

1 evidence in the record confirms that TN's acquisition by SAP and SAP's subsequent  
2 endorsement, marketing and support of TN's service delivery made TN uniquely viable as an  
3 third party support option for many Oracle customers.

4 **INTERROGATORY NO. 10:**

5 Describe in as much detail as possible what methods Oracle believes companies that  
6 provide third-party support for any Oracle product referred to in the Complaint or at issue in this  
7 litigation may permissibly employ in providing such support, including with respect to access to,  
8 and Downloading of, the Software and Support Materials.

9 **RESPONSE TO INTERROGATORY NO. 10:**

10 In addition to its General Objections, Oracle objects that the phrase "any Oracle product  
11 referred to in the Complaint or at issue in this litigation" is vague, ambiguous, and overbroad.  
12 The Complaint refers to many Oracle products, including products that are not at issue in this  
13 case, like Fusion, and also products that Defendants blocked discovery on during this litigation,  
14 such as database technology, Siebel applications and other software products like E-Business  
15 Suite, Retek and Hyperion. Accordingly, unless and until additional products are made part of  
16 this litigation by order or otherwise, Oracle will interpret "any Oracle product referred to in the  
17 Complaint or at issue in this litigation" as applications and Software and Support Materials for  
18 legacy PeopleSoft and J.D. Edwards enterprise software applications available from Oracle,  
19 including through Customer Connection. Oracle further objects that the phrase "companies that  
20 provide third-party support" is vague, ambiguous, overbroad, and calls for an undue  
21 burdensome Response from Oracle. "Third-party support" is not defined and thus Oracle cannot  
22 determine whether the term refers to third-party maintenance providers, like SAP TN, or other  
23 entities, which would be overbroad. Oracle will therefore interpret "third-party support" to refer  
24 to entities with business models similar to that of SAP TN. Oracle further objects that this  
25 Interrogatory is an improper contention Interrogatory and seeks a legal conclusion, as it calls for  
26 Oracle to define what it "believes" is legal or permissible conduct.

27 Subject to and without waiving its objections, Oracle responds as follows:

28 The Software and Support Materials that a third-party is entitled to access and download

1 on behalf of a customer is determined by, and entirely dependent upon, the customer's license  
2 agreements, including the attached schedules and exhibits, and any support renewal notices sent  
3 to the customer or renewals made by customers, and in the various contracts associated with  
4 access to Customer Connection. Therefore, pursuant to Fed. R. Civ. Proc. Rule 33(d), Oracle  
5 refers defendants to those documents in Oracle's production.

6 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 10:**

7 Subject to and without waiving the above objections, and pursuant to the extensive meet  
8 and confer discussions and agreements as described in more detail above, Oracle further  
9 responds that the Software and Support Materials that a third-party is entitled to access and  
10 download on behalf of a customer is determined by, and entirely dependent upon, the customer's  
11 license agreements, including the attached schedules and exhibits, and any support renewal  
12 notices sent to the customer or renewals made by customers, and in the various contracts  
13 associated with access to Customer Connection. Therefore, pursuant to Fed. R. Civ. Proc. Rule  
14 33(d), Oracle refers defendants to those documents in Oracle's production, including  
15 ORCL00000001 through ORCL00007590.

16 **SECOND SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 10:**

17 Oracle further objects to the extent that supplementation would require Oracle to  
18 summarize the documents and testimony provided on this subject; Oracle cannot and will not and  
19 is not required to do so and incorporates all such evidence by reference into this supplemented  
20 answer. Subject to and without waiving the specific and general objections stated above, Oracle  
21 further responds that, as its witnesses and Defendants' witnesses have repeatedly testified,  
22 everything that an independent third party servicer is entitled to use and do for a particular  
23 customer is determined by, and entirely dependent upon, (a) the customer's license agreements,  
24 including the attached schedules and exhibits, (b) any support renewal notices sent to the  
25 customer or renewals made by customers, and (c) in the various contracts and policies associated  
26 with access to Customer Connection. Therefore, pursuant to Fed. R. Civ. Proc. Rule 33(d),  
27 Oracle refers defendants to those documents in Oracle's production, including at  
28 ORCL00000001 through ORCL00007714, ORCL00051950 through ORCL00052052,

1 ORCL00139148 through ORCL00159820, ORCL00176128 through ORCL00180465 and  
2 ORCL00372975 through ORCL00381654. Any third party servicer who leverages, steals, or  
3 uses Oracle's software, support materials, and other property beyond the allowed terms in those  
4 contracts and/or terms of use is not providing permissible support.

5 **INTERROGATORY NO. 11:**

6 With respect to the Oracle products referred to in the Complaint or at issue in this  
7 litigation, for each customer Oracle believes it has lost to a third-party support vendor, identify  
8 the customer and vendor, describe in as much detail as possible how the vendor provided third-  
9 party support to that customer, including with respect to access to, and Downloading of, the  
10 Software and Support Materials, and the reasons why Oracle lost the customer.

11 **RESPONSE TO INTERROGATORY NO. 11:**

12 In addition to its General Objections, Oracle objects that this Interrogatory is compound,  
13 as it includes three distinct inquiries. Oracle will therefore treat this Interrogatory as though it  
14 were three separate Interrogatories, as follows:

15 **Interrogatory No. 11(a):**

16 With respect to the Oracle products referred to in the Complaint or at issue in this  
17 litigation, for each customer Oracle believes it has lost to a third-party support vendor, identify  
18 the customer and vendor.

19 **Response to Interrogatory No. 11(a):**

20 In addition to its General Objections, Oracle objects that the use of the undefined term  
21 "third-party support vendor" is vague, ambiguous, overbroad, and calls for an unduly  
22 burdensome Response from Oracle. "Third-party support" is not defined and thus Oracle cannot  
23 determine whether the term refers to SAP TN, third-party maintenance providers like SAP TN,  
24 or includes other entities, which would be overbroad. Oracle will therefore interpret "third-party  
25 support" to refer to entities with business models similar to that of SAP TN. Oracle further  
26 objects that this Interrogatory calls for information equally available to defendants. Oracle  
27 further objects that this Interrogatory seeks information that is not relevant to the litigation, nor  
28 likely to lead to the discovery of admissible evidence. Oracle further objects that its

1 investigation into the circumstances related to defendants' intrusion into and theft from Oracle's  
2 systems is not yet complete, including but not limited to its investigation into customers  
3 implicated by defendants' unlawful conduct. Oracle further objects to the extent that this  
4 Interrogatory calls for information protected by the attorney-client or work product privileges.  
5 Oracle further objects to this Interrogatory on the ground that many of the facts concerning  
6 customers lost to third-party support vendors are solely within the knowledge and/or control of  
7 defendants or other third parties. Oracle further objects to the extent the Interrogatory purports  
8 to require Oracle to create a compilation, abstract, or summary from business records that Oracle  
9 has already produced or will produce.

10 Subject to and without waiver of these objections, Oracle responds as follows:

11 Oracle has not conducted a separate investigation into the activities of every third party  
12 support vendor, nor has it performed the technical and contractual analysis of its logs for any  
13 entity other than SAP. However, Oracle is generally aware or believes it may have lost support  
14 customers for its PeopleSoft and JD Edwards brands of software to SAP TN, Rimini Street,  
15 CH2M Hill, Versytec, and netCustomer.

16 Further, pursuant to Fed. R. Civ. Proc. Rule 33(d), Oracle refers defendants to Oracle's  
17 production of the server logs in this matter as they show any access to and downloading from  
18 Customer Connection, including that from third party support vendors such as SAP TN.

19 **Interrogatory No. 11(b):**

20 With respect to the Oracle products referred to in the Complaint or at issue in this  
21 litigation, for each customer Oracle believes it has lost to a third-party support vendor, describe  
22 in as much detail as possible how the vendor provided third-party support to that customer,  
23 including with respect to access to, and Downloading of, the Software and Support Materials.

24 **Response to Interrogatory No. 11(b):**

25 In addition to its General Objections, Oracle objects that the use of the undefined phrases  
26 "third-party support vendor" is vague, ambiguous, overbroad, and calls for an undue  
27 burdensome Response from Oracle. "Third-party support" is not defined and thus Oracle cannot  
28 determine whether the term refers to SAP TN, third-party maintenance providers like SAP TN,

1 or includes other entities, which would be overbroad. Oracle will therefore interpret “third-party  
2 support” to refer to entities with business models similar to that of SAP TN. Oracle further  
3 objects that this Interrogatory calls for information equally available to defendants. Oracle  
4 further objects that this Interrogatory seeks information that is not relevant to the litigation, nor  
5 likely to lead to the discovery of admissible evidence. Oracle further objects that its  
6 investigation into the circumstances related to defendants’ intrusion into and theft from Oracle’s  
7 systems is not yet complete, including but not limited to its investigation into customers  
8 implicated by defendants’ unlawful conduct. Oracle further objects to the extent that this  
9 Interrogatory calls for information protected by the attorney-client or work product privileges.  
10 Oracle further objects to this Interrogatory on the ground that many of the facts concerning how  
11 third-party support vendors support their customers is solely within the knowledge and/or control  
12 of defendants or other third parties. Oracle further objects to the extent the Interrogatory  
13 purports to require Oracle to create a compilation, abstract, or summary from business records  
14 that Oracle has already produced or will produce.

15 Subject to and without waiver of these objections, Oracle responds as follows:

16 Oracle has not undertaken the type of analysis required to respond to this Interrogatory  
17 other than as to SAP. This Interrogatory should be properly directed to the customers and the  
18 third-party support vendors, not Oracle. Pursuant to Fed. R. Civ. Proc. Rule 33(d), Oracle refers  
19 defendants to Oracle’s production of the server logs in this matter as they show how third-party  
20 support vendors such as SAP TN access and download from Customer Connection to support  
21 their customers.

22 **Interrogatory No. 11(c):**

23 With respect to the Oracle products referred to in the Complaint or at issue in this  
24 litigation, for each customer Oracle believes it has lost to a third-party support vendor, describe  
25 in as much detail as possible the reasons why Oracle lost the customer.

26 **Response to Interrogatory No. 11(c):**

27 In addition to its General Objections, Oracle objects that the use of the undefined term  
28 “third-party support vendor” is vague, ambiguous, overbroad, and calls for an unduly

1 burdensome Response from Oracle. “Third-party support” is not defined and thus Oracle cannot  
2 determine whether the term refers to SAP TN, third-party maintenance providers like SAP TN,  
3 or includes other entities, which would be overbroad. Oracle will therefore interpret “third-party  
4 support” to refer to entities with business models similar to that of SAP TN. Oracle further  
5 objects that this Interrogatory calls for information equally available to defendants. Oracle  
6 further objects that this Interrogatory seeks information that is not relevant to the litigation, nor  
7 likely to lead to the discovery of admissible evidence. Oracle further objects that its  
8 investigation into the circumstances related to defendants’ intrusion into and theft from Oracle’s  
9 systems is not yet complete, including but not limited to its investigation into customers  
10 implicated by defendants’ unlawful conduct. Oracle further objects to the extent that this  
11 Interrogatory calls for information protected by the attorney-client or work product privileges.  
12 Oracle further objects to this Interrogatory on the ground that many of the facts concerning  
13 customers lost to third-party support vendors are solely within the knowledge and/or control of  
14 defendants or other third parties. Oracle further objects to the extent the Interrogatory purports  
15 to require Oracle to create a compilation, abstract, or summary from business records that Oracle  
16 has already produced or will produce.

17 Subject to and without waiver of these objections, Oracle responds as follows:

18 Oracle has not undertaken the type of analysis required to respond to this Interrogatory  
19 other than as to SAP. This Interrogatory should be properly directed to the customers and the  
20 third-party support vendors, not Oracle. Reasons could include price, better fit, preference for  
21 another vendor, or defendants’ misleading information about Oracle’s support services and  
22 provision of cut-rate support. Reasons why the customer chose not to renew its support contract  
23 with Oracle may be reflected in the customer’s license agreement file, including correspondence  
24 related to the customer’s support renewal, and therefore, pursuant to Fed. R. Civ. Proc. Rule  
25 33(d), Oracle refers defendants to those documents in Oracle’s production.

26 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 11:**

27 **Supplemental Response to Interrogatory No. 11(a):**

28 Subject to and without waiving the above objections, and pursuant to the extensive meet

1 and confer discussions and agreements as described in more detail above, Oracle further  
 2 responds that pursuant to Fed. R. Civ. Proc. Rule 33(d), Oracle refers defendants to Oracle's  
 3 production of the server logs in this matter, including ORCL00009434, as they show any access  
 4 to and downloading from Customer Connection, including that from third party support vendors  
 5 such as SAP TN.

6 **Supplemental Response to Interrogatory No. 11(b):**

7 Subject to and without waiving the above objections, and pursuant to the extensive meet  
 8 and confer discussions and agreements as described in more detail above, Oracle further  
 9 responds that pursuant to Fed. R. Civ. Proc. Rule 33(d), Oracle refers defendants to Oracle's  
 10 production of the server logs in this matter, including ORCL00009434, as they show how third-  
 11 party support vendors such as SAP TN access and download from Customer Connection to  
 12 support their customers.

13 **Supplemental Response to Interrogatory No. 11(c):**

14 Subject to and without waiving the above objections, and pursuant to the extensive meet  
 15 and confer discussions and agreements as described in more detail above, Oracle further  
 16 responds that reasons why the customer chose not to renew its support contract with Oracle may  
 17 be reflected in the customer's license agreement file, including correspondence related to the  
 18 customer's support renewal, and therefore, pursuant to Fed. R. Civ. Proc. Rule 33(d), Oracle  
 19 refers defendants to those documents in Oracle's production, including ORCL00000001 through  
 20 ORCL00007590.

21 **SECOND SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 11:**

22 Oracle further objects to the extent that supplementation would require Oracle to  
 23 summarize the documents and testimony provided on this subject including extensive Fed. R.  
 24 Civ. Proc. 30(B)(6) testimony and the depositions of **Redacted** ; Oracle  
 25 cannot and will not and is not required to do so and incorporates all such evidence by reference  
 26 into this supplemented answer. Subject to and without waiving the specific and general  
 27 objections stated above, Oracle further responds that customers Oracle believes it has lost to  
 28 third-party support vendors include those on Defendant TomorrowNow, Inc.'s Supplement