

named as defendants Borland and the members of the Company's Board of Directors, consisting of John Olsen, William Hooper, T. Michael Nevens, Tod Nielsen, Robert Tarkoff, Bryan LeBlanc, Charles Kane (the "Individual Defendants"), as well as Micro Focus International plc, Micro Focus (US), Inc., and Bentley Merger Sub, Inc. (collectively, "Defendants"). The Original Petition sought relief based on allegations that the Merger constitutes a breach of the fiduciary duties owed to the Company's shareholders by the Individual Defendants and included allegations that the Company and Micro Focus aided and abetted those breaches of fiduciary duties. The Original Petition sought class certification, damages, and certain forms of equitable relief, including injunction of the Merger.

On June 3, 2009, Borland filed with the SEC a Preliminary Proxy Statement on Schedule 14A. The Preliminary Proxy Statement disclosed certain information concerning the Merger. The next day, on June 4, 2009, Plaintiffs filed an Amended Petition. The Amended Petition asserted all of the claims asserted in the Original Petition, and added allegations that the Individual Defendants had breached their fiduciary duties to the Company's shareholders by failing to disclose in the Preliminary Proxy Statement certain information concerning the Merger.

On June 17, 2009, Borland and Micro Focus agreed to amend the Merger Agreement to increase the merger consideration from \$1.00 per share to \$1.15 per share. That same day, Borland filed with the SEC a Definitive Proxy Statement on Schedule 14A. The Definitive Proxy Statement disclosed certain information concerning the Merger.

On or about June 24, 2009, Plaintiffs made a formal written demand to Defendants wherein, *inter alia*, Plaintiffs alleged deficiencies and omissions to the Preliminary Proxy Statement and sought supplemental disclosures thereto. Several days later, on June 30, 2009, Borland and Micro Focus agreed to amend the Merger Agreement to increase the merger consideration from \$1.15 per share to \$1.50 per share.

On July 15, 2009, after arm's length negotiations, the parties reached an agreement-in-principle to settle the Action as set forth in a Memorandum of Understanding executed on July 17, 2009. The settlement provided for certain supplemental disclosures concerning the Merger as described herein. Although the Defendants disputed that the disclosures in the Preliminary and Definitive Proxy Statements were inadequate, Borland and the Individual Defendants agreed to and did supplement those disclosures by filing with the SEC on July 17, 2009 a Form 8-K, which contained additional information about the Merger (the "July 17 Form 8-K").

On July 22, 2009, Borland shareholders voted to approve the Merger, and the information contained in the July 17 Form 8-K was available to the Borland shareholders at that time. Thereafter, on July 27, 2009, the Merger was consummated.

The Definition of the Settlement Class

In a class action, one or more plaintiffs sue on behalf of people who have similar claims. All those with similar claims are, collectively, a Class and, individually, Class Members. Bringing a case, such as this one, as a class action allows adjudication of many similar claims of persons and entities that might be economically too small to bring in individual actions.

Solely for purposes of effectuating the Settlement, the Court has preliminarily certified a non-opt-out Class consisting of all holders of Borland common stock (including, without limitation, beneficial holders and holders of record) that held Borland common stock at any time during the period from and including May 6, 2009 through July 27, 2009, the date of consummation of the Merger.

If you fit within this definition, you will be considered a member of the Settlement Class and, if the Court decides at the Final Hearing to approve the Settlement, you will be bound by the Settlement.

The Settlement Class Representatives and Class Counsel

Solely for purposes of effectuating the Settlement, the Court has appointed the Plaintiffs as the representative of the Settlement Class (the "Class Representative") and the Plaintiffs' attorneys as the attorneys for the Class (the "Class Counsel"). Unless you object to the Settlement (see below), they will appear on your behalf at the Final Hearing.

Summary of the Settlement

In consideration for the Settlement and dismissal with prejudice of the Action and releases provided herein, Defendants agreed to provide, and did provide, the additional disclosures contained in the July 17 Form 8-K. Among other issues, the July 17 Form 8-K disclosed additional information concerning the analyses performed by J.P. Morgan concerning whether the Merger was fair to Borland's shareholders from a financial point of view.

Subject to Court approval of the Settlement, and in consideration for the benefits provided by the Settlement, the Action shall be dismissed with prejudice, and the following claims shall be released: any and all claims, actions, allegations, demands, rights, liabilities, and causes of action of every nature and description whatsoever,

including but not limited to class, derivative or individual or other claims for negligence, gross negligence, recklessness, breach of duty of care, breach of duty of loyalty, breach of duty of candor, breach of fiduciary duty, fraud, misrepresentation, mismanagement, breach of contract, violations of any state or federal statutes, rules or regulations, including claims that were not known to exist at the time of the release (the Settlement Class Members will be deemed to have waived any rights under California Civil Code §1542 and any other similar statute), arising under federal or state law, any misstatement or omission, any breach of duty, any negligence, fraud or any other alleged wrongdoing or misconduct relating in any way to the Merger, the Preliminary Proxy Statement, the Definitive Proxy Statement, the July 17 Form 8-K, the fiduciary and other duties owed by Defendants or by any other Borland shareholder to Borland or to the shareholders of Borland, and any other claim (other than claims for appraisal) related in any way to any of the foregoing, which were asserted or that could have been asserted in the Action or in an action in any other forum, by the Plaintiffs or any Settlement Class Member against any of Borland's or Micro Focus' directors, managing directors, officers, employees, partners, members, principals, agents, distributors, customers, consultants, underwriters, insurers, co-insurers, reinsurers, controlling shareholders, attorneys, accountants, auditors, banks or investment bankers, advisors, personal or legal representatives, predecessors, successors, parents, subsidiaries, divisions, affiliates, joint ventures, assigns, spouses, heirs, associates, related or affiliated entities, any entity in which Borland, Micro Focus or an Individual Defendant has a controlling interest, any member of an Individual Defendant's immediate family, or any trust of which any Individual Defendant is the settlor or which is for the benefit of any Individual Defendant and/or member(s) of his family (the "Released Claims"). Released Claims does not mean or include any claims to enforce the Settlement, or any claims by Borland shareholders for appraisal pursuant to Section 262 of the Delaware General Corporation Law.

The Reasons for the Settlement

The principal reason for the settlement was to provide an immediate benefit to the Class in the form of enhanced disclosure. This benefit must be compared to the risk that no relief whatsoever would have been achieved had the Action been litigated, even through a contested trial and likely appeals, possibly years into the future.

Plaintiffs, through Class Counsel, have completed an extensive investigation of the claims and allegations asserted in the Action, as well as the underlying events and transactions relevant to the Action, and has conducted legal research concerning the validity of such claims. While the Class Counsel were prepared to proceed with Action, they recognized that litigation is a risky proposition and that the Plaintiffs and the Settlement Class might not have prevailed on any of their claims. The claims advanced by the Plaintiff on behalf of the Settlement Class involve numerous complex legal and financial issues, requiring extensive expert testimony, which would add considerably to the expense and duration of the Action. Even after extensive investigation, questions remain regarding whether the Defendants could be found liable at all and, even if they were, whether any damages could be proven.

The Defendants have denied and continue to deny that they are liable as alleged in this Action. Indeed, the Defendants maintain that the claims asserted against them in the Action lack merit. The Defendants agreed to the Settlement solely to eliminate the uncertainties, burden, and expenses of further litigation. The Defendants have concluded that it is desirable and beneficial to them that the Action and any Released Claims (as defined herein) be fully and finally settled on the terms and conditions set forth herein.

The Request for an Award of Attorneys' Fees and Reimbursement of Expenses

Class Counsel have asked the Court to award them, for their efforts in achieving the benefits of the Settlement, \$250,000 in attorney's fees and reimbursement of expenses. If awarded by the Court, these would be paid by Borland. The Defendants do not oppose this request.

Class Counsel have expended considerable time and effort in the prosecution of this Action on a contingent fee basis, and have advanced the expenses of litigation with the expectation that, if they were successful in obtaining relief for the Settlement Class, they would receive fees and be reimbursed for their expenses.

Class Counsel also have asked the Court for an incentive award of up to \$1,000 for each of the individual Plaintiffs in connection with bringing the Action, subject to Court approval, with such amount to be paid by Borland. The Defendants do not oppose this request.

The Settlement Hearing

On June 16, 2010 at 2:00 p.m., at the Travis County Courthouse, 1000 Guadalupe, 3rd Floor, Austin, Texas 78701, the Court will hold the Final Hearing, during which the Court (a) will determine whether to approve the Settlement as fair, reasonable and adequate and in the best interests of the Settlement Class; (b) will determine whether the conditional certification of the Settlement Class should, for purposes of the Settlement, be made permanent; and (c) will rule on such other matters as the Court may deem appropriate.

The Court has reserved the right to adjourn the Final Hearing or any adjournment thereof, including the consideration of the application for attorneys' fees, without further notice of any kind other than oral announcement at the Final Hearing or any subsequently scheduled hearing date. The Court has also reserved the right to approve the Settlement at or after the Final Hearing with such modification(s) as may be consented to by the Class Representative, the Class Counsel and Defendants, without further notice to the Settlement Class.

Right to Object to the Settlement

Any member of the Settlement Class who wishes to object to the Settlement of the Action, the adequacy of representation by the Class Representatives or Class Counsel or the application of Class Counsel for an award of attorneys' fees and reimbursement of expenses, shall have a right to appear and be heard at the Final Hearing, provided that the Settlement Class Member complies with the requirements set forth in this paragraph. Any member of the Settlement Class may enter an appearance through counsel of his own choosing and at his own expense or may appear on his own. However, no member of the Settlement Class shall be heard at the Final Hearing, either through counsel or on his own, unless, no later than forty-five (45) days following the Notice Date set forth on the first page of this Notice, he has filed with the Court and mailed to the attorneys identified below a written notice of objection (a "Notice of Objection") setting forth the grounds for the objection, along with proof that he is a member of the Class. Only members of the Class who have filed and mailed valid and timely Notices of Objection will be entitled to raise objections at the Final Hearing. Any Notice of Objection should be filed with the Court at the following address:

Clerk of the Court
District Court, 201st Judicial District, Travis County, Texas
1000 Guadalupe, 3rd Floor,
Austin, TX 78701

In addition, any notice of objection should be mailed to:

Juan E. Monteverde
Levi & Korsinsky LLP
30 Broad Street - 15th Floor
New York, NY 10004

David J. Berger
Ignacio E. Salceda
Wilson Sonsini Goodrich & Rosati PC
650 Page Mill Road
Palo Alto, CA 94304

Willie Briscoe
The Briscoe Law Firm PLLC
117 Preston Road, Suite 300
Dallas, TX 75225

Clayton Basser-Wall
Wilson Sonsini Goodrich & Rosati PC
900 South Capital of Texas Highway
Las Cimas IV, Fifth Floor
Austin, TX 78746

James A. Lico
Kirkland & Ellis, LLP
555 California Street
San Francisco, CA 94104

Any person who fails to object in the manner described above shall be deemed to have waived the right to object (including any right of appeal) and shall be forever barred from raising such objection in this or any other action or proceeding, unless the Court orders otherwise.

You Are Not Required to Do Anything

If you do not wish to object to the Settlement of the Action, the adequacy of representation by the Class Representatives or Class Counsel and the application of Class Counsel for an award of attorneys' fees and reimbursement of expenses, you do not need to do anything. You will automatically be covered by the ruling that the Court enters at the Final Hearing.

Notice to Persons or Entities that Held Ownership on Behalf of Others

Brokerage firms, banks and/or other persons or entities who held shares of the common stock of Borland during the period from and including May 6, 2009 through and July 27, 2009, for the benefit of others are directed promptly to send this Notice to all of their respective beneficial owners. If additional copies of the Notice are needed for forwarding to such beneficial owners, any requests for such copies may be made to:

Borland Software Corp. Securities Litigation
c/o Gilardi & Co. LLC
P.O. Box 808061
Petaluma, CA 94975 - 8061
www.gilardi.com
1-877-345-3703

Further Information

This Notice does not purport to be a comprehensive description of the Action, the terms and conditions of the Settlement or the Final Hearing. Further information regarding the Action and this Settlement may be obtained by contacting Class Counsel: Juan E. Monteverde, Levi & Korsinsky, LLP, 30 Broad Street – 15th Floor, New York, NY 10004, (212) 363-7500.

The terms of the settlement are set forth in a written agreement (the “Stipulation of Settlement”). If you would like to review the Stipulation of Settlement, you may obtain a copy from Mr. Monteverde.

**DO NOT TELEPHONE THE COURT, THE CLERK’S OFFICE, COUNSEL FOR BORLAND OR THE
INDIVIDUAL DEFENDANTS, OR ANY REPRESENTATIVE OF BORLAND OR MICRO FOCUS REGARDING
THIS NOTICE.**

Borland Software Corp. Securities Litigation
c/o Gilardi & Co. LLC
P.O. Box 808061
Petaluma, CA 94975 - 8061

Important Legal Document.

BORLAND