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 19 Oracle EMEA Limited, and Siebel Systems, Inc.

20 UNITED STATES DISTRICT COURT
 21 NORTHERN DISTRICT OF CALIFORNIA
 22 OAKLAND DIVISION

23 ORACLE USA, INC., *et al.*,
 24 Plaintiffs,
 25 v.
 26 SAP AG, *et al.*,
 27 Defendants.

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

**DECLARATION OF THOM O'NEILL
 IN SUPPORT OF ORACLE'S
 MOTION FOR PARTIAL SUMMARY
 JUDGMENT**

1 I, Thom O'Neill, declare as follows:

2 1. I am Senior Manager of Global Imaging at Oracle America, Inc., the
3 successor-in-interest to Oracle USA, Inc. ("Oracle"). As Senior Manager of Global Imaging, I
4 am responsible for managing the imaging database on which Oracle maintains copies of its
5 license agreements with its customers. I joined Oracle Corporation in June 1990 and have been
6 employed by Oracle, or one of its predecessor entities, since that time. I have personal
7 knowledge of the facts set forth in this declaration and would competently testify to them if
8 called upon to do so.

9 2. I am the duly authorized custodian of records for Oracle for license
10 agreements between Oracle (including PeopleSoft) and its customers. In the ordinary course of
11 its business, Oracle maintains copies of all of its customer software licenses with its customers,
12 and I am familiar with the databases in which these licenses are stored. It is the regular practice
13 at Oracle, and has been since at least 1994, to maintain its customer software license agreements
14 in these systems.

15 3. Customer software license agreements, including those referred to in
16 Paragraphs 4 and 5 below, are prepared in the ordinary course of business by authorized persons
17 at Oracle at or near the time the agreements are negotiated and executed. After being executed,
18 the agreements are scanned and stored in these databases by Oracle employees with a business
19 duty to do so.

20 4. The documents attached as Exhibits A (ORCL00049776 through
21 ORCL00049788), B (ORCL00049792 through ORCL00049794), and C (ORCL00049796
22 through ORCL00049798) are true and correct copies of provisions of the license agreement
23 between Oracle and Safeway Stores, Inc. related to the PeopleSoft HRMS 7.02 and 7.51
24 applications (amongst others). Oracle has redacted certain pricing and customer contact
25 information. These documents are maintained by Oracle in the ordinary course of business.

26 5. The document attached as Exhibit D (ORCL00081369 through
27 ORCL00081392) is a true and correct copy of provisions of the license agreement between
28 Oracle and Washington Gas Light Company related to the PeopleSoft HRMS 7.02 and 7.51

1 applications (amongst others). Oracle has redacted certain pricing information. This document
2 is maintained by Oracle in the ordinary course of business.

3 I declare under penalty of perjury under the laws of the United States that the
4 foregoing is true and correct and that this declaration is executed at Rocklin, California, on
5 March 1, 2010.

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8 THOM O'NEILL
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