

## Settlement and Release Agreement

This Settlement and Release Agreement (the "Agreement") is made and entered into by and among Hewlett-Packard Company and its subsidiaries ("HP"), a Delaware corporation with its principal place of business at 3000 Hanover Street, Palo Alto, California 94304, Mark V. Hurd ("Hurd"), an individual, and Oracle Corporation and its subsidiaries ("Oracle"), a Delaware corporation with its principal place of business at 500 Oracle Parkway, Redwood City, California 95065. HP, Hurd and Oracle are collectively referred to as "the Parties." The "Effective Date" of this Agreement is September 20, 2010.

### RECITALS

- A. On September 7, 2010, HP filed suit against Hurd and unidentified DOE Defendants in the Superior Court of the State of California, County of Santa Clara, for alleged breach of contract and threatened misappropriation of trade secrets in connection with Hurd's employment with Oracle (Case No. 110CV181699) (the "Lawsuit").
- B. HP, Hurd and Oracle recognize the mutual advantages of the continuation of the HP – Oracle partnership and its benefits to their joint customers and prospects and now desire to further their business relationship and resolve the Lawsuit without the further time and expense of litigation.
- C. On August 6, 2010, HP and Hurd entered into a Separation Agreement and Release regarding Hurd's separation of employment from HP (the "Separation Agreement"). During Hurd's employment with HP, Hurd also signed those certain Agreements Regarding Confidential Information and Proprietary Developments referenced in Paragraph 5 of the Separation Agreement ("ARCIPDs"). Unless specifically set forth below, nothing in this Agreement is intended to modify or abrogate any of HP's or Hurd's obligations under the Separation Agreement or ARCIPDs.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and of other good and valuable consideration, the Parties hereby agree as follows:

1. Reaffirmation of the Oracle-HP Partnership. Oracle and HP reaffirm their commitment to their longstanding strategic relationship and their mutual desire to continue to support their mutual customers. Oracle will continue to offer its product suite on HP platforms, and HP will continue to support Oracle products (including Oracle Enterprise Linux and Oracle VM) on its hardware in a manner consistent with that partnership as it existed prior to Oracle's hiring of Hurd.
2. Reaffirmation of the HP-Hurd Separation Agreement. HP and Hurd reaffirm their commitment to comply with the terms of the Separation Agreement.

3. Excluded M&A Activity. Hurd agrees not to be involved in or with the origination, selection or valuation of any acquisition targets at Oracle for a period of six (6) months from the Effective Date, including recusing himself from voting as a member of the Board of Directors on any proposal to acquire such targets during that period. Hurd is not precluded from participating in any other merger and acquisition activities, including without limitation integration related activities (provided that Oracle has entered into or publicly announced that it intends to enter into agreements with such companies).
4. Excluded Customer Activity. Hurd agrees not to have any personal contact with the fifteen (15) commercial sector (*i.e.*, not federal or state government) customers identified by HP on Exhibit A to this Agreement for a period of six (6) months from the Effective Date (other than personal contact for purely social reasons with individuals with whom Hurd has a pre-existing social relationship). This Agreement will not, however, preclude Hurd from participation in Oracle customer events involving 25 or more non-Oracle employees or contractors, including Oracle Open World, where the representatives of such companies may be in attendance, and engaging in general discussion with such representatives which does not involve the solicitation of hardware related business on behalf of Oracle. Oracle agrees not to solicit any HP customer using HP confidential information obtained from Hurd. For purposes of clarity, Mr. Hurd will not be deemed to have breached this provision of this Agreement if a representative of a customer listed on Exhibit A telephones him or communicates to him in writing, and he refers the customer to the appropriate Oracle sales representative.
5. Solicitation/Hiring. Hurd agrees not to solicit any employee of HP to leave HP's employ for employment at Oracle for a period of fifteen (15) months from the Effective Date. Oracle agrees not to solicit any employee of HP to leave HP's employ for employment at Oracle using HP confidential information received from Hurd. Nothing in this paragraph is intended to preclude Oracle from hiring HP employees who respond to published Oracle recruiting notices, submit resumes to Oracle or otherwise seek to be hired by Oracle through its normal recruiting efforts.
6. No HP Confidential Information. Notwithstanding the language in paragraphs 4 and 5 above, Oracle represents that it has not solicited and will not solicit HP confidential information from Hurd and that it has received no HP confidential information from him.
7. Standstill Agreement:
  - a. Oracle agrees that for a continuous 18-month period beginning on the Effective Date, neither it nor any of its affiliates (as such term is defined under the Securities Exchange Act of 1934, as amended (the "*Exchange Act*")), alone or with others, will, unless expressly invited to do so by the General Counsel and Secretary of HP, directly or indirectly: