

Motorola Solutions, Inc.
Form 4
February 11, 2015

FORM 4

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

OMB APPROVAL

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STATEMENT OF CHANGES IN BENEFICIAL OWNERSHIP OF SECURITIES

Filed pursuant to Section 16(a) of the Securities Exchange Act of 1934, Section 17(a) of the Public Utility Holding Company Act of 1935 or Section 30(h) of the Investment Company Act of 1940

(Print or Type Responses)

1. Name and Address of Reporting Person *
BROWN GREGORY Q

(Last) (First) (Middle)

**MOTOROLA SOLUTIONS,
INC., 1303 E. ALGONQUIN ROAD**

(Street)

SCHAUMBURG, IL 60196

(City) (State) (Zip)

2. Issuer Name and Ticker or Trading Symbol
Motorola Solutions, Inc. [MSI]

3. Date of Earliest Transaction
(Month/Day/Year)
02/09/2015

4. If Amendment, Date Original Filed(Month/Day/Year)

5. Relationship of Reporting Person(s) to Issuer

(Check all applicable)

Director 10% Owner
 Officer (give title below) Other (specify below)
Chairman and CEO

6. Individual or Joint/Group Filing(Check Applicable Line)
 Form filed by One Reporting Person
 Form filed by More than One Reporting Person

Table I - Non-Derivative Securities Acquired, Disposed of, or Beneficially Owned

| 1. Title of Security (Instr. 3) | 2. Transaction Date (Month/Day/Year) | 2A. Deemed Execution Date, if any (Month/Day/Year) | 3. Transaction Code (Instr. 8) | 4. Securities Acquired (A) or Disposed of (D) (Instr. 3, 4 and 5) | 5. Amount of Securities Beneficially Owned Following Reported Transaction(s) (Instr. 3 and 4) | 6. Ownership Form: Direct (D) or Indirect (I) (Instr. 4) | 7. Nature of Indirect Beneficial Ownership (Instr. 4) |
|---|--------------------------------------|--|--------------------------------|---|---|--|---|
| | | | Code | V | Amount | (D) | Price |
| Motorola Solutions, Inc. - Common Stock | 02/09/2015 | | M ⁽¹⁾ | | 95,235 | A | \$ 64.98 |
| | | | | | | | 209,955.4431 ⁽⁵⁾ |
| Motorola Solutions, Inc. - Common Stock | 02/09/2015 | | S ⁽¹⁾ | | 76,149 | D | \$ 67.6464 ⁽²⁾ |
| | | | | | | | 133,806.4431 ⁽⁵⁾ |
| Motorola Solutions, | 02/09/2015 | | S ⁽¹⁾ | | 10,600 | D | \$ 68.4558 ⁽⁵⁾ |
| | | | | | | | 123,206.4431 ⁽⁵⁾ |

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| | | | | | | | | |
|---|------------|-------------|-------|---|-----------------------------|----------------------------|---|---|
| Inc. - Common Stock | | | | | <u>(3)</u> | | | |
| Motorola Solutions, Inc. - Common Stock | 02/09/2015 | <u>S(1)</u> | 8,486 | D | \$ 69,7024 <u>(4)</u> | 114,720.4431 <u>(5)</u> | D | |
| Motorola Solutions, Inc. - Common Stock | | | | | | 81,000 <u>(6)</u> | I | By Trust |
| Motorola Solutions, Inc. - Common Stock | | | | | | 78,780 <u>(7)</u> | I | By Trust |
| Motorola Solutions, Inc. - Common Stock | | | | | | 2,220 | I | Held by wife |
| Motorola Solutions, Inc. - Common Stock | | | | | | 116,133 | I | 2013 Grantor Retained Annuity Trust, reporting person is Trustee |
| Motorola Solutions, Inc. - Common Stock | | | | | | 165,968 | I | 2014 Grantor Retained Annuity Trust, reporting person is Trustee |

Reminder: Report on a separate line for each class of securities beneficially owned directly or indirectly.

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Table II - Derivative Securities Acquired, Disposed of, or Beneficially Owned
(e.g., puts, calls, warrants, options, convertible securities)

| 1. Title of Derivative Security (Instr. 3) | 2. Conversion or Exercise Price of Derivative Security | 3. Transaction Date (Month/Day/Year) | 3A. Deemed Execution Date, if any (Month/Day/Year) | 4. Transaction Code (Instr. 8) | 5. Number of Derivative Securities Acquired (A) or Disposed of (D) (Instr. 3, 4, and 5) | 6. Date Exercisable and Expiration Date (Month/Day/Year) | 7. Title and Amount of Underlying Securities (Instr. 3 and 4) |
|--|--|--------------------------------------|--|--------------------------------|---|--|---|
| | | | | Code | V (A) (D) | Date Exercisable Expiration Date | Title Amount or Number of Shares |
| Employee Stock Option (Right to Buy) | \$ 64.98 (8) | 02/09/2015 | | M(1) | 95,235 (8) | (9) 05/03/2015 | Motorola Solutions, Inc. - Common Stock 95,235 (8) |

Reporting Owners

| Reporting Owner Name / Address | Relationships | | | |
|---|---------------|-----------|------------------|-------|
| | Director | 10% Owner | Officer | Other |
| BROWN GREGORY Q MOTOROLA SOLUTIONS, INC. 1303 E. ALGONQUIN ROAD SCHAUMBURG, IL 60196 | X | | Chairman and CEO | |

Signatures

Kristin L. Kruska, on behalf of Gregory Q. Brown, Chairman and Chief Executive Officer
(Power of Attorney on File)

02/11/2015

__Signature of Reporting Person

Date

Explanation of Responses:

- * If the form is filed by more than one reporting person, see Instruction 4(b)(v).
- ** Intentional misstatements or omissions of facts constitute Federal Criminal Violations. See 18 U.S.C. 1001 and 15 U.S.C. 78ff(a).
- (1) The exercise of options and sale of shares reported in this Form 4 were effected pursuant to a Rule 10b5-1 trading plan adopted by the Reporting Person on August 5, 2014.
- (2) \$67.6464 is the weighted average sales price. These shares were sold in multiple transactions at prices ranging from \$67.045 to \$67.995, inclusive. The Reporting Person undertakes to provide upon request by the Commission staff, the issuer or a security holder of the issuer, full information regarding the number of shares sold at each separate price within the ranges set forth in footnotes (2), (3) and (4) to this Form 4.
- (3) \$68.4558 is the weighted average sales price. These shares were sold in multiple transactions at prices ranging from \$68.00 to \$68.83, inclusive.
- (4) \$69.7024 is the weighted average price. These shares were sold in multiple transactions at prices ranging from \$69.06 to \$70.00, inclusive.
- (5) Includes shares acquired through the reinvestment of dividends and dividend equivalent rights credited to the reporting person when and as dividends were paid on Motorola Solutions, Inc. common stock.

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- (6) These shares are held in an irrevocable trust for the benefit of the reporting person's wife and children. The reporting person's wife is trustee of this trust.
- (7) These shares are held in an irrevocable trust for the benefit of the reporting person's children. The reporting person is trustee of this trust.
This option was originally reported as covering 400,000 shares in total at an exercise price of \$15.47 per share, but was adjusted to reflect
- (8) the dividend of all outstanding shares of Motorola Mobility Holdings, Inc. to shareholders and the 1-for-7 reverse stock split that occurred on January 4, 2011.
- (9) These options vested in four equal annual installments beginning on May 3, 2006.

Note: File three copies of this Form, one of which must be manually signed. If space is insufficient, see Instruction 6 for procedure. Potential persons who are to respond to the collection of information contained in this form are not required to respond unless the form displays a currently valid OMB number. mily:Times New Roman" SIZE="2">

Termination
without cause, for
good reason
or upon
notice of non-
renewal For cause or
without good
reason⁽¹⁾ Liquidity event
and change
of control⁽²⁾ Disability Death

Base salary

1,750,000⁽³⁾

Annual bonus

1,000,000⁽⁴⁾ 4,000,000⁽⁵⁾ 4,000,000⁽⁵⁾

Stock options

2,878,123⁽⁶⁾ 5,756,248⁽⁷⁾ 2,878,123⁽⁶⁾ 2,878,123⁽⁶⁾

Health and welfare benefits

3,374⁽⁸⁾

Tax gross up payment

4,482,826⁽⁹⁾

Disability benefits

Life insurance proceeds

Total

10,114,323 5,756,248 6,878,123 6,878,123

- (1) In the event that Mr. Stone's employment is terminated for cause or without good reason, he will be entitled to unpaid base salary through the date of the termination, payment of any annual bonus earned with respect to a completed fiscal year of SS&C that is unpaid as of the date of termination and any benefits due to him under any employee benefit plan, policy, program, arrangement or agreement.

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- (2) Liquidity event is defined in Mr. Stone's option agreements governing options granted under our 2006 Equity Incentive Plan. Time-based stock options granted under our 2006 Equity Incentive Plan will become fully vested and exercisable immediately prior to the effective date of a liquidity event. Change of control is defined in Mr. Stone's option agreements governing options granted under our 2008 Stock Incentive Plan. Stock options granted under our 2008 Stock Incentive Plan will become fully vested and exercisable immediately prior to the effective date of a change of control.
- (3) Consists of 200% of 2013 base salary payable promptly upon termination.
- (4) Consists of 200% of \$500,000, the minimum annual bonus specified for Mr. Stone in his employment agreement.
- (5) Consists of a cash payment equal to the amount of Mr. Stone's annual bonus for 2013, payable within 60 business days of termination.
- (6) Vesting acceleration with respect to unvested options to purchase an aggregate of 194,740 shares of our common stock, which is equal to 50% of all unvested options held by Mr. Stone on December 31, 2013, calculated based on the difference between the respective exercise price of the options and \$44.26 (the closing price of our common stock on The NASDAQ Global Select Market on December 31, 2013).
- (7) Vesting acceleration with respect to unvested options to purchase an aggregate of 389,481 shares of our common stock, which is equal to 100% of all unvested options held by Mr. Stone on December 31, 2013, calculated based on the difference between the respective exercise price of the options and \$44.26 (the closing price of our common stock on The NASDAQ Global Select Market on December 31, 2013).
- (8) Represents three years of coverage under SS&C's dental benefit plan.
- (9) In the event that the severance and other benefits provided for in Mr. Stone's employment agreement or otherwise payable to him in connection with a change in control constitute parachute payments within the meaning of Section 280G of the Internal Revenue Code and will be subject to the excise tax imposed by Section 4999 of the Internal Revenue Code, then Mr. Stone will receive (a) a payment from us sufficient to pay such excise tax, and (b) an additional payment from us sufficient to pay the excise tax and U.S. federal and state income taxes arising from the payments made by us to Mr. Stone pursuant to this sentence.

In accordance with Mr. Stone's employment agreement, none of the severance payments described above will be paid during the six-month period following his termination of employment unless we determine, in our good faith judgment, that paying such amounts at the time or times indicated above would not cause him to incur an additional tax under Section 409A of the Internal Revenue Code (in which case such amounts will be paid at the time or times indicated above). If the payment of any amounts are delayed as a result of the previous sentence, on the first day following the end of the six-month period, we will pay Mr. Stone a lump-sum amount equal to the cumulative amounts that would have otherwise been previously paid to him under his employment agreement. Thereafter, payments will resume in accordance with the above table.

Other named executive officers

Other than Mr. Stone, none of our executive officers has any arrangement that provides for severance payments. Time-based stock options granted under our 2006 Equity Incentive Plan will

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become fully vested and exercisable immediately prior to the effective date of a liquidity event. Stock options granted under our 2008 Stock Incentive Plan will become fully vested and exercisable immediately prior to the effective date of a change of control.

As of December 31, 2013, Messrs. Boulanger, Kanwar, Pedonti and Igoe held the following unvested stock options that would have become fully vested upon a liquidity event or change of control, as applicable.

| Name | Number of shares underlying unvested options (#) | Value of unvested options (\$)⁽¹⁾ |
|----------------------|---|---|
| Patrick J. Pedonti | 141,824 | 2,135,353 |
| Normand A. Boulanger | 202,502 | 3,116,091 |
| Rahul Kanwar | 175,262 | 2,745,905 |
| Paul G. Igoe | 95,000 | 1,654,450 |

- (1) The value of unvested options was calculated by multiplying the number of shares underlying unvested options by \$44.26 (the closing price of our common stock as reported on The NASDAQ Global Select Market on December 31, 2013) and then deducting the aggregate exercise price for these options.

2013 Director Compensation

Outside directors not employed by the Company and not affiliated with Carlyle (formerly a major stockholder of the Company) receive compensation for serving as directors. Messrs. Daniels, Etherington, Michael and Varsano each receive an annual retainer fee of \$25,000, which is paid in advance on or about the date of the annual stockholders meeting (in 2013, Mr. Daniels' retainer was pro-rated to the date he was first elected as a director, October 2, 2013) and a Board meeting attendance fee of \$2,500 per meeting (if attended in person). In October 2013, our Compensation Committee approved the payment of a \$1,500 per-meeting attendance fee for members of the Audit Committee (payable for in-person and telephonic attendance). All of our directors are reimbursed for reasonable out-of-pocket expenses associated with their service on the Board. The following table contains information with respect to Mr. Daniels, Mr. Etherington, Mr. Michael and Mr. Varsano's compensation for fiscal 2013 for serving as a director and options awarded during 2013.

| Name | Fees earned or paid in Cash (\$) | Option award⁽⁴⁾ (\$) | Total (\$) |
|------------------------|---|--|-------------------|
| Michael E. Daniels | 19,167 ⁽¹⁾ | 208,445 | 227,612 |
| William A. Etherington | 35,000 ⁽²⁾ | 22,120 | 57,120 |
| Jonathan E. Michael | 27,500 ⁽³⁾ | 22,120 | 49,620 |
| David A. Varsano | 35,000 ⁽²⁾ | 22,120 | 57,120 |

- (1) Includes a pro-rated retainer of \$16,667 and \$2,500 for attending a Board meeting in person.
- (2) Includes an annual retainer of \$25,000 and \$10,000 for attending Board meetings in person.
- (3) Includes an annual retainer of \$25,000 and \$2,500 for attending a Board meeting in person.

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- (4) These directors were each granted an option to purchase 3,000 shares of our common stock on May 29, 2013 at an exercise price of \$31.67 per share, except for Mr. Daniels, who was first elected as a director on October 2, 2013 and was granted an option to purchase 21,250 shares of our common stock on November 5, 2013 at an exercise price of \$41.42 per share. All of these director stock option grants are 100% vested and exercisable on the date of grant, and expire on May 29, 2023, except for Mr. Daniels , which expires on November 5, 2023. The amount in this column reflects the aggregate grant date fair value of the option, computed in accordance with Financial Accounting Standards Board Accounting Standards Codification Topic 718. The assumptions used by us in the valuation of the option are set forth in Note 10 of the notes to our audited consolidated financial statements for the year ended December 31, 2013 included in our Annual Report on Form 10-K, filed with the SEC on February 27, 2014.

Table of Contents**PROPOSAL 3****APPROVAL OF SS&C TECHNOLOGIES HOLDINGS, INC. 2014 STOCK OPTION PLAN****Overview**

On February 27, 2014, our Board of Directors approved the adoption of the SS&C Technologies Holdings, Inc. 2014 Stock Option Plan (the 2014 Stock Plan), subject to approval by our stockholders at the 2014 annual meeting.

As of the record date, approximately 3,172,322 shares in the aggregate remain available for issuance under the 2008 Stock Incentive Plan and 2006 Equity Incentive Plan, which, based on our share usage (or burn rate) as discussed below, we estimate to be insufficient to sustain our current grant practices after 2015. Therefore, if stockholders do not approve the 2014 Stock Plan, our future ability to issue equity-based awards other than cash-settled awards will be limited, which could have significant negative consequences, and could, among other things, result in non-deductible equity compensation expense. As discussed at page 25 in our Compensation Discussion and Analysis, Section 162(m) of the Code limits the deductibility of compensation in excess of \$1 million paid by a publicly traded corporation to certain covered employees unless the compensation is performance based, which includes stock options and stock appreciation rights (SARs) granted under a shareholder-approved plan. We were not subject to Section 162(m) as a private company, and the post-initial public offering transition relief period under Section 162(m) will expire upon our 2014 annual meeting. If stockholders do not approve the 2014 Stock Plan, we will not be able to benefit from a tax deduction for certain stock options and SARs granted after the annual meeting to covered employees.

Burn Rate

Burn rate is generally calculated as (a) all stock options and non-performance share awards granted in a fiscal year divided by (b) the number of basic weighted-average common shares outstanding at the end of that fiscal year. As shown in the following table, the Company's three-year average annual burn rate for 2011 through 2013 is 2.9%, which is below the Institutional Shareholder Services burn rate threshold of 7.3% applied to our industry.

The following table sets forth information regarding awards granted and earned, the burn rate for each of the last three fiscal years and the average burn rate over the last three years.

Burn Rate Summary

| (in thousands) | FY 2011 | FY 2012 | FY 2013 | 3-Year Average |
|---|----------------|----------------|----------------|-----------------------|
| Stock options granted | 1,781 | 2,940 | 2,024 | 2,248 |
| Restricted stock awarded | | | 25 | 8 |
| Basic weighted average common shares outstanding at fiscal year end | 76,482 | 78,321 | 81,195 | 78,666 |
| Burn Rate | 2.3% | 3.8% | 2.5% | 2.9% |

Our Board believes that the 3,000,000 shares available for grant under the 2014 Stock Plan, combined with shares already available under the 2008 Stock Incentive Plan and the 2006 Equity Incentive Plan, will provide sufficient shares for equity-based compensation needs of the Company for

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approximately 5 years following the effective date of the 2014 Stock Plan, taking into account our historical grant practices, normal growth and potential acquisitions.

Our Compensation Committee recognizes that, as commonly calculated, the total potential dilution or overhang from the adoption of the 2014 Stock Plan would be 20.9%. The overhang is calculated as follows, in each case as of the record date: (x) the sum of (a) 3,000,000 shares available under the 2014 Stock Plan, (b) 11,172,920 shares underlying previously granted outstanding awards and (c) 3,172,322 shares remaining available under the 2008 Stock Incentive Plan and 2006 Equity Incentive Plan, divided by (y) 82,973,273 shares outstanding. The Company also takes into account the relevant accounting and tax impact of all potential forms of equity awards in designing our grants. We believe that the benefits to our stockholders resulting from equity award grants to our senior employees, including interest alignment and mitigation of incentives to take inappropriate business risks, outweigh the potential dilutive effect of grants under the 2014 Stock Plan. The Compensation Committee believes that paying a significant portion of annual variable compensation in the form of equity awards that vest over multiple years is an effective method of aligning the interests of employees with those of our stockholders, encouraging ownership in the Company and retaining, attracting and rewarding talented employees. See Note 11 to the Consolidated Financial Statements included in our Annual Report on Form 10-K for additional information regarding our outstanding equity-based awards.

Summary Description of the 2014 Stock Plan

The following summary of the material terms of the 2014 Stock Plan is qualified in its entirety by reference to the complete text of the 2014 Stock Plan attached as Appendix A to this proxy statement.

Types of Awards

The 2014 Stock Plan provides for the grant of incentive stock options (ISOs) intended to qualify under Section 422 of the Code, nonqualified stock options and SARs (collectively, Awards).

Number of Shares Available for Awards

Up to 3,000,000 shares of common stock may be issued for Awards, subject to adjustment in the event of stock splits and similar events. The Company may also continue to make grants under the 2008 Stock Incentive Plan and the 2006 Equity Incentive Plan pursuant to the terms of such plans. Up to 3,000,000 shares of common stock may be issued as ISOs under the 2014 Stock Plan. If any Award expires, terminates or is otherwise surrendered, cancelled, or forfeited, the unused shares of common stock covered by such Award will again be available for grant, subject, however, in the case of ISOs, to any limitations under the Code. Shares of common stock delivered to the Company by a participant in payment of an Award's exercise or reference price, or to satisfy tax withholding obligations (including shares retained from the Award creating the tax obligation) will not be added back to the number of shares available for grant.

Incentive Stock Options and Nonqualified Stock Options. An option is the right to purchase a specified number of shares of common stock at a specified exercise price, subject to other terms and conditions as are specified in connection with the option grant. Options may not be granted at an exercise price which is less than the fair market value of the common stock on the grant date (or, if the Board approves the grant of an option with an effective date that is a specified future date, the fair market value of the common stock on such future effective date). Options may not be repriced without

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stockholder approval, may not be granted with dividend equivalents and may not contain any automatic grant or reload features. Options may not be granted for a term in excess of ten years. The exercise price of options may be paid by: (i) payment by cash, check or in connection with a cashless exercise through a broker, (ii) delivery to the Company of shares of common stock, (iii) delivery to the Company of a notice of net exercise, (iv) other lawful consideration as determined by the Board, or (v) any combination of these forms of payment.

Stock Appreciation Rights. A SAR entitles the holder, upon exercise, to receive an amount of common stock, cash or a combination thereof (as determined by the Board) determined in whole or in part by reference to appreciation, from and after the grant date, in the fair market value of a share of common stock over the reference price established by the Board and specified in the applicable Award Agreement. Each SAR shall be exercisable at such times and subject to such terms and conditions as the Board may specify in the applicable Award Agreement, and is subject to the same minimum reference price, duration, repricing and no reload provisions as described above for options.

Minimum Vesting Requirements

Awards granted to participants that (1) vest solely based on the passage of time shall not vest in full over less than three years from the grant date (and may vest in monthly, quarterly or pro rata installments) and (2) do not vest solely based on the passage of time shall not vest prior to the first anniversary of the grant date, provided that such minimum vesting shall not apply to Awards granted (1) in lieu of salary, bonus or other compensation otherwise earned by or payable to the participant or (2) as a material inducement to a person or persons being hired by the Company or any Company affiliate.

Transferability of Awards

Except as the Board may otherwise permit with respect to certain transfers in accordance with limitations specified in the 2014 Stock Plan, Awards may not be sold, assigned, transferred, pledged or otherwise encumbered by the person to whom they are granted, either voluntarily or by operation of law, except by will or the laws of descent and distribution or other limited circumstances.

Eligibility to Receive Awards

Employees, officers and consultants and advisors of the Company, its parent and subsidiary corporations and other business ventures in which the Company has a controlling interest are eligible to be granted Awards. However, in accordance with present law, ISOs may only be granted to employees of the Company. Non-employee directors of the Company are not eligible to receive Awards. The maximum number of shares with respect to which Awards may be granted to any participant is 500,000 shares per calendar year.

Administration

The 2014 Stock Plan will be administered by the Compensation Committee of the Board pursuant to authority delegated to it by the Board and as set forth in the Compensation Committee Charter. Pursuant to this delegation, the Compensation Committee has the authority to adopt, amend and repeal the administrative rules, guidelines and practices relating to the 2014 Stock Plan and to construe and interpret the provisions of the 2014 Stock Plan and any Award Agreements entered into under the 2014 Stock Plan.

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Subject to any applicable limitations, the Compensation Committee selects the recipients of Awards and determines (i) the number of shares of common stock covered by Awards and the dates upon which such Awards become exercisable, (ii) the exercise or reference price of Awards, and (iii) the duration of Awards.

Except as may otherwise be provided in an Award Agreement, if a participant terminates employment with the Company or a Company affiliate for any reason, any Award that is then (i) not vested shall terminate and be forfeited on such employment termination date, and (ii) vested shall remain exercisable for 90 days after the termination date (or if earlier, the expiration date set forth in the Award Agreement).

Subject to the terms of the 2014 Stock Plan (including those described above under the heading *Minimum Vesting Requirements*), the Compensation Committee may at any time provide that any Award will become immediately exercisable in full or in part, free of some or all restrictions or conditions, or otherwise realizable in full or in part, as the case may be.

Changes in Capitalization, Corporate Events and Change in Control Events

The Company is required to make appropriate adjustments in connection with the 2014 Stock Plan and any outstanding Awards, as determined by the Compensation Committee, to reflect stock splits, stock dividends, recapitalizations, combinations of shares, reclassifications of shares, spin-offs and other similar changes in capitalization or any dividends or distributions to holders of common stock other than an ordinary cash dividend. The Company may provide, in an Award Agreement or otherwise, for accelerated vesting or exercisability of an Award in connection with a sale or change of control of the Company.

The 2014 Stock Plan also contains provisions addressing the consequences of a Corporate Event, which is defined, in summary, as any reorganization, merger, consolidation, liquidation, dissolution or sale, transfer, exchange or other disposition of all or substantially all of the capital stock or assets of the Company, exchange of common stock or other securities of the Company, issuance of warrants or other rights to purchase common stock or other securities of the Company, the acquisition or disposition of any material assets or business or other similar corporate transaction or event (other than certain changes in capitalization). In connection with a Corporate Event, the Compensation Committee will take one or more of the following actions as to outstanding Awards: (i) provide that such Awards shall be continued, assumed, or substantially equivalent awards (as determined by the Compensation Committee in its sole discretion) shall be substituted, by the acquiring or succeeding corporation (or an affiliate thereof), (ii) upon written notice to a participant, provide that outstanding Awards shall become fully vested and exercisable within a specified period prior to such Corporate Event (contingent on the occurrence of the Corporate Event), and that any unexercised awards shall terminate upon such Corporate Event, (iii) provide that outstanding Awards shall become fully vested and exercisable upon such Corporate Event (contingent on the occurrence of the Corporate Event), (iv) settle such Awards for an amount (as determined in the sole discretion of the Compensation Committee) of cash or securities equal to the in-the-money spread value (if any) of such Awards, in exchange for the termination of such Award, (v) provide that, in connection with a dissolution or complete liquidation of the Company, Awards shall convert into the right to receive liquidation proceeds (net of the exercise or reference price thereof and any applicable tax withholdings) or (vi) any combination of the foregoing.

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In the event of a Corporate Event where Awards are settled for an amount (as determined in the sole discretion of the Compensation Committee) of cash or securities, any Award for which the exercise or reference price is equal to or exceeds the per share value of the consideration to be paid in the Corporate Event will be terminated without payment therefor. The Compensation Committee shall not be obligated to treat all Awards, all portions of any individual Award, all Awards held by a participant, or all Awards of the same type, identically.

Authorization of Sub-Plans (Including for Grants to Non-U.S. Employees)

The Compensation Committee may establish one or more sub-plans under the 2014 Stock Plan to satisfy applicable securities, tax or other laws of various jurisdictions, by adopting supplements to the 2014 Stock Plan containing any limitations on the Compensation Committee's discretion and any additional terms and conditions not inconsistent with the 2014 Stock Plan as the Compensation Committee deems necessary or desirable. Any supplement adopted by the Compensation Committee will be deemed to be part of the 2014 Stock Plan but will only apply to participants within the affected jurisdiction.

Amendment or Termination

No Award may be made after ten years after the date it is approved by the Company's stockholders, but Awards previously granted may extend beyond that date. The Compensation Committee may at any time amend, suspend or terminate the 2014 Stock Plan; however, no amendment requiring stockholder approval under applicable legal, regulatory or listing requirements will become effective until such stockholder approval is obtained. No Award will be made that is conditioned upon stockholder approval of any amendment to the 2014 Stock Plan unless the Award provides that (i) it will terminate or be forfeited if stockholder approval of such amendment is not obtained within no more than 12 months from the grant date and (ii) it may not be exercised or settled (or otherwise result in the issuance of common stock) prior to such stockholder approval.

Subject to any applicable limitations contained in the 2014 Stock Plan (including minimum vesting and stockholder approval requirements), the Compensation Committee may amend, modify or terminate any outstanding Award. A participant's consent to such amendment will be required unless the Compensation Committee determines that the amendment does not materially and adversely affect the participant's rights under the 2014 Stock Plan or that the change is permitted under the 2014 Stock Plan in connection with a change in capitalization or Corporate Event.

Unless approved by the Company's stockholders or permitted in connection with a change in capitalization or Corporate Event, the Company may not (i) amend any outstanding Award to provide an exercise or reference price per share that is lower than the then-current exercise or reference price per share of such outstanding Award, (ii) cancel any outstanding Award (whether or not granted under the 2014 Stock Plan) and grant in substitution new Awards covering the same or a different number of shares of common stock and having an exercise or reference price per share lower than the then-current exercise or reference price per share of the cancelled Award, (iii) cancel in exchange for a cash payment any outstanding Award with an exercise or reference price per share above the then-current fair market value of the common stock, or (iv) take any other action that constitutes a repricing within the meaning of NASDAQ rules.

If stockholders do not approve the adoption of the 2014 Stock Plan, the 2014 Stock Plan will not go into effect, and the Company will not grant any Awards under the 2014 Stock Plan. In such event,

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the Compensation Committee will consider whether to adopt alternative arrangements based on its assessment of the needs of the Company.

New Plan Benefits

Grants of Awards under the 2014 Stock Plan, if any, will be subject to the Compensation Committee's discretion. Therefore, we cannot determine the number or type of Awards that will be granted to any participant under the 2014 Stock Plan for 2014 or any other year and no information is provided concerning the benefits to be delivered under the 2014 Stock Plan to any individual or group of individuals.

Federal Income Tax Consequences

The following is a summary of the United States federal income tax consequences that generally arise with respect to Awards, based on the federal tax laws in effect as of the date of this proxy statement. This summary is not intended to constitute (and is not) tax advice, and assumes that all Awards are exempt from, or comply with, the rules under Section 409A of the Code regarding nonqualified deferred compensation. Changes to tax laws could alter the consequences described below, and participants are urged to consult their tax advisors regarding their specific circumstances.

Incentive Stock Options

A participant will not have income upon an ISO's grant. Also, except as described below, a participant will not have income upon an ISO's exercise if the participant has been employed by the Company or its corporate parent or 50% or more-owned corporate subsidiary at all times beginning with the option grant date and ending three months before the exercise. If the participant has not been so employed during that time, then the participant will be taxed as described below under Nonqualified Stock Options. An ISO's exercise may subject the participant to the alternative minimum tax.

A participant will have income upon the sale of the stock acquired under an ISO at a profit (if sales proceeds exceed the exercise price). The type of income will depend on when the participant sells the stock. If a participant sells the stock more than two years after the option's grant and more than one year after its exercise, then all of the profit will be long-term capital gain. If a participant sells the stock prior to satisfying these waiting periods, then the participant will have engaged in a disqualifying disposition and a portion of the profit will be ordinary income and a portion may be capital gain. This capital gain will be long term if the participant has held the stock for more than one year and otherwise will be short term. If a participant sells the stock at a loss (sales proceeds are less than the exercise price), then the loss will be a capital loss. This capital loss will be long term if the participant held the stock for more than one year and otherwise will be short term.

Nonqualified Stock Options

A participant will not have income upon a nonqualified stock option's grant. A participant will have compensation income upon a nonqualified stock option's exercise equal to the value of the stock on the exercise date less the exercise price. Upon sale of the stock, the participant will have capital gain or loss equal to the difference between the sales proceeds and the value of the stock on the exercise date. This capital gain or loss will be long term if the participant has held the stock for more than one year and otherwise will be short term.

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Stock Appreciation Rights

A participant will not have income upon a SAR s grant. A participant will have income upon the SAR s exercise equal to the value of cash and/or the fair market value (measured on the exercise date) of the shares received by the participant. This amount will be subject to income tax withholding.

Additional Medicare Tax

Participants will be subject to a 3.8% tax on the lesser of (i) net investment income for the relevant taxable year and (ii) the excess of modified adjusted gross income for the taxable year over a certain threshold (between \$125,000 and \$250,000, depending on the participant s circumstances).

Tax Consequences to the Company

There will be no tax consequences to the Company except that the Company will be entitled to a deduction when a participant has compensation income. Any such deduction will be subject to the limitations of Section 162(m) of the Code.

Vote Required for Approval of the 2014 Stock Option Plan

This proposal requires the affirmative vote of a majority of the votes cast on such proposal at the annual meeting.

Directors Recommendation

THE BOARD OF DIRECTORS UNANIMOUSLY RECOMMENDS THAT YOU VOTE FOR THE APPROVØE THE 2014 STOCK OPTION PLAN.

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PROPOSAL 4

APPROVAL OF THE SS&C TECHNOLOGIES HOLDINGS, INC. EXECUTIVE BONUS PLAN

Overview

On March 7, 2014, the Compensation Committee of our Board of Directors approved the adoption of the SS&C Technologies Holdings, Inc. Executive Bonus Plan (the Plan), subject to approval by our stockholders at the 2014 annual meeting. If the Plan is not approved by stockholders, no amounts will be payable under the Plan (although the Company reserves the right to pay incentive compensation under other arrangements).

We are submitting the Plan to stockholders for their approval so that payments of bonuses under the Plan will be tax deductible as performance-based compensation, as defined in Section 162(m). As discussed at page 25 in our Compensation Discussion and Analysis and page 38 in Proposal 3, Section 162(m) did not apply to our compensation while we were a private company, but subsequent to our initial public offering in 2010, Section 162(m) limits the deductibility of compensation in excess of \$1 million paid by a publicly traded corporation to certain covered employees in any taxable year, unless the compensation is performance-based compensation. The post-initial public offering transition relief period under Section 162(m) will expire upon our 2014 annual meeting. In order to be able to pay tax deductible performance-based compensation in excess of the Section 162(m) limit after the 2014 annual meeting, we request that shareholders approve the Plan. Notwithstanding the approval or rejection of the Plan and its submission to stockholders, the Company reserves the right to pay its executives, including participants in the Plan, amounts which may or may not be deductible under Section 162(m) or other Code provisions.

The Plan is intended to provide our Compensation Committee flexibility to award cash and stock-based awards to senior executives while satisfying Section 162(m) performance-based compensation requirements. The Plan establishes an incentive pool based on the achievement of Performance Goals, comprised of one or more of the following business criterion or criteria designated on a Company specific basis, business unit basis or in comparison with peer group performance: (a) earnings per share; (b) EBITDA, adjusted to exclude stock compensation expense, unusual items and other non-cash charges (Adjusted Consolidated EBITDA); (c) net income; (d) operating income; (e) return on shareholders equity or return on investments; (f) attainment of strategic and operational initiatives; (g) economic value-added models; (h) maintenance or improvement of profit margins; (i) stock price, including as compared to one or more stock indices; (j) market share; (k) revenues, sales or net sales; (l) return on assets; (m) book value per share; (n) expense management; (o) improvements in capital structure; (p) costs; and/or (q) cash flow, in each case as may be calculated without regard to extraordinary, unusual and/or non-recurring items to the extent permitted by Section 162(m).

We believe that the Plan's design has several advantages for the Company and its stockholders:

All amounts paid under the Plan should qualify for deduction under Section 162(m).

While the Plan provides for the establishment and allocation of an incentive pool for any performance period, the Compensation Committee has the flexibility to continue to operate our incentive program in a manner consistent with past practices.

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The Plan design allows the Compensation Committee flexibility and discretion to adjust bonus amounts (but not above the portion of the incentive pool allocated to a participant at the beginning of a performance period) as it deems appropriate.

Summary Description of the Plan

The following summary of the material terms of the Plan is qualified in its entirety by reference to the complete text of the Plan attached as Appendix B to this proxy statement.

The Plan is intended to attract, retain and motivate selected executive officers of the Company and its affiliates to promote the Company's long-term growth and profitability, while at the same time preserving the tax deductibility of payments as performance-based compensation under Section 162(m). Individuals will be designated as Plan participants for a performance period, which is generally expected to be a full fiscal year (each a performance period).

Administration

The Plan generally will be administered by a committee of our Board of Directors made up of at least two directors, each of whom is an outside director within the meaning of Section 162(m) (which will be our Compensation Committee, unless otherwise determined by our Board). Our Board or the Compensation Committee may terminate or amend the Plan at any time. Stockholder approval of certain amendments to the Plan may be required for bonuses to qualify as performance-based compensation under Section 162(m) or to comply with applicable law and stock exchange rules. The Plan does not have a fixed term, but payments under the Plan will only qualify as Section 162(m) performance-based compensation through the fifth anniversary of initial shareholder approval of the Plan, in accordance with the mandates of Section 162(m).

Eligibility and Participation

The Compensation Committee will designate the executive officers of the Company and its affiliates who will participate in the Plan for any performance period within 90 days after the beginning of a performance period (or otherwise as Section 162(m) permits).

Formula for Incentive Compensation Pool

The Plan provides for the establishment of an incentive compensation pool for each fiscal year. The pool's size will be determined based on the achievement of one or more Performance Goals (or formula or formulae derived from them). The Compensation Committee will allocate a percentage of this pool to each participant within the first 90 days of each performance period (or otherwise as Section 162(m) permits). The sum of the percentages for all participants cannot exceed 100%. No participant may be paid a bonus in excess of \$15,000,000 per year for any performance period.

Bonus Payments

Following the completion of each performance period and prior to payment of the participant's bonus, the Compensation Committee will certify the size of the incentive pool and each participant's previously established percentage. Through the discretion reserved under the Plan to reduce (but not increase) awards, the Compensation Committee may reduce the amount awarded below the participant's percentage of the pool (but may not re-allocate such share to another participant), may

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apply any standard or formula in doing so and may apply additional conditions and terms of payment of awards, including the achievement of financial, strategic or individual goals, which may be objective or subjective, as it deems appropriate.

Bonuses may be paid in cash and/or in a Company equity-based award of equivalent value as determined by the Compensation Committee. The cash portion (if any) of a participant's bonus generally will be paid by March 15th in the fiscal year after the fiscal year of the performance period in which it is earned, generally at the time as bonuses are paid to other employees of the Company, but only after the Compensation Committee certifies that the Performance Goals for such performance period were met. The Compensation Committee will determine the value of any such equity-based award based on the grant date value calculated in accordance with GAAP.

New Plan Benefits

Each participant's award for any performance period will be determined based on the Company's achievement of applicable Performance Goals and will be subject to the Compensation Committee's discretion to reduce any participant's award. As a result, we cannot determine the amount, if any, that would be payable to any participant under the Plan for 2014 (or any performance period).

Vote Required for Approval of the Executive Bonus Plan

This proposal requires the affirmative vote of a majority of the votes cast on such proposal at the Annual Meeting.

Directors' Recommendation

THE BOARD OF DIRECTORS UNANIMOUSLY RECOMMENDS THAT YOU VOTE FOR THE APPROVAL OF THE EXECUTIVE BONUS PLAN.

Table of Contents**PROPOSAL 5****RATIFICATION OF SELECTION OF INDEPENDENT REGISTERED****PUBLIC ACCOUNTING FIRM**

The Audit Committee has appointed the firm of PricewaterhouseCoopers LLP, an independent registered public accounting firm, to audit our books, records and accounts for fiscal 2014. This appointment is being presented to the stockholders for ratification at the 2014 annual meeting.

PricewaterhouseCoopers LLP, or PwC, has no direct or indirect material financial interest in our Company or our subsidiaries. Representatives of PwC are expected to be present at the 2014 annual meeting and will be given the opportunity to make a statement on the firm's behalf if they so desire. The representatives also will be available to respond to appropriate questions.

The following table summarizes the fees of PwC billed to us for each of fiscal 2013 and fiscal 2012. For fiscal 2013, audit fees include an estimate of amounts not yet billed.

| Nature of Service | 2013 Fees | 2012 Fees |
|-----------------------------------|---------------------|---------------------|
| Audit Fees ⁽¹⁾ | \$ 2,790,427 | \$ 1,484,029 |
| Audit-Related Fees ⁽²⁾ | 900,191 | 2,429,482 |
| Tax Fees ⁽³⁾ | 353,908 | 326,672 |
| All Other Fees ⁽⁴⁾ | 31,500 | |
| Total | \$ 4,076,026 | \$ 4,240,183 |

- (1) Audit fees consist of fees for the audit of our financial statements, the review of the interim financial statements included in our Quarterly Reports on Form 10-Q, and services related to our filings of Registration Statements on Form S-3 in 2013 and 2012, such as the issuance of consents.
- (2) Audit-related fees consist of fees for assurance and related services that are reasonably related to the performance of the audit and the review of our financial statements and which are not reported under Audit Fees. These services relate to accounting consultations in connection with acquisitions, procedures performed for SSAE 16 reports, attest services that are not required by statute or regulation and consultations concerning internal controls, financial accounting and reporting standards.
- (3) Tax fees consist of fees for tax compliance, tax advice and tax planning services. Tax compliance services, which relate to preparation of original and amended tax returns, claims for refunds and tax payment-planning services, accounted for approximately \$114,163 of the total tax fees billed in 2013 and approximately \$132,983 of the total tax fees billed in 2012. Tax advice and tax planning services relate to assistance with tax audits and appeals, tax advice related to acquisitions and requests for rulings or technical advice from taxing authorities.
- (4) All other fees for 2013 consist of other advisory and consulting services. There were no fees incurred in this category in 2012. All the services described above were approved by our Audit Committee in advance of the services being rendered. The Audit Committee is responsible for the appointment, compensation and oversight of the work performed by the independent registered public accounting firm. The Audit

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Committee must pre-approve all audit (including audit-related) services and permitted non-audit services provided by the independent registered public accounting firm in accordance with the pre-approval policies and procedures established by the Audit Committee. The Audit Committee annually approves the scope and fee estimates for the quarterly reviews, year-end audit, statutory audits and tax work to be performed by our independent registered public accounting firm for the next fiscal year. With respect to other permitted services, management defines and presents specific projects and categories of service for which the advance approval of the Audit Committee is requested. The Audit Committee pre-approves specific engagements, projects and categories of services on a fiscal year basis, subject to individual project thresholds and annual thresholds. In assessing requests for services by the independent registered public accounting firm, the Audit Committee considers whether such services are consistent with the independent registered public accounting firm's independence, whether the independent registered public accounting firm is likely to provide the most effective and efficient service based upon their familiarity with us, and whether the service could enhance our ability to manage or control risk or improve audit quality.

Proxies solicited by management will be voted for the ratification unless stockholders specify otherwise. Ratification by the stockholders is not required. Although we are not required to submit the appointment to a vote of the stockholders, our Board believes it is appropriate as a matter of policy to request that the stockholders ratify the appointment of PwC as our independent registered public accounting firm. If the stockholders do not ratify the appointment, the Audit Committee will investigate the reasons for stockholder rejection and consider whether to retain PwC or appoint another independent registered public accounting firm. Even if the appointment is ratified, our Board and the Audit Committee in their discretion may direct the appointment of a different independent registered public accounting firm at any time during the year if they determine that such a change would be in the best interests of our Company and our stockholders.

THE BOARD OF DIRECTORS RECOMMENDS THAT YOU VOTE FOR THE RATIFICATION PRICEWATERHOUSECOOPERS LLP AS OUR INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM FOR OUR FISCAL YEAR ENDING DECEMBER 31, 2014.

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Report of the Audit Committee of the Board of Directors

Our Audit Committee has reviewed our audited financial statements for fiscal 2013 and has discussed these financial statements with our management and PwC, our independent registered public accounting firm.

The Audit Committee has also received from, and discussed with, our independent registered public accounting firm various communications that our independent registered public accounting firm is required to provide to the Audit Committee, including Statement on Auditing Standard No. 16 (Communications with Audit Committees), as adopted by the Public Company Accounting Oversight Board, or PCAOB.

Our independent registered public accounting firm also provided the Audit Committee with the written disclosures and the letter from the independent registered public accounting firm required by PCAOB Rule 3526 (Communicating with Audit Committees Concerning Independence), as modified or supplemented. The Audit Committee has discussed with the independent registered public accounting firm its independence from us.

Based on its discussions with management and the independent registered public accounting firm, and its review of the representations and information provided by management and the independent registered public accounting firm, the Audit Committee recommended to our Board that the audited financial statements be included in our Annual Report on Form 10-K for the year ended December 31, 2013.

By the Audit Committee of the Board of Directors of SS&C Technologies Holdings, Inc.

William A. Etherington (Chair)

Jonathan E. Michael

David A. Varsano

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This table presents information concerning the beneficial ownership of the shares of our common stock as of April 1, 2014. Specifically, the table reflects beneficial ownership information about:

each person we know to be the beneficial owner of more than 5% of the outstanding shares of common stock;

each of our directors and named executive officers; and

all of our directors and executive officers as a group.

Beneficial ownership is determined under the rules of the SEC and generally includes voting or investment power over securities. Except in cases where community property laws apply or as indicated in the footnotes to this table, we believe that each stockholder identified in the table possesses sole voting and investment power over all shares of common stock shown as beneficially owned by the stockholder. Shares of common stock subject to options that are exercisable or exercisable within 60 days of April 1, 2014 are considered outstanding and beneficially owned by the person holding the options for the purpose of computing the percentage ownership of that person but are not treated as outstanding for the purpose of computing the percentage ownership of any other person.

Unless otherwise indicated, the address of the persons and entities listed on the table is c/o SS&C Technologies Holdings, Inc., 80 Lambertson Road, Windsor, CT 06095.

| Name of Beneficial Owner | Shares Beneficially Owned | |
|--|---------------------------|------------------|
| | Number | Percent of Class |
| 5% Stockholders | | |
| William C. Stone ⁽¹⁾ | 17,008,641 | 20.1% |
| FMR LLC ⁽²⁾ 245 Summer Street Boston, MA 02210 | 12,334,296 | 14.9% |
| T. Rowe Price Associates, Inc. ⁽³⁾ 100 E. Pratt Street Baltimore, Maryland 21202 | 7,121,779 | 8.6% |
| Janus Capital Management LLC ⁽⁴⁾ 151 Detroit Street Denver, Colorado 80206 | 7,019,788 | 8.5% |
| MSDC Management, L.P. ⁽⁵⁾ 645 Fifth Avenue, 21 st Floor New York, New York 10022 | 4,289,078 | 5.2% |
| Other Directors and Named Executive Officers | | |
| Normand A. Boulanger ⁽⁶⁾ | 1,077,835 | 1.3% |
| Michael E. Daniels ⁽⁷⁾ | 21,250 | * |
| William A. Etherington ⁽⁸⁾ | 37,250 | * |

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| | | |
|------------------------------|---------|---|
| Allan M. Holt | | |
| Paul G. Igoe ⁽⁹⁾ | 24,999 | * |
| Rahul Kanwar ⁽¹⁰⁾ | 195,061 | * |

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| Name of Beneficial Owner | Shares Beneficially Owned | |
|--|---------------------------|------------------|
| | Number | Percent of Class |
| Jonathan E. Michael ⁽¹¹⁾ | 40,250 | * |
| Patrick J. Pedonti ⁽¹²⁾ | 407,070 | * |
| David A. Varsano ⁽¹³⁾ | 30,750 | * |
| All directors and executive officers as a group (10 persons) ⁽¹⁴⁾ | 18,843,106 | 21.8% |

* Represents less than one percent of the outstanding shares of common stock.

- (1) Includes 1,797,346 shares of our common stock subject to outstanding stock options exercisable on or within the 60-day period following April 1, 2014 and 2,703,846 shares of our Class A Non-Voting common stock. Shares of our Class A Non-Voting common stock have no voting rights and cannot be voted at the 2014 annual meeting.
- (2) Consists of 12,334,296 shares of common stock reported as beneficially owned by FMR LLC including 407,146 shares of common stock over which FMR LLC reports sole voting power and 12,334,296 shares of common stock over which FMR LLC reports sole dispositive power. We obtained information regarding beneficial ownership of these shares solely from the Schedule 13G that was filed with the SEC on February 14, 2014.
- (3) Consists of 7,121,779 shares of common stock reported as beneficially owned by T. Rowe Price Associates, Inc. including 1,083,950 shares of common stock over which T. Rowe Price Associates, Inc. reports sole voting power and 7,121,779 shares of common stock over which T. Rowe Price Associates, Inc. reports sole dispositive power. We obtained information regarding beneficial ownership of these shares solely from the Schedule 13G that was filed with the SEC on February 13, 2014.
- (4) Consists of 7,019,788 shares of common stock reported as beneficially owned by Janus Capital Management LLC over which Janus Capital Management LLC reports sole voting power and sole dispositive power. We obtained information regarding beneficial ownership of these shares solely from the Schedule 13G that was filed with the SEC on February 14, 2014.
- (5) Consists of 4,289,078 shares of common stock reported as jointly beneficially owned by MSD Torchlight Partners, L.P. and MSDC Management, L.P. MSD Torchlight Partners, L.P. and MSDC Management, L.P. report shared voting power and shared dispositive power over 4,289,078 shares of common stock. We obtained information regarding beneficial ownership of these shares solely from the Schedule 13G that was filed with the SEC on March 25, 2013.
- (6) Includes 1,062,835 shares of our common stock subject to outstanding stock options exercisable on or within the 60-day period following April 1, 2014.
- (7) Includes 21,250 shares of our common stock subject to outstanding stock options exercisable on or within the 60-day period following April 1, 2014.
- (8) Includes 27,250 shares of our common stock subject to outstanding stock options exercisable on or within the 60-day period following April 1, 2014.
- (9) Consists of 24,999 shares of our common stock subject to outstanding stock options exercisable on or within the 60-day period following April 1, 2014.

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- (10) Includes 185,061 shares of our common stock subject to outstanding options exercisable on or within the 60-day period following April 1, 2014.

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- (11) Includes 27,250 shares of our common stock subject to outstanding stock options exercisable on or within the 60-day period following April 1, 2014.

- (12) Includes 407,070 shares of our common stock subject to outstanding stock options exercisable on or within the 60-day period following April 1, 2014.

- (13) Includes 27,250 shares of our common stock subject to outstanding stock options exercisable on or within the 60-day period following April 1, 2014.

- (14) Includes 3,580,311 shares of our common stock subject to outstanding stock options exercisable on or within the 60-day period following April 1, 2014.

Section 16(a) Beneficial Ownership Reporting Compliance

Section 16(a) of the Exchange Act requires certain officers, directors and beneficial owners of more than 10% of our common stock to file reports of ownership and changes of ownership with the SEC on Forms 3, 4 and 5. Based on a review of the copies of such forms provided to us and written representations furnished to us, we believe that during fiscal 2013, all reports required by Section 16(a) to be filed by these persons were filed on a timely basis.

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RELATED PERSON TRANSACTIONS

Policies and Procedures for Related Person Transactions

Our Board has adopted written policies and procedures for the review of any transaction, arrangement or relationship in which we have been or are a participant, the amount involved exceeds \$120,000, and one of our executive officers, directors, director nominees or 5% stockholders (or their immediate family members), each of whom we refer to as a related person, has had or has a direct or indirect material interest. Such a transaction, arrangement or relationship is referred to as a related person transaction.

Any related person transaction must be reported to our General Counsel and will be reviewed and approved by the Audit Committee in accordance with the terms of the policy, prior to effectiveness or consummation of the transaction, whenever practicable. If the General Counsel determines that advance approval of a related person transaction is not practicable under the circumstances, the Audit Committee will review and, in its discretion, may ratify the related person transaction at its next meeting, or at the next meeting following the date that the related person transaction comes to the attention of the General Counsel; provided, however, that the General Counsel may present a related person transaction arising in the time period between meetings of the Audit Committee to the Chair of the Audit Committee, who will review and may approve the related person transaction, subject to ratification by the Audit Committee at its next meeting. In addition, any related person transaction previously approved by the Audit Committee or otherwise already existing that is ongoing in nature will be reviewed by the Audit Committee annually to ensure that it has been conducted in accordance with the previous approval granted by the Audit Committee, if any, and that all required disclosures regarding the related person transaction are made.

A related person transaction reviewed under the policy will be considered approved or ratified if it is authorized by the Audit Committee after full disclosure of the related person's interest in the transaction. As appropriate for the circumstances, the Audit Committee will review and consider:

the related person's interest in the related person transaction;

the approximate dollar value of the amount involved in the related person transaction;

the approximate dollar value of the amount of the related person's interest in the transaction without regard to the amount of any profit or loss;

whether the transaction was undertaken in the ordinary course of our business;

whether the terms of the transaction are no less favorable to us than terms that could have been reached with an unrelated third party;

the purpose of, and the potential benefits to us of, the transaction; and

any other information regarding the related person transaction or the related person in the context of the proposed transaction that would be material to investors in light of the circumstances of the particular transaction.

The Audit Committee may approve or ratify the related person transaction only if the Audit Committee determines that, under all of the circumstances, the transaction is in, or is not inconsistent with, our best interests. The Audit Committee may, in its sole discretion, impose any conditions it deems appropriate on the Company or the related person in connection with approval of the related person transaction.

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In addition to the transactions that are excluded by the instructions to the SEC's related person transaction disclosure rule, our Board has determined that the following do not create a material direct or indirect interest on behalf of a related person and, therefore, are not related person transactions for purposes of our related person transaction policy:

interests arising solely from the related person's position as an executive officer of another entity (whether or not the person is also a director of such entity) that is a participant in the transaction, where (a) the related person and all other related persons own in the aggregate less than a 10% equity interest in such entity, (b) the related person and his or her immediate family members (as defined in the policy) are not involved in the negotiation of the terms of the transaction with the Company and do not receive any special benefits as a result of the transaction or (c) the amount involved in the transaction equals less than the greater of \$200,000 or 5% of the annual gross revenues of the company receiving payment under the transaction; or

a transaction that is specifically contemplated by provisions of the Certificate of Incorporation or By-laws of the Company. The policy provides that transactions involving compensation of executive officers will be reviewed and approved by the Compensation Committee in the manner specified in its charter.

Related Person Transactions

Stockholders Agreement

On November 23, 2005, SS&C Holdings entered into a Stockholders Agreement with Mr. Stone and Carlyle, which includes restrictions on transfer of the Company's common stock as well as other provisions described below. The parties amended certain provisions of the Stockholders Agreement in April 2008, March 2010 and March 2011. The rights of Carlyle to appoint directors pursuant to the Stockholders Agreement terminated in September 2013 when Carlyle sold its remaining shares of common stock in the Company.

Board of Directors. The initial board arrangements under the Stockholders Agreement were as follows: Mr. Stone occupied one seat and had the right to nominate one of the remaining Board members, and Carlyle had the right to nominate four Board members. Accordingly, Mr. Stone nominated Normand A. Boulanger; and Carlyle nominated Campbell R. Dyer, William A. Etherington, Allan M. Holt and Claudius E. Watts, IV. Subsequently, the Stockholders Agreement was amended to provide that Mr. Stone and Carlyle would jointly nominate two Board members (Jonathan E. Michael and David A. Varsano), and the number of Board members Carlyle was entitled to nominate was reduced from four to two as a result of a reduction in its percentage ownership of our common stock. In May 2012, Mr. Etherington was re-elected to our Board by our stockholders for a three-year term. The number of Board members Mr. Stone is entitled to nominate (including himself) will be reduced to one director if Mr. Stone holds less than 15% of our common stock. Mr. Stone's rights under the Board nomination provisions of the Stockholders Agreement will terminate at such time as he holds less than 10% of our common stock.

The provisions of the Stockholders Agreement also require that so long as Mr. Stone is a member of our Board and the Chief Executive Officer of the Company, he will serve as Chairman of the Board.

Bring-along rights. If any party to the Stockholders Agreement proposes to transfer 50% or more of all common stock held by the parties to the Stockholders Agreement to a third-party purchaser, then

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such transferring stockholder can require the other stockholders who are parties to the agreement to transfer their common stock on the same terms and conditions as the transferring holder.

Service Provider Stockholders Agreement

On November 23, 2005, all of our members of management (other than Mr. Stone) and all employee option holders whose SS&C options were converted into options to acquire common stock of SS&C Holdings became parties to a Service Provider Stockholders Agreement with Carlyle and the Company. In addition, certain holders of options to purchase our common stock have subsequently become parties to the Service Provider Stockholders Agreement. The Company and Carlyle amended certain provisions of the Service Provider Stockholders Agreement in April 2008. Under the agreement, if Carlyle proposes to transfer 50% or more of our outstanding common stock to a third-party purchaser, then Carlyle can require the members of our management and employee option holders who are parties to the agreement to transfer their common stock and options on the same terms and conditions as Carlyle (bring-along rights). Because Carlyle no longer holds any shares of our common stock, these rights are no longer applicable.

Registration Rights Agreement

On November 23, 2005, the Company entered into a Registration Rights Agreement with Mr. Stone and Carlyle, which provided Mr. Stone and Carlyle with certain rights relating to the registration for resale of their shares of common stock. Because Carlyle no longer owns any shares of our common stock, only Mr. Stone has any continuing rights under the Registration Rights Agreement. Under the Registration Rights Agreement, Mr. Stone can demand that we file a registration statement for all or a portion of his common stock. Mr. Stone is also entitled to request that his shares be covered by a registration statement that we are otherwise filing with respect to our common stock. In either event, the Company is required to pay all expenses of Mr. Stone in connection with the registration (other than underwriting discounts and commissions and transfer taxes applicable to the sale of registrable securities). The Registration Rights Agreement also provides that the Company will indemnify Mr. Stone, and Mr. Stone will indemnify the Company, for certain matters in connection with the registration of Mr. Stone's shares. The registration rights in the Registration Rights Agreement are subject to certain conditions and limitations specified in the Registration Rights Agreement, including the right of the underwriters of an offering to limit the number of shares included in certain registrations.

SS&C Technologies, Inc. Management Rights Agreement

Carlyle, the Company and SS&C entered into a Management Rights Agreement on November 23, 2005, pursuant to which Carlyle Partners IV, L.P. was granted (1) the right to nominate one director to serve as a member of our Board of Directors and to appoint one non-voting board observer to the board of directors of SS&C, (2) reasonable access to the books and records of SS&C Holdings and SS&C and their subsidiaries and (3) the right to consult from time to time with the management of SS&C Holdings and SS&C and their subsidiaries at their respective place of business regarding operating and financial matters. Carlyle ceased to be a party to the Management Rights Agreement in September 2013, when it sold its remaining shares of our common stock.

Processing Services Agreement

On June 22, 2009, Carlyle Investment Management L.L.C. entered into a Processing Services Agreement with SS&C pursuant to which SS&C provides investment accounting and data processing

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services to Carlyle. The agreement was amended in June 2011 to extend its term to June 21, 2014. In August 2012, with the consent of SS&C, Carlyle assigned this agreement to Alumina Investment Management, LLC (an entity related to Carlyle) and the transaction was reviewed and approved by our Audit Committee under the Company's related persons transactions policy. SS&C will be paid a monthly fee based on annual rates derived from the net asset value of Alumina Investment Management, LLC, subject to a minimum monthly fee. SS&C will also receive other fees for certain ancillary services that it provides under the agreement. From January 1, 2013 through December 31, 2013, Alumina Investment Management, LLC paid an aggregate of \$190,740 to SS&C under this agreement.

Other transactions

John Stone, the brother of William C. Stone, our Chief Executive Officer, is employed by SS&C as Vice President of Sales. From January 1, 2013 through December 31, 2013, John Stone was paid \$129,789 as salary and commissions related to his employment at SS&C. On December 9, 2013, SS&C and John Stone entered into an agreement pursuant to which his employment will terminate on May 1, 2014 and his work duties are limited to providing consultation and other services as may be requested by SS&C. John Stone has signed a general release of claims in favor of SS&C and agreed to sign another release in favor of SS&C on May 1, 2014, his last date of employment.

Robert S. Stone, the son of our Chief Executive Officer, is employed by SS&C as a sales representative. From January 1, 2013 through December 31, 2013, Robert Stone was paid \$192,908 as salary, commissions, grant date fair value of options and other compensation related to his employment at SS&C.

During fiscal 2013, Fidelity Management Trust Company (FMTC) served as trustee of SS&C's 401(k) plan. While the Company does not pay any fees directly to FMTC for this or other ancillary services, the entities affiliated with FMTC received \$238,302 in fiscal 2013 from fees incurred by plan participants on balances invested in mutual funds through the plan. FMTC and its affiliated entities are subsidiaries of FMR LLC, which became the owner of more than 5% of our outstanding common stock during the year.

INFORMATION ABOUT THE 2014 ANNUAL MEETING

YOUR VOTE IS IMPORTANT!

You are cordially invited to attend the 2014 annual meeting. However, to ensure that your shares are represented at the 2014 annual meeting and that the Company has the quorum necessary to convene the 2014 annual meeting and conduct business, even if you plan to attend the 2014 annual meeting in person, please complete, sign, date and return the enclosed proxy card promptly. Submitting a proxy or voting instructions in advance will not prevent you from attending the 2014 annual meeting and voting in person, if you so desire. A postage-paid, return-addressed envelope is enclosed for your convenience. No postage need be affixed if mailed in the United States. Your cooperation in giving this your immediate attention is appreciated.

Voting Procedures

You may vote either in person at the 2014 annual meeting or by proxy. To vote by proxy, you must:

Complete all of the required information on the proxy card.

Date and sign the proxy card.

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Return the proxy card in the enclosed postage-paid envelope. We must receive your proxy card before the 2014 annual meeting for your proxy to be valid and for your vote to count.

If you are not the stockholder of record and hold shares through a bank, broker or other nominee, such agent may have special voting instructions that you should follow. You should contact your bank, broker or other nominee to obtain instructions for voting your shares.

Whether or not you expect to be present in person at the 2014 annual meeting, you are requested to complete, sign, date and return the enclosed form of proxy. The shares represented by your proxy will be voted in accordance with your instructions. If you attend the 2014 annual meeting, you may vote by ballot. If you want to vote in person at the 2014 annual meeting and you own your shares through a bank, broker or other nominee, you must obtain a proxy from that party in its capacity as owner of record for your shares and bring the proxy to the 2014 annual meeting.

Your properly completed proxy card will appoint William C. Stone, Patrick J. Pedonti and Paul G. Igoe as proxy holders, or your representatives, to vote your shares in the manner directed therein by you. Mr. Stone is our Chairman and Chief Executive Officer, Mr. Pedonti is our Senior Vice President and Chief Financial Officer, and Mr. Igoe is our Senior Vice President, General Counsel and Secretary. Your proxy permits you to direct the proxy holders to:

vote FOR or withhold your votes from any of the two nominees for director;

vote FOR, AGAINST or ABSTAIN from the non-binding resolution to approve the compensation of our named executive officers;

vote FOR, AGAINST or ABSTAIN from the proposal to approve the SS&C 2014 Stock Option Plan;

vote FOR, AGAINST or ABSTAIN from the proposal to approve the SS&C Executive Bonus Plan; and

vote FOR, AGAINST or ABSTAIN from the proposal to ratify the appointment of PricewaterhouseCoopers LLP as our independent registered public accounting firm for fiscal 2014.

All shares entitled to vote and represented by properly completed proxies received prior to the 2014 annual meeting and not revoked will be voted at the 2014 annual meeting in accordance with your instructions. If you do not indicate how your shares are to be voted on a matter, the shares represented by your properly completed proxy will be voted FOR the election of the two nominees for director, FOR the proposal to approve the compensation of our named executive officers, FOR the proposal to approve the SS&C 2014 Stock Option Plan, FOR the proposal to approve the SS&C Executive Bonus Plan, and FOR the proposal to ratify the appointment of PricewaterhouseCoopers LLP as our independent registered public accounting firm for fiscal 2014, and in the discretion of the persons named as proxies in the manner they believe to be in the Company's best interests as to other matters that may properly come before the 2014 annual meeting.

Revocation of Proxies

You may revoke your proxy at any time before it is exercised by (1) delivering to us a signed proxy card with a date later than the date of your previously delivered proxy, (2) voting in person at the 2014 annual meeting, or (3) sending a written revocation to our Corporate Secretary at our principal

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executive offices. Shares represented by valid proxies that are received prior to the 2014 annual meeting and not revoked at or prior to the 2014 annual meeting will be voted at the 2014 annual meeting.

Stockholders Entitled to Vote

Our Board has fixed April 1, 2014 as the record date for the 2014 annual meeting. You are entitled to vote (in person or by proxy) at the 2014 annual meeting if you were a stockholder of record on the record date. On the record date, we had 82,973,273 shares of common stock outstanding (each of which entitles its holder to one vote). Holders of shares of our common stock do not have cumulative voting rights.

In addition to our common stock, on the record date, we had 2,703,846 shares of our Class A Non-Voting common stock outstanding. Shares of our Class A Non-Voting common stock cannot be voted at the 2014 annual meeting.

Quorum

For all proposals on the agenda for the 2014 annual meeting, the holders of a majority of the shares of common stock issued and outstanding and entitled to vote must be present at the 2014 annual meeting in person or represented by proxy to constitute a quorum. Shares represented by all proxies received, including proxies that withhold authority for the election of a director and/or abstain from voting on a proposal, as well as broker non-votes (as described below), will be counted toward establishing a quorum.

Votes Required

For Proposal 1, each of the directors will be elected by a plurality vote of the shares of common stock present at the 2014 annual meeting in person or represented by proxy and entitled to vote. Shares for which the vote is properly withheld and broker non-votes will not be counted toward the nominee's achievement of a plurality and will have no effect on the election of the directors.

The affirmative vote of the holders of a majority of the votes cast will be required for approval of the advisory vote on executive compensation (Proposal 2), approval of the SS&C 2014 Stock Option Plan (Proposal 3), approval of the SS&C Executive Bonus Plan (Proposal 4) and ratification of the selection of the independent registered public accounting firm (Proposal 5). Shares that abstain and broker non-votes will not be counted as votes in favor of this proposal and will also not be counted as votes cast. Accordingly, abstentions and broker non-votes will have no effect on the outcome of this proposal.

If you hold shares of common stock through a bank, broker or other nominee, that party may under certain circumstances vote your shares if you do not timely provide them with voting instructions. Banks, brokers or other nominees have discretionary authority to vote customers' unvoted shares on routine matters. Your bank, broker or other nominee cannot vote your shares on any matter that is not considered a routine matter. Proposal 5, ratification of the appointment of PricewaterhouseCoopers LLP as our independent registered public accounting firm for fiscal 2014, is considered a routine matter. Proposals 1, 2, 3 and 4 are not considered routine matters. Shares for which a bank, broker or other nominee cannot vote on a particular matter because that party does not have discretionary voting authority to do so are considered "broker non-votes" on these matters.

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Solicitation of Proxies

We will bear the expenses of preparing, printing and assembling the materials used in the solicitation of proxies. In addition to the solicitation of proxies by use of the mail or the Internet, we may also use the services of some of our officers and employees (who will receive no compensation for such services in addition to their regular salaries) to solicit proxies personally and by telephone and email. Banks, brokers or other nominees will be requested to forward solicitation materials to the beneficial owners of shares of record held by them, and we will reimburse them for their reasonable expenses.

Other Business to be Considered

Our management does not know of any business other than the matters set forth in the Notice of 2014 Annual Meeting of Stockholders and described above to be presented for consideration at the 2014 annual meeting and the advance notice period applicable to the 2014 annual meeting as prescribed by our By-laws has expired. If any other business should properly come before the 2014 annual meeting, the proxies will be voted in the discretion of the proxy holders. Each of the persons appointed by the enclosed form of proxy present and acting at the meeting, in person or by substitute, may exercise all of the powers and authority of the proxies in accordance with their judgment.

OTHER MATTERS

As of the date of this proxy statement, we know of no matter not specifically referred to above as to which any action is expected to be taken at the 2014 annual meeting and the advance notice period applicable to the 2014 annual meeting as prescribed by our By-laws has expired. If any other business should properly come before the 2014 annual meeting, the proxies will be voted in the discretion of the proxy holders. Each of the persons appointed by the enclosed form of proxy present and acting at the meeting, in person or by substitute, may exercise all of the powers and authority of the proxies in accordance with their judgment.

Stockholder Proposals and Director Nominations

Stockholder Proposals for 2015 Annual Meeting

Proposals of stockholders intended to be presented at the 2015 annual meeting of stockholders pursuant to Rule 14a-8 under the Exchange Act must be received by us no later than December 16, 2014 in order to be included in the proxy statement and form of proxy relating to that meeting. Proposals should be sent to SS&C Technologies Holdings, Inc., 80 Lambertson Road, Windsor, Connecticut 06095, Attention: Corporate Secretary.

In addition, our By-laws require that we be given advance notice of stockholder nominations for election to our Board and of other business that stockholders wish to present for action at an annual meeting of stockholders (other than matters included in our proxy statement in accordance with Rule 14a-8 under the Exchange Act). The required notice must contain the information required by our By-laws and be delivered by the stockholder and received by the Secretary at our principal executive offices (i) no earlier than 120 days before and no later than 90 days before the first anniversary of the date of the preceding year's annual meeting, or (ii) if the date of the annual meeting is advanced by more than 20 days or delayed by more than 60 days from the first anniversary date, (a) no earlier than 120 days before the annual meeting and (b) no later than 90 days before the annual meeting or ten days

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after the day notice of the annual meeting was mailed or publicly disclosed, whichever occurs first. Assuming the date of our 2014 annual meeting is not so advanced or delayed, stockholders who wish to make a proposal at the 2015 annual meeting (other than one to be included in our proxy statement in accordance with Rule 14a-8 under the Exchange Act) should notify us no earlier than January 29, 2015 and no later than February 28, 2015.

Householding of Proxies

The SEC has adopted rules that permit companies and intermediaries such as brokers to satisfy delivery requirements for annual reports and proxy statements with respect to two or more stockholders sharing the same address by delivering a single annual report and/or proxy statement addressed to those stockholders. This process, which is commonly referred to as householding, potentially provides extra convenience for stockholders and cost savings for companies. We and some brokers household annual reports and proxy materials, delivering a single annual report and/or proxy statement to multiple stockholders sharing an address unless contrary instructions have been received from the affected stockholders.

Once you have received notice from your broker or us that they or we will be householding materials to your address, householding will continue until you are notified otherwise or until you revoke your consent.

If, at any time, (1) you no longer wish to participate in householding and would prefer to receive a separate annual report and/or proxy statement in the future or (2) you and another stockholder sharing the same address wish to participate in householding and prefer to receive a single copy of our annual report and/or proxy statement, please notify your broker if your shares are held in a brokerage account or us if you hold registered shares. You can notify us by sending a written request to Investor Relations, 80 Lambert Road, Windsor, Connecticut 06095, or call 860-298-4500.

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APPENDIX A

SS&C TECHNOLOGIES HOLDINGS, INC.

2014 STOCK OPTION PLAN

1. **Purpose**

The purpose of this 2014 Stock Option Plan (the **Plan**) of SS&C Technologies Holdings, Inc., a Delaware corporation (the **Company**), is to advance the interests of the Company's stockholders by enhancing the ability of the Company and Company Affiliates to attract, retain and motivate persons who are expected to make important contributions and by providing such persons with equity ownership opportunities that are intended to better align the interests of such persons with those of the Company's stockholders. The Plan shall become effective on the date the Plan is approved by the Company's stockholders (the **Effective Date**). Certain terms used herein are defined in Section 9 of the Plan.

2. **Eligibility**

All employees and officers of the Company or a Company Affiliate, as well as consultants and advisors to the Company or a Company Affiliate (as the terms consultants and advisors are defined and interpreted for purposes of Form S-8 under the Securities Act, or any successor form), are eligible to be granted Awards under the Plan. However, non-employee directors of the Company are not eligible to receive Awards under the Plan. Each person who is granted an Award under the Plan is deemed a **Participant**. The Plan provides for the following types of awards, each of which is referred to as an **Award**: Options and SARs (as defined in Section 5). Except as otherwise provided by the Plan, each Award may be made alone or in addition or in relation to any other Award. The terms of each Award need not be identical, and Participants need not be treated uniformly under the Plan.

3. **Administration of the Plan**

The Plan will be administered by the Board. To the extent permitted by applicable law, the Board may delegate any or all of its powers under the Plan to a Committee. The Board and, to the extent such authority has been delegated to it, a Committee: (1) shall have authority to grant Awards; (2) shall have authority to adopt, amend and repeal such administrative rules, guidelines and practices relating to the Plan as it shall deem advisable; (3) may construe and interpret the terms of the Plan and any Award Agreement entered into under the Plan and make all determinations necessary or advisable in administering the Plan and Award Agreements; and (4) may correct any defect, supply any omission or reconcile any inconsistency in the Plan or any Award Agreement. The term **Plan Administrator** means, as applicable, the Board or a Committee. All actions and decisions by the Plan Administrator with respect to the Plan and any Awards shall be made in its sole discretion and shall be final and binding on all persons having or claiming any interest in the Plan or in any Award. By accepting any Award, each Participant acknowledges and agrees that all actions and decisions of the Plan Administrator are final, binding and conclusive.

4. **Stock Available for Awards**

(a) **Number of Shares; Share Counting.**

(1) **Authorized Number of Shares.** Subject to adjustment under Section 6, Awards may be made under the Plan for up to 3,000,000 shares of common stock, \$0.01 par value per share, of the Company (the **Common Stock**). The Company may also continue to make grants under the 2008 Stock Incentive Plan and the 2006 Equity Incentive Plan pursuant to the terms of such plans.

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(2) Shares issued under the Plan may consist in whole or in part of authorized but unissued Shares or treasury Shares. Any or all Awards (up to 3,000,000 Shares) may be in the form of Incentive Stock Options.

(3) **Share Counting**. For purposes of counting the authorized number of Shares available for the grant of Awards under the Plan under this Section 4(a) and the sub-limit specified in Section 4(b):

(A) if any Award expires, terminates or is otherwise surrendered, canceled, forfeited or repurchased by the Company at its original issuance price pursuant to a contractual repurchase right, the unused Shares covered by such Award shall again be available for the grant of Awards; *provided, however*, that in the case of Incentive Stock Options, the foregoing shall be subject to any limitations under the Code; and

(B) Shares delivered (either by actual physical delivery, attestation, or net exercise) to the Company by a Participant to (i) purchase Shares upon the exercise of an Award or (ii) satisfy tax withholding obligations (including Shares retained from the Award creating the tax obligation) shall not be added back to the number of Shares available for the future grant of Awards.

(b) **Annual Per-Participant Limits**. Subject to adjustment under Section 6, the maximum number of Shares with respect to which Options or SARs may be granted to any Participant under the Plan shall be 500,000 per calendar year. The per-Participant limits described in this Section 4(b) shall be construed and applied consistently with Section 162(m).

(c) **Minimum Vesting**.

(1) Awards granted to Participants that (1) vest solely based on the passage of time shall not vest in full over less than three years from the date of grant (and may vest in monthly, quarterly or pro rata installments) and (2) that do not vest solely based on the passage of time shall not vest prior to the first anniversary of the date of grant, *provided that*, such minimum vesting shall not apply to Awards granted (1) in lieu of salary, bonus or other compensation otherwise earned by or payable to the Participant or (2) as a material inducement to a person or persons being hired by the Company or any Company Affiliate.

(2) Notwithstanding the foregoing, the Plan Administrator, either at the time an Award is granted or at any time thereafter, may allow an Award to accelerate and become vested, in whole or in part, prior to the vesting date specified above, in the event of the death or disability of the Participant, the termination of the Participant's employment by or service to the Company or a Company Affiliate under specified circumstances, or a merger, consolidation, sale, reorganization or recapitalization of the Company or a Company Affiliate.

5. **Awards**.

(a) **Stock Options**. The Plan Administrator may grant options to purchase Shares (each, an ***Option***) and determine the number of Shares to be covered by each Option. Options may be Incentive Stock Options or Nonqualified Stock Options. Except as set forth in the Plan, the Plan Administrator shall determine the conditions and limitations applicable to the exercise of each Option, including conditions relating to compliance with applicable securities laws, as it considers necessary or advisable. Incentive Stock Options shall only be granted to employees of the Company or any

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Company Affiliate who are eligible under Section 422 of the Code to receive Incentive Stock Options, and shall be subject to and construed consistently with the requirements of Section 422 of the Code. The Company shall have no liability to a Participant, or any other party, if an Option (or any part thereof) that is intended to be an Incentive Stock Option is not an Incentive Stock Option or if the Company converts an Incentive Stock Option to a Nonqualified Stock Option.

(b) Stock Appreciation Rights. The Plan Administrator may grant Awards consisting of stock appreciation rights entitling the holder, upon exercise, to receive an amount of Common Stock or cash or a combination thereof (such form to be determined by the Plan Administrator) determined in whole or in part by reference to appreciation, from and after the date of grant, in the fair market value of a share of Common Stock over the reference price established pursuant to Section 5(c) (**SARs**). The date as of which such appreciation is determined shall be the exercise date. SARs may be granted in tandem with, or independently of, Options granted under the Plan.

(1) Tandem Awards. When SARs are expressly granted in tandem with Options, (i) the SAR will be exercisable only at such time or times, and to the extent, that the related Option is exercisable (except to the extent designated by the Plan Administrator in connection with a Corporate Event) and will be exercisable in accordance with the procedure required for exercise of the related Option; (ii) the SAR will terminate and no longer be exercisable upon the termination or exercise of the related Option, except to the extent designated by the Plan Administrator in connection with a Corporate Event and except that a SAR granted with respect to less than the full number of shares covered by an Option will not be reduced until the number of shares as to which the related Option has been exercised or has terminated exceeds the number of shares not covered by the SAR; (iii) the Option will terminate and no longer be exercisable upon the exercise of the related SAR; and (iv) the SAR will be transferable only with the related Option.

(2) Independent SARs. A SAR not expressly granted in tandem with an Option will become exercisable at such time or times, and on such conditions, as the Plan Administrator may specify in the SAR Award.

(c) Exercise or Reference Price. The Plan Administrator shall establish the exercise price of each Option or the reference price for each SAR, or the formula by which such exercise price or reference price will be determined. The exercise or reference price shall be specified in the applicable Award Agreement. The exercise or reference price shall be not less than 100% of the Fair Market Value of the Common Stock on the date of grant; *provided* that, for the avoidance of doubt, if the Plan Administrator approves the grant of an Option or SAR with an effective date that is a specified future date, the exercise or reference price shall be not less than 100% of the Fair Market Value on such future effective date.

(d) Duration. Each Option and SAR shall be exercisable at such times and subject to such terms and conditions as specified in the applicable Award Agreement; *provided, however*, that no Option or SAR will be granted with a term in excess of 10 years.

(e) Exercise of Awards. Except as otherwise provided in the applicable Award Agreement, Options and SARs may be exercised by delivery to the Company of a notice of exercise in a form (which may be electronic) approved by the Company, together with, for Options, payment in full of the exercise price for the number of Shares for which the Option is exercised (in the manner specified below) and any required tax withholding (in the manner specified in Section 7(d)). Shares subject to

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the Option and SAR (if any) will be issued (either in certificated form or the electronic equivalent thereof) as soon as practicable following exercise.

(f) **Payment Upon Exercise of Options.** Except as may otherwise be provided in the applicable Award Agreement or approved by the Plan Administrator, Shares purchased upon the exercise of an Option granted under the Plan shall be paid for as follows:

(1) in cash or by check, payable to the order of the Company (or, to the extent provided in the applicable Award Agreement, a Company Affiliate);

(2) by (i) delivery of an irrevocable and unconditional undertaking by a creditworthy broker to deliver promptly to the Company sufficient funds to pay the exercise price and any required tax withholding or (ii) delivery by the Participant to the Company of a copy of irrevocable and unconditional instructions to a creditworthy broker to deliver promptly to the Company cash or a check sufficient to pay the exercise price and any required tax withholding;

(3) by delivery at the time of exercise (either by actual physical delivery or by attestation) of Shares owned by the Participant valued at their Fair Market Value, provided (i) such method of payment is then permitted under applicable law, (ii) such Shares, if acquired directly from the Company or a Company Affiliate, were owned by the Participant for such minimum period of time, if any, as may be established by the Plan Administrator, and (iii) such Shares are not subject to any repurchase, forfeiture, unfulfilled vesting or other similar requirements;

(4) with respect to a Nonqualified Stock Option, by delivery of a notice of net exercise, as a result of which the Participant would receive (i) the number of Shares underlying the portion of the Option being exercised, less (ii) such number of Shares as is equal to (A) the aggregate exercise price for the portion of the Option being exercised divided by (B) the Fair Market Value on the date of exercise; or

(5) any combination of the above forms of payment.

(6) In addition, Shares purchased upon the exercise of an Option may be paid for by the Participant by payment of such other lawful consideration as the Plan Administrator may determine.

(g) **Limitation on Repricing.** Unless such action is approved by the Company's stockholders, the Company may not (except as provided for under Section 6): (1) amend any outstanding Award granted under the Plan to provide an exercise or reference price per Share that is lower than the then-current exercise or reference price per Share of such outstanding Award; (2) cancel any outstanding Award (whether or not granted under the Plan) and grant in substitution therefor new Awards covering the same or a different number of Shares and having an exercise or reference price per Share lower than the then-current exercise or reference price per Share of such cancelled Award; (3) cancel in exchange for a cash payment any outstanding Award with an exercise or reference price per Share above the then-current Fair Market Value; or (4) take any other action under the Plan that constitutes a repricing within the meaning of NASDAQ rules.

(h) **No Reload.** No Award granted under the Plan shall contain any provision entitling the Participant to the automatic grant of additional Awards in connection with any exercise of the original Award.

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(i) No Dividend Equivalents. No Award shall provide for the payment or accrual of dividend equivalents.

6. Adjustments for Changes in Common Stock, Change in Control and Corporate Events.

(a) In the event of any stock split, reverse stock split, stock dividend, recapitalization, combination of Shares, reclassification of Shares, spin-off or other similar change in capitalization or event, or any dividend or distribution to holders of Common Stock other than an ordinary cash dividend, (i) the number and class of securities available under the Plan, (ii) the share counting rules and sub-limits specified in Sections 4(a) and 4(b), (iii) the minimum vesting provisions specified in Section 4(c), (iv) the number and class of securities and exercise price per Share of each outstanding Option and (v) the number and class of securities and reference prices per share of each outstanding SAR, shall be equitably adjusted by the Company (or substituted Awards may be made, if applicable) in the manner determined in the sole discretion of the Plan Administrator.

(b) Change in Control. The Plan Administrator may provide, in an Award Agreement or otherwise, for accelerated vesting or exercisability of an Award in connection with a sale or change of control of the Company.

(c) Corporate Events. In connection with a Corporate Event, the Plan Administrator shall take one or more of the following actions as to outstanding Awards, as determined by the Plan Administrator in its sole discretion, except to the extent specifically provided otherwise in an applicable Award Agreement or another agreement between the Company or a Company Affiliate and the Participant: (i) provide that such Awards shall be continued, assumed, or substantially equivalent awards (as determined by the Plan Administrator in its sole discretion) shall be substituted, by the acquiring or succeeding corporation (or an affiliate thereof), (ii) upon written notice to a Participant, provide that outstanding Awards shall become fully vested and exercisable within a specified period prior to such Corporate Event (contingent on the occurrence of the Corporate Event) and that any unexercised Awards shall terminate upon such Corporate Event, (iii) provide that outstanding Awards shall become fully vested and exercisable upon such Corporate Event (contingent on the occurrence of the Corporate Event), (iv) settle such Awards for an amount (as determined in the sole discretion of the Plan Administrator) of cash or securities equal to the in-the-money spread value (if any) of such Awards, in exchange for the termination of such Award, (v) provide that, in connection with a dissolution or complete liquidation of the Company, Awards shall convert into the right to receive liquidation proceeds (net of the exercise or reference price thereof and any applicable tax withholdings) or (vi) any combination of the foregoing. For the avoidance of doubt, in the event Awards are settled pursuant to (iv) above, any Award for which the exercise or reference price is equal to or exceeds the per share value of the consideration to be paid in the Corporate Event will be terminated without payment therefor. In taking any of the actions permitted under this Section 6(c), the Plan Administrator shall not be obligated to treat all Awards, all portions of any individual Award, all Awards held by a Participant, or all Awards of the same type, identically.

7. General Provisions Applicable to Awards

(a) Transferability of Awards. Awards shall not be sold, assigned, transferred, pledged or otherwise encumbered by the Participant, either voluntarily or by operation of law, except by will or the laws of descent and distribution or, other than in the case of an Incentive Stock Option or an Award subject to Section 409A of the Code, pursuant to a qualified domestic relations order, and, during the

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life of the Participant, shall be exercisable (if applicable) only by the Participant; *provided, however*, that, except with respect to an Incentive Stock Option (unless such Incentive Stock Option is modified to become a Nonqualified Stock Option) or an Award subject to Section 409A of the Code, the Plan Administrator may permit or provide in the applicable Award Agreement for the gratuitous transfer of the Award by the Participant to or for the benefit of any immediate family member, family trust or other entity established for the benefit of the Participant and/or an immediate family member thereof if the Company would be eligible to use Form S-8 under the Securities Act for the registration of the sale of the Shares subject to such Award to such proposed transferee; *provided further*, that neither the Company nor any Company Affiliate shall be required to recognize any such transfer until such time as such transferee shall, as a condition to such transfer, deliver a written instrument in form and substance satisfactory to the Company confirming that such transferee shall be bound by all of the terms and conditions of the applicable Award Agreement. References to a Participant, to the extent relevant in the context, shall include references to authorized transferees. For the avoidance of doubt, nothing contained in this Section 7(a) shall be deemed to restrict a transfer to the Company or a Company Affiliate.

(b) Documentation. Each Award Agreement may contain terms and conditions in addition to those specified in the Plan.

(c) Termination of Status. Except as may otherwise be provided in an Award Agreement, if a Participant terminates employment or service with the Company or a Company Affiliate for any reason, any Award that is then (i) not vested shall terminate and be forfeited on the date of such employment or service termination, and (ii) vested shall remain exercisable for 90 days after the termination date (or if earlier, the expiration date set forth in the Award Agreement).

(d) Withholding. The Participant must satisfy all income and employment tax withholding obligations before the Company or a Company Affiliate will deliver stock certificates (or the electronic equivalent thereof), cash or otherwise recognize ownership of the Shares upon the exercise or settlement of an Award. The Company or a Company Affiliate may elect to satisfy the withholding obligations through additional withholding on salary or wages. If the Company or a Company Affiliate elects not to or cannot withhold from other compensation, the Participant (either directly or through a broker) must pay to the Company or a Company Affiliate the full amount, if any, required for withholding. Except as otherwise may be provided for in an Award Agreement or approved by the Plan Administrator, a Participant may satisfy such tax obligations in whole or in part by delivery (either by actual physical delivery or by attestation) of Shares, including Shares retained from the Award creating the tax obligation, valued at their Fair Market Value (determined, for purposes of this Section 7(d), as of the date the tax obligation arises instead of the date of grant); *provided, however*, except as otherwise provided by the Plan Administrator, that the total tax withholding where stock is being used to satisfy such tax obligations cannot exceed the minimum statutory withholding obligations (based on minimum statutory withholding rates for federal and state tax purposes, including payroll taxes, that are applicable to such supplemental taxable income). Shares used to satisfy tax withholding requirements cannot be subject to any repurchase, forfeiture, unfulfilled vesting or other similar requirements.

(e) Amendment of Award. Except as otherwise provided in Section 5(g) with respect to repricings, Section 4(c) with respect to the vesting of Awards or Section 8(c) with respect to actions requiring stockholder approval, the Plan Administrator may amend, modify or terminate any outstanding Award. The Participant's consent to such action shall be required (i) unless the Plan

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Administrator determines that the action, taking into account any related action, does not materially and adversely affect the Participant's rights under the Plan or (ii) the change is permitted under Section 6.

(f) Conditions on Delivery of Stock. Neither the Company nor a Company Affiliate will be obligated to deliver any Shares pursuant to the Plan until (i) all conditions of the Award have been met or removed to the satisfaction of the Company, (ii) in the opinion of the Company's counsel, all other legal matters in connection with the issuance and delivery of such Shares have been satisfied, including any applicable securities laws and regulations and any applicable stock exchange or stock market rules and regulations, and (iii) the Participant has executed and delivered to the Company such representations or agreements as the Company may consider appropriate to satisfy the requirements of any applicable laws, rules or regulations.

(g) Acceleration. Except as otherwise provided in Section 4(c), the Plan Administrator may at any time provide that any Award shall become immediately exercisable in whole or in part.

8. Miscellaneous

(a) No Right To Employment or Other Status. No person shall have any claim or right to be granted an Award by virtue of the adoption of the Plan, and the grant of an Award shall not be construed as giving a Participant the right to continued employment or any other relationship with the Company or any Company Affiliate. The Company and each Company Affiliate expressly reserve the right at any time to dismiss or otherwise terminate their relationship with a Participant free from any liability or claim under the Plan, except as expressly provided in the applicable Award Agreement.

(b) No Rights As Stockholder. Subject to the provisions of the applicable Award Agreement, no Participant, nor any legal representative of the Participant's estate or legatee of the Participant under the Participant's will, shall have any rights as a stockholder with respect to any Shares to be issued with respect to an Award until becoming the record holder of such Shares.

(c) Amendment of Plan. The Plan Administrator may amend, suspend or terminate the Plan or any portion thereof at any time provided that (i) no amendment that would require stockholder approval under the rules of NASDAQ may be made effective unless and until the Company's stockholders approve such amendment; and (ii) if NASDAQ amends its corporate governance rules so that such rules no longer require stockholder approval of material revisions to equity compensation plans, then, from and after the effective date of such amendment to NASDAQ rules, no amendment to the Plan (A) increasing the number of Shares authorized under the Plan (other than pursuant to Section 6), (B) expanding the types of Awards that may be granted under the Plan, (C) materially expanding the class of participants eligible to participate in the Plan or (D) repealing the prohibition against repricing set forth in Section 5(g) shall be effective unless and until the Company's stockholders approve such amendment. To the extent required for purposes of Section 422 of the Code or Section 162(m) of the Code, other amendments to the Plan shall be subject to approval by the Company's stockholders. Unless otherwise specified in the applicable amendment, any amendment to the Plan adopted in accordance with this Section 8(c) shall apply to, and be binding on the holders of, all Awards outstanding under the Plan at the time the amendment is adopted, provided the Plan Administrator determines that such amendment, taking into account any related action, does not materially and adversely affect the rights of Participants under the Plan. No Award shall be made that is conditioned upon stockholder approval of any amendment to the Plan unless the Award provides that (i) it will

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terminate or be forfeited if stockholder approval of such amendment is not obtained within no more than 12 months from the date of grant and (2) it may not be exercised or settled (or otherwise result in the issuance of Shares) prior to such stockholder approval.

(d) Authorization of Sub-Plans (Including for Grants to Non-U.S. Employees). The Plan Administrator may from time to time establish one or more sub-plans under the Plan for purposes of satisfying applicable securities, tax or other laws of various jurisdictions. The Plan Administrator shall establish such sub-plans by adopting supplements to the Plan containing (i) such limitations on the Plan Administrator's discretion under the Plan as the Plan Administrator deems necessary or desirable or (ii) such additional terms and conditions not otherwise inconsistent with the Plan as the Plan Administrator shall deem necessary or desirable. All supplements adopted by the Plan Administrator shall be deemed to be part of the Plan, but each supplement shall apply only to Participants within the affected jurisdiction.

(e) Compliance with Section 409A of the Code.

(1) Notwithstanding anything else herein, the Company makes no representation or warranty and shall have no liability to the Participant or any other person if any provisions of or payments, compensation or other benefits under the Plan are determined to constitute nonqualified deferred compensation subject to Section 409A of the Code but do not satisfy the conditions thereof.

(2) Awards are intended to be exempt from Section 409A of the Code to the maximum extent possible. With respect to any Awards subject to Section 409A of the Code, the Plan is intended to comply with the requirements of Section 409A of the Code, and the provisions of the Plan and any applicable Award Agreement shall be interpreted in a manner that satisfies the requirements of Section 409A of the Code, and the Plan shall be operated accordingly. If any provision of the Plan or any term or condition of any Award would otherwise frustrate or conflict with this intent, the provision, term or condition will be interpreted and deemed amended so as to avoid this conflict.

(3) Except as provided in any individual Award Agreement initially or by amendment, if and to the extent (i) any portion of any payment, compensation or other benefit provided to a Participant pursuant to the Plan in connection with his or her employment termination constitutes nonqualified deferred compensation within the meaning of Section 409A of the Code and (ii) the Participant is a specified employee as defined in Section 409A(a)(2)(B)(i) of the Code, in each case as determined by the Company in accordance with its procedures, such portion of the payment, compensation or other benefit shall not be paid before the day that is six months plus one day after the date of separation from service (as determined under Section 409A of the Code) (the ***New Payment Date***), except as Section 409A of the Code may then permit. The aggregate of any payments that otherwise would have been paid to the Participant during the period between the date of separation from service and the New Payment Date shall be paid to the Participant in a lump sum (without interest) on such New Payment Date, and any remaining payments will be paid on their original schedule. By accepting an Award, each Participant agrees that he or she is bound by the foregoing determinations and procedures.

(f) Limitations on Liability. Notwithstanding any other provisions of the Plan, no Plan Administrator nor any individual acting as a director, officer, or employee of the Company or a Company Affiliate will be liable to any Participant, former Participant, spouse, beneficiary, or any other person for any claim, loss, liability, or expense incurred in connection with the Plan, nor will such individual be personally liable with respect to the Plan because of any contract or other instrument

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he or she executes in his or her capacity as Plan Administrator or as a director, officer, or employee of the Company or a Company Affiliate.

(g) **Governing Law**. The provisions of the Plan and all Awards made hereunder shall be governed by and interpreted in accordance with the laws of the State of Delaware, excluding choice-of-law principles of the law of such state that would require the application of the laws of a jurisdiction other than the State of Delaware.

(h) **Effectiveness and Term**. The Plan was adopted on February 27, 2014 by the Board, subject to the approval by the Company's stockholders at the 2014 Annual Meeting of Stockholders on May 29, 2014. Any Awards granted under the Plan prior to such stockholder approval shall be conditioned upon such approval and shall be null and void if such approval is not obtained. The Plan will only be effective if it is approved by the Company's stockholders at the 2014 Annual Meeting, and if not approved by the Company's stockholders, the Plan and any Awards thereunder will be null and void in their entirety. The Plan will automatically terminate on May 29, 2024, *provided* that any Awards granted before the Plan's termination will remain in effect in accordance with their terms.

9. **Definitions**

(a) ***Award Agreement*** means any agreement, contract or other instrument or document (whether written or electronic) evidencing an Award granted under the Plan, which the Company may require to be executed or acknowledged by a Participant.

(b) ***Board*** means the Board of Directors of the Company.

(c) ***Code*** means the Internal Revenue Code of 1986 and any regulations thereunder, each as amended from time to time.

(d) ***Commission*** means the U.S. Securities and Exchange Commission.

(e) ***Committee*** means (i) the Compensation Committee of the Board or (ii) any other committee or subcommittee of the Board to the extent that the Board's powers or authority under the Plan have been delegated to such committee or subcommittee by the Board or by the Compensation Committee of the Board.

(f) ***Company*** means collectively SS&C Technologies Holdings, Inc. and each SS&C Technologies Holdings, Inc. Affiliate at the relevant applicable time.

(g) ***Company Affiliate*** means (i) any of the Company's present or future parent or subsidiary corporations (as defined in Sections 424(e) or (f) of the Code) during the time that such parent or subsidiary corporation satisfies such definition and (ii) any other business venture (including, without limitation, joint venture or limited liability company) in which the Company has a direct or indirect controlling interest, as determined from time to time by the Plan Administrator.

(h) ***Corporate Event*** means any reorganization, merger, consolidation, liquidation, dissolution or sale, transfer, exchange or other disposition of all or substantially all of the capital stock or assets of the Company, exchange of Common Stock or other securities of the Company, issuance of warrants or other rights to purchase Common Stock or other securities of the Company, the acquisition or disposition of any material assets or business or other similar corporate transaction or event (other than the changes in capitalization referred to in Section 6(a)).

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- (i) ***Delaware Law*** means the General Corporation Law of the State of Delaware, as amended from time to time.
- (j) ***Economic Value*** means, unless otherwise provided by the Plan Administrator with respect to any particular Award, the amount reportable by the Participant as taxable compensation for federal income tax purposes with respect to such Award (other than Incentive Stock Options) or, in the case of an Incentive Stock Option, the amount that would have been reportable by the Participant as taxable compensation for federal income tax purposes with respect to such Award if such Incentive Stock Option had been a Nonqualified Stock Option.
- (k) ***Exchange Act*** means the Securities Exchange Act of 1934, as amended from time to time.
- (l) ***Fair Market Value*** means the fair market value per share of Common Stock, determined as follows:
- (1) if the Common Stock trades on a national securities exchange, the closing sale price (for the primary trading session) on the date of determination; or
- (2) if the Common Stock does not trade on any such exchange, the average of the closing bid and asked prices as reported by an authorized OTCBB market data vendor as listed on the OTCBB website (otcbb.com) (or another similar system then in use as determined by the Plan Administrator) on the date of determination; or
- (3) if the Common Stock is not publicly traded, the Plan Administrator will determine the Fair Market Value for purposes of the Plan using any measure of value it determines to be appropriate (including, as it considers appropriate, relying on appraisals) in a manner consistent with the valuation principles under Section 409A of the Code, except as the Plan Administrator may expressly determine otherwise.
- For any date of determination that is not a trading day, the Fair Market Value of a share of Common Stock for such date will be determined by using the closing sale price or average of the bid and asked prices, as appropriate, for the immediately preceding trading day. The Plan Administrator can substitute a particular time of day or other measure of closing sale price or bid and asked prices if appropriate because of exchange or market procedures or can use weighted averages either on a daily basis or such longer period as complies with Section 409A of the Code.
- (m) ***Incentive Stock Option*** means an Option that the Plan Administrator designates as an incentive stock option as defined in Section 422 of the Code.
- (n) ***NASDAQ*** means National Association of Securities Dealers Automated Quotations.
- (o) ***Nonqualified Stock Option*** means an Option that is not designated as an Incentive Stock Option.
- (p) ***Section 162(m)*** means Section 162(m) of the Code.
- (q) ***Securities Act*** means the Securities Act of 1933, as amended from time to time.
- (r) ***Share*** means a share of Common Stock.

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APPENDIX B

SS&C TECHNOLOGIES HOLDINGS, INC. EXECUTIVE BONUS PLAN

Section 1. Purpose. The purpose of the Executive Bonus Plan (Plan) of SS&C Technologies Holdings, Inc. (the Company) is to provide incentive compensation to each Participant who is or may be a covered employee within the meaning of §162(m) of the Internal Revenue Code of 1986, as amended (Section 162(m)) while securing, to the extent practicable, a tax deduction for incentive compensation payments to each such Participant. *Capitalized terms are defined at the end of this document.*

Section 2. Establishment of Bonus Pool. For each Performance Period, by the Determination Date, the Committee will, in writing, (1) establish an Incentive Pool, (2) designate Participants and (3) determine each Participant's Award Opportunity, and may, in each case, consider input from the Company's CEO. The Award Opportunity for any Participant may not be increased in any way after the Determination Date, including as a result of reduction (or forfeiture) of another Participant's Award Opportunity.

Section 3. Certification of Bonus Pool. After each Performance Period's completion and prior to any Bonus payment, the Committee shall certify, in writing, the size of the Incentive Pool resulting from achievement of the applicable Performance Goals (and each Participant's resulting Award Opportunity amount).

Section 4. Determination of Individual Bonus Amounts. Once each Participant's Award Opportunity amount is certified, the Committee shall determine each Participant's Bonus amount payable (which may be less than, but not more than, the Participant's certified Award Opportunity amount), provided that the maximum Bonus payable to any Participant with respect to any fiscal year of the Company may not exceed \$15,000,000. The determination of the foregoing Bonus amounts payable may be based on any criteria the Committee determines are relevant and may include input from the Company's CEO.

Section 5. Payment of Bonuses. Bonuses may be paid in cash or Company stock awards (with the value of any such Company stock awards determined based on the grant date value calculated in accordance with Generally Accepted Accounting Principles). Each Participant's Bonus shall be paid no later than two and a half months after the end of the Performance Period for which such Bonus is earned, but in no event before the certification in Section 3 and the determination in Section 4. No Participant has any right to payment unless and until the Committee determines the amount, form and timing of such payment.

Section 6. Administration. The Committee shall administer the Plan, and may delegate its duties and powers in whole or in part to any subcommittee; any such subcommittee shall consist solely of at least two individuals intended to qualify as Non-Employee Directors. The Committee is authorized to interpret the Plan, to establish, amend or rescind any rules and regulations and to make any other determination that it deems necessary or desirable for the Plan's administration. All Committee determinations shall be final, binding and conclusive.

Section 7. Termination of Employment. A Participant who terminates employment during the Performance Period shall automatically forfeit their Award Opportunity for the Performance Period which includes the Participant's employment termination date. The Committee has discretion to forfeit (or not) the Award Opportunity of a Participant who terminates employment after the Performance

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Period but prior to the payment of a Bonus for that Performance Period. Any Bonuses under this provision will be paid at the same time as for all other Participants as described above.

Section 8. Miscellaneous.

(a) Withholding. The Company has the right to deduct from any payment made under the Plan any federal, state, local or foreign income, payroll, or other taxes required by law to be withheld with respect to such payment.

(b) No Limitation on Rights of the Company. An Award Opportunity grant shall not in any way affect the Company's right or power to make adjustments, reclassifications or changes in its capital or business structure, or to merge, consolidate, dissolve, liquidate, sell or transfer all or any part of its business or assets. Neither the Company nor any of its officers, directors, employees, or agents shall have any liability to any Participant (or beneficiaries or heirs) hereunder or otherwise on account of any action taken, or not taken, in good faith by any of the foregoing persons with respect to the Company's business or operations. Participation in the Plan imposes no obligation on the Company, its subsidiaries, or any affiliate to continue (and shall not lessen or affect any right to terminate) such Participant's employment.

(c) Amendment and Termination; Waiver. The Committee may amend, modify or terminate this Plan at any time provided such amendments, modifications, or terminations, unless required by law, become effective in the next Performance Period. No amendment requiring shareholder approval is effective unless and until so approved. This Plan will continue until terminated by the Committee, subject to Section 8(f) and any subsequent shareholder re-approval required by Section 162(m). The Company's failure to enforce at any time any Plan provision shall in no way be construed to be a waiver of such provision or of any other provision hereof.

(d) Successors and Assignment. Except as herein provided, this Plan is binding upon the parties hereto, their heirs, executors, administrators, successors (including but not limited to successors resulting from any corporate merger or acquisition) or assigns. A Participant may not assign, alienate, attach, sell, transfer, pledge or otherwise dispose of or encumber the rights to an Award Opportunity, other than by will or the laws of descent and distribution. Any attempt to do so contrary to the provisions hereof, and the levy of any execution, attachment or similar process on any Award Opportunity shall be null, void and without effect.

(e) Governing Law; Plan Unfunded. This Plan is governed by and construed according to the laws of the State of Delaware without regard to conflict of law principles. The Company shall not be required to establish any special or separate fund or to make any other segregation of assets to assure the payment of any amounts under the Plan.

(f) Effective Date. This Plan is adopted March 7, 2014 subject to the affirmative vote of the holders of a majority of all shares of Company common stock present in person or by proxy at the Company's Annual Meeting to be held on May 29, 2014. Any Award Opportunities that are granted under the Plan prior to shareholder approval are conditioned upon and subject to such approval.

Section 9. Definitions.

Adjusted Consolidated EBITDA : the Company's earnings before interest, taxes, depreciation and amortization (*EBITDA*), adjusted to exclude stock compensation expense, unusual items and other non-cash charges.

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Award Opportunity : the percentage of the Incentive Pool allocated to each Participant, provided that aggregate Award Opportunities for all Participants may not exceed 100%.

Bonus : the portion of an Award Opportunity, if any, that the Committee determines to pay to a Participant for a Performance Period.

Committee : the Compensation Committee of the Board of Directors of the Company, or a subcommittee to which the Compensation Committee delegates its duties, made up solely of individuals intended to qualify as Non-Employee Directors.

Determination Date : the 90th day after the beginning of the Performance Period, or such earlier date not inconsistent with Treasury Regulation Section 1.162-27(e)(2).

Incentive Pool : a bonus pool calculated solely based on the achievement of one or more Performance Goals or a formula or formulae derived from such Performance Goals, provided, that Performance Goals used for such determination for a specified Performance Period may not be modified after that Performance Period's Determination Date.

Non-Employee Director : a non-employee director under Rule 16b-3 of the Securities Exchange Act of 1934, as amended from time to time (or any successor rule thereto) and an outside director within the meaning of Section 162(m) (or any successor section thereto).

Participant : a Company officer that the Committee designates in writing as a Plan participant by the Determination Date.

Performance Goals : one or more of the following business criterion or criteria designated on a Company specific basis, business unit basis or in comparison with peer group performance: (a) earnings per share; (b) Adjusted Consolidated EBITDA; (c) net income; (d) operating income; (e) return on shareholders' equity or return on investments; (f) attainment of strategic and operational initiatives; (g) economic value-added models; (h) maintenance or improvement of profit margins; (i) stock price, including as compared to one or more stock indices; (j) market share; (k) revenues, sales or net sales; (l) return on assets; (m) book value per share; (n) expense management; (o) improvements in capital structure; (p) costs; and/or (q) cash flow, in each case as may be calculated without regard to extraordinary, unusual and/or non-recurring items to the extent permitted by Section 162(m).

Performance Period : the time period designated by the Committee with respect to which a Participant may be granted the opportunity to earn a Bonus amount, to the extent consistent with Treasury Regulation Section 1.162-27(e)(2).

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**ANNUAL MEETING OF STOCKHOLDERS OF
SS&C TECHNOLOGIES HOLDINGS, INC.**

May 29, 2014

GO GREEN

e-Consent makes it easy to go paperless. With e-Consent, you can quickly access your proxy material, statements and other eligible documents online, while reducing costs, clutter and paper waste. Enroll today via www.amstock.com to enjoy online access.

NOTICE OF INTERNET AVAILABILITY OF PROXY MATERIAL:

The proxy statement and proxy card
are available at <http://www.sstech.com/2014annualmeeting>

Please sign, date and mail

your proxy card in the

envelope provided as soon

as possible.

Please detach along perforated line and mail in the envelope provided.

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The Board of Directors recommends a vote FOR the nominees listed in Proposal 1 to serve for a term ending in 2017 and FOR Proposals 2, 3, 4 and 5.

PLEASE SIGN, DATE AND RETURN PROMPTLY IN THE ENCLOSED ENVELOPE. PLEASE MARK YOUR VOTE IN BLUE OR BLACK INK AS SHOWN HERE x

| | | | | |
|--|--|-----|---------|---------|
| | | FOR | AGAINST | ABSTAIN |
| 1. The election of the nominees listed below as Class I directors. | 2. The approval of the compensation of the named executive officers. | .. | .. | .. |

NOMINEES:

| | | |
|----|-------------------------|----------------------|
| .. | FOR ALL NOMINEES | Normand A. Boulanger |
| | | David A. Varsano |

| | | | |
|--|-----|---------|---------|
| | FOR | AGAINST | ABSTAIN |
| | .. | .. | .. |

WITHHOLD AUTHORITY

3. The approval of the SS&C 2014 Stock Option Plan.

.. **FOR ALL NOMINEES**

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**FOR ALL EXCEPT
VOTE WITHHELD FROM THE FOLLOWING**

FOR AGAINST ABSTAIN

NOMINEE: _____.

4. The approval of the SS&C Executive Bonus Plan.

.. .. .

5. The ratification of PricewaterhouseCoopers LLP as our independent registered public accounting firm for the fiscal year ending December 31, 2014.

FOR AGAINST ABSTAIN
.. .. .

The undersigned acknowledges receipt from the Company before the execution of this proxy of the Notice of Annual Meeting of Stockholders, a Proxy Statement for the Annual Meeting of Stockholders and the 2013 Annual Report to Stockholders.

To change the address on your account, please check the box at right and indicate your new address in the address space above. Please note that changes to the registered name(s) on the account may not be submitted via this method.

Signature of Stockholder

Date:

Signature of Stockholder

Date:

Note: Please sign exactly as your name or names appear on this Proxy. When shares are held jointly, each holder should sign. When signing as executor, administrator, attorney, trustee or guardian, please give full title as such. If the signer is a corporation, please sign full corporate name by duly authorized officer, giving full title as such. If signer is a partnership, please sign in partnership name by authorized person.

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SS&C TECHNOLOGIES HOLDINGS, INC.

80 Lamberton Rd

Windsor, CT 06095

THIS PROXY IS SOLICITED ON BEHALF OF THE BOARD OF DIRECTORS

The undersigned hereby appoints William C. Stone, Patrick J. Pedonti and Paul G. Igoe as proxy holders, each with full power of substitution, to represent and vote as designated on the reverse side, all the shares of Common Stock of SS&C Technologies Holdings, Inc. held of record by the undersigned on April 1, 2014, at the Annual Meeting of Stockholders to be held at the Company's headquarters located at 80 Lamberton Rd, Windsor, CT, 06095, at 9:00 a.m. on May 29, 2014, or any adjournment or postponement thereof.

If you sign and return this proxy card but do not give any direction, this proxy will be voted FOR the nominees listed in Proposal 1, FOR Proposals 2, 3, 4 and 5, and in the discretion of the proxies upon such other matters as may properly come before the Annual Meeting and at any adjournment or postponement thereof.

(Continued and to be signed on the reverse side)

14475

