

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K

**CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): August 3, 2019

Guidewire Software, Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-35394
(Commission
File Number)

36-4468504
(I.R.S. Employer
Identification No.)

**2850 S. Delaware St., Suite 400
San Mateo, California, 94403**
(Address of principal executive offices, including zip code)

(650) 357-9100
(Registrant's telephone number, including area code)

**1001 East Hillsdale Blvd., Suite 800
Foster City, CA 94404**
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$0.0001 par value	GWRE	New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On August 5, 2019, Guidewire Software, Inc. (the “Company”) announced that, effective August 3, 2019, Marcus Ryu has resigned as President, Chief Executive Officer, and principal executive officer of the Company and will become Chairman of the Company’s Board of Directors. Mr. Ryu’s equity awards will continue to vest during his service as Chairman. The Board of Directors has accepted Mr. Ryu’s resignation and has appointed Michael (Mike) Rosenbaum, former EVP Product at Salesforce, as the Company’s Chief Executive Officer, principal executive officer, and a director of the Company, effective as of August 3, 2019. Current Guidewire Chairman, Peter Gassner, will continue to serve as an independent director and Paul Lavin will serve as Lead Independent Director.

Prior to joining the Company, Mr. Rosenbaum, age 48, was most recently EVP Product at salesforce.com, inc., with responsibility for vision, strategy, product management, customer success and adoption from January 2016 to July 2019. Since joining Salesforce in 2005, Mr. Rosenbaum has held several leadership positions and driven many of Salesforce’s most notable product achievements. Prior to joining Salesforce, Mr. Rosenbaum held various technology and marketing roles at Siebel Systems from 2002 to 2005 and served in the U.S. Navy as a submarine officer from 1994 to 1999. Mr. Rosenbaum holds a B.S. in Systems Engineering from the United States Naval Academy and an M.B.A. from the Haas School of Business at the University of California Berkeley.

There are no arrangements or understandings between Mr. Rosenbaum and any other person pursuant to which he was appointed as Chief Executive Officer and a director of the Company. Mr. Rosenbaum has no family relationship with any director or executive officer of the Company. Mr. Rosenbaum is not a party to and has no direct or indirect material interest in any transaction or proposed transaction in which the Company is or is to be a party for which disclosure would be required under Item 404(a) of Regulation S-K.

The Board of Directors believes that Mr. Rosenbaum is qualified to serve as a director because of his experience in growing a cloud company and his leadership abilities, including his experience in leading product development and go-to-market strategy at Salesforce, the world’s #1 CRM platform. Mr. Rosenbaum will serve in the class of directors whose term expires at the annual meeting of stockholders to be held in 2019.

In connection with Mr. Rosenbaum’s appointment, the Company has entered into its standard executive agreement with Mr. Rosenbaum, dated August 3, 2019 (the “Executive Agreement”), pursuant to which Mr. Rosenbaum became employed as the Chief Executive Officer of the Company. A copy of the Executive Agreement is filed as Exhibit 10.1 to this current report on Form 8-K.

The Executive Agreement provides Mr. Rosenbaum with, among other things, an annual base salary of \$750,000 and an opportunity to earn annual cash incentive compensation with a target equal to 100% of his annual base salary. Pursuant to the Executive Agreement, Mr. Rosenbaum will also be granted restricted stock units (“RSUs”) with a total value equivalent to \$17,000,000 under the Company’s 2011 Stock Plan. The grant of RSUs shall consist of one grant of time-based vesting RSUs with a value equivalent to \$7,500,000 (“Time-vesting RSUs”), one grant of Company financial-performance-based vesting RSUs with a value equivalent to \$5,700,000, and one grant of total-shareholder-return-based vesting RSUs with a value equivalent to \$3,800,000.

In addition, the Executive Agreement provides that in the event that the employment of Mr. Rosenbaum is terminated without cause (as defined in the Executive Agreement), subject to his delivery of a fully effective release of claims, he will be entitled to cash severance equal to: (i) one times his then current base salary and (ii) one times his then-

current target annual bonus, payable in each case in a lump sum. Furthermore, Mr. Rosenbaum will be entitled to either continued health insurance coverage or a lump sum cash payment equal to the monthly contributions that the Company would have made to provide health insurance to Mr. Rosenbaum had he remained employed, in either case, for 12 months. If Mr. Rosenbaum's employment is terminated without cause prior to the first anniversary of his start date, then the vesting of 50% of his Time-vesting RSUs will be fully accelerated, and if Mr. Rosenbaum's employment is terminated without cause at any point between the first and second anniversary of his start date, then the vesting of 25% of this Time-vesting RSUs will be fully accelerated.

In the event that the employment of Mr. Rosenbaum is terminated without cause or he resigns for good reason (as defined in the Executive Agreement) within the period commencing two months prior to and ending 12 months following, a change in control, then in lieu of the severance described above, and subject to his delivery of a fully effective release of claims, he will be entitled to cash severance equal to 1.5 times the sum of his then current base salary and target annual bonus, payable in a single lump sum, plus either continued health insurance coverage or a lump sum cash payment equal to the monthly contributions that the Company would have made to provide health insurance to Mr. Rosenbaum had he remained employed, in each case for 18 months. In addition, the vesting of all then-outstanding stock-based awards held by Mr. Rosenbaum will immediately accelerate and become fully vested.

The foregoing summary of the Executive Agreement does not purport to be complete and is qualified in its entirety by reference to the complete Executive Agreement, which is attached as Exhibit 10.1 and incorporated herein by reference.

Item 7.01. Regulation FD Disclosure.

On August 5, 2019, the Company issued a press release announcing the resignation of Mr. Ryu as Chief Executive Officer, the appointment of Mr. Ryu as Chairman, and the appointment of Mr. Rosenbaum as Chief Executive Officer and a director. A copy of this press release is furnished as Exhibit 99.1 to this current report on Form 8-K.

The information in this Item 7.01 and Exhibit 99.1 attached hereto is intended to be furnished and shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934 (the "Exchange Act") or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act, except as expressly set forth by specific reference in such filing.

Item 9.01 Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	Executive Agreement by and between Guidewire Software, Inc. and Michael Rosenbaum, dated August 3, 2019.
99.1	Press Release issued by Guidewire Software, Inc. on August 5, 2019.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: August 5, 2019

GUIDEWIRE SOFTWARE, INC.

By: /s/ Curtis Smith

Curtis Smith

Chief Financial Officer

EXECUTIVE AGREEMENT

This Executive Agreement (“Agreement”) is made as of the 3rd day of August 2019 (the “Effective Date”), between Guidewire Software, Inc., a Delaware corporation (the “Company”), and Mike Rosenbaum (the “Executive”).

In consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Employment.

(a) **Term.** The Company desires to employ the Executive, and the Executive desires to be employed by the Company, pursuant to the terms of this Agreement, until this Agreement is terminated by either party in accordance with the terms hereof. The Executive’s employment with the Company will be “at will,” meaning that the Executive’s employment may be terminated by the Company or the Executive at any time and for any reason.

(b) **Position.** The Executive will serve as the Chief Executive Officer of the Company and will have such powers and duties as may from time to time be prescribed by the Board of Directors of the Company (the “Board of Directors”), provided that such duties are consistent with the Executive’s position. Subject to approval by the Company’s Board of Directors, following the Effective Date, Executive will also be appointed to the Board of Directors as a director, subject to the terms and conditions of the Company’s certificate of incorporation, bylaws and any shareholder approval requirements. While the Executive renders services to the Company, the Executive will not engage in any other employment, consulting or business activity that would create a conflict of interest with the Company.

2. Compensation and Related Matters.

(a) **Base Salary.** The Executive’s initial annual base salary will be \$750,000, subject to redetermination by the Board of Directors or its Compensation Committee. The annual base salary in effect at any given time is referred to herein as “Base Salary.” The Base Salary will be payable in a manner that is consistent with the Company’s usual payroll practices for senior executives.

(b) **Incentive Compensation.** The Executive will be eligible to be considered for annual cash incentive compensation (“Annual Bonus”) as determined by the Board of Directors or its Compensation Committee from time to time (the “Bonus Plan”). The Executive’s initial Annual Bonus target will be 100% of Base Salary. To earn the Annual Bonus, the Executive must be employed by the Company on the day such Annual Bonus is paid. The Bonus Plan may be revised at the discretion of the Board of Directors or its Compensation Committee at any time, and the Executive will be provided written notice of any such revisions.

(c) **Equity Grant.** Subject to approval by the Company’s Board of Directors, the Executive will be granted an award of Restricted Stock Units (the “RSUs”) with a value equivalent to \$17,000,000 under the Company’s 2011 Stock Plan (the “2011 Plan”).

The grant of RSUs will be subject to the terms and conditions of the 2011 Plan and the applicable RSU award agreement as executed by the Executive and the Company (the “RSU Award Agreement”), the terms and conditions of which shall be controlling. The precise number of RSUs granted will be outlined in the RSU Award Agreement and will be calculated applying the Company’s grant conversion policy in effect on the grant date – currently the 90-day average closing share price of the Company’s stock for the quarter ended prior to the grant date, as determined in the Company’s sole discretion according to its standard practice.

The grant of RSUs shall consist of time-based vesting RSUs with a value equivalent to \$7,500,000 (“Time-vesting RSUs”), Company financial-performance-based vesting RSUs with a value equivalent to \$5,700,000 (“PSUs”), and total-shareholder-return-based vesting RSUs with a value equivalent to \$3,800,000 (“TSRs”). Each type of RSU will be subject to the terms of the RSU Award Agreement, and the related vesting terms outlined therein. The Time-vesting RSUs are anticipated to vest over time, with 25% vesting on September 15, 2020, and 6.25% of the Time-vesting RSUs vesting on each subsequent 15th of March, June, September, and December thereafter, until the Time-vesting RSUs are fully vested after 4 years. The PSUs are anticipated to vest based on the Company’s financial performance for FY20 (applying the metrics agreed by the Compensation Committee for executive PSU grants), with 25% vesting on September 15, 2020, and 6.25% of the PSUs vesting on each subsequent 15th of March, June, September, and December thereafter, until the PSUs are fully vested after 4 years. The TSRs are anticipated to vest at the end of the three-year performance period, based on the relative shareholder return in comparison to a peer group or index selected by the Compensation Committee for executive TSR grants.

(d) **Other Benefits.** The Executive will be entitled to participate in the Company’s employee benefit plans, subject to the terms and the conditions of such plans and to the Company’s ability to amend and modify such plans. The Executive will be entitled to paid vacation in accordance with the terms of the Company’s vacation policy, as in effect from time to time.

3. **Termination.** The Executive’s employment may be terminated under the following circumstances:

(a) **Death.** The Executive’s employment will terminate upon the Executive’s death.

(b) **Disability.** The Company may terminate the Executive’s employment if the Executive is disabled and unable to perform the essential functions of the Executive’s then existing position or positions under this Agreement with or without reasonable accommodation for a period of 180 days (which need not be consecutive) in any 12-month period. Nothing in this Section 3(b) will be construed to waive the Executive’s rights, if any, under existing law including, without limitation, the Family and Medical Leave Act of 1993, 29 U.S.C. §2601 *et seq.* and the Americans with Disabilities Act, 42 U.S.C. §12101 *et seq.*

(c) **Termination by Company for Cause.** The Company may terminate the Executive’s employment for Cause as determined by the Board of Directors. For purposes of this Agreement, “Cause” means: (i) the Executive’s unauthorized use or disclosure of the Company’s confidential information or trade secrets, which use or disclosure causes material harm to the

Company; (ii) the Executive's material breach of any written agreement between the Executive and the Company; (iii) the Executive's material failure to comply with the Company's written policies or rules after receiving written notification of the failure from the Board of Directors and eight days to cure such failure; (iv) the Executive's conviction of, or plea of "guilty" or "no contest" to, a felony under the laws of the United States or any State; (v) the Executive's gross misconduct in the performance of his duties; (vi) the Executive's continuing failure to perform assigned duties after receiving written notification of the failure from the Board of Directors; or (vii) the Executive's failure to cooperate in good faith with a governmental or internal investigation of the Company or its directors, officers or employees, if the Company has requested the Executive's cooperation therewith. Before a termination for Cause under subparts 3(c)(ii), (v), (vi), or (vii), if the conduct constituting Cause is reasonably curable, then the Board shall provide the Executive with specific written notice of the category and nature of the conduct alleged to constitute Cause, and the Executive shall have a period not less than ten (10) business days following such notice (the "Cure Period"), to remedy the conduct alleged to constitute Cause. If the Executive cures the Cause condition during the Cure Period, then Cause will be deemed not to have occurred.

(d) **Termination Without Cause.** The Company may terminate the Executive's employment at any time without Cause. Any termination by the Company of the Executive's employment that does not constitute a termination for Cause under Section 3(c) and does not result from the death or disability of the Executive under Sections 3(a) or (b) will be deemed a termination without Cause.

(e) **Termination by the Executive.** The Executive may terminate employment at any time for any reason, including but not limited to Good Reason. For purposes of this Agreement, "Good Reason" means that the Executive has complied with the "Good Reason Process" (hereinafter defined) following the occurrence of any of the following events: (i) a material diminution in the Executive's responsibilities, authority or duties; (ii) a material diminution in the Executive's Base Salary; (iii) a material change in the geographic location at which the Executive provides services to the Company, which shall be deemed to be such a change that lengthens the Executive's one-way commute distance by more than thirty (30) miles; or (iv) the material breach of this Agreement by the Company. "Good Reason Process" means that (1) the Executive reasonably determines in good faith that a "Good Reason" condition has occurred; (2) the Executive notifies the Company in writing of the first occurrence of the Good Reason condition within 60 days of the first occurrence of such condition; (3) the Executive cooperates in good faith with the Company's efforts, within a Cure Period, to remedy the condition; (4) notwithstanding such efforts, the Good Reason condition continues to exist; and (5) the Executive terminates employment within 60 days after the end of the Cure Period. If the Company cures the Good Reason condition during the Cure Period, Good Reason will be deemed not to have occurred.

(f) **Notice of Termination.** Except for termination as specified in Section 3(a), any termination of the Executive's employment by the Company or any such termination by the Executive will be communicated by written Notice of Termination to the other party hereto. For purposes of this Agreement, a "Notice of Termination" means a notice that indicates the specific termination provision in this Agreement relied upon.

(g) **Date of Termination.** “Date of Termination” means: (i) if the Executive’s employment is terminated by death, the date of Executive’s death; (ii) if the Executive’s employment is terminated on account of disability under Section 3(b) or by the Company for Cause under Section 3(c), the date on which Notice of Termination is given; (iii) if the Executive’s employment is terminated by the Company under Section 3(d), 30 days after the date on which a Notice of Termination is given; (iv) if the Executive’s employment is terminated by the Executive under Section 3(e) without Good Reason, 30 days after the date on which a Notice of Termination is given, and (v) if the Executive’s employment is terminated by the Executive under Section 3(e) with Good Reason, the date on which a Notice of Termination is given after the end of the Cure Period. Notwithstanding the foregoing, in the event that either party gives a Notice of Termination, the Company may unilaterally accelerate the Date of Termination.

4. Compensation Upon Termination.

(a) **Termination Generally.** If the Executive’s employment with the Company is terminated for any reason, the Company will pay or provide to the Executive (or to Executive’s authorized representative or estate), on or before the time required by law but in no event more than 30 days after the Executive’s Date of Termination, any Base Salary earned through the Date of Termination, unpaid expense reimbursements and unused vacation that accrued through the Date of Termination (collectively, the “Accrued Benefits”). Upon any termination of the Executive’s employment for any reason, the Executive will tender to the Company the Executive’s resignation from all positions with the Company and its subsidiaries, including without limitation, any positions as a member of the Board of Directors of the Company and/or any of its subsidiaries.

(b) **Termination by the Company Without Cause.** If the Executive’s employment is terminated by the Company without Cause as provided in Section 3(d), then the Company will pay the Executive the Accrued Benefits. In addition, subject to the Executive signing a general release of claims in favor of the Company and related persons and entities in a form and manner satisfactory to the Company (the “Release”) and the expiration of the seven-day revocation period for the Release:

(i) the Company will pay the Executive an amount equal to the sum of the Executive’s Base Salary and then-current target Annual Bonus (the “Severance Amount”). The Severance Amount will be paid out in a lump sum, in accordance with the Company’s payroll practices, within 60 days after the Date of Termination; provided, however, that if the 60-day period begins in one calendar year and ends in a second calendar year, the Severance Amount will begin to be paid in the second calendar year. Solely for purposes of Section 409A of the Internal Revenue Code of 1986, as amended (the “Code”), each installment payment (if any) is considered a separate payment;

(ii) if the Executive’s employment is terminated by the Company without Cause as provided in Section 3(d) prior to the first anniversary of the Effective Date, notwithstanding anything to the contrary in the applicable restricted stock unit agreement, 50% of the outstanding Time-vesting RSUs, as defined in Section 2(c) and held by the Executive, will be fully accelerated and vested as of the Date of Termination;

(iii) if the Executive's employment is terminated by the Company without Cause as provided in Section 3(d) at any point between the first and second anniversary of the Effective Date, notwithstanding anything to the contrary in the applicable restricted stock unit agreement, 25% of the outstanding Time-vesting RSUs, as defined in Section 2(c) and held by the Executive, will be fully accelerated and vested as of the Date of Termination; and

(iv) if the Executive was participating in the Company's group health plan immediately prior to the Date of Termination, then the Company will, in its sole discretion, either (x) continue to provide health coverage to the Executive or (y) pay to the Executive a lump sum cash payment (at the same time as the Severance Amount) equal to the amount of employer contributions that the Company would have made to provide health insurance to the Executive if the Executive had remained employed by the Company, in either case ((x) or (y)), for a period of 12 months. Notwithstanding the foregoing, in the event the Company elects to continue to provide health coverage to the Executive (in lieu of a cash payment), then the Company may discontinue such coverage in the event that the Executive obtains comparable health coverage prior to the end of the period specified above.

For the avoidance of doubt, the acceleration provided in Sections 4(b)(ii) and 4(b)(iii) shall apply solely with respect to the Time-vesting RSUs granted in connection with Executive's initial hiring as defined in Section 2(c) above and not to any other or subsequent equity grants (if any).

5. Change in Control. The provisions of this Section 5 set forth certain terms of an agreement reached between the Executive and the Company regarding the Executive's rights and obligations upon the occurrence of a Change in Control of the Company. These provisions are intended to assure and encourage in advance the Executive's continued attention and dedication to Executive's assigned duties and Executive's objectivity during the pendency and after the occurrence of any such event.

(a) **Change in Control Severance Benefits.** These provisions will apply in lieu of, and expressly supersede, the provisions of Section 4(b) regarding severance pay and benefits upon a termination of employment, if such termination of employment occurs within 2 months before or 12 months after a Change in Control. These provisions will terminate and be of no further force or effect beginning 12 months after the occurrence of a Change in Control. If within 2 months before or within 12 months after a Change in Control, the Executive's employment is terminated by the Company without Cause as provided in Section 3(d) or the Executive terminates employment for Good Reason as provided in Section 3(e), then, subject to the signing of the Release by the Executive and the expiration of the seven-day revocation period for the Release,

(i) the Company will pay the Executive an amount equal to 150% of the sum of Executive's then-current Base Salary and then-current target Annual Bonus (the "CIC Payment"). The CIC Payment will be paid in a single lump sum within 60 days after the Date of Termination; provided, however, that if the 60-day period begins in one calendar year and ends in a second calendar year, the CIC Payment will be paid in the second calendar year; and

(ii) if the Executive was participating in the Company's group health plan immediately prior to the Date of Termination, then the Company will, in its sole discretion, either (x) continue to provide health coverage to the Executive or (y) pay to the Executive a lump sum cash payment (at the same time as the Severance Amount) equal to the amount of monthly employer contributions that the Company would have made to provide health insurance to the Executive if the Executive had remained employed by the Company, in either case ((x) or (y)), for a period of 18 months. Notwithstanding the foregoing, in the event the Company elects to continue to provide health coverage to the Executive (in lieu of a cash payment), then the Company may discontinue such coverage in the event that the Executive obtains comparable health coverage prior to the end of the period specified above; and

(iii) notwithstanding anything to the contrary in any applicable option agreement, restricted stock unit agreement, or other stock-based award agreement, 100% of the then outstanding stock options, restricted stock units, and other stock-based awards held by the Executive will be fully accelerated and vested as of the Date of Termination.

(b) Additional Limitation.

(i) Anything in this Agreement to the contrary notwithstanding, in the event that the amount of any compensation, acceleration, payment or distribution by the Company to or for the benefit of the Executive, whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise, calculated in a manner consistent with Section 280G of the Code and the applicable regulations thereunder (the "Severance Payments"), would be subject to the excise tax imposed by Section 4999 of the Code, the following provisions will apply:

(A) If the Severance Payments, reduced by the sum of (1) the Excise Tax and (2) the total of the Federal, state, and local income and employment taxes payable by the Executive on the amount of the Severance Payments which are in excess of the Threshold Amount, are greater than or equal to the Threshold Amount, the Executive will be entitled to the full benefits payable under this Agreement.

(B) If the Threshold Amount is less than (x) the Severance Payments, but greater than (y) the Severance Payments reduced by the sum of (1) the Excise Tax and (2) the total of the Federal, state, and local income and employment taxes on the amount of the Severance Payments which are in excess of the Threshold Amount, then the Severance Payments will be reduced (but not below zero) to the extent necessary so that the sum of all Severance Payments will not exceed the Threshold Amount. In such event, the Severance Payments will be reduced in the following order: (1) cash payments not subject to Section 409A of the Code; (2) cash payments subject to Section 409A of the Code; (3) equity-based payments and acceleration; and (4) non-cash forms of benefits. To the extent any payment is to be made over time (e.g., in installments, etc.), then the payments will be reduced in reverse chronological order.

(ii) For the purposes of this Section 5(b), “Threshold Amount” means three times the Executive’s “base amount” within the meaning of Section 280G(b)(3) of the Code and the regulations promulgated thereunder less one dollar (\$1.00); and “Excise Tax” means the excise tax imposed by Section 4999 of the Code, and any interest or penalties incurred by the Executive with respect to such excise tax.

(iii) The determination as to which of the alternative provisions of Section 5(b)(i) will apply to the Executive will be made by an accounting firm selected by the Company (the “Accounting Firm”), which will provide detailed supporting calculations both to the Company and the Executive within 15 business days of the Date of Termination, if applicable, or at such earlier time as is reasonably requested by the Company or the Executive. For purposes of determining which of the alternative provisions of Section 5(b)(i) will apply, the Executive will be deemed to pay federal income taxes at the highest marginal rate of federal income taxation applicable to individuals for the calendar year in which the determination is to be made, and state and local income taxes at the highest marginal rates of individual taxation in the state and locality of the Executive’s residence on the Date of Termination, net of the maximum reduction in federal income taxes which could be obtained from deduction of such state and local taxes. Any determination by the Accounting Firm will be binding upon the Company and the Executive.

(iv) **Change in Control Definition.** For purposes of this Section 5, “Change in Control” means any of the following:

(v) the date any “person,” as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended (the “Act”) (other than the Company, any of its subsidiaries, or any trustee, fiduciary or other person or entity holding securities under any employee benefit plan or trust of the Company or any of its subsidiaries), together with all “affiliates” and “associates” (as such terms are defined in Rule 12b-2 under the Act) of such person, becomes the “beneficial owner” (as such term is defined in Rule 13d-3 under the Act), directly or indirectly, of securities of the Company representing 50 percent or more of the combined voting power of the Company’s then outstanding securities having the right to vote in an election of the Board of Directors (“Voting Securities”) (in such case other than as a result of an acquisition of securities directly from the Company); or

(vi) the date a majority of the members of the Board of Directors is replaced during any 12-month period by directors whose appointment or election is not endorsed by a majority of the members of the Board of Directors before the date of the appointment or election; or

(vii) the date of consummation of (A) any consolidation or merger of the Company where the stockholders of the Company, immediately prior to the consolidation or merger, would not, immediately after the consolidation or merger, beneficially own (as such term is defined in Rule 13d-3 under the Act), directly or indirectly, shares representing in the aggregate more than 50 percent of the voting shares of the Company issuing cash or securities in the consolidation or merger (or of its ultimate parent corporation, if any), or (B) any sale or other transfer (in one transaction or a series of transactions contemplated or arranged by any party as a single plan) of all or substantially all of the assets of the Company.

Notwithstanding the foregoing, a “Change in Control” will not be deemed to have occurred for purposes of the foregoing clause (i) solely as the result of an acquisition of securities by the Company which, by reducing the number of shares of Voting Securities outstanding, increases the proportionate number of Voting Securities beneficially owned by any person to 50 percent or more of the combined voting power of all of the then outstanding Voting Securities; provided, however, that if any person referred to in this sentence will thereafter become the beneficial owner of any additional shares of Voting Securities (other than pursuant to a stock split, stock dividend, or similar transaction or as a result of an acquisition of securities directly from the Company) and immediately thereafter beneficially owns 50 percent or more of the combined voting power of all of the then outstanding Voting Securities, then a “Change in Control” will be deemed to have occurred for purposes of the foregoing clause (i).

6. Section 409A.

(a) Anything in this Agreement to the contrary notwithstanding, if at the time of the Executive’s separation from service within the meaning of Section 409A of the Code, the Company determines that the Executive is a “specified employee” within the meaning of Section 409A(a)(2)(B)(i) of the Code, then to the extent any payment or benefit that the Executive becomes entitled to under this Agreement on account of the Executive’s separation from service would be considered deferred compensation subject to the 20 percent additional tax imposed pursuant to Section 409A(a) of the Code as a result of the application of Section 409A(a)(2)(B)(i) of the Code, such payment will not be payable and such benefit will not be provided until the date that is the earlier of (A) six months and one day after the Executive’s separation from service, or (B) the Executive’s death. If any such delayed cash payment is otherwise payable on an installment basis, the first payment will include a catch-up payment covering amounts that would otherwise have been paid during the six-month period but for the application of this provision, and the balance of the installments will be payable in accordance with their original schedule.

(b) All in-kind benefits provided and expenses eligible for reimbursement under this Agreement will be provided by the Company or incurred by the Executive during the time periods set forth in this Agreement. All reimbursements will be paid as soon as administratively practicable, but in no event will any reimbursement be paid after the last day of the taxable year following the taxable year in which the expense was incurred. The amount of in-kind benefits provided or reimbursable expenses incurred in one taxable year will not affect the in-kind benefits to be provided or the expenses eligible for reimbursement in any other taxable year. Such right to reimbursement or in-kind benefits is not subject to liquidation or exchange for another benefit.

(c) To the extent that any payment or benefit described in this Agreement constitutes “non-qualified deferred compensation” under Section 409A of the Code, and to the extent that such payment or benefit is payable upon the Executive’s termination of employment, then such payments or benefits will be payable only upon the Executive’s “separation from service.” The determination of whether and when a separation from service has occurred will be made in accordance with the presumptions set forth in Treasury Regulation Section 1.409A-1(h).

(d) The parties intend that this Agreement will be administered in accordance with Section 409A of the Code. To the extent that any provision of this Agreement is ambiguous as to its compliance with Section 409A of the Code, the provision will be read in such a manner so that all payments hereunder comply with Section 409A of the Code. The parties agree that this Agreement may be amended, as reasonably requested by either party, and as may be necessary to fully comply with Section 409A of the Code and all related rules and regulations in order to preserve the payments and benefits provided hereunder without additional cost to either party.

(e) The Company makes no representation or warranty and will have no liability to the Executive or any other person if any provisions of this Agreement are determined to constitute deferred compensation subject to Section 409A of the Code but do not satisfy an exemption from, or the conditions of, such Section.

7. Consent to Jurisdiction. The parties hereby consent to the jurisdiction of the Federal and State courts located in San Mateo County, California with respect to all matters arising under this Agreement. Accordingly, with respect to any such court action, the Executive (a) submits to the personal jurisdiction of such courts; (b) consents to service of process; and (c) waives any other requirement (whether imposed by statute, rule of court, or otherwise) with respect to personal jurisdiction or service of process.

8. Integration. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements between the parties concerning such subject matter; provided that the Proprietary Information and Inventions Agreement between the Company and the Executive dated as of the Effective Date, the Indemnification Agreement between the Company and the Executive dated as of the Effective Date, and the RSU Award Agreement will not be superseded by this Agreement but will remain in full force and effect in accordance with its terms.

9. Enforceability. If any portion or provision of this Agreement (including, without limitation, any portion or provision of any section of this Agreement) will to any extent be declared illegal or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, will not be affected thereby, and each portion and provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.

10. Survival. The provisions of this Agreement will survive the termination of this Agreement and/or the termination of the Executive's employment to the extent necessary to effectuate the terms contained herein.

11. Waiver. No waiver of any provision hereof will be effective unless made in writing and signed by the waiving party. The failure of any party to require the performance of any term or obligation of this Agreement, or the waiver by any party of any breach of this Agreement, will not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

12. Notices. Any notices, requests, demands and other communications provided for by this Agreement will be sufficient if in writing and delivered in person or sent by a nationally recognized overnight courier service or by registered or certified mail, postage prepaid, return receipt requested, to the Executive at the last address the Executive has filed in writing with the Company or, in the case of the Company, at its main offices, attention of the Board of Directors.

13. **Amendment.** This Agreement may be amended or modified only by a written instrument signed by the Executive and by a duly authorized representative of the Company.

14. **Governing Law.** This is a California contract and will be construed under and be governed in all respects by the laws of the State of California, without giving effect to the conflict of laws principles of such State.

15. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be taken to be an original; but such counterparts will together constitute one and the same document.

16. **Successor to Company.** The Company will require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of the Company expressly to assume and agree to perform this Agreement to the same extent that the Company would be required to perform it if no succession had taken place. Failure of the Company to obtain an assumption of this Agreement at or prior to the effectiveness of any succession will be a material breach of this Agreement.

17. **Gender Neutral.** Wherever used herein, a pronoun in the masculine gender will be considered as including the feminine gender unless the context clearly indicates otherwise.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

Guidewire Software, Inc.

/s/ Marcus Ryu

Name: Marcus Ryu

Executive

/s/ Michael Rosenbaum

Mike Rosenbaum



**GUIDEWIRE APPOINTS MIKE ROSENBAUM AS CEO;
MARCUS RYU TRANSITIONS TO CHAIRMAN ROLE**

Guidewire affirms previously provided guidance for total revenue; Momentum for InsuranceSuite via Guidewire Cloud grows with six new deals in Q4 and a total of nine for fiscal 2019

SAN MATEO, Calif., August 5, 2019 – Guidewire Software, Inc. (NYSE: GWRE) today announced the appointment of Mike Rosenbaum, former EVP Product at Salesforce, as Chief Executive Officer and to the Board of Directors. Marcus Ryu has transitioned to become Chairman of Guidewire’s Board of Directors. Former Chairman, Peter Gassner, will continue to serve as an independent director.

Since joining Salesforce more than a decade ago, Mr. Rosenbaum has held several leadership positions and driven many of Salesforce’s most notable product achievements. Most recently, he served as EVP Product, with responsibility for customer success, vision, and product development for the world’s #1 CRM platform. He was appointed by Guidewire’s Board of Directors after an extensive selection process. Mr. Rosenbaum’s priorities will include building upon Guidewire’s position as the leading software provider to the global P&C industry, ensuring the success of the Guidewire customer community, and further advancing Guidewire’s cloud offerings.

“Guidewire is building on its market leadership position in mission-critical applications for P&C insurers to now deliver the leading cloud-based platform for the P&C industry. Mike’s experience in leading product development and go-to-market strategy at the world’s leading cloud enterprise software company make him the ideal leader to accelerate our progress,” said Mr. Ryu. “In addition to his leadership credentials, I am gratified that Mike so clearly evinces our values of integrity, rationality, and collegiality. My own journey with Guidewire continues in a new role, and I am eager to support him and the Guidewire team in the service of our customers for years to come.”

“I am honored to have the opportunity to serve as Guidewire’s CEO,” said Mr. Rosenbaum. “I applaud what the company has achieved and deeply appreciate its values and focused commitment to the P&C insurance industry. I’m excited for the opportunity to work with Marcus and the entire team and to play my part in the company’s future success.”

“We thank Marcus for co-founding and serving Guidewire since 2001 and welcome him into his new role as Chairman,” said Peter Gassner, Guidewire director. “We’re very excited to have Mike on board as CEO. His leadership and cloud experience will be instrumental as we look toward our next chapter of growth.”

Guidewire is still early in its quarter close process and, based on preliminary data, affirms guidance for total revenue, as provided in its earnings release on June 4, 2019, a copy of which can be found on its investor relations website at <http://ir.guidewire.com>. Guidewire also reports that momentum continues to grow for Guidewire Cloud, with six new deals of InsuranceSuite via Guidewire Cloud in Q4 and a total of nine for the fiscal year.

Conference Call

Guidewire will hold a conference call and webcast at 2:00 p.m. PT (5:00 p.m. ET) today to review and discuss this executive transition. A recorded version of this webcast will be available two hours after the call and accessible at <http://ir.guidewire.com>.

What: Guidewire Management Conference Call
When: Monday, August 5, 2019
Time: 2:00 p.m. PT (5:00 p.m. ET)
Live Call: (877) 705-6003, Domestic
(201) 493-6725, International
Replay: (844) 512-2921, Passcode 13693204, Domestic
(412) 317-6671, Passcode 13693204, International
Webcast: <http://ir.guidewire.com/> (live and replay)

The webcast will be archived on Guidewire's website for a period of three months.

About Guidewire Software

Guidewire delivers the industry platform that Property and Casualty (P&C) insurers rely upon to adapt and succeed in a time of accelerating change. We provide the software, services, and partner ecosystem to enable our customers to run, differentiate, and grow their business. We are privileged to serve more than 350 companies in 40 countries. For more information, please visit www.guidewire.com and follow us on twitter: [@Guidewire_PandC](https://twitter.com/Guidewire_PandC).

Cautionary Language Concerning Forward-Looking Statements

This press release contains "forward-looking statements" within the meaning of the "safe harbor" provisions of the Private Securities Litigation Reform Act of 1995, including but not limited to, statements regarding our financial outlook, fourth quarter and FY 2019 results, market positioning, business momentum, and demand for Guidewire Cloud. These forward-looking statements are made as of the date they were first issued and were based on current expectations, estimates, forecasts and projections as well as the beliefs and assumptions of management. Words such as "expect," "anticipate," "should," "believe," "hope," "target," "project," "goals," "estimate," "potential," "predict," "may," "will," "might," "could," "intend," variations of these terms or the negative of these terms and similar expressions are

intended to identify these forward-looking statements. Forward-looking statements are subject to a number of risks and uncertainties, many of which involve factors or circumstances that are beyond Guidewire's control. Guidewire's actual results could differ materially from those stated or implied in forward-looking statements due to a number of factors, including but not limited to, risks detailed in Guidewire's most recent Forms 10-K, 10-K/A and 10-Q filed with the Securities and Exchange Commission as well as other documents that may be filed by the Company from time to time with the Securities and Exchange Commission. In particular, the following factors, among others, could cause results to differ materially from those expressed or implied by such forward-looking statements: quarterly and annual operating results may fluctuate more than expected; seasonal and other variations related to our revenue recognition may cause significant fluctuations in our results of operations and cash flows; our reliance on sales to and renewals from a relatively small number of large customers for a substantial portion of our revenue; our ability to successfully manage any changes to our business model, including the transition of our products to cloud offerings; our services revenue produces lower gross margins than our license and maintenance revenue; assertions by third parties that we violate their intellectual property rights could substantially harm our business; we face intense competition in our market; our products or cloud-based services may experience data security breaches; changes in accounting guidance on revenue recognition, such as contained in ASC 606, have and may cause us to experience greater volatility in our quarterly and annual results; our ability to remediate our material weakness that arose in connection with the restatement of our financial statements for the years ended July 31, 2018 and 2017; weakened global economic conditions may adversely affect the P&C insurance industry including the rate of information technology spending; our product development and sales cycles are lengthy; the risk of losing key employees; changes in foreign exchange rates; general political or destabilizing events, including war, conflict or acts of terrorism; and other risks and uncertainties. Past performance is not necessarily indicative of future results. The forward-looking statements included in this press release represent Guidewire's views as of the date of this press release. The Company anticipates that subsequent events and developments will cause its views to change. Guidewire undertakes no intention or obligation to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise. These forward-looking statements should not be relied upon as representing Guidewire's views as of any date subsequent to the date of this press release.

Investor Relations Contact:

Garo Toomajianian
ICR, LLC
+1 (650) 357 5282
ir@guidewire.com

or

Media Contact:

Diana Stott
Guidewire Software, Inc.
+1 (650) 356 4941
dstott@guidewire.com

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NOTE: For information about Guidewire's trademarks, visit <https://www.guidewire.com/legal-notices>.