

# EXHIBIT 6

CONFIDENTIAL

The terms of this stipulation are not binding or effective unless and until the parties execute a final agreement and the Court accepts the stipulated terms in their entirety. The Parties reserve the right to withdraw agreement to any or all terms if the Court chooses not to accept any term.

1. TN stipulates to all liability on all claims (preserving no defenses, including any raised on summary judgment but retaining all defenses to damages as described in # 5 below). SAP will not contend that Oracle has failed to prove indirect liability due to a failure of proof against TN.

2. SAP (referring to SAP AG and SAP America) stipulates to vicarious liability on the copyright claims (preserving no defenses, including any raised on summary judgment, but retaining all defenses as to damages as described in # 5 below) and agrees to guarantee payment of any judgment awarded against TN or SAP.

3. Oracle dismisses with prejudice all claims against SAP except for indirect copyright infringement and except as to any right to appeal any rulings made by the trial court (e.g., saved development costs as a basis for unjust enrichment) which Oracle preserves for all purposes. Oracle therefore retains claims for contributory copyright infringement, to which SAP retains all pleaded defenses, including as described in #5 below, at the trial scheduled for November 1, 2010.

4. The parties envision that the jury will be instructed, and the jury verdict form will reflect, that the Parties have stipulated to liability for certain claims against TN and SAP as set forth in #s 1 and 2 above (which the parties may refer to at any time during trial). Subject only to the trial time limits set forth in #8 below, both parties may present evidence at trial related to the stipulated claims as background or context for the stipulated claims, and/or as relevant to damages or other claims and defenses not stipulated to or dismissed by the parties. The parties will not object to evidence related to the stipulated claims pursuant to FRE 401-403 (including that the evidence is irrelevant, cumulative, unduly time consuming or prejudicial) on grounds that the evidence relates to the stipulated claims. Oracle may not argue to the Court, jury or public that SAP is in fact liable on claims that Oracle agrees to dismiss under paragraph 3, or not pursue under paragraph 7, and SAP may not argue to the Court, jury or public that either (i) TN in fact is not liable on claims stipulated under paragraph 1, or (ii) SAP in fact is not liable on the basis of vicarious liability as stipulated under paragraph 2.

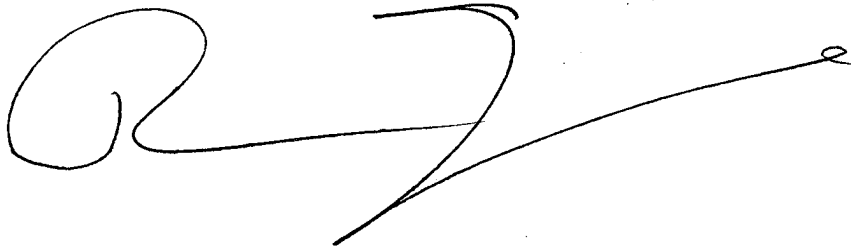
5. SAP and TN retain all defenses to the alleged causation, fact or amount of or entitlement to disgorgement, actual or punitive damages or any other legal or equitable remedy. For example, on some claim as to which TN had elected not to contest liability, it may still argue that a particular remedy is not available.

6. The parties would preserve their rights to appeal any judgment against them except as to issues or claims to which they have stipulated.

7. Punitive damages would remain in the case as to TN. Oracle agrees not to seek punitive damages against SAP in this case, provided, however, that Oracle may enforce SAP's guarantee to pay any award of punitive damages against TN.

8. The length of trial is shortened to 36 hours per side for presentation of testimony and argument to the jury.

9. Defendants to agree to entry of an injunction enjoining TN from (1) infringing Oracle's copyrights in PeopleSoft, J.D. Edwards, Siebel and Oracle Database software, and related support products; (2) accessing any password-protected Oracle website in any way not compliant with the Terms of Use for that website or with the customer license associated with the log-in credential being used; (3) using any automated downloading program (including Titan, spiders, bots, crawlers and scrapers) on any Oracle website; (4) interfering with Oracle's customers by offering support for their Oracle products using software or downloads obtained from a different customer generally directed at the stipulated conduct.

A large, stylized handwritten signature in black ink, consisting of a large loop on the left and a long, sweeping horizontal line extending to the right.A smaller, more complex handwritten signature in black ink, featuring multiple loops and a distinct, somewhat vertical stroke on the right side.