

SUPPORTSOFT INC
Form PREM14A
April 10, 2009
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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

SCHEDULE 14A

(Rule 14a-101)

INFORMATION REQUIRED IN PROXY STATEMENT

SCHEDULE 14A INFORMATION

Proxy Statement Pursuant to Section 14(a) of the Securities

Exchange Act of 1934 (Amendment No.)

Filed by the Registrant x

Filed by a Party other than the Registrant ..

Check the appropriate box:

- | | |
|---|---|
| <input checked="" type="checkbox"/> x Preliminary Proxy Statement | <input type="checkbox"/> .. Confidential, for Use of the Commission Only (as permitted by Rule 14a-6(e)(2)) |
| <input type="checkbox"/> .. Definitive Proxy Statement | |
| <input type="checkbox"/> .. Definitive Additional Materials | |
| <input type="checkbox"/> .. Soliciting Material Pursuant to §240.14a-12 | |

SupportSoft, Inc.

(Name of Registrant as Specified In Its Charter)

n/a

(Name of Person(s) Filing Proxy Statement, if Other Than the Registrant)

Payment of Filing Fee (Check the appropriate box):

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.. No fee required.

x 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):

The purchase price payable under the asset purchase agreement consists of \$20,000,000, subject to a possible adjustment as set forth in the asset purchase agreement. Solely for purposes of calculating the filing fee, the registrant estimates a purchase price of \$20,000,000.

(4) Proposed maximum aggregate value of transaction:

\$20,000,000

(5) Total fee paid:

\$1,116

.. Fee paid previously with preliminary materials.

.. 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 with preliminary materials:

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

(3) Filing Party:

(4) Date Filed:

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SUPPORTSOFT, INC.

1900 SEAPORT BOULEVARD, 3RD FLOOR

REDWOOD CITY, CA 94063

Dear Stockholder:

We cordially invite you to attend the 2009 Annual Meeting (the "Annual Meeting") of stockholders of SupportSoft, Inc. ("SupportSoft" or the "Company") which will be held on _____, 2009 at 4 p.m., Pacific Time, at the Company's principal executive offices, located at 1900 Seaport Blvd., Third Floor, Redwood City, California 94063.

In addition to the election of directors to serve on our Board of Directors and the ratification of the appointment of our independent registered public accounting firm, both of which we typically do at our Annual Meeting, this year we are also seeking your approval for an important transaction and related matters. We have agreed to sell our Enterprise Business (the "Enterprise Business") to Consona Corporation ("Consona" or the "Buyer"), pursuant to an Asset Purchase Agreement dated as of April 5, 2009 (the "Asset Purchase Agreement"). In accordance with the terms and conditions of the Asset Purchase Agreement, we will sell the Enterprise Business to Consona for \$20,000,000, subject to a possible adjustment as set forth in the Asset Purchase Agreement (the "Asset Sale"). The full text of the Asset Purchase Agreement is included as Annex A to the proxy statement that accompanies this letter. We strongly encourage you to read this entire proxy statement and the entire Asset Purchase Agreement, as the Asset Purchase Agreement will be the legal governing document setting forth the precise terms of the Asset Sale.

The proposed Asset Sale cannot be consummated until such time as we receive the minimum number of votes necessary to adopt and approve the Asset Sale, which constitutes the sale of substantially all of our assets under Delaware law, and all other closing conditions contained in the Asset Purchase Agreement are satisfied or waived. We have scheduled this vote to occur at our Annual Meeting.

YOUR VOTE IS VERY IMPORTANT. Adoption and approval of the Asset Sale and the Asset Purchase Agreement requires the affirmative vote of the holders of a majority of the outstanding shares of our common stock entitled to vote at the Annual Meeting. Therefore, failure to vote will have the same effect as a vote **AGAINST** the adoption and approval of the Asset Sale and the Asset Purchase Agreement.

At the Annual Meeting, you will be asked to consider and vote upon the following proposals, each as described more fully in the enclosed proxy statement: (i) to adopt and approve the Asset Sale and the Asset Purchase Agreement, (ii) to approve an amendment to our Amended and Restated Certificate of Incorporation (the "Charter") to change our name to support.com, Inc. (the "Name Change Charter Amendment"), (iii) to elect six directors to serve on the Board of Directors until the 2010 Annual Meeting of stockholders and thereafter until their successors are elected and qualified, (iv) to ratify the appointment of Ernst & Young LLP as our independent registered public accounting firm for fiscal year 2009, (v) to adjourn the Annual Meeting, if necessary, to facilitate the adoption and approval of the preceding proposals, including to permit the solicitation of additional proxies if there are not sufficient votes at the time of the Annual Meeting to establish a quorum or to adopt and approve the preceding proposals, and (vi) to transact such other business as properly may come before the Annual Meeting.

After careful consideration, our board of directors has unanimously determined that (i) the Asset Sale is expedient and in the best interests of the Company and our stockholders and (ii) the Name Change Charter Amendment is advisable and in the best interests of the Company and our stockholders. Our board of directors unanimously recommends that you vote (i) **FOR** the adoption and approval of the Asset Sale and the Asset Purchase Agreement, (ii) **FOR** the approval of the Name Change Charter Amendment, (iii) **FOR** the election of the six directors identified herein, (iv) **FOR** the ratification of the appointment of Ernst & Young LLP as the Company's independent registered public accounting firm for the fiscal year and (v) **FOR** the adjournment of the Annual Meeting, if necessary, to facilitate the adoption and approval of the proposals described herein.

Please review in detail the attached proxy statement for a more complete understanding of the proposed Asset Sale, including a description of the Asset Purchase Agreement, the background of our decision to enter into the Asset Purchase Agreement, the reasons that our board of directors has decided to recommend that you approve the proposed Asset Sale, and the section titled "Special Risk Considerations Regarding the Proposal to Sell the Enterprise Business" describing risk factors relating to the proposed Asset Sale.

Please sign and return the enclosed proxy card as soon as possible in the envelope provided, or vote by telephone or via the Internet as provided in the proxy card. Voting by written proxy will ensure your representation at the Annual Meeting if you do not attend in person. If you attend the meeting, you can revoke your proxy at any time before it is exercised at the meeting and vote your shares personally by following the procedures described in the accompanying proxy statement.

We look forward to seeing you.

Sincerely,

Anne-Marie Eileraas

Senior Vice President, General Counsel and Secretary

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SUPPORTSOFT, INC.

NOTICE OF ANNUAL MEETING OF STOCKHOLDERS

To Be Held On _____, 2009

TO ALL SUPPORTSOFT STOCKHOLDERS:

NOTICE IS HEREBY GIVEN that the 2009 Annual Meeting (the Annual Meeting) of stockholders of SupportSoft, Inc., a Delaware corporation (SupportSoft or the Company), will be held on:

Date: _____, 2009

Time: 4 p.m. Pacific Time

Place: The Company's principal executive offices, located at 1900 Seaport Blvd., Third Floor, Redwood City, California 94063

We are holding the meeting for the following purposes, as more fully described in the accompanying proxy statement:

1. To approve the sale of substantially all of our assets under Delaware law through the sale (the Asset Sale) of our Enterprise Business (the Enterprise Business) to Consona Corporation (Consona or the Buyer) pursuant to the terms and conditions of an asset purchase agreement dated as of April 5, 2009, by and between the Company and Consona (the Asset Purchase Agreement). The Asset Purchase Agreement is attached as Annex A to this proxy statement;
2. To approve an amendment to our Amended and Restated Certificate of Incorporation (the Charter) to change our name to support.com, Inc. (the Name Change Charter Amendment);
3. To elect six directors to serve on the Board of Directors until the 2010 Annual Meeting of Stockholders and thereafter until their successors are elected and qualified;
4. To ratify the appointment of Ernst & Young LLP as the Company's independent registered public accounting firm for the fiscal year ending December 31, 2009;
5. To adjourn the Annual Meeting, if necessary, to facilitate the approval of the preceding proposals, including to permit the solicitation of additional proxies if there are not sufficient votes at the time of the Annual Meeting to establish a quorum or to approve the preceding proposals; and
6. To transact such other business as may properly be brought before the meeting.

The foregoing items of business are more fully described in the proxy statement accompanying this Notice. On _____, 2009 we began mailing to stockholders this Notice of the Annual Meeting, the proxy statement and the form of proxy.

All stockholders are cordially invited to attend the Annual Meeting in person. Only stockholders of record at the close of business on _____, 2009 (the Record Date) are entitled to receive notice of, and to vote at, the Annual Meeting or any adjournment or postponement of the Annual Meeting. Any registered stockholder in attendance at the Annual Meeting and entitled to vote may do so in person even if such

stockholder returned a proxy.

FOR THE BOARD OF DIRECTORS

Anne-Marie Eileraas

Senior Vice President, General Counsel and Secretary

Redwood City, California

, 2009

IMPORTANT: WHETHER OR NOT YOU EXPECT TO ATTEND THE ANNUAL MEETING, PLEASE COMPLETE, DATE AND SIGN THE PROXY CARD AND MAIL IT PROMPTLY, OR YOU MAY VOTE BY TELEPHONE OR VIA THE INTERNET BY FOLLOWING THE DIRECTIONS ON THE PROXY CARD. ANY ONE OF THESE METHODS WILL ENSURE REPRESENTATION OF YOUR SHARES AT THE ANNUAL MEETING. NO POSTAGE NEED BE AFFIXED TO THE COMPANY-PROVIDED PROXY CARD ENVELOPE IF MAILED IN THE UNITED STATES.

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**PROXY STATEMENT FOR
2009 ANNUAL MEETING OF STOCKHOLDERS**

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QUESTIONS AND ANSWERS ABOUT THE ASSET SALE, THE ASSET PURCHASE AGREEMENT AND THE NAME CHANGE CHARTER AMENDMENT

The following questions and answers briefly address some commonly asked questions about the Asset Sale, the Asset Purchase Agreement and the Name Change Charter Amendment. These questions and answers may not address all questions that may be important to you as a stockholder. You should still carefully read this entire proxy statement, including each of the annexes.

This proxy statement is furnished to the holders of common stock, \$0.0001 par value per share (Common Stock), of SupportSoft, Inc., a Delaware corporation (SupportSoft or the Company), in connection with the solicitation of proxies for use at the Annual Meeting of stockholders, and at any adjournment of that meeting. In this proxy statement the terms SupportSoft, company, we, our, ours, and us refer to SupportSoft, Inc., a Delaware corporation, and its subsidiaries. The term Asset Purchase Agreement refers to the asset purchase agreement, dated as of April 5, 2009, by and between SupportSoft and Consona Corporation, and as it may be amended, restated, modified or superseded from time to time in accordance with its terms. The term Enterprise Business refers to the Company's Enterprise Business as further described in the Asset Purchase Agreement. The term Asset Sale refers to the proposed sale of the Enterprise Business pursuant to the Asset Purchase Agreement. The term Consona or the Buyer refers to Consona Corporation, a Delaware corporation. Each of SupportSoft and Consona are sometimes referred to in this proxy statement as a party, or collectively as the parties. The term Consumer Business refers to the Company's Consumer Business.

The Asset Sale

Q: What is the proposed transaction?

A: The Asset Purchase Agreement provides for the sale of the Enterprise Business to Consona for a cash payment of \$20,000,000, subject to a possible adjustment as set forth in the Asset Purchase Agreement and more fully described below under Proposal No. 1 The Asset Sale and the Asset Purchase Agreement Asset Purchase Agreement General beginning on page 40.

Q: Why are we asking for a stockholder vote?

A: The sale of the Enterprise Business constitutes the sale of substantially all of our assets under Delaware law. Delaware law requires that a Delaware corporation obtain approval from its stockholders for the sale of all or substantially all of its property and assets. Additionally, obtaining stockholder approval of the Asset Sale is a condition to the closing of the Asset Sale under the terms of the Asset Purchase Agreement we negotiated with Consona.

Q: What is the purpose of the proposed transaction?

A: The purpose of the Asset Sale is to enable us to focus our resources on and enhance the value of our remaining business, the Consumer Business, and to increase the funds we have available to support that business.

Q: What are the estimated net cash proceeds from the Asset Sale?

A: We currently estimate the net cash proceeds from the Asset Sale to be approximately \$18,100,000 after the payment of estimated transaction costs. This estimate assumes that the Asset Sale is completed before June 30, 2009 and therefore that there is no reduction of the purchase price as described below under Proposal No. 1 The Asset Sale and the Asset Purchase Agreement Asset Purchase Agreement General beginning on page 40. The actual amount of net cash proceeds from the Asset Sale may vary from this estimate. In addition, this estimate does not include, and the actual amount of cash proceeds from the Asset Sale will be reduced by, among other

things, severance costs for non-continuing employees.

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Q: How does SupportSoft plan to use the net cash proceeds from the Asset Sale?

A: We currently anticipate that we will retain all of the net cash proceeds from the Asset Sale for working capital and general corporate purposes and to continue investing in our Consumer Business. We may use a portion of the net cash proceeds for future acquisitions complementary to our Consumer Business; however, at this time no specific acquisition targets have been identified. If we have adequate working capital and establish adequate cash reserves without using all of our cash, and if we are unable to identify suitable acquisition targets that are appropriately valued, we will consider alternate uses of any excess cash in order to enhance stockholder value.

Q: When will the Asset Sale be consummated?

A: In the event the stockholders approve the Asset Sale and the Asset Purchase Agreement, we expect that the Asset Sale will close promptly following our Annual Meeting.

Q: Will SupportSoft continue to be publicly traded following the Asset Sale? Will its Nasdaq ticker symbol change?

A: The Company will continue to be a publicly traded company whether or not the Asset Sale closes and we will continue to be subject to the rules and regulations of the SEC and the Nasdaq Stock Market. Our Nasdaq ticker symbol will not change and will remain SPRT whether or not the Asset Sale closes and whether or not the Name Change Charter Amendment is approved by our stockholders.

Q: What vote of our stockholders is required to adopt and approve the Asset Sale and the Asset Purchase Agreement?

A: For us to complete the Asset Sale, stockholders holding at least a majority of the shares of our outstanding Common Stock at the close of business on the Record Date must vote FOR the proposal adopting and approving the Asset Sale and the Asset Purchase Agreement.

Q: What will happen if the Asset Sale and Asset Purchase Agreement are not adopted and approved?

A: If the Asset Sale and the Asset Purchase Agreement are not adopted and approved, we will not complete the Asset Sale and the other transactions contemplated by the Asset Purchase Agreement. In that event, we expect to reassess our options in light of our long-term strategic goals. Under the Asset Purchase Agreement we would also be required to reimburse the Buyer for its expenses incurred in pursuing the Asset Sale, up to a maximum of \$150,000, in the event the Asset Purchase Agreement is terminated as a result of our failure to obtain stockholder approval of the Asset Sale and Asset Purchase Agreement. We may also be required to pay a \$600,000 termination fee if the Asset Purchase Agreement is terminated in the event our board of directors changes or fails to reconfirm its recommendation regarding the Asset Sale and the Asset Purchase Agreement or if the Asset Sale does not close prior to August 31, 2009 and as of that date a superior proposal has been made or a proposal that would be reasonably likely to lead to a superior proposal shall exist.

The Name Change Charter Amendment

Q: What is the proposed Name Change Charter Amendment?

A: The proposed Name Change Charter Amendment would change our name from SupportSoft, Inc. to support.com, Inc. upon the closing of the Asset Sale.

Q: Why are we asking for a stockholder vote for the Name Change Charter Amendment?

A: Delaware law requires that we obtain approval from our stockholders in order to amend our Charter.

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Q: Why are we changing our name?

A: We believe that the name support.com, Inc. more closely aligns our public identity with our Consumer Business, which will be our only remaining business and the sole focus of our board of directors and management after the Asset Sale. Also, we are selling the rights to use the name SupportSoft to Consona. Therefore, after the closing of the Asset Sale, we will be unable to continue using the name SupportSoft without Consona's consent.

Q: What vote of our stockholders is required to approve the Name Change Charter Amendment?

A: For us to amend the Charter, stockholders holding at least a majority of the shares of our outstanding Common Stock at the close of business on the Record Date must vote FOR the proposal approving the amendment to the Charter. Additionally, since the Name Change Charter Amendment is conditioned upon the closing of the Asset Sale, for us to amend the Charter by means of the Name Change Charter Amendment, stockholders holding at least a majority of the shares of our outstanding Common Stock at the close of business on the Record Date must vote FOR the proposal adopting and approving the Asset Sale and the Asset Purchase Agreement.

Q: Is the Name Change Charter Amendment conditioned on the closing of the Asset Sale?

A: Yes. The Name Change Charter Amendment is conditioned upon the closing of the Asset Sale. If the Asset Sale and the Asset Purchase Agreement are not adopted and approved, we will not file the Name Change Charter Amendment with the Secretary of State of the State of Delaware to change our name.

Q: What will happen if the Asset Sale and Asset Purchase Agreement are adopted and approved but the Name Change Charter Amendment is not approved?

A: If our stockholders adopt and approve the Asset Sale and Asset Purchase Agreement but do not approve the Name Change Charter Amendment, we will pursue other legal means of changing our name, including pursuant to a reverse merger into a subsidiary of SupportSoft, which would not require the approval of SupportSoft's stockholders. We have agreed to sell all of the rights to use the name SupportSoft to Consona pursuant to the Asset Purchase Agreement and the transactions contemplated thereby. Continuing to use the name SupportSoft would breach Consona's rights to use such name. Our board of directors believes that the name support.com, Inc. more closely aligns our public identity with our Consumer Business, which would be our only remaining business after the closing of the Asset Sale. In addition, the board of directors has unanimously recommended that our stockholders vote FOR the Name Change Charter Amendment, in part because changing our name through a reverse merger or other legal means will require the expenditure of money by SupportSoft and time by our management and other employees to review all of our commercial agreements to determine if any third-party consents may be required in connection with the merger that would result in the name change.

The Annual Meeting

Q: Why am I receiving this proxy statement and proxy card?

A: You are receiving a proxy statement and proxy card because you owned shares of our Common Stock as of the Record Date. This proxy statement and proxy card relate to our Annual Meeting (and any adjournment thereof) and describe the matters on which we would like you, as a stockholder, to vote.

Q: When and where is the Annual Meeting?

A: The Annual Meeting will be held on _____, 2009, at 4 p.m. Pacific Time at the Company's principal executive offices, located at 1900 Seaport Blvd., Third Floor, Redwood City, California 94063.

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Q: What proposals will be voted on at the Annual Meeting?

A: You will be asked to consider and vote on the following proposals:

to adopt and approve the Asset Sale and the Asset Purchase Agreement, which is attached as Annex A to this proxy statement;

to approve an amendment to the Charter to change our name to support.com, Inc. by means of the Name Change Charter Amendment upon the closing of the Asset Sale;

to re-elect Kevin C. Eichler, Shawn Farshchi, J. Martin O Malley, Joshua Pickus, Jim Stephens and James Thanos as directors to serve on our board of directors until our 2010 Annual Meeting of stockholders and thereafter until their successors are elected and qualified;

to ratify the appointment of Ernst & Young LLP as our independent registered public accounting firm for fiscal year 2009; and

to adjourn the Annual Meeting, if necessary, to facilitate the approval of the foregoing proposals, including to permit the solicitation of additional proxies if there are not sufficient votes at the time of the Annual Meeting to establish a quorum or to approve the foregoing proposals.

Q: How does our Board of Directors recommend that I vote?

A: Our board of directors unanimously recommends that you vote:

FOR the proposal to adopt and approve the Asset Sale and the Asset Purchase Agreement;

FOR the proposal to approve the Name Change Charter Amendment upon the closing of the Asset Sale;

FOR the proposal to elect Kevin C. Eichler, Shawn Farshchi, J. Martin O Malley, Joshua Pickus, Jim Stephens and James Thanos to serve on our board of directors until our 2010 Annual Meeting of stockholders and thereafter until their successors are elected and qualified;

FOR the proposal to ratify the appointment of Ernst & Young LLP as our independent registered public accounting firm for fiscal year 2009; and

FOR the proposal to adjourn the Annual Meeting, if necessary, to solicit additional proxies if there are not sufficient votes at the time of the Annual Meeting to establish a quorum or approve the foregoing proposals.

Q:

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

A: The affirmative vote of a majority of the outstanding shares of our common stock present or represented by proxy at the Annual Meeting and entitled to vote on the matter.

Q: Am I entitled to appraisal or dissenters rights in connection with the Asset Sale or the Name Change Charter Amendment?

A: No. Holders of shares of our outstanding Common Stock will not have appraisal or dissenters rights in connection with the Asset Sale or the Name Change Charter Amendment.

Q: What do I need to do now?

A: After carefully reading and considering the information contained in this proxy statement, please vote your shares by completing, signing, dating and returning the enclosed proxy card in the enclosed return envelope or by granting a proxy using the telephone number printed on your proxy card or by following the instructions for Internet voting described on your proxy card. You can also attend the Annual Meeting and vote in person. The Annual Meeting will take place on _____, 2009.

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Q: What does it mean if I get more than one proxy card?

A: If you have shares of Common Stock that are registered differently or are in more than one account, you will receive more than one proxy card. Please follow the directions for voting on each of the proxy cards you receive to ensure that all of your shares are voted.

Q: How do I vote in person at the Annual Meeting?

A: If you are a stockholder of record of the Company as of _____, 2009, the Record Date for the Annual Meeting, you may attend the Annual Meeting and vote your shares in person at the meeting by giving us a signed proxy card or ballot before voting is closed. If you want to do that, please bring proof of identification with you. Even if you plan to attend the meeting, we recommend that you vote your shares in advance as described above. Your vote will be counted even if you later decide not to attend.

If you hold your shares in _____ street name, you may vote those shares in person at the meeting only if you obtain and bring with you a signed proxy from the necessary nominees giving you the right to vote the shares. To do this, you should contact your broker, bank or nominee.

Q: Can I change my vote after I have mailed in my signed proxy card?

A: Yes. You can change your vote at any time before we vote your proxy at the Annual Meeting. You can do so in three ways. First, you can send written notice stating that you would like to revoke your proxy to our corporate secretary at the address given below. Second, you can request a new proxy card and complete and send it to our corporate secretary at the address given below. Third, you can attend the Annual Meeting and vote in person. You should send any written notice or request for a new proxy card to the attention of our corporate secretary, 1900 Seaport Boulevard, 3rd Floor, Redwood City, CA, 94063. If your shares are held in the name of a broker or other nominee who is the record holder, you must follow the instructions of your broker or other nominee to revoke a previously given proxy.

Q: If my shares are held in _____ street name by my broker, will my broker vote my shares for me?

A: Your broker or other nominee will vote your shares only if you provide instructions on how to vote to such broker or other nominee. Following the directions provided by your broker or other nominee, you should instruct your broker or other nominee to vote your shares. Without your instructions, your shares will not be voted, which will have the same effect as a vote AGAINST the adoption and approval of the Asset Sale and the Asset Purchase Agreement and AGAINST the Name Change Charter Amendment. However, our by-laws provide that our directors are to be elected by a plurality vote of the stockholders. Therefore, failure to provide such instructions to your broker or other nominee will not have the same effect as a vote AGAINST the election of the six directors identified herein.

Q: How will we solicit proxies?

A: Proxies may be solicited in person, by telephone, facsimile, mail or e-mail by our directors, officers and employees without additional compensation. Brokers, nominees, fiduciaries, and other custodians have been requested to forward soliciting material to the beneficial owners of shares of our Common Stock held of record by them, and we will reimburse such custodians for their reasonable expenses. We have also retained Morrow & Co., LLC, a proxy solicitation firm, to assist in the solicitation of proxies for a fee of approximately \$10,000 to \$15,000, plus out-of-pocket expenses.

Q: What happens if I do not return a proxy card or otherwise do not vote?

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- A: Your failure to return a proxy card or otherwise vote will mean that your shares will not be counted toward determining whether a quorum is present at the Annual Meeting and will have the legal effect of a vote AGAINST the adoption and approval of the Asset Sale and the Asset Purchase Agreement and the Name Change Charter Amendment. However, our by-laws provide that our directors are to be elected by a plurality vote of the stockholders. Therefore, failure to return a proxy card or otherwise vote will not have the same effect as a vote AGAINST the election of the six directors identified herein.

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Q: Who can help answer further questions?

A: If you have more questions about the Asset Sale, the Asset Purchase Agreement, the Name Change Charter Amendment, the election of Kevin C. Eichler, Shawn Farshchi, J. Martin O Malley, Joshua Pickus, Jim Stephens and James Thanos to the board of directors, the ratification of the appointment of Ernst & Young LLP as our independent registered public accounting firm for fiscal year 2009, the Annual Meeting or this proxy statement, you should contact us as follows:

SUPPORTSOFT, INC.

ATTN: INVESTOR RELATIONS

1900 SEAPORT BOULEVARD, 3RD FLOOR

REDWOOD CITY, CA 94063

TELEPHONE: (650) 556-9440

or

MORROW & CO., LLC

470 WEST AVENUE

STAMFORD, CT 06902

TELEPHONE: (203) 658-9400

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SUMMARY TERM SHEET

*This summary highlights selected information from this proxy statement and may not contain all the information that is important to you. You should carefully read this entire proxy statement and the other documents to which we have referred you. See *Where You Can Find More Information* on page 101. Each item in this summary refers to the page of this document on which the applicable subject is discussed in more detail.*

Parties to the Asset Sale (Page 14)

SupportSoft, Inc.

SupportSoft provides software and services designed to make technology work. We currently operate our business in two segments, the Consumer Business and the Enterprise Business. Our Consumer Business is a technology-enabled services business that was launched in 2007 to provide consumers with assistance in resolving technology problems. Our Enterprise Business consists of our traditional business in which we license technical support software to digital service providers (telecommunications and cable companies) and corporate IT departments and IT outsourcers. We have agreed to sell our Enterprise Business pursuant to the Asset Purchase Agreement. For more information please visit our website at www.supportsoft.com. Our common stock is listed on The NASDAQ Global Select Market under the symbol SPRT. Our common stock will continue to be listed under the symbol SPRT whether or not the Asset Sale is consummated or the Name Change Charter Amendment is approved.

SupportSoft is a Delaware corporation. Our principal executive office is located at 1900 Seaport Boulevard, 3rd Floor, Redwood City, California, 94063. The telephone number there is (650) 556-9440.

Consona Corporation

Consona Corporation (formerly known as M2M Holdings Inc.) is a worldwide leader in providing customer relationship management and enterprise resource planning software and services for companies of all sizes. Consona is dedicated to becoming a valued business partner by helping each and every customer continuously improve business processes over time. Toward this mission, Consona invests in the people, processes, technology and tools needed to provide its customers with a unique combination of customer care; product fit; a broad range of consulting, IT and business services; and industry expertise. Consona serves more than 4,500 customers worldwide and across a variety of industries. Battery Ventures and Thoma Bravo jointly own Consona.

Consona is a Delaware corporation. Its principal executive office is located at 450 East 96th Street, Suite 300, Indianapolis, IN 46240. The telephone number there is (317) 249-1700.

The Annual Meeting

Date, Time and Place of Annual Meeting (Page 14)

The Annual Meeting will be held on _____, 2009, starting at 4 p.m. Pacific Time at the Company's principal executive offices, located at 1900 Seaport Blvd., Third Floor, Redwood City, California 94063.

You will be asked to consider and vote upon the following proposals: (i) the adoption and approval of the Asset Sale and the Asset Purchase Agreement; (ii) the approval of an amendment to our Charter to change our name to support.com, Inc.; (iii) the re-election of six directors to serve on our board of directors until our 2010 Annual Meeting of stockholders and thereafter until their successors are elected and qualified, (iv) the ratification of the appointment of Ernst & Young LLP as our independent registered public accounting firm for fiscal year 2009, and (v) to adjourn the Annual Meeting, if necessary, to facilitate the adoption and approval of the

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preceding proposals, including to permit the solicitation of additional proxies if there are not sufficient votes at the time of the Annual Meeting to establish a quorum or to adopt and approve the preceding proposals.

The persons named in the accompanying proxy card will also have discretionary authority to vote upon other business, if any, that properly comes before the Annual Meeting and any adjournment of the Annual Meeting.

Record Date, Voting and Quorum (Page 15) and Required Vote (Page 15)

You are entitled to vote at the Annual Meeting if you owned shares of our Common Stock at the close of business on _____, 2009, the Record Date for the Annual Meeting. 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 _____ shares of our Common Stock outstanding and entitled to be voted.

A quorum of the holders of the outstanding shares of our Common Stock must be present for the Annual Meeting to be held. The required quorum for the transaction of business at the Annual Meeting is a majority of the votes eligible to be cast by holders of shares of our Common Stock issued and outstanding on the Record Date. Shares that are voted FOR, or AGAINST a proposal or marked ABSTAIN and broker non-votes are treated as being present at the Annual Meeting for purposes of establishing a quorum and are also treated as shares entitled to vote at the Annual Meeting with respect to such proposal.

On all matters, each share has one vote. The proposal to adopt and approve the Asset Sale and the Asset Purchase Agreement and the proposal to approve the Name Change Charter Amendment require the affirmative vote of the holders of a majority of the shares outstanding as of the Record Date. Since the proposals for the adoption and approval of the Asset Sale and the Asset Purchase Agreement and the approval of the Name Change Charter Amendment require the approval of the holders of a majority of our shares outstanding as of the Record Date, both broker non-votes and abstentions would have the same effect as votes AGAINST such proposals. Directors are elected by a plurality vote. Therefore, the nominees for the six director seats who receive the most affirmative votes of shares outstanding as of the Record Date that are present in person or represented by proxy at the Annual Meeting will be elected to serve as directors. With respect to the proposal regarding the election of our directors, neither broker non-votes nor abstentions are included in the tabulation of the voting results and, therefore, they do not have the effect of votes AGAINST such proposal. The proposal to ratify the appointment of Ernst and Young LLP as our independent registered public accounting firm for fiscal year 2009 requires the affirmative vote of the holders of a majority of the outstanding shares as of the Record Date that are present in person or represented by proxy at the Annual Meeting. With respect to the proposal ratify the appointment of Ernst and Young LLP as our independent registered public accounting firm for fiscal year 2009, and the proposal to adjourn the Annual Meeting, if necessary, neither broker non-votes nor abstentions are included in the tabulation of the voting results and, therefore, they do not have the effect of votes AGAINST such proposal.

Revocability of Proxies (Page 16)

Any registered stockholder who executes and returns a proxy card (or submits a proxy via telephone or the Internet) may revoke the proxy at any time before it is voted in any one of the following ways:

delivering to our principal offices (Attention: Investor Relations) a written instrument that revokes the proxy;

submitting another properly completed proxy with a later date; or

attending the Annual Meeting and voting in person.

Simply attending the Annual Meeting will not constitute revocation of a proxy. If you have instructed your broker to vote your shares, the above-described options for revoking your proxy do not apply and instead you must follow the directions provided by your broker to change your instructions.

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The Asset Purchase Agreement

The Asset Purchase Agreement (Page 40)

On April 3, 2009, our board of directors, at a meeting duly called and held, unanimously adopted and approved the Asset Sale pursuant to the Asset Purchase Agreement, a copy of which is included as Annex A to this proxy statement. Please read it carefully. Pursuant to the terms of the Asset Purchase Agreement:

we agreed to sell certain assets and assign certain liabilities, in each case, related to the Enterprise Business, which would constitute a sale of substantially all of our assets under Delaware law; and

in exchange for the Enterprise Business, Consona agreed to make a cash payment to us in the amount of \$20,000,000, subject to a possible adjustment as set forth in the Asset Purchase Agreement and more fully described below under Proposal No. 1 The Asset Sale and the Asset Purchase Agreement Asset Purchase Agreement General beginning on page 40.

If all necessary approvals have been obtained or waived, including stockholder approval and any third party consents, we hope to complete the Asset Sale shortly after this Annual Meeting scheduled for , 2009.

Reasons for the Asset Sale (Page 24)

In evaluating the Asset Sale, our board of directors considered various factors. For the material factors considered by our board of directors in reaching its decision to adopt and approve the Asset Sale and the Asset Purchase Agreement, see Proposal No. 1 The Asset Sale and the Asset Purchase Agreement The Asset Sale Reasons for the Asset Sale, beginning on page 24.

Recommendation of Our Board of Directors (Page 28)

After careful consideration, our board of directors has unanimously:

adopted and approved the Asset Purchase Agreement;

determined the Asset Sale to be expedient and in the best interests of SupportSoft and our stockholders, and recommended to our stockholders that the Asset Purchase Agreement and the transactions contemplated thereby, including the Asset Sale, be adopted and approved by our stockholders; and

determined that the Name Change Charter Amendment is advisable and in the best interests of SupportSoft and our Stockholders, and recommended to our Stockholders that the Name Change Charter Amendment be approved by our Stockholders.

Opinion of Our Financial Advisor (Page 28 and Annex B)

In connection with the Asset Sale, our board of directors received an oral opinion on April 3, 2009 from our exclusive financial advisor, Thomas Weisel Partners LLC (TWP), which was subsequently set forth in writing on April 5, 2009, as to the fairness, from a financial point of view and as of the date of such opinion, to SupportSoft of the aggregate consideration to be received by SupportSoft in the Asset Sale. The full text of TWP s written opinion, dated April 5, 2009, is attached to this proxy statement as Annex B. We encourage you to read this opinion carefully and in its entirety for a description of the assumptions made, procedures followed, matters considered and limitations on the review undertaken. TWP s opinion, which was provided to our board of directors in connection with its evaluation from a financial point of view of the aggregate consideration to be received by SupportSoft in the Asset Sale, does not address any other aspect of the Asset Sale and does not constitute a recommendation to any stockholder as to how to vote or act with respect to the transaction. Under the terms of TWP s engagement, we have agreed to pay TWP a fee for its financial advisory services in connection with the transaction, a substantial portion of which will become payable only upon completion of the transaction.

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Post-Closing Business and Proceeds from the Asset Sale (Page 27)

If the Asset Sale and the Asset Purchase Agreement are adopted and approved by our stockholders and the other conditions to the closing of the Asset Sale are satisfied or waived, Consona will acquire the Enterprise Business. This will constitute the sale of substantially all of our assets under Delaware law. We expect to focus exclusively on our Consumer Business following the closing of the Asset Sale. If the Asset Sale and the Asset Purchase Agreement are not adopted and approved by the holders of a majority of our outstanding shares, then either we or Consona may terminate the Asset Purchase Agreement and our board of directors, along with our management, will reassess our options in light of our long-term strategic goals.

We currently anticipate that we will retain all of the net cash proceeds from the Asset Sale for working capital and general corporate purposes. We may use a portion of the net cash proceeds for future acquisitions complementary to our Consumer Business. However, at this time, no specific acquisition targets have been identified. If we have adequate working capital and establish adequate cash reserves without using all of our cash, and if we are unable to identify suitable acquisition targets that are appropriately valued, we will consider alternate uses of any excess cash in order to enhance stockholder value.

Other Agreements and Transactions Related to the Asset Sale (Page 33)

In addition to the Asset Purchase Agreement, we intend to enter into a number of related agreements, including the following:

a transition services agreement with Consona pursuant to which we shall provide certain transitional, administrative and support services to Consona on a short-term basis;

an intellectual property license agreement with Consona pursuant to which we shall license certain intellectual property rights to Consona and Consona shall license back to us some of the intellectual property being sold pursuant to the Asset Sale;

a trademark agreement pursuant to which we will agree with Consona to terms relating to the usage and registration of certain trademarks (i) being assigned to Consona pursuant to the Asset Sale and (ii) being retained by us; and

subleases pursuant to which certain space in India will be leased back to us and certain space in Redwood City will be leased to Consona, in each case, on a short term basis.

Interests of Our Directors and Executive Officers in the Asset Sale (Page 33)

In considering the recommendation of our board of directors to vote for the proposal to adopt and approve the Asset Sale and the Asset Purchase Agreement, you should be aware that some of our directors and executive officers may have personal interests in the Asset Sale that are, or may be, different from, or in addition to, your interests. On April 6, 2009, we amended and restated the employment offer letter of Michael Sayer, our Executive Vice President, General Manager Enterprise, to provide that a \$250,000 lump sum payment and continued health care coverage may be provided to Mr. Sayer under certain circumstances following the closing of an Enterprise Sale (as such term is defined in the amended and restated employment offer letter) as more fully described in the amended and restated employment offer letter. The Asset Sale will qualify as an Enterprise Sale for purposes of the amended and restated employment offer letter. A copy of the amended and restated employment offer letter has been filed with the SEC with a Current Report on Form 8-K on April 6, 2009.

In the event that the Asset Sale does not close and Mr. Sayer's employment with us is terminated without cause not in connection with an Enterprise Sale (as such term is defined in the amended and restated employment offer letter), Mr. Sayer will be entitled to severance in an amount equal to \$125,000 as of the date of the termination of employment pursuant to the terms of his amended and restated employment offer letter.

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All of our directors and executive officers own shares of our Common Stock and/or options to purchase shares of our Common Stock, and to that extent, their interests in the Asset Sale are the same as that of other holders of our Common Stock. See Security Ownership of Certain Beneficial Owners, Directors and Management, beginning on page 73.

Dissenter Rights (Page 34)

You will not experience any change in your rights as a stockholder as a result of the Asset Sale. Delaware law, the Charter and our bylaws do not provide for appraisal or other similar rights for dissenting stockholders in connection with the Asset Sale, and we do not intend to independently provide stockholders with any such right. Accordingly, you will have no right to dissent and obtain payment for your shares in connection with the Asset Sale.

Material U.S. Federal, State and Foreign Income Tax Consequences (Page 34)

The Asset Sale will not result in any material U.S. federal income tax consequences to our stockholders. The transaction will be a taxable event to us for U.S. federal, state and foreign income tax purposes, but we anticipate that a portion of the taxable gain resulting from the Asset Sale will be offset by net operating losses. The transaction will result in alternative minimum tax, which cannot be offset against our net operating losses. For a complete description of the material tax consequences of the Asset Sale to SupportSoft, please see Material U.S. Federal and State Income Tax Consequences, beginning on page 34.

Regulatory Matters (Page 34)

The Asset Sale is not subject to the Hart Scott Rodino Antitrust Improvements Act of 1976 or the reporting and waiting requirements of any other United States antitrust law. We are not aware of any other material regulatory consents that are required in connection with the Asset Sale.

Asset Purchase Agreement (Page 40 and Annex A)

General

Pursuant to the Asset Purchase Agreement, Consona has agreed to pay us \$20,000,000, subject to a possible adjustment as set forth in the Asset Purchase Agreement, and assume certain liabilities, for our Enterprise Business. The parties have provided each other with customary representations and warranties as more fully set forth in the Asset Purchase Agreement. In addition, we have agreed to certain covenants, including interim operating covenants which place certain restrictions on the operation of the Enterprise Business until the Asset Sale closes and a mutual non-solicitation of employees covenant. We have not agreed to a non-competition covenant in connection with the Asset Sale.

No Negotiation (Page 45)

The Asset Purchase Agreement restricts our ability to solicit or engage in discussions or negotiations with third parties regarding specified transactions involving the Enterprise Business or the sale of SupportSoft as a whole. Notwithstanding these restrictions, under certain limited circumstances, our board of directors may respond to a competing transaction made by a third party, change its recommendation with respect to the Asset Sale or terminate the Asset Purchase Agreement and enter into an alternative agreement, if it constitutes a superior proposal under the criteria and pursuant to the procedures set forth in the Asset Purchase Agreement and after paying the termination fee in the amount and manner specified in the Asset Purchase Agreement. In addition, pursuant to the Asset Purchase Agreement, we may enter into discussions with third parties regarding a sale of the entire company (i.e., a sale that includes both the Enterprise Business and the Consumer Business).

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Conditions to Completion of the Asset Sale (Page 46)

Before we can complete the Asset Sale, a number of conditions must be satisfied. These include, among other things:

the receipt of our stockholder approval; and

the absence of any statute, rule, regulation, order, injunction or decree that has been enacted, entered, promulgated or enforced by any governmental authority that prohibits, or makes illegal closing of the Asset Sale.

In addition, the obligations of Consona to complete the Asset Sale are subject to the satisfaction by us or waiver by Consona of conditions, including the following:

our representations and warranties shall be true and correct as of the date of the Asset Purchase Agreement and the date of the closing of the Asset Sale, except those representations and warranties which address matters only as of a particular date need only be true and correct as of such date, and except those changes that would not reasonably be expected to cause a Material Adverse Effect (as defined below under Proposal No 1 The Asset Sale and the Asset Purchase Agreement Asset Purchase Agreement Representations and Warranties) to us;

we shall have performed and complied in all material respects with each of the covenants, agreements and obligations we are required to perform under the Asset Purchase Agreement;

the absence of a Material Adverse Effect; and

the release of liens on certain of the assets being sold.

Finally, our obligations to complete the Asset Sale are subject to the satisfaction by Consona or waiver by us of conditions, including the following:

Consona's representations and warranties shall be true and correct as of the date of the Asset Purchase Agreement and the date of the closing of the Asset Sale, except those representations and warranties which address matters only as of a particular date need only be true and correct as of such date, and except those changes that would not reasonably be expected to cause a material adverse effect to Buyer; and

Consona shall have performed and complied in all material respects with each of the covenants, agreements and obligations Consona is required to perform under the Asset Purchase Agreement.

Termination (Page 47)

The parties may, by mutual written consent, terminate the Asset Purchase Agreement at any time prior to the completion of the Asset Sale.

In addition, either we or Consona may, in writing, terminate the Asset Purchase Agreement at any time prior to the effective time of the Asset Sale:

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if consummation of the Asset Sale is enjoined, restrained, illegal or otherwise prohibited by the final nonappealable decision of a governmental body or court;

if the Asset Sale has not been completed on or before August 31, 2009;

if the adoption and approval of the Asset Purchase Agreement by our stockholders has not been obtained at the Annual Meeting or any adjournment thereof by reason of the failure to obtain the required vote; or

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if any of the respective conditions to closing shall have become incapable of fulfillment. However, in the event that any representation or warranty fails to be true and correct or either party fails to perform all covenants or other agreements in the Asset Purchase Agreement, such party shall be provided a cure period of 20 days after written notice of breach unless such breach by its nature cannot be cured.

We may terminate, in writing, the Asset Purchase Agreement if our board of directors has determined that a competing transaction is a superior proposal, provided that (i) we received such superior proposal other than as a result of a breach or violation of the terms of the Asset Purchase Agreement, (ii) our board of directors has effected a change in its recommendation regarding the Asset Sale and the Asset Purchase Agreement pursuant to the terms of the Asset Purchase Agreement following a reasonable period of time in which Consona may agree to amend the Asset Purchase Agreement in response to such superior proposal and (iii) we pay to Consona the termination fee of \$600,000.

Consona may terminate, in writing, the Asset Purchase Agreement at any time prior to the completion of the Asset Sale if we provide Consona notice that our board of directors has effected a change in its recommendation regarding the Asset Sale and the Asset Purchase Agreement pursuant to the terms of the Asset Purchase Agreement in response to a superior proposal or if our board of directors does not reconfirm its recommendation regarding the Asset Sale and the Asset Purchase Agreement within five business days following Consona's request to do so.

Termination Fee (Page 47)

We will be obligated to pay Consona a fee of \$600,000 in connection with the termination of the Asset Purchase Agreement in the event that: (A) we terminate the Asset Purchase Agreement as a result of our written notice to Consona that our board of directors has determined that a competing transaction is a superior proposal, provided that (i) we received such superior proposal other than as a result of a breach or violation of the terms of the Asset Purchase Agreement and (ii) our board of directors has effected a change in its recommendation regarding the Asset Sale and the Asset Purchase Agreement pursuant to the terms of the Asset Purchase Agreement; (B) Consona terminates the Asset Purchase Agreement after receiving written notice from us that our board of directors has determined that a competing transaction is a superior proposal, or if our board of directors does not reconfirm its recommendation regarding the Asset Sale and the Asset Purchase Agreement within five business days following Consona's request to do so; or (C) the Asset Purchase Agreement is terminated because the closing of the Asset Sale shall not have occurred by August 31, 2009 and at or prior to the termination of the Asset Purchase Agreement a superior proposal shall have been made (or a proposal that would be reasonably likely to lead to a superior proposal shall exist and either (a) have been publicly disclosed or (b) notice of such a proposal reasonably likely to lead to a superior proposal shall have been provided, or should have been provided, by us to Consona pursuant to the Asset Purchase Agreement).

In addition, we have agreed to reimburse Consona for its actual and documented out-of-pocket expenses in an amount up to \$150,000 in the event that the Asset Purchase Agreement is terminated as a result of a failure to receive stockholder approval of the Asset Sale and the Asset Purchase Agreement.

Security Ownership of Certain Beneficial Owners, Directors and Management (Page 73)

As of March 31, 2009, our directors and executive officers collectively beneficially owned in the aggregate 3,067,575 shares, representing approximately 6.2% of the shares of our Common Stock entitled to vote at the Annual Meeting.

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SUPPORTSOFT, INC.

1900 SEAPORT BOULEVARD, 3RD FLOOR

REDWOOD CITY, CA 94063

PROXY STATEMENT FOR

2009 ANNUAL MEETING OF STOCKHOLDERS

To be Held on _____, 2009

The Parties to the Asset Sale

SupportSoft, Inc.

SupportSoft provides software and services designed to make technology work. We currently operate our business in two segments, the Consumer Business and the Enterprise Business. Our Consumer Business is a technology-enabled services business that was launched in 2007 to provide consumers with assistance in resolving technology problems. Our Enterprise Business consists of our traditional business in which we license technical support software to digital service providers (telecommunications and cable companies) and corporate IT departments and IT outsourcers. We have agreed to sell our Enterprise Business pursuant to the Asset Purchase Agreement. For more information please visit our website at www.supportsoft.com. Our common stock is listed on The NASDAQ Global Select Market under the symbol SPRT. Our common stock will continue to be listed under the symbol SPRT whether or not the Asset Sale is consummated or the Name Change Charter Amendment is approved.

SupportSoft is a Delaware corporation. Our principal executive office is located at 1900 Seaport Boulevard, 3rd Floor, Redwood City, California, 94063. The telephone number there is (650) 556-9440.

Consona Corporation

Consona Corporation (formerly known as M2M Holdings Inc.) is a worldwide leader in providing customer relationship management and enterprise resource planning software and services for companies of all sizes. Consona is dedicated to becoming a valued business partner by helping each and every customer continuously improve business processes over time. Toward this mission, Consona invests in the people, processes, technology and tools needed to provide its customers with a unique combination of customer care; product fit; a broad range of consulting, IT and business services; and industry expertise. Consona serves more than 4,500 customers worldwide and across a variety of industries. Battery Ventures and Thoma Bravo jointly own Consona.

Consona is a Delaware corporation. Its principal executive office is located at 450 East 96th Street, Suite 300, Indianapolis, IN 46240. The telephone number there is (317) 249-1700.

Date, Time and Place of Annual Meeting

The Annual Meeting of stockholders will be held on _____, 2009, at 4 p.m. Pacific Time at the Company's principal executive offices, located at 1900 Seaport Blvd., Third Floor, Redwood City, California 94063. The approximate date on which this proxy statement and the enclosed proxy card will first be sent to stockholders is _____, 2009.

Purpose of the Annual Meeting

At the Annual Meeting, we will ask our stockholders to consider and vote upon the following proposals: (i) to adopt and approve the Asset Sale and the Asset Purchase Agreement, (ii) to approve an amendment to our Amended and Restated Certificate of Incorporation (the Charter) to

change our name (the Name Change

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Charter Amendment), (iii) to re-elect six directors to serve on our board of directors (the Board) until the 2010 Annual Meeting of stockholders and thereafter until their successors are elected and qualified, (iv) to ratify the appointment of Ernst & Young LLP as our independent registered public accounting firm for fiscal year 2009, and (v) to adjourn the Annual Meeting, if necessary, to facilitate the adoption and approval of the preceding proposals, including to permit the solicitation of additional proxies if there are not sufficient votes at the time of the Annual Meeting to establish a quorum or to adopt and approve the preceding proposals.

After careful consideration, our board of directors has unanimously determined that (i) the Asset Sale is expedient and in the best interests of the Company and our stockholders and (ii) the Name Change Charter Amendment is advisable and in the best interests of the Company and our stockholders. Our board of directors unanimously recommends that you vote (i) FOR the adoption and approval of the Asset Sale and the Asset Purchase Agreement, (ii) FOR the approval of the Name Change Charter Amendment, (iii) FOR the election of the six directors identified herein, (iv) FOR the ratification of the appointment of Ernst & Young LLP as the Company's independent registered public accounting firm for the fiscal year and (v) FOR the adjournment of the Annual Meeting, if necessary, to facilitate the adoption and approval of the proposals described herein

You are urged to review carefully the information contained in the enclosed proxy statement prior to deciding how to vote your shares at the Annual Meeting.

Record Date, Voting and Quorum

Our board of directors fixed the close of business on _____, 2009 as the Record Date for the determination of holders of our outstanding shares entitled to notice of, and to vote on all matters presented at, the Annual Meeting. Such stockholders will be entitled to one vote for each share held on each matter submitted to a vote at the Annual Meeting. As of the Record Date, there were approximately _____ shares of our Common Stock, issued and outstanding.

The required quorum for the transaction of business at the Annual Meeting is a majority of the votes eligible to be cast by holders of shares of our Common Stock issued and outstanding on the Record Date. Shares that are voted FOR, or AGAINST a proposal or marked ABSTAIN are treated as being present at the Annual Meeting for purposes of establishing a quorum and are also treated as shares entitled to vote at the Annual Meeting with respect to such proposal. Broker non-votes are also included for purposes of determining whether a quorum of shares of Common Stock is present at a meeting. A broker non-vote occurs when a nominee holding shares of common stock for the beneficial owner does not vote on a particular proposal because the nominee does not have discretionary voting power with respect to that item and has not received instructions from the beneficial owner.

Required Vote

On all matters, each share has one vote. The proposal to adopt and approve the Asset Sale and the Asset Purchase Agreement and the proposal to approve the Name Change Charter Amendment require the affirmative vote of the holders of a majority of the shares outstanding as of the Record Date. Since the proposals for the adoption and approval of the Asset Sale and the Asset Purchase Agreement and the approval of the Name Change Charter Amendment require the approval of the holders of a majority of our shares outstanding as of the Record Date, both broker non-votes and abstentions would have the same effect as votes AGAINST such proposals. Directors are elected by a plurality vote. Therefore, the nominees for the six director seats who receive the most affirmative votes of shares outstanding as of the Record Date that are present in person or represented by proxy at the Annual Meeting will be elected to serve as directors. With respect to the proposal regarding the election of our directors, neither broker non-votes nor abstentions are included in the tabulation of the voting results and, therefore, they do not have the effect of votes AGAINST such proposal. The proposal to ratify the appointment of Ernst and Young LLP as our independent registered public accounting firm for fiscal year 2009 requires the affirmative vote of the holders of a majority of the outstanding shares as of the Record Date that are

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present in person or represented by proxy at the Annual Meeting. With respect to the proposal ratify the appointment of Ernst and Young LLP as our independent registered public accounting firm for fiscal year 2009, and the proposal to adjourn the Annual Meeting, if necessary, neither broker non-votes nor abstentions are included in the tabulation of the voting results and, therefore, they do not have the effect of votes AGAINST such proposal.

Voting

Stockholders may vote their shares:

by attending the Annual Meeting and voting their shares of our Common Stock in person;

by completing the enclosed proxy card, signing and dating it and mailing it in the enclosed post-prepaid envelope;

by following the instructions for Internet voting printed on your proxy card; or

by using the telephone number printed on your proxy card.

Our board of directors is asking you to give your proxy to Josh Pickus, our President and Chief Executive Officer, and Anne-Marie Eileraas, our Senior Vice President, General Counsel and Secretary. Giving your proxy to Mr. Pickus and Ms. Eileraas means that you authorize Mr. Pickus, Ms. Eileraas or either of them to vote your shares at the Annual Meeting in the manner you direct. You may vote FOR or AGAINST the proposals or abstain from voting. All valid proxies received prior to the Annual Meeting will be voted. All shares represented by a proxy will be voted, and where a stockholder specifies by means of the proxy a choice with respect to any matter to be acted upon, the shares will be voted in accordance with the specification so made. If no choice is indicated on the proxy, the shares will be voted (i) FOR the proposal to adopt and approve the Asset Sale and the Asset Purchase Agreement, (ii) FOR the proposal to approve the Name Change Charter Amendment, (iii) FOR the proposal to elect Kevin C. Eichler, Shawn Farshchi, J. Martin O Malley, Joshua Pickus, Jim Stephens and James Thanos to the board of directors until our 2010 Annual Meeting of stockholders and thereafter until their successors are elected and qualified, (iv) FOR the proposal to appoint Ernst & Young LLP as our independent registered public accounting firm for fiscal year 2009, (v) FOR the adjournment of the Annual Meeting, if necessary, to facilitate the adoption and approval of the preceding proposals, and (vi) as the proxy holders may determine in their discretion with respect to any other matters that properly come before the Annual Meeting.

Stockholders who have questions or requests for assistance in completing or submitting proxy cards should contact Carolyn Bass, Investor Relations, at (415) 445-3232.

Stockholders who have their shares in street name, meaning the name of a broker or other nominee who is the record holder, must either direct the record holder of their shares to vote their shares or obtain a proxy from the record holder to vote their shares at the Annual Meeting.

Revocability of Proxies

A stockholder giving a proxy has the power to revoke his or her proxy, at any time prior to the time it is voted, by:

delivering to our principal offices (Attention: Investor Relations) a written instrument that revokes the proxy;

submitting another properly completed proxy with a later date; or

attending the Annual Meeting and voting in person.

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Simply attending the Annual Meeting will not constitute revocation of your proxy. If your shares are held in the name of a broker or other nominee who is the record holder, you must follow the instructions of your broker or other nominee to revoke a previously given proxy.

The form of proxy accompanying this proxy statement confers discretionary authority upon the named proxy holders with respect to amendments or variations to the matters identified in the accompanying Notice of Annual Meeting and with respect to any other matters which may properly come before the Annual Meeting. As of the date of this proxy statement, management knows of no such amendment or variation or of any matters expected to come before the Annual Meeting which are not referred to in the accompanying Notice of Annual Meeting.

Attendance at the Annual Meeting

Only holders of the shares of our outstanding Common Stock, their proxy holders and guests we may invite may attend the Annual Meeting. If you wish to attend the Annual Meeting in person but you hold your shares through someone else, such as a broker, you must bring proof of your ownership and photo identification to the Annual Meeting. For example, you could bring an account statement showing that you beneficially owned shares of our Common Stock as of the Record Date as acceptable proof of ownership.

Solicitation of Proxies

In addition to solicitation by mail, our directors, officers and employees may solicit proxies by telephone, other electronic means or in person. These people will not receive compensation for their services, but we will reimburse them for their out-of-pocket expenses. We will bear the cost of printing and mailing proxy materials, including the reasonable expenses of brokerage firms and others for forwarding the proxy materials to beneficial owners of Common Stock. We have also retained Morrow & Co., LLC, a proxy solicitation firm, to assist in the solicitation of proxies for a fee of approximately \$10,000 to \$15,000, plus out-of-pocket expenses.

Proposal to Approve Adjournment of the Annual Meeting

We are submitting a proposal for consideration at the Annual Meeting to authorize the named proxies to approve one or more adjournments of the Annual Meeting if there are not sufficient votes to adopt and approve the Asset Purchase Agreement or approve the Name Change Charter Amendment at the time of the Annual Meeting. Even though a quorum may be present at the Annual Meeting, it is possible that we may not have received sufficient votes to adopt and approve the Asset Sale and the Asset Purchase Agreement or approve the Name Change Charter Amendment by the time of the Annual Meeting. In that event, we would determine to adjourn the Annual Meeting in order to solicit additional proxies. The adjournment proposal relates only to an adjournment of the Annual Meeting for purposes of soliciting additional proxies to obtain the requisite stockholder approval to adopt and approve the Asset Sale and the Asset Purchase Agreement or approve the Name Change Charter Amendment. Any other adjournment of the Annual Meeting (e.g., an adjournment required because of the absence of a quorum) would be voted upon pursuant to the discretionary authority granted by the proxy.

The approval of a proposal to adjourn the Annual Meeting would require the affirmative vote of the holders of a majority of the shares of our outstanding Common Stock present in person or by proxy and entitled to vote at the Annual Meeting. The failure to vote shares of Common Stock would have no effect on the approval of the adjournment proposal.

Our board of directors recommends that you vote **FOR** the adjournment proposal so that proxies may be used for that purpose, should it become necessary. Properly executed proxies will be voted **FOR** the adjournment proposal, unless otherwise noted on the proxies. If the Annual Meeting is adjourned, we are not required to give notice of the time and place of the adjourned meeting unless our board of directors fixes a new record date for the Annual Meeting.

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Other Business

We are not currently aware of any business to be acted upon at the Annual Meeting other than the matters discussed in this proxy statement. Under our amended and restated by-laws, business transacted at the Annual Meeting is limited to matters relating to the purposes stated in the Notice of Annual Meeting, which is provided at the beginning of this proxy statement. If other matters do properly come before the Annual Meeting, or at any adjournment of the Annual Meeting, we intend that shares of our outstanding Common Stock represented by properly submitted proxies will be voted by and at the discretion of the persons named as proxies on the proxy card. In addition, the grant of a proxy will confer discretionary authority on the persons named as proxies on the proxy card to vote in accordance with their best judgment on procedural matters incident to the conduct of the Annual Meeting.

WHETHER OR NOT YOU EXPECT TO ATTEND THE ANNUAL MEETING IN PERSON, YOU ARE REQUESTED TO COMPLETE, DATE, AND SIGN THE PROXY CARD AND RETURN IT PROMPTLY, OR VOTE BY TELEPHONE OR VIA THE INTERNET BY FOLLOWING THE DIRECTIONS ON THE PROXY CARD. BY RETURNING YOUR PROXY CARD OR VOTING BY PHONE OR THE INTERNET PROMPTLY, YOU CAN HELP US AVOID THE EXPENSE OF FOLLOW-UP MAILINGS TO ENSURE A QUORUM IS PRESENT AT THE ANNUAL MEETING. STOCKHOLDERS WHO ATTEND THE ANNUAL MEETING MAY REVOKE A PRIOR PROXY VOTE AND VOTE THEIR SHARES IN PERSON AS SET FORTH IN THIS PROXY STATEMENT.

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CAUTIONARY STATEMENT CONCERNING FORWARD-LOOKING INFORMATION

This proxy statement, and the documents to which we refer you to in this proxy statement, contain forward-looking statements, as that term is defined in the Private Securities Litigation Reform Act of 1995, including, among others, under the headings Summary Term Sheet, Questions and Answers About the Asset Sale, the Asset Purchase Agreement and the Name Change Charter Amendment, Proposal No 1 The Asset Sale and the Asset Purchase Agreement, The Asset Purchase Agreement, Special Risk Considerations You Should Take Into Account In Deciding How To Vote On The Proposal To Sell the Enterprise Business and Financial Projections and in statements containing the words anticipates, believes, could, estimates, expects, intends, may, should, plans, targets and/or similar words or expressions. Forward-looking statements include the following: (1) statements containing projections of revenues, operating expenses, income (or loss), earnings (or loss) per share, capital expenditures, dividends, capital structure, and other financial items; (2) statements concerning the plans and objectives of SupportSoft management for future operations, including plans or objectives relating to its products or services; (3) statements of future economic performance; (4) statements of the assumptions underlying or relating to any statement described in (1), (2), or (3); (5) any report issued by Thomas Weisel Partners or other outside reviewers retained by SupportSoft, to the extent that the report assesses a forward-looking statement made by SupportSoft; and (6) statements regarding the timing or completion of the Asset Sale. Actual results could differ materially from those predicted by these forward-looking statements.

You should be aware that forward-looking statements involve known and unknown risks and uncertainties as well as assumptions, among other things, about us and economic and market factors. Although we believe that the expectations reflected in these forward-looking statements are reasonable, we cannot assure you that the actual results or developments we anticipate will be realized, or even if realized, that they will have the expected effects on the business or operations of SupportSoft. These forward-looking statements speak only as of the date on which the statements were made and we undertake no obligation to publicly update or revise any forward-looking statements made in this proxy statement or elsewhere as a result of new information, future developments or otherwise.

Forward-looking statements are not guarantees of future performance, and actual results may differ materially from those contemplated by forward-looking statements. You should not place undue reliance on any forward-looking statements contained herein, which speak only as of the date of this proxy statement, or, in the case of documents referred to in this proxy statement, as of the respective dates of such documents. These and other factors are discussed in our current filings with the SEC, including SupportSoft's Annual Report on Form 10-K for the fiscal year ended December 31, 2008. In addition to other factors and matters contained in this document, we believe the following factors could cause actual results to differ materially from those discussed in the forward-looking statements:

- the failure to satisfy and of the conditions to complete the Asset Sale, including the receipt of the required stockholder approval;
- the occurrence of any event, change or other circumstances that could give rise to the termination of the Asset Purchase Agreement;
- the outcome of any legal proceedings instituted against us and others in connection with the proposed Asset Sale;
- the failure of the Asset Sale to close for any other reason;
- the amount of the costs, fees, expenses and charges relating to the Asset Sale;
- business uncertainty and contractual restrictions prior to the Asset Sale close;
- competition generally and the increasingly competitive nature of our industry;
- the effect of war, terrorism or catastrophic events;

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stock price and interest rate volatility; and

failure to operate our Consumer Business successfully.

The foregoing list and the risks reflected in this proxy statement should not be construed to be exhaustive. Actual results or matters related to the Asset Sale could differ materially from the forward-looking statements contained in this proxy statement as a result of the timing of the completion of the Asset Sale or the impact of the Asset Sale on our results of operations, financial condition, cash flows, capital resources, profitability, cash requirements, management resources and liquidity. In view of these uncertainties, you should not place undue reliance on any forward-looking statements, which are based on our current expectations.

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PROPOSAL NO. 1

THE ASSET SALE AND THE ASSET PURCHASE AGREEMENT

The following is a description of the material aspects of the Asset Sale, including background information relating to the proposed terms of the Asset Purchase Agreement. While we believe that the following description covers the material terms of the Asset Sale, the Asset Purchase Agreement and other arrangements between Consona and us, the description may not contain all of the information that is important to you. In particular, the following summary of the Asset Purchase Agreement is not complete and is qualified in its entirety by reference to the copy of the Asset Purchase Agreement attached to this proxy statement as Annex A and incorporated by reference herein. You should carefully read this proxy statement and the other documents to which we refer, including the Asset Purchase Agreement, for a complete understanding of the terms of the Asset Sale.

Background of the Asset Sale

Our senior management and board of directors periodically review the performance of our enterprise and consumer businesses and our strategies, opportunities, and objectives in the markets in which we operate. In conjunction with those reviews, we assess the short- and long-term prospects of both of our business segments and our company as a whole. We evaluate opportunities to grow our businesses organically and also inorganically, by means of mergers, acquisitions, divestitures, asset sales, and strategic alliances with other companies.

In June 2008, our senior management met internally and discussed a number of strategic alternatives to maximize stockholder value, including without limitation the possibility of separating the Enterprise and Consumer Businesses. Our management discussed these strategic alternatives at length with our board of directors at the next regularly-scheduled meeting of our board of directors in July 2008. In that discussion, our board of directors considered the short- and long-term prospects and strategies for the two businesses and the value of our company as a whole as compared with the potential value of the enterprise and consumer businesses operated separately. Our board of directors instructed our management to continue to evaluate potential strategic alternatives for the Enterprise and Consumer Businesses and to further apprise the board regarding those alternatives.

In August 2008, we met with three potential financial advisors, including Thomas Weisel Partners LLC, or TWP, to evaluate strategic options, including without limitation a potential sale of the Enterprise Business.

From August through October 2008, senior management worked with the potential advisors to develop analyses of the Enterprise Business and its products, strategies for marketing the Enterprise Business, market assessments and valuation ranges, and lists of potential buyers (strategic and financial). Management also worked with potential financial advisors to define possible benefits and effects of separating our two business units, including strategic options for the Consumer Business following a sale of the Enterprise Business.

On October 27, 2008, our board of directors met to discuss at length the potential strategic options for the Enterprise Business, in light of our long-term strategy and prospects for the Enterprise and Consumer Businesses. Senior management and the board discussed the anticipated benefits, risks and effects of a sale of the Enterprise Business, including without limitation the impact on maximizing stockholder value in light of our strategic objectives and plans for the Consumer Business following a sale of the Enterprise Business. TWP discussed with the board the market for an enterprise asset sale, including an overview of potential buyers, valuation ranges, and strategies and timelines for a potential sale process.

Based upon the discussions at the August and October board meetings, including the potential benefits of an enterprise asset sale and opportunities for the two businesses operated separately, we retained TWP as our financial advisor on October 28, 2008 to initiate a process to gauge interest in, and if appropriate, explore a potential transaction for the sale of the Enterprise Business.

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From October 2008 through December 2008, under the direction of our board, TWP developed and implemented an orderly process to explore the potential sale of the Enterprise Business and determine if a favorable valuation could be obtained. TWP and our senior management developed materials summarizing the Enterprise Business's financial performance, projections, products, and strategy. In December 2008, we projected revenue for our Enterprise Business of \$37 million in 2009, a decrease of 12.1% from 2008. We and TWP prepared a list of potential buyers, including public and private strategic acquirers and financial and private equity firms. TWP approached 49 potential acquirers with an initial set of materials describing the Enterprise Business generally (but not naming SupportSoft) and a timeline for submission of indications of interest.

On December 18, 2008, TWP informed our board of directors and management of the status of the contacts they had already made or that were scheduled to occur.

Of the 49 parties initially contacted, 17 entered into confidentiality agreements and received additional information about the Enterprise Business, including without limitation enterprise business financial information and projections. Each of the potential acquirers who signed confidentiality agreements was offered the opportunity to meet with our management team and to submit initial indications of interest in buying the Enterprise Business. Our senior management and TWP made presentations to 15 of those potential acquirers.

Included in the list of potential acquirers indicating interest was Battery Ventures, an investor in Consona, with which we entered into a confidentiality agreement on January 12, 2009.

On January 13, 2009, Battery Ventures contacted TWP to indicate that its portfolio company, Consona, would be interested in considering the opportunity. Also on January 13, 2009, Consona entered into a binding extension of the existing confidentiality agreement between Battery Ventures and SupportSoft and commenced due diligence.

Of the 17 potential acquirers who signed confidentiality agreements, 7, including Consona, submitted non-binding initial indications of interest in January 2009.

In January 2009, TWP coordinated a second-phase diligence process, which included a virtual data room containing additional materials about our company and the Enterprise Business, including without limitation information about the Enterprise Business's customers, products, operations, financial results and projections, employees and intellectual property. We invited 5 of the 7 potential acquirers who had submitted initial indications of interest, including Consona, to participate in the second phase of diligence.

On January 18, 2009, TWP discussed with our board of directors and management the non-binding indications of interest which had been received and a proposed strategy to continue discussions with the potential bidders.

At a telephonic meeting of our board of directors on January 27, 2009, our senior management reviewed with our board of directors the status of the Enterprise Business sale process, including the non-binding indications of interest received from potential acquirers, the progress of the second phase of diligence, and the expected timeline and next steps in the sale process.

During the phase two diligence process, we distributed to the participating bidders fourth quarter 2008 financial results and revised 2009 forecasts for our Enterprise Business. Based on the effects of the degradation in the overall macroeconomic environment on our Enterprise Business, and in particular a reduction in our forecasts for global services and license revenue, we reduced our 2009 Enterprise Business revenue forecast from \$37 million to \$31 million as more fully described in Financial Projections on page 35. TWP spoke with each of the 5 potential acquirers, and in light of the reduced forecast, one of those parties opted to withdraw from the phase two diligence process.

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On February 9, 2009, our board of directors met to discuss the progress of phase two of the diligence being conducted by the four remaining potential acquirers. Our senior management reviewed the progress of diligence and document review, the schedule for management meetings with the remaining potential acquirers, the timeline for preparation of asset purchase documents, potential valuations by the bidders, and the bid deadline set for March 13, 2009.

On February 18, 2009, TWP, on our behalf, sent an initial draft of the proposed asset purchase agreement to the potential acquirors.

On March 12, 2009, TWP, on our behalf, sent an initial draft of the proposed disclosure schedules to the asset purchase agreement to the potential acquirors.

On March 13, 2009, second round bids were received from the four remaining potential acquirors. Included with the second round bids from some of the bidders were proposed mark-ups of the draft asset purchase agreement and other transaction documents.

On March 16, 2009, our board of directors met to discuss the transaction process. TWP discussed with our board of directors and our senior management the second round bids received from the four potential acquirors. TWP and our senior management discussed with our board of directors a proposed strategy to continue discussions with the remaining bidders. Our board of directors directed our management to proceed with substantive negotiations with two bidders, Consona and Company B.

On March 17, 2009, our senior management, TWP and Jones Day, our outside legal counsel, held a conference call with Consona, and Cooley Godward Kronish, Consona's outside legal counsel, to discuss Consona's proposed revisions to the asset purchase agreement as reflected in the mark-up received with Consona's second round bid.

On March 19, 2009, our senior management, TWP and Jones Day held additional conference calls with Consona and Cooley Godward Kronish to discuss the proposed terms of the asset purchase agreement and to address certain due diligence items raised by Consona. On March 19, 2009, Cooley Godward Kronish, on behalf of Consona, sent a further mark-up to the asset purchase agreement reflecting revised proposed terms.

On March 23, 2009, our board of directors met to, among other things, discuss the status of negotiations with Consona and the other bidder. The board of directors directed our senior management to continue negotiating with both bidders through the end of the week and to consider granting exclusivity to one party at the end of the week.

Between March 23 and March 26, 2009, numerous conference calls were held between us, TWP and Jones Day, on the one hand, and Consona and Cooley Godward Kronish, on the other hand.

On March 26, 2009, Cooley Godward Kronish, on behalf of Consona, submitted revised drafts of the asset purchase agreement and the other proposed transaction documents. In addition, on March 26, 2009, Jones Day, on our behalf, sent an updated draft of the disclosure schedules to the asset purchase agreement to the bidders.

Between March 17, 2009 and March 27, 2009, we and our legal and financial advisors also continued discussions with the bidders, including Company B (one of the potential bidders).

On March 27, 2009, Company B's legal advisor, on behalf of Company B, sent us a revised draft of the asset purchase agreement. Throughout the day on March 27, our senior management, TWP and Jones Day held numerous conference calls with the bidders. On March 27, 2009 in the afternoon, our board of directors met to discuss the status of negotiations with Consona and Company B. After discussing the terms proposed by the

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bidders, the recommendation of our senior management and comments by TWP, our board of directors unanimously approved our entering into an exclusivity agreement with Consona based on the price offered, the terms of the asset purchase agreement, and other factors deemed relevant.

Between March 27 and April 3, 2009, our senior management, representatives of Consona and representatives of TWP, Jones Day and Cooley Godward Kronish continued negotiating various terms and conditions of the Asset Purchase Agreement and related documents and circulated revised drafts of such documents. Also during this period, representatives of Consona continued their due diligence review of the Enterprise Business and its products.

On April 3, 2009, our board of directors convened a telephonic meeting to discuss the proposed terms of the transaction and the proposed Asset Purchase Agreement and related documents. Our senior management and representatives of TWP and Jones Day were also present at the meeting. At the meeting, a representative of Jones Day updated our board of directors with respect to the resolution of the remaining open issues relating to the Asset Purchase Agreement and the related documents. TWP also reviewed with our board of directors an analysis of the proposed transaction from a financial point of view and rendered its oral opinion, which was subsequently confirmed in writing on April 5, 2009, that, based upon and subject to the assumptions and limitations set forth in the written opinion, the aggregate consideration to be received by SupportSoft in connection with the Asset Sale was fair, from a financial point of view and as of the date of the opinion, to SupportSoft. Our board of directors asked numerous questions of management, TWP and Jones Day, and discussed at length the advantages and risks of the proposed transaction that are described in *Reasons for the Asset Sale* below. Following discussion, our board of directors unanimously determined that the Asset Sale and Asset Purchase Agreement were expedient and in the best interests of SupportSoft and our stockholders, unanimously approved the Asset Purchase Agreement and the Asset Sale and recommended that our stockholders adopt and approve the Asset Purchase Agreement and the Asset Sale.

During April 4, 2009 and April 5, 2009, Consona continued its confirmatory due diligence review of the Enterprise Business.

The Asset Purchase Agreement was executed by SupportSoft and Consona on the evening of April 5, 2009.

On the morning of April 6, 2009, prior to commencement of trading on NASDAQ that day, SupportSoft issued a press release announcing the execution of the Asset Purchase Agreement and other matters.

Reasons for the Asset Sale

Our board of directors recommends approving the Asset Sale because we believe that separating the Enterprise Business and the Consumer Business will enhance our potential to maximize value for our stockholders. We believe that focusing on our Consumer Business will permit greater management focus on what we believe to be our greatest opportunity for growth and long-term stockholder value. Operating the businesses separately will better position each business to realize its full potential without any restrictions from the other.

We have been in the enterprise software business since our incorporation in 1997. We launched our Consumer Business in 2007, and in the last two years, our Consumer Business has grown and assumed a more prominent role in our overall financial results and company strategy. In 2007, the Consumer Business accounted for \$1.1 million of our revenue; in 2008, our Consumer Business revenue grew to \$6.8 million. Including our technical support agents, our Consumer Business now comprises more than two-thirds of our employees.

We believe that the consumer technology support market offers us the opportunity for continuing strong growth in our Consumer Business. According to Parks Associates, the US consumer premium support market is projected to grow from \$2.9 billion in 2009 to \$5.2 billion in 2012. In light of this large, fragmented and growing market, we believe the premium technology-enabled services offered by our Consumer Business afford us a meaningful opportunity to continue consumer revenue growth and enable short- and long-term value for our stockholders.

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The growth experienced by our Consumer Business will require increasing investment of our senior management's time and focus as we seek to increase revenue, diversify revenue sources, and achieve profitability in that business. The Asset Sale will ensure that 100% of our management's focus will be on the Consumer Business.

The recent volatility in the global financial markets and macroeconomic environment poses challenges for our Enterprise Business as enterprises generally seek to reduce their IT spending. Last year, our Enterprise Business accounted for \$42.1 million of our revenue. For 2009, we forecast revenue in the Enterprise Business of \$31 million. There is no guarantee that economic conditions will improve or that the opportunity to find a suitable partner for the Enterprise Business will arise again in the future. The combination of Consona with the Enterprise Business offers the potential for an extended solution offering, a broadened worldwide sales and services presence, greater coverage across numerous industry segments, and cross-selling opportunities across an expanded customer base.

In evaluating the Asset Purchase Agreement and the other transactions contemplated thereby, including the Asset Sale, and recommending that our stockholders adopt and approve the Asset Sale and the Asset Purchase Agreement in accordance with the applicable provisions of Delaware law, our board of directors consulted with our senior management, outside legal counsel and financial advisors. Our board of directors also consulted with outside legal counsel regarding our board of directors' fiduciary duties, legal due diligence matters, and the terms of the Asset Purchase Agreement and related agreements. Based on these consultations, and the factors and the opinion of TWP discussed below and, in the case of the opinion, attached as Annex B, our board of directors concluded that the Asset Sale was expedient and in the best interests of our stockholders and recommended that our stockholders adopt and approve the Asset Purchase Agreement and the Asset Sale.

The factors that our board of directors considered in reaching its determination included, but were not limited to, the following:

the value and the consideration to be received by us pursuant to the Asset Purchase Agreement, including the fact that we would receive an up-front payment without the placement of any funds in escrow;

the form of the consideration in the Asset Sale being cash, and the certainty of the value of such cash consideration compared to stock or other possible forms of consideration;

financial information concerning our Enterprise Business and Consumer Business (including, without limitation, information relating to the financial condition and prospects of our Enterprise and Consumer Businesses), current industry, economic and market conditions relating to our Enterprise and Consumer Businesses and the possibility that the short- and long-term prospects of the Enterprise Business would continue to decline while the Consumer Business would continue to grow;

the financial projections for our Enterprise Business set forth under "Financial Projections" on page 35;

the fact that our Consumer Business and the Enterprise Business have grown into two distinct segments and the continued operation of the two businesses together could place certain restrictions on each business, due to strategic, competitive and operational considerations, that may hinder their respective abilities to achieve their goals in the future;

the possibility that our Consumer Business' current and prospective customers, employees and other business partners may prefer to work with our company as a "pure play" provider of technology enabled services for the digital home and small office;

the creation of a more focused business model and a clearer investment opportunity for our current and future stockholders and for our continuing employees who hold stock options and other equity in our company;

the increased focus our management could place on our growing Consumer business following the Asset Sale;

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the additional financial flexibility to continue to aggressively grow our Consumer Business, both organically and through additional acquisitions such as our acquisition of YourTechOnline.com in 2008;

the strategic review process undertaken by us, which included the retention of recognized financial and outside legal advisors and a solicitation and bid process designed to maximize stockholder value, which ultimately resulted in the agreement with Consona to acquire the Enterprise Business;

the fact we held discussions with several other potential acquirers, but none of those potential acquirers submitted written acquisition proposals that were as favorable to us as Consona's proposal;

the financial presentation of our financial advisor, TWP, including its oral opinion delivered to our board of directors on April 3, 2009, and subsequently confirmed in writing on April 5, 2009 (the full text of which is attached as Annex B to this proxy statement) as to the fairness, from a financial point of view and as of the date of the opinion, to us of the aggregate consideration to be received by us in the Asset Sale, as more fully described below under the caption "The Asset Sale Opinion of Our Financial Advisor" beginning on page 28;

the business reputation of Consona and its management, directors and shareholders and its financial resources which our board of directors believed supported the conclusion that a transaction with Consona could be completed relatively quickly and in an orderly manner;

the impact of the Asset Sale on our customers, employees, and other business partners;

the fact that the Asset Purchase Agreement affords our board of directors flexibility to consider, evaluate and accept superior proposals and alternative transactions in the period after signing and prior to the adoption and approval of the Asset Sale and the Asset Purchase Agreement by our stockholders in accordance with the terms of the Asset Purchase Agreement;

the provisions in the Asset Purchase Agreement that any change, effect, occurrence or state resulting from the announcement of the Asset Purchase Agreement or the pendency of the Asset Sale and our failure to meet any projections, budgets, plans or forecasts for any products in the Enterprise Business are excluded from the determination of whether a Material Adverse Effect has occurred that would permit Consona to elect not to consummate the Asset Sale;

the reasonable likelihood of the consummation of the Asset Sale in light of the relatively limited conditions to Consona's obligations to consummate the Asset Sale, including the fact that the consummation of the Asset Sale is not contingent on Consona's ability to secure financing commitments or third party consents; and

the alternatives available if we were not to sell the Enterprise Business to Consona, including independent pursuit of growth of the Enterprise Business, through acquisitions or otherwise, all of which involve meaningful risks and uncertainties and none of which, in the view of our board of directors, were as favorable to us and our stockholders as, nor more favorable to us and our stockholders than, the Asset Sale.

Our board of directors also identified and considered a number of uncertainties, risks and potentially negative factors in its deliberations concerning the Asset Sale, including:

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the possibility that the transactions contemplated by the Asset Purchase Agreement, including the Asset Sale, might not be consummated, and the facts that if the Asset Sale is not consummated, (a) our directors, executive officers and other employees will have expended extensive time and effort and will have experienced significant distractions from their work during the pendency of the transaction, (b) we will have incurred significant transaction costs, and (c) the potential negative market perception of our continuing business could potentially result in a loss of customers, business partners, channel partners and employees, any of which may have a material and adverse effect on our stock price and results of operations;

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the effect of the public announcement of the Asset Sale and the Asset Purchase Agreement, including effects on our sales, customer and channel partner relationships, operating results, stock price, and our ability to attract and retain key management and sales and marketing personnel and technical support agents;

the resultant loss of sales and gross profit from the Enterprise Business;

the fact that, after the Asset Sale, we will be entirely dependent on the performance of our Consumer Business, which has not been profitable to date;

our obligations to provide services to Consona for a period of time following the closing pursuant to the terms of the transition services agreement;

the restrictions on the conduct of the Enterprise Business prior to completion of the Asset Sale, requiring us to conduct the Enterprise Business only in the ordinary course, subject to specific limitations or Consona's consent, which may delay or prevent us from undertaking business opportunities that may arise pending completion of the Asset Sale;

the restrictions on our board of directors' ability to solicit or engage in discussions or negotiations with a third party regarding alternative transactions, and the requirement that we pay Consona a \$600,000 termination fee in certain cases in the event of a termination of the Asset Purchase Agreement;

the risk we will not be able to satisfy some or all of the conditions to Consona obligations to consummate the Asset Sale;

the risk that we could be exposed to future indemnification payments for a breach or violation of the representations and warranties or covenants contained in the Asset Purchase Agreement;

the expectation that a portion the consideration we will receive in connection with the Asset Sale will be subject to certain state and federal taxes, including alternative minimum tax, which we do not expect to be able to offset with our net operating loss carryforwards;

the risk that unforeseen liabilities and expenses may be incurred that may limit the ultimate amount of net proceeds from the Asset Sale;

the significant costs involved in consummating the Asset Sale, including financial advisory fees, legal, accounting and other costs, which we estimate to be approximately \$1.9 million; and

the interests that our executive officers and directors may have with respect to the Asset Sale in addition to their interests as stockholders of our company.

After careful and due consideration, our board of directors unanimously concluded that overall, the risks, uncertainties, restrictions and potentially negative factors associated with the Asset Sale were outweighed by the potential benefits of the Asset Sale, and that many of these risks could be managed or mitigated prior to the consummation of the Asset Sale or were unlikely to have a Material Adverse Effect on our company.

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The foregoing information and factors considered by our board of directors are not intended to be exhaustive but are believed to include all of the material factors considered by our board of directors. In view of the variety of factors and the amount of information considered, our board of directors did not find it practicable to, and did not, quantify, rank or otherwise assign relative weights to the specific factors it considered in approving the Asset Sale and the Asset Purchase Agreement. In addition, individual members of our board of directors may have given different weights to different factors. Our board of directors considered all of these factors as a whole, and overall considered them to be favorable to and to support its determination.

Post-Closing Business and Proceeds from the Asset Sale

Upon the closing of the Asset Sale, our board of directors and management will focus their attention on our Consumer Business, which will be our only business after the Asset Sale is consummated. We will continue to pursue our Consumer Business growth strategy of providing services via retail and other channels and directly to

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the consumer through our website, support.com. We will also investigate possibilities for enhancing our Consumer business that may have been less available to us, due to competitive factors, resource issues, or otherwise, when we operated both the Enterprise Business and the Consumer Business.

Our goals following the conclusion of the Asset Sale will be to continue to grow and diversify revenue in our Consumer Business while driving to achieve profitability and to improve service delivery efficiency. To achieve growth, our plan is to enhance our channel partners and expand our service offerings. With respect to channels, we are seeking to expand existing programs, convert our most promising pilots into full programs, add new partners and grow our direct support.com business. We aim to diversify revenue by expanding smaller programs, developing partnerships with additional companies through which our offerings can reach consumers and growing our direct business. With respect to service offerings, we recently introduced subscription-based offerings at support.com and began offering them through channel partners in early 2009. We have also introduced new services such as online backup and data migration, and plan to continue to expand our offerings to include educational services and support for additional devices.

We aim to improve service delivery efficiency in the Consumer segment by optimizing our service delivery operations through increased automation, process improvement, performance management, improved forecasting, revenue scale and labor cost optimization. We are focusing a substantial part of our research and development activities on technology that increases the efficiency and improves the effectiveness of our technical support agents. To date, these activities have been focused on our Solutions Toolkit, an integrated set of tools for delivery of premium technology services, and we have an extensive roadmap for these technologies. In addition, we have introduced significant process improvements into our service delivery operations and augmented our call center management team to drive efficiency gains and productivity increases, and we expect to continue these efforts. We also expect improved forecasting and revenue scale to enable resource optimization. To further enhance service delivery efficiency, we are exploring a number of means of optimizing labor costs.

In addition to the foregoing, to achieve our goal of making the Consumer Business profitable, we will seek to reduce certain costs, including aligning our infrastructure and overhead to match the smaller size of our company after the completion of the Asset Sale. We also expect to review our compensation structure. Because we plan to manage the Consumer Business toward profitability while our business is in growth mode, we will consider balancing our compensation strategy in favor of more long-term equity incentive compensation rather than short-term cash incentives. Our board of directors and management will work closely with our advisers to define and implement specific compensation strategies.

We expect to continue to explore both organic and inorganic growth opportunities in our Consumer Business. In particular, we may acquire complementary companies that can contribute to the strategic, operational and financial performance of our Consumer Business. In the event that we are unable to identify suitable acquisition targets that are appropriately valued, we will evaluate other possible uses of our available cash reserves consistent with the best interests of our stockholders.

Recommendation of Our Board of Directors

After careful consideration, our board of directors has unanimously (i) adopted and approved the Asset Purchase Agreement and (ii) determined the Asset Sale to be expedient and in the best interests of the Company and our stockholders, and recommended to our stockholders that the Asset Purchase Agreement and the transactions contemplated thereby, including the Asset Sale, be adopted and approved by our stockholders.

*The Board of Directors unanimously recommends a vote **FOR** the adoption and approval of the Asset Sale and the Asset Purchase Agreement.*

Opinion of Our Financial Advisor

In October 2008, we retained TWP to act as our exclusive financial advisor in connection with the possible sale of the Enterprise Business. On April 3, 2009, TWP delivered to our board of directors its oral opinion that,

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as of that date, the consideration to be received by us in the Asset Sale was fair to us from a financial point of view. TWP later delivered its written opinion dated April 5, 2009, confirming its oral opinion.

Our board of directors determined the consideration we would receive in the Asset Sale through negotiations with Consona. We did not impose any limitations on TWP with respect to the investigations made or procedures followed in rendering its opinion.

The full text of the written opinion that TWP delivered to our board of directors is attached as Annex B to this proxy statement. You should read this opinion carefully and in its entirety. The following summary of the TWP opinion is provided for your review. This summary is qualified in its entirety by reference to the full text of the opinion.

TWP's opinion was approved by its fairness committee. TWP has directed its opinion to our board of directors in its consideration of the Asset Sale and its opinion is not a recommendation to you as to how you should vote with respect to the Asset Sale. The opinion addresses only the financial fairness of the consideration to be received by us as of the date of the opinion. It does not address the relative merits of the Asset Sale or any alternatives to the Asset Sale. Further, it does not address our underlying decision to proceed with or effect the Asset Sale.

In connection with its opinion, TWP, among other things:

- (1) reviewed certain publicly available financial and other data with respect to us and the Enterprise Business, including certain consolidated financial statements and certain other relevant financial and operating data relating to us and the Enterprise Business made available from published sources and from our internal records;
- (2) reviewed the financial terms and conditions of the Asset Purchase Agreement;
- (3) compared the Enterprise Business from a financial point of view with certain other companies which TWP deemed to be relevant;
- (4) considered the financial terms, to the extent publicly available, of selected recent business combinations which TWP deemed to be comparable, in whole or in part, to the Asset Sale;
- (5) reviewed and discussed with representatives of our management certain information of a business and financial nature regarding the Enterprise Business, furnished to TWP by our management, including certain financial forecasts and related assumptions of the Enterprise Business;
- (6) made inquiries regarding and discussed the Asset Sale and the draft Asset Purchase Agreement and other matters related thereto with our counsel; and
- (7) performed such other analyses and examinations as TWP have deemed appropriate.

In preparing its opinion, TWP did not assume any responsibility to independently verify, and has not independently verified, the information referred to above. Instead, with our consent, TWP relied on the information being accurate and complete in all material respects. With respect to the financial forecasts of the Enterprise Business provided to TWP by our management, upon the advice of our management and with the consent of our management, TWP assumed for purposes of its opinion that the forecasts have been reasonably prepared on bases reflecting the best available estimates and judgments of our management at the time of preparation as to the future financial performance of the Enterprise Business and that they provide a reasonable basis upon which TWP could form its opinion. TWP also made the following assumptions, in each case with our consent:

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that there have been no material changes in the assets, financial condition, results of operations, business or prospects of us or the Enterprise Business since the respective dates of the last financial statements made available to TWP;

that the Asset Sale will be consummated in a manner that complies in all respects with the applicable provisions of the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, and all other applicable federal and state statutes, rules and regulations; and

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that the Asset Sale will be consummated in accordance with the terms described in the Asset Purchase Agreement, without any amendments thereto, and without waiver by us of any of the conditions to our obligations thereunder.

In addition, for purposes of its opinion:

TWP has not assumed responsibility for making an independent evaluation, appraisal or physical inspection of any of the assets or liabilities (contingent or otherwise) of the Enterprise Business, nor was TWP furnished with any such appraisals; and

The TWP opinion was based on economic, monetary, market and other conditions as in effect on, and the information made available to TWP as of, the date of its opinion. Accordingly, although subsequent developments may affect its opinion, TWP has not assumed any obligation to update, revise or reaffirm its opinion.

The following represents a brief summary of the material financial analyses performed by TWP in connection with providing its opinion to our board of directors. Some of the summaries of financial analyses performed by TWP include information presented in tabular format. In order to fully understand the financial analyses performed by TWP, you should read the tables together with the text of each summary. The tables alone do not constitute a complete description of the financial analyses. Considering the data set forth in the tables 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 the financial analyses performed by TWP.

Selected Company Analysis. Based on public and other available information, TWP calculated the multiples of enterprise value, which TWP defined as equity value plus debt less cash and cash equivalents, to calendar year revenues and earnings before interest, taxes, depreciation and amortization (EBITDA) for software companies with a similar financial position who were challenged by growth or scale as well as, in some cases, similar end-market exposure. TWP believes that the nine companies listed below have operations similar to some of the operations of the Enterprise Business, but noted that none of these companies have the same management, composition, size or combination of businesses as the Enterprise Business:

ActivIdentity Corporation

Borland Software Corporation

Chordiant Software, Inc.

i2 Technologies, Inc.

Kana Software Inc.

Openwave Systems, Inc.

Pervasive Software Inc.

QAD Inc.

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Vignette Corporation

The following table sets forth the multiples indicated by this analysis:

Enterprise value to:	Range of Multiples(1)	
Actual 2008 Revenues	0.13x	0.35x
Actual 2008 EBITDA	3.5x	4.5x
Estimated 2009 Revenues	0.12x	0.41x
Estimated 2009 EBITDA	2.3x	3.9x

(1) Reflects Low Median

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While the selected company analysis compared the Enterprise Business to nine companies in similar financial position, TWP did not include every company that could be deemed to be in this category, or in the specific sector of the software industry in which the Enterprise Business participates.

The following table sets forth the implied multiples indicated by the enterprise value of the consideration to be received by us in connection with the Asset Sale:

Enterprise value to:	Implied Multiples
Actual 2008 Revenues	0.48x
Actual 2008 EBITDA	2.7x
Estimated 2009 Revenues	0.64x
Estimated 2009 EBITDA	2.9x

Selected Transactions Analysis. Based on public and other available information, TWP calculated where available: (1) the multiples of enterprise value to last twelve months (LTM) revenues and (2) enterprise value to next twelve months (NTM) revenues for the following 16 comparable transactions selected based on having a similar financial position to the Enterprise Business. TWP paid particular attention to the June 16, 2008 sale of Motive to Alcatel-Lucent as they felt it was the most relevant transaction:

Announcement Date	Name of Target	Name of Acquiror
06/16/08	Motive	Alcatel-Lucent
03/13/06	Artemis International Solutions	Versata
04/11/06	Portal	Oracle
05/24/06	DCS Group	Reynolds & Reynolds
06/05/06	Onyx Software	Made2Manage
08/28/06	InterVideo Inc.	Corel Corp.
09/21/06	Vitria Technology	Innovation Technology Group
05/03/07	EasyLink Services	Internet Commerce
08/13/07	Gensym	Versata
10/02/07	Printronic	Vector Capital
02/20/08	SYS	Kratos
05/02/08	Alliance Data Systems, Network Services	Heartland Payment Systems
05/29/08	Kintera	Blackbaud
10/22/08	JupiterImages	Getty Images
11/14/08	Vanco Direct	Capital Growth Systems
12/07/08	Quaero	CSG Systems

The following table sets forth the multiples indicated by this analysis and the multiples implied by the proposed Asset Sale:

Enterprise value to:	Range of Multiples(1)		Proposed Transaction
LTM Revenues	0.30x	0.89x	0.48x
NTM Revenues	0.64x	0.90x	0.64x

(1) Reflects Low Median

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No company or transaction in the selected company or selected transactions analyses is identical to the Enterprise Business or the Asset Sale. Accordingly, an analysis of the results of the foregoing is not mathematical; rather, it involves complex considerations and judgments concerning differences in financial and operating characteristics of the companies and other factors that could affect the public trading value of the companies to which the Enterprise Business and the Asset Sale are being compared.

Discounted Cash Flow Analysis. TWP used financial cash flow forecasts of the Enterprise Business for fiscal year 2009 and projections for fiscal years 2010 through 2012 estimated by TWP in consultation with our management, to perform a discounted cash flow analysis for the Enterprise Business. The projected 2009 through 2012 cash flows were calculated using a range of rates of revenue decline from 0% to 20% with constant EBIT (earnings before interest and taxes) multiples, constant asset depreciation rates and capital expenditures set equal to depreciation. In conducting this analysis, TWP assumed that the Enterprise Business would perform in accordance with these forecasts. TWP estimated the terminal value of the projected cash flows by applying multiples to the estimated 2012 EBITDA, which multiples ranged from 2.5x to 4.0x. TWP then discounted the cash flows projected through 2012 and the terminal values to present value using a 15.0% rate. This analysis indicated a range of equity values from \$13.2 million to \$26.7 million.

Liquidation Analysis. TWP used projected forecasts of the software-maintenance revenue stream for fiscal year 2009 and estimates for fiscal year 2010 and beyond to perform a liquidation analysis assuming a discontinuation of all revenues and expenses of the Enterprise Business other than those affiliated with software-maintenance revenue. Based on discussions with management the analysis assumed \$1.6 million in 2009 restructuring costs, a reduction in annual facility costs by 50% beginning in 2010 and an allocation to the Enterprise Business of tech support, general and administrative and depreciation and amortization costs. Based on maintenance renewal rates ranging from 90.0% to 75.0% and a rate of 15.0% used to discount the future cash flows to their present value, the analysis indicated a range of values from \$7.5 million to \$13.8 million.

The foregoing description is only a summary of the analyses and examinations that TWP deems material to its opinion. It is not a comprehensive description of all analyses and examinations actually conducted by TWP. The preparation of a fairness opinion necessarily is not susceptible to partial analysis or summary description. Accordingly, TWP believes that its analyses and the summary set forth above must be considered as a whole and that selecting portions of its analyses and of the factors considered, without considering all analyses and factors, would create an incomplete view of the process underlying the analyses set forth in its presentation to us. In addition, TWP may have given various analyses more or less weight than other analyses, and may have deemed various assumptions more or less probable than other assumptions. The fact that any specific analysis has been referred to in the summary above is not meant to indicate that this analysis was given greater weight than any other analysis. Accordingly, the ranges of valuations resulting from any particular analysis described above should not be taken to be the view of TWP with respect to the actual value of the Enterprise Business.

In performing its analyses, TWP made numerous assumptions with respect to industry performance, general business and economic conditions and other matters, many of which are beyond our control. The analyses performed by TWP are not necessarily indicative of actual values or actual future results, which may be significantly more or less favorable than those suggested by these analyses. These analyses were prepared solely as part of the analysis performed by TWP with respect to the financial fairness of the consideration to be received by us pursuant to the Asset Sale as of the date of TWP's opinion, and were provided to us in connection with the delivery of the TWP opinion. The analyses do not purport to be appraisals or to reflect the prices at which a company might actually be sold or the prices at which any securities may trade at any time in the future.

As described above, TWP's opinion and presentation were among the many factors that our board of directors took into consideration in making its determination to approve, and to recommend that our stockholders approve the Asset Sale.

We have agreed to pay TWP an aggregate fee of \$1,250,000 that is contingent on the completion of the Asset Sale. In addition, we agreed to pay TWP an engagement fee of \$100,000 on October 28, 2008 and a

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transaction fee upon delivery of its fairness opinion in connection with a sale of the Enterprise Business of \$250,000, all of which is creditable against the aggregate fee above. Our board of directors was aware of this fee structure and took it into account in considering the TWP opinion and in approving the Asset Sale. Further, we have agreed to reimburse TWP for its reasonable out-of-pocket expenses and to indemnify TWP, its affiliates, and their respective partners, directors, officers, agents, consultants, employees and controlling persons against specific liabilities, including liabilities under the federal securities laws.

In the ordinary course of its business, TWP may actively trade our equity securities for its own account and for the accounts of customers and, accordingly, may at any time hold a long or short position in these securities.

Other Agreements and Transactions Related to the Asset Sale

Transition Services Agreement

Pursuant to the Asset Purchase Agreement, we have agreed to enter into a transition services agreement with Consona pursuant to which we shall provide certain transitional, administrative and support services to Consona on a short-term basis following the closing of the Asset Sale.

Intellectual Property License Agreement

Pursuant to the Asset Purchase Agreement, we have agreed to enter into an intellectual property license agreement with Consona pursuant to which we will agree to license certain intellectual property rights which may be useful in the Enterprise Business to Consona and Consona will agree to license back to us certain intellectual property that is being sold pursuant to the Asset Sale.

Trademark Agreement

Pursuant to the Asset Purchase Agreement, we have agreed to enter into a trademark agreement pursuant to which we will agree with Consona to terms relating to the usage and registration of certain trademarks (i) being assigned to Consona pursuant to the Asset Sale and (ii) being retained by us.

Subleases

Pursuant to the Asset Purchase Agreement, we have agreed to enter into certain sublease agreements pursuant to which certain space in India will be leased back to us and certain space in Redwood City will be leased to Consona, in each case, on a short term basis.

Interests of Our Directors and Executive Officers in the Asset Sale

In considering the recommendation of our board of directors with respect to the Asset Sale, our stockholders should be aware that some of our directors and executive officers may have personal interests in the Asset Sale that are, or may be, different from, or in addition to, your interests. Our board of directors was aware of the interests described below and considered them, among other matters, when approving the Asset Sale.

Severance Agreement

On April 6, 2009, we amended and restated the employment offer letter of Michael Sayer, our Executive Vice President, General Manager Enterprise, to provide that a \$250,000 lump sum payment and continued health care coverage may be provided to Mr. Sayer under certain circumstances following the closing of an Enterprise Sale (as such term is defined in the amended and restated employment offer letter) as more fully described in the amended and restated employment offer letter. The Asset Sale will qualify as an Enterprise Sale for purposes of the amended and restated employment offer letter. A copy of the amended and restated employment offer letter has been filed with the SEC with a Current Report on Form 8-K on April 6, 2009.

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In the event that the Asset Sale does not close and Mr. Sayer's employment with us is terminated without cause not in connection with an Enterprise Sale (as such term is defined in the amended and restated employment offer letter), Mr. Sayer will be entitled to severance in an amount equal to \$125,000 as of the date of the termination of employment pursuant to the terms of his amended and restated employment offer letter.

Dissenters' Rights

You will not experience any change in your rights as a stockholder as a result of the Asset Sale. None of Delaware law, the Charter or our bylaws provides for appraisal or other similar rights for dissenting stockholders in connection with the Asset Sale, and we do not intend to independently provide stockholders with any such right. Accordingly, you will have no right to dissent and obtain payment for your shares in connection with the Asset Sale. Our shares of Common Stock will remain publicly traded on the Nasdaq Global Select Market following the closing of the Asset Sale.

Accounting Treatment of the Asset Sale

Under accounting principles generally accepted in the United States of America, upon stockholder adoption and approval of the Asset Sale and the Asset Purchase Agreement, we expect to reflect the results of operations of the Enterprise Business as discontinued operations, including the related anticipated gain on the sale, net of any applicable taxes, commencing with the quarter during which the Asset Sale is approved by the stockholders. For further information, see the unaudited pro forma condensed financial information included in this proxy statement.

Financing; Source and Amount of Funds

The Asset Sale is not conditioned on Consona's ability to obtain financing.

MATERIAL U.S. FEDERAL, STATE AND FOREIGN INCOME TAX CONSEQUENCES

The Asset Sale will not result in any material U.S. federal income tax consequences to our stockholders. The transaction will be a taxable event to SupportSoft for U.S. state and federal income tax purposes. The Asset Sale is expected to result in some federal alternative minimum tax being imposed on SupportSoft in the year of the sale despite our existing tax losses and credits. In addition, SupportSoft expects that all or substantially all of the taxable gain resulting from the Asset Sale will be subject to state income tax, despite our existing tax losses and credits. Furthermore, SupportSoft may be subject to income taxes in foreign jurisdictions on the gain from the Asset Sale in several of the jurisdictions where we maintain foreign subsidiaries. The Asset Sale also may result in SupportSoft being subject to foreign, state or local sales, use or other taxes in jurisdictions in which SupportSoft files tax returns or has assets.

REGULATORY MATTERS

Mergers and acquisitions that may have an impact in the United States are subject to review by the Department of Justice and the Federal Trade Commission to determine whether they comply with applicable antitrust laws. SupportSoft believes that the Asset Sale is not subject to the Hart Scott Rodino Act Antitrust Improvements Act of 1976 or the reporting and waiting requirements of any other United States antitrust law. We are not aware of other material regulatory approvals.

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FINANCIAL PROJECTIONS

SupportSoft's management does not as a matter of course make public full year projections. However, in connection with the process to test the market for a potential sale of the Enterprise Business, our management provided certain Enterprise Business projections to potential acquirors, including Consona, and TWP, which were based on our management's projection of our future financial performance as of the date they were provided. We have included below the material portions of these projections, which we refer to as the Projections, to give our stockholders access to certain nonpublic information prepared for purposes of considering and evaluating the Asset Sale. The Projections were prepared by SupportSoft's management for internal use and to assist TWP, Consona and certain of the other bidders with their respective due diligence investigations of SupportSoft, and were not prepared with a view toward public disclosure or compliance with published guidelines of the SEC or the American Institute of Certified Public Accountants regarding forward-looking information or generally accepted accounting principles.

Neither SupportSoft's independent registered public accounting firm, Ernst & Young LLP, nor any other independent accountants have compiled, examined or performed any procedures with respect to the Projections, nor have they expressed any opinion or given any form of assurance on the projections or their achievability. TWP and Consona did not prepare the information in the table below, have no responsibility therefor, and may have varied some of the assumptions underlying such information for purposes of their analyses. Furthermore, the Projections:

necessarily make numerous assumptions, many of which are beyond the control of SupportSoft and may not prove to have been, or may no longer be, accurate;

except as indicated below, do not necessarily reflect revised prospects for SupportSoft's business, changes in general business or economic conditions, or any other transaction or event that has occurred or that may occur and that was not anticipated at the time the projections were prepared;

are not necessarily indicative of current values or future performance, which may be significantly more favorable or less favorable than as set forth below; and

should not be regarded as a representation that they will be achieved.

We believe the assumptions our management used as a basis for the Projections were reasonable at the time such information was prepared, given the information our management had at the time.

The Projections are not a guarantee of performance. They involve significant risks, uncertainties and assumptions. The future financial results and stockholder value of SupportSoft may materially differ from those expressed in the Projections due to factors that are beyond our ability to control or predict. We cannot assure you that the Projections will be realized or that the future financial results of the Enterprise Business will not materially vary from the Projections. We do not intend to update or revise the Projections.

The Projections are forward-looking statements. For information on factors which may cause our future financial results to materially vary, see Cautionary Statement Concerning Forward-Looking Information on page 19, Special Risk Considerations You Should Take Into Account In Deciding How To Vote On The Proposal To Sell the Enterprise Business on page 37, and the Risk Factors included in our Annual Report on Form 10-K for the fiscal year ended December 31, 2008.

The Projections estimate profitability at the operating income level, including an allocation for general and administrative expenses but exclusive of interest income, other income and expenses, and income taxes. The Projections have also been prepared on a non-GAAP basis, which excludes stock-based compensation, restructuring charges, and amortization of intangible assets.

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Non-GAAP Projections (in thousands, except percentages and per share data)

	2009	
	Enterprise Business Projection	
Revenue	\$	31,039
<i>Projected Year over Year Growth</i>		(26)%
Cost of Goods Sold		11,693
Gross Profit		19,347
Operating Expenses		10,424
Pre G&A Profit		8,923
Estimated G&A(1)		2,828
Post G&A Profit	\$	6,095

(1) Estimated General & Administrative expenses for a private standalone entity.

In preparing the Projections, SupportSoft made a number of assumptions, including assumptions regarding the following:

Revenue growth;

Costs and operating expenses; and

A lack of future acquisitions for the Enterprise Business.

Non-GAAP Financial Measures

As noted above, the Projections have been prepared on a non-GAAP basis, which excludes stock-based compensation expenses, amortization of intangible assets, and restructuring charges. The following provides our reasons for providing such information on a non-GAAP basis:

General We believe that the non-GAAP measures, excluding stock-based compensation expenses, when viewed in addition to and not in lieu of our reported GAAP results, assist in the understanding our results of operations.

Stock-based compensation expenses Management excludes stock-based compensation expense when evaluating its performance from period to period because such expenses do not require cash settlement and because such expenses are not used by management to assess the performance of our business.

Amortization/write-down of intangible assets We do not acquire businesses on a predictable cycle; therefore management excludes acquisition-related intangible asset amortization and related charges when evaluating its operating performance. We also excludes such charges as they represent non-cash expenses.

Restructuring and impairment charges We believe the non-GAAP measures, excluding restructuring and impairment charges, provide meaningful supplemental information in order to understand our ongoing operational costs and expenses, without the broad-based termination costs that comprised our restructuring expense. We do not undertake significant restructurings on a predictable basis and, as result, excludes associated charges in order to enable better and more consistent evaluation of the Company's operating expenses before and after such actions are taken.

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SupportSoft uses non-GAAP financial measures internally to evaluate its performance from period to period and against the performance of other software companies, many of which present similar non-GAAP financial measures. We also believe that investors benefit from seeing through the eyes of management as our operating budgets and compensation programs are based on the non-GAAP financial measures we present in this press release.

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Finally, SupportSoft believes the non-GAAP measures provide useful supplemental information for investors to evaluate our operating results in the same manner as the research analysts that follow SupportSoft, all of whom present non-GAAP projections in their published reports. As such, the non-GAAP measures provided by SupportSoft facilitate an apples to apples comparison of our performance with the financial projections published by the analysts.

The economic substance behind our decision to use such non-GAAP measures is that such measures approximate our controllable operating performance more closely than the most directly comparable GAAP financial measures.

The material limitation associated with the use of the non-GAAP financial measures is that the non-GAAP measures do not reflect the full economic impact of our activities and reliance solely on non-GAAP measures may lead management to make business decisions with unanticipated economic consequences on our GAAP financial results. We compensate for this limitation by not relying exclusively on non-GAAP financial measures to make business decisions. We also continuously reevaluate which non-GAAP measures are appropriate.

SPECIAL RISK CONSIDERATIONS YOU SHOULD TAKE INTO ACCOUNT IN DECIDING HOW TO VOTE ON THE PROPOSAL TO SELL THE ENTERPRISE BUSINESS

You should carefully consider the special risk considerations described below as well as other information provided to you or referenced in this document in deciding how to vote on the proposal to sell the Enterprise Business. The special risk considerations described below are not the only ones facing us. For a discussion of additional risk considerations, we refer to you the documents we file from time to time with the Securities and Exchange Commission, particularly our Form 10-K for the fiscal year ended December 31, 2008. Additional considerations not presently known to us or that we currently believe are immaterial may also adversely affect our business operations. If any of the following special risk considerations actually occur, our business, financial condition or results of operations could be materially adversely affected, the value of our common shares could decline, and you may lose all or part of your investment.

Special Risk Considerations Regarding the Proposal to Sell the Enterprise Business

If we fail to complete the sale of the Enterprise Business, our business may be harmed.

We cannot assure you that the sale of our Enterprise Business will be completed. The completion of the sale of the Enterprise Business is subject to the satisfaction of a number of conditions, including, among others, the requirement that we obtain stockholder approval of the Asset Sale. In addition, Consona may terminate the agreement if we do not cure breaches, if any, of a material provision of the Asset Purchase Agreement within 20 days of notice of such breach. We cannot guarantee that we will be able to meet all of the closing conditions of the Asset Purchase Agreement. If we are unable to meet all of the closing conditions, Consona is not obligated to purchase the Enterprise Business. We also cannot be sure that other circumstances, for example, a Material Adverse Effect, will not arise that would allow Consona to terminate the Asset Purchase Agreement prior to closing. If the Asset Sale is not approved or does not close, our board of directors will be forced to evaluate other alternatives, which may be less favorable to us than the proposed sale of the Enterprise Business.

As a result of our announcement of the sale of our Enterprise Business, third parties may be unwilling to enter into material agreements with respect to our Enterprise Business. New or existing customers and business partners may prefer to enter into agreements with our competitors who have not expressed an intention to sell their business because customers and business partners may perceive that such new relationships are likely to be more stable. Employees working in the Enterprise Business may become concerned about the future of the business and lose focus or seek other employment. If we fail to complete the Asset Sale, the failure to maintain existing business relationships or enter into new ones could adversely affect our business, results of operations

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and financial condition. In addition, if we fail to complete the proposed Asset Sale, we will retain and continue to operate the Enterprise Business. The resultant potential for loss or disaffection of employees or Enterprise Business customers would have a material, negative impact on the value of our Enterprise Business.

In addition, if the Asset Sale is not consummated, our directors, executive officers and other employees will have expended extensive time and effort and will have experienced significant distractions from their work during the pendency of the transaction and we will have incurred significant third party transaction costs, in each case, without any commensurate benefit, which may have a material and adverse effect on our stock price and results of operations.

You are not guaranteed any of the proceeds from the sale of the Enterprise Business.

The purchase price for the assets of the Enterprise Business will be paid directly to our company. Management could spend or invest the net proceeds from the sale of the Enterprise Business in ways with which our stockholders may not agree, including acquisitions. The investment of these proceeds may not yield a favorable return.

The Asset Purchase Agreement may expose us to contingent liabilities.

Under the Asset Purchase Agreement, we agreed to indemnify Consona for breaches or violations of any representation, warranty, covenant or agreement made by us in the Asset Purchase Agreement, for pre-closing and other liabilities related to the Enterprise Business, and for other matters, subject to certain limitations. Significant indemnification claims by Consona could have a material adverse effect on our financial condition. We will generally not be obligated to indemnify Consona for any breach of the representations and warranties made by us under the Asset Purchase Agreement until the aggregate amount of claims for indemnification for such breach exceeds \$200,000 (except in the event of a breach of the sufficiency of purchased assets representation, in which case we will not be obligated to indemnify Consona for any breach of such representation until the aggregate amount of such claims exceeds \$50,000, but we are then obligated to indemnify Consona for the full amount of such losses). In the event that claims for indemnification for breach of the representations and warranties made by us under the Asset Purchase Agreement exceed the stated threshold, we may be obligated to indemnify Consona for any damages or loss resulting from such breach in an amount not to exceed \$2,000,000. Claims for indemnification for breach of any covenant, agreement or other matter made by us in the Asset Purchase Agreement, including claims for excluded liabilities, or claims for fraud or intentional misrepresentation, are not subject to the limits described above.

Special Risk Considerations Regarding the Remaining Consumer Business Assuming the Enterprise Business is Sold

Our Enterprise Business has historically generated a substantial portion of our revenue. After its sale we will be a much smaller company, and in order to succeed as a smaller company after the sale, we will need to achieve profitability of our Consumer Business.

We will be selling our entire Enterprise Business which has historically been the source of a substantial portion of our revenue. For the fiscal year ended December 31, 2008, our Enterprise Business segment accounted for \$42.1 million of our total revenues of \$48.9 million while our Consumer Business segment accounted for only \$6.8 million of our total revenues. We may invest a portion of the net proceeds of this transaction to grow our Consumer Business. There is no guarantee that we will be able to achieve sustained growth or profitability in our Consumer Business or in new business opportunities we may pursue.

Our Consumer Business is generating losses, has a limited operating history and is based on a relatively new business model.

Our Consumer Business is a technology-enabled services business that was launched in 2007 to provide consumers with assistance in resolving technology problems. Prior to January 2008, we operated our business in only one segment, the Enterprise Business segment. We are executing a plan to extend our Consumer Business

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by providing premium technology services to consumers both through channel partners and directly. We may not be able to continue to offer these services successfully. We have limited experience in reaching or serving consumers and in managing technical support agents. All of our North American technical support agents are now home-based, which requires a high degree of coordination and quality control of employees working from diverse and remote locations. We are currently experiencing losses in our Consumer Business and we expect to continue to use significant cash and incur increased operating expenses to support this initiative, including costs associated with recruiting, training and managing our technical support agents, costs to develop and acquire technology and infrastructure to support our Consumer Business, promotional costs associated with reaching consumers, and costs of obtaining personnel with the necessary consumer expertise. These investments, which typically are made in advance of revenue, may not yield increased revenue to offset these expenses. As a result of these factors, the future revenue and income potential of our Consumer Business is uncertain. Any evaluation of our Consumer Business and our prospects must be considered in light of these factors and the risks and uncertainties often encountered by companies in our early stage of development. Some of these risks and uncertainties relate to our ability to do the following:

maintain our current relationships, and develop new relationships, with customers, channel partners and employees;

continue to grow our revenue and meet anticipated growth targets;

manage our expanding operations and implement and improve our operational, financial and management controls;

adapt to industry consolidation;

successfully introduce new, and upgrade our existing, products and services for consumers;

respond to government regulations relating to our Consumer Business;

respond effectively to competition; and

attract and retain qualified management and employees.

If we are unable to address these risks, our business, results of operations and prospects could suffer.

We will be a very small public company with a large cash balance.

Once the Asset Sale is completed, we will remain a publicly traded company and will continue to be subject to SEC and Nasdaq rules and regulations, including the Sarbanes-Oxley Act of 2002. While all public companies face the costs and burdens associated with being publicly traded, given the size of our consumer-focused company, the costs and burden of being a public company will be a significant portion of our annual revenues. In addition, given our size and the fact that the sole focus of our business will be our Consumer Business, our management will have an even greater expectation from stockholders and industry analysts to produce improved quarterly financial results for our Consumer Business as compared to the periods prior to the Asset Sale when the diversity of our revenue streams could enable one of our segments to offset weakness in the other segment. After giving effect to the Asset Sale, our cash balance will increase. In the past our market capitalization has been lower than our cash balance. If these dynamics continue, we may be a take-over target in the future. This might cause distractions for our management and our board of directors and might otherwise prevent us from executing on our strategy for the Consumer Business to build long term stockholder value.

We may make acquisitions in the Consumer Business that may not prove successful.

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We may not be able to identify suitable acquisition candidates at prices we consider appropriate. If we do identify an appropriate acquisition candidate, we may not be able to successfully and satisfactorily negotiate the terms of the acquisition. Our management may not be able to effectively implement our acquisition program and

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internal growth strategy simultaneously. The integration of acquisitions involves a number of risks and presents financial, managerial and operational challenges. We may have difficulty, and may incur unanticipated expenses related to, integrating management and personnel from these acquired entities with our management and personnel. Our failure to identify, consummate or integrate suitable acquisitions could adversely affect our Consumer Business. We cannot readily predict the timing, size or success of our future acquisitions. Failure to successfully integrate recent acquisitions or future acquisitions could have a material adverse effect on our business, prospects, financial condition and results of operations.

Economic or market factors could cause a decline in consumer spending for technology services, adversely affecting our financial results.

Our revenue and profitability depend on the overall demand for our services. Delays or reductions in demand for our services by consumers could materially adversely affect our financial results. If the markets for computers and electronic products and demand for our Consumer Business products and services continue to decline, our business, results of operations or financial condition could be materially adversely affected.

ASSET PURCHASE AGREEMENT

The following is a summary of the material terms of the Asset Purchase Agreement. This summary does not purport to describe all the terms of the Asset Purchase Agreement and is qualified by reference to the complete Asset Purchase Agreement, which is attached as Annex A to this proxy statement. We urge you to read the Asset Purchase Agreement carefully and in its entirety because it, and not the summary set forth in this proxy statement, is the legal document that governs the Asset Sale.

The terms of the Asset Purchase Agreement (such as the representations and warranties) are intended to govern the contractual rights and relationships, and allocate risks, between the parties in relation to the Asset Sale. The Asset Purchase Agreement contains representations and warranties that SupportSoft, on the one hand, and Consona, on the other hand, made to each other as of specific dates. The representations and warranties were negotiated between the parties with the principal purpose of setting forth their respective rights with respect to their obligations to consummate the Asset Sale and may be subject to important limitations and qualifications as set forth therein, including a contractual standard of materiality different from that generally applicable under federal securities laws. In addition, certain representations and warranties relate to information that is not known currently by either party and have been negotiated such that the risk that such representations or warranties are ultimately shown to not be true is allocated between the parties.

In addition, such representations and warranties are qualified by information in confidential disclosure schedules that SupportSoft and Consona have exchanged in connection with signing the Asset Purchase Agreement. While SupportSoft does not believe that the disclosure schedules contain information that the securities laws require to be publicly disclosed, the disclosure schedules do contain information that modifies, qualifies and creates exceptions to the representations and warranties set forth in the attached Asset Purchase Agreement. Accordingly, you should not rely on the representations and warranties as characterizations of the actual state of facts, since they are modified by the underlying disclosure schedules. These disclosure schedules contain certain information that has been included in our prior public disclosures, as well as additional non-public information. Moreover, information concerning the subject matter of the representations and warranties may have changed since the date of the Asset Purchase Agreement, which subsequent information may or may not be fully reflected in our public disclosures.

General

Under the terms of the Asset Purchase Agreement, Consona has agreed to purchase the Enterprise Business. Pursuant to the terms of the Asset Purchase Agreement, upon the closing of the Asset Sale, Consona will make a cash payment of \$20,000,000 to us, subject to the possible adjustment described below.

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If the closing of the Asset Sale occurs after June 30, 2009, we and Consona have agreed to reduce the cash purchase price to the extent that, at any time during the period from June 30, 2009 to the closing date, we receive payments from certain of our customers with respect to specific invoices identified on a schedule to the Asset Purchase Agreement. The cash purchase price shall be reduced for each such payment by an amount equal to the difference between (A) the product of (i) the aggregate amount of such payment actually received by us from such customer with respect to such invoice multiplied by (ii) a fraction with a numerator equal to 365 minus the number of days that have elapsed from the beginning of the applicable maintenance period pursuant to our contract with such customer (or, from June 1, 2009, as to one of the customers) to the date we actually receive payment from such customer and a denominator equal to 365 and (B) any sales commissions we actually paid in respect of such payment received from such customer (not to exceed 5% of the amount of the payment and excluding commissions paid in the ordinary course of business). The intent of this formula is to ensure that Consona receives the benefit of the cash payment from these contracts in the event the closing of the Asset Sale is delayed beyond June 30, 2009. If the Asset Sale is closed prior to June 30, 2009, Consona will receive the full benefit of such payments since we have agreed to assign the relevant customer contracts to Consona pursuant to the Asset Purchase Agreement and the payments would, according to historical customer payout patterns, be received after June 30, 2009. We have agreed with Consona that the aggregate amount of such adjustments described above, if any, shall be computed and that we shall deliver a certificate to Consona prior to the closing date setting forth the total amount of such adjustments. The adjustment amount, if any, will be deducted from the \$20,000,000 purchase price. Therefore, if the closing of the Asset Sale does not occur until after June 30, 2009, the amount we actually receive at the closing as the cash purchase price may be less than \$20,000,000. In the event the closing of the Asset Sale occurs on or prior to June 30, 2009, there will be no adjustment to the \$20,000,000 cash purchase price.

Closing

Closing of the Asset Sale under the Asset Purchase Agreement will occur within three business days following the satisfaction or waiver of all conditions to the obligations of the parties to consummate the transactions contemplated thereby, including the adoption and approval of the Asset Sale and the Asset Purchase Agreement by the holders of a majority of our common stock outstanding on the Record Date, or at such other time as we and Consona may agree upon in writing.

Representations and Warranties

The Asset Purchase Agreement contains a number of customary representations and warranties applicable to us, subject in some cases to customary qualifications, relating to, among other things, the following:

valid existence and good standing, and other corporate matters regarding us;

authorization, valid execution and delivery, and enforceability of the Asset Purchase Agreement;

binding effect of the Asset Purchase Agreement and the other agreements contemplated thereby;

conflicts or violations under charter documents, contracts and instruments or law;

title to property and purchased equipment and sufficiency of the purchased assets;

compliance with governmental permits;

real estate related to the Enterprise Business;

compliance with laws and absence of material litigation;

labor and employment matters related to the Enterprise Business;

material contracts related to the Enterprise Business;

segment financial information related to the Enterprise Business;

absence of certain changes related to the Enterprise Business;

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intellectual property matters related to the Enterprise Business;

taxes;

customers and suppliers related to the Enterprise Business;

contracts with affiliates;

brokers or finders fees, and other fees with respect to the Asset Sale;

our board of director s approval of the Asset Sale and the Asset Purchase Agreement;

information contained in this proxy statement; and

warranty and product liability claims.

Certain representations and warranties in the Asset Purchase Agreement provide exceptions for items that are not reasonably likely to have a Material Adverse Effect. For purposes of the Asset Purchase Agreement, a Material Adverse Effect means a change, effect, event, occurrence or state of facts that is, or is reasonably likely to be, either individually or when aggregated with all other changes, effects, events, occurrences or states of facts, materially adverse to (i) the business, condition (financial or otherwise) or results of operations of the Enterprise Business, (ii) the assets being purchased and the liabilities being assumed by Consona pursuant to the Asset Purchase Agreement, or (iii) our ability to consummate the transactions contemplated by the Asset Purchase Agreement, in each case other than any change, effect, occurrence or state of facts resulting from:

conditions in the United States or foreign economies, banking or securities markets;

conditions in the industry in which the Business operates in general and not specifically relating to the Business;

changes or developments in international, national, regional, state or local wholesale or retail markets for any product that has similar specification as the Enterprise Business products, including enhancements, modifications, evolutions or combinations of or with such products, including those due to actions by competitors;

the announcement or pendency of the transactions contemplated by the Asset Purchase Agreement (including any action or inaction by our or our subsidiary s customers, suppliers, distributors, employees or competitors resulting from the announcement or pendency of the transactions contemplated by the Asset Purchase Agreement or from any action by Consona related to such transactions, including its decision whether or not to employ any or all of our employees who work exclusively for the Enterprise Business);

any failure to meet any projections, budgets, plans or forecasts for any products;

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the undertaking, performance or observance of the obligations contemplated by the Asset Purchase Agreement or the failure to take any action as a result of restrictions or other prohibitions set forth in the Asset Purchase Agreement;

changes in generally accepted accounting principles or any law; or

Consona's failure to consent to our request to take an action prohibited or omit to take any action required by the interim operating covenant section of the Asset Purchase Agreement.

The Asset Purchase Agreement also contains a number of customary representations and warranties applicable to Buyer, subject in some cases to customary qualifications, relating to, among other things, the following:

valid existence and good standing, and other corporate matters of Consona;

authorization, valid execution and delivery, and enforceability of the Asset Purchase Agreement;

binding effect of the Asset Purchase Agreement and the other agreements contemplated thereby;

conflicts or violations under charter documents, contracts and instruments or law;

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brokers or finders fees, and other fees with respect to the Asset Sale;

sufficiency of funds;

information contained in this proxy statement; and

independent assessment of the Enterprise Business.

Indemnification; Survival of Indemnification Obligations

After closing of the Asset Sale, we have agreed to indemnify and hold Consona and its affiliates harmless from any loss arising out of (i) any breach of representations and warranties by us, (ii) breaches by us of any covenants or agreements made or to be performed by us under the Asset Purchase Agreement, (iii) any excluded liabilities under the Asset Purchase Agreement, or (iv) any claims with respect to, or arising out of, any of our employees in connection with any employment benefit plan or such employee's employment or termination of employment with us, including liabilities arising under employment benefit plans or otherwise arising out of our termination of employees prior to the closing date. In general, we are required to indemnify Consona for any indemnifiable losses arising out of a breach of our representations or warranties, subject to certain exceptions, for a period of 12 months following the closing date of the Asset Sale. In general, we are not obligated to make Consona whole for any losses suffered as a result of a breach of our representations and warranties until Consona suffers losses in excess of \$200,000, at which point we are obligated to indemnify Consona only for such losses in excess of \$200,000 (except in the event of a breach of the sufficiency of purchased assets representation, in which case we will not be obligated to indemnify Consona for any breach of such representation until the aggregate amount of such claims exceeds \$50,000, but we are then obligated to indemnify Consona for the full amount of such losses), subject to limitations set forth below. In addition, our liability for any claim for indemnification brought by Consona based upon a breach of a representation or warranty is limited to \$2,000,000. Claims for (i) fraud or intentional misrepresentation, (ii) breaches of agreements and covenants and (iii) liabilities excluded by Consona under the Asset Purchase Agreement, are not subject to the limitations on indemnification set forth above, and Consona may proceed directly against us for any such claims.

After closing of the Asset Sale, Consona has agreed to indemnify and hold us and our affiliates harmless from any loss arising out of (i) any breach of representations and warranties by Consona, (ii) breaches by Consona of any covenants or agreements made or to be performed by it under the Asset Purchase Agreement, (iii) any liability assumed by Consona under the Asset Purchase Agreement, or (iv) any liabilities of Consona with respect to, or arising out of, the employment by Consona or the termination of employment by Consona of any employees being transferred from us to Consona in connection with the Asset Sale. In general, Consona is not obligated to make us whole for any losses arising out of a breach of Consona's representations and warranties until we suffer losses in excess of \$200,000, at which point Consona is obligated to indemnify us only for such losses in excess of \$200,000, subject to limitations set forth below. In addition, Consona's liability for any claim for indemnification brought by us based upon a breach of a representation or warranty by Consona is limited to \$2,000,000. Claims for (i) fraud or intentional misrepresentation, and (ii) breaches of agreements and covenants, are not subject to the limitations on indemnification set forth above, and we may proceed directly against Consona for any such claims.

Covenants and Agreements

Under the Asset Purchase Agreement, we have agreed to abide by certain customary covenants prior to the closing of the Asset Sale or the earlier termination of the Asset Purchase Agreement. Among others, these covenants include an agreement to not take any of the following actions related to the Enterprise Business without the written consent of Consona:

declare or pay any non-cash dividend of any of the assets being sold to Consona or make any other non-cash payment or distribution of such assets in respect of our capital stock or other equity interests, or directly or indirectly redeem, purchase or otherwise acquire any of our capital stock or other equity interests in exchange for such assets;

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license any of the intellectual property being purchased by Consona to any third party except for non-exclusive, object code only, end-user licenses granted to customers in the ordinary course of business consistent with past practices;

except in the ordinary course of business (i) terminate, materially extend, materially modify or assign any contract being assigned to Consona (or enter into any new agreement of such type); (ii) fail to perform, in the ordinary course of business consistent with past practice, our obligations under all such contracts and other obligations to be included as part of the purchased assets and assumed liabilities or (iii) grant any release or relinquishment of any material rights under any such contract;

except for obligations under contracts entered in the ordinary course of business consistent with past practice, incur or assume any liabilities, obligations or indebtedness for borrowed money that would (i) constitute an assumed liability for purposes of the Asset Purchase Agreement, or (ii) otherwise encumber or materially and adversely affect the assets being acquired by Consona (other than certain permitted encumbrances or excluded liabilities under the Asset Purchase Agreement);

pay any bonus or make any cash incentive payment or similar payment to, or increase the amount of the wages, salary, commissions, benefits, equity compensation or other compensation or remuneration payable to, or accelerate any benefits available to, any of our employees exclusively working in the Enterprise Business other than in the ordinary course of business consistent with past practice as applicable to all of our employees or in accordance with existing employee benefit plans; provided, that, in either case, we shall not, and shall cause our affiliates not to, increase any Enterprise Business employee's base salary;

adopt or amend any employee benefit plan in a manner primarily affecting the Enterprise Business employees, except as required by law, or enter into or amend any employment agreement with any such Enterprise Business employees;

engage in or offer to make any material acquisition of assets that would be considered purchased assets under the Asset Purchase Agreement, by means of a merger, consolidation or otherwise;

sell, lease, encumber or otherwise dispose of the assets being purchased by Consona under the Asset Purchase Agreement outside the ordinary course of business consistent with past practices, and in any event, involving a transaction value in excess of \$25,000 individually or \$50,000 in the aggregate, other than in connection with a sale of our entire company effected in accordance with the Asset Purchase Agreement;

except for borrowings under our existing credit facilities in the ordinary course of business, incur, create, assume or otherwise become liable for, or prepay, any indebtedness (including the issuance of any debt security), or enter into any off-balance sheet arrangement, that would be an assumed liability under the Asset Purchase Agreement;

make any capital expenditures or commitments therefor relating exclusively to the Enterprise Business in an amount in excess of \$100,000 in the aggregate;

issue or agree to issue any refunds, credits, allowances or other concessions with customers with respect to amounts collected by or owed to us or any of our subsidiaries in respect of the sale of the products being sold to Consona pursuant to the Asset Purchase Agreement;

reduce our current levels of sales and marketing expenditures for the Enterprise Business;

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fail to pay suppliers, vendors and creditors of the Enterprise Business in the ordinary course of business consistent with past practice;

fail to maintain our current or substantially similar insurance on the assets being purchased by Consona pursuant to the Asset Purchase Agreement; or

make any material change in the accounting methods or practices followed in respect of the Enterprise Business, except as required by law, generally accepted accounting principles or any governmental body.

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No Negotiation or Solicitation of Competing Transaction

The Asset Purchase Agreement provides that, except as specifically provided for in the Asset Purchase Agreement, we will not (and we will cause our employees, officers, directors and agents not to):

solicit, initiate, entertain or encourage the submission of any proposal or offer from any third party relating to a competing transaction (as described below);

participate in any discussions or negotiations regarding, furnish any non-public information with respect to, assist or participate in, or knowingly facilitate in any other manner any effort or attempt by any third party to do or seek any of the foregoing with respect to a competing transaction;

withdraw or modify the recommendation of our board of directors in favor of the Asset Sale; or

enter into any agreement in principle, letter of intent, term sheet or other similar instrument relating to a competing transaction. However, prior to the receipt of stockholder approval of the Asset Sale and Asset Purchase Agreement, in response to a bona fide written proposal for a competing transaction made after the date of the Asset Purchase Agreement that was not solicited by us or any of our subsidiaries, if our board of directors determines in good faith after consultation with outside legal counsel and its financial advisor, that (A) such proposal for a competing transaction is, or is reasonably likely to lead to, a superior proposal (as described below), and (B) failing to take any such action would be inconsistent with the fiduciary duties of our board of directors, we, our subsidiaries and our respective employees, officers and agents may provide any non-public information regarding us or any of our subsidiaries to the third party making such proposal for a competing transaction or engage in any negotiations or substantive discussions with such third party regarding such proposal for a competing transaction. We have further agreed that, prior to our board of directors making any determination with respect to a change of their recommendation in favor of the Asset Purchase, we shall consult with Consona and provide it a reasonable opportunity, not less than three business days, to amend the terms of the Asset Purchase Agreement in response to such competing proposal. Provided that we have complied with the foregoing provisions and that a superior proposal has been made and not withdrawn and continues to be a superior proposal notwithstanding any modification by Consona of the terms of the Asset Purchase Agreement, our board of directors, to the extent the failure to do so would be inconsistent with the fiduciary duties of our board of directors, as determined in good faith by a majority of the members thereof, may (x) withdraw or modify its approval or recommendation of the Asset Purchase Agreement, (y) approve or recommend any superior proposal, or (z) after first terminating the Asset Purchase Agreement pursuant to and in full compliance with the provisions of the Asset Purchase Agreement (including the payment of the termination fee described below), cause us to enter into a definitive agreement with respect to such superior proposal.

The term **competing transaction** means the direct or indirect acquisition of all or substantially all of the assets of the Enterprise Business or a material portion of the assets to be sold pursuant to the Asset Purchase Agreement, other than in connection with (x) a merger or consolidation in which we would not be the surviving entity, (y) a purchase of all of our outstanding capital stock, or (z) an acquisition of the Enterprise Business, together with all or substantially all of our remaining assets (which shall include, for avoidance of doubt, the sale of all of our remaining business lines, and not merely the Enterprise Business).

The term **superior proposal** means a bona fide, unsolicited proposal for a competing transaction or a sale of our entire company that the Board determines in good faith after (i) consultation with outside legal counsel and its financial advisor and (ii) taking into account all of the terms and conditions of the proposal for a competing transaction and the Asset Purchase Agreement is more favorable than the transactions contemplated by the Asset Purchase Agreement. If we enter into an agreement with any third party with respect to a superior proposal, we will be required to pay the termination fee of \$600,000. See **The Asset Purchase Agreement Termination Fee** beginning on page 47.

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Employee Matters

On or before May 10, 2009, Consona shall have the option to offer employment to each of our employees that is exclusively engaged in the Enterprise Business or that is otherwise identified by us to Consona on the confidential disclosure schedule to the Asset Purchase Agreement (each a Business Employee) contingent upon the closing of the Asset Sale. We have agreed to use our commercially reasonable efforts to cooperate with Consona in its recruitment of the Business Employees, including allowing and facilitating interviews and providing access to personnel files of the Business Employees. Any Business Employee who accepts Consona's offer of employment and commences employment with Consona shall be referred to, individually, as a Transferred Employee and, collectively, as the Transferred Employees. Consona shall in no way be obligated to continue to employ any Transferred Employee for any specific period of time, except to the extent otherwise agreed to in writing by Consona and any Transferred Employee after the closing.

Except as otherwise provided in the Asset Purchase Agreement, we shall be solely responsible for all liabilities arising out of or resulting from the employee benefit plans whether incurred before, on or after the closing date. In addition, we have agreed to terminate, waive and release our rights under any covenants regarding non-competition, and conflicting obligations with respect to the Enterprise Business with the Business Employees who become Transferred Employees. We shall be solely respons