

EXHIBIT 7



Subject:
RE: Oracle v SAP -- Follow up wrt Revised Draft Agreement

From:
Alinder, Zachary J.
03/24/2011 04:03 PM

To:
'Jacqueline K. S. Lee'

Cc:
"Nelson, Daniel A.", "'Gregory Castanias'", "Howard, Geoff", "'Jane L Froyd'", "'Kenneth J. Krupsky'", "Schnall, Matthew D.", "'Nicole Massey'", "'Rachel L. Rawson'", "Brundage, Robert A.", "Jason McDonell"
Show Details

Jaci,

While both sides agreed that the escrow agreement required final client approval, this is still a reversal in SAP's position and a very significant one. Oracle has been negotiating in good faith for months now on this proposed escrow agreement, in large part due to the "complexity" of the issues as you note in your email. And pulling the plug on that meet and confer at the same time that SAP proposes a significant, late reversal in position does not appear to us to be in good faith. However, we will review your motion and respond/oppose as appropriate, including bringing these facts to the attention of the Court.

Best regards,
Zac

From: Jacqueline K. S. Lee [<mailto:jkslee@JonesDay.com>]
Sent: Thursday, March 24, 2011 11:27 AM
To: Alinder, Zachary J.
Cc: Nelson, Daniel A.; 'Gregory Castanias'; Howard, Geoff; 'Jane L Froyd'; 'Kenneth J. Krupsky'; Schnall, Matthew D.; 'Nicole Massey'; 'Rachel L. Rawson'; Brundage, Robert A.; Jason McDonell
Subject: RE: Oracle v SAP -- Follow up wrt Revised Draft Agreement

Zac,

Contrary to your assertion, this is not a "reversal" of Defendants' position; both Plaintiffs and Defendants have made clear at each meet and confer that the proposals discussed have been and are subject to client approval - a point that both parties emphasized in light of the complexity of these issues. Although Defendants have been and remain ready and willing to continue discussing these issues, given the late hour, we cannot rely on the Court having the opportunity to review and sign an order extending the stay before the close of business today. (We also note that Plaintiffs rejected Defendants' proposal earlier this week to submit a request in advance of the expiration of the current stay that the Court extend the stay to permit the parties to continue their negotiations.) Thus, in view of the Court-ordered deadline, Defendants must file their Rule 62 motion today, contested or not, to preserve their rights. However, Defendants remain open to continuing to discuss these issues with Oracle after the filing of the motion in the hope of resolving this matter without the Court's intervention.

Regards,

Jaci

Jacqueline Lee
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From: "Alinder, Zachary J." <zachary.alinder@bingham.com>
To: "Rachel L. Rawson" <rllawson@JonesDay.com>
Cc: "Nelson, Daniel A." <daniel.nelson@bingham.com>, "Gregory Castanias" <gcastanias@JonesDay.com>, "Howard, Geoff" <geoff.howard@bingham.com>, "Jane L Froyd" <jfroyd@JonesDay.com>, "Jacqueline K. S. Lee" <jkslee@JonesDay.com>, "Kenneth J. Krupsky" <kjkrupsky@JonesDay.com>, "Schnall, Matthew D." <m.schnall@bingham.com>, "Nicole Massey" <nmassey@JonesDay.com>, "Brundage, Robert A." <robert.brundage@bingham.com>
Date: 03/24/2011 10:31 AM
Subject: RE: Oracle v SAP -- Follow up wrt Revised Draft Agreement

Rachel,

This is a significant reversal from the Parties' numerous recent meet and confers and the language that both sides have negotiated over the past week. Given the serious and potentially enormous tax consequences, this will require detailed review at many levels. We will not likely be able to get all of the necessary parties to review and consider this change, let alone approve it, in the time we have left. In light of this significant change in SAP's position, and given the late hour of the proposed change, Oracle will agree to extend the temporary stay and the filing date by two more weeks to enable the Parties to evaluate and discuss further. Please confirm, and I will revise the prior draft stipulation to reflect the current status and send it for your review.

Best regards,
Zac

From: Rachel L. Rawson [<mailto:rllawson@JonesDay.com>]
Sent: Thursday, March 24, 2011 9:32 AM
To: Alinder, Zachary J.
Cc: Nelson, Daniel A.; 'Gregory Castanias'; Howard, Geoff; 'Jane L Froyd'; 'Jacqueline K. S. Lee'; 'Kenneth J. Krupsky'; Schnall, Matthew D.; 'Nicole Massey'; Brundage, Robert A.
Subject: RE: Oracle v SAP -- Follow up wrt Revised Draft Agreement

Zac,

After further consideration and reflection and given the requirement to file today, SAP has decided that it cannot accept Oracle's proposed indemnity language and that it must proceed with a motion requesting that the Court approve Defendants' proposed escrow agreement as security for the judgment. The form of escrow agreement we will propose contains the same QSF language that we sent you last week, providing for the tax treatment of the escrow fund as a QSF, with no grantor trust election and no tax indemnity. We believe this is the most appropriate form of security for both parties under all of the circumstances and wanted to give Oracle a last opportunity to agree to it. Further, the proposed escrow agreement retains the proposed language in Section 8, pursuant to which Oracle would indemnify JP Morgan for specific losses solely resulting from Oracle's conduct. Even if we do not reach agreement today, we will be pleased to continue our discussions later. Attached is the form of escrow agreement that we plan to propose, together with a copy marked to show changes from the

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