

ENCARGO 5. *Accrue Software 1999 Stock Purchase Plan***ESPECIFICACIONES DEL ENCARGO DE TRADUCCIÓN.**

Función prevista para el texto meta: informar sobre el plan de opciones sobre acciones de una determinada empresa (Accrue Software, Inc.).

Receptores: público con nivel cultural medio-alto e interesados en asuntos económicos (inversores y accionistas).

Coordenadas situacionales: coordinadas por defecto; no hay especificaciones particulares.

Medio de transmisión del TM: el texto será publicado en la página web de la empresa.

Razón o motivo por el que se realiza la traducción: la empresa en cuestión ha creado una página web multilingüe con todos sus contenidos. Este documento forma parte de la página.

TAREA: Traducir el TO al español teniendo en cuenta las especificaciones del encargo de traducción.

ACCRUE SOFTWARE, INC.
1999 EMPLOYEE STOCK PURCHASE PLAN

The following constitute the provisions of the 1999 Employee Stock Purchase Plan of Accrue Software, Inc. Inc.

1. PURPOSE. The purpose of the Plan is to provide employees of the Company and its Designated Subsidiaries with an opportunity to purchase Common Stock of the Company. It is the intention of the Company to have the Plan qualify as an 'Employee Stock Purchase Plan' under Section 423 of the Code. The provisions of the Plan shall, accordingly, be construed so as to extend and limit participation in a manner consistent with the requirements of that section of the Code.

2. DEFINITIONS.

(a) 'BOARD' means the Board of Directors of the Company.

(b) 'CODE' means the Internal Revenue Code of 1986, as amended.

(c) 'COMMON STOCK' means the Common Stock of the Company.

(d) 'COMPANY' means Accrue Software, Inc., a Delaware corporation.

(e) 'COMPENSATION' means total cash compensation received by an Employee from the Company or a Designated Subsidiary. By way of illustration, but not limitation, Compensation includes regular compensation such as salary, wages, overtime, shift differentials, bonuses, commissions and incentive compensation, but excludes relocation, expense reimbursements, tuition or other reimbursements and income realized as a result of participation in any stock option, stock purchase, or similar plan of the Company or any Designated Subsidiary.

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(f) 'CONTINUOUS STATUS AS AN EMPLOYEE' means the absence of any interruption or termination of service as an Employee. Continuous Status as an Employee shall not be considered interrupted in the case of (i) sick leave; (ii) military leave; (iii) any other leave of absence approved by the administrator, provided that such leave is for a period of not more than 90 days, unless reemployment upon the expiration of such leave is guaranteed by contract or statute, or unless provided otherwise pursuant to Company policy adopted from time to time; or (iv) in the case of transfers between locations of the Company or between the Company and its Designated Subsidiaries.

(g) 'CONTRIBUTIONS' means all amounts credited to the account of a participant pursuant to the Plan.

(h) 'CORPORATE TRANSACTION' means a sale of all or substantially all of the Company's assets, or a merger, consolidation or other capital reorganization of the Company with or into another corporation.

(i) 'DESIGNATED SUBSIDIARIES' means the Subsidiaries which have been designated by the Board from time to time in its sole discretion as eligible to participate in the Plan; provided however that the Board shall only have the discretion to designate Subsidiaries if the issuance of options to such Subsidiary's Employees pursuant to the Plan would not cause the Company to incur adverse accounting charges.

(j) 'EMPLOYEE' means any person, including an Officer, who is customarily employed for at least twenty (20) hours per week and more than five (5) months in a calendar year by the Company or one of its Designated Subsidiaries.

(k) 'EXCHANGE ACT' means the Securities Exchange Act of 1934, as amended.

(l) 'OFFERING DATE' means the first business day of each Offering Period of the Plan.

(m) 'OFFERING PERIOD' means a period of twenty-four (24) months commencing on February 1 and August 1 of each year, except for the first Offering Period as set forth in Section 4(a).

(n) 'OFFICER' means a person who is an officer of the Company within the meaning of Section 16 of the Exchange Act and the rules and regulations promulgated thereunder.

(o) 'PLAN' means this Employee Stock Purchase Plan.

(p) 'PURCHASE DATE' means the last day of each Purchase Period of the Plan.

(q) 'PURCHASE PERIOD' means a period of six (6) months within an Offering Period, except for the first Purchase Period as set forth in Section 4(b).

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(r) 'PURCHASE PRICE' means with respect to a Purchase Period an amount equal to 85% of the Fair Market Value (as defined in Section 7(b) below) of a Share of Common Stock on the Offering Date or on the Purchase Date, whichever is lower; provided, however, that in the event (i) of any increase in the number of Shares available for issuance under the Plan as a result of a stockholder-approved amendment to the Plan, and (ii) all or a portion of such additional Shares are to be issued with respect to one or more Offering Periods that are underway at the time of such increase ('Additional Shares'), and (iii) the Fair Market Value of a Share of Common Stock on the date of such increase (the 'Approval Date Fair Market Value') is higher than the Fair Market Value on the Offering Date for any such Offering Period, then in such instance the Purchase Price with respect to Additional Shares shall be 85% of the Approval Date Fair Market Value or the Fair Market Value of a Share of Common Stock on the Purchase Date, whichever is lower.

(s) 'SHARE' means a share of Common Stock, as adjusted in accordance with Section 19 of the Plan.

(t) 'SUBSIDIARY' means a corporation, domestic or foreign, of which not less than 50% of the voting shares are held by the Company or a Subsidiary, whether or not such corporation now exists or is hereafter organized or acquired by the Company or a Subsidiary.

3. ELIGIBILITY.

(a) Any person who is an Employee as of the Offering Date of a given Offering Period shall be eligible to participate in such Offering Period under the Plan, subject to the requirements of Section 5(a) and the limitations imposed by Section 423(b) of the Code; provided however that eligible Employees may not participate in more than one Offering Period at a time.

(b) Any provisions of the Plan to the contrary notwithstanding, no Employee shall be granted an option under the Plan (i) if, immediately after the grant, such Employee (or any other person whose stock would be attributed to such Employee pursuant to Section 424(d) of the Code) would own capital stock of the Company and/or hold outstanding options to purchase stock possessing five percent (5%) or more of the total combined voting power or value of all classes of stock of the Company or of any subsidiary of the Company, or (ii) if such option would permit his or her rights to purchase stock under all employee stock purchase plans (described in Section 423 of the Code) of the Company and its Subsidiaries to accrue at a rate which exceeds Twenty-Five Thousand Dollars (\$25,000) of the Fair Market Value (as defined in Section 7(b) below) of such stock (determined at the time such option is granted) for each calendar year in which such option is outstanding at any time. (...)

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