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18 TOMORROWNOW, INC.

19 UNITED STATES DISTRICT COURT

20 NORTHERN DISTRICT OF CALIFORNIA

21 SAN FRANCISCO DIVISION

22 ORACLE USA, INC., et al.,

23 Plaintiffs,

24 v.

25 SAP AG, et al.,

26 Defendants.

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

**[CORRECTED] EXHIBIT L-2
TO THE DECLARATION OF JOSHUA
L. FUCHS IN SUPPORT OF
DEFENDANTS' OPPOSITION TO
PLAINTIFFS' MOTION TO AMEND
COMPLAINT**

Date: August 19, 2009

Time: 9:00 a.m.

Courtroom: 5, 17th Floor

Judge: Hon. Phyllis J. Hamilton

EXHIBIT L-2



REDACTED



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APPENDIX A,
effective June 8, 2007 ("Appendix"),
to
TomorrowNow, Inc. ("TOMORROWNOW") Support services agreement,
effective June 8, 2007 ("Agreement"), with
REDACTED ("Client")

This Appendix is hereby annexed to and made a part of the Agreement specified above. In each instance in which provisions of this Appendix contradict or are inconsistent with the provisions of the Agreement, the provisions of this Appendix shall prevail and govern. The parties hereby agree as follows:

1. Covered Products.

A. Production System.

Production Database #1 (HCM)	
IT System Physical Location:	United States
Support Team Location:	United States
Support Team Language(s):	American English (only)
Hardware Platform:	IBM
Database Platform:	Oracle/SQL Server
Operating System:	AIX/Windows
System Access Option:	Access to Software Copies, and/or Remote Access to Client-Hosted System
Supported Language Objects:	American English
Customizations:	Client (All)
Interface Responsibility:	Client (All)
Production Database #2 (FMD)	
IT System Physical Location:	United States
Support Team Location:	United States
Support Team Language(s):	American English (only)
Hardware Platform:	IBM
Database Platform:	Oracle
Operating System:	AIX
System Access Option:	Access to Software Copies, and/or Remote Access to Client-Hosted System
Supported Language Objects:	American English
Customizations:	Client (All)
Interface Responsibility:	Client (All)

B. Covered Products. The Covered Products are the products listed in the table, limited to the database platform, operating system, hardware, and languages specified in section 1(A), with Tax and Regulatory Coverage as listed in the table below and as consistent with the standard product as delivered by PeopleSoft.

REDACTED

TOMORROW NOW

Covered Product (PeopleSoft)	Current Release and Patch Level	Possible Future Release(s) ¹	Production Database Number	Tax & Regulatory Geographic Coverage by Country
PeopleSoft Human Resources	8.3 SP1	8.8 SP1, 8.9 MP1	1	United States
PeopleSoft Payroll for North America	8.3 SP1	8.8 SP1, 8.9 MP1	1	United States
PeopleSoft Time and Labor	8.3 SP1	8.8 SP1, 8.9 MP1	1	United States
PeopleSoft General Ledger	8.4 SP1	8.8 SP1, 8.9 MP1	2	United States
PeopleSoft Receivables	8.4 SP1	8.8 SP1, 8.9 MP1	2	N/A
PeopleSoft Payables	8.4 SP1	8.8 SP1, 8.9 MP1	2	United States
PeopleSoft Asset Management	8.4 SP1	8.8 SP1, 8.9 MP1	2	United States
PeopleSoft Project Costing	8.4 SP1	8.8 SP1, 8.9 MP1	2	N/A
PeopleSoft Order Management	8.4 SP1	8.8 SP1, 8.9 MP1	2	N/A
PeopleSoft Billing	8.4 SP1	8.8 SP1, 8.9 MP1	2	N/A
PeopleSoft Purchasing	8.4 SP1	8.8 SP1, 8.9 MP1	2	N/A
PeopleSoft Inventory	8.4 SP1	8.8 SP1, 8.9 MP1	2	N/A
PeopleSoft Production Planning	8.4 SP1	8.8 SP1, 8.9 MP1	2	N/A
PeopleSoft Bills and Routings	8.4 SP1	8.8 SP1, 8.9 MP1	2	N/A
PeopleSoft Production Planning - Advanced	8.4 SP1	8.8 SP1, 8.9 MP1	2	N/A
PeopleSoft Enterprise Planning	8.4 SP1	8.8 SP1, 8.9 MP1	2	N/A
PeopleSoft Production Management	8.4 SP1	8.8 SP1, 8.9 MP1	2	N/A
PeopleSoft Cost Management	8.4 SP1	8.8 SP1, 8.9 MP1	2	N/A
PeopleSoft PeopleTools	8.x	None	1 and 2	N/A

C. **Initial Support Period.** The Initial Support Period for the Services is as set forth in this Section 1(C).

Starting at one minute past midnight United States Central time on: June 15, 2007	Ending at one minute before midnight United States time on: June 14, 2012
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2. **Services.** Services provided pursuant to this Appendix shall include:

A. **Product Support.** TomorrowNow will provide product diagnostic services, product fixes, and/or operational workarounds for Serious Issues (as defined herein) identified for the Covered Products.

i. **Support for Serious Issues.** TomorrowNow will only attempt to diagnose and create fixes and/or workarounds for Serious Issues. A "Serious Issue" is defined as a code defect that meets all of the following criteria: the code defect is (i) found by Client in the online or batch code of Covered Products in an un-customized PeopleSoft DEMO database or in un-customized updates and fixes provided to Client by PeopleSoft up through the date that Client terminates its Support Services Agreement with Oracle for Covered Products; (ii) comes to Client's attention during the Support Period; (iii)

¹ TomorrowNow will make available to Client support for the 9.x release if and when such support is made generally available for other clients on the same release and service pack and for which Client has taken delivery of Covered Products prior to the end of maintenance with Oracle.

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TOMORROW NOW

APPENDIX B
effective June 8, 2007 ("Appendix"),
to

TomorrowNow, Inc. ("TOMORROWNOW") Support services agreement,
effective June 8, 2007 ("Agreement"), with
REDACTED ("Client")

This Appendix is hereby annexed to and made a part of the Agreement specified above. In each instance in which provisions of this Appendix contradict or are inconsistent with the provisions of the Agreement, the provisions of this Appendix shall prevail and govern. The parties hereby agree as follows:

1. Covered Products.

A. Production System.

Production Database #3 (CRM)	
IT System Physical Location:	United States
Support Team Location:	United States
Support Team Language(s):	American English (only)
Hardware Platform:	IBM
Database Platform:	Oracle
Operating System:	AIX
System Access Option:	Access to Software Copies, and/or Remote Access to Client-Hosted System
Supported Language Objects:	American English
Customizations:	Client (All)
Interface Responsibility:	Client (All)

B. Covered Products. The Covered Products are the products listed in the table, limited to the database platform, operating system, hardware, and languages specified in section 1(A), with Tax and Regulatory Coverage as listed in the table below and as consistent with the standard product as delivered by PeopleSoft.

Covered Product (PeopleSoft)	Current Release and Patch Level	Possible Future Release(s) ²	Production Database Number	Tax & Regulatory Geographic Coverage by Country
PeopleSoft CRM Support	8.4 SP1	8.8 SP1, 8.9 MP1	3	N/A
PeopleSoft CRM CTI Integration	8.4 SP1	8.8 SP1, 8.9 MP1	3	N/A
PeopleSoft CRM Interaction Management	8.4 SP1	8.8 SP1, 8.9 MP1	3	N/A
PeopleSoft PeopleTools	8.x	None	3	N/A

C. Initial Support Period. The Initial Support Period for the Services is as set forth in this Section 1(C).

² TomorrowNow will make available to Client support for the 9.x release if and when such support is made generally available for other clients on the same release and service pack and for which Client has taken delivery of Covered Products prior to the end of maintenance with Oracle.