ROBBINS GELLER RUDMAN
& DOWD LLP
RANDALL J. BARON (150796)
A. RICK ATWOOD, JR. (156529)
DAVID T. WISSBROECKER (243867)
EDWARD M. GERGOSIAN (105679)
655 West Broadway, Suite 1900
San Diego, CA 92101
Telephone: 619/231-1058
619/231-7423 (fax)

Attorneys for Plaintiff

[Additional counsel appear on signature page.]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

HERBERT FRANCL, Individually and on Behalf of All Others Similarly Situated, Plaintiff, vs. ARIBA, INC., SAP AMERICA, INC., ROBERT M. CALDERONI, HARRIET EDELMAN, ROBERT D. JOHNSON, RICHARD A. KASHNOW, ROBERT E. KNOWLING, JR., THOMAS F. MONAHAN, KARL E. NEWKIRK, RICHARD F. WALLMAN and DOES 1-25, inclusive, Defendants.	**VIA FAX** Case No. 112CV225222 CLASS ACTION COMPLAINT FOR BREACHES OF FIDUCIARY DUTY AND VIOLATIONS OF STATE LAW

BY FAX

Plaintiff, by his attorneys, alleges as follows:

SUMMARY OF THE ACTION

1. This is a stockholder class action brought on behalf of the holders of Ariba, Inc. ("Ariba" or the "Company") common stock against SAP America, Inc. ("SAP"), Ariba, and the Company's Board of Directors (the "Board") for breaches of fiduciary duty and/or other violations of state law arising out of defendants' efforts to complete the sale of Ariba to SAP pursuant to an unfair process and for an unfair price (the "Proposed Acquisition"). In pursuing the unlawful plan to sell Ariba to SAP, each of the defendants violated applicable law by directly breaching and/or aiding and abetting the other defendants' breaches of their fiduciary duties of loyalty, due care, candor, independence, good faith and fair dealing.

2. Ariba is the world's business commerce network. Ariba combines cloud-based applications with the world's largest web-based trading community to help companies discover and collaborate with a global network of partners. Using the Ariba network, businesses of all sizes can connect to their trading partners anywhere, at any time from any application or device to buy, sell, and manage their cash more efficiently and effectively than ever before. Over 730,000 companies around the world use the Ariba network to simplify inter-enterprise commerce and enhance the results that they deliver.

3. Ariba is an industry leader in cloud computing and SAP hopes to acquire its highly valuable Networked Enterprise going forward, to the detriment of Ariba's public shareholders. Demand for cloud-based software is rising rapidly because the approach allows companies to start using new programs faster and at a lower cost than traditional products that are installed at a customer's own data center.

4. On May 22, 2010, SAP and Ariba entered into an Agreement and Plan of Merger (the "Merger Agreement") pursuant to which SAP will acquire Ariba and will operate it as a wholly owned subsidiary of SAP, for a mere $45 per share in cash.

5. The $45 per share price significantly undervalues Ariba. The Company has seen substantial recent growth. Its share price has skyrocketed from $22.12 on August 19, 2011 to $39.70 on May 7, 2012. On April 26, 2012, Ariba reported for its second quarter ended March 31, 2012,

subscription revenue of $89.2 million, up 32% year-over-year, network revenue of $45.4 million, up 59% year-over-year, total revenue of $131.5 million, up 21% year-over-year, and non-GAAP earnings per share ("EPS") of $0.25 from continuing operations, up 34% year-over-year. Commenting on these results, defendant, Board member and Ariba Chairman and CEO, Robert M. Calderoni ("Calderoni"), stated that, "[a]s evidenced by our strong quarterly results, Ariba continues to perform at a high level . . . . We are executing our strategy, bringing to market new innovations and strategic partnerships that will make it even easier for buyers and sellers to connect and collaborate more efficiently. The combination of these factors is strengthening Ariba's position as the leader of the Networked Enterprise."

6. Ariba's earnings before interest, taxes, depreciation, and amortization ("EBITDA") is projected to more than quadruple to $125 million in the 12 months through September 2012, according to analyst estimates compiled by *Bloomberg*. As a result, at least one analyst set a price target for Ariba stock at $50.00 per share.

7. With Ariba, SAP is now the leading aggressor in cloud M&A. However, its $45 per share offer represents just a 20% premium to Ariba's May 21, 2012 closing price. In December 2011, SAP acquired SuccessFactors, another cloud-computing business, but paid a much higher 52% premium.

8. While Ariba's shareholders are being cut out of the picture, the Company's management is staying on board for the long term. Once the acquisition is finalized, Ariba will operate as a wholly owned subsidiary of SAP. Upon consummation of the deal, Ariba's existing management team will continue to lead Ariba, which will operate as an independent business under the name "Ariba, an SAP company." Moreover, the SAP Executive Board intends to nominate defendant Calderoni to the SAP Global Managing Board after the close of the transaction. Thus, in being retained by SAP, Ariba's management gets the best of both worlds: they can cash out their equity holdings and remain in their current positions without being subject to the hassles and filing requirements of running a publicly traded company.

9. In the Merger Agreement, the Board created a playing field that is tilted in favor of SAP by agreeing to at least three provisions in derogation of their fiduciary duties to Ariba's shareholders, including:

- a "No Shop" provision that requires Ariba to discontinue any discussions with all other potential acquirers and forbids Ariba from entering into new discussions, thus precluding the Board from engaging in a fair process to sell the Company by seeking out the best possible price for Ariba's shareholders as their fiduciary duties require;
- a "Matching Rights" provision that requires Ariba to give SAP full information about competing acquisition proposals within 24 hours and then allows SAP four days to match any competing proposal, thus discouraging competing proposals; and
- a "Termination Fee" provision whereby Ariba has agreed to pay SAP a staggering $150,000,000 in the event Ariba receives a higher offer for its shareholders, despite the no shop provision.

10. Acting on their own self-interest, defendants utilized a defective sales process that was not designed to maximize shareholder value or protect the interests of Ariba shareholders, but rather was designed to divert the Company's valuable assets to SAP. Each of the defendants has breached their fiduciary duties of loyalty, due care, independence, candor, good faith and fair dealing, and/or has aided and abetted such breaches. Rather than acting in the best interests of the Company's shareholders, defendants spent substantial effort tailoring the structural terms of the Proposed Acquisition to aggrandize their own personal interests and to meet the specific needs of SAP, which efforts will eliminate the majority of the equity interest of Ariba's shareholders.

11. In essence, the Proposed Acquisition is the product of a hopelessly flawed process that was designed to ensure the merger of Ariba and SAP, on terms preferential to SAP and defendants, and detrimental to plaintiff and Ariba's shareholders. Plaintiff seeks to enjoin the Proposed Acquisition.

JURISDICTION AND VENUE

12. This Court has jurisdiction over the cause of action asserted herein pursuant to the California Constitution, art. VI, §10, because this case is a cause not given by statute to other trial courts.

13. This Court has jurisdiction over Ariba because Ariba is a citizen of California and Delaware as it is incorporated in Delaware and has its principal place of business at 910 Hermosa Court, Sunnyvale, California. This action is not removable.

14. Venue is proper in this Court because the conduct at issue took place and had an effect in this County.

PARTIES

15. Plaintiff Herbert Francl is, and at all times relevant hereto was, a shareholder of Ariba.

16. Defendant Ariba is a Delaware corporation, headquartered in Sunnyvale, California. Ariba is sued as an aider and abettor herein.

17. Defendant SAP is a Delaware corporation. SAP is sued as an aider and abettor herein.

18. Defendant Calderoni is the Chairman and CEO of Ariba and is and at all relevant times has been a member of the Board.

19. Defendant Harriet Edelman is and at all relevant times has been a member of the Board.

20. Defendant Robert D. Johnson is and at all relevant times has been a member of the Board.

21. Defendant Richard A. Kashnow is and at all relevant times has been a member of the Board.

22. Defendant Robert E. Knowling, Jr., is and at all relevant times has been a member of the Board.

23. Defendant Thomas F. Monahan is and at all relevant times has been a member of the Board.

24. Defendant Karl E. Newkirk is and at all relevant times has been a member of the Board.

25. Defendant Richard F. Wallman is and at all relevant times has been a member of the Board.

26. The defendants named above in ¶¶18-25 are sometimes collectively referred to herein as the "Individual Defendants."

27. The true names and capacities of defendants sued herein under California Code of Civil Procedure §474 as Does 1 through 25, inclusive, are presently not known to plaintiff, who therefore sues these defendants by such fictitious names. Plaintiff will seek to amend this Complaint and include these Doe defendants' true names and capacities when they are ascertained. Each of the fictitiously

named defendants is responsible in some manner for the conduct alleged herein and for the injuries suffered by the Class.

CLASS ACTION ALLEGATIONS

28. Plaintiff brings this action individually and as a class action pursuant to California Code of Civil Procedure §382 on behalf of all holders of Ariba stock who are being and will be harmed by defendants' actions described below (the "Class"). Excluded from the Class are defendants herein and any person, firm, trust, corporation, or other entity related to or affiliated with any defendants.

29. This action is properly maintainable as a class action.

30. The Class is so numerous that joinder of all members is impracticable. According to the Merger Agreement, Ariba had over 100 million shares issued and outstanding as of the close of business on March 31, 2012.

31. There are questions of law and fact which are common to the Class and which predominate over questions affecting any individual Class member. The common questions include, *inter alia*, the following:

(a) whether the Individual Defendants have breached their fiduciary duties of undivided loyalty, independence, or due care with respect to plaintiff and the other members of the Class in connection with the Proposed Acquisition;

(b) whether defendants are engaging in self-dealing in connection with the Proposed Acquisition;

(c) whether the Individual Defendants have breached their fiduciary duty to secure and obtain the best value reasonable under the circumstances for the benefit of plaintiff and the other members of the Class in connection with the Proposed Acquisition;

(d) whether defendants are unjustly enriching themselves and other insiders or affiliates of Ariba and/or SAP;

(e) whether the Individual Defendants have breached any of their other fiduciary duties to plaintiff and the other members of the Class in connection with the Proposed Acquisition, including the duties of good faith, diligence, candor and fair dealing;

(f) whether the defendants, in bad faith and for improper motives, have impeded or erected barriers to discourage other offers for the Company or its assets;

(g) whether the Proposed Acquisition compensation payable to plaintiff and the Class is unfair and inadequate; and

(h) whether plaintiff and the other members of the Class would be irreparably harmed were the transactions complained of herein consummated.

32. Plaintiff's claims are typical of the claims of the other members of the Class and plaintiff does not have any interests adverse to the Class.

33. Plaintiff is an adequate representative of the Class, has retained competent counsel experienced in litigation of this nature, and will fairly and adequately protect the interests of the Class.

34. The prosecution of separate actions by individual members of the Class would create a risk of inconsistent or varying adjudications with respect to individual members of the Class which would establish incompatible standards of conduct for the party opposing the Class.

35. Plaintiff anticipates that there will be no difficulty in the management of this litigation. A class action is superior to other available methods for the fair and efficient adjudication of this controversy.

36. Defendants have acted on grounds generally applicable to the Class with respect to the matters complained of herein, thereby making appropriate the relief sought herein with respect to the Class as a whole.

THE PROPOSED ACQUISITION

37. Ariba is the leading provider of collaborative business commerce solutions. Ariba combines technology with the world's largest web-based trading community to help companies discover, connect and collaborate with a global network of partners – all in a cloud-based environment.

38. Ariba is an industry leader in cloud computing and SAP hopes to acquire its highly valuable Networked Enterprise going forward, to the detriment of Ariba's public shareholders. Demand for cloud-based software is rising rapidly because the approach allows companies to start using new programs faster and at a lower cost than traditional products that are installed at a customer's own data center.

39. On May 22, 2012, SAP and Ariba announced that they had entered into the Merger Agreement pursuant to which SAP will acquire Ariba and will operate it as a wholly owned subsidiary of SAP, for a mere $45 per share in cash. The joint press release stated in pertinent part:

> **SAP to Expand Cloud Presence with Acquisition of Ariba**
>
> **Combination Creates the Business Network of the Future; Provides Open Business Commerce Community and Procurement Solutions in the Cloud; Network to Benefit from SAP's Flagship In-Memory Platform, SAP HANA**
>
> . . . SAP AG and Ariba, Inc. today announced that SAP's subsidiary, SAP America, Inc., has entered into an agreement to acquire Ariba, the leading cloud-based business commerce network, for $45.00 per share, representing an enterprise value of approximately $4.3 billion. The acquisition will combine Ariba's successful buyer-seller collaboration network with SAP's broad customer base and deep business process expertise to create new models for business-to-business collaboration in the cloud.
>
> The Ariba board of directors has unanimously approved the transaction. The per share purchase price represents a 20% premium over the May 21 closing price and a 19% premium over the one month volume weighted average price per share. The transaction will be funded from SAP's free cash and a €2.4 billion term loan facility. The transaction is expected to close in the third quarter of calendar year 2012, subject to Ariba stockholder approval, clearances by relevant regulatory authorities and other customary closing conditions. The transaction is expected to be accretive to SAP's non-IFRS earnings per share in 2013.
>
> **Business Network to Drive Growth**
>
> With the addition of Ariba, SAP will acquire the leader in cloud-based collaborative business commerce. The acquisition establishes SAP as the leading business network, adding business-to-business collaboration to its existing solutions. The move positions SAP in a fast-growing segment as buyers and sellers across the globe connect in new ways through the cloud.
>
> SAP's entry into the inter-enterprise business network space significantly expands its growth opportunities and accelerates its momentum in the cloud. Last week, SAP announced the roadmap for its cloud applications business (Software-as-a-Service), focusing on managing customers, suppliers, employees, and financials, in addition to its cloud suite offerings SAP Business ByDesign and SAP Business One. The acquisition will also significantly boost SAP's cloud applications portfolio with the addition of Ariba's leading cloud-based procurement solutions. Headquartered in Sunnyvale, California, Ariba has approximately 2,600 employees. The company is the leader in cloud-based collaborative commerce applications and the second-largest cloud vendor by revenue. Ariba combines industry-leading technology with a web-based trading community to help companies discover, connect and collaborate with a global network of partners – all in a cloud-based environment. With $444 million in total revenue, Ariba experienced 38.5 percent annual growth in 2011. Its business network recorded 62 percent organic growth in the same period.
>
> "The cloud has profoundly changed the way people interact. The impact will be even greater as enterprises connect and collaborate in new ways with their global networks of customers and partners," said SAP Co-CEOs Bill McDermott and Jim Hagemann Snabe. "Cloud-based collaboration is redefining business network

innovation, and we are catching this wave in the early stage of its evolution. The addition of Ariba will create the business network of the future, deliver immediate value to our customers and provide another solid engine for driving SAP's growth in the cloud."

Businesses to Benefit from Combination

Industry experts estimate the cloud-based enterprise network and procurement segment at a current size of $5 billion in revenue. The Ariba network is the largest and most global trading network, connecting and automating more than $319 billion in commerce transactions, collaborations, and intelligence among more than 730,000 companies. SAP's global customer base of more than 190,000 companies includes the largest buyers and sellers in the world, offering great potential to increase the number of participants, as well as the volume and types of transactions conducted through this network. Already today 63% of the world's transaction revenue touches an SAP system. SAP and Ariba will facilitate collaborative commerce within and between companies of all sizes.

The combination of SAP's innovations and core applications with the Ariba cloud-based network will create new business value for customers:

- Together, SAP and Ariba can deliver a truly end-to-end solution that enables companies to achieve a closed-loop from source-to-pay, regardless of whether they deploy in the cloud, on-premise or through a combination of both.
- Ariba's open network and SAP's integration expertise will facilitate participation and extend the benefits of business collaboration to all companies, on any system, from any provider.
- The Ariba network will benefit from the performance delivered by using SAP's flagship in-memory platform SAP HANA.
- Relationship and transaction information from commerce activity in the Ariba network together with SAP's leading analytics will provide real-time insights to enable trading partners to discover, connect and collaborate more effectively.
- All SAP customers will be able to easily connect to the business network through pre-built integration points.
- Through the combination of the business network procurement solutions from Ariba and SAP, organizations can gain 360-degree business intelligence and effectively demonstrate that spending activities, contracts, and supplier interactions adhere to corporate compliance guidelines.

"In our personal lives, networks are playing an increasingly important role in how we connect, share, and shop – bringing more insight and efficiency into everything we do," said Bob Calderoni, CEO, Ariba. "Businesses are looking for the same connectedness, insight, and efficiencies in the processes and collaboration with customers, suppliers, and partners beyond the walls of their companies. By combining Ariba's open global trading network and SAP's solutions and analytics, we are ushering in a new era of business-to-business collaboration and driving new levels of productivity."

Upon completion of the transaction, it is planned to consolidate all cloud-related supplier assets of SAP under Ariba. The existing management team will continue to lead

> Ariba, which will operate as an independent business under the name "Ariba, an SAP company." The SAP Executive Board intends to nominate Ariba CEO Bob Calderoni to the SAP Global Managing Board after closing of the transaction and subject to the approval of the SAP Supervisory Board.

40. The $45 per share price significantly undervalues Ariba. The Company has seen substantial recent growth. Its share price has skyrocketed from $22.12 on August 19, 2011 to $39.70 on May 7, 2012. On April 26, 2012, Ariba reported for its second quarter ended March 31, 2012, subscription revenue of $89.2 million, up 32% year-over-year, network revenue of $45.4 million, up 59% year-over-year, total revenue of $131.5 million, up 21% year-over-year, and non-GAAP EPS of $0.25 from continuing operations, up 34% year-over-year. Commenting on these results, defendant, Board member and Ariba Chairman and CEO Calderoni stated that, "[a]s evidenced by our strong quarterly results, Ariba continues to perform at a high level . . . . We are executing our strategy, bringing to market new innovations and strategic partnerships that will make it even easier for buyers and sellers to connect and collaborate more efficiently. The combination of these factors is strengthening Ariba's position as the leader of the Networked Enterprise."

41. Ariba's EBITDA is projected to more than quadruple to $125 million in the 12 months through September 2012, according to analyst estimates compiled by *Bloomberg*. As a result, at least one analyst set a price target for Ariba stock at $50.00 per share.

42. With Ariba, SAP is now the leading aggressor in cloud M&A. However, its $45 per share offer represents just a 20% premium to Ariba's May 21, 2012 closing price. In December 2011, SAP acquired SuccessFactors, another cloud-computing business, but paid a much higher 52% premium.

43. While Ariba's shareholders are being cut out of the picture, the Company's management is staying on board for the long term. Once the acquisition is finalized, Ariba will operate as a wholly owned subsidiary of SAP. Upon consummation of the deal, Ariba's existing management team will continue to lead Ariba, which will operate as an independent business under the name "Ariba, an SAP company." Moreover, the SAP Executive Board intends to nominate defendant Calderoni to the SAP Global Managing Board after the close of the transaction. Thus, in being retained by SAP, Ariba's management gets the best of both worlds: they can cash out their equity holdings and remain in their

current positions without being subject to the hassles and filing requirements of running a publicly traded company.

44. In the Merger Agreement, the Board created a playing field that is tilted in favor of SAP by agreeing to at least three provisions in derogation of their fiduciary duties to Ariba's shareholders, including:

- a "No Shop" provision that requires Ariba to discontinue any discussions with all other potential acquirers and forbids Ariba from entering into new discussions, thus precluding the Board from engaging in a fair process to sell the Company by seeking out the best possible price for Ariba's shareholders as their fiduciary duties require;
- a "Matching Rights" provision that requires Ariba to give SAP full information about competing acquisition proposals within 24 hours and then allows SAP four days to match any competing proposal, thus discouraging competing proposals; and
- a "Termination Fee" provision whereby Ariba has agreed to pay SAP a staggering $150,000,000 in the event Ariba receives a higher offer for its shareholders, despite the no shop provision.

45. Acting on their own self-interest, defendants utilized a defective sales process that was not designed to maximize shareholder value or protect the interests of Ariba shareholders, but rather was designed to divert the Company's valuable assets to SAP. Each of the defendants has breached their fiduciary duties of loyalty, due care, independence, candor, good faith and fair dealing, and/or has aided and abetted such breaches. Rather than acting in the best interests of the Company's shareholders, defendants spent substantial effort tailoring the structural terms of the Proposed Acquisition to aggrandize their own personal interests and to meet the specific needs of SAP, which efforts will eliminate the majority of the equity interest of Ariba's shareholders.

46. In essence, the Proposed Acquisition is the product of a hopelessly flawed process that was designed to ensure the merger of Ariba and SAP, on terms preferential to SAP and defendants, and detrimental to plaintiff and Ariba's shareholders. Plaintiff seeks to enjoin the Proposed Acquisition.

THE INDIVIDUAL DEFENDANTS' FIDUCIARY DUTIES

47. In any situation where the directors of a publicly traded corporation undertake a transaction that will result in either (i) a change in corporate control or (ii) a break-up of the corporation's assets, the directors have an affirmative fiduciary obligation to obtain the highest value reasonably available for the corporation's shareholders, and if such transaction will result in a change of

corporate control, the shareholders are entitled to receive a significant premium. To diligently comply with these duties, the directors may not take any action that:

(a) adversely affects the value provided to the corporation's shareholders;

(b) will discourage or inhibit alternative offers to purchase control of the corporation or its assets;

(c) contractually prohibits them from complying with their fiduciary duties;

(d) will otherwise adversely affect their duty to search and secure the best value reasonably available under the circumstances for the corporation's shareholders; and/or

(e) will provide the directors with preferential treatment at the expense of, or separate from, the public shareholders.

48. In accordance with their duties of loyalty and good faith, the Individual Defendants, as directors and/or officers of Ariba, are obligated to refrain from:

(a) participating in any transaction where the directors' or officers' loyalties are divided;

(b) participating in any transaction where the directors or officers receive or are entitled to receive a personal financial benefit not equally shared by the public shareholders of the corporation; and/or

(c) unjustly enriching themselves at the expense or to the detriment of the public shareholders.

49. Plaintiff alleges herein that the Individual Defendants, separately and together, in connection with the Proposed Acquisition, violated the fiduciary duties owed to plaintiff and the other public shareholders of Ariba, including their duties of loyalty, good faith, candor, due care and independence, insofar as they stood on both sides of the transaction and engaged in self-dealing and obtained for themselves personal benefits, including personal financial benefits, not shared equally by plaintiff or the Class. As a result of the Individual Defendants' self-dealing and divided loyalties, neither plaintiff nor the Class will receive adequate or fair value for their Ariba common stock in the Proposed Acquisition.

50. Because the Individual Defendants have breached their duties of due care, loyalty and good faith in connection with the Proposed Acquisition, the burden of proving the inherent or entire fairness of the Proposed Acquisition, including all aspects of its negotiation, structure, price and terms, is placed upon the Individual Defendants as a matter of law.

CAUSE OF ACTION

Claim for Breach of Fiduciary Duties and Aiding and Abetting

51. Plaintiff repeats and realleges each allegation set forth herein.

52. The Individual Defendants, aided and abetted by the Company and SAP, have violated their fiduciary duties of care, loyalty, candor, good faith and independence owed to the public shareholders of Ariba and have acted to put their personal interests ahead of the interests of Ariba's shareholders.

53. By the acts, transactions and courses of conduct alleged herein, defendants, individually and acting as a part of a common plan, are attempting to unfairly deprive plaintiff and other members of the Class of the true value of their investment in Ariba.

54. The Individual Defendants have violated their fiduciary duties by entering into the Proposed Acquisition without regard to the fairness of the transaction to Ariba's shareholders. Ariba and SAP aided and abetted the Individual Defendants' breaches of fiduciary duties owed to plaintiff and the other holders of Ariba stock.

55. As demonstrated by the allegations above, the Individual Defendants failed to exercise the care required, and breached their duties of loyalty, good faith, candor and independence owed to the shareholders of Ariba because, among other reasons, they failed to ensure a fair process and maximization of shareholder value.

56. Because the Individual Defendants dominate and control the business and corporate affairs of Ariba, and are in possession of private corporate information concerning Ariba's assets, business and future prospects, there exists an imbalance and disparity of knowledge and economic power between them and the public shareholders of Ariba which makes it inherently unfair for them to pursue any proposed transaction wherein they will reap disproportionate benefits to the exclusion of maximizing stockholder value.

57. By reason of the foregoing acts, practices and course of conduct, the Individual Defendants have failed to exercise ordinary care and diligence in the exercise of their fiduciary obligations toward plaintiff and the other members of the Class.

58. As a result of the actions of defendants, plaintiff and the Class have been and will be irreparably harmed.

59. Unless the Proposed Acquisition is enjoined by the Court, defendants will continue to breach their fiduciary duties owed to plaintiff and the members of the Class, will not engage in arm's-length negotiations on the Proposed Acquisition's terms, and will not supply to Ariba's shareholders sufficient information to enable them to make informed decisions regarding the tender of their shares in connection with the Proposed Acquisition, and may consummate the Proposed Acquisition, all to the irreparable harm of the members of the Class.

60. Plaintiff and the members of the Class have no adequate remedy at law. Only through the exercise of this Court's equitable powers can plaintiff and the Class be fully protected from the immediate and irreparable injury which defendants' actions threaten to inflict.

PRAYER FOR RELIEF

WHEREFORE, plaintiff demands injunctive relief, in plaintiff's favor and in favor of the Class and against defendants, as follows:

A. Declaring that this action is properly maintainable as a class action;

B. Declaring and decreeing that the Merger Agreement was entered into in breach of the fiduciary duties of the defendants and is therefore unlawful and unenforceable;

C. Enjoining defendants, their agents, counsel, employees and all persons acting in concert with them from consummating the Proposed Acquisition, unless and until the Company adopts and implements a procedure or process to obtain the highest possible value for shareholders;

D. Directing the Individual Defendants to exercise their fiduciary duties to obtain a transaction that is in the best interests of Ariba's shareholders and to refrain from entering into any transaction until the process for the sale or merger of the Company is completed and the highest possible value is obtained;

E. Rescinding, to the extent already implemented, the Merger Agreement or any of the terms thereof;

F. Awarding plaintiff the costs and disbursements of this action, including reasonable attorneys' and experts' fees; and

G. Granting such other and further equitable relief as this Court may deem just and proper.

DATED: May 23, 2012

ROBBINS GELLER RUDMAN
& DOWD LLP
RANDALL J. BARON
A. RICK ATWOOD, JR.
DAVID T. WISSBROECKER
EDWARD M. GERGOSIAN

David Wissbroecker w/permission

DAVID T. WISSBROECKER

655 West Broadway, Suite 1900
San Diego, CA 92101
Telephone: 619/231-1058
619/231-7423 (fax)

MURRAY FRANK LLP
BRIAN P. MURRAY
275 Madison Avenue, Suite 801
New York, NY 10016
Telephone: 212/682-1818
212/682-1892 (fax)

Attorneys for Plaintiff

S:\CptDraft\Deal\CPT Ariba.doc