EXHIBIT B

Alinder, Zachary J.

From: Jane L Froyd [jfroyd@JonesDay.com]

Sent: Monday, February 07, 2011 1:45 PM

To: Alinder, Zachary J.

Cc: 'Elaine Wallace'; 'Fred Norton'; Hinman, Frank; 'Gregory Castanias'; Howard, Geoff; 'Jason McDonell'; 'Steven Holtzman'; 'Greg Lanier'; Jacqueline K. S. Lee; Scott Cowan; Joshua L Fuchs

Subject: Re: Summary Escrow Terms

Zac,

Thanks for your comments below. We believe that many of Oracle's proposed revisions are acceptable to Defendants and we will send to you shortly a revised version of the escrow term sheet incorporating these changes. However, Defendants do not understand why Oracle insists that SAP AG be a party to the escrow. As we have previously stated, for a variety of internal administrative reasons, it makes more sense for Defendants to have the escrow agreement structured in the way that Defendants have proposed, and there should be no prejudice to Oracle so long as the full amount of its money judgment and interest is secured. The escrow account will have the full $1.3B judgment plus the agreed upon post-judgment interest already paid into the account, an account to which Oracle is a party. Please explain what prejudice Oracle believes it could possibly suffer (and the legal authority, if any, on which such a claim of prejudice is based) by not having SAP AG as a named party to the escrow agreement.

Regards,

Jane

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Date: 02/04/2011 04:29 PM

Subject: Summary Escrow Terms

Jane,

Thank you for sending the full proposed escrow agreement this afternoon. We note that it is substantially more complex than the summary term sheet. As for the summary terms, below in red, I've inserted our

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comments/responses/questions on the proposed revisions to the escrow terms in between the high level comments that you sent in your earlier email:

-Parties to the Agreement: For administrative reasons, Defendants prefer to have the escrow account in the name of SAP America, Inc., but this does not otherwise effect any of the terms of the agreement or obligations of the security.

- We will not agree to an escrow agreement where SAP AG is not a party. The judgment is against all three defendants, jointly and severally. The escrow agreement must include each of those parties.

-Amount of Escrow: Defendants believe that the two-year period for interest is sufficient, but are willing to compromise and agree to a three-year period. We made this edit, but otherwise accepted Oracle's changes.

- Assuming that we reach agreement on the other terms, including that SAP AG is a party to the agreement, we will accept the three-year period.

    -Investment of Funds: Defendants believe that so long as SAP maintains the minimum escrow amount, it should be free to withdraw the investment income. We have edited this section accordingly, but otherwise accepted Oracle's changes.

- Assuming that we reach agreement on the other terms and assuming that the investments are sufficiently conservative and that there are sufficient enforcement mechanisms in place in case the amount drops below the minimum escrow amount, we can accept in principle that SAP may withdraw investment income above the minimum escrow amount.

-Release of Funds: Oracle modified this section so that there are six provisions regarding release of funds. Defendants are generally fine with paragraphs 1, 2, and 5, with a minor internal consistency edit to number 2. With regard to paragraphs 3 and 4, we have added language having SAP confirm the computation of the amount to be released from the escrow account. With regard to paragraph 6, it largely duplicated a provision in Defendants' original proposal, but was premised on the notion that the escrow agreement will have a date certain on which it terminates. We have now simply deleted it from this draft.

- As for the provision that SAP be allowed to confirm the released funds from escrow, we will agree to this provision only if (a) there is a clear enforcement procedure with the Court in case Oracle and SAP disagree on whether funds should be released or the amount of any release, and (b) there is a time limit for SAP to provide confirmation, e.g. one week.
- As for paragraph 6, the purpose of that paragraph was to provide a backstop. You have deleted that provision and also added in a provision that would set forth a date certain by which the escrow would terminate. On that date, any funds would go back to SAP. It doesn't make sense for a date certain for the funds to go back to SAP, without the backstop to ensure that Oracle has been paid before that date. So, while we may be able to agree to a date certain for ending of the escrow (*see* below), paragraph 6 should be added back in regardless.

    Also, Oracle added to the "Release of Funds" section a provision lifting the stay of enforcement of the judgment upon the occurrence of any of the previous conditions. Defendants believe that it is not necessary for the stay to be lifted before funds could be released from the escrow account. Thus we deleted this provision.

- Why don't you believe that it is necessary for the stay to be lifted before funds could be released? At base, we need to make sure that release of funds is not a violation of the stay. So, we can make it a provision of the escrow agreement, as Oracle previously proposed, or we may be able to build it into a stipulation/motion re entry of the escrow agreement, e.g. that any release of funds under the escrow agreement shall not be a violation of any stay.

    -Dispute Resolution and Governing Law: After reviewing Oracle's edits, Defendants believe that these sections are largely duplicative, and simply eliminated the "Dispute Resolution" provision and accepted Oracle's changes to the "Governing Law" provision.

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- Per the discussion above, we disagree and think that there needs to be a clear and strong dispute resolution section. Moreover, we need both sides to agree that the Judge Hamilton shall retain jurisdiction on any dispute related to the agreement.   Finally, we will need Judge Hamilton to sign off on the order saying that she will retain jurisdiction.

  -Termination Date: Oracle added several new termination events. Defendants added language having SAP confirm that the event has occurred.
- Per the above, if SAP wants to be allowed to confirm, we will need both a limit on the time for that confirmation to occur (e.g. one week) and a clear procedure for dispute resolution.

  Also, Oracle eliminated the concept of a date certain for the termination date, which means that the agreement would remain in effect indefinitely. It is Defendants' understanding that escrow agents usually require that there be some final termination date, and have thus added this provision back into the agreement. Defendants are willing to negotiate with Oracle regarding the specific date.
- As discussed above, we need the backstop provided in paragraph 6 discussed above, if we have a termination date certain in the future. In addition, the termination date should not be less than 15 years out. Though not likely, the appeal could conceivably last more than 10 years.

In addition, we are reviewing the full escrow agreement, and expect to have significant additional comments on that next week. We should attempt to set up a meet and confer next week to work out the remaining issues.

Have a good weekend,
Zac

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