

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

IN RE ARUBA NETWORKS, INC.) CONSOLIDATED
STOCKHOLDER LITIGATION) C.A. No. 10765-VCL

**STIPULATION AND AGREEMENT OF
COMPROMISE, SETTLEMENT AND RELEASE**

This Stipulation and Agreement of Compromise, Settlement and Release (together with the exhibits hereto, the “Stipulation”) is entered into as of July 1, 2015, by and among the Plaintiffs (defined below) and the Defendants (defined below) in the above-captioned action (the “Parties”) pending before the Court of Chancery of the State of Delaware (the “Court of Chancery” or the “Court”) under Consolidated C.A. No. 10765-VCL (the “Action”), by and through the Parties’ respective undersigned counsel, subject to the approval of the Court:

WHEREAS, on March 2, 2015, Aruba Networks, Inc. (“Aruba” or the “Company”), Hewlett-Packard Company (“HP”) and Aspen Acquisition Sub, Inc., a wholly-owned subsidiary of HP (“Merger Sub”), announced that they had entered into an Agreement and Plan of Merger, dated as of March 2, 2015 (the “Merger Agreement”), for HP to acquire Aruba at a purchase price of \$24.67 per Aruba share in cash (the “Merger”);

WHEREAS, between March 9, 2015 and March 23, 2015, seven class action complaints were filed in the Court of Chancery on behalf of Aruba stockholders against Aruba, its Board of Directors (the “Board” or the “Individual

Defendants”), HP, and/or Merger Sub (collectively with Aruba and the Individual Defendants, the “Defendants”); these actions were consolidated into the Action, and plaintiffs in the consolidated Action are collectively referred to herein as “Plaintiffs”;

WHEREAS, on March 17, 2015, Aruba filed its Preliminary Proxy Statement on Schedule 14A (the “Preliminary Proxy”) with the Securities and Exchange Commission (“SEC”);

WHEREAS, on April 1, 2015, a stockholder class action complaint was filed in the United States District Court for the Northern District of California on behalf of a putative class of Aruba stockholders and naming as defendants Aruba, the Board, Merger Sub, and HP (the “California Action”);

WHEREAS, on April 3, 2015, the Company filed its Definitive Proxy Statement on Schedule 14A with the SEC (“Definitive Proxy”) and announced that the vote on the Merger was scheduled for May 1, 2015;

WHEREAS, on April 8, 2015, Plaintiffs filed their Motions for Expedited Proceedings and Preliminary Injunction;

WHEREAS, on April 10, 2015, the Court entered an Order of Consolidation of the Related Actions and Appointment of Plaintiffs’ Co-Lead Counsel and Delaware Counsel, therein appointing (i) the law firms of Levi & Korsinsky, LLP and Wolf Haldenstein Adler Freeman & Herz LLP as Co-Lead

Counsel for the Plaintiffs in the Action, and (ii) Andrews & Springer, LLC and Rigrodsky & Long, P.A., as Delaware Counsel (collectively, “Plaintiffs’ Counsel”), and designating the Verified Amended Complaint filed by plaintiff Michael Adams on April 8, 2015 as the operative complaint;

WHEREAS, the consolidated Action alleged, among other things, that the members of the Board of Directors breached their fiduciary duties to Aruba stockholders by agreeing to the transaction for allegedly inadequate consideration, by agreeing to allegedly preclusive deal protection devices in the Merger Agreement, and by failing to disclose allegedly material information in the Definitive Proxy. The Action sought, among other things, an order enjoining the consummation of the Merger;

WHEREAS, following the filing of the Plaintiffs’ Motion for Expedited Proceedings, the parties reached agreement on the scope of expedited discovery and an expedited briefing and hearing schedule for Plaintiffs’ Motion for Preliminary Injunction;

WHEREAS, pursuant to agreement, Defendants produced over 12,000 pages of confidential documents, including, *inter alia*, board minutes, presentations, projections, correspondence and emails;

WHEREAS, on April 15, 2015, Plaintiffs’ Counsel took the deposition of Dominic Orr, the Company’s President, Chief Executive Officer and

Chairman of the Board;

WHEREAS, on April 21, 2015, Plaintiffs' Counsel took the deposition of George Boutros, a senior member of Qatalyst Partners;

WHEREAS, on the morning of April 22, 2015, pursuant to the schedule agreed upon by the parties and entered by the Court, Plaintiffs filed their Opening Brief in Support of Motion for Preliminary Injunction;

WHEREAS, after arm's-length negotiations, on the evening of April 22, 2015, Plaintiffs and Defendants, through their respective counsel, reached an agreement in principle, set forth in a Memorandum of Understanding (the "MOU"), providing for the settlement of the Action between and among Plaintiffs, on behalf of themselves and the putative Class (as defined below), and Defendants;

WHEREAS, prior to the execution of the MOU, Plaintiffs' Counsel and counsel for the Defendants did not discuss the appropriateness or amount of any application by Plaintiffs' Counsel for any award of attorneys' fees or expenses;

WHEREAS, in consideration for the MOU and in order to achieve a resolution of the Action, on April 23, 2015, Aruba filed a Current Report on SEC Form 8-K, that included certain supplemental information (the "Supplemental Disclosures") that was required by the MOU and that Plaintiffs' Counsel asserted in the Action, in their Preliminary Injunction briefing, and during settlement negotiations should be the subject of the further disclosure by Aruba;

WHEREAS, on April 23, 2015, the Parties informed the Court that they had entered into the MOU;

WHEREAS, on May 1, 2015, the shareholders of Aruba approved the Merger;

WHEREAS, Plaintiffs' Counsel have engaged and consulted extensively with their respective financial experts for the purposes of evaluating and prosecuting the claims in the Action and in connection with the settlement set forth in this Stipulation;

WHEREAS, counsel for the Parties, after extensive negotiations, were able to reach agreement on the Supplemental Disclosures attached hereto as Exhibit A that Plaintiffs' Counsel demanded for dissemination to Aruba stockholders nine (9) days in advance of the special meeting of stockholders to vote on the Merger on May 1, 2015, which the parties believe gave the Company's stockholders sufficient time to digest and consider that information in connection with their votes of the Merger and the decision as to whether or not to exercise their appraisal rights under Delaware law;

WHEREAS, Plaintiffs' Counsel have been afforded the opportunity to conduct, and have completed, such additional discovery as Counsel for the Parties agreed to complete in good faith pursuant to the MOU to confirm the fairness, reasonableness and adequacy of the terms of this Settlement, including the

depositions of Defendant Daniel Warmenhoven and Stuart Francis of Evercore on May 21 and May 22, 2015, respectively, and Plaintiffs' Counsel believe that settlement of the Action on the terms reflected in this Stipulation are fair, reasonable, and adequate to Plaintiffs and the putative Class;

WHEREAS, Defendants have denied, and continue to deny, any and all allegations of wrongdoing, breach of fiduciary duties, liability, or damage whatsoever, including any and all allegations that Defendants committed or aided or abetted in the commission of any unlawful, improper, or wrongful act, and Defendants maintain that they acted properly at all times and diligently and fully complied with their fiduciary duties, as well as their duties and obligations under federal and state law;

WHEREAS, Defendants are entering into the Settlement solely to eliminate the uncertainty, distraction, burden, and expense of further litigation, and without admitting the validity of any allegations made in the Action, or any liability with respect thereto;

WHEREAS, Plaintiffs believe that their claims have had substantial merit at all relevant times, and are agreeing to settle this litigation only because they believe that the Supplemental Disclosures provided a substantial benefit to the Company's stockholders by allowing for a substantially improved opportunity to cast a materially better informed vote on the Merger and/or make a materially

better informed decision as to whether or not to exercise appraisal rights under Delaware law;

WHEREAS, entry into the Stipulation by Plaintiffs is not an admission as to the lack of any merit of any of the claims asserted in the Action, and Plaintiffs' Counsel believe that the subsequent disclosures resulting from the Settlement permitted the Company's stockholders to make a materially fully informed decision with respect to the Merger;

WHEREAS, the Parties recognize the time and expense that would be incurred by further litigation of the Action and the uncertainties inherent in such litigation; and

WHEREAS, the Parties acknowledge that the settlement of the Action and the entry of a final judgment in connection therewith will bar, under the doctrines of *res judicata*, collateral estoppel, or otherwise, claims by Aruba stockholders arising out of or related to the Merger; and

WHEREAS, the Parties wish to resolve the claims asserted by Plaintiffs in the Action, and all claims arising out of the Merger, consistent with the terms of the MOU and following arm's-length negotiations, have reached an agreement as set forth in this Stipulation providing for the settlement of the Action on the terms and conditions set forth below (the "Settlement");

NOW, THEREFORE, IT IS STIPULATED AND AGREED, subject to approval by the Court, pursuant to Court of Chancery Rule 23, that for good and valuable consideration, the Action shall be dismissed with prejudice as to all Defendants and against all members of the Class (as defined below), and the Settled Claims (as defined below) shall be completely, fully, finally and forever compromised, settled, released, discharged, and extinguished as to all Released Parties (as defined below), upon the following terms and conditions:

DEFINITIONS

1. In addition to the terms defined above, as used in this Stipulation the following capitalized terms shall have the meanings specified below:

(a) “Class” means a non-opt-out class that includes any and all record and beneficial owners of Aruba common stock during the period beginning on March 1, 2015, through May 18, 2015, including any and all of their respective successors in interest, predecessors, representatives, trustees, executors, administrators, heirs, assigns or transferees, immediate and remote, and any person or entity acting for or on behalf of, or claiming under, any of them, and each of them (the “Class,” to be composed of “Class Members”). Excluded from the Class are Defendants, members of the immediate family of any Defendant, any entity in which a Defendant has or had a controlling interest, and the legal representatives,

heirs, successors or assigns of any such excluded person.

(b) “Class Member” means a member of the Class.

(c) “Final Court Approval” of the Settlement means that the Court has entered the Final Judgment (as defined below) certifying the Class, approving the Settlement, and dismissing the Action with prejudice on the merits, and that the Final Judgment either is finally affirmed on appeal or is no longer subject to further appeal and the time for any petition for reargument, appeal or review, by leave, certiorari, or otherwise, has expired. Final Court Approval shall not include (and the Settlement is expressly not conditioned on) the approval of an award of attorneys’ fees and the reimbursement of expenses to Plaintiffs’ Counsel, and any appeal or further proceedings related thereto. Final Court Approval shall not be affected by any appeal or other proceeding related solely to an application for attorneys’ fees and expenses or any motion or action to enforce the Settlement.

(f) “Final Judgment” means the Order and Final Judgment to be entered in the Action substantially in the form attached hereto as Exhibit D.

(e) “Individual Defendants” means Dominic P. Orr, Keerti Melkote, Bernard Guidon, Emmanuel Hernandez, Michael R. Kourey, Willem P. Roelandts, Juergen Rottler, and Daniel Warmenhoven.

(g) “Notice” means the Notice of Pendency of Class Action, Proposed Settlement and Settlement Hearing, substantially in the form attached hereto as Exhibit C.

(h) “Person” means any individual, corporation, partnership, limited liability corporation, association, affiliate, joint stock company, estate, trust, unincorporated association, entity, government and any political subdivision thereof, or any other type of business or legal entity.

(i) “Released Parties” means Defendants and each of their respective predecessors, successors-in-interest, parents, subsidiaries, affiliates, representatives, agents, trustees, executors, heirs, spouses, marital communities, assigns or transferees and any person or entity acting for or on behalf of any of them and each of them, and each of their predecessors, successors-in-interest, parents, subsidiaries, affiliates, representatives, agents, trustees, executors, heirs, spouses, marital communities, assigns or transferees and any person or entity acting for or on behalf of any of them and each of them (including, without limitation, any financial advisors, investment bankers, accountants, insurers, reinsurers or attorneys and any past or present officers, directors and employee of any of them).

(j) “Settled Claims” means any and all claims (including “Unknown Claims” as defined below), demands, rights, liabilities, and causes of action of

every nature and description whatsoever, against the Released Parties that have been or could have been asserted by Plaintiffs or any member of the Class in their capacity as stockholders, including class, derivative, individual, or other claims, whether state, federal, or foreign, common law, statutory, or regulatory, including, without limitation, claims under the federal securities laws, arising out of or related to: (i) the allegations contained in the Action, (ii) the Merger, (iii) the Company's Preliminary Proxy, filed on March 17, 2015, the Company's Definitive Proxy, filed on April 3, 2015, or any other disclosures relating to the Merger, or alleged failure to disclose, with or without scienter, material facts to stockholders in connection with the Merger, (iv) the events leading to the Merger, (v) the negotiations in connection with the Merger, (vi) any agreements relating to the Merger, and any compensation or other payments made to any of the Defendants in connection with the Merger, (vii) the merger consideration, (viii) any alleged aiding and abetting of any of the foregoing, and/or (ix) any and all conduct by any of the Defendants or any of the other Released Parties arising out of or relating in any way to the negotiation or execution of the MOU and this Stipulation of Settlement; provided, however, that the Settled Claims shall not include the right of the Plaintiffs or any members of the Class to enforce in the Court the terms of the Stipulation or any claims for appraisal pursuant to 8 *Del. C.* § 262.

(k) “Settlement Hearing” means the final hearing to be held by the Court to determine whether the Settlement should be approved as fair, reasonable and adequate and whether the Final Judgment approving the Settlement and dismissing the Action with prejudice should be entered.

(l) “Unknown Claims” means any claim that Plaintiffs or any member of the Class does not know or suspect to exist in his, her, or its favor at the time of the release of the Settled Claims as against the Released Parties, and any Settled Defendants’ Claims (as defined *infra* in paragraph 8) which any Defendant does not know or suspect to exist in his or its favor at the time of the release of the Settled Defendants’ Claims as against the Plaintiffs, the Class Members, and Plaintiffs’ Counsel, including without limitation those which, if known, would or might have affected the decision to enter into the Settlement or whether or how to object to the Settlement. Plaintiffs and the Class Members and Defendants acknowledge that they may hereafter discover facts in addition to or different from those which he, she or it now knows or believes to be true with respect to the subject matter of the Settled Claims and the Settled Defendants’ Claims, but Plaintiffs and Defendants upon Final Court Approval shall expressly, fully, finally and forever settle and release, and each Class Member shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever settled and released, any and all Settled Claims and Settled Defendants’ Claims,

known or unknown, suspected or unsuspected, contingent or non-contingent, which now exist, or heretofore have existed, upon any theory of law or equity now existing, including, but not limited to, conduct that is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. With respect to any and all Settled Claims and Settled Defendants' Claims, the Parties stipulate and agree that, upon Final Court Approval, Plaintiffs and Defendants shall expressly waive, and each of the Class Members shall be deemed to have waived, and by operation of the Final Judgment shall have waived, relinquished and released any and all provisions, rights and benefits conferred by or under Cal. Civ. Code § 1542 or any law of the United States or any state of the United States or territory of the United States, or principle of common law that governs or limits a person's release of unknown claims, including any law or principle of common law that is similar, comparable or equivalent to Cal. Civ. Code § 1542, 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.

The Parties acknowledge that they understand the significance and consequence of such release and such specific waiver of Cal. Civ. Code § 1542. It is the intention of Plaintiffs and Defendants, and by operation of law, the Class Members, to

completely, fully, finally and forever extinguish any and all Settled Claims and Settled Defendants' Claims, known or unknown, suspected or unsuspected, which now exist, or heretofore existed, and without regard to the subsequent discovery of additional or different facts. The Parties acknowledge, and the Class Members by operation of law shall be deemed to have acknowledged, that the inclusion of "Unknown Claims" in the definition of "Settled Claims" and "Settled Defendants' Claims" was separately bargained for and was a material element of the Settlement and was relied upon by each and all of the Parties in entering into the Stipulation.

SETTLEMENT CONSIDERATION

2. In consideration for the Settlement and dismissal with prejudice of the Action and the releases provided herein, Aruba agreed to issue the Supplemental Disclosures set forth in a Current Report on SEC Form 8-K, which was filed with the SEC on April 23, 2015 and is attached hereto as Exhibit A. Without admitting any wrongdoing or the validity of any allegations made in the Action, Defendants acknowledge that the filing and prosecution of the Action and discussions with Plaintiffs' Counsel were the sole cause for the Supplemental Disclosures.

CERTIFICATION OF SETTLEMENT CLASS

3. The Parties agree, for settlement purposes only, subject to Court approval, to the conditional certification of the Action as a non-opt-out class action

pursuant to Court of Chancery Rule 23 on behalf of a class consisting of all record and beneficial owners of Aruba common stock during the period beginning on March 1, 2015, through May 18, 2015 (the date of the consummation of the Merger), including any and all of their respective successors in interest, predecessors, representatives, trustees, executors, administrators, heirs, assigns or transferees, immediate and remote, and any person or entity acting for or on behalf of, or claiming under, any of them, and each of them. Excluded from the Class are Defendants, members of the immediate family of any Defendant, any entity in which a Defendant has or had a controlling interest, and the legal representatives, heirs, successors or assigns of any such excluded person. In the event that the Settlement does not become final for any reason, Defendants reserve the right to oppose certification of any plaintiff class in future proceedings.

SUBMISSION TO THE COURT FOR SCHEDULING ORDER

4. As soon as practicable after execution of this Stipulation, the Parties shall apply to the Court for entry of a Scheduling Order substantially in the form attached hereto as Exhibit B. The Parties will use their best efforts to seek the final approval of the Court for the Settlement and Stipulation as soon as practicable following appropriate notice to the Class members, in accordance with the terms of the Scheduling Order.

NOTICE

5. Aruba or its successor entity shall provide notice of the Settlement (“Notice”), in substantially the form attached hereto as Exhibit C, to the Class, as directed by the Court, in accordance with the Scheduling Order. Aruba (or its successor(s)) shall pay all costs and expenses incurred in providing Notice of the Settlement to the Class Members, with the understanding that such Notice is to be made by U.S. Mail unless otherwise ordered by the Court.

DISMISSAL WITH PREJUDICE, WAIVER, AND GENERAL RELEASE

6. Upon Court approval of the Settlement, the Action shall be dismissed with prejudice and without fees and costs, except as set forth in this Stipulation.

7. *Settled Claims.* Upon Final Court Approval of the Settlement by the Court, Plaintiffs and all Class Members shall be deemed to, and by operation of the Final Judgment shall fully, finally, and forever release, relinquish, and discharge all Settled Claims as against all Released Parties. Effective upon Final Court Approval, the Settlement shall result in the full and complete discharge, dismissal with prejudice on the merits, and release and settlement, to the fullest extent permitted by law, of all Settled Claims, including, but not limited to, the claims asserted in this Action and the California Action.

8. *Released Claims by Defendants.* Upon Final Court Approval of the Settlement by the Court, Defendants shall be deemed to, and by operation of the Final Judgment shall fully, finally, and forever release Plaintiffs, the Class Members, and Plaintiffs' Counsel from all claims, liabilities, complaints or sanctions, known or unknown, arising out of the investigation, pleading, initiation, prosecution, litigation, settlement and/or resolution of the Action (collectively, the "Settled Defendants' Claims"), and shall be forever barred and enjoined from asserting the Settled Defendants' Claims in any forum or before any authority whatsoever, *provided, however,* that Defendants and Released Parties shall retain the right to enforce in this Court the terms of the MOU or the Stipulation and to oppose any appraisal claims of any Class Member. These claims include Unknown Claims as defined above.

ORDER AND FINAL JUDGMENT

9. If this Settlement is approved by the Court, the Parties shall seek entry of the Final Judgment in the form attached hereto as Exhibit D. The Final Judgment shall, among other things: (i) certify the Class as a non-opt-out class pursuant to Court of Chancery Rule 23; (ii) certify Plaintiffs Nina Ballester, Ernest Liberti, Milton Bruce Williams, New Jersey Building Laborers Statewide Welfare Fund, Mohan Maturi, Michael Adams, Zachary Watts, and Harold Litwin as the Class Representatives; (iii) approve this Settlement as fair, reasonable and

adequate and in the best interests of the Class; (iv) dismiss the Action with prejudice on the merits, as against any and all Defendants, without fees or costs to any party except as herein provided; (v) provide for the releases of claims as described herein, including the Settled Claims and Settled Defendants' Claims; (vi) reserve jurisdiction for the purpose of effectuating the Settlement; (vii) enjoin all members of the Class from prosecuting or continuing to litigate any Settled Claim against any Released Party, including, but not limited to, the claims asserted in both the instant Action and the California Action; and (viii) enjoin Defendants from ever asserting, prosecuting or otherwise pursuing any Settled Defendants' Claims in any forum or before any authority whatsoever.

CONDITIONS OF SETTLEMENT

10. The consummation of the Settlement is subject to the following conditions: (a) certification of the non-opt-out Class for settlement purposes; (b) preliminary approval by the Court and the issuance of a Scheduling Order; (c) the provision of notice, which shall set forth the details of the Settlement, to potential Class Members; (d) Final Court Approval of the Settlement; (e) dismissal of the Action with prejudice and without awarding fees and costs to any party (other than as expressly provided herein); and (f) none of the material terms of the Settlement as set forth in the Stipulation being modified pursuant to any appeal or review; provided, however, that the Court's approval of the Settlement is not

contingent on its approval of any fee application and that the Settlement shall be valid and final even if the Court reduces or alters the amount of fees or expenses requested.

TERMINATION

11. This Stipulation shall be null and void and of no force and effect if the Settlement does not obtain Final Court Approval for any reason; provided, however, that any decision by the Court to approve an award of attorneys' fees and expenses less than the amount of attorneys' fees and expenses sought by Plaintiffs' Counsel, or not to award any attorneys' fees or expenses, shall not void the Stipulation or the Settlement.

12. Should this Stipulation not be fully executed by all of the Parties hereto, or not granted Final Approval by the Court, or in the event that the Settlement is rendered null and void for any of the reasons provided in this Stipulation, the Parties shall return to their respective litigation positions in the Action as of the time immediately prior to the date of the execution of the MOU. If the Settlement is terminated pursuant to the terms set forth herein, no party shall be entitled to recover any costs or expenses incurred in connection with the Action except as expressly set forth herein, and the MOU, the Stipulation, and any orders that may have been entered by any court in connection with the Stipulation: (i) shall be null and void and of no force and effect; (ii) shall not be admissible in

evidence or referred to for any purpose in the Action or in any other litigation or proceeding; (iii) shall not be deemed a presumption, a concession, or an admission by any party of any fault, liability, wrongdoing, or any infirmity or weakness of any claim or defense, as to any facts or claims that have been or might be alleged or asserted in the Action, or any other action or proceeding that has been, will be, or could be brought, and shall not be interpreted, construed, deemed, invoked, offered, or received in evidence or otherwise used by any person in the Action, or in any other action or proceeding, whether civil, criminal or administrative, for any purpose; and (iv) shall not be deemed to prejudice in any way the position of any party with respect to the Action or any other litigation or proceeding, including the right of Defendants to oppose certification of the class in any future proceeding, or the right of Plaintiffs to prosecute the Action as if the Settlement and all related discussions had not taken place. This Stipulation is not intended to, and does not, release any claims to enforce the Stipulation or the Settlement by any of the Parties hereto. Plaintiffs' Counsel shall retain the right to petition the Court for an award of attorneys' fees and reimbursement of expenses based on the publication of the Supplemental Disclosures. Defendants' Counsel retains the right to oppose such request.

REPRESENTATIONS OF THE PARTIES AND COUNSEL

13. Plaintiffs believe that their claims have had substantial merit at all relevant times, and are agreeing to settle this litigation only because they believe that the Supplemental Disclosures provided a substantial benefit to the Company's stockholders by allowing for a substantially improved opportunity to cast a materially better informed vote on the Merger and/or make a materially better informed decision as to whether or not to exercise appraisal rights under Delaware law. Plaintiffs and Plaintiffs' Counsel believe that the terms of this Stipulation are fair, reasonable, and adequate. Plaintiffs and Plaintiffs' Counsel believe that it is reasonable to pursue the Settlement based upon the terms and procedures outlined in this Stipulation.

14. Defendants have denied, and continue to deny, that any of them have committed or have threatened to commit any violations of law or breaches of duty to the Plaintiffs, the Class or anyone else. Defendants have denied, and continue to deny, any and all allegations of wrongdoing, breach of fiduciary duties, liability, or damage whatsoever, including any and all allegations that Defendants committed or aided or abetted in the commission of any unlawful, improper, or wrongful act, and Defendants maintain that they acted properly at all times and diligently and fully complied with their fiduciary duties, as well as their duties and obligations under federal and state law. Defendants are entering into the

Stipulation solely because the proposed Settlement will eliminate the uncertainty, distraction, burden, and expense of further litigation.

ATTORNEYS' FEES

15. Subject to the terms and conditions of this Stipulation and any Order of the Court, Plaintiffs may apply to the Court for an award of attorneys' fees and expenses to Plaintiffs' Counsel of up to \$387,500. Defendants acknowledge that Plaintiffs' Counsel intends to assert a claim for attorneys' fees and reimbursement of expenses in the Action, and Defendants will not oppose such application for fees and expenses provided the request for an award of attorneys' fees and expenses does not exceed \$387,500 in the aggregate for their services in the Action. Subject to the terms and conditions of this Stipulation and approval of the Court, Aruba (or its insurer(s) or successor(s)) on behalf of and for the benefit of Defendants agrees to pay such attorneys' fees and expenses as the Court may award to Plaintiffs' Counsel upon such application, and Aruba (or its insurer(s) or successor(s)) will be obligated to pay only those costs, fees or expenses of Plaintiffs' Counsel that may be awarded or approved by the Court in connection with the Action. No other Defendant shall bear responsibility for such payment. The Parties agree that any agreement with respect to, or approval of, an award of attorneys' fees and expenses to Plaintiffs' Counsel shall not be a condition to the Settlement, and that any failure of the Court to approve a request for attorneys'

fees in whole or in part shall have no impact on the effectiveness or enforceability of the Settlement. Plaintiffs' Counsel warrant that no portion of any award of attorneys' fees and expenses shall be paid to the Plaintiffs or to any member of the Class, except as approved by the Court. Except as provided herein, Defendants and Released Parties shall bear no other expenses, costs, damages, or fees alleged or incurred by Plaintiffs, by any member of the Class, or by any of their attorneys, experts, advisors, agents, or representatives, and Defendants and the Released Parties shall have no responsibility for, and no liability with respect to, the fee and/or expense allocation among Plaintiffs' Counsel and/or any other person who may assert any claim thereto.

16. The amount of attorneys' fees and expenses awarded by the Court shall be paid within ten (10) business days after the entry of an order awarding them, subject to the joint and several obligations of Plaintiffs' Counsel to make refunds or repayments to the entity that made the initial payments or its successor in interest if any specified condition to the settlement is not satisfied or if, as a result of any appeal and/or further proceedings or remand, or successful collateral attack, the Court's approval of the Settlement is reversed or the releases granted to the Released Parties are materially modified, any dismissal order is reversed, or the fee or costs award is reduced or reversed. At the time the fees are paid they shall be paid via wire transfer to an account managed by Levi &

Korsinsky LLP, and payment in accordance with the wire instructions provided by such counsel shall fully and completely discharge the obligations of Aruba (or its insurer(s) or successor(s)) to pay any fees awarded by the Court. No other applications for attorneys' fees and expenses shall be filed by Plaintiffs' Counsel in connection with the Settlement of the Action, and Plaintiffs' Counsel expressly waive any right to seek any award of such fees and expenses in connection with the Settlement of the Action except as provided in this paragraph. No fees or expenses shall be paid to Plaintiffs' Counsel pursuant to the Settlement in the absence of approval by the Court of a complete release of all Released Parties, in substantially the same form as described herein. Plaintiffs' Co-Lead Counsel shall have the right to distribute, in their complete discretion, any fees and expenses awarded by the Court to Plaintiffs' Counsel, and Defendants shall have no right to object to said distribution.

EXPENSES OF NOTICE AND ADMINISTRATION

17. Aruba (or its successor(s)) shall be responsible for effectuating the Court-approved notice and shall pay all costs and expenses related to providing Notice of the Settlement to the members of the Class, with the understanding that such Notice is to be made by U.S. Mail unless otherwise ordered by the Court. Defendants shall cause to be filed with the Court an affidavit attesting to the dissemination of the Notice at least ten (10) business days prior to the hearing

concerning the proposed Settlement.

STAY OF PROCEEDINGS

18. Effective immediately, and pending Final Court Approval of the Settlement by the Court, the Parties and their counsel agree that all proceedings in the Action, except for those related to the Settlement shall be stayed until the Settlement-related proceedings are concluded.

19. With respect to any action that is currently pending, including the California Action, or is later filed in state or federal court asserting claims that are related to the subject matter of this Action prior to Final Court Approval of the Settlement, Plaintiffs' Co-Lead Counsel and Class Representatives shall cooperate with Defendants in obtaining the dismissal, stay, or withdrawal of such related litigation, including where appropriate joining in any motion to dismiss or stay such litigation.

20. The Parties shall request that the Court order in the Scheduling Order that, pending final determination of whether the Settlement should be approved, Plaintiffs in the Action and all members of the Class, or any individually, are barred and enjoined from commencing, prosecuting, instigating or in any way participating in the commencement or prosecution of any action, including the California Action, that asserts any Settled Claims, either directly,

representatively, derivatively, or in any other capacity, against any Released Parties.

STIPULATION NOT AN ADMISSION

21. The fact of and provisions contained in this Stipulation, and all negotiations, discussions, actions and proceedings in connection with this Stipulation, the MOU, and the Settlement, shall not be deemed or constitute a presumption, concession or an admission by any Party in the Action, any signatory hereto or any Released Party of any fault, liability or wrongdoing or lack of any fault, liability or wrongdoing, as to any facts or claims alleged or asserted in the Action, or any other actions or proceedings, and shall not be offered or received in evidence or otherwise used by any person in the Action, or any other action or proceeding, except in connection with any proceeding to enforce the terms of this Stipulation and/or the Final Judgment, including the dismissal of any Settled Claims. The fact of and provisions contained in this Stipulation, and all negotiations, discussions, actions and proceedings leading up to the execution of this Stipulation, are confidential and intended for settlement purposes only. The Released Parties may file the Stipulation and/or the Final Judgment in any action brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement,

judgment bar or reduction, or any other theory of, without limitation, claim preclusion or issue preclusion or similar defense or counterclaim.

BEST EFFORTS

22. Plaintiffs, Defendants, and their attorneys agree to cooperate fully with one another in seeking the Court's approval of this Stipulation and the Settlement, and to use their best efforts to effect, take, or cause to be taken all actions, and to do, or cause to be done, all things reasonably necessary, proper, or advisable under applicable laws, regulations, and agreements to consummate and make effective, as promptly as practicable, the Settlement and this Stipulation (including, but not limited to, using their best efforts to resolve any objections raised to the Settlement) and the dismissal of the Action with prejudice and without costs, fees or expenses to any party, except as provided herein.

23. Without further order of the Court, Plaintiffs and Defendants may agree to reasonable extensions of time not expressly set forth by the Court in order to carry out any provisions of this Stipulation.

GOVERNING LAW; CONTINUING JURISDICTION

24. This Stipulation and the Settlement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to Delaware's principles governing choice of law. The Settlement shall be submitted for approval only by the Court of Chancery of Delaware, and any application for

an award of attorneys' fees and expenses pursuant to the Settlement must be made in the Court of Chancery of Delaware. Any dispute arising out of or relating in any way to this Stipulation or the Settlement shall not be litigated or otherwise pursued in any forum or venue other than the Court. Each party hereto (i) consents to personal jurisdiction in any such action (but in no other action) brought in the Delaware Court; (ii) consents to service of process by registered mail upon such party and/or such party's agent; (iii) waives any objection to venue in the Delaware Court and any claim that Delaware or the Delaware Court is an inconvenient forum; and (iv) waives any right to demand a jury trial as to any such action. The Parties submit themselves to the exclusive jurisdiction of the Delaware Court for the enforcement, interpretation of the Stipulation and its exhibits, and all other matters regarding or relating to them. Without affecting the finality of the Settlement, the Delaware Court shall retain jurisdiction for purposes, among other things, of administering the Settlement and resolving any disputes hereunder.

CONFIDENTIALITY

25. To the extent permitted by law and applicable Court rules, all agreements made and orders entered during the course of the Action relating to the confidentiality of documents or information shall survive this Settlement, subject to the terms of such agreements or orders.

CONSTRUCTION

26. This Settlement shall be construed in all respects as jointly drafted and shall not be construed, in any way, against any Party on the ground that the Party or its counsel drafted this Settlement.

27. Paragraph titles have been inserted for convenience only and will not be used in determining the terms of this Stipulation.

28. The terms and provisions of this Stipulation are intended solely for the benefit of the Released Parties, the Class, and their respective agents, executors, heirs, successors, and assigns, and it is not the intention of the Parties to confer rights or remedies upon any other person or entity, except any attorneys' fees and expenses to be paid pursuant to the terms of this Stipulation.

ENTIRE AGREEMENT; AMENDMENTS OR MODIFICATIONS

29. This Stipulation constitutes the entire agreement among the Parties with respect to the subject matter hereof, supersedes all written and oral communications, agreements or understanding that may have existed prior to the execution of this Stipulation, and may be modified or amended only by a writing signed by all of the Parties.

EXECUTION IN COUNTERPARTS

30. This Stipulation may be executed in any number of actual or copied counterparts and by each of the different Parties on several counterparts,

each of which when so executed and delivered will be an original. The executed signature page(s) from each actual or copied counterpart may be joined together and attached and will constitute one and the same instrument.

SUCCESSORS AND ASSIGNS

31. This Stipulation shall be binding upon and shall inure to the benefit of the Parties and their respective agents, executors, heirs, successors, and assigns.

WARRANTY

32. Class Representatives and their respective counsel in the Action represent and warrant that Class Representatives were stockholders of the Company and were stockholders at all relevant times and that none of Class Representatives claims or causes of action referred to in any complaint in the Action or this Stipulation, or any claims Class Representatives could have alleged, have been assigned, encumbered or in any manner transferred in whole or in part.

EXHIBITS

33. The Exhibits to this Stipulation are incorporated into and constitute an integral part of this Stipulation.

AUTHORITY

34. Each of the undersigned attorneys affirm that he or she has been duly empowered and authorized by his or her client(s) to enter into the Stipulation and bind their client(s) thereto.

IN WITNESS WHEREOF, the Parties have executed this Stipulation effective as of the date set forth above.

Dated: July 2, 2015

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