

EXHIBIT C

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

ORACLE CORPORATION, a)
. Delaware corporation, ORACLE)
USA, INC., a Colorado)
. corporation, and ORACLE)
INTERNATIONAL CORPORATION, a)
. California corporation,)

)
. Plaintiffs,)
)
. vs.) No. 07-CV-1658 (PJH)

)
. SAP AG, a German corporation,)
SAP AMERICA, INC., a Delaware)
. corporation, TOMORROWNOW,)
INC., a Texas corporation, and)
. DOES 1-50, inclusive,)
)
. Defendants.)

_____)

VIDEOTAPED 30(b)(6) DEPOSITION OF
ORACLE INTERNATIONAL CORPORATION
THROUGH ITS DESIGNEE
UYEN NGOC ANN KISHORE

TUESDAY, APRIL 14, 2009

HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY
REPORTED BY: HOLLY THUMAN, CSR No. 6834, RMR, CRR
(1-417372)

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Q. Okay. So does that mean of the -- well,
what's the PeopleSoft application revenue and
related support? Is that a calculated number that
you have to calculate under the agreement?
A. So "PeopleSoft Application Revenue" is
defined here in the agreement. And it means net
revenue received from the following product lines:
PeopleSoft Enterprise and J.D. Edwards

1 EnterpriseOne.

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Q. Okay. Did you track the R&D costs related to JDE World as part of the administration of the Cost Sharing Agreement?

A. Yes.

Q. And why?

A. Because JDE World is not part of the definition of "research activity."

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18 Q. Was Baker & McKenzie serving as counsel to

19 someone in connection with this matter, matter I

20 mean being the setting of that royalty rate?

21 A. Baker -- I don't know the answer to that

22 question. Could you maybe rephrase it?

23 Q. Was Baker & McKenzie representing some

24 Oracle entity in connection with the computer

25 software buy-in agreement you mentioned?

1 A. I don't know.

2 Q. Was Baker and -- what is your understanding
3 as to why Baker & McKenzie provided you with a
4 spreadsheet of financial information?

5 A. Sure. So we asked Baker & McKenzie to
6 assist us in determining the appropriate royalty
7 rate associated with this particular agreement.

8 Q. In that capacity, did you understand Baker
9 & McKenzie was representing some Oracle entity?

10 A. No.

11 Q. Okay. Well, what is your understanding of
12 why they were doing what they were doing if they
13 weren't counsel?

14 A. Well, we asked them to assist us with
15 determining the appropriate royalty rate hereunder.
16 They did assist us as well in drafting the
17 agreement, and we asked them to assist us in
18 determining the dollar amount associated with the
19 royalty payment hereunder.

20 Q. And -- but they were not acting as your
21 attorneys in that capacity?

22 A. I'm sorry, I thought you were asking if I
23 knew which entity Baker was acting in its capacity
24 as, and I -- to be honest, I don't know which Oracle
25 entity.

1 Q. But it was some Oracle entity?

2 A. Yes, because Oracle asked them.

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MR. McDONELL: Q. So you've told us that there is some license between OIC and a third party of intellectual property. Right?

A. Yes.

Q. Did that information get told to you by an attorney?

MR. HOWARD: You can answer that "yes" or "no."

THE WITNESS: Yes.

MR. McDONELL: Q. Who was the attorney?

A. T.J.

Q. When was that told to you?

A. Within this year.

Q. Did he tell you that the information -- the fact of there being such a license with a third party was privileged and confidential?

MR. HOWARD: I'm going to instruct you not to answer that question on grounds of attorney-client privilege.

Now you are getting into the content of the

1 communication, Counsel.

2 MR. McDONELL: I have to test whether it's
3 really privileged.

4 MR. HOWARD: Well, you've laid your
5 foundation as to the participants in the
6 conversation.

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MR. McDONELL: Q. Was the memo given to you by Baker & McKenzie?

A. Yes.

Q. Did it contain legal advice, or was it just a quantitative calculation?

A. It does contain legal advice.

Q. Did you consider it to be confidential at the time they gave it to you?

A. Yes.

Q. Have you kept it confidential since the time you received it?

A. Yes.

Q. Was it your expectation when you received

1 it that you might have to turn it over to auditors
2 from the State of California Franchise Tax Board?

3 MR. HOWARD: Objection. Calls for
4 speculation.

5 THE WITNESS: It was not my expectation.

6 MR. McDONELL: Q. Was it your expectation
7 that you might have to turn it over to any taxing
8 authorities?

9 A. Yes.

10 Q. Okay. Which taxing authorities?

11 A. The Internal Service Revenue.

12 Q. Have you turned it over to the IRS?

13 A. No. I'm sorry, it's Internal Revenue
14 Service. I'm sorry.

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