

EXHIBIT JJ

Message

From: Mackey, James
Sent: 1/13/2005 8:25:24 AM
To: Junge, Michael [/o=SAP/ou=Europe1/cn=Recipients/cn=35863]; Schlie, Ina [/o=SAP/ou=Europe1/cn=Recipients/cn=35961]; Crean, Tim [/o=SAP/ou=America2/cn=Recipients/cn=000000135506]; Huetten, Christoph [/o=SAP/ou=Europe1/cn=Recipients/cn=000000058398]; Deinert, Mark [/o=SAP/ou=Europe1/cn=Recipients/cn=35807]; Mucic, Luka [/o=SAP/ou=Europe1/cn=Recipients/cn=35912]; Sauer, Harald [/o=SAP/ou=Europe1/cn=Recipients/cn=35954]; Zielke, Philipp [/o=SAP/ou=Europe2/cn=Recipients/cn=000000227360]; Sanchez-Mayoral, Uta [/o=SAP/ou=Europe1/cn=Recipients/cn=000000035463]; Brubaker, Brad [/o=SAP/ou=America1/cn=Recipients/cn=000000043664]
CC: Oswald, Gerhard [/o=SAP/ou=Europe1/cn=Recipients/cn=000000034905]; Brandt, Werner [/o=SAP/ou=Europe1/cn=Recipients/cn=000000105438]; Agassi, Shai [/o=SAP/ou=America2/cn=Recipients/cn=000000115784]; Shenkman, Arlen [/o=SAP/ou=America1/cn=Recipients/cn=000000225832]; McDermott, Bill [/o=SAP/ou=America1/cn=Recipients/cn=000000124288]; White, Mark [/o=SAP/ou=America1/cn=Recipients/cn=000000120031]
Subject: TomorrowNow
Attachments: Letter of Intent (Final).doc

Hallo all,

I have attached a final non-binding term sheet that was executed yesterday by Gerd and Shai. The acquisition of TomorrowNow, a services company that provides support for PeopleSoft and JD Edwards software, has the full support of each Executive Board member. At the Executive Board meeting yesterday in Miami this term sheet and deal was approved. Werner approved yesterday morning via a phone call between the two of us.

I contacted Ina and discussed structuring this as a stock purchase agreement since no intellectual property is being acquired. We will most likely set this up as a wholly-owned subsidiary of SAP America and SAP America can pay the purchase price of US\$10 million. The implementation structure and utilization / creation of other entities within the SAP ecosystem needs to be analyzed thoroughly since the intent is to provide PeopleSoft support worldwide.

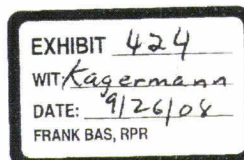
We are beginning legal and financial due diligence today in hopes of having a report by Monday so that we can sign the Stock Purchase Agreement by Wednesday of next week. The first draft of the Stock Purchase Agreement is scheduled to be distributed tonight.

The Board would like to make a press release on the 19th, the day after Oracle announces its plans for PeopleSoft on the 18th.

The timeline is difficult especially with most of you involved in the closing of our books and we will rely heavily on our external advisors, Blank Rome for legal and PWC for financial/tax review. Arlen and I will set up a phone call on Monday to ensure you all understand the deal.

Please feel free to contact Arlen and I with any questions.

Best regards,
Jim



HIGHLY CONFIDENTIAL INFORMATION - ATTORNEYS' EYES ONLY

SAP-OR00127955

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
Case #: 07-cv-01658-PJH
PLNTF EXHIBIT NO. 0133
Date Admitted: 1/24/05
By: [Signature]
Nichole Heuerman, Deputy Clerk

January 12, 2005

CONFIDENTIAL

Mr. Andrew Nelson
Founder and CEO
TomorrowNow, Inc.
3131 East 29th Street
Building E
Bryan, Texas 77802

Mr. Seth Ravin
President
TomorrowNow, Inc.
3131 East 29th Street
Building E
Bryan, Texas 77802

Dear Andrew and Seth:

We appreciate the opportunity to submit the following proposal to acquire all of the issued and outstanding capital stock of TomorrowNow, Inc. (the "Company"), which is wholly owned equally and exclusively by each of you, Andrew Nelson and Seth Ravin, as the sole stockholders of the Company (the "Stockholders"), (the Company and the Stockholders are sometimes hereinafter collectively referred to as "Seller").

This letter of intent (the "Letter of Intent" or "LOI") outlines the basis upon which the Seller and SAP AG, or any designated wholly-owned subsidiary of SAP, (the "Purchaser") propose to pursue the transaction described below. This summary of terms is an expression of intent only, and is not to be construed as a binding agreement. The parties wish to commence negotiating a definitive stock purchase agreement providing for the possible acquisition (a "Definitive Stock Purchase Agreement"). The execution of any such Definitive Stock Purchase Agreement will be subject to the satisfactory completion of the Purchaser's ongoing due diligence and investigation of the Company's business.

1. Transaction. At the closing (the "Closing"), the Sellers will sell all of the outstanding capital stock of the Company to the Purchaser at the price (the "Purchase Price") set forth in Paragraph 2 below.

2. Purchase Price. The aggregate consideration to be paid by the Purchaser to the Sellers will be USD \$10 million via a wire transfer to accounts designated by the Sellers to receive such amounts, which accounts and directions shall be reasonably satisfactory to SAP. Each Seller and the Purchaser will bear their own expenses, including, without limitation, investment banking, legal, consulting and accounting fees. The parties acknowledge that the Company will pay up to \$500,000 of such fees on behalf of Sellers.

3. Agreements. Consummation of the transaction will be subject to, among other things, the execution of a mutually acceptable Definitive Stock Purchase Agreement, employment agreements, Purchaser's satisfactory completion of its ongoing due diligence, the approval of Purchaser's Executive Board and receipt of material consents and approvals, if any, unless such consents and approvals are waived by Purchaser.

(a) Definitive Stock Purchase Agreement. The stock purchase agreement will include representations, warranties, conditions, covenants and indemnification provisions customary for transactions of this type.

(b) Employment Agreements. The Purchaser or an appropriate subsidiary of the Purchaser will enter into employment agreements with Andrew Nelson and Seth Ravin.

(i) Andrew Nelson and Seth Ravin will have a base salary, subject to annual review, and payable in accordance with our normal payroll practice, which is twice a month on the 15th and the last day of the month. You both will have an annual target bonus opportunity of 50% or more of your annualized base salary, for a total potential target annual compensation package of \$300,000. The bonus will be based upon the achievement of the corporate objectives and discretionary individual achievements and objectives as determined by your supervisor. You will be eligible for this bonus beginning with the 2005 calendar plan year. Bonuses are typically paid in February or March following the applicable calendar year. Each of you shall serve in the position of Vice President with responsibilities customary for such positions. Each of you will be eligible for additional benefits, such as participation in our employee stock option plan (with awards commensurate with grants for employees in similar positions) a 401(k) plan, tuition reimbursement, vacation and holiday pay, medical coverage, and disability insurance, which are provided as part of SAP's standard benefits programs. Execution of these agreements will be a condition to closing the transaction.

(c) Consents and Approvals. Consent to the assignment of the real estate leases in Bryan, Texas and Pleasanton, California and the approval by the respective boards and executives of each company shall be a required condition precedent in the Definitive Stock Purchase Agreement.

4. Indemnification. The Definitive Stock Purchase Agreement will include representations, warranties, conditions, covenants and indemnification provisions customary for transactions of this type.

5. Access. Until Closing, Sellers will provide SAP and its accountants, lawyers, and other agents full and complete access to the Company's books and records, files, documents and facilities, and make available appropriate employees, consultants, accountants, legal counsel, customers and other agents or representatives in order to permit Purchaser to complete its due diligence.

6. **Signing and Closing.** We anticipate that the signing and closing of a Definitive Stock Purchase Agreement shall occur on or before February 7, 2005.

7. **Confidentiality and Publicity.** The parties to this Letter of Intent each agree that they will not, without the prior written consent of each other party, disclose the existence of this LOI, the terms hereof, the existence or status of negotiations or any information concerning the transaction contemplated hereby, except to their respective directors, officers, employees and agents, who have a need to know in order to consummate the transaction contemplated, or as required by law.

8. **Non-Solicitation.** In connection with discussions with the Seller, SAP and its affiliates will devote considerable time and resources to the negotiation of a possible transaction and completion of the due diligence review of the Company. In consideration thereof and for other good and valuable consideration, the Company and Seller agree that from the date of this LOI until February 7, 2005 (the "Exclusivity Period"), the Company and Sellers will negotiate exclusively with SAP and neither the Company nor any of its affiliates, nor any of their respective shareholders, agents, representatives, advisors, employees, officers shall directly or indirectly (i) solicit, initiate or encourage the submission of any inquiries, indications of interest, proposals or offers from any corporation, company, partnership, person, entity or group (collectively, "Third Parties"), other than SAP or any affiliate of SAP, concerning the sale of any equity securities or any assets (other than in the ordinary course of business) of the Company, or any merger, recapitalization or other business combination transaction involving the Company or otherwise involving the assets of the Company (each of the foregoing, a "Competing Transaction"), (ii) participate in any discussions or negotiations regarding, or enter into any agreements or understandings relating to, a Competing Transaction, or provide any information concerning the Company or any of the foregoing to, any Third Parties or (iii) otherwise cooperate in any way with, or assist or participate in, facilitate or encourage, any effort or attempt by any Third Party to do or seek any of the foregoing. In addition, the Company shall promptly (x) give notice to SAP of the receipt by it of any Competing Transaction proposal or any inquiries, indications of interest or offers relating to a Competing Transaction and (y) furnish to SAP a copy thereof, or, if it is not in writing, to provide to SAP a description of the terms or substance of any discussions relating to such proposal, inquiry, indication of interest or offer.

9. **Expenses.** If the transaction contemplated by this Letter of Intent is not consummated, each of the parties hereto will pay its own expenses incident to this Letter of Intent and the Definitive Stock Purchase Agreement, including without limitation, legal, accounting and consulting fees, as well as, broker and investment banking fees ("Expenses").

10. **Governing Law.** This Letter of Intent will be governed by and construed in accordance with the laws of the State of New York, but without giving effect to applicable principles of conflicts of law.

11. **Counterparts.** This Letter of Intent may be signed in counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Letter of Intent by telecopy shall be effective as delivery of a manually executed counterpart of this Letter of Intent.

12. Entire Agreement. The provisions in this Letter of Intent represent the entire agreement between the parties, and supersede all prior oral or written agreements, understandings, representations and warranties, and courses of conduct and dealing between the parties on the subject matter hereof (other than the Mutual Non-Disclosure Agreement dated December 20, 2004). This Letter of Intent may be amended or modified only by a writing executed by all of the parties.

13. Conduct of Business. During the period from the signing date until the Termination Date, the Sellers shall cause the Company to operate its business in the ordinary course and to refrain from any extraordinary transactions.

14. Termination. This Letter of Intent will terminate on February 7, 2005 (the "Termination Date"); Provided, however, the provisions of paragraphs 7, 9 through 12 and 15 shall survive such termination for any applicable statute of limitations.

15. Effect of the Letter of Intent. The paragraphs and provisions of paragraphs 1, 2, 3, 4 and 6 of this Letter of Intent do not constitute and will not give rise to any legally binding obligation on the part of any of the parties. Moreover, except as expressly provided in paragraphs 5 and 7 through 15, (or as expressly provided in any binding written agreement that the Parties may enter into in the future), no past or future action, course of conduct, or failure to act relating to the possible Acquisition, or relating to the negotiation of the terms of the possible Acquisition or any Definitive Stock Purchase Agreement, will give rise to or serve as a basis for any obligation or other liability on the part of the parties.

If this proposal meets with your approval, please so indicate by signing and returning the enclosed copy of this Letter of Intent. Thank you again for your consideration of our proposal. We look forward to working with you towards the successful consummation of this transaction.

Very truly yours,

SAP AG

By: _____
Date: January 12, 2005

By: _____
Date: January 12, 2005

Accepted and Agreed By:

TomorrowNow, Inc.

By: _____
Date: January 12, 2005

Sole Stockholders:

Name: Andrew Nelson
Date: January 12, 2005

Name: Seth Ravin
Date: January 12, 2005