

EXHIBIT A

STAND-STILL AND HOLD HARMLESS AGREEMENT

This Stand-Still and Hold Harmless Agreement is entered into by and between Zynga, Inc. ("Zynga") and Electronic Arts Inc. ("EA").

WHEREAS, Zynga has made an offer of employment to John Schappert ("Schappert");

WHEREAS, EA has communicated a counter-offer to Schappert and desires that Zynga allow EA sufficient time to try and persuade Schappert to remain an EA employee;

WHEREAS, the Parties, and each of them, wish to resolve any and all actual or potential disputes, claims, complaints, grievances, charges, actions, petitions and demands that EA may have against Zynga or Schappert;

WHEREAS, the Parties have therefore decided to compromise, resolve, and settle without the need for litigation all possible disputes and claims arising amongst them arising out of or related to Zynga's recruitment of, or offer of employment to, or discussions with Schappert (the "Schappert Recruitment"), whether known or unknown that could have been asserted by EA against Zynga and/or Schappert;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows

1. Stand-still. For forty-five (45) days from the date of this Agreement (the "Stand-still" Period), the Parties agree not to initiate any claims of any kind against each other arising out of or related to the Schappert Recruitment. Except as provided for in Paragraph 2 of this Agreement, during the period of the Stand-Still, each Party retains all rights, and all applicable statute of limitations shall be tolled.

2. Release and Hold-Harmless. (a) By signing this Agreement, EA releases Zynga, its officers, directors and employees and Schappert from any and all claims or liabilities, whether known or unknown. EA expressly understands and acknowledges that it is possible that there may be unknown losses or claims arising from the acts and omissions of the Parties relating to the dispute. EA further understands and acknowledges that present losses or claims may have been underestimated in amount or severity. To the extent section 1542 of the Civil Code of the State of California (or similar provisions under the law of any other jurisdiction) may apply to this Agreement, EA has been advised by its counsel concerning that section, has read and understands it, hereby expressly waives all rights under that section, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH
THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS
OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE,
WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY
AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

(b) Obligation to Notify Zynga Of A Potential New Basis for Liability Or Else Waived. If, following April 4, 2011, EA has a good faith belief that a potential new claim or basis for liability against Zynga, its officers, directors and employees and/or Schappert has arisen that is related to the Schappert Recruitment, then EA must notify Zynga and/or Schappert (depending on against whom EA believes the new claim or liability has arisen) in writing within 72 hours after EA's CEO or General Counsel becomes aware of the facts substantiating such potential new claim. Absent such notice, EA explicitly and forever waives any claim arising out of the potential new basis for liability.

(c) Release if Schappert Accepts Zynga's Offer of Employment. If Schappert accepts an offer of employment from Zynga, then within 24 hours of Schappert's notification to EA of his acceptance of Zynga's offer, EA shall release Zynga, its offices, directors and employees and Schappert from any and all claims, whether known or unknown, which may have arisen since the date of this Agreement by executing Exhibit A hereto and delivering a copy to Zynga's General Counsel, other than any claims for which EA has provided timely notice in accordance with paragraph (b) above.

3. Confidentiality. The Parties and their counsel agree to maintain in confidence and not to disclose publicly any of the terms of this Agreement, except (a) as required by applicable law, regulation, or order or request of a court (including subpoena or document request), and (b) on an as-needed and confidential basis to such Party's present and future directors, executives, auditors, accountants, counsel, senior management, financial advisors, members, recruiters and employees, provided such Parties agree to maintain the confidential nature of this settlement to the extent permitted by law.

4. No Admission of Guilt or Liability. Nothing in this Agreement shall be construed as an admission of wrongdoing, guilt, or liability by or on the part of any Party.

5. No Effect on Regulatory Obligations. Nothing in this Agreement is meant to alter, diminish or otherwise modify either party's regulatory obligations.

6. Communication with Schappert During Stand-Still. Nothing prohibits Zynga from communicating with Schappert during the Stand-still period in accordance with law. However, Schappert shall not perform any work for Zynga unless and until he accepts Zynga's job offer, resigns from EA, and exits EA. Nothing in this Agreement interferes with or modifies Schappert's duties or obligations to EA, and Zynga acknowledges that Schappert owes a continuing duty of loyalty to EA as an employee under California law, ~~and additional obligations under his Agreement Regarding Proprietary Information and Inventions with EA.~~


7. Miscellaneous. This Agreement will be governed by and construed in accordance with the laws of the State of California. If any provision of this Agreement is determined by any court or arbitrator of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such provision will be enforced to the maximum extent possible given the intent of the parties hereto. If such clause or provision cannot be so enforced, such provision shall be stricken from this Agreement and the remainder of this Agreement shall be enforced as if such invalid, illegal or

unenforceable clause or provision had (to the extent not enforceable) never been contained in this Agreement. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, and all of which together shall constitute one and the same agreement. This Agreement shall become effective on the date executed by the Parties. This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement, and supersede all prior understandings and agreements, whether oral or written, between or among the parties hereto with respect to the specific subject matter hereof. This Agreement may be amended only by a written agreement executed by each of the parties hereto. No amendment of or waiver of, or modification of any obligation under this Agreement will be enforceable unless set forth in a writing signed by the party against which enforcement is sought. Any amendment effected in accordance with this section will be binding upon all parties hereto and each of their respective successors and assigns. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. No waiver granted under this Agreement as to any one provision herein shall constitute a subsequent waiver of such provision or of any other provision herein, nor shall it constitute the waiver of any performance other than the actual performance specifically waived. The Parties agree that Schappert is an express third-party beneficiary of this Agreement.

Zynga, Inc.:

Electronic Arts:

By:


Reginald D. Davis, General Counsel


Steve Bene, General Counsel

Date:

4/4/2011

Date:

4/4/2011

EXHIBIT A

This Release is entered into by and between Zynga, Inc. ("Zynga") and Electronic Arts Inc. ("EA").

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Release by EA. EA hereby releases Zynga, its officers, directors and employees and John Schappert from any and all claims or liabilities, whether known or unknown, which may have arisen after April 4, 2011 arising out of or related to Zynga's recruitment of, or offer of employment to, or discussions with Schappert. EA expressly understands and acknowledges that it is possible that there may be unknown losses or claims arising from the acts and omissions of the Parties relating to the dispute. EA further understands and acknowledges that present losses or claims may have been underestimated in amount or severity. To the extent section 1542 of the Civil Code of the State of California (or similar provisions under the law of any other jurisdiction) may apply to this Agreement, EA has been advised by its counsel concerning that section, has read and understands it, hereby expressly waives all rights under that section, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

2. Miscellaneous. This Agreement will be governed by and construed in accordance with the laws of the State of California. If any provision of this Agreement is determined by any court or arbitrator of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such provision will be enforced to the maximum extent possible given the intent of the parties hereto. If such clause or provision cannot be so enforced, such provision shall be stricken from this Agreement and the remainder of this Agreement shall be enforced as if such invalid, illegal or unenforceable clause or provision had (to the extent not enforceable) never been contained in this Agreement. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, and all of which together shall constitute one and the same agreement. This Agreement, and the Stand-still and Hold Harmless Agreement, constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement, and supersedes all prior understandings and agreements, whether oral or written, between or among the parties hereto with respect to the specific subject matter hereof. This Agreement may be amended only by a written agreement executed by each of the parties hereto. No amendment of or waiver of, or modification of any obligation under this Agreement will be enforceable unless set forth in a writing signed by the party against which enforcement is sought. Any amendment effected in accordance with this section will be binding upon all parties hereto and each of their respective successors and assigns. No delay or failure to


require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. No waiver granted under this Agreement as to any one provision herein shall constitute a subsequent waiver of such provision or of any other provision herein, nor shall it constitute the waiver of any performance other than the actual performance specifically waived. The Parties agree that Schappert is an express third-party beneficiary of this Agreement.

Zynga, Inc.:

Electronic Arts:

By:

Reginald D. Davis, General Counsel


Steve Bene, General Counsel

Date:

Date:

MAY 4, 2011

EXHIBIT B

CONFIDENTIAL SETTLEMENT AND RELEASE AGREEMENT

This Confidential Settlement and Release Agreement ("Agreement") is entered into as of September 21, 2011, by and among Electronic Arts Inc. ("EA") on the one hand, and Zynga Inc. ("Zynga"), John Schappert ("Schappert"), Steve Chiang ("Chiang"), Jeff Karp ("Karp"), and Travis Boatman ("Boatman") on the other hand (the "Zynga Parties"). EA, Zynga, Schappert, Chiang, Karp, and Boatman, together, are referred to as the "Parties," and each, individually, is referred to as a "Party." This Agreement shall be binding upon the Parties and their respective principals, agents, employees, officers, directors, predecessors and successors, subsidiaries and parents, related corporate entities, investors, assigns, and insurers.

WHEREAS, EA has raised concerns relating to the recruitment and hiring of certain current and former EA employees;

WHEREAS, Zynga contends that the recruitment and/or hiring of any EA employee has been lawful in all respects;

WHEREAS, the Parties wish to resolve any and all claims, including claims concerning Zynga's recruitment and/or hiring of any then-current EA employee;

WHEREAS, the Parties have therefore decided to compromise, resolve, and settle all possible disputes and claims, subject to the terms and conditions of this Agreement; and

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Obligations of Zynga.

- a. Third-Party Game Developers. Zynga agrees that Boatman will not in any way be involved in the solicitation or hiring of any Third-Party Game Developer listed in Attachment A, or any employee thereof, until after the date set forth for each such Third-Party Game Developer as set forth in Attachment A.

Nothing in this Agreement shall prohibit Zynga from:

- i. Employing any current or former EA employee (including any then-current employee of any Third-Party Game Developer) hired by a third-party company later acquired by Zynga;
- ii. Hiring any current or former EA employee (including any then-current employee of any Game Developer) that, as of the Effective Date of this Agreement, was already in communication with Zynga regarding prospective employment, including, without limitation, any EA current or

former employee who, as of the Effective Date of this Agreement, has already submitted a resume or employment application to Zynga, interviewed with Zynga regarding prospective employment, and/or had received an offer of employment from Zynga; and/or

iii. Employing, contracting with, or otherwise utilizing the services of any third-party developer who may have performed, or is then currently performing, Game Development services for EA.

b. Marketing Obligations. Zynga agrees that, between the Effective Date of this Agreement and November 30, 2011, Karp will not personally participate in any marketing efforts of Zynga pertaining to any SIMS-Social equivalent unreleased Zynga game currently under active development by Zynga.

c. Non-Solicitation. Zynga agrees that, from the Effective Date of this Agreement through December 31, 2011, no former EA employee now working for Zynga (excluding Colleen McCreary) will (i) directly or indirectly solicit any EA employees to work for Zynga, or (ii) use information regarding an EA employee acquired while working at EA, in order to influence Zynga's recruitment of an EA employee:

For the avoidance of doubt, "solicit" shall mean the active attempt to convince a then-current EA employee to resign employment with EA and accept employment with Zynga. It shall not be a breach of the foregoing paragraph for a former EA employee now working for Zynga to interview or participate in an interview with a candidate for potential hire who is a then-current EA employee if that Zynga employee did not work in the same studio group or corporate department with the potential candidate. Further, if a former EA employee now working for Zynga is contacted by a then current EA employee (who is not covered by 1. A. ii. above) seeking employment at Zynga; such Zynga employee shall only respond to those inquiries by referring them to Zynga People Operations and Colleen McCreary -- Zynga's Chief People Operations Officer.

2. Release of Claims by EA. Other than for those obligations created by or arising out of this Agreement, EA, on behalf of itself and its principals, agents, employees, officers, directors, predecessors and successors, subsidiaries and parents, investors, assigns, and insurers, hereby irrevocably, unconditionally, fully and forever releases, acquits, and discharges (i) Zynga, its principals, agents, employees, officers, directors, predecessors and successors, subsidiaries and parents, investors, assigns, and insurers, and (ii) Schappert, Boatman, Karp and Chiang, and their respective heirs, family members, executors, and assigns, and each of them, from any claim, duty, obligation or cause of action relating to any matters of any kind, whether presently known or unknown, suspected or unsuspected, that it may possess arising from any omissions, acts or facts that (a) have occurred up until and including the Effective Date of this Agreement and (b)

relate to the recruitment and/or hire and/or employment of former or current EA employees.

3. Release of Unknown Claims and Waiver of Civil Code section 1542. EA expressly understands and acknowledges that it is possible that there may be unknown losses or claims arising from the acts and omissions of the Zynga Parties relating to the recruitment and/or hire and/or employment of former or current EA employees. EA further understands and acknowledges that present losses or claims may have been underestimated in amount or severity. To the extent section 1542 of the Civil Code of the State of California (or similar provisions under the law of any other jurisdiction) may apply to this Agreement, EA has been advised by counsel concerning that section, has read and understands it, and hereby expressly waives all rights under that section, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH
THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS
OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE,
WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY
AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

4. Existing Agreements. Nothing in the foregoing sections 2 and 3 will affect the continued validity of any agreement between EA and any former employee of EA, nor act as a release of any claims under any such agreement arising from actions or omissions occurring from and after the date of this Agreement.
5. Confidentiality. The Parties and their counsel agree to maintain in confidence and not to disclose publicly any of the terms of this Agreement, except (a) as required by applicable law, regulation, or order or request of a court (including subpoena or document request) and/or (b) on an as-needed basis to such Party's present and future accountants, counsel, tax preparers, senior management and Board of Directors, and/or financial advisors.
6. No Admission of Guilt or Liability. Nothing in this Agreement shall be construed as an admission of wrongdoing, guilt, or liability by or on the part of any Party.
7. Breach of Agreement. Should EA believe that Zynga, Schappert, Chiang, Karp and/or Boatman, or any of them, has breached this Agreement, EA shall notify Zynga (and the allegedly breaching individual Party, if applicable) of the alleged breach and the basis for the belief that there has been a breach. Within seven (7) calendar days of receipt of such notice, EA's and Zynga's General Counsels, or their designees, shall meet and confer and attempt in good faith to resolve the breach. If their attempt is unsuccessful, a meeting to reach a good faith resolution of the alleged breach shall take place in a neutral location within seven (7) calendar days after the last meeting of the EA's and Zynga's General Counsels or their designees, and shall include at least one senior business representative from EA and Zynga. If the in-person meeting is not successfully in resolving the dispute,

the parties agree to mediate the dispute within fourteen (14) calendar days before a retired judge then employed by JAMS. It is the intention of the Parties to make good faith and reasonable efforts to try to resolve any disputes to try to avoid litigation, and EA agrees not to initiate any litigation prior to completing the steps set forth in this Paragraph.

8. Notices under this Agreement are to be sent, via overnight mail and email, to the following:

If to Zynga:

Reginald Davis, Esq.
General Counsel, Zynga Inc.
650 Townsend Street, Zynga Legal Department
San Francisco, CA 94107
rdavis@zynga.com

With a copy to:

Bradford K. Newman, Esq.
Paul Hastings, LLP
1117 S. California Avenue
Palo Alto, CA 94304
bradfordnewman@paulhastings.com

If to EA:

Steve Bené
Electronic Arts Inc.
209 Redwood Shores Parkway
Redwood City, CA 94065
GeneralCounsel@ea.com

9. Effective Date. This Agreement shall be effective immediately upon its execution by the Parties ("Effective Date").

10. Miscellaneous.

- (a) Governing Law. This Agreement shall be governed by, and construed in accordance with the laws of the State of California.
- (b) Successors Bound. This Agreement shall be binding upon the Parties' successors and assigns.
- (c) Construction. The language of all parts of this Agreement shall in all cases be construed as a whole, according to their fair meaning, and not strictly for or

against any Party. No Party shall be deemed the drafter of this Agreement. The Parties acknowledge that the terms of the Agreement are contractual and are the product of negotiations between the Parties. Each Party cooperated in, and was represented or had the opportunity to be represented by counsel during, the drafting and preparation of the Agreement. In any construction to be made of the Agreement, the Agreement shall not be construed against any Party.

- (d) Voluntary and Knowing Participation. This Agreement is entered into freely and voluntarily by each Party. The Parties acknowledge that they have had sufficient time and opportunity to consult with counsel and other advisors of their own choice in connection with the preparation and execution of this Agreement. Each of the Parties executed this Agreement with full knowledge of its significance and with express intention of effectuating its legal consequences.
- (e) Entire Agreement. This Agreement, and the Exhibits thereto, contain the entire agreement between the Parties with respect to the subject matter of this Agreement and supersede all prior oral or written understandings and agreements on the subject matter hereof, except as otherwise expressly set forth herein.
- (f) No Oral Modification. Any modification or amendment of this Agreement, or additional obligation assumed by any Party in connection with this Agreement, shall be effective only if placed in writing and signed by the Parties. No provision of this Agreement can be changed, altered, modified, or waived except by an executed writing by the Parties.
- (g) Severability. If any provision of this Agreement is for any reason held to be invalid, illegal, or unenforceable under applicable law in any respect, then: (i) such invalidity, illegality, or unenforceability shall not affect the other provisions of this Agreement; (ii) this Agreement shall be construed as if such invalid, illegal, or unenforceable provision were excluded from this Agreement.

In WITNESS WHEREOF, the Parties, through their duly authorized representatives, who by signing this agreement represent that they have authority to do so, agree to the foregoing as of the Effective Date:

Dated: September __, 2011 By: _____

Zynga Inc.

Dated: September 21, 2011 By: _____

Electronic Arts Inc.

Dated: September __, 2011 By: _____

John Schappert

Dated: September __, 2011 By: _____
Steven Chiang

Dated: September __, 2011 By: _____
Jeff Karp

Dated: September __, 2011 By: _____
Travis Boatman

ATTACHMENT A

Third Party Developer	End Date
Magic Pockets	September 30, 2011
Progressive	September 30, 2011
Venan	October 31, 2011
Digital Legends	November 30, 2011
SMLSD	November 30, 2011
Media Tonic	November 30, 2011
Barbaroga	November 30, 2011
Tag Games	February 28, 2012
Fantasy Interactive	March 31, 2012