a high case, with each dependent upon the absence or realization of certain risks to the Company and the mid case being an average of the low and high case. The Board and management discussed these risks and the related assumptions in detail, including the Company's product and technology road-map, the transition from on-premise to cloud technologies and the impact on bookings, license, maintenance and subscription revenue, revenue retention and spending and expenses. The Board also discussed the macro influences on the Company's business and their potential risks and impacts. Based on the foregoing, the Board determined that the mid case was the most likely standalone financial plan for the Company and instructed management to further refine the standalone financial plan consistent with their discussions.

Following these discussions, the Board determined that it was in the best interests of the Company and its stockholders to take further steps to determine whether to continue discussions regarding a possible sale of the Company and instructed J.P. Morgan to contact the four identified financial sponsors to gauge their interest.

Following the September 9, 2015 meeting, J.P. Morgan contacted the four financial sponsors regarding a potential acquisition of the Company and sent each financial sponsor a nondisclosure agreement. The Company entered into a nondisclosure agreement with each financial sponsor, and each nondisclosure agreement contained a standstill provision that automatically terminated upon the Company's entering into a definitive agreement with respect to a sale transaction.

During the weeks of September 14, 2015 and September 21, 2015, the Company shared confidential information, including the standalone financial plan of the Company, and hosted management presentations with each financial sponsor. The financial sponsors were invited to submit written indications of interest for a potential acquisition on September 25, 2015.

On September 25, 2015, each of the financial sponsors separately submitted a written indication of interest for an all-cash acquisition of all outstanding shares of the Company's Common Stock. Silver Lake's indication of interest offered a range of $57.00 to $59.00 per share. Each of Thoma Bravo and Sponsor C offered $54.00 per share. Sponsor D offered $52.00 per share. Silver Lake, Thoma Bravo and Sponsor C indicated in their letters that they could complete their due diligence and execute definitive documentation by the end of October. Sponsor D indicated in its letter that it could be in a position to execute definitive documentation within a timeframe acceptable to all parties.

On September 26, 2015, the Board held a special meeting attended by certain members of senior management and representatives of J.P. Morgan and DLA Piper. Management provided its preliminary outlook for the third quarter financial results and updated the Board on the revisions to the standalone financial plan consistent with prior discussions. The representatives of J.P. Morgan updated the Board on the discussions and process with the financial sponsors and reviewed with the Board the indications

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of interest received from the financial sponsors including the offer terms relative to the Company's standalone plan.

During the September 26, 2015 meeting, J.P. Morgan informed the Board of requests from two financial sponsors not previously contacted by the Company ("Sponsor E" and "Sponsor F") to be included in a sale process. The Board discussed again each potential financial and strategic acquiror as well as the impact on the Company and management of expanding the process to include other potential acquirors. J.P. Morgan also informed the Board that Silver Lake contacted J.P. Morgan to ask permission to work with Sponsor C in evaluating a potential acquisition, (the "Silver Lake / Sponsor C Group"). Based on such discussions, the Board re-affirmed the standalone financial plan of the Company and instructed J.P. Morgan to contact the existing financial sponsors to see if they could improve their offers, to tell Silver Lake and Sponsor C that they were permitted to speak with one another only if Sponsor C increased its offer to match the offer of Silver Lake and then to wait until the receipt of revised offers for the Board to determine whether to proceed with a sale process and to invite other potential acquirors.

Later that same day, Sponsor D submitted a revised written indication of interest offering $57.50 per share.

On September 28, 2015, Silver Lake verbally reaffirmed its offer of $57.00 to $59.00 per share. Thoma Bravo verbally informed J.P. Morgan that Thoma Bravo would improve its offer to $57.00 per share of Company Common Stock. Sponsor C submitted a revised written indication of interest offering $57.00 per share.

On September 28, 2015, the Board held a special meeting attended by certain members of senior management and representatives of J.P. Morgan and DLA Piper. Management provided its updated preliminary outlook for the third quarter financial results. Representatives of J.P. Morgan updated the Board on the discussions with the financial sponsors since the September 26, 2015 meeting and reviewed the revised offers from the financial sponsors. The Board resumed its prior discussions regarding continuing on a standalone basis versus proceeding with a sale process, including discussing, among other things, the valuation topics reviewed at prior meetings, the continuing uncertainties and challenges in the Company's business and the markets in which it operates, the risks with respect to management's execution and financial plans, the control premiums offered at the current offer levels, the profile of the existing bidders and the Board's perspective on their ability to consummate a transaction, the state of the capital markets and the particular influence of the uncertainty and volatility in the credit markets on the timing and success of a sale process. The Board also discussed the effort and attention required of management in a sale process, management's capacity to conduct due diligence and other aspects of a sale process and to operate the business so as to not cause harm to the business, the risks to the business of public disclosure of a sale process, and the potential influence on offers of changes in the stock price following the announcement of the Company's third quarter results.

Based on the foregoing discussions and in light of the increasing uncertainty in the credit markets, the Board determined that it was in the best interests of the stockholders to proceed with a sale process and instructed J.P. Morgan to communicate a preliminary target of October 26, 2015 to receive final bids.

The Board then discussed the in-bound communications from Sponsor E and Sponsor F as well as the question whether to expand the sale process to include additional financial sponsors and potential strategic acquirors despite the Board's continued belief that the likelihood of interest from any strategic acquiror was remote. J.P. Morgan informed the Board that the financial sponsors which had significant investments in Strategic A and Strategic B had indicated that neither would pursue an acquisition of the Company. Following such discussion, the Board determined and instructed J.P. Morgan to invite Sponsor E and Sponsor F into the sale process and to invite three additional potential strategic acquirors not owned by the existing financial sponsors ("Strategic C", "Strategic D" and "Strategic E").

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The Board discussed the request of Silver Lake to form the Silver Lake / Sponsor C Group and again instructed J.P. Morgan to tell Silver Lake and Sponsor C that they were permitted to speak only if Sponsor C increased its offer to match the offer of Silver Lake.

Following the September 28, 2015 meeting, at the Board's instruction, J.P. Morgan invited Sponsor E and Sponsor F and each of Strategic C, Strategic D and Strategic E into the sale process and sent each financial sponsor a nondisclosure agreement. The Company entered into a nondisclosure agreement with Sponsor F.

On September 29, 2015, Sponsor C submitted a revised indication of interest which matched Silver Lake's offer of $57.00 to $59.00 per share and was permitted to speak with Silver Lake regarding forming the Silver Lake / Sponsor C Group.

Also on September 29, 2015, management amended the nondisclosure agreement with each of Thoma Bravo, Silver Lake, Sponsor C and Sponsor D to permit each financial sponsor to contact and provide information to an indicated list of equity and debt financing partners, if necessary. In addition, Sponsor E entered into a nondisclosure agreement with the Company and received access to confidential information.

Between September 29, 2015 and October 16, 2015, the Company continued to conduct telephonic and in-person management presentations and shared due diligence information with all of the active bidders and their potential financing partners.

On September 30, 2015, two additional financial sponsors not previously contacted by the Company ("Sponsor G" and "Sponsor H") contacted J.P. Morgan to inquire about the sale process. Sponsor G later elected not to become involved in the sale process. Sponsor H requested to be considered as a potential partner if an existing bidder indicated a desire to form an equity consortium. Sponsor E requested to be considered as a potential partner if an existing bidder indicated a desire to form an equity consortium.

On the same day, management provided the Board with a summary of the preliminary financial results of the Company for the third quarter of 2015.

On October 1, 2015, the Company conducted an in-person management presentation with Sponsor F.

On October 2, 2015, Strategic C notified J.P. Morgan that it would not be interested in pursuing an acquisition of the Company.

On October 3, 2015, Sponsor F submitted a written indication of interest for an all-cash acquisition of the Company at an offer price of $57.00 per share of Company Common Stock. The letter also provided that Sponsor F was fully prepared to submit a final bid on October 26, 2015.

Also on October 3, 2015, Strategic E indicated a desire to engage in an exploratory conversation with the Company regarding a potential acquisition.

On October 4, 2015, the Company delivered a draft merger agreement to each of Thoma Bravo, the Silver Lake / Sponsor C Group, Sponsor D and Sponsor F, and the Company and DLA Piper commenced negotiations of definitive documentation with each bidder.

On October 5, 2015, Strategic D notified J.P. Morgan that it would not be interested in pursuing an acquisition of the Company.

On the same day, an additional financial sponsor not previously contacted by the Company ("Sponsor I") contacted J.P. Morgan to inquire about the sale process. Sponsor I later requested to be considered as a potential partner if an existing bidder indicated a desire to form an equity consortium.

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Also on the same day, management further amended the nondisclosure agreement with each of Thoma Bravo, Silver Lake, Sponsor C and Sponsor D to permit each financial sponsor to contact and provide information to a revised list of equity and debt financing partners, and amended the nondisclosure agreement with Sponsor F to permit Sponsor F to contact and provide information to a list of equity and debt financing partners.

On October 7, 2015, Sponsor F contacted J.P. Morgan to ask for the Company's permission to speak with other sponsors regarding the possibility of partnering on a potential acquisition of the Company. At Mr. Waterhouse's instruction, J.P. Morgan offered Sponsor F the opportunity to partner with two sponsors, who were not involved in the sale process. Sponsor F indicated that it would only be interested in partnering with another sponsor who was already involved in the sale process.

On October 8, 2015, the Company conducted a telephonic management presentation to Strategic E.

On the same day, Mr. Waterhouse instructed J.P. Morgan to offer Sponsor F the opportunity to partner with Sponsor D, which also indicated to J.P. Morgan a desire to partner with another sponsor already involved in the process. Sponsor D and Sponsor F subsequently informed J.P. Morgan that they would partner on a bid (the "Sponsor D / Sponsor F Group").

On the morning of October 9, 2015, a representative of Reuters contacted the Company and indicated its intent to report that the Company was engaged in discussions with private equity firms regarding a possible sale. The Company did not provide comment, and Reuters published its report. Following the report's publication, the Company issued a press release announcing that the Board was undertaking a review of strategic alternatives and had engaged J.P. Morgan as financial advisor and DLA Piper as legal advisor.

On October 11, 2015, Sponsor E informed J.P. Morgan that it was no longer interested in pursuing a transaction with the Company.

On October 14, 2015, the Board held a special meeting attended by certain members of senior management and representatives of J.P. Morgan and DLA Piper. The Board discussed the circumstances that gave rise to the October 9, 2015 announcement. A representative of DLA Piper presented on the Company's anti-takeover measures.

The representatives of J.P. Morgan provided an update on the sale process and the communications with the potential acquirors and an update on the financing markets. A representative of DLA Piper discussed with the Board the status of the negotiations of the definitive documentation with the bidders and their terms.

On the evening of October 16, 2015, Thoma Bravo submitted an offer package, complete with transaction documents and executed financing commitment letters, that provided for a fully-financed offer of $56.00 per share of outstanding Company Common Stock. According to the offer package, Thoma Bravo had completed its diligence and was prepared to immediately finalize and execute definitive documentation. The offer provided for a termination fee of 3.5% of equity value if the Company accepted a superior proposal or if the Company's stockholders failed to approve the adoption of the merger agreement and a reverse termination fee of 7% of equity value payable by the acquiror. The offer also provided for a termination fee of 1.75% of equity value if the Company accepted, prior to October 26, 2015, a superior proposal from a bidder already participating in the sale process (the "Modified Go-Shop"). The offer package also provided that the offer expired if not accepted by 1:59 a.m. CDT on October 19, 2015 and that the financing commitment letters would be unenforceable if not signed by end of day on October 19, 2015.

On the same evening, Silver Lake informed J.P. Morgan that Sponsor C was no longer interested in participating in the process and that its prior offer could no longer be supported. Silver Lake

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indicated that it was considering how it might proceed with an alternative partner but would withdraw if unable to do so.

On October 17, 2015, at the direction of Mr. Waterhouse, J.P. Morgan suggested to Thoma Bravo that it improve its proposal and offered to Thoma Bravo the opportunity to partner with Silver Lake in order to do so.

On the same day, J.P. Morgan reached out to and inquired as to the due diligence review and financing status of the Sponsor D / Sponsor F Group and was informed that both were substantially complete and that the Sponsor D / Sponsor F Group could accelerate its timetable if needed. Later that evening, the Sponsor D / Sponsor F Group delivered revised definitive documentation.

On October 18, 2015, Thoma Bravo reiterated to J.P. Morgan its offer deadline. Mr. Waterhouse instructed J.P. Morgan to request that Thoma Bravo extend the offer deadline until the evening of October 19, 2015. Thoma Bravo agreed to the extension but provided that unless definitive documentation was executed prior to beginning of trading on October 20, 2015, the offer would be revoked and Thoma Bravo would withdraw from the sale process.

On the same day, at Mr. Waterhouse's instruction, J.P. Morgan informed Silver Lake and the Sponsor D / Sponsor F Group of the offer that had been received by the Company on October 16, 2015, with an expiration date of October 19, 2015 if not accepted. To assist the Board in its consideration of the Thoma Bravo offer, Mr. Waterhouse instructed J.P. Morgan to request that the Sponsor D / Sponsor F Group deliver, prior to the Board meeting scheduled to be held on the evening of October 19, 2015, a written update on its diligence and financing status and its current offer price.

In the early morning of October 19, 2015, the Sponsor D / Sponsor F Group delivered a letter to J.P. Morgan expressing its continued enthusiasm to enter into a transaction and confirming that it was complete with its diligence. The letter provided that the Sponsor D / Sponsor F Group was intending to submit a fully-financed offer for the Company but indicated its frustration with the acceleration in timing caused by the expiring offer package. A few hours thereafter, the Sponsor D / Sponsor F Group affirmed to J.P. Morgan and management that it would submit a revised offer prior to the Board meeting that evening.

On the same day, Thoma Bravo informed J.P. Morgan that Thoma Bravo was not intending to pursue a partnership with Silver Lake. Later on the same day, Silver Lake informed J.P. Morgan that it could be in a position to communicate a continued interest in pursuing an acquisition of the Company but that its ability and willingness to complete a transaction would require additional time for Silver Lake to identify a new equity partner, which would likely need to complete its diligence.

Later that day and prior to the Board meeting, the Sponsor D / Sponsor F Group and Silver Lake submitted revised written offers. The Sponsor D / Sponsor F Group letter provided for an offer of $57.75 per share, included binding equity commitments and confirmed that the Sponsor D / Sponsor F Group had completed its diligence and secured credit financing. The Sponsor D / Sponsor F Group further indicated in its letter that it was prepared to finalize and enter into definitive documentation immediately following acceptance of the proposal and prior to the opening of trading on October 20, 2015. The offer package also provided that the offer expired if not accepted by 1:59 a.m. CDT on October 20, 2015.

The Silver Lake letter provided for an offer of $56.00 to $57.00 per share, lower than the $57.00 to $59.00 per share it had previously offered. The new Silver Lake offer was also premised on identifying a new equity partner. The letter indicated that it was Silver Lake's intent, on or before October 26, 2015, to complete due diligence and provide a comprehensive proposal to acquire the Company, including all related financing commitments, and to execute definitive documentation shortly thereafter.

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On the evening of October 19, 2015, the Board held a special meeting attended by certain members of senior management and representatives of J.P. Morgan and DLA Piper. The Board approved an amendment to the Company's bylaws to provide for the state or federal courts in Delaware as the exclusive forum for certain stockholder actions or proceedings. The representatives of J.P. Morgan updated the Board on the events of the preceding days, the status of the sales process and the communications with the bidders. The representatives of J.P. Morgan and DLA Piper reviewed with the Board the terms of each of the offers, the terms and amounts of financing to the extent known and the status and material terms of the definitive documentation. Following discussion, the Board determined not to accept Thoma Bravo's offer and to proceed with negotiations with each of the bidders. The Board instructed J.P. Morgan to inform the bidders of its decision but to seek to keep Thoma Bravo in the sale process given the uncertainty surrounding the other bidders' offers and the related risks to the sale process.

After the October 19, 2015 meeting, J.P. Morgan informed the bidders of the Board's decision, and the Company and DLA Piper continued to work with each of the bidders to finalize definitive documentation. In addition, Strategic E informed J.P. Morgan that Strategic E was no longer interested in participating in the process.

On October 20, 2015, Thoma Bravo informed J.P. Morgan that it was increasing its offer to $57.75 per share, reiterated the need to finalize negotiations due to the uncertainty regarding credit financing and also eliminated from its offer the Modified Go-Shop. Shortly thereafter, the Sponsor D / Sponsor F Group informed J.P. Morgan that it was increasing its offer to $58.75 per share and reiterated its readiness to sign definitive documentation. Silver Lake did not revise its original offer range of $56.00 to $57.00 per share.

A few hours thereafter, Thoma Bravo notified J.P. Morgan that, Thoma Bravo intended to explore additional equity partnerships including conversations with Silver Lake and Sponsor I in an effort to increase Thoma Bravo's offer. Thoma Bravo then later informed J.P. Morgan that it was finalizing discussions with Silver Lake and increased its offer to $59.00 per share. Shortly thereafter, the Sponsor D / Sponsor F Group verbally increased its offer to $59.55 per share and delivered credit financing commitment letters. The Company and DLA Piper continued to work with each bidder to finalize definitive documentation.

On the evening of October 20, 2015, the Board held a special meeting attended by certain members of senior management and representatives of J.P. Morgan and DLA Piper. The representatives of J.P. Morgan updated the Board on the series of offers received since the October 19, 2015 meeting of the Board, reviewed the new offers from the bidders and informed the Board as to what J.P. Morgan had been informed was the intent of both bidders to execute and deliver definitive documentation following acceptance of its proposal. A representative of DLA Piper reviewed with the Board the terms of the merger agreement and other transaction documents that had been negotiated and identified the differences in terms between the bidders. The representatives of J.P. Morgan and DLA Piper also discussed with the Board the financing arrangements of each bidder group.

The representatives of J.P. Morgan reviewed with the Board the financial analysis of J.P. Morgan in connection with the preparation of its opinion. J.P. Morgan informed the Board that based upon the terms of the then current proposals from each of the bidders, J.P. Morgan was prepared to provide its opinion as to the fairness of the consideration to be paid in connection with the transaction with respect to either of such proposals if the Board determined to accept a proposal.

Following discussion, the Board elected to adjourn the meeting and instructed J.P. Morgan and DLA Piper to go back to the bidders to seek higher offers and confirmation that such offers were best and final and to continue to negotiate definitive documentation with each bidder.

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Senior management and the representatives of J.P. Morgan then left the meeting. The independent directors discussed paying a bonus to certain Company employees, including executive officers, for their work during the sale process. Following discussion, the Board determined not to approve a bonus, if at all, until after negotiations with the bidders were complete and definitive documentation was signed.

Following the Board meeting, the representatives of J.P. Morgan and DLA Piper continued to negotiate with the bidders. Each of the bidders was instructed to submit its best and final offer in writing and to represent in such writing that the offer was best and final. To provide further assurance that the offers were best and final and that the successful bidder would enter into definitive documentation on the terms proposed, the representatives of J.P. Morgan, after discussion and with the approval of Mr. Waterhouse, communicated to the bidders that J.P. Morgan would propose to the Board that, if the Board accepted an offer, that the Company would agree to work exclusively with the successful bidder, without any obligation to take any action inconsistent with the fiduciary duties of the Board and without any obligation to enter into an agreement or consummate a transaction with the successful bidder, to finalize, execute and deliver the documentation but that such exclusivity period would lapse after six hours if definitive documentation had not been signed.

The meeting of the Board was then scheduled to reconvene at 1:00 a.m. CDT on October 21, 2015. Prior to the meeting, the Sponsor D / Sponsor F Group submitted a revised offer of $60.06 per share, and Silver Lake and Thoma Bravo submitted a revised offer of $60.10 per share. Each offer was in writing, and each offer represented in such writing that the offer was best and final and that each bidder was prepared to enter into definitive documentation shortly following approval of a transaction.

The Board reconvened its meeting at 1:00 a.m. CDT on October 21, 2015 and in attendance were certain members of senior management and representatives of J.P. Morgan and DLA Piper. The representatives of DLA Piper provided an update on the terms of the Merger Agreement and other definitive documentation and reviewed the financing commitments and related arrangements of each bidder. The representatives of J.P. Morgan updated the Board on the negotiations since the adjournment of the prior meeting and reviewed the terms of each offer, the financing arrangements of each bidder and the potential impact on the sale process if extended further. J.P. Morgan verbally indicated that, based upon and subject to the factors and assumptions previously discussed by J.P. Morgan, the per share price in cash to be paid to the holders of shares of the Company Common Stock pursuant to the Merger Agreement would be fair, from a financial point of view, to such holders. Following discussion, the Board unanimously approved the Merger and the entry into the Merger Agreement with Silver Lake and Thoma Bravo, in substantially the form and on the terms presented to the Board, and resolved to recommend that the stockholders of the Company adopt the Merger Agreement. The Board authorized the members of management to execute definitive documentation on substantially the same terms as described to the Board. The Board discussed and authorized the proposed exclusivity arrangement to ensure that Silver Lake and Thoma Bravo executed the Merger Agreement and other definitive documentation on the terms proposed. The Board then instructed management and the representatives of J.P. Morgan and DLA Piper to proceed with Silver Lake and Thoma Bravo to finalize the Merger Agreement and other definitive documentation on the basis outlined in the meeting. Following this meeting, J.P. Morgan delivered its written opinion to the Board, dated October 21, 2015, to the effect that, as of such date and based upon and subject to the factors and assumptions set forth in its opinion, the consideration to be paid to the Holders in the proposed Merger was fair, from a financial point of view, to such Holders. The full text of the written opinion of J.P. Morgan, dated October 21, 2015, is attached as Annex C to this proxy statement and is described in more detail below under "Opinion of J.P. Morgan Securities LLC."

On the morning of October 21, 2015, the parties executed the Merger Agreement and other definitive documentation. The Company issued a press release announcing the entry into the Merger Agreement.

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Recommendation of the Board of Directors and Reasons for the Merger

Recommendation of the Board of Directors

The Board unanimously recommends that you vote "FOR" approval of the proposal to adopt the Merger Agreement, "FOR" approval of the proposal to adjourn the Special Meeting, if necessary or appropriate, to solicit additional proxies and "FOR" approval of the proposal to approve, by non-binding, advisory vote, certain compensation arrangements for the Company's named executive officers in connection with the Merger.

Board of Directors

In evaluating the Merger Agreement, the Merger and the other transactions contemplated by the Merger Agreement, the Board consulted with the Company's senior management, as well as representatives of its financial advisor and outside legal counsel. In the course of making its determination that the Merger Agreement and the transactions contemplated by the Merger Agreement, including the Merger, are fair to, and in the best interests of, the Company and its stockholders and to recommend that the Board approve and declare advisable the Merger Agreement and the transactions contemplated by the Merger Agreement, including the Merger, the Board considered numerous factors, including the following non-exhaustive list of material factors and benefits of the Merger, each of which the Board believed supported its determination and recommendation:

Per Share Merger Consideration. The Board considered:

- the current and historical market prices of our Common Stock, including the performance of our Common Stock relative to other participants in the Company's industry;
- the fact that the Per Share Merger Consideration represents an unaffected premium of 43.5% over the closing price of Company shares on October 8, 2015, one day prior to the Company's announcement that it was exploring strategic alternatives and the subsequent increase in trading price and volume of the Company shares; and
- the fact that the Per Share Merger Consideration represents a premium of 19.7% over the closing price of Company Common Stock on October 20, 2015, the last trading day before the announcement of the Merger Agreement.

Business and Financial Condition of the Company. The Board considered the Company's business and industry, financial condition, historical and projected financial performance, competitive position and assets and prospects.

Risks and Uncertainties. The Board considered, among other factors, that Company stockholders would continue to be subject to significant risks and uncertainties if the Company remained an independent public company including:

- the risks set forth in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2014 and subsequent quarterly reports on Form 10-Q and current reports on Form 8-K;
- the uncertainty of whether future trading values would reach the Per Share Merger Consideration as compared to the certainty of realizing a compelling value for shares of Company Common Stock in the Merger;
- that the Company's standalone plan is based on assumptions that are difficult to project and are subject to a high levels of uncertainty and variability, including its ability to develop products for, and the market's acceptance of, its "Hybrid IT" strategy;

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the pace and magnitude of on-going changes in the market for the Company's products resulting from the transition from on-premise to cloud-based technologies by its customers and industry participants generally;

the competitive risks to the Company's business from existing and new entrants to the Company's industry;

that the process for developing new products requires long-term and strategic investments and the risk that the Company would not be able to realize favorable returns from these investments;

the risk that the Company will not be to attract and retain customers or maintain pricing consistent with its standalone plan;

general macroeconomic challenges and economic weakness that could result in reduced spending for global information technology products and services and the related challenges for the Company to accurately forecast demand for its products and services; and

that the Company's failure to achieve forecasted revenue in its fiscal quarter ended June 30, 2015 may be evidence of increasing risk to the Company's business and its ability to realize its standalone plan.

Quality of the Sale Process. The Board considered:

that 5 of the 6 directors on the Board were independent and disinterested and were actively involved throughout the sale process including the day-to-day involvement and oversight by Mr. Waterhouse, an independent director;

that the Board thoroughly considered each of the potential financial and strategic acquirors most likely and capable of acquiring the Company;

that representatives of the Company's financial advisor made contact with numerous financial sponsors and potential strategic acquirors to see if they would be interested in acquiring the Company;

that the Company publicly announced on October 9, 2015 that the Board was reviewing strategic alternatives;

that only one strategic acquiror contacted engaged in any discussion regarding a potential acquisition of the Company, that no strategic acquiror contacted made an offer to acquire the Company and that no strategic acquirors initiated contact with the Company about an acquisition following the October 9, 2015 announcement;

that each of the bidders conducted substantial diligence on the Company and its business prior to submitting final bids;

the significant increase in value to the Company's stockholders from the unsolicited offer by Thoma Bravo to acquire the Company on August 17, 2015 of $52.00 per share, to the offer by Thoma Bravo on October 16, 2015 of $56.00 per share to the final Per Share Merger Consideration of $60.10;

the series of increasingly higher offers to acquire the Company and the intensity of the competition among the bidders; and

that the Per Share Merger Consideration of $60.10 was the highest offer received.

Negotiation Process. The Board considered the fact that the terms of the Merger Agreement were the result of robust arm's-length negotiations conducted by the Company, with the

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knowledge and at the direction of the Board, and with the assistance of independent financial advisors and outside legal counsel.

J.P. Morgan's Financial Presentation. The Board considered the financial analyses of J.P. Morgan that were performed in connection with the written opinion of J.P. Morgan dated October 21, 2015, to the effect that, as of such date and based upon and subject to the various factors and assumptions set forth in the written opinion, the consideration to be paid to the Holders in the proposed Merger was fair, from a financial point of view, to such Holders, as more fully described below under the heading " Opinion of J.P. Morgan Securities LLC."

Certainty of Consideration. The Board considered the all-cash nature of the consideration to be paid in the Merger, which allows Company stockholders to realize immediate value, in cash, for their investment in the Company, while avoiding the Company's significant business risks and while also providing Company stockholders certainty of value and liquidity for their shares.

Management Projections. The Board considered certain forecasts for the Company prepared by Company management, which reflect an application of various assumptions of the Company's senior management. The Board considered the inherent uncertainty of attaining management's forecasts, including those set forth in " Management Projections," and that as a result the Company's actual financial results in future periods could differ materially from management's forecasted results.

Likelihood of Completion; Certainty of Payment. The Board considered its belief that, absent a superior proposal, the Merger represented a transaction that would likely be consummated based on, among other factors:

- the absence of any financing condition to consummation of the Merger;
- the reputations and financial conditions of Silver Lake and Thoma Bravo and their proven ability to complete acquisition transactions;
- the fact that the conditions to the closing of the Merger are specific and limited in scope and do not require management participation in the transaction; and
- the Company's ability to request that the Delaware Court of Chancery (or, if the Delaware Court of Chancery lacks subject matter jurisdiction, any federal court located in the County of New Castle, Delaware) specifically enforce the Merger Agreement, including the consummation of the Merger, under certain circumstances described in "The Merger Agreement Specific Performance."

Other Terms of the Merger Agreement. The Board considered other terms of the Merger Agreement, which are more fully described below under the heading "The Merger Agreement." Certain provisions of the Merger Agreement that the Board considered significant include:

- *Ability to Respond to Unsolicited Acquisition Proposals.* Prior to the receipt of the Company stockholder approval, the Company may provide confidential information and/or engage in discussions or negotiations in connection with a bona fide written acquisition proposal (as more fully described below under the headings "The Merger Agreement Change in Recommendation or Alternative Acquisition Agreement") if the Board determines in good faith, after consultation with its financial advisor and outside legal counsel, that such acquisition proposal either constitutes a superior proposal or is reasonably likely to result in a superior proposal and that the failure to take such action would be inconsistent with the directors' fiduciary duties under applicable law, subject to certain notice requirements in favor of Parent and the entry into an acceptable confidentiality agreement;

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Change in Recommendation in Response to a Superior Proposal. The ability of the Company to terminate the Merger Agreement in order to accept a superior proposal, subject to Silver Lake's and Thoma Bravo's ability to match such superior proposal and subject to paying Parent a termination fee of $159 million and other conditions of the Merger Agreement (as more fully described below under the heading "The Merger Agreement Termination Fee");

Company Termination Fee. The fact that the Board believed that the termination fee described above is approximately 3.5% of the purchase price of the Company, which amount the Board believed was reasonable in light of, among other things, the typical size of such termination fees in similar transactions, the benefits of the Merger to the Company's stockholders and the likelihood that a fee of such size would not be preclusive of other offers;

Termination Date. The Termination Date under the Merger Agreement on which either party, subject to certain exceptions, can terminate the Merger Agreement allows for sufficient time to consummate the Merger, while minimizing the length of time during which the Company would be required to operate subject to the restrictions on interim operations set forth in the Merger Agreement;

Efforts to Complete the Merger. The Merger Agreement requires Parent to use its reasonable best efforts to obtain applicable regulatory approvals to consummate the Merger as further described below under the heading "The Merger Agreement Regulatory Approvals;" and

Appraisal Rights. The availability of statutory appraisal rights under the DGCL in connection with the Merger.

Financing-Related Terms. The Board considered:

the uncertainty and volatility in the credit financing market and its effect on a bidder's ability to finance an acquisition of the Company;

Parent's receipt of the executed Initial Debt Commitment Letter, which contained a commitment with respect to certain debt financing, on the terms and subject to the conditions of such commitment letter from Goldman Sachs Bank USA, a well-known entity with significant experience in similar lending transactions and a strong reputation for honoring the terms of its commitment letters, which, in the reasonable judgment of the Board, increased the likelihood of such financing being completed. The Initial Debt Commitment Letter was subsequently amended and restated in the form of the Debt Commitment Letter to provide a senior secured first lien term facility, a senior secured first lien revolving credit facility and a senior secured second lien notes of up to $2.205 billion in the aggregate;

Parent's receipt of Initial Equity Commitment Letters provided by each of Silver Lake and Thoma Bravo to fund up to a maximum amount of $1.20 billion each for the equity portion of the financing (such Initial Equity Commitment Letters were subsequently amended and restated in the form of the Equity Commitment Letters to provide a maximum of $1.21 billion each);

the fact that Parent was required to take all actions to obtain the equity financing contemplated by the Initial Equity Commitment Letters, and to use reasonable best efforts to cause the Debt Financing Sources that are party to the Initial Debt Commitment Letter, to fund the Debt Financing at the closing, upon the satisfaction of the conditions to such financings;

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the limited number and nature of the conditions to funding set forth in the Initial Debt Commitment Letter and Initial Equity Commitment Letters and the expectation that such conditions would be timely met and that the financing would be provided in a timely manner;

the requirement in the Merger Agreement, if Parent and Merger Sub fail to effect the closing under certain circumstances, for Parent to pay the Parent termination fee of $318 million without the Company having to establish any damages;

the Limited Guarantees provided by Silver Lake and Thoma Bravo in favor of the Company that guarantee the payment of the Parent termination fee; and

the specific right of the Company to obtain an injunction, or other appropriate form of specific performance or equitable relief, in connection with enforcing Parent's obligation to cause the Equity Financing to be provided by Silver Lake and Thoma Bravo to be funded, subject to the terms and conditions of the Merger Agreement as more fully described below under the heading "The Merger Agreement Specific Performance."

The Board also considered a number of uncertainties, risks and potentially negative factors in its deliberations concerning the Merger and the other transactions contemplated by the Merger Agreement, including the following:

No Participation in the Company's Future. The Board considered that if the Merger is consummated, Company stockholders will receive the Per Share Merger Consideration in cash and will no longer have the opportunity to participate in any future earnings or growth of the Company or benefit from any potential future appreciation in the value of Company shares, including any value that could be achieved if the Company engages in future strategic or other transactions;

Non-Solicitation Covenant. The Board considered that the Merger Agreement imposes restrictions on the Company's solicitation of acquisition proposals from third parties. However, based upon the process to review strategic alternatives described above in " Background of the Merger," including the Company's October 9, 2015 press release announcing its exploration of strategic alternatives and the fact that the most likely potential acquirors of the Company were contacted during such process, the Board believed it had a strong basis for determining that the Merger was the best transaction reasonably likely to be available to the Company;

Expense Reimbursement and Termination Fees. The Board considered the fact that the Company must pay Parent a termination fee of $159 million if the Merger Agreement is terminated under certain circumstances, including to accept a superior proposal, and that the amount of the termination fee is comparable to termination fees in transactions of a similar size, is reasonable, would not likely deter competing bids and would not likely be required to be paid unless the Company entered into a more favorable transaction. Additionally, the Board considered the fact that the Company must reimburse Parent's expenses up to $5 million if the Merger Agreement is terminated under certain circumstances, with the amount of such expenses deducted from any termination fee that subsequently becomes payable by the Company. The Board also recognized that the provisions in the Merger Agreement relating to these fees and expenses were insisted upon by Parent as a condition to entering into the Merger Agreement;

Interim Operating Covenants. The Board considered that the Merger Agreement imposes restrictions on the conduct of the Company's business prior to the consummation of the Merger, requiring the Company and its subsidiaries to conduct their business in all material respects in the ordinary course of business and to use commercially reasonable best efforts to preserve their business organizations substantially intact, customers and suppliers having significant business dealings with them and keep available the services of their key employees, and that may limit

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the Company and its subsidiaries from taking specified actions, which may delay or prevent the Company from undertaking business opportunities that may arise pending completion of the Merger;

Risks the Merger May Not Be Completed. The Board considered the risk that the conditions to the Merger may not be satisfied and that, therefore, the Merger would not be consummated. The Board also considered the risks and costs to the Company if the Merger is not consummated, including the diversion of management and employee attention, potential employee attrition, the potential effect on the Company's business operations, including its relationships with vendors, distributors, customers, partners and others that do business with the Company, and the potential effect on the trading price of Company shares;

Parent Termination Fee. The Board considered the fact that the Company is entering into a Merger Agreement with a newly formed entity without any material assets and, accordingly, that the Company's monetary remedy in connection with a breach of the Merger Agreement by Parent or Merger Sub is limited to the payment of the $318 million Parent termination fee under certain circumstances which may not be sufficient to compensate the Company for losses suffered as a result of a breach of the Merger Agreement by Parent or Merger Sub;

Potential Conflicts of Interest. The Board considered the potential conflict of interest created by the fact that the Company's executive officers and directors have financial interests in the transactions contemplated by the Merger Agreement, including the Merger, that may be different from or in addition to those of other stockholders, as more fully described under the heading " Interests of Certain Persons in the Merger;" and

Tax Treatment. The Board considered that the receipt of the Per Share Merger Consideration will generally be taxable to stockholders of the Company. The Board believed that this was mitigated by the fact that the entire Per Share Merger Consideration would be cash, providing adequate cash for the payment of any taxes due.

The foregoing discussion is not meant to be exhaustive, but summarizes many, if not all, of the material factors considered by the Board in its consideration of the Merger. After considering these and other factors, the Board concluded that the potential benefits of the Merger outweighed the uncertainties and risks. In view of the variety of factors considered by the Board and the complexity of these factors, the Board did not find it practicable to, and did not, quantify or otherwise assign relative weights to the foregoing factors in reaching its determination and recommendations. Moreover, each member of the Board applied his or her own personal business judgment to the process and may have assigned different weights to different factors. Upon due consideration of these and other factors, the Board believed that, overall, the potential benefits of the Merger to the Company's stockholders outweighed the risks and uncertainties of the Merger and unanimously adopted and approved the Merger Agreement, the Merger and the other transactions contemplated by the Merger Agreement and recommends that stockholders adopt the Merger Agreement based upon the totality of the information presented to and considered by the Board.

Opinion of J.P. Morgan Securities LLC

Pursuant to an engagement letter dated September 2, 2015, the Company retained J.P. Morgan as its financial advisor in connection with the proposed Merger.

J.P. Morgan delivered its written opinion to the Board, dated October 21, 2015, to the effect that, as of such date and based upon and subject to the factors and assumptions set forth in its opinion, the consideration to be paid to the holders of Company Common Stock other than Merger Sub (such holders other than Merger Sub, the "Holders") in the proposed Merger was fair, from a financial point of view, to such Holders.

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The full text of the written opinion of J.P. Morgan, dated October 21, 2015, which sets forth the assumptions made, matters considered and limits on the review undertaken, is attached as **Annex C** to this Proxy Statement and is incorporated herein by reference. The summary of the opinion of J.P. Morgan set forth in this Proxy Statement is qualified in its entirety by reference to the full text of such opinion. The Company's stockholders are urged to read the opinion in its entirety. J.P. Morgan's written opinion was addressed to the Board (in its capacity as such) in connection with and for the purposes of its evaluation of the proposed Merger, was directed only to the consideration to be paid to the Holders in the proposed Merger and did not address any other aspect of the proposed Merger. J.P. Morgan expressed no opinion as to the fairness of any consideration paid in connection with the Merger to the holders of any other class of securities, creditors or other constituencies of the Company or as to the underlying decision by the Company to engage in the proposed Merger. The issuance of J.P. Morgan's opinion was approved by a fairness committee of J.P. Morgan. The opinion does not constitute a recommendation to any stockholder of the Company as to how such stockholder should vote with respect to the proposed Merger or any other matter.

In arriving at its opinion, J.P. Morgan, among other things:

- reviewed a draft dated October 18, 2015 of the Agreement and Plan of Merger that was made and entered into as of October 21, 2015 by and among the Company, Parent and Merger Sub (such Agreement and Plan of Merger, the "Agreement");
- reviewed certain publicly available business and financial information concerning the Company and the industries in which it operates;
- compared the proposed financial terms of the proposed Merger with the publicly available financial terms of certain transactions involving companies J.P. Morgan deemed relevant and the consideration paid for such companies;
- compared the financial and operating performance of the Company with publicly available information concerning certain other companies J.P. Morgan deemed relevant and reviewed the current and historical market prices of the Company Common Stock and certain publicly traded securities of such other companies;
- reviewed certain internal financial analyses and forecasts prepared by the management of the Company relating to its business; and
- performed such other financial studies and analyses and considered such other information as J.P. Morgan deemed appropriate for the purposes of its opinion.

In addition, J.P. Morgan held discussions with certain members of the management of the Company with respect to certain aspects of the proposed Merger, and the past and current business operations of the Company, the financial condition and future prospects and operations of the Company, and certain other matters J.P. Morgan believed necessary or appropriate to its inquiry.

In giving its opinion, J.P. Morgan relied upon and assumed the accuracy and completeness of all information that was publicly available or was furnished to or discussed with J.P. Morgan by the Company or otherwise reviewed by or for J.P. Morgan, and J.P. Morgan did not independently verify (and did not assume responsibility or liability for independently verifying) any such information or its accuracy or completeness. J.P. Morgan did not conduct and was not provided with any valuation or appraisal of any assets or liabilities, nor did J.P. Morgan evaluate the solvency of the Company or Parent under any state or federal laws relating to bankruptcy, insolvency or similar matters. In relying on financial analyses and forecasts provided to J.P. Morgan or derived therefrom, J.P. Morgan assumed that they were reasonably prepared based on assumptions reflecting the best currently available estimates and judgments by management as to the expected future results of operations and financial condition of the Company to which such analyses or forecasts relate. J.P. Morgan expressed no view as

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to such analyses or forecasts or the assumptions on which they were based. J.P. Morgan also assumed that the proposed Merger and the other transactions contemplated by the Agreement will be consummated as described in the Agreement and this Proxy Statement, and that the definitive Agreement would not differ in any material respects from the draft thereof furnished to J.P. Morgan. J.P. Morgan also assumed that the representations and warranties made by the Company and Parent and Merger Sub (and their affiliates) in the Agreement and the related agreements were and will be true and correct in all respects material to its analysis. J.P Morgan is not a legal, regulatory or tax expert and relied on the assessments made by advisors to the Company with respect to such issues. J.P. Morgan further assumed that all material governmental, regulatory or other consents and approvals necessary for the consummation of the proposed Merger will be obtained without any adverse effect on the Company or on the contemplated benefits of the proposed Merger.

J.P. Morgan's opinion was necessarily based on economic, market and other conditions as in effect on, and the information made available to J.P. Morgan as of, the date of such opinion. J.P. Morgan's opinion noted that subsequent developments may affect J.P. Morgan's opinion, and that J.P. Morgan does not have any obligation to update, revise or reaffirm such opinion. J.P. Morgan's opinion is limited to the fairness, from a financial point of view, of the consideration to be paid to the Holders in the proposed Merger, and J.P. Morgan has expressed no opinion as to the fairness of any consideration paid in connection with the proposed Merger to the holders of any other class of securities, creditors or other constituencies of the Company or as to the underlying decision by the Company to engage in the proposed Merger. Furthermore, J.P. Morgan expressed no opinion with respect to the amount or nature of any compensation to any officers, directors, or employees of any party to the proposed Merger, or any class of such persons relative to the consideration to be paid to the Holders in the proposed Merger or with respect to the fairness of any such compensation. The terms of the Agreement, including the consideration, were determined through arm's length negotiations between the Company and Parent, and the decision to enter into the Agreement was solely that of the Board. J.P. Morgan's opinion and financial analyses were only one of the many factors considered by the Board in its evaluation of the proposed Merger and should not be viewed as determinative of the views of the Board or management with respect to the proposed Merger or the consideration to be paid in the proposed Merger.

In accordance with customary investment banking practice, J.P. Morgan employed generally accepted valuation methodology in reaching its opinion. The following is a summary of the material financial analyses utilized by J.P. Morgan in connection with rendering its opinion to the Board and contained in the presentation delivered to the Board in connection with J.P. Morgan's opinion, and does not purport to be a complete description of the analyses or data presented by J.P. Morgan. Some of the summaries of the financial analyses include information presented in tabular format. The tables are not intended to stand alone, and in order to more fully understand the financial analyses used by J.P. Morgan, the tables must be read together with the full text of each summary. Considering the data set forth below without considering the full narrative description of the financial analyses, including the methodologies and assumptions underlying the analyses, could create a misleading or incomplete view of J.P. Morgan's analyses.

Public Trading Multiples

Using publicly available information, J.P. Morgan compared selected financial data of the Company with similar data for selected publicly traded companies engaged in businesses which J.P. Morgan judged to be analogous to the Company. The companies selected by J.P. Morgan were as follows:

Barracuda Networks, Inc.

CA, Inc.

Citrix Systems, Inc.

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CommVault Systems, Inc.

The Descartes Systems Group, Inc.

Infoblox, Inc.

LogMeIn, Inc.

Micro Focus International PLC

Progress Software Corporation

Qualys, Inc.

VMware, Inc.

For each of the selected companies listed above, J.P. Morgan calculated the multiple of firm value ("FV") to estimated unlevered free cash flow ("uFCF") for calendar year 2016. uFCF is defined as operating cash flow less cash-based capital expenditures less after tax net interest income. The multiples were based on the selected companies' closing share prices on October 20, 2015 and publicly available Wall Street analysts' consensus estimates.

Selected Company	FV / uFCF CY2016E
Barracuda Networks, Inc.	14.1x
CA, Inc.	11.7x
Citrix Systems, Inc.	12.8x
CommVault Systems, Inc.	16.0x
The Descartes Systems Group, Inc.	21.4x
Infoblox, Inc.	13.4x
LogMeIn, Inc.	19.9x
Micro Focus International PLC	13.9x
Progress Software Corporation	13.7x
Qualys, Inc.	26.2x
VMware, Inc.*	15.2x

*

Based on the closing share price of VMware, Inc. common stock on October 7, 2015 (which J.P. Morgan considered to be the last full "unaffected" trading day before the publication of press reports regarding a potential transaction between Dell Inc. and EMC Corp.).

Based on the results of this analysis, J.P Morgan selected a multiple reference range of 12.0x to 20.0x for FV/uFCF 2016E. This range was then applied to Company management's estimated unlevered free cash flow for the Company for fiscal year 2016, yielding an implied equity value range for the Company Common Stock, rounded to the nearest $0.25, of $38.50 to $62.75 per share.

Selected Transaction Analysis

Using publicly available information, J.P. Morgan reviewed selected transactions involving companies that engaged in businesses that J.P. Morgan judged to be analogous to the Company's

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businesses, separating them into strategic and sponsor-led transactions. Specifically, J.P. Morgan reviewed the following transactions:

Strategic Transactions

Date Announced	Target	Buyer	FV / NTM EBITDA
August 2011	Autonomy Corporation PLC	Hewlett-Packard Company	22.6x
October 2011	RightNow Technologies, Inc.	Oracle Corporation	34.2x
February 2012	Taleo Corporation	Oracle Corporation	25.1x
July 2012	Quest Software, Inc.	Dell, Inc.	9.6x
August 2012	Kenexa	International Business Machines Corporation	18.8x
July 2013	SourceFire, Inc.	Cisco Systems, Inc.	42.5x
June 2014	MICROS Systems, Inc.	Oracle Corporation	14.0x
February 2015	Advent Software	SS&C Technologies Holdings, Inc.	18.4x

Sponsor Transactions

Date Announced	Target	Buyer	FV / NTM EBITDA
November 2010	Novell, Inc.	Attachmate Corporation	7.4x
April 2011	Epicor Software Corp.	Apax Partners	12.0x
April 2011	Lawson Software, Inc.	Golden Gate Capital Partners	11.0x
July 2011	Blackboard Inc.	Providence Equity Partners, Inc.	13.5x
March 2012	Misys PLC	Vista Equity Partners	9.3x
August 2012	Deltek, Inc.	Thoma Bravo, LLC	9.5x
November 2012	JDA Software Group, Inc.	RedPrairie Corporation	9.4x
May 2013	BMC Software, Inc.	Bain Capital LLC	7.5x
September 2014	TIBCO Software, Inc.	Vista Equity Partners	17.4x
November 2014	Compuware Corporation	Thoma Bravo, LLC	10.8x
December 2014	Riverbed Technology, Inc.	Thoma Bravo, LLC	10.4x
April 2015	Informatica Corporation	Permira, LLP	18.2x
September 2015	Solera Holdings, Inc.	Vista Equity Partners	12.8x

For each of the selected transactions, J.P. Morgan calculated the multiple of the target company's FV as of the date of announcement of the applicable transaction to the target company's earnings before interest, taxes, depreciation and amortization ("EBITDA") for the twelve-month period following the announcement date of the applicable transaction, which is referred to below as NTM EBITDA. Based on the results of this analysis, J.P. Morgan selected a multiple reference range of 10.0x to 18.0x for FV/NTM EBITDA. This range was then applied to Company management's estimated EBITDA for the Company for fiscal year 2016, yielding an implied equity value range for the Company Common Stock, rounded to the nearest $0.25, of $37.00 to $64.75 per share.

Discounted Cash Flow Analysis

J.P. Morgan conducted a discounted cash flow analysis for the purpose of determining the fully diluted equity value per share for the Company Common Stock. J.P. Morgan calculated the uFCF that the Company is expected to generate during the fourth quarter of fiscal year 2015 through fiscal year 2024 based upon (i) in respect of the fourth quarter of fiscal year 2015 through 2020, financial projections prepared by the management of the Company (the "Company Management Projections") and (ii) in respect of 2021 through 2024, extrapolations from the Company Management Projections that were reviewed and approved by the Company's management for J.P. Morgan's use in connection

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with its financial analyses and rendering its opinion to the Board. J.P. Morgan also calculated a range of terminal values of the Company by applying perpetual growth rates ranging from 2.5% to 3.5% of the unlevered free cash flow of the Company during the terminal year. The unlevered free cash flows and the range of terminal values were then discounted to present values using a range of discount rates ranging from 9.0% to 11.0%, which were chosen by J.P. Morgan based upon an analysis of the weighted average cost of capital of the Company and were applied using the mid-year convention for discounting. The present value of the unlevered free cash flows and the range of terminal values were then adjusted for the Company's net cash. Based on the foregoing, the discounted cash flow analysis indicated a range of implied equity values of the Company Common Stock, rounded to the nearest $0.25, of $44.75 to $64.25 per share on a stand-alone basis.

Miscellaneous

The foregoing summary of certain material financial analyses does not purport to be a complete description of the analyses or data presented by J.P. Morgan. The preparation of a fairness opinion is a complex process and is not necessarily susceptible to partial analysis or summary description. J.P. Morgan believes that the foregoing summary and its analyses must be considered as a whole and that selecting portions of the foregoing summary and these analyses, without considering all of its analyses as a whole, could create an incomplete view of the processes underlying the analyses and its opinion. In arriving at its opinion, J.P. Morgan did not attribute any particular weight to any analyses or factors considered by it and did not form an opinion as to whether any individual analysis or factor (positive or negative), considered in isolation, supported or failed to support its opinion. Rather, J.P. Morgan considered the totality of the factors and analyses performed in determining its opinion. Analyses based upon forecasts of future results are inherently uncertain, as they are subject to numerous factors or events beyond the control of the parties and their advisors. Accordingly, forecasts and analyses used or made by J.P. Morgan are not necessarily indicative of actual future results, which may be significantly more or less favorable than suggested by those analyses. Moreover, J.P. Morgan's analyses are not and do not purport to be appraisals or otherwise reflective of the prices at which businesses actually could be bought or sold. None of the selected companies reviewed as described in the above summary is identical to the Company, and none of the selected transactions reviewed was identical to the proposed Merger. However, the companies selected were chosen because they are publicly traded companies with operations and businesses that, for purposes of J.P. Morgan's analysis, may be considered similar to those of the Company. The transactions selected were similarly chosen because their participants, size and other factors, for purposes of J.P. Morgan's analysis, may be considered similar to the proposed Merger. The analyses necessarily involve complex considerations and judgments concerning differences in financial and operational characteristics of the companies involved and other factors that could affect the companies compared to the Company and the transactions compared to the proposed Merger.

As a part of its investment banking business, J.P. Morgan and its affiliates are continually engaged in the valuation of businesses and their securities in connection with mergers and acquisitions, investments for passive and control purposes, negotiated underwritings, secondary distributions of listed and unlisted securities, private placements, and valuations for estate, corporate and other purposes. J.P. Morgan was selected to advise the Company with respect to the proposed Merger and to deliver an opinion to the Board with respect to the proposed Merger on the basis of such experience and its familiarity with the Company.

For services rendered in connection with the proposed Merger and the delivery of its opinion, the Company has agreed to pay J.P. Morgan a transaction fee of 0.875% of the total consideration to be paid to the holders of Company Common Stock, $3.5 million of which was payable upon the earlier of the public announcement of the proposed Merger or delivery by J.P. Morgan of its opinion, and a break fee equal to 25% of the difference of any break-up fee received by the Company or its affiliates

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or subsidiaries minus the Company's unreimbursed expenses (other than fees to J.P. Morgan) in connection with the proposed Merger; provided that in no event shall any break fee payable to J.P. Morgan, together with other fees paid to J.P. Morgan in connection with the proposed Merger, exceed the amount of the fee that would have been payable to J.P. Morgan had the proposed Merger been consummated. In addition, the Company has agreed to reimburse J.P. Morgan for its expenses incurred in connection with its services, including the fees and disbursements of counsel, and will indemnify J.P. Morgan against certain liabilities arising out of its engagement.

During the two years preceding the date of this letter, neither J.P. Morgan nor its affiliates have had any other material financial advisory or other material commercial or investment banking relationships with the Company, Parent, Merger Sub, Silver Lake or Thoma Bravo (Silver Lake, together with Thoma Bravo, the "Acquirors"). During the two years preceding the date of this letter, J.P. Morgan and its affiliates have provided financial advisory, equity and debt underwriting and bank financing services to portfolio companies of the Acquirors that are unrelated to the proposed Merger. In addition, J.P. Morgan's commercial banking affiliate is an agent bank and a lender under outstanding credit facilities of the Company, for which it receives customary compensation or other financial benefits. During the two years preceding the date of this letter, J.P. Morgan and its affiliates have provided treasury services to the Company and Silver Lake for customary compensation. In the ordinary course of their businesses, J.P. Morgan and its affiliates may actively trade the debt and equity securities of the Company and those of the Acquirors and affiliates and portfolio companies of the Acquirors for their own accounts or for the accounts of customers and, accordingly, they may at any time hold long or short positions in such securities. In addition, J.P. Morgan and its affiliates hold, on a proprietary basis, less than 1% of the outstanding Common Stock of the Company or Merger Sub and none of any similar equity interests of the Acquirors or Parent.

Management Projections

The Company does not, as a matter of course, publicly disclose projections as to its future financial performance. However, in connection with the comprehensive strategic and financial review process as described in this proxy statement, management prepared certain unaudited forecasts (the "Management Projections"), which were provided to the board of directors, J.P. Morgan and parties potentially interested in a transaction with the Company, including Parent.

The Management Projections were not prepared with a view to public disclosure and are included in this proxy statement only because the Management Projections were made available to participants in the strategic and financial review process in connection with their due diligence review of the Company, and made available to J.P. Morgan for use in connection with its financial analyses. The Management Projections were not prepared with a view to compliance with (1) generally accepted accounting principles in the U.S. ("GAAP") in the United States or any other jurisdiction, (2) the published guidelines of the SEC regarding projections and forward-looking statements; or (3) the guidelines established by the American Institute of Certified Public Accountants for preparation and presentation of prospective financial information. Neither the Company's independent registered public accounting firm, nor any other independent accountants, have audited, reviewed, compiled, examined, or performed any procedures with respect to the Management Projections or expressed any opinion or given any form of assurance with respect thereto or their achievability. The report of the Company's independent registered public accounting firm incorporated by reference relates to the Company's historical financing information only and does not extend to the prospective financial information and should not be read to do so. The summary of the Management Projections is included solely to give stockholders of the Company access to certain financial projections that were made available to the board of directors, J.P. Morgan and parties potentially interested in a transaction with the Company, including Parent.

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Although a summary of the Management Projections is presented with numerical specificity, they reflect numerous assumptions and estimates as to future events made by the Company's management that management believed were reasonable at the time the Management Projections were prepared, taking into account the relevant information available to the Company's management at the time. However, this information should not be relied upon as being necessarily indicative of actual future results. Important factors that may affect actual results and cause the Management Projections not to be achieved include general economic conditions, regulatory conditions, financial market conditions, the Company's ability to achieve forecasted sales, accuracy of certain accounting assumptions, changes in actual or projected cash flows, competitive pressures and changes in tax laws. The Management Projections also reflect assumptions as to certain business decisions that are subject to change. In addition, the Management Projections do not take into account any circumstances or events occurring after the date that they were prepared and do not give effect to the Merger. As a result, there can be no assurance that the Management Projections will be realized, and actual results may be materially better or worse than those contained in the Management Projections. The Management Projections cover multiple years, and such information by its nature becomes less reliable with each successive year.

The inclusion of the Management Projections in this proxy statement should not be regarded as an indication that the board of directors, the Company, J.P. Morgan or any of their respective affiliates or representatives or any other recipient of this information considered, or now considers, the Management Projections to be predictive of actual future results. The summary of the Management Projections is not included in this proxy statement in order to induce any stockholder to vote in favor of the proposal to adopt the Merger Agreement or any of the other proposals to be voted on at the Special Meeting or for any other purpose. We do not intend to update or otherwise revise the Management Projections to reflect circumstances existing after the date when made or to reflect the occurrence of future events, even in the event that any or all of the assumptions underlying the Management Projections are shown to be in error or no longer appropriate, except as otherwise required by law. **In light of the foregoing factors and the uncertainties inherent in the Management Projections, stockholders are cautioned not to place undue, if any, reliance on the projections included in this proxy statement**.

Neither the Company, Parent nor any of their respective affiliates, advisors, officers, directors or representatives has made or makes any representation to any Company stockholder or other person regarding the ultimate performance of the Company compared to the information contained in the Management Projections or that the Management Projections will be achieved. The Company has made no representation to Parent or Merger Sub, in the Merger Agreement or otherwise, concerning the Management Projections.

The Management Projections and the accompanying tables contain non-GAAP operating income and EBITDA, which are non-GAAP financial measures within the meaning of applicable rules and regulations of the SEC. The Company believes both measures are helpful in understanding its past financial performance and future results. These non-GAAP financial measures are not meant to be considered in isolation or as a substitute for comparable GAAP measures and should be read in conjunction with the Company's consolidated financial statements prepared in accordance with GAAP and the reconciliation to GAAP measures presented herein. The Company's management regularly uses the Company's non-GAAP operating income internally to understand and manage the business and forecast future periods. We believe that EBITDA is frequently used by (a) securities analysts, investors and other interested parties in their evaluation of companies, many of which present an EBITDA measure when reporting their results, and (b) parties such as those potentially interested in a transaction with the Company that may secure debt financing, as creditors providing such debt financing typically use EBITDA as a key metric to assess the credit worthiness of an underlying company. The Management Projections should be evaluated, if at all, in conjunction with the historical financial statements and other information regarding the Company in its public filings with the SEC.

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The following table summarizes the Management Projections. The Management Projections are forward-looking statements. For information on factors that may cause the Company's future results to materially vary, see the information under the section captioned "Cautionary Statement Regarding Forward-Looking Statements."

($ in millions)	FY 2015E	FY 2016E	FY 2017E	FY 2018E	FY 2019E	FY 2020E
Revenue	$ 507	$ 604	$ 697	$ 789	$ 878	$ 970
Non-GAAP Operating Income	$ 212	$ 259	$ 296	$ 333	$ 371	$ 408
EBITDA	$ 220	$ 269	$ 310	$ 349	$ 389	$ 428
Free Cash Flow	$ 188	$ 235	$ 267	$ 304	$ 339	$ 373

The above non-GAAP financial measures exclude, among other items, amortization of intangible assets, stock-based compensation expense, acquisition-related adjustments and restructuring charges. The Company is unable to provide a reconciliation of GAAP operating income to each of non-GAAP operating income and EBITDA because of the difficulty in predicting the adjusting items in future periods. For instance, the Company cannot reasonably estimate the expected stock-based compensation expense for these future periods as the amounts depend upon such factors as the future valuation of the Company for purposes of computation. In addition, costs related to non-recurring items such as acquisitions and restructuring events are not costs that the Company can estimate because they are a function of what non-recurring items, if any, occur and the kind of costs incurred in connection with any such non-recurring items.

As noted above, the Management Projections reflect numerous estimates and assumptions made with respect to industry performance, general business, economic, regulatory, market and financial conditions and other future events, as well as matters specific to our business, all of which are difficult to predict and many of which are beyond our control.

Financing of the Merger

We anticipate that the total funds needed by Parent and Merger Sub to:

- pay our stockholders and holders of equity awards the amounts due to them under the Merger Agreement;
- pay related fees and expenses in connection with the Merger and associated transactions; and
- repay or refinance the outstanding indebtedness of the Company that will be payable as a result of the Merger will be approximately $4.7 billion.

We anticipate that the funds needed to pay the amounts described above will be obtained as follows:

- Equity Financing to be provided to Parent by Thoma Bravo or other parties to whom it assigns a portion of its commitment, in an aggregate amount of up to $1.21 billion;
- Equity Financing to be provided to Parent by Silver Lake or other parties to whom it assigns a portion of its commitment, in an aggregate amount of up to $1.21 billion;

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Debt Financing to Parent and Merger Sub in the form of a senior secured first lien term facility, a senior secured first lien revolving credit facility and senior secured second lien notes issued and sold in a private placement of up to $2.205 billion in the aggregate, on the terms and subject to the conditions set forth in the Debt Commitment Letter. The senior secured first lien term facility will be in an aggregate principal amount of $1.5 billion and is expected to include a $1.250 billion US Dollar denominated first lien term loan facility and a $250 million US Dollar equivalent first lien term loan facility denominated in Euro. The senior secured first lien revolving credit facility will be in an aggregate principal amount of $125 million and senior secured second lien notes in an aggregate principal amount of $580 million will be issued and sold in a private placement; and

cash of the Company expected to be on hand and available at the closing in an amount of approximately $150 million.

We believe the amounts committed under the Equity Commitment Letters and the Debt Commitment Letter, each as described below, will be sufficient to complete the Merger and pay related fees and expenses in connection with the Merger and associated transactions and repay or refinance the outstanding indebtedness of the Company that will be payable as a result of the Merger, but we cannot assure you of that. Those amounts may be insufficient if, among other things, Silver Lake and/or Thoma Bravo fail to purchase their respective committed amounts in breach of their respective Equity Commitment Letters, the commitment parties under the Debt Commitment Letter fail to fund the committed amounts in breach of such Debt Commitment Letter, the outstanding indebtedness of the Company at the closing of the Merger is greater than anticipated or the fees, expenses or other amounts required to be paid in connection with the Merger are greater than anticipated.

Equity Commitments

Parent has entered into the Equity Commitment Letters, each dated as of October 28, 2015, with each of Thoma Bravo and Silver Lake, respectively, pursuant to which Thoma Bravo and Silver Lake committed to capitalize Parent, at or immediately prior to the Effective Time of the Merger, with an aggregate common equity contribution in an amount of up to $2.42 billion, subject to the terms and conditions set forth therein. Under certain circumstances, the Company is entitled to seek specific performance to cause Parent to draw down the full proceeds of the Equity Financing in connection with the consummation of the Merger pursuant to the terms and conditions of the Equity Commitment Letters and the Merger Agreement.

Debt Commitments

Parent and Merger Sub have entered into the Debt Commitment Letter pursuant to which the Debt Financing Sources have committed to provide Debt Financing to Parent and Merger Sub in the form of a senior secured first lien term facility and senior secured second lien notes issued and sold in a private placement of up to $2.08 billion in the aggregate, on the terms and subject to the conditions set forth in the Debt Commitment Letter. The senior secured first lien term facility will be in an aggregate principal amount of $1.5 billion and is expected to include a $1.25 billion US Dollar denominated first lien term loan facility and a $250 million US Dollar equivalent term first lien loan facility denominated in Euro. Senior secured second lien notes in an aggregate principal amount of $580 million will be issued and sold in a private placement, on the terms and subject to the conditions set forth in the Debt Commitment Letter. Certain of the Debt Financing Sources have also committed, on the terms and subject to the conditions set forth in the Debt Commitment Letter, to provide a $125 million senior secured first lien revolving credit facility.

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Limited Guarantees

Pursuant to two Limited Guarantees, each dated October 21, 2015, delivered by each of Silver Lake and Thoma Bravo, as the Guarantors in favor of the Company, each of the Guarantors has agreed to guarantee the due, prompt and complete payment to the Company of an amount equal to the Parent termination fee and certain indemnification and expense reimbursement obligations specified in the Merger Agreement, including the reimbursement and indemnification obligations of Parent and Merger Sub in connection with any costs and expenses incurred by the Company as a result of its cooperation with the arrangement of the Debt Financing (the "Guaranteed Obligations").

Subject to specified exceptions, the Limited Guarantees will terminate upon the earliest of:

the Effective Time;

the valid termination of the Merger Agreement in accordance with its terms, other than a termination pursuant to which the Company would be entitled to its termination fee or those certain indemnification and expense reimbursements, in which case each of the Limited Guarantees will terminate on the one year anniversary of such termination unless the Company delivers a written notice with respect to the Guaranteed Obligations prior to such one year anniversary; provided that if the Merger Agreement has been so terminated and such notice has been provided, the Guarantors shall have no further liability or obligation under the Limited Guarantees from and after the earliest of (x) the consummation of the closing in accordance with the terms of the Merger Agreement, including payment of the aggregate Merger consideration in accordance with the Merger Agreement, (y) a final, non-appealable order of a court of competent jurisdiction determining that the Guarantors do not owe any amount under the Limited Guarantees, and (z) a written agreement among the Guarantors and the Company terminating the obligations and liabilities of the Guarantors pursuant to the Limited Guarantees; and

payment of the Guaranteed Obligations by the Guarantors, Parent or Merger Sub.

Closing and Effective Time of the Merger

The Merger Agreement provides that the closing of the Merger will take place on the later of the (i) second business day following the date on which the last of the conditions to closing of the Merger (described under "The Merger Agreement Conditions to Completion of the Merger") has been satisfied or waived (other than the conditions that by their nature are to be satisfied at the closing of the Merger, but subject to the fulfillment or waiver of those conditions) and (ii) first business day after the final day of the marketing period (described below), or such earlier date as may be specified by Parent on no less than three business days' prior notice to the Company.

Payment of Merger Consideration and Surrender of Stock Certificates

Each holder of record of a certificate representing shares of our Common Stock (other than holders of Excluded Shares) will be sent a letter of transmittal describing how such holder may exchange its shares of our Common Stock for the Per Share Merger Consideration promptly, and in any event within five business days, after the completion of the Merger.

You should not return your stock certificates with the enclosed proxy card, and you should not forward your stock certificates to the exchange agent without a letter of transmittal.

If you are a holder of record of our Common Stock, you will not be entitled to receive the Per Share Merger Consideration until you deliver a duly completed and executed letter of transmittal to the exchange agent. If your shares are certificated, you must also surrender your stock certificate or certificates to the exchange agent. If ownership of your shares is not registered in the transfer records

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of the Company, a check for any cash to be delivered will only be issued if the applicable letter of transmittal is accompanied by the certificate formerly representing such shares (or an affidavit of loss in lieu thereof accompanied by a bond if requested by Parent) and all documents reasonably required to evidence and effect transfer and to evidence that any applicable stock transfer taxes have been paid or are not applicable.

Interests of Certain Persons in the Merger

In considering the recommendation of the Board with respect to the Merger, you should be aware that executive officers and directors of the Company may have certain interests in the Merger that may be different from, or in addition to, the interests of the Company's stockholders generally, as more fully described below. The Board was aware of and considered these interests to the extent that they existed at the time, among other matters, in evaluating the Merger and in recommending that the Merger Agreement be adopted by the stockholders of the Company.

Arrangements with Parent

As of the date of this proxy statement, none of our executive officers has entered into any agreement with Parent or any of its affiliates regarding employment with, or the right to purchase or participate in the equity of, the Surviving Corporation or one or more of its affiliates. Prior to or following the closing of the Merger (but not prior to the Company and Thoma Bravo and Silver Lake arriving at the $60.10 Per Share Merger Consideration), certain of our executive officers may have discussions, or may enter into agreements with, Parent or Merger Sub or their respective affiliates regarding employment with, or the right to purchase or participate in the equity of, the Surviving Corporation or one or more of its affiliates.

Indemnification and Insurance of Directors and Executive Officers

The Surviving Corporation and its subsidiaries will honor and fulfill in all respects the obligations of the Company and its subsidiaries under any and all indemnification agreements between the Company or any of its subsidiaries and any of their respective current or former directors and officers for a period of six years following the Effective Time. The Surviving Corporation will indemnify, defend and hold harmless current or former directors and officers of the Company and its subsidiaries with respect to all acts or omissions by them in their capacities as such or any transactions contemplated by the Merger Agreement for a period of six years following the Effective Time. During such six-year time period, Parent also will cause the certificate of incorporation, bylaws or other organizational documents of the Surviving Corporation and its subsidiaries to contain provisions with respect to indemnification, advancement of expenses and limitation of director and officer liability that are at least as favorable to the current or former directors and officers of the Company and its subsidiaries as those set forth in the Company's and its subsidiaries' organizational documents as of the date of the Merger Agreement and will not amend, repeal or otherwise modify these provisions in the organizational documents in any manner except as required by law.

The Merger Agreement also provides that, for a period of six years following the Effective Time, the Surviving Corporation will maintain in effect the Company's current directors' and officers' liability insurance in respect of acts or omissions occurring at or prior to the Effective Time on terms with respect to coverage and amount that are equivalent to those currently existing on the date of the signing of the Merger Agreement. Prior to the Effective Time, the Company may purchase a six-year "tail" policy and the Surviving Corporation will maintain such "tail" policy in full force and effect and continue to honor the obligations under the "tail" policy. This obligation is subject to an annual premium cap of 300% of the aggregate annual premiums currently paid by the Company for such coverage for its last full fiscal year. For more information, see the section of this proxy statement captioned "The Merger Agreement Indemnification and Insurance."

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Treatment of Equity-Based Awards

Stock Options. At the Effective Time of the Merger, each outstanding option to acquire our Common Stock, whether vested or unvested, will be canceled and converted into the right to receive an amount in cash equal to the product of (1) the Per Share Merger Consideration minus the applicable exercise price and (2) the number of shares subject to such option, without interest and less any required withholdings or deductions.

Non-2015 Plan Restricted Stock Units. At the Effective Time of the Merger, any vesting conditions applicable to each outstanding RSU (other than the RSUs issued or granted under the 2015 Plan and RSUs held by certain of our management team members) will accelerate in full, and each RSU will be canceled, with the holder receiving a cash amount equal to the product of (1) the Per Share Merger Consideration and (2) the number of shares subject to such RSU, less any required withholdings or deductions. The payments in respect of such RSUs will be paid, without interest, as promptly as practicable, but in no event later than the date which is the later of (i) 5 business days following the Effective Time of the Merger and (ii) the date of the Company's first regularly scheduled payroll after the Effective Time.

Restricted Stock Units held by certain management team members. At the Effective Time of the Merger, the vesting of 50% of the unvested portion of the RSUs held by certain of our management team members, including all our executive officers, (other than RSUs issued or granted under the 2015 Plan) will accelerate. Such persons will be entitled to receive a cash amount equal to the product of (1) the Per Share Merger Consideration and (2) the number of shares subject to the vested RSUs after giving effect to the 50% acceleration, less any required withholdings or deductions. The payments in respect of such RSUs will be paid, without interest, as promptly as practicable, but in no event later than the date which is the later of (i) 5 business days following the Effective Time of the Merger and (ii) the date of the Company's first regularly scheduled payroll after the Effective Time.

At the Effective Time of the Merger, the remaining unvested RSUs held by such persons will be canceled and converted into a contingent right to receive a cash amount equal to the product of (1) the Per Share Merger Consideration and (2) the number of shares subject to such unvested RSUs, less any required withholdings or deductions, subject to the satisfaction of the vesting conditions applicable to the underlying RSUs as of the date of the Merger Agreement. The payments in respect of such RSUs will be paid, without interest, as promptly as practicable, but in no event later than the date which is the later of (i) 5 business days following the dates on which the vesting conditions are satisfied and (ii) the date of the Company's first regularly scheduled payroll after the dates on which the vesting conditions are satisfied.

2015 Plan Restricted Stock Units. At the Effective Time of the Merger, any unvested RSUs issued or granted under the 2015 Plan will not accelerate in full but instead will be canceled and converted into a contingent right to receive a cash amount equal to the product of (1) the Per Share Merger Consideration and (2) the number of shares subject to such RSUs, less any required withholdings or deductions, subject to the holder of such RSUs being continuously employed with the Surviving Corporation until the date of satisfaction of the vesting conditions applicable to the underlying RSUs as of the date of the Merger Agreement. The payments in respect of such RSUs will be paid, without interest, as promptly as practicable, but in no event later than the date which is the later of (i) 5 business days following the dates on which the vesting conditions are satisfied and (ii) the date of the Company's first regularly scheduled payroll after the dates on which the vesting conditions are satisfied.

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Equity Interests of the Company's Named Executive Officers and Non-Employee Directors

The following table sets forth the number of shares of Common Stock and the number of shares of Common Stock underlying equity awards that are currently held by each of the Company's executive officers and non-employee directors, in each case that either are currently vested or that will vest in connection with the Merger, assuming that the Effective Time occurred on December 1, 2015. These awards will be treated in the manner described above and will be paid in cash upon the completion of the Merger. The table also sets forth the amounts that would be realized by our executive officers and non-employee directors with respect to these shares and equity awards based on the $60.10 Per Share Merger Consideration (minus the applicable exercise price for the in-the-money options). No new shares of Common Stock or equity awards were granted to any executive officer or non-employee director in contemplation of the Merger.

Name	Shares (#)(1)	Shares ($)	Options (#)(2)	Options ($)	RSUs (#)(3)	RSUs ($)	Total ($)
Kevin B. Thompson	248,554	14,938,095	951,021	24,222,677	102,514	6,161,091	45,321,864
Jason Ream	15,823	950,962	135,226	2,343,581	26,141	1,571,074	4,865,617
J. Barton Kalsu	13,246	796,085	154,938	2,858,132	26,741	1,607,134	5,261,350
Paul Strelzick			222,888	3,872,635	38,251	2,298,885	6,171,521
Douglas G. Hibberd	3,469	208,487	212,445	4,067,858	32,633	1,961,243	6,237,588
Steven M. Cakebread	5,932	356,513	58,081	1,574,933	3,604	216,600	2,148,047
Paul J. Cormier	1,980	118,998	22,078	396,374	7,562	454,476	969,848
J. Benjamin Nye(4)	13,570	815,557					815,557
Ellen F. Siminoff	18,723	1,125,252	53,257	1,408,756	3,604	216,600	2,750,609
Roger J. Sippl	44,685	2,685,569	57,000	1,490,159	3,604	216,600	4,392,328
Lloyd G. Waterhouse	15,200	913,520	59,903	1,661,448	3,604	216,600	2,791,569

(1) Includes shares directly held and shares beneficially owned as defined in Rule 16a-1(a)(2) under the Exchange Act.

(2) Represents number of vested options held after giving effect to accelerated vesting provided under the Merger Agreement. Under the Merger Agreement, 100% of all outstanding unvested options, including those options held by our executive officers and non-employee directors will accelerate and vest at the Effective Time.

(3) Represents number of outstanding RSUs that will vest in connection with the Merger. Under the Merger Agreement, 50% of each tranche of outstanding RSUs held by certain of our management team members, including all of our executive officers, will accelerate and vest at the Effective Time and 100% of outstanding RSUs held by non-employee directors will accelerate and vest at the Effective Time.

(4) Mr. Nye resigned from our board of directors effective May 31, 2015. Shares held by Mr. Nye are as reported on a Form 4 filed by Mr. Nye on May 19, 2014.

Payments Upon Termination Following Change-in-Control

We have entered into employment agreements ("Employment Agreements") with each of our executive officers, which provide for the payment of severance benefits if an executive officer's employment is terminated by us without "cause" or as a result of a "constructive termination" during the twelve-month period following a change of control. The following descriptions of the terms of the Employment Agreements with our executive officers are intended as a summary only and are qualified in their entirety by reference to the employment agreements filed as exhibits to our Annual Report on Form 10-K for the year ended December 31, 2014, which was filed with the SEC on February 23, 2015. For information regarding the potential total dollar value of the compensation that would be paid

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under these arrangements as of December 1, 2015, see below under "Golden Parachute Compensation."

Pursuant to the Employment Agreements with our executive officers, if an executive officer is terminated other than for "cause" or as a result of a "constructive termination" upon or during the twelve-month period following a change of control, he will be entitled to receive (i) a lump sum cash severance amount equal to his then current annual base salary in the case of Messrs. Hibberd, Kalsu, Ream and Strelzick and twice his then current annual base salary in the case of Mr. Thompson, (ii) any earned but unpaid incentive compensation payments, (iii) full and immediate vesting of all of his then outstanding stock option, restricted stock and RSU awards and (iv) reimbursement of health and dental care premiums for such executive officer (other than Mr. Hibberd) and his dependents incurred to continue health and dental insurance coverage for 12 months after termination, to the extent he is eligible for and elects such continued coverage under COBRA. Mr. Hibberd is not entitled to any reimbursement of health and dental care premiums as he and his family are residents of Australia with government-sponsored health care. One half of the cash severance payment described in (i) and the payments described in (ii) and (iv) above are conditioned upon the executive officer signing a release of claims within 74 days of his Termination Date and not later revoking the release of claims and his continued full performance of the confidentiality and non-solicitation obligations under his Employment Agreement.

For purposes of the Employment Agreements, "change of control" is defined as a transaction or series of transactions where the stockholders of the Company immediately preceding such transaction own, following such transaction, less than 50% of the voting securities of the Company; provided however, that a firmly underwritten public offering of our Common Stock shall not be deemed a change of control.

A termination for "cause" occurs under the Employment Agreements if an executive officer's employment is terminated for any of the following reasons: (i) continued substantial violations of his employment duties or willful disregard of commercially reasonable and lawful directives from his managing executive after the executive officer has received sufficient written demand for performance; (ii) moral turpitude, dishonesty or gross misconduct in the performance of the duties of the position or that has materially and demonstrably injured our finances or future business; (iii) material breach of his Employment Agreement; or (iv) conviction of, or confession or plea of no contest to, any felony or any other act of fraud, misappropriation, embezzlement or the like involving our property. However, the events in (i) will not constitute "cause" if fully cured by the executive officer within 15 days of his receiving notice in the case of Messrs. Kalsu, Ream, Strelzick and Thompson and the events in (iii) will not constitute "cause" if fully cured by the executive officer within 15 days of his receiving notice in the case of Messrs. Hibberd, Kalsu, Ream, Strelzick and Thompson.

Pursuant to the Employment Agreements, "constructive termination" occurs upon any of the following without the executive officer's express written consent: (i) a material reduction of the powers and duties of employment of the executive officer resulting in a material decrease in his responsibilities; (ii) a material reduction in the executive officer's pay; (iii) a failure to provide directors' and officers' liability insurance coverage for the executive officer; or (iv) a material change in the geographic location of the executive officer's primary work facility or location. However, no act or event will constitute a "constructive termination" if the Company fully cures that act or event within 30 days of receiving notice from the executive officer.

In the event that the severance payments provided for in the Employment Agreements or otherwise payable to the executive officer constitute "parachute payments" within the meaning of Section 280G of the Internal Revenue Code of 1986 (the "Code") and would be subject to the excise tax imposed by Code Section 4999, then the executive officer's severance benefits will be either delivered in full or delivered as to such lesser extent which would result in no portion of such

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severance benefits being subject to the excise tax, whichever of the foregoing amounts, taking into account the applicable federal, state and local income taxes and the excise tax, results in the receipt by the executive officer on an after-tax basis of the greatest amount of severance benefits.

Golden Parachute Compensation

In accordance with Item 402(t) of Regulation S-K, the table below sets forth the compensation that is based on or otherwise relates to the Merger that will or may become payable to each of our executive officers in connection with the Merger. Please see the previous portions of this section for further information regarding this compensation.

The amounts indicated in the table below are estimates of the amounts that would be payable assuming, solely for purposes of this table, that the Merger is consummated on December 1, 2015, and that the employment of each of the executive officers was terminated without "cause" or as a result of a "constructive termination", in each case on that date. Our executive officers will not receive pension, non-qualified deferred compensation, tax reimbursement or other benefits in connection with the Merger.

In addition to the assumptions regarding the consummation date of the Merger and the termination of employment, these estimates are based on certain other assumptions that are described in the footnotes accompanying the table below. Accordingly, the ultimate values to be received by an executive officer in connection with the Merger may differ from the amounts set forth below.

Golden Parachute Compensation

Name	Cash ($)(1)	Equity ($)(2)	Perquisites/ Benefits ($)(3)	Total ($)
Kevin B. Thompson	1,100,000	36,544,980	16,986	37,661,966
Jason Ream	330,000	5,485,969	16,986	5,832,955
J. Barton Kalsu	330,000	6,072,460	16,986	6,419,446
Paul Strelzick	340,000	8,470,586	10,132	8,820,718
Douglas G. Hibberd	340,000	7,990,405		8,330,405

(1) This amount represents the "double-trigger" cash severance payments to which each executive officer may become entitled under his Employment Agreement. The amounts become payable in a lump sum in the event that the employment of the applicable executive officer terminates without cause or as a result of constructive termination upon or during the twelve-month period following a change of control. The amount represents 200% of the base salary for Mr. Thompson, effective April 1, 2015, and 100% of the annual base salary for the other executive officers, effective April 1, 2015.

(2) This amount represents the product of $60.10 and the number of shares of Common Stock subject to each executive officer's outstanding options and RSUs (and, in the case of options, reduced by

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the option's aggregate exercise price) that are vested or for which vesting may be accelerated in connection with the Merger. The amounts in this column consist of the following:

	Vested Equity Awards(a)		Single-Trigger Acceleration(b)		Double-Trigger Acceleration(c)	
Name	Value of Stock Options ($)	Value of RSUs ($)	Value of Stock Options ($)	Value of RSUs ($)	Value of Stock Options ($)	Value of RSUs ($)
Kevin B. Thompson	18,478,671		5,744,006	6,161,091		6,161,212
Jason Ream	887,064		1,456,516	1,571,074		1,571,315
J. Barton Kalsu	1,233,166		1,624,966	1,607,134		1,607,194
Paul Strelzick	1,630,951		2,241,685	2,298,885		2,299,065
Douglas G. Hibberd	1,950,377		2,117,481	1,961,243		1,961,303

(a)

Amount represents the value of vested equity awards as of December 1, 2015, without giving effect to accelerated vesting in connection with the Merger.

(b)

Amounts represent the value of the "single-trigger" acceleration provided under the Merger Agreement and described in the section of this proxy statement captioned "The Merger Interests of Certain Persons in the Merger Treatment of Equity Based Awards." These values exclude the value of vested equity awards as of December 1, 2015, without giving effect to accelerated vesting in connection with the Merger.

(c)

Amounts represent the value of the "double-trigger" acceleration to which each executive officer may become entitled under his Employment Agreement as described in the section of this proxy statement captioned "The Merger Interests of Certain Persons in the Merger Payments Upon Termination Following Change-in-Control." These values exclude the value of the "single-trigger" vesting of options and RSUs provided under the Merger Agreement. The "double-trigger" equity acceleration will occur under the same terms and conditions of the cash severance payments described in footnote 1.

(3)

This amount equals the estimated value of the "double-trigger" COBRA benefits to which each executive officer (other than Mr. Hibberd) may become entitled under his Employment Agreement. These COBRA benefits will become payable under the same terms and conditions of the cash severance payments described in footnote 1.

Indemnification and Insurance

The Merger Agreement provides that the Surviving Corporation and its subsidiaries will (and Parent will cause the Surviving Corporation and its subsidiaries to), for a period of six years from the Effective Time, (1) honor and fulfill in all respects the obligations of the Company and its subsidiaries under any and all indemnification agreements between the Company or any of its subsidiaries, on the one hand, and the current or former directors or officers of the Company or the Company's subsidiaries, on the other hand (including any person that becomes a director or officer of the Company or its subsidiaries prior to the Effective Time of the Merger), and (2) include in the certificates of incorporation and bylaws (and similar organizational documents) of the Surviving Company and its subsidiaries provisions with respect to indemnification, exculpation and the advancement of expenses that are at least as favorable as those set forth in the Company's current certificate of incorporation and bylaws.

In addition, the Merger Agreement provides that, during the six-year period commencing at the Effective Time of the Merger, the Surviving Corporation will (and Parent must cause the Surviving Corporation to) indemnify and hold harmless each current or former director or officer of the Company or the Company's subsidiaries, from and against all costs, fees and expenses (including

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attorneys' fees and investigation expenses), judgments, fines, losses, claims, damages, liabilities and amounts paid in settlement in connection with any claim, proceeding, investigation or inquiry, whether civil, criminal, administrative or investigative, arising, directly or indirectly, out of or pertaining, directly or indirectly, to (1) any action or omission, or alleged action or omission, in such indemnified person's capacity as a director, officer, employee or agent of the Company or the Company's subsidiaries or other affiliates (regardless of whether such action or omission, or alleged action or omission, occurred prior to, at or after the Effective Time of the Merger), and (2) any of the transactions contemplated by the Merger Agreement. The Merger Agreement also provides that the Surviving Corporation will (and Parent must cause the Surviving Corporation to) pay all reasonable fees and expenses (including fees and expenses of any counsel) as incurred by any such indemnified person in the defense of such legal proceeding.

In addition, without limiting the foregoing, the Merger Agreement requires Parent to cause the Surviving Corporation to maintain, on terms no less advantageous to the indemnified parties, the Company's directors' and officers' insurance policies for a period of at least six years commencing at the Effective Time of the Merger. Neither Parent nor the Surviving Corporation will be required to pay premiums for such policy to the extent such premiums exceed, on an annual basis, 300% of the aggregate annual premiums currently paid by the Company, and if the premium for such insurance coverage would exceed such amount Parent shall be obligated to cause the Surviving Corporation to obtain the greatest coverage available for a cost equal to such amount.

Material U.S. Federal Income Tax Consequences of the Merger

The following is a summary of the material U.S. federal income tax consequences of the Merger to U.S. holders (as defined below) whose shares of our Common Stock are converted into the right to receive cash in the Merger. This summary does not purport to consider all aspects of U.S. federal income taxation that might be relevant to our stockholders. For purposes of this discussion, we use the term "U.S. holder" to mean a beneficial owner of shares of our Common Stock that is, for U.S. federal income tax purposes:

- an individual who is a citizen or resident of the United States;
- a corporation (or other entity taxable as a corporation for U.S. federal income tax purposes) created or organized under the laws of the United States or any of its political subdivisions;
- a trust that (i) is subject to the supervision of a court within the United States and the control of one or more U.S. persons or (ii) has a valid election in effect under applicable U.S. Treasury regulations to be treated as a U.S. person; or
- an estate that is subject to U.S. federal income tax on its income regardless of its source.

If a partnership (including an entity treated as a partnership for U.S. federal income tax purposes) holds our Common Stock, the tax treatment of a partner generally will depend on the status of the partner and the activities of the partner and the partnership. A partner of a partnership holding our Common Stock should consult the partner's tax advisor regarding the U.S. federal income tax consequences of the Merger to such partner.

This discussion is based on the provisions of the Code, applicable U.S. Treasury regulations, judicial opinions, and administrative rulings and published positions of the Internal Revenue Service (the "IRS"), each as in effect as of the date hereof. These authorities are subject to change, possibly on a retroactive basis, and any such change could affect the accuracy of the statements and conclusions set forth in this discussion. The discussion applies only to beneficial owners who hold shares of our Common Stock as capital assets within the meaning of Section 1221 of the Code (generally, property held for investment purposes), and does not apply to shares of our Common Stock received in connection with the exercise of employee stock options or otherwise as compensation, stockholders who

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hold an equity interest, actually or constructively, in Parent or the Surviving Corporation after the Merger, stockholders who have perfected and not withdrawn a demand for, or lost the right to, appraisal under the DGCL or to certain types of beneficial owners who may be subject to special rules (such as insurance companies, banks, tax-exempt organizations, financial institutions, broker-dealers, partnerships, S corporations or other pass-through entities, mutual funds, traders in securities who elect the mark-to-market method of accounting, stockholders subject to the alternative minimum tax, stockholders that have a functional currency other than the U.S. dollar or stockholders who hold our Common Stock as part of a hedge, straddle, constructive sale or conversion transaction). This discussion also does not address the U.S. tax consequences to any stockholder who, for U.S. federal income tax purposes, is a non-resident alien individual, foreign corporation, foreign partnership or foreign estate or trust, and does not address the receipt of cash in connection with the cancellation of phantom stock units, or options to purchase shares of our Common Stock, or the treatment of shares of restricted stock or performance awards, or any other matters relating to equity compensation or benefit plans (including the plans). This discussion does not address any aspect of state, local or foreign tax laws, or any aspect of the federal Medicare tax on passive income.

We have not sought, and do not intend to seek, any ruling from the IRS with respect to the statements made and the conclusions reached in the following summary, and no assurance can be given that the IRS will agree with the views expressed herein, or that a court will not sustain any challenge by the IRS in the event of litigation.

Exchange of Shares of Common Stock for Cash Pursuant to the Merger Agreement

The exchange of shares o