

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

SCHEDULE 13D

UNDER THE SECURITIES EXCHANGE ACT OF 1934
(AMENDMENT NO. ___)*

Excalibur Technologies Corporation

(Name of Issuer)

Common Stock

(Title of Class of Securities)

300651205

(CUSIP Number)

F. Thomas Dunlap, Jr.
Vice President, General Counsel and Secretary
Intel Corporation
2200 Mission College Boulevard
Santa Clara, California 95052
Telephone: (408) 765-8080

(Name, Address and Telephone Number of Person Authorized to
Receive Notices and Communications)

April 30, 2000

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(b) (3) or (4), check the following box [] .

NOTE: Six copies of this statement, including all exhibits, should be filed with the Commission. See Rule 13d-1(a) for other parties to whom copies are to be sent.

*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

SCHEDULE 13D

CUSIP No. 300651205 Page 2 of 12 Pages

(1) NAMES OF REPORTING PERSON
S.S. OR I.R.S. IDENTIFICATION NOS. OF ABOVE PERSON

Intel Corporation
94-1672743

(2) CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP* (a) []
(b) []

(3) SEC USE ONLY

(4) SOURCE OF FUNDS*

NOT APPLICABLE

(5) CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS
IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)

[]

(6) CITIZENSHIP OR PLACE OF ORGANIZATION

Delaware

Number of Shares Beneficially Owned by Each Reporting Person With	(7)	SOLE VOTING POWER
		0
	(8)	SHARED VOTING POWER
		4,276,621
	(9)	SOLE DISPOSITIVE POWER
		0
	(10)	SHARED DISPOSITIVE POWER
		0

(11) AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

4,276,621

(12) CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN
SHARES*

[]

(13) PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

29%

(14) TYPE OF REPORTING PERSON*

CO

CUSIP No. 300651205 SCHEDULE 13D Page 3 of 12 Pages

ITEM 1. SECURITY AND ISSUER:

- (a): The name and address of the issuer is Excalibur Technologies Corporation, a Delaware corporation (the "Company"), which has its principal executive offices at 1921 Gallows Road, Suite 200, Vienna, Virginia 22182.
- (b) The title and class of equity securities to which this statement relates is the common stock of the Company (the "Shares").

ITEM 2. IDENTITY AND BACKGROUND:

- (a)-(c), (f): This statement is filed by Intel Corporation, a Delaware corporation ("Intel" or the "Reporting Person"), which has its principal executive offices at 2200 Mission College Blvd., Santa Clara, California 95052-8119. Intel is the world's largest chip maker and is also a leading manufacturer of computer, networking and communications products.

Attached hereto as Appendix A is information required by this

Item 2 with respect to the executive officers and directors of the Reporting Person. All such individuals are U.S. citizens, except as otherwise indicated on Appendix A.

- (d): During the last five years neither Intel nor any officer or director of Intel has been convicted in any criminal proceeding (excluding traffic violations or similar misdemeanors).
- (e): During the last five years, neither Intel, nor, to Intel's knowledge, any officer or director of Intel has been party to any civil proceeding of a judicial or administrative body of competent jurisdiction as a result of which such person would have been subject to any judgment, decree or final order enjoining future violations of or prohibiting or mandating activities subject to Federal or State securities laws or finding any violation with respect to such laws.

ITEM 3. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION:

In connection with the Agreement and Plan of Contribution and Merger, dated as of April 30, 2000, among the Company, Intel, Exca Holdings, Inc., a Delaware corporation and wholly owned subsidiary of the Company ("Newco"), and Excalibur Transitory, Inc., a Delaware corporation and wholly owned subsidiary of Newco ("Transitory") (the "Agreement"), filed as Exhibit A to this Schedule 13D, Intel and the directors, officers and certain stockholders of the Company holding in the aggregate approximately 29% of the outstanding common stock of the Company (collectively, the "Proxy Grantors"), entered into the Voting Agreements and Irrevocable Proxies attached hereto as Exhibits B to N (the "Voting Agreements"), whereby each Proxy Grantor agreed to vote in favor of the Agreement, the merger and the other transactions contemplated by the Agreement and granted to Intel an irrevocable proxy for the term of the Agreement to vote such Proxy Grantor's Shares in favor of the Merger and the transactions contemplated by the Agreement.

ITEM 4. PURPOSE OF TRANSACTION:

- (a) - (g), (j): In connection with the Agreement, Intel obtained irrevocable proxies with respect to certain Shares from the officers, directors and certain stockholders of the Company pursuant to the Voting Agreements, authorizing Intel to vote those Shares in favor of the Merger and the transactions contemplated by the Agreement.

SCHEDULE 13D

CUSIP No. 300651205 Page 4 of 12 Pages

Pursuant to the Agreement, (i) Intel will contribute \$150 million, certain technology and intellectual property (as set forth in Exhibit A of the Agreement) and its Interactive Media Services Division to Newco in exchange for 60 percent of Newco's equity consisting of 14,168,655 shares of the Class A Common Stock, \$.01 par value per share, of Newco (the "Newco Common Stock") and 12,865,738 shares of the Class B Common Stock, \$.01 par value per share, of Newco (the "Newco Non-Voting Common Stock"), subject to adjustment as provided in Section 1.1 of the Agreement and (ii) Transitory will merge with and into the Company (the "Merger"), with the Company surviving the Merger as a wholly owned subsidiary of Newco. The holders of the Company's common stock will receive one (1) share of Newco Common Stock for each share of the common stock of the Company outstanding immediately prior to the Effective Time (as defined in Section 2.2 of the Agreement) and the holders of the Company's preferred stock will receive one (1) share of preferred stock of Newco for each share of Company preferred stock outstanding immediately prior to the Effective Time. After the Effective Time, the former holders of the Company's common and preferred stock will own 40 percent of Newco's equity.

Intel will, from time to time, evaluate market opportunities for the sale of its shares and may sell all or a portion of its shares in one or more sales pursuant to public or private offerings.

- (h) and (i): At the Effective Time, Shares of the Company will be delisted from NASDAQ and become eligible for termination of registration pursuant to Section 12(g)(4) of the Securities Exchange Act of 1934, as amended.

Pursuant to the Agreement, Newco shall file an initial listing application with NASDAQ relating to the shares of Newco Common Stock to be issued in connection with the transactions

contemplated by the Agreement and use reasonable efforts to cause such shares of Newco Common Stock to be listed prior to the Effective Time.

Pursuant to the Agreement, the holders of the Company's common stock will receive one (1) share of Newco Common Stock for each share of the common stock of the Company outstanding immediately prior to the Effective Time and the holders of the Company's preferred stock will receive one (1) share of preferred stock of Newco for each share of Company preferred stock outstanding immediately prior to the Effective Time. After the Effective Time, the former holders of the Company's common and preferred stock will own 40 percent of Newco's equity.

ITEM 5. INTEREST IN SECURITIES OF THE ISSUER

- (a) - (c): As a result of Intel's obtaining an irrevocable proxy with respect to certain Shares pursuant to the Voting Agreements, Intel may be deemed to own beneficially an aggregate of 4,276,621 Shares (representing approximately 29% of the Shares outstanding on April 30, 2000). Intel, however, disclaims beneficial ownership of such Shares, and this statement shall not be construed as an admission that Intel is, for any or all purposes, the beneficial owner of such Shares.
- (d): Until the Effective Time, each Proxy Grantor will retain the right to receive dividends in respect of, and the proceeds from the sale of, the Shares of such Proxy Grantor subject to the Voting Agreement.
- (e): Not applicable.

SCHEDULE 13D

CUSIP No. 300651205 Page 5 of 12 Pages

ITEM 6. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE ISSUER:

Except as disclosed in or contemplated by the Agreement and the Voting Agreements, there are no contracts, arrangements, understandings or relationships between Intel and any third person with respect to the Shares.

ITEM 7. MATERIAL TO BE FILED AS EXHIBITS:

- Exhibit A Agreement and Plan of Contribution and Merger, dated as of April 30, 2000, among the Company, Intel, Newco and Transitory (incorporated by reference to Exhibit 5.1 of the Company's Form 8-K as filed on May 3, 2000)
- Exhibit B Voting Agreement and Irrevocable Proxy, dated as of April 30, 2000, by and between Intel and Allen & Co., Inc.
- Exhibit C Voting Agreement and Irrevocable Proxy, dated as of April 30, 2000, by and between Intel and Richard M. Crooks, Jr.
- Exhibit D Voting Agreement and Irrevocable Proxy, dated as of April 30, 2000, by and between Intel and Allen Holdings, Inc.
- Exhibit E Voting Agreement and Irrevocable Proxy, dated as of April 30, 2000, by and between Intel and Herbert Allen
- Exhibit F Voting Agreement and Irrevocable Proxy, dated as of April 30, 2000, by and between Intel and Donald R. Keough
- Exhibit G Voting Agreement and Irrevocable Proxy, dated as of April 30, 2000, by and between Intel and Patrick Condo
- Exhibit H Voting Agreement and Irrevocable Proxy, dated as of April 30, 2000, by and between Intel and John S. Hendricks
- Exhibit I Voting Agreement and Irrevocable Proxy, dated as of April 30, 2000, by and between Intel and W. Frank King III
- Exhibit J Voting Agreement and Irrevocable Proxy, dated as of

April 30, 2000, by and between Intel and John G. McMillian

- Exhibit K Voting Agreement and Irrevocable Proxy, dated as of April 30, 2000, by and between Intel and Philip J. O'Reilly
- Exhibit L Voting Agreement and Irrevocable Proxy, dated as of April 30, 2000, by and between Intel and James H. Buchanan
- Exhibit M Voting Agreement and Irrevocable Proxy, dated as of April 30, 2000, by and between Intel and Harry C. Payne
- Exhibit N Voting Agreement and Irrevocable Proxy, dated as of April 30, 2000, by and between Intel and Paul E. Nelson

SCHEDULE 13D

CUSIP No. 300651205 Page 6 of 12 Pages

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, the undersigned certifies that the information set forth in this statement is true, complete and correct.

May 9, 2000

INTEL CORPORATION

By: /s/ F. THOMAS DUNLAP, JR.

Name: F. Thomas Dunlap, Jr.
Title: Vice President,
General Counsel and Secretary

SCHEDULE 13D

CUSIP No. 300651205 Page 7 of 12 Pages

APPENDIX A

DIRECTORS

The following is a list of all Directors of Intel Corporation and certain other information with respect to each Director. All Directors are United States citizens except as indicated below.

Name: Craig R. Barrett

Business Address: 2200 Mission College Boulevard,
Santa Clara, CA 95052

Principal Occupation: President and Chief Executive Officer

Name, principal business and address of corporation or other organization in which employment is conducted: Intel Corporation, a manufacturer of microcomputer components, modules and systems.
2200 Mission College Boulevard
Santa Clara, CA 95052

Name: John Browne

Business Address: BP Amoco p.l.c., Britannic House,
1 Finsbury Circus, London EC2M 7BA

Principal Occupation: Group Chief Executive

Name, principal business and address of corporation or other organization in which employment is conducted: The BP Amoco p.l.c., an integrated oil company.
Britannic House, 1 Finsbury Circus
London EC2M7BA

employment is
conducted:

Citizenship: British

SCHEDULE 13D

CUSIP No. 300651205 Page 8 of 12 Pages

Name: Winston H. Chen

Business Address: Paramitas Foundation, 3945 Freedom Circle,
Suite 760, Santa Clara, CA 95054

Principal Occupation: Chairman

Name, principal business and address of corporation or other organization in which employment is conducted: Paramitas Foundation, a charitable foundation.
3945 Freedom Circle, Suite 760
Santa Clara, CA 95054

Name: Andrew S. Grove

Business Address: 2200 Mission College Boulevard,
Santa Clara, CA 95052

Principal Occupation: Chairman of the Board of Directors

Name, principal business and address of corporation or other organization in which employment is conducted: Intel Corporation, a manufacturer of microcomputer components, modules and systems.
2200 Mission College Boulevard
Santa Clara, CA 95052

Name: D. James Guzy

Business Address: 1340 Arbor Road, Menlo Park, CA 94025

Principal Occupation: Chairman

Name, principal business and address of corporation or other organization in which employment is conducted: The Arbor Company, a limited partnership engaged in the electronics and computer industry.
1340 Arbor Road
Menlo Park, CA 94025

SCHEDULE 13D

CUSIP No. 300651205 Page 9 of 12 Pages

Name: Gordon E. Moore

Business Address: 2200 Mission College Boulevard,
Santa Clara, CA 95052

Principal Occupation: Chairman Emeritus of the Board of Directors

Name, principal business and address of corporation or other organization in which employment is conducted: Intel Corporation, a manufacturer of microcomputer components, modules and systems.
2200 Mission College Boulevard
Santa Clara, CA 95052

Name: David S. Pottruck

Business Address: 101 Montgomery Street, San Francisco, CA 94104

Principal Occupation: President and Co-Chief Executive Officer

Name, principal business and address of corporation or other organization in which employment is conducted: The Charles Schwab Corporation,
an investment company
101 Montgomery Street
San Francisco, CA 94104

Name: Jane E. Shaw

Business Address: 1310 Orleans Drive, Sunnyvale, CA 94089

Principal Occupation: Chairman and Chief Executive Officer

Name, principal business and address of corporation or other organization in which employment is conducted: AeroGen, Inc., a private company specializing in controlled delivery of drugs to the lungs
1310 Orleans Drive
Sunnyvale, CA 94089

SCHEDULE 13D

CUSIP No. 300651205 Page 10 of 12 Pages

Name: Leslie L. Vadasz

Business Address: 2200 Mission College Boulevard,
Santa Clara, CA 95052

Principal Occupation: Executive Vice President; President, Intel Capital

Name, principal business and address of corporation or other organization in which employment is conducted: Intel Corporation, a manufacturer of microcomputer components, modules and systems.
2200 Mission College Boulevard
Santa Clara, CA 95052

Name: David B. Yoffie

Business Address: Harvard Business School, Morgan Hall 215,
Soldiers Field Park
Road, Boston, MA 02163

Principal Occupation: Max and Doris Starr Professor of
International Business Administration

Name, principal business and address of corporation or other organization in which employment is conducted: Harvard Business School,
an educational institution.
Harvard Business School
Morgan Hall 215, Soldiers Field Park Road
Boston, MA 02163

Name: Charles E. Young

Business Address: 10920 Wilshire Boulevard, Suite 1835,
Los Angeles, CA 90024

Principal Occupation: A. Chancellor Emeritus
B. Interim President

Name, principal business and address of corporation or other organization in which employment is conducted: A. University of California at Los Angeles,
an educational institution.
10920 Wilshire Boulevard, Suite 1835
Los Angeles, CA 90024
B. University of Florida
226 Tigert Hall
PO Box 113150
Gainesville, FL 32610

SCHEDULE 13D

CUSIP No. 300651205 Page 11 of 12 Pages

EXECUTIVE OFFICERS

The following is a list of all executive officers of Intel Corporation excluding executive officers who are also directors. Unless otherwise indicated, each officer's business address is 2200 Mission College Boulevard, Santa Clara, California 95052-8119, which address is Intel Corporation's business address.

Name: Paul S. Otellini
Title: Executive Vice President; General Manager, Intel Architecture Business Group

Name: Gerhard H. Parker
 Title: Executive Vice President; General Manager, New Business Group

Name: Andy D. Bryant
 Title: Senior Vice President, Chief Financial Officer, and Enterprise Services Officer

Name: Sean M. Maloney
 Title: Senior Vice President; Director, Sales and Marketing Group

Name: Michael R. Splinter
 Title: Senior Vice President; General Manager, Technology and Manufacturing Group

Name: Albert Y. C. Yu
 Title: Senior Vice President; General Manager, Microprocessor Products Group

Name: F. Thomas Dunlap, Jr.
 Title: Vice President, General Counsel and Secretary

Name: Arvind Sodhani
 Title: Vice President, Treasurer

SCHEDULE 13D

CUSIP No. 300651205 Page 12 of 12 Pages

EXHIBIT INDEX

- Exhibit A Agreement and Plan of Contribution and Merger, dated as of April 30, 2000, among the Company, Intel, Newco and Transitory (incorporated by reference to Exhibit 5.1 of the Company's Form 8-K as filed on May 3, 2000)
- Exhibit B Voting Agreement and Irrevocable Proxy, dated as of April 30, 2000, by and between Intel and Allen & Co., Inc.
- Exhibit C Voting Agreement and Irrevocable Proxy, dated as of April 30, 2000, by and between Intel and Richard M. Crooks, Jr.
- Exhibit D Voting Agreement and Irrevocable Proxy, dated as of April 30, 2000, by and between Intel and Allen Holdings, Inc.
- Exhibit E Voting Agreement and Irrevocable Proxy, dated as of April 30, 2000, by and between Intel and Herbert Allen
- Exhibit F Voting Agreement and Irrevocable Proxy, dated as of April 30, 2000, by and between Intel and Donald R. Keough
- Exhibit G Voting Agreement and Irrevocable Proxy, dated as of April 30, 2000, by and between Intel and Patrick Condo
- Exhibit H Voting Agreement and Irrevocable Proxy, dated as of April 30, 2000, by and between Intel and John S. Hendricks
- Exhibit I Voting Agreement and Irrevocable Proxy, dated as of April 30, 2000, by and between Intel and W. Frank King III
- Exhibit J Voting Agreement and Irrevocable Proxy, dated as of April 30, 2000, by and between Intel and John G. McMillian
- Exhibit K Voting Agreement and Irrevocable Proxy, dated as of April 30, 2000, by and between Intel and Philip J. O'Reilly
- Exhibit L Voting Agreement and Irrevocable Proxy, dated as of April 30, 2000, by and between Intel and James H. Buchanan
- Exhibit M Voting Agreement and Irrevocable Proxy, dated as of April 30, 2000, by and between Intel and Harry C. Payne
- Exhibit N Voting Agreement and Irrevocable Proxy, dated as of April 30, 2000, by and between Intel and Paul E. Nelson

VOTING AGREEMENT
AND
IRREVOCABLE PROXY

THIS VOTING AGREEMENT AND IRREVOCABLE PROXY, dated as of April 30, 2000 (this "Agreement"), is entered into by and between Intel Corporation, a Delaware corporation ("Intel"), and the stockholder reflected as such on the signature page hereto (the "Stockholder").

WITNESSETH:

WHEREAS, Intel, Excalibur Technologies Corporation, a Delaware corporation (the "Company"), Exca Holdings, Inc., a Delaware corporation and a wholly-owned subsidiary of the Company ("Newco"), Excalibur Transitory, Inc., a Delaware corporation and a wholly-owned subsidiary of Newco ("Transitory"), have entered into an Agreement and Plan of Contribution and Merger, dated as of the date hereof (as such agreement may hereafter be amended from time to time, the "Merger Agreement"; initially capitalized and other terms used but not otherwise defined herein shall have the meanings ascribed to them in the Merger Agreement), pursuant to which (i) Intel will contribute certain assets to Newco in exchange for shares of Newco Common Stock and Newco Non-Voting Common Stock and (ii) Transitory will merge (the "Merger") with and into the Company, as a result of which the Company will survive the Merger as a wholly-owned subsidiary of Newco and the stockholders of the Company will receive shares of Newco Common Stock in exchange for common stock of the Company and Newco Cumulative Convertible Preferred Stock in exchange for Cumulative Convertible Preferred Stock of the Company;

WHEREAS, the Stockholder Beneficially Owns (as defined herein) the number of shares of Company Common Stock set forth next to the stockholder's signature on the signature page hereto (the "Shares");

WHEREAS, as an inducement and a condition to entering into the Merger Agreement, Intel has requested that Stockholder agree, and Stockholder has agreed, to enter into this Agreement;

NOW, THEREFORE, in consideration of the foregoing and the mutual premises, representations, warranties, covenants and agreements contained herein, the parties hereto hereby agree as follows:

1. Voting Agreement. Stockholder hereby agrees with Intel that, at any meeting of the Company's stockholders, however called, or in connection with any written consent of the Company's stockholders, Stockholder shall, subject to Section 4(f), vote the Shares Beneficially Owned by Stockholder, whether heretofore owned or hereafter acquired, (i) in favor of approval of the Merger Agreement, the Combination and any actions required in furtherance thereof; (ii) against any action or agreement that would result in a breach in any respect of any covenant, representation or warranty or any other obligation or agreement of the Company, Newco or

Transitory under the Merger Agreement; and (iii) except as otherwise agreed to in writing in advance by Intel, against: (A) any Third Party Acquisition, (B) any change in a majority of the individuals who, as of the date hereof, constitute the Board of Directors of the Company, (C) any extraordinary corporate transaction, such as a merger, consolidation or other business combination involving the Company or any of its subsidiaries and any Third Party, (D) a sale, lease, transfer or disposition of any assets of the Company's or any of its subsidiaries' business outside the ordinary course of business, or any assets which are material to its business whether or not in the ordinary course of business, or a reorganization, recapitalization, dissolution or liquidation of the Company or any of its subsidiaries, (E) any material licensing, distribution or reseller agreement or arrangement involving the Company, (F) any change in the present capitalization of the Company or any amendment of the Certificate of Incorporation or By-Laws of the Company or its subsidiaries, (G) any other material change in the Company's corporate structure or affecting its business, or (H) any other action which is intended, or could reasonably be expected, to impede, interfere with, delay, postpone or materially adversely affect the Combination or any of the transactions contemplated by the Merger Agreement. Stockholder shall not enter into any agreement or understanding with any person the effect of which would be inconsistent or violative of the provisions and agreements contained herein. For purposes of this Agreement, "Beneficially Own" or "Beneficial Ownership" with respect to any securities shall mean Stockholder's having such ownership, control or power to direct the voting with respect to, or otherwise enables Stockholder to legally act with respect to, such securities as contemplated hereby, including pursuant to any agreement, arrangement or understanding, whether or not in writing. Securities Beneficially Owned by Stockholder shall include securities Beneficially Owned by all other persons with whom Stockholder would constitute a "group" as within the meaning of Section 13(d)(3) of the Exchange Act of 1934, as amended (the "Exchange Act"), but shall exclude securities held, in the

ordinary course of business, in Stockholder's capacity as a market maker.

2. Irrevocable Proxy.

(a) Stockholder hereby constitutes and appoints Intel, which shall act by and through Cary I. Klafter and Teresa Remillard (each, a "Proxy Holder"), or either of them, with full power of substitution, its true and lawful proxy and attorney-in-fact to vote at any meeting (and any adjournment or postponement thereof) of the Company's stockholders called for purposes of considering whether to approve the Merger Agreement and the Combination, or any Third Party Acquisition, or to execute a written consent of stockholders in lieu of any such meeting, all Shares Beneficially Owned by Stockholder as of the record date with respect to such meeting or written consent in favor of the approval of the Merger Agreement and the Combination, with such modifications to the Merger Agreement as the parties thereto may make, or against a Third Party Acquisition, as the case may be. Such proxy shall be limited strictly to the power to vote the Shares in the manner set forth in the preceding sentence and shall not extend to any other matters.

(b) The proxy and power of attorney granted herein shall be irrevocable during the term of this Agreement, shall be deemed to be coupled with an interest sufficient in law to support an irrevocable proxy and shall revoke all prior proxies granted by Stockholder. Stockholder shall not grant any proxy to any person which conflicts with the proxy granted

2

herein, and any attempt to do so shall be void. The power of attorney granted herein is a durable power of attorney and shall survive the death or incapacity of Stockholder.

(c) If Stockholder fails for any reason to vote his, hers or its Shares in accordance with the requirements of Section 1(b) hereof, then the Proxy Holder shall have the right to vote the Shares at any meeting of the Company's stockholders and in any action by written consent of the Company's stockholders in accordance with the provisions of this Section 2. The vote of the Proxy Holder shall control in any conflict between his vote of such Shares and a vote by Stockholder of such Shares.

3. Director Matters Excluded. Intel acknowledges and agrees that no provision of this Agreement shall limit or otherwise restrict Stockholder with respect to any act or omission that Stockholder may undertake or authorize in his capacity as a director of Company, including, without limitation, any vote that Stockholder may make as a director of Company with respect to any matter presented to the Board of Directors of Company.

4. Other Covenants, Representations and Warranties. Stockholder hereby represents and warrants to Intel as follows:

(a) Ownership of Shares. Stockholder is the Beneficial Owner of all the Shares. On the date hereof, the Shares constitute all of the Shares Beneficially Owned by Stockholder. Stockholder has voting power with respect to the matters set forth in Section 1(b) hereof with respect to all of the Shares, with no limitations, qualifications or restrictions on such rights.

(b) Power; Binding Agreement. Stockholder has the legal capacity, power and authority to enter into and perform all of its obligations under this Agreement. The execution, delivery and performance of this Agreement by Stockholder will not violate any agreement or any court order to which Stockholder is a party or is subject including, without limitation, any voting agreement or voting trust. This Agreement has been duly and validly executed and delivered by Stockholder.

(c) Restriction on Transfer, Proxies and Non-Interference. Except as expressly contemplated by this Agreement (and except in the ordinary course of business in Stockholder's capacity as a market maker), Stockholder shall not, directly or indirectly: (i) offer for sale, sell, transfer, tender, pledge, encumber, assign or otherwise dispose of, or enter into any contract, option or other arrangement or understanding with respect to or consent to the offer for sale, sale, transfer, tender, pledge, encumbrance, assignment or other disposition of, any or all of the Shares or any interest therein; (ii) grant any proxies or powers of attorney or deposit any Shares into a voting trust or enter into a voting agreement with respect to any Shares; or (iii) take any action that would make any representation or warranty of Stockholder contained herein untrue or incorrect or have the effect of preventing or disabling Stockholder from performing any of Stockholder's obligations under this Agreement.

(d) Other Potential Acquirors. Stockholder (i) shall immediately cease any discussions or negotiations, if any, with any persons conducted heretofore with respect to any Third Party Acquisition; (ii) from and after the date hereof until the earlier of the termination of

the Merger Agreement in accordance with its terms and the Effective Time, shall not, in any capacity, directly or indirectly, initiate, solicit or knowingly encourage (including, without limitation, by way of furnishing non-public information or assistance), or take any other action to facilitate knowingly, any inquiries or the making of any Third Party Acquisition; (iii) shall promptly (and in any event within one business day after becoming aware thereof) notify Intel of any proposals for, or inquiries with respect to, a potential Third Party Acquisition received by Stockholder or of which Stockholder otherwise has knowledge (including the terms and conditions thereof and the identity of the party submitting such proposal or inquiry); (iv) shall provide to Intel a copy of any written agreements, proposals or other materials the Stockholder receives from any such person or group (or its representatives); and (v) shall advise Intel from time to time of the status, at any time upon Intel's request, and promptly following any developments concerning the same.

(e) No Agreements. Stockholder is not and at the Effective Time will not be a party to any agreement, arrangement, understanding, plan or intention involving any actual or constructive sale, exchange, transfer, hypothecation, redemption, gift, contribution, risk reduction or other transaction, to the extent any such action could cause all or any portion of Stockholder's Newco Common Stock to be received in the Merger not to be taken into account in determining whether the "control" requirement in Section 351(a) of the Code will be satisfied with respect to the transactions contemplated by the Merger Agreement (collectively, a "Sale"). Stockholder will take no action that could result in a Sale.

(f) Reliance by Intel. Stockholder understands and acknowledges that Intel is entering into the Merger Agreement in reliance upon Stockholder's execution and delivery of this Agreement.

5. Stop Transfer. Stockholder agrees with, and covenants to, Intel that Stockholder shall not request that the Company register the transfer (book-entry or otherwise) of any certificate or uncertificated interest representing any Shares. In the event of a stock dividend or distribution, or any change in the Company Common Stock by reason of any stock dividend, split-up, recapitalization, combination, exchange of shares or the like, the term "Shares" shall be deemed to refer to and include the Shares as well as all such stock dividends and distributions and any shares into which or for which any or all of the Shares may be changed or exchanged.

6. Termination. This Agreement and the proxy granted pursuant to Section 2 hereof shall terminate upon the earliest to occur of: (a) the termination of the Merger Agreement in accordance with its terms; (b) the Effective Time; and (c) December 31, 2000.

7. Miscellaneous.

(a) Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof.

(b) Certain Events. Stockholder agrees that this Agreement and the obligations hereunder shall attach to the Shares and shall be binding upon any person to which

legal or beneficial ownership of any Shares shall pass, whether by operation of law or otherwise. Notwithstanding any transfer of Shares, the transferor shall remain liable for the performance of all obligations under this Agreement of the transferor.

(c) Assignment. This Agreement shall not be assigned by operation of law. Stockholder shall not assign this Agreement without the prior written consent of Intel. Intel may, in its sole discretion, assign its rights and obligations hereunder.

(d) Amendments, Waivers, Etc. This Agreement may not be amended, changed, supplemented, waived or otherwise modified or terminated, except upon the execution and delivery of a written agreement executed by the parties hereto.

(e) Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly received if so given) by hand delivery, telecopy, or by mail (registered or certified mail, postage prepaid, return receipt requested) or by any nationally-recognized overnight courier service, such as Federal Express, providing proof of delivery. Any such notice or communication shall be deemed to have been delivered and received (i) in the case of hand delivery, on

the date of such delivery, (ii) in the case of telecopy, on the date sent if confirmation of receipt is received and such notice is also promptly mailed by registered or certified mail (return receipt requested), (iii) in the case of a nationally-recognized overnight courier service, in circumstances under which such courier guarantees next business day delivery, on the next business day after the date when sent, and (iv) the case of mailing on the third business day following that on which the piece of mail containing such communication is posted. All communications hereunder shall be delivered to the respective parties at the following addresses:

If to Stockholder: to the address set forth on
the signature page hereto

with a copy to: Excalibur Technologies Corporation
1921 Gallows Road, Suite 200
Vienna, Virginia 22182
Telecopier: (703) 761-1990
Attention: Chief Financial Officer

and

Heller, Ehrman, White & McAuliffe LLP
711 Fifth Avenue
New York, NY 10028
Telecopier: (212) 832-3353
Attention: Stephen M. Davis, Esq.

5

If to Intel: Intel Corporation
2200 Mission College Boulevard
Santa Clara, California 95052
Telecopier: (408) 765-1859
Attention: General Counsel

and

Intel Corporation
2200 Mission College Boulevard
Santa Clara, California 95052
Telecopier: (408) 765-6038
Attention: Treasurer

with a copy to: Gibson, Dunn & Crutcher LLP
333 South Grand Avenue
Los Angeles, California 90071
Telephone: (213) 229-7360
Telecopier: (213) 229-6360
Attention: Karen E. Bertero, Esq.

or to such other address as the person to whom notice is given may have previously furnished to the others in writing in the matter set forth above.

(f) Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or portion of any provision in such jurisdiction, and this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein.

(g) Specific Performance. Each of the parties hereto recognizes and acknowledges that a breach by it of any covenants or agreements contained in this Agreement will cause the other party to sustain damage for which it would not have an adequate remedy at law for money damages, and therefore each of the parties hereto agrees that in the event of any such breach the aggrieved party shall be entitled to the remedy of specific performance of such covenants and agreements and injunctive and other equitable relief in addition to any other remedy to which it may be entitled, at law or in equity.

(h) No Waiver. The failure of any party hereto to exercise any right, power or remedy provided under this Agreement or otherwise available in respect hereof at law or in equity, or to insist upon compliance by any other

party hereto with its obligations hereunder, and any custom or practice of the parties at variance with the terms hereof, shall not constitute a

6

waiver by such party of its right to exercise any such or other right, power or remedy or to demand such compliance.

(i) Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Delaware, without giving effect to the principles of conflicts of law thereof.

(j) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

7

IN WITNESS WHEREOF, Intel and Stockholder have caused this Agreement to be duly executed as of the day and year first above written.

Intel Corporation, a Delaware corporation

By: /s/ Arvind Sodhani

Name: Arvind Sodhani
Title: Treasurer

STOCKHOLDER:

ALLEN & COMPANY INCORPORATED

NUMBER OF SHARES: 3,225,846*

By: /s/ Kim Wieland

Name: Kim Wieland
Title: Chief Financial Officer and
Managing Director
Address: 711 Fifth Avenue
New York, NY 10022

* Includes 271,800 shares of common stock into which Stockholder's Preferred is convertible.

[SIGNATURE PAGE FOR INTEL/EXCALIBUR
VOTING AGREEMENT AND IRREVOCABLE PROXY]

VOTING AGREEMENT
AND
IRREVOCABLE PROXY

THIS VOTING AGREEMENT AND IRREVOCABLE PROXY, dated as of April 30, 2000 (this "Agreement"), is entered into by and between Intel Corporation, a Delaware corporation ("Intel"), and the stockholder reflected as such on the signature page hereto (the "Stockholder").

WITNESSETH:

WHEREAS, Intel, Excalibur Technologies Corporation, a Delaware corporation (the "Company"), Exca Holdings, Inc., a Delaware corporation and a wholly-owned subsidiary of the Company ("Newco"), Excalibur Transitory, Inc., a Delaware corporation and a wholly-owned subsidiary of Newco ("Transitory"), have entered into an Agreement and Plan of Contribution and Merger, dated as of the date hereof (as such agreement may hereafter be amended from time to time, the "Merger Agreement"; initially capitalized and other terms used but not otherwise defined herein shall have the meanings ascribed to them in the Merger Agreement), pursuant to which (i) Intel will contribute certain assets to Newco in exchange for shares of Newco Common Stock and Newco Non-Voting Common Stock and (ii) Transitory will merge (the "Merger") with and into the Company, as a result of which the Company will survive the Merger as a wholly-owned subsidiary of Newco and the stockholders of the Company will receive shares of Newco Common Stock in exchange for common stock of the Company and Newco Cumulative Convertible Preferred Stock in exchange for Cumulative Convertible Preferred Stock of the Company;

WHEREAS, the Stockholder Beneficially Owns (as defined herein) the number of shares of Company Common Stock set forth next to the stockholder's signature on the signature page hereto (the "Shares");

WHEREAS, as an inducement and a condition to entering into the Merger Agreement, Intel has requested that Stockholder agree, and Stockholder has agreed, to enter into this Agreement;

NOW, THEREFORE, in consideration of the foregoing and the mutual premises, representations, warranties, covenants and agreements contained herein, the parties hereto hereby agree as follows:

1. Voting Agreement. Stockholder hereby agrees with Intel that, at any meeting of the Company's stockholders, however called, or in connection with any written consent of the Company's stockholders, Stockholder shall, subject to Section 4(f), vote the Shares Beneficially Owned by Stockholder, whether heretofore owned or hereafter acquired, (i) in favor of approval of the Merger Agreement, the Combination and any actions required in furtherance thereof; (ii) against any action or agreement that would result in a breach in any respect of any covenant, representation or warranty or any other obligation or agreement of the Company, Newco or

Transitory under the Merger Agreement; and (iii) except as otherwise agreed to in writing in advance by Intel, against: (A) any Third Party Acquisition, (B) any change in a majority of the individuals who, as of the date hereof, constitute the Board of Directors of the Company, (C) any extraordinary corporate transaction, such as a merger, consolidation or other business combination involving the Company or any of its subsidiaries and any Third Party, (D) a sale, lease, transfer or disposition of any assets of the Company's or any of its subsidiaries' business outside the ordinary course of business, or any assets which are material to its business whether or not in the ordinary course of business, or a reorganization, recapitalization, dissolution or liquidation of the Company or any of its subsidiaries, (E) any material licensing, distribution or reseller agreement or arrangement involving the Company, (F) any change in the present capitalization of the Company or any amendment of the Certificate of Incorporation or By-Laws of the Company or its subsidiaries, (G) any other material change in the Company's corporate structure or affecting its business, or (H) any other action which is intended, or could reasonably be expected, to impede, interfere with, delay, postpone or materially adversely affect the Combination or any of the transactions contemplated by the Merger Agreement. Stockholder shall not enter into any agreement or understanding with any person the effect of which would be inconsistent or violative of the provisions and agreements contained herein. For purposes of this Agreement, "Beneficially Own" or "Beneficial Ownership" with respect to any securities shall mean Stockholder's having such ownership, control or power to direct the voting with respect to, or otherwise enables Stockholder to legally act with respect to, such securities as contemplated hereby, including pursuant to any agreement, arrangement or understanding, whether or not in writing. Securities Beneficially Owned by Stockholder shall include securities Beneficially Owned by all other persons with whom Stockholder would constitute a

"group" as within the meaning of Section 13(d)(3) of the Exchange Act of 1934, as amended (the "Exchange Act").

2. Irrevocable Proxy.

(a) Stockholder hereby constitutes and appoints Intel, which shall act by and through Cary I. Klafter and Teresa Remillard (each, a "Proxy Holder"), or either of them, with full power of substitution, its true and lawful proxy and attorney-in-fact to vote at any meeting (and any adjournment or postponement thereof) of the Company's stockholders called for purposes of considering whether to approve the Merger Agreement and the Combination, or any Third Party Acquisition, or to execute a written consent of stockholders in lieu of any such meeting, all Shares Beneficially Owned by Stockholder as of the record date with respect to such meeting or written consent in favor of the approval of the Merger Agreement and the Combination, with such modifications to the Merger Agreement as the parties thereto may make, or against a Third Party Acquisition, as the case may be. Such proxy shall be limited strictly to the power to vote the Shares in the manner set forth in the preceding sentence and shall not extend to any other matters.

(b) The proxy and power of attorney granted herein shall be irrevocable during the term of this Agreement, shall be deemed to be coupled with an interest sufficient in law to support an irrevocable proxy and shall revoke all prior proxies granted by Stockholder. Stockholder shall not grant any proxy to any person which conflicts with the proxy granted herein, and any attempt to do so shall be void. The power of attorney granted herein is a durable power of attorney and shall survive the death or incapacity of Stockholder.

(c) If Stockholder fails for any reason to vote his, hers or its Shares in accordance with the requirements of Section 1(b) hereof, then the Proxy Holder shall have the right to vote the Shares at any meeting of the Company's stockholders and in any action by written consent of the Company's stockholders in accordance with the provisions of this Section 2. The vote of the Proxy Holder shall control in any conflict between his vote of such Shares and a vote by Stockholder of such Shares.

3. Director Matters Excluded. Intel acknowledges and agrees that no provision of this Agreement shall limit or otherwise restrict Stockholder with respect to any act or omission that Stockholder may undertake or authorize in his capacity as a director of Company, including, without limitation, any vote that Stockholder may make as a director of Company with respect to any matter presented to the Board of Directors of Company.

4. Other Covenants, Representations and Warranties. Stockholder hereby represents and warrants to Intel as follows:

(a) Ownership of Shares. Stockholder is the Beneficial Owner of all the Shares. On the date hereof, the Shares constitute all of the Shares Beneficially Owned by Stockholder. Stockholder has voting power with respect to the matters set forth in Section 1(b) hereof with respect to all of the Shares, with no limitations, qualifications or restrictions on such rights.

(b) Power; Binding Agreement. Stockholder has the legal capacity, power and authority to enter into and perform all of its obligations under this Agreement. The execution, delivery and performance of this Agreement by Stockholder will not violate any agreement or any court order to which Stockholder is a party or is subject including, without limitation, any voting agreement or voting trust. This Agreement has been duly and validly executed and delivered by Stockholder.

(c) Restriction on Transfer, Proxies and Non-Interference. Except as expressly contemplated by this Agreement, Stockholder shall not, directly or indirectly: (i) offer for sale, sell, transfer, tender, pledge, encumber, assign or otherwise dispose of, or enter into any contract, option or other arrangement or understanding with respect to or consent to the offer for sale, sale, transfer, tender, pledge, encumbrance, assignment or other disposition of, any or all of the Shares or any interest therein, provided that Stockholder may sell Shares issuable upon exercise of options that would, by their terms, expire unexercised during the term of this Agreement, to the extent necessary to recoup the aggregate exercise price of such options and to satisfy taxes owed by Stockholder with respect to such exercise, in accordance with the supplemental wage withholding rate applicable to Stockholder; (ii) grant any proxies or powers of attorney or deposit any Shares into a voting trust or enter into a voting agreement with respect to any Shares; or (iii) take any action that would make any representation or warranty of Stockholder contained herein untrue or incorrect or have the effect of preventing or disabling Stockholder from performing any of Stockholder's obligations under this Agreement.

(d) Other Potential Acquirors. Stockholder (i) shall immediately cease any discussions or negotiations, if any, with any persons conducted heretofore with respect to any Third Party Acquisition; (ii) from and after the date hereof until the earlier of the termination of

the Merger Agreement in accordance with its terms and the Effective Time, shall not, in any capacity, directly or indirectly, initiate, solicit or knowingly encourage (including, without limitation, by way of furnishing non-public information or assistance), or take any other action to facilitate knowingly, any inquiries or the making of any Third Party Acquisition; (iii) shall promptly (and in any event within one business day after becoming aware thereof) notify Intel of any proposals for, or inquiries with respect to, a potential Third Party Acquisition received by Stockholder or of which Stockholder otherwise has knowledge (including the terms and conditions thereof and the identity of the party submitting such proposal or inquiry); (iv) shall provide to Intel a copy of any written agreements, proposals or other materials the Stockholder receives from any such person or group (or its representatives); and (v) shall advise Intel from time to time of the status, at any time upon Intel's request, and promptly following any developments concerning the same.

(e) No Agreements. Stockholder is not and at the Effective Time will not be a party to any agreement, arrangement, understanding, plan or intention involving any actual or constructive sale, exchange, transfer, hypothecation, redemption, gift, contribution, risk reduction or other transaction, to the extent any such action could cause all or any portion of Stockholder's Newco Common Stock to be received in the Merger not to be taken into account in determining whether the "control" requirement in Section 351(a) of the Code will be satisfied with respect to the transactions contemplated by the Merger Agreement (collectively, a "Sale"). Stockholder will take no action that could result in a Sale.

(f) Reliance by Intel. Stockholder understands and acknowledges that Intel is entering into the Merger Agreement in reliance upon Stockholder's execution and delivery of this Agreement.

5. Stop Transfer. Stockholder agrees with, and covenants to, Intel that Stockholder shall not request that the Company register the transfer (book-entry or otherwise) of any certificate or uncertificated interest representing any Shares, except as permitted by Section 4(c)(i). In the event of a stock dividend or distribution, or any change in the Company Common Stock by reason of any stock dividend, split-up, recapitalization, combination, exchange of shares or the like, the term "Shares" shall be deemed to refer to and include the Shares as well as all such stock dividends and distributions and any shares into which or for which any or all of the Shares may be changed or exchanged.

6. Termination. This Agreement and the proxy granted pursuant to Section 2 hereof shall terminate upon the earliest to occur of: (a) the termination of the Merger Agreement in accordance with its terms; (b) the Effective Time; and (c) December 31, 2000.

7. Miscellaneous.

(a) Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof.

(b) Certain Events. Stockholder agrees that this Agreement and the obligations hereunder shall attach to the Shares and shall be binding upon any person to which legal or beneficial ownership of any Shares shall pass, whether by operation of law or otherwise. Notwithstanding any transfer of Shares, the transferor shall remain liable for the performance of all obligations under this Agreement of the transferor.

(c) Assignment. This Agreement shall not be assigned by operation of law. Stockholder shall not assign this Agreement without the prior written consent of Intel. Intel may, in its sole discretion, assign its rights and obligations hereunder.

(d) Amendments, Waivers, Etc. This Agreement may not be amended, changed, supplemented, waived or otherwise modified or terminated, except upon the execution and delivery of a written agreement executed by the parties hereto.

(e) Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly received if so given) by hand delivery, telecopy, or by mail (registered or certified mail, postage prepaid, return receipt requested) or by any nationally-recognized overnight courier service, such as Federal Express, providing proof of delivery. Any such notice or communication shall be deemed to have been delivered and received (i) in the case of hand delivery, on the date of such delivery, (ii) in the case of telecopy, on the date sent if confirmation of receipt is received and such notice is also promptly mailed by registered or certified mail (return receipt requested), (iii) in the case of a nationally-recognized overnight courier service, in circumstances under which such courier guarantees next business day delivery, on the next business day after the date when sent, and (iv) the case of mailing on the third business day following that on which the piece of mail containing such communication is

posted. All communications hereunder shall be delivered to the respective parties at the following addresses:

If to Stockholder: to the address set forth on the signature page hereto

with a copy to: Excalibur Technologies Corporation
1921 Gallows Road, Suite 200
Vienna, Virginia 22182
Telecopier: (703) 761-1990
Attention: Chief Financial Officer

and

Heller, Ehrman, White & McAuliffe LLP
711 Fifth Avenue
New York, NY 10028
Telecopier: (212) 832-3353
Attention: Stephen M. Davis, Esq.

If to Intel: Intel Corporation
2200 Mission College Boulevard
Santa Clara, California 95052
Telecopier: (408) 765-1859
Attention: General Counsel

and

Intel Corporation
2200 Mission College Boulevard
Santa Clara, California 95052
Telecopier: (408) 765-6038
Attention: Treasurer

with a copy to: Gibson, Dunn & Crutcher LLP
333 South Grand Avenue
Los Angeles, California 90071
Telephone: (213) 229-7360
Telecopier: (213) 229-6360
Attention: Karen E. Bertero, Esq.

or to such other address as the person to whom notice is given may have previously furnished to the others in writing in the matter set forth above.

(f) Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or portion of any provision in such jurisdiction, and this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein.

(g) Specific Performance. Each of the parties hereto recognizes and acknowledges that a breach by it of any covenants or agreements contained in this Agreement will cause the other party to sustain damage for which it would not have an adequate remedy at law for money damages, and therefore each of the parties hereto agrees that in the event of any such breach the aggrieved party shall be entitled to the remedy of specific performance of such covenants and agreements and injunctive and other equitable relief in addition to any other remedy to which it may be entitled, at law or in equity.

(h) No Waiver. The failure of any party hereto to exercise any right, power or remedy provided under this Agreement or otherwise available in respect hereof at law or in equity, or to insist upon compliance by any other party hereto with its obligations hereunder, and any custom or practice of the parties at variance with the terms hereof, shall not constitute a

waiver by such party of its right to exercise any such or other right, power or remedy or to demand such compliance.

(i) Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Delaware, without giving effect to the principles of conflicts of law thereof.

(j) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, Intel and Stockholder have caused this Agreement to be duly executed as of the day and year first above written.

Intel Corporation, a Delaware corporation

By: /s/ Arvind Sodhani

Name: Arvind Sodhani
Title: Treasurer

STOCKHOLDER:

NUMBER OF SHARES: 299,750

/s/ Richard M. Crooks, Jr.

Richard M. Crooks, Jr.

Address:

[SIGNATURE PAGE FOR INTEL/EXCALIBUR
VOTING AGREEMENT AND IRREVOCABLE PROXY]

VOTING AGREEMENT
AND
IRREVOCABLE PROXY

THIS VOTING AGREEMENT AND IRREVOCABLE PROXY, dated as of April 30, 2000 (this "Agreement"), is entered into by and between Intel Corporation, a Delaware corporation ("Intel"), and the stockholder reflected as such on the signature page hereto (the "Stockholder").

WITNESSETH:

WHEREAS, Intel, Excalibur Technologies Corporation, a Delaware corporation (the "Company"), Exca Holdings, Inc., a Delaware corporation and a wholly-owned subsidiary of the Company ("Newco"), Excalibur Transitory, Inc., a Delaware corporation and a wholly-owned subsidiary of Newco ("Transitory"), have entered into an Agreement and Plan of Contribution and Merger, dated as of the date hereof (as such agreement may hereafter be amended from time to time, the "Merger Agreement"; initially capitalized and other terms used but not otherwise defined herein shall have the meanings ascribed to them in the Merger Agreement), pursuant to which (i) Intel will contribute certain assets to Newco in exchange for shares of Newco Common Stock and Newco Non-Voting Common Stock and (ii) Transitory will merge (the "Merger") with and into the Company, as a result of which the Company will survive the Merger as a wholly-owned subsidiary of Newco and the stockholders of the Company will receive shares of Newco Common Stock in exchange for common stock of the Company and Newco Cumulative Convertible Preferred Stock in exchange for Cumulative Convertible Preferred Stock of the Company;

WHEREAS, the Stockholder Beneficially Owns (as defined herein) the number of shares of Company Common Stock set forth next to the stockholder's signature on the signature page hereto (the "Shares");

WHEREAS, as an inducement and a condition to entering into the Merger Agreement, Intel has requested that Stockholder agree, and Stockholder has agreed, to enter into this Agreement;

NOW, THEREFORE, in consideration of the foregoing and the mutual premises, representations, warranties, covenants and agreements contained herein, the parties hereto hereby agree as follows:

1. Voting Agreement. Stockholder hereby agrees with Intel that, at any meeting of the Company's stockholders, however called, or in connection with any written consent of the Company's stockholders, Stockholder shall, subject to Section 4(f), vote the Shares Beneficially Owned by Stockholder, whether heretofore owned or hereafter acquired, (i) in favor of approval of the Merger Agreement, the Combination and any actions required in furtherance thereof; (ii) against any action or agreement that would result in a breach in any respect of any covenant, representation or warranty or any other obligation or agreement of the Company, Newco or

Transitory under the Merger Agreement; and (iii) except as otherwise agreed to in writing in advance by Intel, against: (A) any Third Party Acquisition, (B) any change in a majority of the individuals who, as of the date hereof, constitute the Board of Directors of the Company, (C) any extraordinary corporate transaction, such as a merger, consolidation or other business combination involving the Company or any of its subsidiaries and any Third Party, (D) a sale, lease, transfer or disposition of any assets of the Company's or any of its subsidiaries' business outside the ordinary course of business, or any assets which are material to its business whether or not in the ordinary course of business, or a reorganization, recapitalization, dissolution or liquidation of the Company or any of its subsidiaries, (E) any material licensing, distribution or reseller agreement or arrangement involving the Company, (F) any change in the present capitalization of the Company or any amendment of the Certificate of Incorporation or By-Laws of the Company or its subsidiaries, (G) any other material change in the Company's corporate structure or affecting its business, or (H) any other action which is intended, or could reasonably be expected, to impede, interfere with, delay, postpone or materially adversely affect the Combination or any of the transactions contemplated by the Merger Agreement. Stockholder shall not enter into any agreement or understanding with any person the effect of which would be inconsistent or violative of the provisions and agreements contained herein. For purposes of this Agreement, "Beneficially Own" or "Beneficial Ownership" with respect to any securities shall mean Stockholder's having such ownership, control or power to direct the voting with respect to, or otherwise enables Stockholder to legally act with respect to, such securities as contemplated hereby, including pursuant to any agreement, arrangement or understanding, whether or not in writing. Securities Beneficially Owned by Stockholder shall include securities

Beneficially Owned by all other persons with whom Stockholder would constitute a "group" as within the meaning of Section 13(d)(3) of the Exchange Act of 1934, as amended (the "Exchange Act").

2. Irrevocable Proxy.

(a) Stockholder hereby constitutes and appoints Intel, which shall act by and through Cary I. Klafter and Teresa Remillard (each, a "Proxy Holder"), or either of them, with full power of substitution, its true and lawful proxy and attorney-in-fact to vote at any meeting (and any adjournment or postponement thereof) of the Company's stockholders called for purposes of considering whether to approve the Merger Agreement and the Combination, or any Third Party Acquisition, or to execute a written consent of stockholders in lieu of any such meeting, all Shares Beneficially Owned by Stockholder as of the record date with respect to such meeting or written consent in favor of the approval of the Merger Agreement and the Combination, with such modifications to the Merger Agreement as the parties thereto may make, or against a Third Party Acquisition, as the case may be. Such proxy shall be limited strictly to the power to vote the Shares in the manner set forth in the preceding sentence and shall not extend to any other matters.

(b) The proxy and power of attorney granted herein shall be irrevocable during the term of this Agreement, shall be deemed to be coupled with an interest sufficient in law to support an irrevocable proxy and shall revoke all prior proxies granted by Stockholder. Stockholder shall not grant any proxy to any person which conflicts with the proxy granted herein, and any attempt to do so shall be void. The power of attorney granted herein is a durable power of attorney and shall survive the death or incapacity of Stockholder.

2

(c) If Stockholder fails for any reason to vote his, hers or its Shares in accordance with the requirements of Section 1(b) hereof, then the Proxy Holder shall have the right to vote the Shares at any meeting of the Company's stockholders and in any action by written consent of the Company's stockholders in accordance with the provisions of this Section 2. The vote of the Proxy Holder shall control in any conflict between his vote of such Shares and a vote by Stockholder of such Shares.

3. Director Matters Excluded. Intel acknowledges and agrees that no provision of this Agreement shall limit or otherwise restrict Stockholder with respect to any act or omission that Stockholder may undertake or authorize in his capacity as a director of Company, including, without limitation, any vote that Stockholder may make as a director of Company with respect to any matter presented to the Board of Directors of Company.

4. Other Covenants, Representations and Warranties. Stockholder hereby represents and warrants to Intel as follows:

(a) Ownership of Shares. Stockholder is the Beneficial Owner of all the Shares. On the date hereof, the Shares constitute all of the Shares Beneficially Owned by Stockholder. Stockholder has voting power with respect to the matters set forth in Section 1(b) hereof with respect to all of the Shares, with no limitations, qualifications or restrictions on such rights.

(b) Power; Binding Agreement. Stockholder has the legal capacity, power and authority to enter into and perform all of its obligations under this Agreement. The execution, delivery and performance of this Agreement by Stockholder will not violate any agreement or any court order to which Stockholder is a party or is subject including, without limitation, any voting agreement or voting trust. This Agreement has been duly and validly executed and delivered by Stockholder.

(c) Restriction on Transfer, Proxies and Non-Interference. Except as expressly contemplated by this Agreement, Stockholder shall not, directly or indirectly: (i) offer for sale, sell, transfer, tender, pledge, encumber, assign or otherwise dispose of, or enter into any contract, option or other arrangement or understanding with respect to or consent to the offer for sale, sale, transfer, tender, pledge, encumbrance, assignment or other disposition of, any or all of the Shares or any interest therein; (ii) grant any proxies or powers of attorney or deposit any Shares into a voting trust or enter into a voting agreement with respect to any Shares; or (iii) take any action that would make any representation or warranty of Stockholder contained herein untrue or incorrect or have the effect of preventing or disabling Stockholder from performing any of Stockholder's obligations under this Agreement.

(d) Other Potential Acquirors. Stockholder (i) shall immediately cease any discussions or negotiations, if any, with any persons conducted heretofore with respect to any Third Party Acquisition; (ii) from and after the date hereof until the earlier of the termination of the Merger Agreement in accordance with its terms and the Effective Time, shall not, in any capacity, directly or indirectly, initiate, solicit or knowingly encourage (including,

without limitation, by way of furnishing non-public information or assistance), or take any other action to facilitate knowingly, any inquiries or the making of any Third Party Acquisition; (iii) shall

3

promptly (and in any event within one business day after becoming aware thereof) notify Intel of any proposals for, or inquiries with respect to, a potential Third Party Acquisition received by Stockholder or of which Stockholder otherwise has knowledge (including the terms and conditions thereof and the identity of the party submitting such proposal or inquiry); (iv) shall provide to Intel a copy of any written agreements, proposals or other materials the Stockholder receives from any such person or group (or its representatives); and (v) shall advise Intel from time to time of the status, at any time upon Intel's request, and promptly following any developments concerning the same.

(e) No Agreements. Stockholder is not and at the Effective Time will not be a party to any agreement, arrangement, understanding, plan or intention involving any actual or constructive sale, exchange, transfer, hypothecation, redemption, gift, contribution, risk reduction or other transaction, to the extent any such action could cause all or any portion of Stockholder's Newco Common Stock to be received in the Merger not to be taken into account in determining whether the "control" requirement in Section 351(a) of the Code will be satisfied with respect to the transactions contemplated by the Merger Agreement (collectively, a "Sale"). Stockholder will take no action that could result in a Sale.

(f) Reliance by Intel. Stockholder understands and acknowledges that Intel is entering into the Merger Agreement in reliance upon Stockholder's execution and delivery of this Agreement.

5. Stop Transfer. Stockholder agrees with, and covenants to, Intel that Stockholder shall not request that the Company register the transfer (book-entry or otherwise) of any certificate or uncertificated interest representing any Shares. In the event of a stock dividend or distribution, or any change in the Company Common Stock by reason of any stock dividend, split-up, recapitalization, combination, exchange of shares or the like, the term "Shares" shall be deemed to refer to and include the Shares as well as all such stock dividends and distributions and any shares into which or for which any or all of the Shares may be changed or exchanged.

6. Termination. This Agreement and the proxy granted pursuant to Section 2 hereof shall terminate upon the earliest to occur of: (a) the termination of the Merger Agreement in accordance with its terms; (b) the Effective Time; and (c) December 31, 2000.

7. Miscellaneous.

(a) Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof.

(b) Certain Events. Stockholder agrees that this Agreement and the obligations hereunder shall attach to the Shares and shall be binding upon any person to which legal or beneficial ownership of any Shares shall pass, whether by operation of law or otherwise. Notwithstanding any transfer of Shares, the transferor shall remain liable for the performance of all obligations under this Agreement of the transferor.

4

(c) Assignment. This Agreement shall not be assigned by operation of law. Stockholder shall not assign this Agreement without the prior written consent of Intel. Intel may, in its sole discretion, assign its rights and obligations hereunder.

(d) Amendments, Waivers, Etc. This Agreement may not be amended, changed, supplemented, waived or otherwise modified or terminated, except upon the execution and delivery of a written agreement executed by the parties hereto.

(e) Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly received if so given) by hand delivery, telecopy, or by mail (registered or certified mail, postage prepaid, return receipt requested) or by any nationally-recognized overnight courier service, such as Federal Express, providing proof of delivery. Any such notice or communication shall be deemed to have been delivered and received (i) in the case of hand delivery, on the date of such delivery, (ii) in the case of telecopy, on the date sent if confirmation of receipt is received and such notice is also promptly mailed by

registered or certified mail (return receipt requested), (iii) in the case of a nationally-recognized overnight courier service, in circumstances under which such courier guarantees next business day delivery, on the next business day after the date when sent, and (iv) the case of mailing on the third business day following that on which the piece of mail containing such communication is posted. All communications hereunder shall be delivered to the respective parties at the following addresses:

If to Stockholder: to the address set forth on
the signature page hereto

with a copy to: Excalibur Technologies Corporation
1921 Gallows Road, Suite 200
Vienna, Virginia 22182
Telecopier: (703) 761-1990
Attention: Chief Financial Officer

and

Heller, Ehrman, White & McAuliffe LLP
711 Fifth Avenue
New York, NY 10028
Telecopier: (212) 832-3353
Attention: Stephen M. Davis, Esq.

5

If to Intel: Intel Corporation
2200 Mission College Boulevard
Santa Clara, California 95052
Telecopier: (408) 765-1859
Attention: General Counsel

and

Intel Corporation
2200 Mission College Boulevard
Santa Clara, California 95052
Telecopier: (408) 765-6038
Attention: Treasurer

with a copy to: Gibson, Dunn & Crutcher LLP
333 South Grand Avenue
Los Angeles, California 90071
Telephone: (213) 229-7360
Telecopier: (213) 229-6360
Attention: Karen E. Bertero, Esq.

or to such other address as the person to whom notice is given may have previously furnished to the others in writing in the matter set forth above.

(f) Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or portion of any provision in such jurisdiction, and this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein.

(g) Specific Performance. Each of the parties hereto recognizes and acknowledges that a breach by it of any covenants or agreements contained in this Agreement will cause the other party to sustain damage for which it would not have an adequate remedy at law for money damages, and therefore each of the parties hereto agrees that in the event of any such breach the aggrieved party shall be entitled to the remedy of specific performance of such covenants and agreements and injunctive and other equitable relief in addition to any other remedy to which it may be entitled, at law or in equity.

(h) No Waiver. The failure of any party hereto to exercise any right, power or remedy provided under this Agreement or otherwise available in respect hereof at law or in equity, or to insist upon compliance by any other party hereto with its obligations hereunder, and any custom or practice of the parties at variance with the terms hereof, shall not constitute a

6

waiver by such party of its right to exercise any such or other right, power or remedy or to demand such compliance.

(i) Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Delaware, without giving effect to the principles of conflicts of law thereof.

(j) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

7

IN WITNESS WHEREOF, Intel and Stockholder have caused this Agreement to be duly executed as of the day and year first above written.

Intel Corporation, a Delaware corporation

By: /s/ Arvind Sodhani

Name: Arvind Sodhani
Title: Treasurer

STOCKHOLDER:

NUMBER OF SHARES: 31,323

ALLEN HOLDING INC.

By: /s/ Kim Weiland

Name: Kim Weiland
Address: 711 Fifth Avenue
New York, NY 10022

[SIGNATURE PAGE FOR INTEL/EXCALIBUR
VOTING AGREEMENT AND IRREVOCABLE PROXY]

8

VOTING AGREEMENT
AND
IRREVOCABLE PROXY

THIS VOTING AGREEMENT AND IRREVOCABLE PROXY, dated as of April 30, 2000 (this "Agreement"), is entered into by and between Intel Corporation, a Delaware corporation ("Intel"), and the stockholder reflected as such on the signature page hereto (the "Stockholder").

WITNESSETH:

WHEREAS, Intel, Excalibur Technologies Corporation, a Delaware corporation (the "Company"), Exca Holdings, Inc., a Delaware corporation and a wholly-owned subsidiary of the Company ("Newco"), Excalibur Transitory, Inc., a Delaware corporation and a wholly-owned subsidiary of Newco ("Transitory"), have entered into an Agreement and Plan of Contribution and Merger, dated as of the date hereof (as such agreement may hereafter be amended from time to time, the "Merger Agreement"; initially capitalized and other terms used but not otherwise defined herein shall have the meanings ascribed to them in the Merger Agreement), pursuant to which (i) Intel will contribute certain assets to Newco in exchange for shares of Newco Common Stock and Newco Non-Voting Common Stock and (ii) Transitory will merge (the "Merger") with and into the Company, as a result of which the Company will survive the Merger as a wholly-owned subsidiary of Newco and the stockholders of the Company will receive shares of Newco Common Stock in exchange for common stock of the Company and Newco Cumulative Convertible Preferred Stock in exchange for Cumulative Convertible Preferred Stock of the Company;

WHEREAS, the Stockholder Beneficially Owns (as defined herein) the number of shares of Company Common Stock set forth next to the stockholder's signature on the signature page hereto (the "Shares");

WHEREAS, as an inducement and a condition to entering into the Merger Agreement, Intel has requested that Stockholder agree, and Stockholder has agreed, to enter into this Agreement;

NOW, THEREFORE, in consideration of the foregoing and the mutual premises, representations, warranties, covenants and agreements contained herein, the parties hereto hereby agree as follows:

1. Voting Agreement. Stockholder hereby agrees with Intel that, at any meeting of the Company's stockholders, however called, or in connection with any written consent of the Company's stockholders, Stockholder shall, subject to Section 4(f), vote the Shares Beneficially Owned by Stockholder, whether heretofore owned or hereafter acquired, (i) in favor of approval of the Merger Agreement, the Combination and any actions required in furtherance thereof; (ii) against any action or agreement that would result in a breach in any respect of any covenant, representation or warranty or any other obligation or agreement of the Company, Newco or

Transitory under the Merger Agreement; and (iii) except as otherwise agreed to in writing in advance by Intel, against: (A) any Third Party Acquisition, (B) any change in a majority of the individuals who, as of the date hereof, constitute the Board of Directors of the Company, (C) any extraordinary corporate transaction, such as a merger, consolidation or other business combination involving the Company or any of its subsidiaries and any Third Party, (D) a sale, lease, transfer or disposition of any assets of the Company's or any of its subsidiaries' business outside the ordinary course of business, or any assets which are material to its business whether or not in the ordinary course of business, or a reorganization, recapitalization, dissolution or liquidation of the Company or any of its subsidiaries, (E) any material licensing, distribution or reseller agreement or arrangement involving the Company, (F) any change in the present capitalization of the Company or any amendment of the Certificate of Incorporation or By-Laws of the Company or its subsidiaries, (G) any other material change in the Company's corporate structure or affecting its business, or (H) any other action which is intended, or could reasonably be expected, to impede, interfere with, delay, postpone or materially adversely affect the Combination or any of the transactions contemplated by the Merger Agreement. Stockholder shall not enter into any agreement or understanding with any person the effect of which would be inconsistent or violative of the provisions and agreements contained herein. For purposes of this Agreement, "Beneficially Own" or "Beneficial Ownership" with respect to any securities shall mean Stockholder's having such ownership, control or power to direct the voting with respect to, or otherwise enables Stockholder to legally act with respect to, such securities as contemplated hereby, including pursuant to any agreement, arrangement or understanding, whether or not in writing. Securities Beneficially Owned by Stockholder shall include securities Beneficially Owned by all other persons with whom Stockholder would constitute a

"group" as within the meaning of Section 13(d)(3) of the Exchange Act of 1934, as amended (the "Exchange Act").

2. Irrevocable Proxy.

(a) Stockholder hereby constitutes and appoints Intel, which shall act by and through Cary I. Klafter and Teresa Remillard (each, a "Proxy Holder"), or either of them, with full power of substitution, its true and lawful proxy and attorney-in-fact to vote at any meeting (and any adjournment or postponement thereof) of the Company's stockholders called for purposes of considering whether to approve the Merger Agreement and the Combination, or any Third Party Acquisition, or to execute a written consent of stockholders in lieu of any such meeting, all Shares Beneficially Owned by Stockholder as of the record date with respect to such meeting or written consent in favor of the approval of the Merger Agreement and the Combination, with such modifications to the Merger Agreement as the parties thereto may make, or against a Third Party Acquisition, as the case may be. Such proxy shall be limited strictly to the power to vote the Shares in the manner set forth in the preceding sentence and shall not extend to any other matters.

(b) The proxy and power of attorney granted herein shall be irrevocable during the term of this Agreement, shall be deemed to be coupled with an interest sufficient in law to support an irrevocable proxy and shall revoke all prior proxies granted by Stockholder. Stockholder shall not grant any proxy to any person which conflicts with the proxy granted herein, and any attempt to do so shall be void. The power of attorney granted herein is a durable power of attorney and shall survive the death or incapacity of Stockholder.

2

(c) If Stockholder fails for any reason to vote his, hers or its Shares in accordance with the requirements of Section 1(b) hereof, then the Proxy Holder shall have the right to vote the Shares at any meeting of the Company's stockholders and in any action by written consent of the Company's stockholders in accordance with the provisions of this Section 2. The vote of the Proxy Holder shall control in any conflict between his vote of such Shares and a vote by Stockholder of such Shares.

3. Director Matters Excluded. Intel acknowledges and agrees that no provision of this Agreement shall limit or otherwise restrict Stockholder with respect to any act or omission that Stockholder may undertake or authorize in his capacity as a director of Company, including, without limitation, any vote that Stockholder may make as a director of Company with respect to any matter presented to the Board of Directors of Company.

4. Other Covenants, Representations and Warranties. Stockholder hereby represents and warrants to Intel as follows:

(a) Ownership of Shares. Stockholder is the Beneficial Owner of all the Shares. On the date hereof, the Shares constitute all of the Shares Beneficially Owned by Stockholder. Stockholder has voting power with respect to the matters set forth in Section 1(b) hereof with respect to all of the Shares, with no limitations, qualifications or restrictions on such rights.

(b) Power; Binding Agreement. Stockholder has the legal capacity, power and authority to enter into and perform all of its obligations under this Agreement. The execution, delivery and performance of this Agreement by Stockholder will not violate any agreement or any court order to which Stockholder is a party or is subject including, without limitation, any voting agreement or voting trust. This Agreement has been duly and validly executed and delivered by Stockholder.

(c) Restriction on Transfer, Proxies and Non-Interference. Except as expressly contemplated by this Agreement, Stockholder shall not, directly or indirectly: (i) offer for sale, sell, transfer, tender, pledge, encumber, assign or otherwise dispose of, or enter into any contract, option or other arrangement or understanding with respect to or consent to the offer for sale, sale, transfer, tender, pledge, encumbrance, assignment or other disposition of, any or all of the Shares or any interest therein; (ii) grant any proxies or powers of attorney or deposit any Shares into a voting trust or enter into a voting agreement with respect to any Shares; or (iii) take any action that would make any representation or warranty of Stockholder contained herein untrue or incorrect or have the effect of preventing or disabling Stockholder from performing any of Stockholder's obligations under this Agreement.

(d) Other Potential Acquirors. Stockholder (i) shall immediately cease any discussions or negotiations, if any, with any persons conducted heretofore with respect to any Third Party Acquisition; (ii) from and after the date hereof until the earlier of the termination of the Merger Agreement in accordance with its terms and the Effective Time, shall not, in any capacity, directly or indirectly, initiate, solicit or knowingly encourage (including, without limitation, by way of furnishing non-public information or assistance),

or take any other action to facilitate knowingly, any inquiries or the making of any Third Party Acquisition; (iii) shall

3

promptly (and in any event within one business day after becoming aware thereof) notify Intel of any proposals for, or inquiries with respect to, a potential Third Party Acquisition received by Stockholder or of which Stockholder otherwise has knowledge (including the terms and conditions thereof and the identity of the party submitting such proposal or inquiry); (iv) shall provide to Intel a copy of any written agreements, proposals or other materials the Stockholder receives from any such person or group (or its representatives); and (v) shall advise Intel from time to time of the status, at any time upon Intel's request, and promptly following any developments concerning the same.

(e) No Agreements. Stockholder is not and at the Effective Time will not be a party to any agreement, arrangement, understanding, plan or intention involving any actual or constructive sale, exchange, transfer, hypothecation, redemption, gift, contribution, risk reduction or other transaction, to the extent any such action could cause all or any portion of Stockholder's Newco Common Stock to be received in the Merger not to be taken into account in determining whether the "control" requirement in Section 351(a) of the Code will be satisfied with respect to the transactions contemplated by the Merger Agreement (collectively, a "Sale"). Stockholder will take no action that could result in a Sale.

(f) Reliance by Intel. Stockholder understands and acknowledges that Intel is entering into the Merger Agreement in reliance upon Stockholder's execution and delivery of this Agreement.

5. Stop Transfer. Stockholder agrees with, and covenants to, Intel that Stockholder shall not request that the Company register the transfer (book-entry or otherwise) of any certificate or uncertificated interest representing any Shares. In the event of a stock dividend or distribution, or any change in the Company Common Stock by reason of any stock dividend, split-up, recapitalization, combination, exchange of shares or the like, the term "Shares" shall be deemed to refer to and include the Shares as well as all such stock dividends and distributions and any shares into which or for which any or all of the Shares may be changed or exchanged.

6. Termination. This Agreement and the proxy granted pursuant to Section 2 hereof shall terminate upon the earliest to occur of: (a) the termination of the Merger Agreement in accordance with its terms; (b) the Effective Time; and (c) December 31, 2000.

7. Miscellaneous.

(a) Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof.

(b) Certain Events. Stockholder agrees that this Agreement and the obligations hereunder shall attach to the Shares and shall be binding upon any person to which legal or beneficial ownership of any Shares shall pass, whether by operation of law or otherwise. Notwithstanding any transfer of Shares, the transferor shall remain liable for the performance of all obligations under this Agreement of the transferor.

4

(c) Assignment. This Agreement shall not be assigned by operation of law. Stockholder shall not assign this Agreement without the prior written consent of Intel. Intel may, in its sole discretion, assign its rights and obligations hereunder.

(d) Amendments, Waivers, Etc. This Agreement may not be amended, changed, supplemented, waived or otherwise modified or terminated, except upon the execution and delivery of a written agreement executed by the parties hereto.

(e) Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly received if so given) by hand delivery, telecopy, or by mail (registered or certified mail, postage prepaid, return receipt requested) or by any nationally-recognized overnight courier service, such as Federal Express, providing proof of delivery. Any such notice or communication shall be deemed to have been delivered and received (i) in the case of hand delivery, on the date of such delivery, (ii) in the case of telecopy, on the date sent if confirmation of receipt is received and such notice is also promptly mailed by registered or certified mail (return receipt requested), (iii) in the case of a

nationally-recognized overnight courier service, in circumstances under which such courier guarantees next business day delivery, on the next business day after the date when sent, and (iv) the case of mailing on the third business day following that on which the piece of mail containing such communication is posted. All communications hereunder shall be delivered to the respective parties at the following addresses:

If to Stockholder: to the address set forth on the signature page hereto

with a copy to: Excalibur Technologies Corporation
1921 Gallows Road, Suite 200
Vienna, Virginia 22182
Telecopier: (703) 761-1990
Attention: Chief Financial Officer

and

Heller, Ehrman, White & McAuliffe LLP
711 Fifth Avenue
New York, NY 10028
Telecopier: (212) 832-3353
Attention: Stephen M. Davis, Esq.

5

If to Intel: Intel Corporation
2200 Mission College Boulevard
Santa Clara, California 95052
Telecopier: (408) 765-1859
Attention: General Counsel

and

Intel Corporation
2200 Mission College Boulevard
Santa Clara, California 95052
Telecopier: (408) 765-6038
Attention: Treasurer

with a copy to: Gibson, Dunn & Crutcher LLP
333 South Grand Avenue
Los Angeles, California 90071
Telephone: (213) 229-7360
Telecopier: (213) 229-6360
Attention: Karen E. Bertero, Esq.

or to such other address as the person to whom notice is given may have previously furnished to the others in writing in the matter set forth above.

(f) Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or portion of any provision in such jurisdiction, and this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein.

(g) Specific Performance. Each of the parties hereto recognizes and acknowledges that a breach by it of any covenants or agreements contained in this Agreement will cause the other party to sustain damage for which it would not have an adequate remedy at law for money damages, and therefore each of the parties hereto agrees that in the event of any such breach the aggrieved party shall be entitled to the remedy of specific performance of such covenants and agreements and injunctive and other equitable relief in addition to any other remedy to which it may be entitled, at law or in equity.

(h) No Waiver. The failure of any party hereto to exercise any right, power or remedy provided under this Agreement or otherwise available in respect hereof at law or in equity, or to insist upon compliance by any other party hereto with its obligations hereunder, and any custom or practice of the parties at variance with the terms hereof, shall not constitute a

6

waiver by such party of its right to exercise any such or other right, power or

remedy or to demand such compliance.

(i) Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Delaware, without giving effect to the principles of conflicts of law thereof.

(j) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

7

IN WITNESS WHEREOF, Intel and Stockholder have caused this Agreement to be duly executed as of the day and year first above written.

Intel Corporation, a Delaware corporation

By: /s/ Arvind Sodhani

Name: Arvind Sodhani
Title: Treasurer

STOCKHOLDER:

NUMBER OF SHARES: 314,915

/s/ Herbert Allen

Herbert Allen

Address: Allen & Company, Incorporated
711 Fifth Avenue
New York, NY 10022

[SIGNATURE PAGE FOR INTEL/EXCALIBUR
VOTING AGREEMENT AND IRREVOCABLE PROXY]

8

VOTING AGREEMENT
AND
IRREVOCABLE PROXY

THIS VOTING AGREEMENT AND IRREVOCABLE PROXY, dated as of April 30, 2000 (this "Agreement"), is entered into by and between Intel Corporation, a Delaware corporation ("Intel"), and the stockholder reflected as such on the signature page hereto (the "Stockholder").

WITNESSETH:

WHEREAS, Intel, Excalibur Technologies Corporation, a Delaware corporation (the "Company"), Exca Holdings, Inc., a Delaware corporation and a wholly-owned subsidiary of the Company ("Newco"), Excalibur Transitory, Inc., a Delaware corporation and a wholly-owned subsidiary of Newco ("Transitory"), have entered into an Agreement and Plan of Contribution and Merger, dated as of the date hereof (as such agreement may hereafter be amended from time to time, the "Merger Agreement"; initially capitalized and other terms used but not otherwise defined herein shall have the meanings ascribed to them in the Merger Agreement), pursuant to which (i) Intel will contribute certain assets to Newco in exchange for shares of Newco Common Stock and Newco Non-Voting Common Stock and (ii) Transitory will merge (the "Merger") with and into the Company, as a result of which the Company will survive the Merger as a wholly-owned subsidiary of Newco and the stockholders of the Company will receive shares of Newco Common Stock in exchange for common stock of the Company and Newco Cumulative Convertible Preferred Stock in exchange for Cumulative Convertible Preferred Stock of the Company;

WHEREAS, the Stockholder Beneficially Owns (as defined herein) the number of shares of Company Common Stock set forth next to the stockholder's signature on the signature page hereto (the "Shares");

WHEREAS, as an inducement and a condition to entering into the Merger Agreement, Intel has requested that Stockholder agree, and Stockholder has agreed, to enter into this Agreement;

NOW, THEREFORE, in consideration of the foregoing and the mutual premises, representations, warranties, covenants and agreements contained herein, the parties hereto hereby agree as follows:

1. Voting Agreement. Stockholder hereby agrees with Intel that, at any meeting of the Company's stockholders, however called, or in connection with any written consent of the Company's stockholders, Stockholder shall, subject to Section 4(f), vote the Shares Beneficially Owned by Stockholder, whether heretofore owned or hereafter acquired, (i) in favor of approval of the Merger Agreement, the Combination and any actions required in furtherance thereof; (ii) against any action or agreement that would result in a breach in any respect of any covenant, representation or warranty or any other obligation or agreement of the Company, Newco or

Transitory under the Merger Agreement; and (iii) except as otherwise agreed to in writing in advance by Intel, against: (A) any Third Party Acquisition, (B) any change in a majority of the individuals who, as of the date hereof, constitute the Board of Directors of the Company, (C) any extraordinary corporate transaction, such as a merger, consolidation or other business combination involving the Company or any of its subsidiaries and any Third Party, (D) a sale, lease, transfer or disposition of any assets of the Company's or any of its subsidiaries' business outside the ordinary course of business, or any assets which are material to its business whether or not in the ordinary course of business, or a reorganization, recapitalization, dissolution or liquidation of the Company or any of its subsidiaries, (E) any material licensing, distribution or reseller agreement or arrangement involving the Company, (F) any change in the present capitalization of the Company or any amendment of the Certificate of Incorporation or By-Laws of the Company or its subsidiaries, (G) any other material change in the Company's corporate structure or affecting its business, or (H) any other action which is intended, or could reasonably be expected, to impede, interfere with, delay, postpone or materially adversely affect the Combination or any of the transactions contemplated by the Merger Agreement. Stockholder shall not enter into any agreement or understanding with any person the effect of which would be inconsistent or violative of the provisions and agreements contained herein. For purposes of this Agreement, "Beneficially Own" or "Beneficial Ownership" with respect to any securities shall mean Stockholder's having such ownership, control or power to direct the voting with respect to, or otherwise enables Stockholder to legally act with respect to, such securities as contemplated hereby, including pursuant to any agreement, arrangement or understanding, whether or not in writing. Securities Beneficially Owned by Stockholder shall include securities Beneficially Owned by all other persons with whom Stockholder would constitute a

"group" as within the meaning of Section 13(d)(3) of the Exchange Act of 1934, as amended (the "Exchange Act").

2. Irrevocable Proxy.

(a) Stockholder hereby constitutes and appoints Intel, which shall act by and through Cary I. Klafter and Teresa Remillard (each, a "Proxy Holder"), or either of them, with full power of substitution, its true and lawful proxy and attorney-in-fact to vote at any meeting (and any adjournment or postponement thereof) of the Company's stockholders called for purposes of considering whether to approve the Merger Agreement and the Combination, or any Third Party Acquisition, or to execute a written consent of stockholders in lieu of any such meeting, all Shares Beneficially Owned by Stockholder as of the record date with respect to such meeting or written consent in favor of the approval of the Merger Agreement and the Combination, with such modifications to the Merger Agreement as the parties thereto may make, or against a Third Party Acquisition, as the case may be. Such proxy shall be limited strictly to the power to vote the Shares in the manner set forth in the preceding sentence and shall not extend to any other matters.

(b) The proxy and power of attorney granted herein shall be irrevocable during the term of this Agreement, shall be deemed to be coupled with an interest sufficient in law to support an irrevocable proxy and shall revoke all prior proxies granted by Stockholder. Stockholder shall not grant any proxy to any person which conflicts with the proxy granted herein, and any attempt to do so shall be void. The power of attorney granted herein is a durable power of attorney and shall survive the death or incapacity of Stockholder.

2

(c) If Stockholder fails for any reason to vote his, hers or its Shares in accordance with the requirements of Section 1(b) hereof, then the Proxy Holder shall have the right to vote the Shares at any meeting of the Company's stockholders and in any action by written consent of the Company's stockholders in accordance with the provisions of this Section 2. The vote of the Proxy Holder shall control in any conflict between his vote of such Shares and a vote by Stockholder of such Shares.

3. Director Matters Excluded. Intel acknowledges and agrees that no provision of this Agreement shall limit or otherwise restrict Stockholder with respect to any act or omission that Stockholder may undertake or authorize in his capacity as a director of Company, including, without limitation, any vote that Stockholder may make as a director of Company with respect to any matter presented to the Board of Directors of Company.

4. Other Covenants, Representations and Warranties. Stockholder hereby represents and warrants to Intel as follows:

(a) Ownership of Shares. Stockholder is the Beneficial Owner of all the Shares. On the date hereof, the Shares constitute all of the Shares Beneficially Owned by Stockholder. Stockholder has voting power with respect to the matters set forth in Section 1(b) hereof with respect to all of the Shares, with no limitations, qualifications or restrictions on such rights.

(b) Power; Binding Agreement. Stockholder has the legal capacity, power and authority to enter into and perform all of its obligations under this Agreement. The execution, delivery and performance of this Agreement by Stockholder will not violate any agreement or any court order to which Stockholder is a party or is subject including, without limitation, any voting agreement or voting trust. This Agreement has been duly and validly executed and delivered by Stockholder.

(c) Restriction on Transfer, Proxies and Non-Interference. Except as expressly contemplated by this Agreement, Stockholder shall not, directly or indirectly: (i) offer for sale, sell, transfer, tender, pledge, encumber, assign or otherwise dispose of, or enter into any contract, option or other arrangement or understanding with respect to or consent to the offer for sale, sale, transfer, tender, pledge, encumbrance, assignment or other disposition of, any or all of the Shares or any interest therein; (ii) grant any proxies or powers of attorney or deposit any Shares into a voting trust or enter into a voting agreement with respect to any Shares; or (iii) take any action that would make any representation or warranty of Stockholder contained herein untrue or incorrect or have the effect of preventing or disabling Stockholder from performing any of Stockholder's obligations under this Agreement.

(d) Other Potential Acquirors. Stockholder (i) shall immediately cease any discussions or negotiations, if any, with any persons conducted heretofore with respect to any Third Party Acquisition; (ii) from and after the date hereof until the earlier of the termination of the Merger Agreement in accordance with its terms and the Effective Time, shall not, in any capacity, directly or indirectly, initiate, solicit or knowingly encourage (including, without limitation, by way of furnishing non-public information or assistance),

or take any other action to facilitate knowingly, any inquiries or the making of any Third Party Acquisition; (iii) shall

3

promptly (and in any event within one business day after becoming aware thereof) notify Intel of any proposals for, or inquiries with respect to, a potential Third Party Acquisition received by Stockholder or of which Stockholder otherwise has knowledge (including the terms and conditions thereof and the identity of the party submitting such proposal or inquiry); (iv) shall provide to Intel a copy of any written agreements, proposals or other materials the Stockholder receives from any such person or group (or its representatives); and (v) shall advise Intel from time to time of the status, at any time upon Intel's request, and promptly following any developments concerning the same.

(e) No Agreements. Stockholder is not and at the Effective Time will not be a party to any agreement, arrangement, understanding, plan or intention involving any actual or constructive sale, exchange, transfer, hypothecation, redemption, gift, contribution, risk reduction or other transaction, to the extent any such action could cause all or any portion of Stockholder's Newco Common Stock to be received in the Merger not to be taken into account in determining whether the "control" requirement in Section 351(a) of the Code will be satisfied with respect to the transactions contemplated by the Merger Agreement (collectively, a "Sale"). Stockholder will take no action that could result in a Sale.

(f) Reliance by Intel. Stockholder understands and acknowledges that Intel is entering into the Merger Agreement in reliance upon Stockholder's execution and delivery of this Agreement.

5. Stop Transfer. Stockholder agrees with, and covenants to, Intel that Stockholder shall not request that the Company register the transfer (book-entry or otherwise) of any certificate or uncertificated interest representing any Shares. In the event of a stock dividend or distribution, or any change in the Company Common Stock by reason of any stock dividend, split-up, recapitalization, combination, exchange of shares or the like, the term "Shares" shall be deemed to refer to and include the Shares as well as all such stock dividends and distributions and any shares into which or for which any or all of the Shares may be changed or exchanged.

6. Termination. This Agreement and the proxy granted pursuant to Section 2 hereof shall terminate upon the earliest to occur of: (a) the termination of the Merger Agreement in accordance with its terms; (b) the Effective Time; and (c) December 31, 2000.

7. Miscellaneous.

(a) Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof.

(b) Certain Events. Stockholder agrees that this Agreement and the obligations hereunder shall attach to the Shares and shall be binding upon any person to which legal or beneficial ownership of any Shares shall pass, whether by operation of law or otherwise. Notwithstanding any transfer of Shares, the transferor shall remain liable for the performance of all obligations under this Agreement of the transferor.

4

(c) Assignment. This Agreement shall not be assigned by operation of law. Stockholder shall not assign this Agreement without the prior written consent of Intel. Intel may, in its sole discretion, assign its rights and obligations hereunder.

(d) Amendments, Waivers, Etc. This Agreement may not be amended, changed, supplemented, waived or otherwise modified or terminated, except upon the execution and delivery of a written agreement executed by the parties hereto.

(e) Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly received if so given) by hand delivery, telecopy, or by mail (registered or certified mail, postage prepaid, return receipt requested) or by any nationally-recognized overnight courier service, such as Federal Express, providing proof of delivery. Any such notice or communication shall be deemed to have been delivered and received (i) in the case of hand delivery, on the date of such delivery, (ii) in the case of telecopy, on the date sent if confirmation of receipt is received and such notice is also promptly mailed by registered or certified mail (return receipt requested), (iii) in the case of a

nationally-recognized overnight courier service, in circumstances under which such courier guarantees next business day delivery, on the next business day after the date when sent, and (iv) the case of mailing on the third business day following that on which the piece of mail containing such communication is posted. All communications hereunder shall be delivered to the respective parties at the following addresses:

If to Stockholder: to the address set forth on the signature page hereto

with a copy to: Excalibur Technologies Corporation
1921 Gallows Road, Suite 200
Vienna, Virginia 22182
Telecopier: (703) 761-1990
Attention: Chief Financial Officer

and

Heller, Ehrman, White & McAuliffe LLP
711 Fifth Avenue
New York, NY 10028
Telecopier: (212) 832-3353
Attention: Stephen M. Davis, Esq.

5

If to Intel: Intel Corporation
2200 Mission College Boulevard
Santa Clara, California 95052
Telecopier: (408) 765-1859
Attention: General Counsel

and

Intel Corporation
2200 Mission College Boulevard
Santa Clara, California 95052
Telecopier: (408) 765-6038
Attention: Treasurer

with a copy to: Gibson, Dunn & Crutcher LLP
333 South Grand Avenue
Los Angeles, California 90071
Telephone: (213) 229-7360
Telecopier: (213) 229-6360
Attention: Karen E. Bertero, Esq.

or to such other address as the person to whom notice is given may have previously furnished to the others in writing in the matter set forth above.

(f) Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or portion of any provision in such jurisdiction, and this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein.

(g) Specific Performance. Each of the parties hereto recognizes and acknowledges that a breach by it of any covenants or agreements contained in this Agreement will cause the other party to sustain damage for which it would not have an adequate remedy at law for money damages, and therefore each of the parties hereto agrees that in the event of any such breach the aggrieved party shall be entitled to the remedy of specific performance of such covenants and agreements and injunctive and other equitable relief in addition to any other remedy to which it may be entitled, at law or in equity.

(h) No Waiver. The failure of any party hereto to exercise any right, power or remedy provided under this Agreement or otherwise available in respect hereof at law or in equity, or to insist upon compliance by any other party hereto with its obligations hereunder, and any custom or practice of the parties at variance with the terms hereof, shall not constitute a

6

waiver by such party of its right to exercise any such or other right, power or

remedy or to demand such compliance.

(i) Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Delaware, without giving effect to the principles of conflicts of law thereof.

(j) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

7

IN WITNESS WHEREOF, Intel and Stockholder have caused this Agreement to be duly executed as of the day and year first above written.

Intel Corporation, a Delaware corporation

By: /s/ Arvind Sodhani

Name: Arvind Sodhani
Title: Treasurer

STOCKHOLDER:

NUMBER OF SHARES: 155,500

/s/ Donald R. Keough

Donald R. Keough

Address: 711 5th Avenue
New York, NY

[SIGNATURE PAGE FOR INTEL/EXCALIBUR
VOTING AGREEMENT AND IRREVOCABLE PROXY]

8

VOTING AGREEMENT
AND
IRREVOCABLE PROXY

THIS VOTING AGREEMENT AND IRREVOCABLE PROXY, dated as of April 30, 2000 (this "Agreement"), is entered into by and between Intel Corporation, a Delaware corporation ("Intel"), and the stockholder reflected as such on the signature page hereto (the "Stockholder").

WITNESSETH:

WHEREAS, Intel, Excalibur Technologies Corporation, a Delaware corporation (the "Company"), Exca Holdings, Inc., a Delaware corporation and a wholly-owned subsidiary of the Company ("Newco"), Excalibur Transitory, Inc., a Delaware corporation and a wholly-owned subsidiary of Newco ("Transitory"), have entered into an Agreement and Plan of Contribution and Merger, dated as of the date hereof (as such agreement may hereafter be amended from time to time, the "Merger Agreement"; initially capitalized and other terms used but not otherwise defined herein shall have the meanings ascribed to them in the Merger Agreement), pursuant to which (i) Intel will contribute certain assets to Newco in exchange for shares of Newco Common Stock and Newco Non-Voting Common Stock and (ii) Transitory will merge (the "Merger") with and into the Company, as a result of which the Company will survive the Merger as a wholly-owned subsidiary of Newco and the stockholders of the Company will receive shares of Newco Common Stock in exchange for common stock of the Company and Newco Cumulative Convertible Preferred Stock in exchange for Cumulative Convertible Preferred Stock of the Company;

WHEREAS, the Stockholder Beneficially Owns (as defined herein) the number of shares of Company Common Stock set forth next to the stockholder's signature on the signature page hereto (the "Shares");

WHEREAS, as an inducement and a condition to entering into the Merger Agreement, Intel has requested that Stockholder agree, and Stockholder has agreed, to enter into this Agreement;

NOW, THEREFORE, in consideration of the foregoing and the mutual premises, representations, warranties, covenants and agreements contained herein, the parties hereto hereby agree as follows:

1. Voting Agreement. Stockholder hereby agrees with Intel that, at any meeting of the Company's stockholders, however called, or in connection with any written consent of the Company's stockholders, Stockholder shall, subject to Section 4(f), vote the Shares Beneficially Owned by Stockholder, whether heretofore owned or hereafter acquired, (i) in favor of approval of the Merger Agreement, the Combination and any actions required in furtherance thereof; (ii) against any action or agreement that would result in a breach in any respect of any covenant, representation or warranty or any other obligation or agreement of the Company, Newco or

Transitory under the Merger Agreement; and (iii) except as otherwise agreed to in writing in advance by Intel, against: (A) any Third Party Acquisition, (B) any change in a majority of the individuals who, as of the date hereof, constitute the Board of Directors of the Company, (C) any extraordinary corporate transaction, such as a merger, consolidation or other business combination involving the Company or any of its subsidiaries and any Third Party, (D) a sale, lease, transfer or disposition of any assets of the Company's or any of its subsidiaries' business outside the ordinary course of business, or any assets which are material to its business whether or not in the ordinary course of business, or a reorganization, recapitalization, dissolution or liquidation of the Company or any of its subsidiaries, (E) any material licensing, distribution or reseller agreement or arrangement involving the Company, (F) any change in the present capitalization of the Company or any amendment of the Certificate of Incorporation or By-Laws of the Company or its subsidiaries, (G) any other material change in the Company's corporate structure or affecting its business, or (H) any other action which is intended, or could reasonably be expected, to impede, interfere with, delay, postpone or materially adversely affect the Combination or any of the transactions contemplated by the Merger Agreement. Stockholder shall not enter into any agreement or understanding with any person the effect of which would be inconsistent or violative of the provisions and agreements contained herein. For purposes of this Agreement, "Beneficially Own" or "Beneficial Ownership" with respect to any securities shall mean Stockholder's having such ownership, control or power to direct the voting with respect to, or otherwise enables Stockholder to legally act with respect to, such securities as contemplated hereby, including pursuant to any agreement, arrangement or understanding, whether or not in writing. Securities Beneficially Owned by Stockholder shall include securities Beneficially Owned by all other persons with whom Stockholder would constitute a

"group" as within the meaning of Section 13(d)(3) of the Exchange Act of 1934, as amended (the "Exchange Act").

2. Irrevocable Proxy.

(a) Stockholder hereby constitutes and appoints Intel, which shall act by and through Cary I. Klafter and Teresa Remillard (each, a "Proxy Holder"), or either of them, with full power of substitution, its true and lawful proxy and attorney-in-fact to vote at any meeting (and any adjournment or postponement thereof) of the Company's stockholders called for purposes of considering whether to approve the Merger Agreement and the Combination, or any Third Party Acquisition, or to execute a written consent of stockholders in lieu of any such meeting, all Shares Beneficially Owned by Stockholder as of the record date with respect to such meeting or written consent in favor of the approval of the Merger Agreement and the Combination, with such modifications to the Merger Agreement as the parties thereto may make, or against a Third Party Acquisition, as the case may be. Such proxy shall be limited strictly to the power to vote the Shares in the manner set forth in the preceding sentence and shall not extend to any other matters.

(b) The proxy and power of attorney granted herein shall be irrevocable during the term of this Agreement, shall be deemed to be coupled with an interest sufficient in law to support an irrevocable proxy and shall revoke all prior proxies granted by Stockholder. Stockholder shall not grant any proxy to any person which conflicts with the proxy granted herein, and any attempt to do so shall be void. The power of attorney granted herein is a durable power of attorney and shall survive the death or incapacity of Stockholder.

2

(c) If Stockholder fails for any reason to vote his, hers or its Shares in accordance with the requirements of Section 1(b) hereof, then the Proxy Holder shall have the right to vote the Shares at any meeting of the Company's stockholders and in any action by written consent of the Company's stockholders in accordance with the provisions of this Section 2. The vote of the Proxy Holder shall control in any conflict between his vote of such Shares and a vote by Stockholder of such Shares.

3. Director Matters Excluded. Intel acknowledges and agrees that no provision of this Agreement shall limit or otherwise restrict Stockholder with respect to any act or omission that Stockholder may undertake or authorize in his capacity as a director of Company, including, without limitation, any vote that Stockholder may make as a director of Company with respect to any matter presented to the Board of Directors of Company.

4. Other Covenants, Representations and Warranties. Stockholder hereby represents and warrants to Intel as follows:

(a) Ownership of Shares. Stockholder is the Beneficial Owner of all the Shares. On the date hereof, the Shares constitute all of the Shares Beneficially Owned by Stockholder. Stockholder has voting power with respect to the matters set forth in Section 1(b) hereof with respect to all of the Shares, with no limitations, qualifications or restrictions on such rights.

(b) Power; Binding Agreement. Stockholder has the legal capacity, power and authority to enter into and perform all of its obligations under this Agreement. The execution, delivery and performance of this Agreement by Stockholder will not violate any agreement or any court order to which Stockholder is a party or is subject including, without limitation, any voting agreement or voting trust. This Agreement has been duly and validly executed and delivered by Stockholder.

(c) Restriction on Transfer, Proxies and Non-Interference. Except as expressly contemplated by this Agreement, Stockholder shall not, directly or indirectly: (i) offer for sale, sell, transfer, tender, pledge, encumber, assign or otherwise dispose of, or enter into any contract, option or other arrangement or understanding with respect to or consent to the offer for sale, sale, transfer, tender, pledge, encumbrance, assignment or other disposition of, any or all of the Shares or any interest therein; (ii) grant any proxies or powers of attorney or deposit any Shares into a voting trust or enter into a voting agreement with respect to any Shares; or (iii) take any action that would make any representation or warranty of Stockholder contained herein untrue or incorrect or have the effect of preventing or disabling Stockholder from performing any of Stockholder's obligations under this Agreement.

(d) Other Potential Acquirors. Stockholder (i) shall immediately cease any discussions or negotiations, if any, with any persons conducted heretofore with respect to any Third Party Acquisition; (ii) from and after the date hereof until the earlier of the termination of the Merger Agreement in accordance with its terms and the Effective Time, shall not, in any capacity, directly or indirectly, initiate, solicit or knowingly encourage (including, without limitation, by way of furnishing non-public information or assistance),

or take any other action to facilitate knowingly, any inquiries or the making of any Third Party Acquisition; (iii) shall

3

promptly (and in any event within one business day after becoming aware thereof) notify Intel of any proposals for, or inquiries with respect to, a potential Third Party Acquisition received by Stockholder or of which Stockholder otherwise has knowledge (including the terms and conditions thereof and the identity of the party submitting such proposal or inquiry); (iv) shall provide to Intel a copy of any written agreements, proposals or other materials the Stockholder receives from any such person or group (or its representatives); and (v) shall advise Intel from time to time of the status, at any time upon Intel's request, and promptly following any developments concerning the same.

(e) No Agreements. Stockholder is not and at the Effective Time will not be a party to any agreement, arrangement, understanding, plan or intention involving any actual or constructive sale, exchange, transfer, hypothecation, redemption, gift, contribution, risk reduction or other transaction, to the extent any such action could cause all or any portion of Stockholder's Newco Common Stock to be received in the Merger not to be taken into account in determining whether the "control" requirement in Section 351(a) of the Code will be satisfied with respect to the transactions contemplated by the Merger Agreement (collectively, a "Sale"). Stockholder will take no action that could result in a Sale.

(f) Reliance by Intel. Stockholder understands and acknowledges that Intel is entering into the Merger Agreement in reliance upon Stockholder's execution and delivery of this Agreement.

5. Stop Transfer. Stockholder agrees with, and covenants to, Intel that Stockholder shall not request that the Company register the transfer (book-entry or otherwise) of any certificate or uncertificated interest representing any Shares. In the event of a stock dividend or distribution, or any change in the Company Common Stock by reason of any stock dividend, split-up, recapitalization, combination, exchange of shares or the like, the term "Shares" shall be deemed to refer to and include the Shares as well as all such stock dividends and distributions and any shares into which or for which any or all of the Shares may be changed or exchanged.

6. Termination. This Agreement and the proxy granted pursuant to Section 2 hereof shall terminate upon the earliest to occur of: (a) the termination of the Merger Agreement in accordance with its terms; (b) the Effective Time; and (c) December 31, 2000.

7. Miscellaneous.

(a) Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof.

(b) Certain Events. Stockholder agrees that this Agreement and the obligations hereunder shall attach to the Shares and shall be binding upon any person to which legal or beneficial ownership of any Shares shall pass, whether by operation of law or otherwise. Notwithstanding any transfer of Shares, the transferor shall remain liable for the performance of all obligations under this Agreement of the transferor.

4

(c) Assignment. This Agreement shall not be assigned by operation of law. Stockholder shall not assign this Agreement without the prior written consent of Intel. Intel may, in its sole discretion, assign its rights and obligations hereunder.

(d) Amendments, Waivers, Etc. This Agreement may not be amended, changed, supplemented, waived or otherwise modified or terminated, except upon the execution and delivery of a written agreement executed by the parties hereto.

(e) Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly received if so given) by hand delivery, telecopy, or by mail (registered or certified mail, postage prepaid, return receipt requested) or by any nationally-recognized overnight courier service, such as Federal Express, providing proof of delivery. Any such notice or communication shall be deemed to have been delivered and received (i) in the case of hand delivery, on the date of such delivery, (ii) in the case of telecopy, on the date sent if confirmation of receipt is received and such notice is also promptly mailed by registered or certified mail (return receipt requested), (iii) in the case of a

nationally-recognized overnight courier service, in circumstances under which such courier guarantees next business day delivery, on the next business day after the date when sent, and (iv) the case of mailing on the third business day following that on which the piece of mail containing such communication is posted. All communications hereunder shall be delivered to the respective parties at the following addresses:

If to Stockholder: to the address set forth on
the signature page hereto

with a copy to: Excalibur Technologies Corporation
1921 Gallows Road, Suite 200
Vienna, Virginia 22182
Telecopier: (703) 761-1990
Attention: Chief Financial Officer

and

Heller, Ehrman, White & McAuliffe LLP
711 Fifth Avenue
New York, NY 10028
Telecopier: (212) 832-3353
Attention: Stephen M. Davis, Esq.

5

If to Intel: Intel Corporation
2200 Mission College Boulevard
Santa Clara, California 95052
Telecopier: (408) 765-1859
Attention: General Counsel

and

Intel Corporation
2200 Mission College Boulevard
Santa Clara, California 95052
Telecopier: (408) 765-6038
Attention: Treasurer

with a copy to: Gibson, Dunn & Crutcher LLP
333 South Grand Avenue
Los Angeles, California 90071
Telephone: (213) 229-7360
Telecopier: (213) 229-6360
Attention: Karen E. Bertero, Esq.

or to such other address as the person to whom notice is given may have previously furnished to the others in writing in the matter set forth above.

(f) Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or portion of any provision in such jurisdiction, and this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein.

(g) Specific Performance. Each of the parties hereto recognizes and acknowledges that a breach by it of any covenants or agreements contained in this Agreement will cause the other party to sustain damage for which it would not have an adequate remedy at law for money damages, and therefore each of the parties hereto agrees that in the event of any such breach the aggrieved party shall be entitled to the remedy of specific performance of such covenants and agreements and injunctive and other equitable relief in addition to any other remedy to which it may be entitled, at law or in equity.

(h) No Waiver. The failure of any party hereto to exercise any right, power or remedy provided under this Agreement or otherwise available in respect hereof at law or in equity, or to insist upon compliance by any other party hereto with its obligations hereunder, and any custom or practice of the parties at variance with the terms hereof, shall not constitute a

6

waiver by such party of its right to exercise any such or other right, power or

remedy or to demand such compliance.

(i) Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Delaware, without giving effect to the principles of conflicts of law thereof.

(j) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

7

IN WITNESS WHEREOF, Intel and Stockholder have caused this Agreement to be duly executed as of the day and year first above written.

Intel Corporation, a Delaware corporation

By: /s/ Arvind Sodhani

Name: Arvind Sodhani
Title: Treasurer

STOCKHOLDER:

NUMBER OF SHARES: 1,825

/s/ Patrick C. Condo

Patrick C. Condo

Address: 1013 Kimbler Place
Great Falls, VA 22066

[SIGNATURE PAGE FOR INTEL/EXCALIBUR
VOTING AGREEMENT AND IRREVOCABLE PROXY]

8

VOTING AGREEMENT
AND
IRREVOCABLE PROXY

THIS VOTING AGREEMENT AND IRREVOCABLE PROXY, dated as of April 30, 2000 (this "Agreement"), is entered into by and between Intel Corporation, a Delaware corporation ("Intel"), and the stockholder reflected as such on the signature page hereto (the "Stockholder").

WITNESSETH:

WHEREAS, Intel, Excalibur Technologies Corporation, a Delaware corporation (the "Company"), Exca Holdings, Inc., a Delaware corporation and a wholly-owned subsidiary of the Company ("Newco"), Excalibur Transitory, Inc., a Delaware corporation and a wholly-owned subsidiary of Newco ("Transitory"), have entered into an Agreement and Plan of Contribution and Merger, dated as of the date hereof (as such agreement may hereafter be amended from time to time, the "Merger Agreement"; initially capitalized and other terms used but not otherwise defined herein shall have the meanings ascribed to them in the Merger Agreement), pursuant to which (i) Intel will contribute certain assets to Newco in exchange for shares of Newco Common Stock and Newco Non-Voting Common Stock and (ii) Transitory will merge (the "Merger") with and into the Company, as a result of which the Company will survive the Merger as a wholly-owned subsidiary of Newco and the stockholders of the Company will receive shares of Newco Common Stock in exchange for common stock of the Company and Newco Cumulative Convertible Preferred Stock in exchange for Cumulative Convertible Preferred Stock of the Company;

WHEREAS, the Stockholder Beneficially Owns (as defined herein) the number of shares of Company Common Stock set forth next to the stockholder's signature on the signature page hereto (the "Shares");

WHEREAS, as an inducement and a condition to entering into the Merger Agreement, Intel has requested that Stockholder agree, and Stockholder has agreed, to enter into this Agreement;

NOW, THEREFORE, in consideration of the foregoing and the mutual premises, representations, warranties, covenants and agreements contained herein, the parties hereto hereby agree as follows:

1. Voting Agreement. Stockholder hereby agrees with Intel that, at any meeting of the Company's stockholders, however called, or in connection with any written consent of the Company's stockholders, Stockholder shall, subject to Section 4(f), vote the Shares Beneficially Owned by Stockholder, whether heretofore owned or hereafter acquired, (i) in favor of approval of the Merger Agreement, the Combination and any actions required in furtherance thereof; (ii) against any action or agreement that would result in a breach in any respect of any covenant, representation or warranty or any other obligation or agreement of the Company, Newco or

Transitory under the Merger Agreement; and (iii) except as otherwise agreed to in writing in advance by Intel, against: (A) any Third Party Acquisition, (B) any change in a majority of the individuals who, as of the date hereof, constitute the Board of Directors of the Company, (C) any extraordinary corporate transaction, such as a merger, consolidation or other business combination involving the Company or any of its subsidiaries and any Third Party, (D) a sale, lease, transfer or disposition of any assets of the Company's or any of its subsidiaries' business outside the ordinary course of business, or any assets which are material to its business whether or not in the ordinary course of business, or a reorganization, recapitalization, dissolution or liquidation of the Company or any of its subsidiaries, (E) any material licensing, distribution or reseller agreement or arrangement involving the Company, (F) any change in the present capitalization of the Company or any amendment of the Certificate of Incorporation or By-Laws of the Company or its subsidiaries, (G) any other material change in the Company's corporate structure or affecting its business, or (H) any other action which is intended, or could reasonably be expected, to impede, interfere with, delay, postpone or materially adversely affect the Combination or any of the transactions contemplated by the Merger Agreement. Stockholder shall not enter into any agreement or understanding with any person the effect of which would be inconsistent or violative of the provisions and agreements contained herein. For purposes of this Agreement, "Beneficially Own" or "Beneficial Ownership" with respect to any securities shall mean Stockholder's having such ownership, control or power to direct the voting with respect to, or otherwise enables Stockholder to legally act with respect to, such securities as contemplated hereby, including pursuant to any agreement, arrangement or understanding, whether or not in writing. Securities Beneficially Owned by Stockholder shall include securities Beneficially Owned by all other persons with whom Stockholder would constitute a

"group" as within the meaning of Section 13(d)(3) of the Exchange Act of 1934, as amended (the "Exchange Act").

2. Irrevocable Proxy.

(a) Stockholder hereby constitutes and appoints Intel, which shall act by and through Cary I. Klafter and Teresa Remillard (each, a "Proxy Holder"), or either of them, with full power of substitution, its true and lawful proxy and attorney-in-fact to vote at any meeting (and any adjournment or postponement thereof) of the Company's stockholders called for purposes of considering whether to approve the Merger Agreement and the Combination, or any Third Party Acquisition, or to execute a written consent of stockholders in lieu of any such meeting, all Shares Beneficially Owned by Stockholder as of the record date with respect to such meeting or written consent in favor of the approval of the Merger Agreement and the Combination, with such modifications to the Merger Agreement as the parties thereto may make, or against a Third Party Acquisition, as the case may be. Such proxy shall be limited strictly to the power to vote the Shares in the manner set forth in the preceding sentence and shall not extend to any other matters.

(b) The proxy and power of attorney granted herein shall be irrevocable during the term of this Agreement, shall be deemed to be coupled with an interest sufficient in law to support an irrevocable proxy and shall revoke all prior proxies granted by Stockholder. Stockholder shall not grant any proxy to any person which conflicts with the proxy granted herein, and any attempt to do so shall be void. The power of attorney granted herein is a durable power of attorney and shall survive the death or incapacity of Stockholder.

2

(c) If Stockholder fails for any reason to vote his, hers or its Shares in accordance with the requirements of Section 1(b) hereof, then the Proxy Holder shall have the right to vote the Shares at any meeting of the Company's stockholders and in any action by written consent of the Company's stockholders in accordance with the provisions of this Section 2. The vote of the Proxy Holder shall control in any conflict between his vote of such Shares and a vote by Stockholder of such Shares.

3. Director Matters Excluded. Intel acknowledges and agrees that no provision of this Agreement shall limit or otherwise restrict Stockholder with respect to any act or omission that Stockholder may undertake or authorize in his capacity as a director of Company, including, without limitation, any vote that Stockholder may make as a director of Company with respect to any matter presented to the Board of Directors of Company.

4. Other Covenants, Representations and Warranties. Stockholder hereby represents and warrants to Intel as follows:

(a) Ownership of Shares. Stockholder is the Beneficial Owner of all the Shares. On the date hereof, the Shares constitute all of the Shares Beneficially Owned by Stockholder. Stockholder has voting power with respect to the matters set forth in Section 1(b) hereof with respect to all of the Shares, with no limitations, qualifications or restrictions on such rights.

(b) Power; Binding Agreement. Stockholder has the legal capacity, power and authority to enter into and perform all of its obligations under this Agreement. The execution, delivery and performance of this Agreement by Stockholder will not violate any agreement or any court order to which Stockholder is a party or is subject including, without limitation, any voting agreement or voting trust. This Agreement has been duly and validly executed and delivered by Stockholder.

(c) Restriction on Transfer, Proxies and Non-Interference. Except as expressly contemplated by this Agreement, Stockholder shall not, directly or indirectly: (i) offer for sale, sell, transfer, tender, pledge, encumber, assign or otherwise dispose of, or enter into any contract, option or other arrangement or understanding with respect to or consent to the offer for sale, sale, transfer, tender, pledge, encumbrance, assignment or other disposition of, any or all of the Shares or any interest therein; (ii) grant any proxies or powers of attorney or deposit any Shares into a voting trust or enter into a voting agreement with respect to any Shares; or (iii) take any action that would make any representation or warranty of Stockholder contained herein untrue or incorrect or have the effect of preventing or disabling Stockholder from performing any of Stockholder's obligations under this Agreement.

(d) Other Potential Acquirors. Stockholder (i) shall immediately cease any discussions or negotiations, if any, with any persons conducted heretofore with respect to any Third Party Acquisition; (ii) from and after the date hereof until the earlier of the termination of the Merger Agreement in accordance with its terms and the Effective Time, shall not, in any capacity, directly or indirectly, initiate, solicit or knowingly encourage (including, without limitation, by way of furnishing non-public information or assistance),

or take any other action to facilitate knowingly, any inquiries or the making of any Third Party Acquisition; (iii) shall

3

promptly (and in any event within one business day after becoming aware thereof) notify Intel of any proposals for, or inquiries with respect to, a potential Third Party Acquisition received by Stockholder or of which Stockholder otherwise has knowledge (including the terms and conditions thereof and the identity of the party submitting such proposal or inquiry); (iv) shall provide to Intel a copy of any written agreements, proposals or other materials the Stockholder receives from any such person or group (or its representatives); and (v) shall advise Intel from time to time of the status, at any time upon Intel's request, and promptly following any developments concerning the same.

(e) No Agreements. Stockholder is not and at the Effective Time will not be a party to any agreement, arrangement, understanding, plan or intention involving any actual or constructive sale, exchange, transfer, hypothecation, redemption, gift, contribution, risk reduction or other transaction, to the extent any such action could cause all or any portion of Stockholder's Newco Common Stock to be received in the Merger not to be taken into account in determining whether the "control" requirement in Section 351(a) of the Code will be satisfied with respect to the transactions contemplated by the Merger Agreement (collectively, a "Sale"). Stockholder will take no action that could result in a Sale.

(f) Reliance by Intel. Stockholder understands and acknowledges that Intel is entering into the Merger Agreement in reliance upon Stockholder's execution and delivery of this Agreement.

5. Stop Transfer. Stockholder agrees with, and covenants to, Intel that Stockholder shall not request that the Company register the transfer (book-entry or otherwise) of any certificate or uncertificated interest representing any Shares. In the event of a stock dividend or distribution, or any change in the Company Common Stock by reason of any stock dividend, split-up, recapitalization, combination, exchange of shares or the like, the term "Shares" shall be deemed to refer to and include the Shares as well as all such stock dividends and distributions and any shares into which or for which any or all of the Shares may be changed or exchanged.

6. Termination. This Agreement and the proxy granted pursuant to Section 2 hereof shall terminate upon the earliest to occur of: (a) the termination of the Merger Agreement in accordance with its terms; (b) the Effective Time; and (c) December 31, 2000.

7. Miscellaneous.

(a) Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof.

(b) Certain Events. Stockholder agrees that this Agreement and the obligations hereunder shall attach to the Shares and shall be binding upon any person to which legal or beneficial ownership of any Shares shall pass, whether by operation of law or otherwise. Notwithstanding any transfer of Shares, the transferor shall remain liable for the performance of all obligations under this Agreement of the transferor.

4

(c) Assignment. This Agreement shall not be assigned by operation of law. Stockholder shall not assign this Agreement without the prior written consent of Intel. Intel may, in its sole discretion, assign its rights and obligations hereunder.

(d) Amendments, Waivers, Etc. This Agreement may not be amended, changed, supplemented, waived or otherwise modified or terminated, except upon the execution and delivery of a written agreement executed by the parties hereto.

(e) Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly received if so given) by hand delivery, telecopy, or by mail (registered or certified mail, postage prepaid, return receipt requested) or by any nationally-recognized overnight courier service, such as Federal Express, providing proof of delivery. Any such notice or communication shall be deemed to have been delivered and received (i) in the case of hand delivery, on the date of such delivery, (ii) in the case of telecopy, on the date sent if confirmation of receipt is received and such notice is also promptly mailed by registered or certified mail (return receipt requested), (iii) in the case of a

nationally-recognized overnight courier service, in circumstances under which such courier guarantees next business day delivery, on the next business day after the date when sent, and (iv) the case of mailing on the third business day following that on which the piece of mail containing such communication is posted. All communications hereunder shall be delivered to the respective parties at the following addresses:

If to Stockholder: to the address set forth on the signature page hereto

with a copy to: Excalibur Technologies Corporation
1921 Gallows Road, Suite 200
Vienna, Virginia 22182
Telecopier: (703) 761-1990
Attention: Chief Financial Officer

and

Heller, Ehrman, White & McAuliffe LLP
711 Fifth Avenue
New York, NY 10028
Telecopier: (212) 832-3353
Attention: Stephen M. Davis, Esq.

5

If to Intel: Intel Corporation
2200 Mission College Boulevard
Santa Clara, California 95052
Telecopier: (408) 765-1859
Attention: General Counsel

and

Intel Corporation
2200 Mission College Boulevard
Santa Clara, California 95052
Telecopier: (408) 765-6038
Attention: Treasurer

with a copy to: Gibson, Dunn & Crutcher LLP
333 South Grand Avenue
Los Angeles, California 90071
Telephone: (213) 229-7360
Telecopier: (213) 229-6360
Attention: Karen E. Bertero, Esq.

or to such other address as the person to whom notice is given may have previously furnished to the others in writing in the matter set forth above.

(f) Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or portion of any provision in such jurisdiction, and this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein.

(g) Specific Performance. Each of the parties hereto recognizes and acknowledges that a breach by it of any covenants or agreements contained in this Agreement will cause the other party to sustain damage for which it would not have an adequate remedy at law for money damages, and therefore each of the parties hereto agrees that in the event of any such breach the aggrieved party shall be entitled to the remedy of specific performance of such covenants and agreements and injunctive and other equitable relief in addition to any other remedy to which it may be entitled, at law or in equity.

(h) No Waiver. The failure of any party hereto to exercise any right, power or remedy provided under this Agreement or otherwise available in respect hereof at law or in equity, or to insist upon compliance by any other party hereto with its obligations hereunder, and any custom or practice of the parties at variance with the terms hereof, shall not constitute a

6

waiver by such party of its right to exercise any such or other right, power or remedy or to demand such compliance.

(i) Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Delaware, without giving effect to the principles of conflicts of law thereof.

(j) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

7

IN WITNESS WHEREOF, Intel and Stockholder have caused this Agreement to be duly executed as of the day and year first above written.

Intel Corporation, a Delaware corporation

By: /s/ Arvind Sodhani

Name: Arvind Sodhani
Title: Treasurer

STOCKHOLDER:

NUMBER OF SHARES:

/s/ John S. Hendricks

John S. Hendricks

Address:

[SIGNATURE PAGE FOR INTEL/EXCALIBUR
VOTING AGREEMENT AND IRREVOCABLE PROXY]

8

VOTING AGREEMENT
AND
IRREVOCABLE PROXY

THIS VOTING AGREEMENT AND IRREVOCABLE PROXY, dated as of April 30, 2000 (this "Agreement"), is entered into by and between Intel Corporation, a Delaware corporation ("Intel"), and the stockholder reflected as such on the signature page hereto (the "Stockholder").

WITNESSETH:

WHEREAS, Intel, Excalibur Technologies Corporation, a Delaware corporation (the "Company"), Exca Holdings, Inc., a Delaware corporation and a wholly-owned subsidiary of the Company ("Newco"), Excalibur Transitory, Inc., a Delaware corporation and a wholly-owned subsidiary of Newco ("Transitory"), have entered into an Agreement and Plan of Contribution and Merger, dated as of the date hereof (as such agreement may hereafter be amended from time to time, the "Merger Agreement"; initially capitalized and other terms used but not otherwise defined herein shall have the meanings ascribed to them in the Merger Agreement), pursuant to which (i) Intel will contribute certain assets to Newco in exchange for shares of Newco Common Stock and Newco Non-Voting Common Stock and (ii) Transitory will merge (the "Merger") with and into the Company, as a result of which the Company will survive the Merger as a wholly-owned subsidiary of Newco and the stockholders of the Company will receive shares of Newco Common Stock in exchange for common stock of the Company and Newco Cumulative Convertible Preferred Stock in exchange for Cumulative Convertible Preferred Stock of the Company;

WHEREAS, the Stockholder Beneficially Owns (as defined herein) the number of shares of Company Common Stock set forth next to the stockholder's signature on the signature page hereto (the "Shares");

WHEREAS, as an inducement and a condition to entering into the Merger Agreement, Intel has requested that Stockholder agree, and Stockholder has agreed, to enter into this Agreement;

NOW, THEREFORE, in consideration of the foregoing and the mutual premises, representations, warranties, covenants and agreements contained herein, the parties hereto hereby agree as follows:

1. Voting Agreement. Stockholder hereby agrees with Intel that, at any meeting of the Company's stockholders, however called, or in connection with any written consent of the Company's stockholders, Stockholder shall, subject to Section 4(f), vote the Shares Beneficially Owned by Stockholder, whether heretofore owned or hereafter acquired, (i) in favor of approval of the Merger Agreement, the Combination and any actions required in furtherance thereof; (ii) against any action or agreement that would result in a breach in any respect of any covenant, representation or warranty or any other obligation or agreement of the Company, Newco or

Transitory under the Merger Agreement; and (iii) except as otherwise agreed to in writing in advance by Intel, against: (A) any Third Party Acquisition, (B) any change in a majority of the individuals who, as of the date hereof, constitute the Board of Directors of the Company, (C) any extraordinary corporate transaction, such as a merger, consolidation or other business combination involving the Company or any of its subsidiaries and any Third Party, (D) a sale, lease, transfer or disposition of any assets of the Company's or any of its subsidiaries' business outside the ordinary course of business, or any assets which are material to its business whether or not in the ordinary course of business, or a reorganization, recapitalization, dissolution or liquidation of the Company or any of its subsidiaries, (E) any material licensing, distribution or reseller agreement or arrangement involving the Company, (F) any change in the present capitalization of the Company or any amendment of the Certificate of Incorporation or By-Laws of the Company or its subsidiaries, (G) any other material change in the Company's corporate structure or affecting its business, or (H) any other action which is intended, or could reasonably be expected, to impede, interfere with, delay, postpone or materially adversely affect the Combination or any of the transactions contemplated by the Merger Agreement. Stockholder shall not enter into any agreement or understanding with any person the effect of which would be inconsistent or violative of the provisions and agreements contained herein. For purposes of this Agreement, "Beneficially Own" or "Beneficial Ownership" with respect to any securities shall mean Stockholder's having such ownership, control or power to direct the voting with respect to, or otherwise enables Stockholder to legally act with respect to, such securities as contemplated hereby, including pursuant to any agreement, arrangement or understanding, whether or not in writing. Securities Beneficially Owned by Stockholder shall include securities Beneficially Owned by all other persons with whom Stockholder would constitute a

"group" as within the meaning of Section 13(d)(3) of the Exchange Act of 1934, as amended (the "Exchange Act").

2. Irrevocable Proxy.

(a) Stockholder hereby constitutes and appoints Intel, which shall act by and through Cary I. Klafter and Teresa Remillard (each, a "Proxy Holder"), or either of them, with full power of substitution, its true and lawful proxy and attorney-in-fact to vote at any meeting (and any adjournment or postponement thereof) of the Company's stockholders called for purposes of considering whether to approve the Merger Agreement and the Combination, or any Third Party Acquisition, or to execute a written consent of stockholders in lieu of any such meeting, all Shares Beneficially Owned by Stockholder as of the record date with respect to such meeting or written consent in favor of the approval of the Merger Agreement and the Combination, with such modifications to the Merger Agreement as the parties thereto may make, or against a Third Party Acquisition, as the case may be. Such proxy shall be limited strictly to the power to vote the Shares in the manner set forth in the preceding sentence and shall not extend to any other matters.

(b) The proxy and power of attorney granted herein shall be irrevocable during the term of this Agreement, shall be deemed to be coupled with an interest sufficient in law to support an irrevocable proxy and shall revoke all prior proxies granted by Stockholder. Stockholder shall not grant any proxy to any person which conflicts with the proxy granted herein, and any attempt to do so shall be void. The power of attorney granted herein is a durable power of attorney and shall survive the death or incapacity of Stockholder.

2

(c) If Stockholder fails for any reason to vote his, hers or its Shares in accordance with the requirements of Section 1(b) hereof, then the Proxy Holder shall have the right to vote the Shares at any meeting of the Company's stockholders and in any action by written consent of the Company's stockholders in accordance with the provisions of this Section 2. The vote of the Proxy Holder shall control in any conflict between his vote of such Shares and a vote by Stockholder of such Shares.

3. Director Matters Excluded. Intel acknowledges and agrees that no provision of this Agreement shall limit or otherwise restrict Stockholder with respect to any act or omission that Stockholder may undertake or authorize in his capacity as a director of Company, including, without limitation, any vote that Stockholder may make as a director of Company with respect to any matter presented to the Board of Directors of Company.

4. Other Covenants, Representations and Warranties. Stockholder hereby represents and warrants to Intel as follows:

(a) Ownership of Shares. Stockholder is the Beneficial Owner of all the Shares. On the date hereof, the Shares constitute all of the Shares Beneficially Owned by Stockholder. Stockholder has voting power with respect to the matters set forth in Section 1(b) hereof with respect to all of the Shares, with no limitations, qualifications or restrictions on such rights.

(b) Power; Binding Agreement. Stockholder has the legal capacity, power and authority to enter into and perform all of its obligations under this Agreement. The execution, delivery and performance of this Agreement by Stockholder will not violate any agreement or any court order to which Stockholder is a party or is subject including, without limitation, any voting agreement or voting trust. This Agreement has been duly and validly executed and delivered by Stockholder.

(c) Restriction on Transfer, Proxies and Non-Interference. Except as expressly contemplated by this Agreement, Stockholder shall not, directly or indirectly: (i) offer for sale, sell, transfer, tender, pledge, encumber, assign or otherwise dispose of, or enter into any contract, option or other arrangement or understanding with respect to or consent to the offer for sale, sale, transfer, tender, pledge, encumbrance, assignment or other disposition of, any or all of the Shares or any interest therein; (ii) grant any proxies or powers of attorney or deposit any Shares into a voting trust or enter into a voting agreement with respect to any Shares; or (iii) take any action that would make any representation or warranty of Stockholder contained herein untrue or incorrect or have the effect of preventing or disabling Stockholder from performing any of Stockholder's obligations under this Agreement.

(d) Other Potential Acquirors. Stockholder (i) shall immediately cease any discussions or negotiations, if any, with any persons conducted heretofore with respect to any Third Party Acquisition; (ii) from and after the date hereof until the earlier of the termination of the Merger Agreement in accordance with its terms and the Effective Time, shall not, in any capacity, directly or indirectly, initiate, solicit or knowingly encourage (including, without limitation, by way of furnishing non-public information or assistance),

or take any other action to facilitate knowingly, any inquiries or the making of any Third Party Acquisition; (iii) shall

3

promptly (and in any event within one business day after becoming aware thereof) notify Intel of any proposals for, or inquiries with respect to, a potential Third Party Acquisition received by Stockholder or of which Stockholder otherwise has knowledge (including the terms and conditions thereof and the identity of the party submitting such proposal or inquiry); (iv) shall provide to Intel a copy of any written agreements, proposals or other materials the Stockholder receives from any such person or group (or its representatives); and (v) shall advise Intel from time to time of the status, at any time upon Intel's request, and promptly following any developments concerning the same.

(e) No Agreements. Stockholder is not and at the Effective Time will not be a party to any agreement, arrangement, understanding, plan or intention involving any actual or constructive sale, exchange, transfer, hypothecation, redemption, gift, contribution, risk reduction or other transaction, to the extent any such action could cause all or any portion of Stockholder's Newco Common Stock to be received in the Merger not to be taken into account in determining whether the "control" requirement in Section 351(a) of the Code will be satisfied with respect to the transactions contemplated by the Merger Agreement (collectively, a "Sale"). Stockholder will take no action that could result in a Sale.

(f) Reliance by Intel. Stockholder understands and acknowledges that Intel is entering into the Merger Agreement in reliance upon Stockholder's execution and delivery of this Agreement.

5. Stop Transfer. Stockholder agrees with, and covenants to, Intel that Stockholder shall not request that the Company register the transfer (book-entry or otherwise) of any certificate or uncertificated interest representing any Shares. In the event of a stock dividend or distribution, or any change in the Company Common Stock by reason of any stock dividend, split-up, recapitalization, combination, exchange of shares or the like, the term "Shares" shall be deemed to refer to and include the Shares as well as all such stock dividends and distributions and any shares into which or for which any or all of the Shares may be changed or exchanged.

6. Termination. This Agreement and the proxy granted pursuant to Section 2 hereof shall terminate upon the earliest to occur of: (a) the termination of the Merger Agreement in accordance with its terms; (b) the Effective Time; and (c) December 31, 2000.

7. Miscellaneous.

(a) Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof.

(b) Certain Events. Stockholder agrees that this Agreement and the obligations hereunder shall attach to the Shares and shall be binding upon any person to which legal or beneficial ownership of any Shares shall pass, whether by operation of law or otherwise. Notwithstanding any transfer of Shares, the transferor shall remain liable for the performance of all obligations under this Agreement of the transferor.

4

(c) Assignment. This Agreement shall not be assigned by operation of law. Stockholder shall not assign this Agreement without the prior written consent of Intel. Intel may, in its sole discretion, assign its rights and obligations hereunder.

(d) Amendments, Waivers, Etc. This Agreement may not be amended, changed, supplemented, waived or otherwise modified or terminated, except upon the execution and delivery of a written agreement executed by the parties hereto.

(e) Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly received if so given) by hand delivery, telecopy, or by mail (registered or certified mail, postage prepaid, return receipt requested) or by any nationally-recognized overnight courier service, such as Federal Express, providing proof of delivery. Any such notice or communication shall be deemed to have been delivered and received (i) in the case of hand delivery, on the date of such delivery, (ii) in the case of telecopy, on the date sent if confirmation of receipt is received and such notice is also promptly mailed by registered or certified mail (return receipt requested), (iii) in the case of a

nationally-recognized overnight courier service, in circumstances under which such courier guarantees next business day delivery, on the next business day after the date when sent, and (iv) the case of mailing on the third business day following that on which the piece of mail containing such communication is posted. All communications hereunder shall be delivered to the respective parties at the following addresses:

If to Stockholder: to the address set forth on
the signature page hereto

with a copy to: Excalibur Technologies Corporation
1921 Gallows Road, Suite 200
Vienna, Virginia 22182
Telecopier: (703) 761-1990
Attention: Chief Financial Officer

and

Heller, Ehrman, White & McAuliffe LLP
711 Fifth Avenue
New York, NY 10028
Telecopier: (212) 832-3353
Attention: Stephen M. Davis, Esq.

5

If to Intel: Intel Corporation
2200 Mission College Boulevard
Santa Clara, California 95052
Telecopier: (408) 765-1859
Attention: General Counsel

and

Intel Corporation
2200 Mission College Boulevard
Santa Clara, California 95052
Telecopier: (408) 765-6038
Attention: Treasurer

with a copy to: Gibson, Dunn & Crutcher LLP
333 South Grand Avenue
Los Angeles, California 90071
Telephone: (213) 229-7360
Telecopier: (213) 229-6360
Attention: Karen E. Bertero, Esq.

or to such other address as the person to whom notice is given may have previously furnished to the others in writing in the matter set forth above.

(f) Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or portion of any provision in such jurisdiction, and this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein.

(g) Specific Performance. Each of the parties hereto recognizes and acknowledges that a breach by it of any covenants or agreements contained in this Agreement will cause the other party to sustain damage for which it would not have an adequate remedy at law for money damages, and therefore each of the parties hereto agrees that in the event of any such breach the aggrieved party shall be entitled to the remedy of specific performance of such covenants and agreements and injunctive and other equitable relief in addition to any other remedy to which it may be entitled, at law or in equity.

(h) No Waiver. The failure of any party hereto to exercise any right, power or remedy provided under this Agreement or otherwise available in respect hereof at law or in equity, or to insist upon compliance by any other party hereto with its obligations hereunder, and any custom or practice of the parties at variance with the terms hereof, shall not constitute a

6

waiver by such party of its right to exercise any such or other right, power or

remedy or to demand such compliance.

(i) Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Delaware, without giving effect to the principles of conflicts of law thereof.

(j) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

7

IN WITNESS WHEREOF, Intel and Stockholder have caused this Agreement to be duly executed as of the day and year first above written.

Intel Corporation, a Delaware corporation

By: /s/ Arvind Sodhani

Name: Arvind Sodhani
Title: Treasurer

STOCKHOLDER:

NUMBER OF SHARES: 13,000

/s/ W. Frank King III

W. Frank King III

Address: 24 Pascal Lane
Austin, TX 78746

[SIGNATURE PAGE FOR INTEL/EXCALIBUR
VOTING AGREEMENT AND IRREVOCABLE PROXY]

8

VOTING AGREEMENT
AND
IRREVOCABLE PROXY

THIS VOTING AGREEMENT AND IRREVOCABLE PROXY, dated as of April 30, 2000 (this "Agreement"), is entered into by and between Intel Corporation, a Delaware corporation ("Intel"), and the stockholder reflected as such on the signature page hereto (the "Stockholder").

WITNESSETH:

WHEREAS, Intel, Excalibur Technologies Corporation, a Delaware corporation (the "Company"), Exca Holdings, Inc., a Delaware corporation and a wholly-owned subsidiary of the Company ("Newco"), Excalibur Transitory, Inc., a Delaware corporation and a wholly-owned subsidiary of Newco ("Transitory"), have entered into an Agreement and Plan of Contribution and Merger, dated as of the date hereof (as such agreement may hereafter be amended from time to time, the "Merger Agreement"; initially capitalized and other terms used but not otherwise defined herein shall have the meanings ascribed to them in the Merger Agreement), pursuant to which (i) Intel will contribute certain assets to Newco in exchange for shares of Newco Common Stock and Newco Non-Voting Common Stock and (ii) Transitory will merge (the "Merger") with and into the Company, as a result of which the Company will survive the Merger as a wholly-owned subsidiary of Newco and the stockholders of the Company will receive shares of Newco Common Stock in exchange for common stock of the Company and Newco Cumulative Convertible Preferred Stock in exchange for Cumulative Convertible Preferred Stock of the Company;

WHEREAS, the Stockholder Beneficially Owns (as defined herein) the number of shares of Company Common Stock set forth next to the stockholder's signature on the signature page hereto (the "Shares");

WHEREAS, as an inducement and a condition to entering into the Merger Agreement, Intel has requested that Stockholder agree, and Stockholder has agreed, to enter into this Agreement;

NOW, THEREFORE, in consideration of the foregoing and the mutual premises, representations, warranties, covenants and agreements contained herein, the parties hereto hereby agree as follows:

1. Voting Agreement. Stockholder hereby agrees with Intel that, at any meeting of the Company's stockholders, however called, or in connection with any written consent of the Company's stockholders, Stockholder shall, subject to Section 4(f), vote the Shares Beneficially Owned by Stockholder, whether heretofore owned or hereafter acquired, (i) in favor of approval of the Merger Agreement, the Combination and any actions required in furtherance thereof; (ii) against any action or agreement that would result in a breach in any respect of any covenant, representation or warranty or any other obligation or agreement of the Company, Newco or

Transitory under the Merger Agreement; and (iii) except as otherwise agreed to in writing in advance by Intel, against: (A) any Third Party Acquisition, (B) any change in a majority of the individuals who, as of the date hereof, constitute the Board of Directors of the Company, (C) any extraordinary corporate transaction, such as a merger, consolidation or other business combination involving the Company or any of its subsidiaries and any Third Party, (D) a sale, lease, transfer or disposition of any assets of the Company's or any of its subsidiaries' business outside the ordinary course of business, or any assets which are material to its business whether or not in the ordinary course of business, or a reorganization, recapitalization, dissolution or liquidation of the Company or any of its subsidiaries, (E) any material licensing, distribution or reseller agreement or arrangement involving the Company, (F) any change in the present capitalization of the Company or any amendment of the Certificate of Incorporation or By-Laws of the Company or its subsidiaries, (G) any other material change in the Company's corporate structure or affecting its business, or (H) any other action which is intended, or could reasonably be expected, to impede, interfere with, delay, postpone or materially adversely affect the Combination or any of the transactions contemplated by the Merger Agreement. Stockholder shall not enter into any agreement or understanding with any person the effect of which would be inconsistent or violative of the provisions and agreements contained herein. For purposes of this Agreement, "Beneficially Own" or "Beneficial Ownership" with respect to any securities shall mean Stockholder's having such ownership, control or power to direct the voting with respect to, or otherwise enables Stockholder to legally act with respect to, such securities as contemplated hereby, including pursuant to any agreement, arrangement or understanding, whether or not in writing. Securities Beneficially Owned by Stockholder shall include securities Beneficially Owned by all other persons with whom Stockholder would constitute a

"group" as within the meaning of Section 13(d)(3) of the Exchange Act of 1934, as amended (the "Exchange Act").

2. Irrevocable Proxy.

(a) Stockholder hereby constitutes and appoints Intel, which shall act by and through Cary I. Klafter and Teresa Remillard (each, a "Proxy Holder"), or either of them, with full power of substitution, its true and lawful proxy and attorney-in-fact to vote at any meeting (and any adjournment or postponement thereof) of the Company's stockholders called for purposes of considering whether to approve the Merger Agreement and the Combination, or any Third Party Acquisition, or to execute a written consent of stockholders in lieu of any such meeting, all Shares Beneficially Owned by Stockholder as of the record date with respect to such meeting or written consent in favor of the approval of the Merger Agreement and the Combination, with such modifications to the Merger Agreement as the parties thereto may make, or against a Third Party Acquisition, as the case may be. Such proxy shall be limited strictly to the power to vote the Shares in the manner set forth in the preceding sentence and shall not extend to any other matters.

(b) The proxy and power of attorney granted herein shall be irrevocable during the term of this Agreement, shall be deemed to be coupled with an interest sufficient in law to support an irrevocable proxy and shall revoke all prior proxies granted by Stockholder. Stockholder shall not grant any proxy to any person which conflicts with the proxy granted herein, and any attempt to do so shall be void. The power of attorney granted herein is a durable power of attorney and shall survive the death or incapacity of Stockholder.

2

(c) If Stockholder fails for any reason to vote his, hers or its Shares in accordance with the requirements of Section 1(b) hereof, then the Proxy Holder shall have the right to vote the Shares at any meeting of the Company's stockholders and in any action by written consent of the Company's stockholders in accordance with the provisions of this Section 2. The vote of the Proxy Holder shall control in any conflict between his vote of such Shares and a vote by Stockholder of such Shares.

3. Director Matters Excluded. Intel acknowledges and agrees that no provision of this Agreement shall limit or otherwise restrict Stockholder with respect to any act or omission that Stockholder may undertake or authorize in his capacity as a director of Company, including, without limitation, any vote that Stockholder may make as a director of Company with respect to any matter presented to the Board of Directors of Company.

4. Other Covenants, Representations and Warranties. Stockholder hereby represents and warrants to Intel as follows:

(a) Ownership of Shares. Stockholder is the Beneficial Owner of all the Shares. On the date hereof, the Shares constitute all of the Shares Beneficially Owned by Stockholder. Stockholder has voting power with respect to the matters set forth in Section 1(b) hereof with respect to all of the Shares, with no limitations, qualifications or restrictions on such rights.

(b) Power; Binding Agreement. Stockholder has the legal capacity, power and authority to enter into and perform all of its obligations under this Agreement. The execution, delivery and performance of this Agreement by Stockholder will not violate any agreement or any court order to which Stockholder is a party or is subject including, without limitation, any voting agreement or voting trust. This Agreement has been duly and validly executed and delivered by Stockholder.

(c) Restriction on Transfer, Proxies and Non-Interference. Except as expressly contemplated by this Agreement, Stockholder shall not, directly or indirectly: (i) offer for sale, sell, transfer, tender, pledge, encumber, assign or otherwise dispose of, or enter into any contract, option or other arrangement or understanding with respect to or consent to the offer for sale, sale, transfer, tender, pledge, encumbrance, assignment or other disposition of, any or all of the Shares or any interest therein; (ii) grant any proxies or powers of attorney or deposit any Shares into a voting trust or enter into a voting agreement with respect to any Shares; or (iii) take any action that would make any representation or warranty of Stockholder contained herein untrue or incorrect or have the effect of preventing or disabling Stockholder from performing any of Stockholder's obligations under this Agreement.

(d) Other Potential Acquirors. Stockholder (i) shall immediately cease any discussions or negotiations, if any, with any persons conducted heretofore with respect to any Third Party Acquisition; (ii) from and after the date hereof until the earlier of the termination of the Merger Agreement in accordance with its terms and the Effective Time, shall not, in any capacity, directly or indirectly, initiate, solicit or knowingly encourage (including, without limitation, by way of furnishing non-public information or assistance),

or take any other action to facilitate knowingly, any inquiries or the making of any Third Party Acquisition; (iii) shall

3

promptly (and in any event within one business day after becoming aware thereof) notify Intel of any proposals for, or inquiries with respect to, a potential Third Party Acquisition received by Stockholder or of which Stockholder otherwise has knowledge (including the terms and conditions thereof and the identity of the party submitting such proposal or inquiry); (iv) shall provide to Intel a copy of any written agreements, proposals or other materials the Stockholder receives from any such person or group (or its representatives); and (v) shall advise Intel from time to time of the status, at any time upon Intel's request, and promptly following any developments concerning the same.

(e) No Agreements. Stockholder is not and at the Effective Time will not be a party to any agreement, arrangement, understanding, plan or intention involving any actual or constructive sale, exchange, transfer, hypothecation, redemption, gift, contribution, risk reduction or other transaction, to the extent any such action could cause all or any portion of Stockholder's Newco Common Stock to be received in the Merger not to be taken into account in determining whether the "control" requirement in Section 351(a) of the Code will be satisfied with respect to the transactions contemplated by the Merger Agreement (collectively, a "Sale"). Stockholder will take no action that could result in a Sale.

(f) Reliance by Intel. Stockholder understands and acknowledges that Intel is entering into the Merger Agreement in reliance upon Stockholder's execution and delivery of this Agreement.

5. Stop Transfer. Stockholder agrees with, and covenants to, Intel that Stockholder shall not request that the Company register the transfer (book-entry or otherwise) of any certificate or uncertificated interest representing any Shares. In the event of a stock dividend or distribution, or any change in the Company Common Stock by reason of any stock dividend, split-up, recapitalization, combination, exchange of shares or the like, the term "Shares" shall be deemed to refer to and include the Shares as well as all such stock dividends and distributions and any shares into which or for which any or all of the Shares may be changed or exchanged.

6. Termination. This Agreement and the proxy granted pursuant to Section 2 hereof shall terminate upon the earliest to occur of: (a) the termination of the Merger Agreement in accordance with its terms; (b) the Effective Time; and (c) December 31, 2000.

7. Miscellaneous.

(a) Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof.

(b) Certain Events. Stockholder agrees that this Agreement and the obligations hereunder shall attach to the Shares and shall be binding upon any person to which legal or beneficial ownership of any Shares shall pass, whether by operation of law or otherwise. Notwithstanding any transfer of Shares, the transferor shall remain liable for the performance of all obligations under this Agreement of the transferor.

4

(c) Assignment. This Agreement shall not be assigned by operation of law. Stockholder shall not assign this Agreement without the prior written consent of Intel. Intel may, in its sole discretion, assign its rights and obligations hereunder.

(d) Amendments, Waivers, Etc. This Agreement may not be amended, changed, supplemented, waived or otherwise modified or terminated, except upon the execution and delivery of a written agreement executed by the parties hereto.

(e) Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly received if so given) by hand delivery, telecopy, or by mail (registered or certified mail, postage prepaid, return receipt requested) or by any nationally-recognized overnight courier service, such as Federal Express, providing proof of delivery. Any such notice or communication shall be deemed to have been delivered and received (i) in the case of hand delivery, on the date of such delivery, (ii) in the case of telecopy, on the date sent if confirmation of receipt is received and such notice is also promptly mailed by registered or certified mail (return receipt requested), (iii) in the case of a

nationally-recognized overnight courier service, in circumstances under which such courier guarantees next business day delivery, on the next business day after the date when sent, and (iv) the case of mailing on the third business day following that on which the piece of mail containing such communication is posted. All communications hereunder shall be delivered to the respective parties at the following addresses:

If to Stockholder: to the address set forth on
the signature page hereto

with a copy to: Excalibur Technologies Corporation
1921 Gallows Road, Suite 200
Vienna, Virginia 22182
Telecopier: (703) 761-1990
Attention: Chief Financial Officer

and

Heller, Ehrman, White & McAuliffe LLP
711 Fifth Avenue
New York, NY 10028
Telecopier: (212) 832-3353
Attention: Stephen M. Davis, Esq.

5

If to Intel: Intel Corporation
2200 Mission College Boulevard
Santa Clara, California 95052
Telecopier: (408) 765-1859
Attention: General Counsel

and

Intel Corporation
2200 Mission College Boulevard
Santa Clara, California 95052
Telecopier: (408) 765-6038
Attention: Treasurer

with a copy to: Gibson, Dunn & Crutcher LLP
333 South Grand Avenue
Los Angeles, California 90071
Telephone: (213) 229-7360
Telecopier: (213) 229-6360
Attention: Karen E. Bertero, Esq.

or to such other address as the person to whom notice is given may have previously furnished to the others in writing in the matter set forth above.

(f) Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or portion of any provision in such jurisdiction, and this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein.

(g) Specific Performance. Each of the parties hereto recognizes and acknowledges that a breach by it of any covenants or agreements contained in this Agreement will cause the other party to sustain damage for which it would not have an adequate remedy at law for money damages, and therefore each of the parties hereto agrees that in the event of any such breach the aggrieved party shall be entitled to the remedy of specific performance of such covenants and agreements and injunctive and other equitable relief in addition to any other remedy to which it may be entitled, at law or in equity.

(h) No Waiver. The failure of any party hereto to exercise any right, power or remedy provided under this Agreement or otherwise available in respect hereof at law or in equity, or to insist upon compliance by any other party hereto with its obligations hereunder, and any custom or practice of the parties at variance with the terms hereof, shall not constitute a

6

waiver by such party of its right to exercise any such or other right, power or

remedy or to demand such compliance.

(i) Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Delaware, without giving effect to the principles of conflicts of law thereof.

(j) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

7

IN WITNESS WHEREOF, Intel and Stockholder have caused this Agreement to be duly executed as of the day and year first above written.

Intel Corporation, a Delaware corporation

By: /s/ Arvind Sodhani

Name: Arvind Sodhani
Title: Treasurer

STOCKHOLDER:

NUMBER OF SHARES: 5,000

/s/ John G. McMillian

John G. McMillian

Address: 322 Centennial Cr.
Park City, UT 84060

[SIGNATURE PAGE FOR INTEL/EXCALIBUR
VOTING AGREEMENT AND IRREVOCABLE PROXY]

8

VOTING AGREEMENT
AND
IRREVOCABLE PROXY

THIS VOTING AGREEMENT AND IRREVOCABLE PROXY, dated as of April 30, 2000 (this "Agreement"), is entered into by and between Intel Corporation, a Delaware corporation ("Intel"), and the stockholder reflected as such on the signature page hereto (the "Stockholder").

WITNESSETH:

WHEREAS, Intel, Excalibur Technologies Corporation, a Delaware corporation (the "Company"), Exca Holdings, Inc., a Delaware corporation and a wholly-owned subsidiary of the Company ("Newco"), Excalibur Transitory, Inc., a Delaware corporation and a wholly-owned subsidiary of Newco ("Transitory"), have entered into an Agreement and Plan of Contribution and Merger, dated as of the date hereof (as such agreement may hereafter be amended from time to time, the "Merger Agreement"; initially capitalized and other terms used but not otherwise defined herein shall have the meanings ascribed to them in the Merger Agreement), pursuant to which (i) Intel will contribute certain assets to Newco in exchange for shares of Newco Common Stock and Newco Non-Voting Common Stock and (ii) Transitory will merge (the "Merger") with and into the Company, as a result of which the Company will survive the Merger as a wholly-owned subsidiary of Newco and the stockholders of the Company will receive shares of Newco Common Stock in exchange for common stock of the Company and Newco Cumulative Convertible Preferred Stock in exchange for Cumulative Convertible Preferred Stock of the Company;

WHEREAS, the Stockholder Beneficially Owns (as defined herein) the number of shares of Company Common Stock set forth next to the stockholder's signature on the signature page hereto (the "Shares");

WHEREAS, as an inducement and a condition to entering into the Merger Agreement, Intel has requested that Stockholder agree, and Stockholder has agreed, to enter into this Agreement;

NOW, THEREFORE, in consideration of the foregoing and the mutual premises, representations, warranties, covenants and agreements contained herein, the parties hereto hereby agree as follows:

1. Voting Agreement. Stockholder hereby agrees with Intel that, at any meeting of the Company's stockholders, however called, or in connection with any written consent of the Company's stockholders, Stockholder shall, subject to Section 4(f), vote the Shares Beneficially Owned by Stockholder, whether heretofore owned or hereafter acquired, (i) in favor of approval of the Merger Agreement, the Combination and any actions required in furtherance thereof; (ii) against any action or agreement that would result in a breach in any respect of any covenant, representation or warranty or any other obligation or agreement of the Company, Newco or

Transitory under the Merger Agreement; and (iii) except as otherwise agreed to in writing in advance by Intel, against: (A) any Third Party Acquisition, (B) any change in a majority of the individuals who, as of the date hereof, constitute the Board of Directors of the Company, (C) any extraordinary corporate transaction, such as a merger, consolidation or other business combination involving the Company or any of its subsidiaries and any Third Party, (D) a sale, lease, transfer or disposition of any assets of the Company's or any of its subsidiaries' business outside the ordinary course of business, or any assets which are material to its business whether or not in the ordinary course of business, or a reorganization, recapitalization, dissolution or liquidation of the Company or any of its subsidiaries, (E) any material licensing, distribution or reseller agreement or arrangement involving the Company, (F) any change in the present capitalization of the Company or any amendment of the Certificate of Incorporation or By-Laws of the Company or its subsidiaries, (G) any other material change in the Company's corporate structure or affecting its business, or (H) any other action which is intended, or could reasonably be expected, to impede, interfere with, delay, postpone or materially adversely affect the Combination or any of the transactions contemplated by the Merger Agreement. Stockholder shall not enter into any agreement or understanding with any person the effect of which would be inconsistent or violative of the provisions and agreements contained herein. For purposes of this Agreement, "Beneficially Own" or "Beneficial Ownership" with respect to any securities shall mean Stockholder's having such ownership, control or power to direct the voting with respect to, or otherwise enables Stockholder to legally act with respect to, such securities as contemplated hereby, including pursuant to any agreement, arrangement or understanding, whether or not in writing. Securities Beneficially Owned by Stockholder shall include securities Beneficially Owned by all other persons with whom Stockholder would constitute a

"group" as within the meaning of Section 13(d)(3) of the Exchange Act of 1934, as amended (the "Exchange Act").

2. Irrevocable Proxy.

(a) Stockholder hereby constitutes and appoints Intel, which shall act by and through Cary I. Klafter and Teresa Remillard (each, a "Proxy Holder"), or either of them, with full power of substitution, its true and lawful proxy and attorney-in-fact to vote at any meeting (and any adjournment or postponement thereof) of the Company's stockholders called for purposes of considering whether to approve the Merger Agreement and the Combination, or any Third Party Acquisition, or to execute a written consent of stockholders in lieu of any such meeting, all Shares Beneficially Owned by Stockholder as of the record date with respect to such meeting or written consent in favor of the approval of the Merger Agreement and the Combination, with such modifications to the Merger Agreement as the parties thereto may make, or against a Third Party Acquisition, as the case may be. Such proxy shall be limited strictly to the power to vote the Shares in the manner set forth in the preceding sentence and shall not extend to any other matters.

(b) The proxy and power of attorney granted herein shall be irrevocable during the term of this Agreement, shall be deemed to be coupled with an interest sufficient in law to support an irrevocable proxy and shall revoke all prior proxies granted by Stockholder. Stockholder shall not grant any proxy to any person which conflicts with the proxy granted herein, and any attempt to do so shall be void. The power of attorney granted herein is a durable power of attorney and shall survive the death or incapacity of Stockholder.

2

(c) If Stockholder fails for any reason to vote his, hers or its Shares in accordance with the requirements of Section 1(b) hereof, then the Proxy Holder shall have the right to vote the Shares at any meeting of the Company's stockholders and in any action by written consent of the Company's stockholders in accordance with the provisions of this Section 2. The vote of the Proxy Holder shall control in any conflict between his vote of such Shares and a vote by Stockholder of such Shares.

3. Director Matters Excluded. Intel acknowledges and agrees that no provision of this Agreement shall limit or otherwise restrict Stockholder with respect to any act or omission that Stockholder may undertake or authorize in his capacity as a director of Company, including, without limitation, any vote that Stockholder may make as a director of Company with respect to any matter presented to the Board of Directors of Company.

4. Other Covenants, Representations and Warranties. Stockholder hereby represents and warrants to Intel as follows:

(a) Ownership of Shares. Stockholder is the Beneficial Owner of all the Shares. On the date hereof, the Shares constitute all of the Shares Beneficially Owned by Stockholder. Stockholder has voting power with respect to the matters set forth in Section 1(b) hereof with respect to all of the Shares, with no limitations, qualifications or restrictions on such rights.

(b) Power; Binding Agreement. Stockholder has the legal capacity, power and authority to enter into and perform all of its obligations under this Agreement. The execution, delivery and performance of this Agreement by Stockholder will not violate any agreement or any court order to which Stockholder is a party or is subject including, without limitation, any voting agreement or voting trust. This Agreement has been duly and validly executed and delivered by Stockholder.

(c) Restriction on Transfer, Proxies and Non-Interference. Except as expressly contemplated by this Agreement, Stockholder shall not, directly or indirectly: (i) offer for sale, sell, transfer, tender, pledge, encumber, assign or otherwise dispose of, or enter into any contract, option or other arrangement or understanding with respect to or consent to the offer for sale, sale, transfer, tender, pledge, encumbrance, assignment or other disposition of, any or all of the Shares or any interest therein; (ii) grant any proxies or powers of attorney or deposit any Shares into a voting trust or enter into a voting agreement with respect to any Shares; or (iii) take any action that would make any representation or warranty of Stockholder contained herein untrue or incorrect or have the effect of preventing or disabling Stockholder from performing any of Stockholder's obligations under this Agreement.

(d) Other Potential Acquirors. Stockholder (i) shall immediately cease any discussions or negotiations, if any, with any persons conducted heretofore with respect to any Third Party Acquisition; (ii) from and after the date hereof until the earlier of the termination of the Merger Agreement in accordance with its terms and the Effective Time, shall not, in any capacity, directly or indirectly, initiate, solicit or knowingly encourage (including, without limitation, by way of furnishing non-public information or assistance),

or take any other action to facilitate knowingly, any inquiries or the making of any Third Party Acquisition; (iii) shall

3

promptly (and in any event within one business day after becoming aware thereof) notify Intel of any proposals for, or inquiries with respect to, a potential Third Party Acquisition received by Stockholder or of which Stockholder otherwise has knowledge (including the terms and conditions thereof and the identity of the party submitting such proposal or inquiry); (iv) shall provide to Intel a copy of any written agreements, proposals or other materials the Stockholder receives from any such person or group (or its representatives); and (v) shall advise Intel from time to time of the status, at any time upon Intel's request, and promptly following any developments concerning the same.

(e) No Agreements. Stockholder is not and at the Effective Time will not be a party to any agreement, arrangement, understanding, plan or intention involving any actual or constructive sale, exchange, transfer, hypothecation, redemption, gift, contribution, risk reduction or other transaction, to the extent any such action could cause all or any portion of Stockholder's Newco Common Stock to be received in the Merger not to be taken into account in determining whether the "control" requirement in Section 351(a) of the Code will be satisfied with respect to the transactions contemplated by the Merger Agreement (collectively, a "Sale"). Stockholder will take no action that could result in a Sale.

(f) Reliance by Intel. Stockholder understands and acknowledges that Intel is entering into the Merger Agreement in reliance upon Stockholder's execution and delivery of this Agreement.

5. Stop Transfer. Stockholder agrees with, and covenants to, Intel that Stockholder shall not request that the Company register the transfer (book-entry or otherwise) of any certificate or uncertificated interest representing any Shares. In the event of a stock dividend or distribution, or any change in the Company Common Stock by reason of any stock dividend, split-up, recapitalization, combination, exchange of shares or the like, the term "Shares" shall be deemed to refer to and include the Shares as well as all such stock dividends and distributions and any shares into which or for which any or all of the Shares may be changed or exchanged.

6. Termination. This Agreement and the proxy granted pursuant to Section 2 hereof shall terminate upon the earliest to occur of: (a) the termination of the Merger Agreement in accordance with its terms; (b) the Effective Time; and (c) December 31, 2000.

7. Miscellaneous.

(a) Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof.

(b) Certain Events. Stockholder agrees that this Agreement and the obligations hereunder shall attach to the Shares and shall be binding upon any person to which legal or beneficial ownership of any Shares shall pass, whether by operation of law or otherwise. Notwithstanding any transfer of Shares, the transferor shall remain liable for the performance of all obligations under this Agreement of the transferor.

4

(c) Assignment. This Agreement shall not be assigned by operation of law. Stockholder shall not assign this Agreement without the prior written consent of Intel. Intel may, in its sole discretion, assign its rights and obligations hereunder.

(d) Amendments, Waivers, Etc. This Agreement may not be amended, changed, supplemented, waived or otherwise modified or terminated, except upon the execution and delivery of a written agreement executed by the parties hereto.

(e) Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly received if so given) by hand delivery, telecopy, or by mail (registered or certified mail, postage prepaid, return receipt requested) or by any nationally-recognized overnight courier service, such as Federal Express, providing proof of delivery. Any such notice or communication shall be deemed to have been delivered and received (i) in the case of hand delivery, on the date of such delivery, (ii) in the case of telecopy, on the date sent if confirmation of receipt is received and such notice is also promptly mailed by registered or certified mail (return receipt requested), (iii) in the case of a

nationally-recognized overnight courier service, in circumstances under which such courier guarantees next business day delivery, on the next business day after the date when sent, and (iv) the case of mailing on the third business day following that on which the piece of mail containing such communication is posted. All communications hereunder shall be delivered to the respective parties at the following addresses:

If to Stockholder: to the address set forth on
the signature page hereto

with a copy to: Excalibur Technologies Corporation
1921 Gallows Road, Suite 200
Vienna, Virginia 22182
Telecopier: (703) 761-1990
Attention: Chief Financial Officer

and

Heller, Ehrman, White & McAuliffe LLP
711 Fifth Avenue
New York, NY 10028
Telecopier: (212) 832-3353
Attention: Stephen M. Davis, Esq.

5

If to Intel: Intel Corporation
2200 Mission College Boulevard
Santa Clara, California 95052
Telecopier: (408) 765-1859
Attention: General Counsel

and

Intel Corporation
2200 Mission College Boulevard
Santa Clara, California 95052
Telecopier: (408) 765-6038
Attention: Treasurer

with a copy to: Gibson, Dunn & Crutcher LLP
333 South Grand Avenue
Los Angeles, California 90071
Telephone: (213) 229-7360
Telecopier: (213) 229-6360
Attention: Karen E. Bertero, Esq.

or to such other address as the person to whom notice is given may have previously furnished to the others in writing in the matter set forth above.

(f) Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or portion of any provision in such jurisdiction, and this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein.

(g) Specific Performance. Each of the parties hereto recognizes and acknowledges that a breach by it of any covenants or agreements contained in this Agreement will cause the other party to sustain damage for which it would not have an adequate remedy at law for money damages, and therefore each of the parties hereto agrees that in the event of any such breach the aggrieved party shall be entitled to the remedy of specific performance of such covenants and agreements and injunctive and other equitable relief in addition to any other remedy to which it may be entitled, at law or in equity.

(h) No Waiver. The failure of any party hereto to exercise any right, power or remedy provided under this Agreement or otherwise available in respect hereof at law or in equity, or to insist upon compliance by any other party hereto with its obligations hereunder, and any custom or practice of the parties at variance with the terms hereof, shall not constitute a

6

waiver by such party of its right to exercise any such or other right, power or

remedy or to demand such compliance.

(i) Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Delaware, without giving effect to the principles of conflicts of law thereof.

(j) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

7

IN WITNESS WHEREOF, Intel and Stockholder have caused this Agreement to be duly executed as of the day and year first above written.

Intel Corporation, a Delaware corporation

By: /s/ Arvind Sodhani

Name: Arvind Sodhani
Title: Treasurer

STOCKHOLDER:

NUMBER OF SHARES: 5,000

/s/ Philip J. O'Reilly

Philip J. O'Reilly

Address:

[SIGNATURE PAGE FOR INTEL/EXCALIBUR
VOTING AGREEMENT AND IRREVOCABLE PROXY]

8

VOTING AGREEMENT
AND
IRREVOCABLE PROXY

THIS VOTING AGREEMENT AND IRREVOCABLE PROXY, dated as of April 30, 2000 (this "Agreement"), is entered into by and between Intel Corporation, a Delaware corporation ("Intel"), and the stockholder reflected as such on the signature page hereto (the "Stockholder").

WITNESSETH:

WHEREAS, Intel, Excalibur Technologies Corporation, a Delaware corporation (the "Company"), Exca Holdings, Inc., a Delaware corporation and a wholly-owned subsidiary of the Company ("Newco"), Excalibur Transitory, Inc., a Delaware corporation and a wholly-owned subsidiary of Newco ("Transitory"), have entered into an Agreement and Plan of Contribution and Merger, dated as of the date hereof (as such agreement may hereafter be amended from time to time, the "Merger Agreement"; initially capitalized and other terms used but not otherwise defined herein shall have the meanings ascribed to them in the Merger Agreement), pursuant to which (i) Intel will contribute certain assets to Newco in exchange for shares of Newco Common Stock and Newco Non-Voting Common Stock and (ii) Transitory will merge (the "Merger") with and into the Company, as a result of which the Company will survive the Merger as a wholly-owned subsidiary of Newco and the stockholders of the Company will receive shares of Newco Common Stock in exchange for common stock of the Company and Newco Cumulative Convertible Preferred Stock in exchange for Cumulative Convertible Preferred Stock of the Company;

WHEREAS, the Stockholder Beneficially Owns (as defined herein) the number of shares of Company Common Stock set forth next to the stockholder's signature on the signature page hereto (the "Shares");

WHEREAS, as an inducement and a condition to entering into the Merger Agreement, Intel has requested that Stockholder agree, and Stockholder has agreed, to enter into this Agreement;

NOW, THEREFORE, in consideration of the foregoing and the mutual premises, representations, warranties, covenants and agreements contained herein, the parties hereto hereby agree as follows:

1. Voting Agreement. Stockholder hereby agrees with Intel that, at any meeting of the Company's stockholders, however called, or in connection with any written consent of the Company's stockholders, Stockholder shall, subject to Section 4(f), vote the Shares Beneficially Owned by Stockholder, whether heretofore owned or hereafter acquired, (i) in favor of approval of the Merger Agreement, the Combination and any actions required in furtherance thereof; (ii) against any action or agreement that would result in a breach in any respect of any covenant, representation or warranty or any other obligation or agreement of the Company, Newco or

Transitory under the Merger Agreement; and (iii) except as otherwise agreed to in writing in advance by Intel, against: (A) any Third Party Acquisition, (B) any change in a majority of the individuals who, as of the date hereof, constitute the Board of Directors of the Company, (C) any extraordinary corporate transaction, such as a merger, consolidation or other business combination involving the Company or any of its subsidiaries and any Third Party, (D) a sale, lease, transfer or disposition of any assets of the Company's or any of its subsidiaries' business outside the ordinary course of business, or any assets which are material to its business whether or not in the ordinary course of business, or a reorganization, recapitalization, dissolution or liquidation of the Company or any of its subsidiaries, (E) any material licensing, distribution or reseller agreement or arrangement involving the Company, (F) any change in the present capitalization of the Company or any amendment of the Certificate of Incorporation or By-Laws of the Company or its subsidiaries, (G) any other material change in the Company's corporate structure or affecting its business, or (H) any other action which is intended, or could reasonably be expected, to impede, interfere with, delay, postpone or materially adversely affect the Combination or any of the transactions contemplated by the Merger Agreement. Stockholder shall not enter into any agreement or understanding with any person the effect of which would be inconsistent or violative of the provisions and agreements contained herein. For purposes of this Agreement, "Beneficially Own" or "Beneficial Ownership" with respect to any securities shall mean Stockholder's having such ownership, control or power to direct the voting with respect to, or otherwise enables Stockholder to legally act with respect to, such securities as contemplated hereby, including pursuant to any agreement, arrangement or understanding, whether or not in writing. Securities Beneficially Owned by Stockholder shall include securities Beneficially Owned by all other persons with whom Stockholder would constitute a

"group" as within the meaning of Section 13(d)(3) of the Exchange Act of 1934, as amended (the "Exchange Act").

2. Irrevocable Proxy.

(a) Stockholder hereby constitutes and appoints Intel, which shall act by and through Cary I. Klafter and Teresa Remillard (each, a "Proxy Holder"), or either of them, with full power of substitution, its true and lawful proxy and attorney-in-fact to vote at any meeting (and any adjournment or postponement thereof) of the Company's stockholders called for purposes of considering whether to approve the Merger Agreement and the Combination, or any Third Party Acquisition, or to execute a written consent of stockholders in lieu of any such meeting, all Shares Beneficially Owned by Stockholder as of the record date with respect to such meeting or written consent in favor of the approval of the Merger Agreement and the Combination, with such modifications to the Merger Agreement as the parties thereto may make, or against a Third Party Acquisition, as the case may be. Such proxy shall be limited strictly to the power to vote the Shares in the manner set forth in the preceding sentence and shall not extend to any other matters.

(b) The proxy and power of attorney granted herein shall be irrevocable during the term of this Agreement, shall be deemed to be coupled with an interest sufficient in law to support an irrevocable proxy and shall revoke all prior proxies granted by Stockholder. Stockholder shall not grant any proxy to any person which conflicts with the proxy granted herein, and any attempt to do so shall be void. The power of attorney granted herein is a durable power of attorney and shall survive the death or incapacity of Stockholder.

2

(c) If Stockholder fails for any reason to vote his, hers or its Shares in accordance with the requirements of Section 1(b) hereof, then the Proxy Holder shall have the right to vote the Shares at any meeting of the Company's stockholders and in any action by written consent of the Company's stockholders in accordance with the provisions of this Section 2. The vote of the Proxy Holder shall control in any conflict between his vote of such Shares and a vote by Stockholder of such Shares.

3. Director Matters Excluded. Intel acknowledges and agrees that no provision of this Agreement shall limit or otherwise restrict Stockholder with respect to any act or omission that Stockholder may undertake or authorize in his capacity as a director of Company, including, without limitation, any vote that Stockholder may make as a director of Company with respect to any matter presented to the Board of Directors of Company.

4. Other Covenants, Representations and Warranties. Stockholder hereby represents and warrants to Intel as follows:

(a) Ownership of Shares. Stockholder is the Beneficial Owner of all the Shares. On the date hereof, the Shares constitute all of the Shares Beneficially Owned by Stockholder. Stockholder has voting power with respect to the matters set forth in Section 1(b) hereof with respect to all of the Shares, with no limitations, qualifications or restrictions on such rights.

(b) Power; Binding Agreement. Stockholder has the legal capacity, power and authority to enter into and perform all of its obligations under this Agreement. The execution, delivery and performance of this Agreement by Stockholder will not violate any agreement or any court order to which Stockholder is a party or is subject including, without limitation, any voting agreement or voting trust. This Agreement has been duly and validly executed and delivered by Stockholder.

(c) Restriction on Transfer, Proxies and Non-Interference. Except as expressly contemplated by this Agreement, Stockholder shall not, directly or indirectly: (i) offer for sale, sell, transfer, tender, pledge, encumber, assign or otherwise dispose of, or enter into any contract, option or other arrangement or understanding with respect to or consent to the offer for sale, sale, transfer, tender, pledge, encumbrance, assignment or other disposition of, any or all of the Shares or any interest therein; (ii) grant any proxies or powers of attorney or deposit any Shares into a voting trust or enter into a voting agreement with respect to any Shares; or (iii) take any action that would make any representation or warranty of Stockholder contained herein untrue or incorrect or have the effect of preventing or disabling Stockholder from performing any of Stockholder's obligations under this Agreement.

(d) Other Potential Acquirors. Stockholder (i) shall immediately cease any discussions or negotiations, if any, with any persons conducted heretofore with respect to any Third Party Acquisition; (ii) from and after the date hereof until the earlier of the termination of the Merger Agreement in accordance with its terms and the Effective Time, shall not, in any capacity, directly or indirectly, initiate, solicit or knowingly encourage (including, without limitation, by way of furnishing non-public information or assistance),

or take any other action to facilitate knowingly, any inquiries or the making of any Third Party Acquisition; (iii) shall

3

promptly (and in any event within one business day after becoming aware thereof) notify Intel of any proposals for, or inquiries with respect to, a potential Third Party Acquisition received by Stockholder or of which Stockholder otherwise has knowledge (including the terms and conditions thereof and the identity of the party submitting such proposal or inquiry); (iv) shall provide to Intel a copy of any written agreements, proposals or other materials the Stockholder receives from any such person or group (or its representatives); and (v) shall advise Intel from time to time of the status, at any time upon Intel's request, and promptly following any developments concerning the same.

(e) No Agreements. Stockholder is not and at the Effective Time will not be a party to any agreement, arrangement, understanding, plan or intention involving any actual or constructive sale, exchange, transfer, hypothecation, redemption, gift, contribution, risk reduction or other transaction, to the extent any such action could cause all or any portion of Stockholder's Newco Common Stock to be received in the Merger not to be taken into account in determining whether the "control" requirement in Section 351(a) of the Code will be satisfied with respect to the transactions contemplated by the Merger Agreement (collectively, a "Sale"). Stockholder will take no action that could result in a Sale.

(f) Reliance by Intel. Stockholder understands and acknowledges that Intel is entering into the Merger Agreement in reliance upon Stockholder's execution and delivery of this Agreement.

5. Stop Transfer. Stockholder agrees with, and covenants to, Intel that Stockholder shall not request that the Company register the transfer (book-entry or otherwise) of any certificate or uncertificated interest representing any Shares. In the event of a stock dividend or distribution, or any change in the Company Common Stock by reason of any stock dividend, split-up, recapitalization, combination, exchange of shares or the like, the term "Shares" shall be deemed to refer to and include the Shares as well as all such stock dividends and distributions and any shares into which or for which any or all of the Shares may be changed or exchanged.

6. Termination. This Agreement and the proxy granted pursuant to Section 2 hereof shall terminate upon the earliest to occur of: (a) the termination of the Merger Agreement in accordance with its terms; (b) the Effective Time; and (c) December 31, 2000.

7. Miscellaneous.

(a) Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof.

(b) Certain Events. Stockholder agrees that this Agreement and the obligations hereunder shall attach to the Shares and shall be binding upon any person to which legal or beneficial ownership of any Shares shall pass, whether by operation of law or otherwise. Notwithstanding any transfer of Shares, the transferor shall remain liable for the performance of all obligations under this Agreement of the transferor.

4

(c) Assignment. This Agreement shall not be assigned by operation of law. Stockholder shall not assign this Agreement without the prior written consent of Intel. Intel may, in its sole discretion, assign its rights and obligations hereunder.

(d) Amendments, Waivers, Etc. This Agreement may not be amended, changed, supplemented, waived or otherwise modified or terminated, except upon the execution and delivery of a written agreement executed by the parties hereto.

(e) Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly received if so given) by hand delivery, telecopy, or by mail (registered or certified mail, postage prepaid, return receipt requested) or by any nationally-recognized overnight courier service, such as Federal Express, providing proof of delivery. Any such notice or communication shall be deemed to have been delivered and received (i) in the case of hand delivery, on the date of such delivery, (ii) in the case of telecopy, on the date sent if confirmation of receipt is received and such notice is also promptly mailed by registered or certified mail (return receipt requested), (iii) in the case of a

nationally-recognized overnight courier service, in circumstances under which such courier guarantees next business day delivery, on the next business day after the date when sent, and (iv) the case of mailing on the third business day following that on which the piece of mail containing such communication is posted. All communications hereunder shall be delivered to the respective parties at the following addresses:

If to Stockholder: to the address set forth on the signature page hereto

with a copy to: Excalibur Technologies Corporation
1921 Gallows Road, Suite 200
Vienna, Virginia 22182
Telecopier: (703) 761-1990
Attention: Chief Financial Officer

and

Heller, Ehrman, White & McAuliffe LLP
711 Fifth Avenue
New York, NY 10028
Telecopier: (212) 832-3353
Attention: Stephen M. Davis, Esq.

5

If to Intel: Intel Corporation
2200 Mission College Boulevard
Santa Clara, California 95052
Telecopier: (408) 765-1859
Attention: General Counsel

and

Intel Corporation
2200 Mission College Boulevard
Santa Clara, California 95052
Telecopier: (408) 765-6038
Attention: Treasurer

with a copy to: Gibson, Dunn & Crutcher LLP
333 South Grand Avenue
Los Angeles, California 90071
Telephone: (213) 229-7360
Telecopier: (213) 229-6360
Attention: Karen E. Bertero, Esq.

or to such other address as the person to whom notice is given may have previously furnished to the others in writing in the matter set forth above.

(f) Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or portion of any provision in such jurisdiction, and this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein.

(g) Specific Performance. Each of the parties hereto recognizes and acknowledges that a breach by it of any covenants or agreements contained in this Agreement will cause the other party to sustain damage for which it would not have an adequate remedy at law for money damages, and therefore each of the parties hereto agrees that in the event of any such breach the aggrieved party shall be entitled to the remedy of specific performance of such covenants and agreements and injunctive and other equitable relief in addition to any other remedy to which it may be entitled, at law or in equity.

(h) No Waiver. The failure of any party hereto to exercise any right, power or remedy provided under this Agreement or otherwise available in respect hereof at law or in equity, or to insist upon compliance by any other party hereto with its obligations hereunder, and any custom or practice of the parties at variance with the terms hereof, shall not constitute a

6

waiver by such party of its right to exercise any such or other right, power or

remedy or to demand such compliance.

(i) Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Delaware, without giving effect to the principles of conflicts of law thereof.

(j) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

7

IN WITNESS WHEREOF, Intel and Stockholder have caused this Agreement to be duly executed as of the day and year first above written.

Intel Corporation, a Delaware corporation

By: /s/ Arvind Sodhani

Name: Arvind Sodhani
Title: Treasurer

STOCKHOLDER:

NUMBER OF SHARES: 1,640

/s/ James H. Buchanan

James H. Buchanan

Address: 1117 Grand Hamptins Drive
Herndon, VA 20170

[SIGNATURE PAGE FOR INTEL/EXCALIBUR
VOTING AGREEMENT AND IRREVOCABLE PROXY]

8

VOTING AGREEMENT
AND
IRREVOCABLE PROXY

THIS VOTING AGREEMENT AND IRREVOCABLE PROXY, dated as of April 30, 2000 (this "Agreement"), is entered into by and between Intel Corporation, a Delaware corporation ("Intel"), and the stockholder reflected as such on the signature page hereto (the "Stockholder").

WITNESSETH:

WHEREAS, Intel, Excalibur Technologies Corporation, a Delaware corporation (the "Company"), Exca Holdings, Inc., a Delaware corporation and a wholly-owned subsidiary of the Company ("Newco"), Excalibur Transitory, Inc., a Delaware corporation and a wholly-owned subsidiary of Newco ("Transitory"), have entered into an Agreement and Plan of Contribution and Merger, dated as of the date hereof (as such agreement may hereafter be amended from time to time, the "Merger Agreement"; initially capitalized and other terms used but not otherwise defined herein shall have the meanings ascribed to them in the Merger Agreement), pursuant to which (i) Intel will contribute certain assets to Newco in exchange for shares of Newco Common Stock and Newco Non-Voting Common Stock and (ii) Transitory will merge (the "Merger") with and into the Company, as a result of which the Company will survive the Merger as a wholly-owned subsidiary of Newco and the stockholders of the Company will receive shares of Newco Common Stock in exchange for common stock of the Company and Newco Cumulative Convertible Preferred Stock in exchange for Cumulative Convertible Preferred Stock of the Company;

WHEREAS, the Stockholder Beneficially Owns (as defined herein) the number of shares of Company Common Stock set forth next to the stockholder's signature on the signature page hereto (the "Shares");

WHEREAS, as an inducement and a condition to entering into the Merger Agreement, Intel has requested that Stockholder agree, and Stockholder has agreed, to enter into this Agreement;

NOW, THEREFORE, in consideration of the foregoing and the mutual premises, representations, warranties, covenants and agreements contained herein, the parties hereto hereby agree as follows:

1. Voting Agreement. Stockholder hereby agrees with Intel that, at any meeting of the Company's stockholders, however called, or in connection with any written consent of the Company's stockholders, Stockholder shall, subject to Section 4(f), vote the Shares Beneficially Owned by Stockholder, whether heretofore owned or hereafter acquired, (i) in favor of approval of the Merger Agreement, the Combination and any actions required in furtherance thereof; (ii) against any action or agreement that would result in a breach in any respect of any covenant, representation or warranty or any other obligation or agreement of the Company, Newco or

Transitory under the Merger Agreement; and (iii) except as otherwise agreed to in writing in advance by Intel, against: (A) any Third Party Acquisition, (B) any change in a majority of the individuals who, as of the date hereof, constitute the Board of Directors of the Company, (C) any extraordinary corporate transaction, such as a merger, consolidation or other business combination involving the Company or any of its subsidiaries and any Third Party, (D) a sale, lease, transfer or disposition of any assets of the Company's or any of its subsidiaries' business outside the ordinary course of business, or any assets which are material to its business whether or not in the ordinary course of business, or a reorganization, recapitalization, dissolution or liquidation of the Company or any of its subsidiaries, (E) any material licensing, distribution or reseller agreement or arrangement involving the Company, (F) any change in the present capitalization of the Company or any amendment of the Certificate of Incorporation or By-Laws of the Company or its subsidiaries, (G) any other material change in the Company's corporate structure or affecting its business, or (H) any other action which is intended, or could reasonably be expected, to impede, interfere with, delay, postpone or materially adversely affect the Combination or any of the transactions contemplated by the Merger Agreement. Stockholder shall not enter into any agreement or understanding with any person the effect of which would be inconsistent or violative of the provisions and agreements contained herein. For purposes of this Agreement, "Beneficially Own" or "Beneficial Ownership" with respect to any securities shall mean Stockholder's having such ownership, control or power to direct the voting with respect to, or otherwise enables Stockholder to legally act with respect to, such securities as contemplated hereby, including pursuant to any agreement, arrangement or understanding, whether or not in writing. Securities Beneficially Owned by Stockholder shall include securities Beneficially Owned by all other persons with whom Stockholder would constitute a

"group" as within the meaning of Section 13(d)(3) of the Exchange Act of 1934, as amended (the "Exchange Act").

2. Irrevocable Proxy.

(a) Stockholder hereby constitutes and appoints Intel, which shall act by and through Cary I. Klafter and Teresa Remillard (each, a "Proxy Holder"), or either of them, with full power of substitution, its true and lawful proxy and attorney-in-fact to vote at any meeting (and any adjournment or postponement thereof) of the Company's stockholders called for purposes of considering whether to approve the Merger Agreement and the Combination, or any Third Party Acquisition, or to execute a written consent of stockholders in lieu of any such meeting, all Shares Beneficially Owned by Stockholder as of the record date with respect to such meeting or written consent in favor of the approval of the Merger Agreement and the Combination, with such modifications to the Merger Agreement as the parties thereto may make, or against a Third Party Acquisition, as the case may be. Such proxy shall be limited strictly to the power to vote the Shares in the manner set forth in the preceding sentence and shall not extend to any other matters.

(b) The proxy and power of attorney granted herein shall be irrevocable during the term of this Agreement, shall be deemed to be coupled with an interest sufficient in law to support an irrevocable proxy and shall revoke all prior proxies granted by Stockholder. Stockholder shall not grant any proxy to any person which conflicts with the proxy granted herein, and any attempt to do so shall be void. The power of attorney granted herein is a durable power of attorney and shall survive the death or incapacity of Stockholder.

2

(c) If Stockholder fails for any reason to vote his, hers or its Shares in accordance with the requirements of Section 1(b) hereof, then the Proxy Holder shall have the right to vote the Shares at any meeting of the Company's stockholders and in any action by written consent of the Company's stockholders in accordance with the provisions of this Section 2. The vote of the Proxy Holder shall control in any conflict between his vote of such Shares and a vote by Stockholder of such Shares.

3. Director Matters Excluded. Intel acknowledges and agrees that no provision of this Agreement shall limit or otherwise restrict Stockholder with respect to any act or omission that Stockholder may undertake or authorize in his capacity as a director of Company, including, without limitation, any vote that Stockholder may make as a director of Company with respect to any matter presented to the Board of Directors of Company.

4. Other Covenants, Representations and Warranties. Stockholder hereby represents and warrants to Intel as follows:

(a) Ownership of Shares. Stockholder is the Beneficial Owner of all the Shares. On the date hereof, the Shares constitute all of the Shares Beneficially Owned by Stockholder. Stockholder has voting power with respect to the matters set forth in Section 1(b) hereof with respect to all of the Shares, with no limitations, qualifications or restrictions on such rights.

(b) Power; Binding Agreement. Stockholder has the legal capacity, power and authority to enter into and perform all of its obligations under this Agreement. The execution, delivery and performance of this Agreement by Stockholder will not violate any agreement or any court order to which Stockholder is a party or is subject including, without limitation, any voting agreement or voting trust. This Agreement has been duly and validly executed and delivered by Stockholder.

(c) Restriction on Transfer, Proxies and Non-Interference. Except as expressly contemplated by this Agreement, Stockholder shall not, directly or indirectly: (i) offer for sale, sell, transfer, tender, pledge, encumber, assign or otherwise dispose of, or enter into any contract, option or other arrangement or understanding with respect to or consent to the offer for sale, sale, transfer, tender, pledge, encumbrance, assignment or other disposition of, any or all of the Shares or any interest therein; (ii) grant any proxies or powers of attorney or deposit any Shares into a voting trust or enter into a voting agreement with respect to any Shares; or (iii) take any action that would make any representation or warranty of Stockholder contained herein untrue or incorrect or have the effect of preventing or disabling Stockholder from performing any of Stockholder's obligations under this Agreement.

(d) Other Potential Acquirors. Stockholder (i) shall immediately cease any discussions or negotiations, if any, with any persons conducted heretofore with respect to any Third Party Acquisition; (ii) from and after the date hereof until the earlier of the termination of the Merger Agreement in accordance with its terms and the Effective Time, shall not, in any capacity, directly or indirectly, initiate, solicit or knowingly encourage (including, without limitation, by way of furnishing non-public information or assistance),

or take any other action to facilitate knowingly, any inquiries or the making of any Third Party Acquisition; (iii) shall

3

promptly (and in any event within one business day after becoming aware thereof) notify Intel of any proposals for, or inquiries with respect to, a potential Third Party Acquisition received by Stockholder or of which Stockholder otherwise has knowledge (including the terms and conditions thereof and the identity of the party submitting such proposal or inquiry); (iv) shall provide to Intel a copy of any written agreements, proposals or other materials the Stockholder receives from any such person or group (or its representatives); and (v) shall advise Intel from time to time of the status, at any time upon Intel's request, and promptly following any developments concerning the same.

(e) No Agreements. Stockholder is not and at the Effective Time will not be a party to any agreement, arrangement, understanding, plan or intention involving any actual or constructive sale, exchange, transfer, hypothecation, redemption, gift, contribution, risk reduction or other transaction, to the extent any such action could cause all or any portion of Stockholder's Newco Common Stock to be received in the Merger not to be taken into account in determining whether the "control" requirement in Section 351(a) of the Code will be satisfied with respect to the transactions contemplated by the Merger Agreement (collectively, a "Sale"). Stockholder will take no action that could result in a Sale.

(f) Reliance by Intel. Stockholder understands and acknowledges that Intel is entering into the Merger Agreement in reliance upon Stockholder's execution and delivery of this Agreement.

5. Stop Transfer. Stockholder agrees with, and covenants to, Intel that Stockholder shall not request that the Company register the transfer (book-entry or otherwise) of any certificate or uncertificated interest representing any Shares. In the event of a stock dividend or distribution, or any change in the Company Common Stock by reason of any stock dividend, split-up, recapitalization, combination, exchange of shares or the like, the term "Shares" shall be deemed to refer to and include the Shares as well as all such stock dividends and distributions and any shares into which or for which any or all of the Shares may be changed or exchanged.

6. Termination. This Agreement and the proxy granted pursuant to Section 2 hereof shall terminate upon the earliest to occur of: (a) the termination of the Merger Agreement in accordance with its terms; (b) the Effective Time; and (c) December 31, 2000.

7. Miscellaneous.

(a) Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof.

(b) Certain Events. Stockholder agrees that this Agreement and the obligations hereunder shall attach to the Shares and shall be binding upon any person to which legal or beneficial ownership of any Shares shall pass, whether by operation of law or otherwise. Notwithstanding any transfer of Shares, the transferor shall remain liable for the performance of all obligations under this Agreement of the transferor.

4

(c) Assignment. This Agreement shall not be assigned by operation of law. Stockholder shall not assign this Agreement without the prior written consent of Intel. Intel may, in its sole discretion, assign its rights and obligations hereunder.

(d) Amendments, Waivers, Etc. This Agreement may not be amended, changed, supplemented, waived or otherwise modified or terminated, except upon the execution and delivery of a written agreement executed by the parties hereto.

(e) Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly received if so given) by hand delivery, telecopy, or by mail (registered or certified mail, postage prepaid, return receipt requested) or by any nationally-recognized overnight courier service, such as Federal Express, providing proof of delivery. Any such notice or communication shall be deemed to have been delivered and received (i) in the case of hand delivery, on the date of such delivery, (ii) in the case of telecopy, on the date sent if confirmation of receipt is received and such notice is also promptly mailed by registered or certified mail (return receipt requested), (iii) in the case of a

nationally-recognized overnight courier service, in circumstances under which such courier guarantees next business day delivery, on the next business day after the date when sent, and (iv) the case of mailing on the third business day following that on which the piece of mail containing such communication is posted. All communications hereunder shall be delivered to the respective parties at the following addresses:

If to Stockholder: to the address set forth on
the signature page hereto

with a copy to: Excalibur Technologies Corporation
1921 Gallows Road, Suite 200
Vienna, Virginia 22182
Telecopier: (703) 761-1990
Attention: Chief Financial Officer

and

Heller, Ehrman, White & McAuliffe LLP
711 Fifth Avenue
New York, NY 10028
Telecopier: (212) 832-3353
Attention: Stephen M. Davis, Esq.

5

If to Intel: Intel Corporation
2200 Mission College Boulevard
Santa Clara, California 95052
Telecopier: (408) 765-1859
Attention: General Counsel

and

Intel Corporation
2200 Mission College Boulevard
Santa Clara, California 95052
Telecopier: (408) 765-6038
Attention: Treasurer

with a copy to: Gibson, Dunn & Crutcher LLP
333 South Grand Avenue
Los Angeles, California 90071
Telephone: (213) 229-7360
Telecopier: (213) 229-6360
Attention: Karen E. Bertero, Esq.

or to such other address as the person to whom notice is given may have previously furnished to the others in writing in the matter set forth above.

(f) Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or portion of any provision in such jurisdiction, and this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein.

(g) Specific Performance. Each of the parties hereto recognizes and acknowledges that a breach by it of any covenants or agreements contained in this Agreement will cause the other party to sustain damage for which it would not have an adequate remedy at law for money damages, and therefore each of the parties hereto agrees that in the event of any such breach the aggrieved party shall be entitled to the remedy of specific performance of such covenants and agreements and injunctive and other equitable relief in addition to any other remedy to which it may be entitled, at law or in equity.

(h) No Waiver. The failure of any party hereto to exercise any right, power or remedy provided under this Agreement or otherwise available in respect hereof at law or in equity, or to insist upon compliance by any other party hereto with its obligations hereunder, and any custom or practice of the parties at variance with the terms hereof, shall not constitute a

6

waiver by such party of its right to exercise any such or other right, power or

remedy or to demand such compliance.

(i) Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Delaware, without giving effect to the principles of conflicts of law thereof.

(j) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, Intel and Stockholder have caused this Agreement to be duly executed as of the day and year first above written.

Intel Corporation, a Delaware corporation

By: /s/ Arvind Sodhani

Name: Arvind Sodhani
Title: Treasurer

STOCKHOLDER:

NUMBER OF SHARES: /s/ Harry C. Payne__

Harry C. Payne

Address: _____

[SIGNATURE PAGE FOR INTEL/EXCALIBUR
VOTING AGREEMENT AND IRREVOCABLE PROXY]

VOTING AGREEMENT
AND
IRREVOCABLE PROXY

THIS VOTING AGREEMENT AND IRREVOCABLE PROXY, dated as of April 30, 2000 (this "Agreement"), is entered into by and between Intel Corporation, a Delaware corporation ("Intel"), and the stockholder reflected as such on the signature page hereto (the "Stockholder").

WITNESSETH:

WHEREAS, Intel, Excalibur Technologies Corporation, a Delaware corporation (the "Company"), Exca Holdings, Inc., a Delaware corporation and a wholly-owned subsidiary of the Company ("Newco"), Excalibur Transitory, Inc., a Delaware corporation and a wholly-owned subsidiary of Newco ("Transitory"), have entered into an Agreement and Plan of Contribution and Merger, dated as of the date hereof (as such agreement may hereafter be amended from time to time, the "Merger Agreement"; initially capitalized and other terms used but not otherwise defined herein shall have the meanings ascribed to them in the Merger Agreement), pursuant to which (i) Intel will contribute certain assets to Newco in exchange for shares of Newco Common Stock and Newco Non-Voting Common Stock and (ii) Transitory will merge (the "Merger") with and into the Company, as a result of which the Company will survive the Merger as a wholly-owned subsidiary of Newco and the stockholders of the Company will receive shares of Newco Common Stock in exchange for common stock of the Company and Newco Cumulative Convertible Preferred Stock in exchange for Cumulative Convertible Preferred Stock of the Company;

WHEREAS, the Stockholder Beneficially Owns (as defined herein) the number of shares of Company Common Stock set forth next to the stockholder's signature on the signature page hereto (the "Shares");

WHEREAS, as an inducement and a condition to entering into the Merger Agreement, Intel has requested that Stockholder agree, and Stockholder has agreed, to enter into this Agreement;

NOW, THEREFORE, in consideration of the foregoing and the mutual premises, representations, warranties, covenants and agreements contained herein, the parties hereto hereby agree as follows:

1. Voting Agreement. Stockholder hereby agrees with Intel that, at any meeting of the Company's stockholders, however called, or in connection with any written consent of the Company's stockholders, Stockholder shall, subject to Section 4(f), vote the Shares Beneficially Owned by Stockholder, whether heretofore owned or hereafter acquired, (i) in favor of approval of the Merger Agreement, the Combination and any actions required in furtherance thereof; (ii) against any action or agreement that would result in a breach in any respect of any covenant, representation or warranty or any other obligation or agreement of the Company, Newco or

Transitory under the Merger Agreement; and (iii) except as otherwise agreed to in writing in advance by Intel, against: (A) any Third Party Acquisition, (B) any change in a majority of the individuals who, as of the date hereof, constitute the Board of Directors of the Company, (C) any extraordinary corporate transaction, such as a merger, consolidation or other business combination involving the Company or any of its subsidiaries and any Third Party, (D) a sale, lease, transfer or disposition of any assets of the Company's or any of its subsidiaries' business outside the ordinary course of business, or any assets which are material to its business whether or not in the ordinary course of business, or a reorganization, recapitalization, dissolution or liquidation of the Company or any of its subsidiaries, (E) any material licensing, distribution or reseller agreement or arrangement involving the Company, (F) any change in the present capitalization of the Company or any amendment of the Certificate of Incorporation or By-Laws of the Company or its subsidiaries, (G) any other material change in the Company's corporate structure or affecting its business, or (H) any other action which is intended, or could reasonably be expected, to impede, interfere with, delay, postpone or materially adversely affect the Combination or any of the transactions contemplated by the Merger Agreement. Stockholder shall not enter into any agreement or understanding with any person the effect of which would be inconsistent or violative of the provisions and agreements contained herein. For purposes of this Agreement, "Beneficially Own" or "Beneficial Ownership" with respect to any securities shall mean Stockholder's having such ownership, control or power to direct the voting with respect to, or otherwise enables Stockholder to legally act with respect to, such securities as contemplated hereby, including pursuant to any agreement, arrangement or understanding, whether or not in writing. Securities Beneficially Owned by Stockholder shall include securities Beneficially Owned by all other persons with whom Stockholder would constitute a

"group" as within the meaning of Section 13(d)(3) of the Exchange Act of 1934, as amended (the "Exchange Act").

2. Irrevocable Proxy.

(a) Stockholder hereby constitutes and appoints Intel, which shall act by and through Cary I. Klafter and Teresa Remillard (each, a "Proxy Holder"), or either of them, with full power of substitution, its true and lawful proxy and attorney-in-fact to vote at any meeting (and any adjournment or postponement thereof) of the Company's stockholders called for purposes of considering whether to approve the Merger Agreement and the Combination, or any Third Party Acquisition, or to execute a written consent of stockholders in lieu of any such meeting, all Shares Beneficially Owned by Stockholder as of the record date with respect to such meeting or written consent in favor of the approval of the Merger Agreement and the Combination, with such modifications to the Merger Agreement as the parties thereto may make, or against a Third Party Acquisition, as the case may be. Such proxy shall be limited strictly to the power to vote the Shares in the manner set forth in the preceding sentence and shall not extend to any other matters.

(b) The proxy and power of attorney granted herein shall be irrevocable during the term of this Agreement, shall be deemed to be coupled with an interest sufficient in law to support an irrevocable proxy and shall revoke all prior proxies granted by Stockholder. Stockholder shall not grant any proxy to any person which conflicts with the proxy granted herein, and any attempt to do so shall be void. The power of attorney granted herein is a durable power of attorney and shall survive the death or incapacity of Stockholder.

2

(c) If Stockholder fails for any reason to vote his, hers or its Shares in accordance with the requirements of Section 1(b) hereof, then the Proxy Holder shall have the right to vote the Shares at any meeting of the Company's stockholders and in any action by written consent of the Company's stockholders in accordance with the provisions of this Section 2. The vote of the Proxy Holder shall control in any conflict between his vote of such Shares and a vote by Stockholder of such Shares.

3. Director Matters Excluded. Intel acknowledges and agrees that no provision of this Agreement shall limit or otherwise restrict Stockholder with respect to any act or omission that Stockholder may undertake or authorize in his capacity as a director of Company, including, without limitation, any vote that Stockholder may make as a director of Company with respect to any matter presented to the Board of Directors of Company.

4. Other Covenants, Representations and Warranties. Stockholder hereby represents and warrants to Intel as follows:

(a) Ownership of Shares. Stockholder is the Beneficial Owner of all the Shares. On the date hereof, the Shares constitute all of the Shares Beneficially Owned by Stockholder. Stockholder has voting power with respect to the matters set forth in Section 1(b) hereof with respect to all of the Shares, with no limitations, qualifications or restrictions on such rights.

(b) Power; Binding Agreement. Stockholder has the legal capacity, power and authority to enter into and perform all of its obligations under this Agreement. The execution, delivery and performance of this Agreement by Stockholder will not violate any agreement or any court order to which Stockholder is a party or is subject including, without limitation, any voting agreement or voting trust. This Agreement has been duly and validly executed and delivered by Stockholder.

(c) Restriction on Transfer, Proxies and Non-Interference. Except as expressly contemplated by this Agreement, Stockholder shall not, directly or indirectly: (i) offer for sale, sell, transfer, tender, pledge, encumber, assign or otherwise dispose of, or enter into any contract, option or other arrangement or understanding with respect to or consent to the offer for sale, sale, transfer, tender, pledge, encumbrance, assignment or other disposition of, any or all of the Shares or any interest therein; (ii) grant any proxies or powers of attorney or deposit any Shares into a voting trust or enter into a voting agreement with respect to any Shares; or (iii) take any action that would make any representation or warranty of Stockholder contained herein untrue or incorrect or have the effect of preventing or disabling Stockholder from performing any of Stockholder's obligations under this Agreement.

(d) Other Potential Acquirors. Stockholder (i) shall immediately cease any discussions or negotiations, if any, with any persons conducted heretofore with respect to any Third Party Acquisition; (ii) from and after the date hereof until the earlier of the termination of the Merger Agreement in accordance with its terms and the Effective Time, shall not, in any capacity, directly or indirectly, initiate, solicit or knowingly encourage (including, without limitation, by way of furnishing non-public information or assistance),

or take any other action to facilitate knowingly, any inquiries or the making of any Third Party Acquisition; (iii) shall

3

promptly (and in any event within one business day after becoming aware thereof) notify Intel of any proposals for, or inquiries with respect to, a potential Third Party Acquisition received by Stockholder or of which Stockholder otherwise has knowledge (including the terms and conditions thereof and the identity of the party submitting such proposal or inquiry); (iv) shall provide to Intel a copy of any written agreements, proposals or other materials the Stockholder receives from any such person or group (or its representatives); and (v) shall advise Intel from time to time of the status, at any time upon Intel's request, and promptly following any developments concerning the same.

(e) No Agreements. Stockholder is not and at the Effective Time will not be a party to any agreement, arrangement, understanding, plan or intention involving any actual or constructive sale, exchange, transfer, hypothecation, redemption, gift, contribution, risk reduction or other transaction, to the extent any such action could cause all or any portion of Stockholder's Newco Common Stock to be received in the Merger not to be taken into account in determining whether the "control" requirement in Section 351(a) of the Code will be satisfied with respect to the transactions contemplated by the Merger Agreement (collectively, a "Sale"). Stockholder will take no action that could result in a Sale.

(f) Reliance by Intel. Stockholder understands and acknowledges that Intel is entering into the Merger Agreement in reliance upon Stockholder's execution and delivery of this Agreement.

5. Stop Transfer. Stockholder agrees with, and covenants to, Intel that Stockholder shall not request that the Company register the transfer (book-entry or otherwise) of any certificate or uncertificated interest representing any Shares. In the event of a stock dividend or distribution, or any change in the Company Common Stock by reason of any stock dividend, split-up, recapitalization, combination, exchange of shares or the like, the term "Shares" shall be deemed to refer to and include the Shares as well as all such stock dividends and distributions and any shares into which or for which any or all of the Shares may be changed or exchanged.

6. Termination. This Agreement and the proxy granted pursuant to Section 2 hereof shall terminate upon the earliest to occur of: (a) the termination of the Merger Agreement in accordance with its terms; (b) the Effective Time; and (c) December 31, 2000.

7. Miscellaneous.

(a) Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof.

(b) Certain Events. Stockholder agrees that this Agreement and the obligations hereunder shall attach to the Shares and shall be binding upon any person to which legal or beneficial ownership of any Shares shall pass, whether by operation of law or otherwise. Notwithstanding any transfer of Shares, the transferor shall remain liable for the performance of all obligations under this Agreement of the transferor.

4

(c) Assignment. This Agreement shall not be assigned by operation of law. Stockholder shall not assign this Agreement without the prior written consent of Intel. Intel may, in its sole discretion, assign its rights and obligations hereunder.

(d) Amendments, Waivers, Etc. This Agreement may not be amended, changed, supplemented, waived or otherwise modified or terminated, except upon the execution and delivery of a written agreement executed by the parties hereto.

(e) Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly received if so given) by hand delivery, telecopy, or by mail (registered or certified mail, postage prepaid, return receipt requested) or by any nationally-recognized overnight courier service, such as Federal Express, providing proof of delivery. Any such notice or communication shall be deemed to have been delivered and received (i) in the case of hand delivery, on the date of such delivery, (ii) in the case of telecopy, on the date sent if confirmation of receipt is received and such notice is also promptly mailed by registered or certified mail (return receipt requested), (iii) in the case of a

nationally-recognized overnight courier service, in circumstances under which such courier guarantees next business day delivery, on the next business day after the date when sent, and (iv) the case of mailing on the third business day following that on which the piece of mail containing such communication is posted. All communications hereunder shall be delivered to the respective parties at the following addresses:

If to Stockholder: to the address set forth on
the signature page hereto

with a copy to: Excalibur Technologies Corporation
1921 Gallows Road, Suite 200
Vienna, Virginia 22182
Telecopier: (703) 761-1990
Attention: Chief Financial Officer

and

Heller, Ehrman, White & McAuliffe LLP
711 Fifth Avenue
New York, NY 10028
Telecopier: (212) 832-3353
Attention: Stephen M. Davis, Esq.

5

If to Intel: Intel Corporation
2200 Mission College Boulevard
Santa Clara, California 95052
Telecopier: (408) 765-1859
Attention: General Counsel

and

Intel Corporation
2200 Mission College Boulevard
Santa Clara, California 95052
Telecopier: (408) 765-6038
Attention: Treasurer

with a copy to: Gibson, Dunn & Crutcher LLP
333 South Grand Avenue
Los Angeles, California 90071
Telephone: (213) 229-7360
Telecopier: (213) 229-6360
Attention: Karen E. Bertero, Esq.

or to such other address as the person to whom notice is given may have previously furnished to the others in writing in the matter set forth above.

(f) Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or portion of any provision in such jurisdiction, and this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein.

(g) Specific Performance. Each of the parties hereto recognizes and acknowledges that a breach by it of any covenants or agreements contained in this Agreement will cause the other party to sustain damage for which it would not have an adequate remedy at law for money damages, and therefore each of the parties hereto agrees that in the event of any such breach the aggrieved party shall be entitled to the remedy of specific performance of such covenants and agreements and injunctive and other equitable relief in addition to any other remedy to which it may be entitled, at law or in equity.

(h) No Waiver. The failure of any party hereto to exercise any right, power or remedy provided under this Agreement or otherwise available in respect hereof at law or in equity, or to insist upon compliance by any other party hereto with its obligations hereunder, and any custom or practice of the parties at variance with the terms hereof, shall not constitute a

6

waiver by such party of its right to exercise any such or other right, power or

remedy or to demand such compliance.

(i) Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Delaware, without giving effect to the principles of conflicts of law thereof.

(j) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

7

IN WITNESS WHEREOF, Intel and Stockholder have caused this Agreement to be duly executed as of the day and year first above written.

Intel Corporation, a Delaware corporation

By: /s/ Arvind Sodhani

Name: Arvind Sodhani
Title: Treasurer

STOCKHOLDER:

NUMBER OF SHARES: 238,199

/s/ Paul E. Nelson

Paul E. Nelson

Address: 10312 Wetherburn Rd.
Woodstock, MA 21163

[SIGNATURE PAGE FOR INTEL/EXCALIBUR
VOTING AGREEMENT AND IRREVOCABLE PROXY]

8