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16 UNITED STATES DISTRICT COURT
17 NORTHERN DISTRICT OF CALIFORNIA
18 SAN FRANCISCO DIVISION

19 ORACLE USA, INC., *et al.*,
20 Plaintiffs,
21 v.
22 SAP AG, *et al.*,
23 Defendants.

CASE NO. 07-CV-01658 PJH (EDL)

**DECLARATION OF TYLER PRINCE
IN SUPPORT OF ORACLE'S
OPPOSITION TO DEFENDANTS'
MOTION TO COMPEL DISCOVERY
CONCERNING THIRD PARTY
SUPPORT PROVIDED BY
ORACLE'S PARTNERS**

Date: February 10, 2009
Time: 2 p.m.
Place: Courtroom E, 15th Floor
Judge: Hon. Elizabeth D. Laporte

Case No. 07-CV-1658 PJH (EDL)

1 I, Tyler Prince, declare as follows:

2 1. I am the Group Vice President for North America Sales, Applications,
3 Alliances and Channels at Oracle USA, Inc. I have personal knowledge of the facts set forth in
4 this declaration and would competently testify to them if called upon to do so.

5 2. I have reviewed the terms of the Oracle PartnerNetwork Worldwide
6 Agreement, which companies must accept to become an Oracle partner. That Agreement
7 provides, among other things, that the Partner (including in the Oracle PartnerNetwork
8 Worldwide Agreement with CedarCrestone) may not:

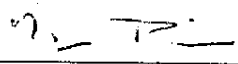
- 9 • Remove or modify any program markings or any notice of Oracle’s
10 or its licensors proprietary rights;
- 11 • Make the programs or materials resulting from the services
12 available in any manner to any third party for use in the third party’s
13 business operations (unless such access is expressly permitted for
14 the specific program license or materials from the services you have
15 acquired);
- 16 • Cause or permit reverse engineering (unless required by law for
17 interoperability), disassembly, decompilation of the programs;
- 18 • Disclose results of any program benchmark tests without Oracle’s
19 prior written consent;
- 20 • Use the Oracle property in a manner that misrepresents your
21 relationship with Oracle or is otherwise misleading or that reflects
22 negatively on Oracle;
- 23 • Use or duplicate the Oracle property provided to you by Oracle for
24 any purpose other than as specified in the Oracle PartnerNetwork
25 policies or in this agreement or make the Oracle property available
26 to unauthorized third parties;
- 27 • Use the Oracle property for your own internal business operations,
28 or use the Oracle property or make the Oracle property available in
any manner to any third party for use in the third party’s business
operations or for any other commercial or production use; or,
- Use third party programs except in conjunction with the Oracle
owned programs.

23 3. Oracle property is defined in that Agreement as follows: “Oracle retains
24 all ownership and intellectual property rights to anything developed by Oracle and delivered to
25 you under this agreement resulting from the services, and additional Oracle resources
26 (collectively referred to as the “Oracle property”).”

27 4. In 2005, CedarCrestone won Oracle’s Titan Award for being the
28 “PeopleSoft Partner of the Year.” Oracle awarded this honor in recognition of CedarCrestone

1 exceeding their PeopleSoft co-selling targets, and for driving numerous marketing campaigns
 2 and initiatives with PeopleSoft. In 2007, CedarCrestone earned honorable mention recognition
 3 for Oracle's "Applications Momentum" Titan Award given to a Partner with a proven track
 4 record in selling and/or influencing the sales of Oracle applications as well increasing
 5 investments in training and marketing. In 2008, Oracle awarded CedarCrestone the Titan "SOA
 6 and Integration Solution Award" acknowledging CedarCrestone as an Oracle partner that
 7 showed exemplary demonstration of their Service Oriented Architecture ("SOA") expertise
 8 through a customized and unique solution enabling measured customer return on investment and
 9 clear satisfaction. This award was based on an innovative deployment of Oracle Fusion
 10 Middleware with Oracle applications at a higher education customer.

11 I declare under penalty of perjury that the foregoing is true and correct and that
 12 this declaration was executed on January 23, 2009 at WESTCHESTER, IL

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 Tyler Prince

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