

EXHIBIT EE

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

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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.)
)

DEPOSITION OF
SETH ADAM RAVIN

Thursday, May 21, 2009

Volume 1

(Pages 1 - 275)

HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY

REPORTED BY: COREY W. ANDERSON, CSR 4096 (419096)

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Let me show you what we will mark as
Exhibit 1325.
(Whereupon, Exhibit 1325 was marked
for identification)
MR. COWAN: Q. Take a moment to look at
that document.
A. Okay.

15:11:09 1 (Pause)

15:12:36 2 A. Okay.

15:12:37 3 Q. It appears to be an e-mail chain that --

15:12:40 4 in which you were brought into the loop by a

15:12:42 5 gentleman by the name of Mr. Gregory Stevenson at

15:12:44 6 PeopleSoft.

15:12:45 7 Is that correct?

15:12:46 8 A. Yes.

15:12:49 9 Q. Do you recall working with Mr. Gregory

15:12:52 10 Stevenson when you were an employee of PeopleSoft?

15:12:55 11 A. I didn't remember.

15:12:56 12 Q. Okay. Do you recall this communication

15:13:01 13 now that you have been shown Exhibit 1325?

15:13:03 14 A. Yes, I do.

15:13:05 15 Q. Earlier in your testimony Mr. Howard had

15:13:08 16 asked you questions about your contacts with

15:13:10 17 PeopleSoft, and you had referenced a contact

15:13:13 18 relating to a specific customer, but could not

15:13:16 19 recall who that contact at PeopleSoft was.

15:13:19 20 Does Exhibit 1325 refresh your

15:13:22 21 recollection?

15:13:22 22 A. Yes.

15:13:23 23 Q. And who was that contact?

15:13:25 24 A. Greg Stevenson.

15:13:28 25 Q. And let's go back to the first part of

15:13:31 1 this e-mail chain. There is an e-mail from Shelley
15:13:44 2 Nelson to Steven Liptak dated Tuesday, April 20th,
15:13:51 3 2004.

15:13:53 4 Do you see that?

15:13:54 5 A. Yes.

15:13:56 6 Q. Do you know who Mr. Liptak is?

15:13:59 7 A. I recall he was an employee of Lockheed
15:14:02 8 Martin.

15:14:02 9 Q. Okay. And Ms. Nelson is referencing an
15:14:07 10 extended support kickoff call.

15:14:11 11 You see that?

15:14:13 12 A. Yes.

15:14:13 13 Q. Was that a typical communication, to your
15:14:28 14 knowledge, that TomorrowNow would have with its
15:14:30 15 customers, follow-up communication after having an
15:14:33 16 extended support kickoff call?

15:14:36 17 A. It looks fairly standard, yes.

15:14:47 18 Q. And it references that Andrew Nelson
15:14:49 19 mentioned during that call that TomorrowNow's
15:14:51 20 standard procedure was to get a copy of Lockheed
15:14:53 21 Martin's PeopleSoft demo software CDs in order to
15:14:56 22 install a demo support environment at TomorrowNow on
15:15:00 23 Lockheed Martin's behalf.

15:15:02 24 Correct?

15:15:03 25 A. Yes.

15:15:06 1 Q. And the e-mail chain above that, the
15:15:09 2 following day, April 24, 2004, appears to be Terry
15:15:15 3 Wagner at Lockheed Martin forwarding Ms. Nelson's
15:15:19 4 e-mail to Greg Stevenson at PeopleSoft.

15:15:23 5 Correct?

15:15:25 6 A. That's what it appears to be.

15:15:33 7 Q. And it's a request that says "In order for
15:15:36 8 Lockheed Martin to engage TomorrowNow for continued
15:15:38 9 support of the version 7.5 tax updates, we need to
15:15:42 10 have PeopleSoft's authorization to provide the CDs
15:15:45 11 they requested."

15:15:47 12 See that?

15:15:48 13 A. Yes.

15:15:48 14 Q. And in the very next e-mail chain or chain
15:15:53 15 in that e-mail, same day, is where Mr. Stevenson is
15:16:00 16 forwarding to you that question saying "Does the
15:16:06 17 following e-mail make sense? Why would we need to
15:16:09 18 provide authorization?"

15:16:11 19 Do you see that?

15:16:12 20 A. Yes.

15:16:12 21 Q. Do you recall responding to Mr. Stevenson?

15:16:14 22 A. Yes.

15:16:14 23 Q. And what did you tell him?

15:16:18 24 A. I told him I didn't know why there would
15:16:20 25 need to be an authorization either, to the best of

15:16:22 1 my knowledge, since they already have the rights to
15:16:25 2 choose whoever they want and have their software
15:16:28 3 worked on by whoever they want.

15:16:29 4 Q. And what was his response?

15:16:31 5 A. I believe his response was he told
15:16:34 6 Lockheed Martin it was fine and they went ahead and
15:16:37 7 shipped the software.

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Q. All right. And could you read the second paragraph, please?

A. "PeopleSoft's Greg Stevenson then wrote me and asked me if they need to provide authorization. Greg Stevenson of PeopleSoft followed up a few minutes later by phone and he said he was going to let Lockheed Martin know that there were no issues with them sending us the CDs."

Q. And does that accurately reflect to the best of your recollection what Greg Stevenson at PeopleSoft told you?

A. To my recollection, yes.

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CERTIFICATE OF REPORTER

I, COREY ANDERSON, a Certified Shorthand Reporter, hereby certify that the witness in the foregoing deposition was by me duly sworn to tell the truth, the whole truth, and nothing but the truth in the within-entitled cause;

That said deposition was taken down in shorthand by me, a disinterested person, at the time and place therein stated, and that the testimony of the said witness was thereafter reduced to typewriting, by computer, under my direction and supervision;

That before completion of the deposition, review of the transcript was was not requested. If requested, any changes made by the deponent (and provided to the reporter) during the period allowed are appended hereto.

I further certify that I am not of counsel or attorney for either or any of the parties to the said deposition, nor in any way interested in the event of this cause, and that I am not related to any of the parties thereto.

DATED: May 26, 2009

Corey Anderson
COREY ANDERSON, CSR No. 4096

In The Matter Of:

Oracle

v.

SAP

SETH RAVIN - Vol. 2

July 21, 2010

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MR. COWAN: Q. Prior to Mr. Howard's

11:35:53 1 questioning of you today regarding Rimini Street's
11:35:58 2 business model, have you engaged in dialogue, either
11:36:03 3 with Mr. Howard or other lawyers for Oracle,
11:36:04 4 regarding how Rimini Street performs its business?

11:36:11 5 A. Yes.

11:36:13 6 Q. Okay. When was the first time you had
11:36:15 7 such a contact?

11:36:16 8 A. What type of -- are you being specific
11:36:19 9 with whether by written or verbal?

11:36:21 10 Q. Any type of communication from Oracle or
11:36:23 11 its lawyers inquiring about how Rimini Street
11:36:26 12 performed its service to its customers.

11:36:31 13 A. Specifically regarding the, how we perform
11:36:35 14 our services and how we structure and use Oracle
11:36:38 15 products within our support environment --

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11:37:13 3 Q. When was the first time you have ever had

11:37:16 4 any communication with Oracle or its lawyers

11:37:17 5 regarding the manner in which Rimini Street provides

11:37:21 6 service to its customers?

11:37:25 7 A. The first -- the first communication we

11:37:29 8 received was actually from Siebel's attorneys back

11:37:32 9 in September of 2005 immediately following the

11:37:38 10 launch of Rimini Street.

11:37:40 11 (Deposition Exhibit 947

11:37:40 12 was marked for identification.)

11:37:40 13 MR. COWAN: Q. I am going to show you

11:37:55 14 what we have marked as Exhibit 947, which is a press

11:37:58 15 release that came off of the Rimini web site dated

11:38:02 16 March 29, 2010, that I printed yesterday.

11:38:17 17 Take a moment to look at that. My first

11:38:19 18 question to you is going to be, is this in fact a

11:38:24 19 press release off of Rimini Street's web site that

11:38:28 20 currently exists and was posted on or about

11:38:31 21 March 29, 2010?

11:38:34 22 A. You said you were representing you took

11:38:37 23 this yesterday?

11:38:37 24 Q. Yeah, I took this snapshot yesterday. But

11:38:42 25 it's dated March 29, 2010, so presumably this was

11:38:46 1 posted around that time.

11:38:48 2 A. This appears to be a press release we put
11:38:50 3 out on or around that date.

11:38:51 4 Q. And did you review the press release prior
11:38:54 5 to its issuance on March 29, 2010?

11:38:57 6 A. Yes, I would have.

11:38:58 7 Q. And did you see anything in the press
11:39:00 8 release as it's currently posted that you believe is
11:39:03 9 in any way inaccurate?

11:39:05 10 A. No.

11:39:07 11 Q. You mentioned in my questioning regarding
11:39:11 12 when was the first time anyone at Oracle or its
11:39:13 13 lawyers approached Rimini Street regarding how
11:39:16 14 Rimini Street provides its service to customers.
11:39:18 15 You mentioned the time period of September 2005. Do
11:39:23 16 you recall that?

11:39:24 17 A. Yes.

11:39:28 18 Q. The second bolded heading on this press
11:39:30 19 release on the first page of Exhibit 947 says,
11:39:36 20 "Oracle has a Long History of Trying to Stifle
11:39:39 21 Rimini Street Competition." Do you see that?

11:39:41 22 A. Yes.

11:39:41 23 Q. And the second paragraph under that it
11:39:43 24 says, "Initially, beginning in September 2005."

11:39:47 25 A. Yes.

11:39:48 1 Q. Is that the same instance that you were --
11:39:50 2 that you testified about earlier, about the initial
11:39:53 3 contact from Siebel?

11:39:54 4 A. Yes.

11:39:58 5 Q. And what, as you sit here today, is your
11:40:01 6 best recollection of what that communication from
11:40:02 7 Siebel was in September 2005?

11:40:09 8 A. That communication from Siebel was saying
11:40:11 9 that Rimini Street couldn't operate its business as
11:40:14 10 advertised, claiming that we were false and
11:40:18 11 misleading advertising, that we weren't permitted to
11:40:22 12 provide the service that we were going to provide,
11:40:24 13 that we had launched, due to a variety of terms that
11:40:27 14 they had cited in their letter.

11:40:29 15 Q. And did Rimini Street or its lawyers
11:40:35 16 respond to that inquiry?

11:40:38 17 A. Yes.

11:40:38 18 Q. And what is the substance -- what was the
11:40:39 19 substance of that initial response?

11:40:41 20 A. That the positions held by Siebel were not
11:40:47 21 valid, and that we were absolutely moving forward
11:40:50 22 with providing the service as designated and as
11:40:54 23 advertised, and that there were no false or
11:40:56 24 misleading statements. And we provided proof points
11:41:00 25 in response to every point raised in the Siebel

11:41:04 1 letter.

11:41:09 2 Q. And here on Exhibit 947 it indicates that
11:41:12 3 Rimini Street at that time repeatedly offered to
11:41:16 4 meet and discuss any questions or concerns that
11:41:18 5 Oracle might have about Rimini Street processes and
11:41:20 6 procedures. Is that true?

11:41:22 7 A. Yes, in every letter exchanged from that
11:41:28 8 point forward over the course of five years we
11:41:30 9 offered to meet and resolve any open issues or
11:41:33 10 questions.

11:41:34 11 Q. And did you have any such meetings?

11:41:35 12 A. There was a meeting between counsel of
11:41:41 13 Oracle and our counsel in January of 2009.

11:41:43 14 Q. All right. We will get to that as we go
11:41:45 15 through the chronology, but for now I want to stay
11:41:48 16 based on Exhibit 947, the chronology presented here.
11:41:53 17 Okay?

11:41:54 18 A. Yes.

11:41:58 19 Q. How did the initial letter from Siebel
11:42:00 20 that Rimini Street received in September of 2005 get
11:42:05 21 resolved, the issues presented in that letter? Was
11:42:08 22 there any resolution to them?

11:42:11 23 A. There were additional letter exchanges
11:42:14 24 that happened of disagreement. But there was
11:42:20 25 eventually an agreement by both sides to simply stop

11:42:24 1 what they were referring to as a letter-writing

11:42:28 2 campaign back and forth.

11:42:29 3 Q. Was there any -- did Rimini Street change

11:42:31 4 in any way the manner in which it was providing its

11:42:34 5 services to its Siebel customers?

11:42:36 6 A. Not at all.

11:42:38 7 Q. Did anyone at Siebel at that time ask

11:42:42 8 Rimini Street or provide any specifics about how

11:42:44 9 Rimini Street should change the way it provided its

11:42:47 10 services to its customers, its Siebel customers?

11:42:50 11 A. No.

11:42:54 12 Q. So for about -- as you sit here today,

11:42:57 13 what -- can you recall about how long did this

11:43:01 14 exchange occur between Rimini Street and Siebel that

11:43:05 15 began in 2000 -- in September 2005?

11:43:05 16 A. Well, Siebel became Oracle, I believe, in

11:43:07 17 January 2006. And the continuation of all

11:43:10 18 communication after January 2006 was with Oracle

11:43:15 19 legal.

11:43:15 20 Q. And I think -- for how long after

11:43:16 21 January 2006, when Oracle began completing the

11:43:21 22 acquisition of Siebel, were you communicating with

11:43:23 23 Oracle about the issues first raised in September of

11:43:26 24 2005?

11:43:28 25 A. I would say those became a long-running

11:43:32 1 dialogue of back-and-forth disagreements, all the
11:43:36 2 way up until Oracle filed litigation against Rimini
11:43:40 3 Street in January 2010.

11:43:42 4 Q. Okay. So there never was a period, at
11:43:44 5 least in your mind, where there wasn't some ongoing
11:43:47 6 dialogue between you on behalf of Rimini and either
11:43:52 7 business executives or lawyers on behalf of Oracle?

11:43:55 8 MR. HOWARD: Objection. Mischaracterizes
11:43:57 9 the testimony.

11:43:59 10 MR. COWAN: And let me just back up.

11:44:00 11 Q. What I am trying to understand is, you
11:44:02 12 have got a date here in the Rimini Street March 29,
11:44:08 13 2010 press release that's Exhibit 947 that says
11:44:11 14 initially beginning in September 2005.

11:44:15 15 You have already testified that there was
11:44:17 16 a period at which both sides said, "Let's stop the
11:44:20 17 letter-writing campaign." Right?

11:44:22 18 A. Yes.

11:44:23 19 Q. When was that?

11:44:23 20 A. I believe that occurred in 2006.

11:44:30 21 Q. And from the time -- do you recall a
11:44:33 22 season when that may have happened, winter, spring,
11:44:37 23 fall?

11:44:37 24 A. No, sorry, I do not.

11:44:39 25 Q. After that stopped, sometime in 2006, is

11:44:42 1 this June 2007 incident that's mentioned here on
11:44:46 2 Exhibit 947 the next instance where there was some
11:44:51 3 communication between Oracle and Rimini Street
11:44:54 4 regarding the way Rimini provided its services?

11:44:57 5 A. I believe so.

11:45:01 6 Q. Okay. Can you just read the paragraph
11:45:03 7 that begins "In June 2007," please?

11:45:06 8 A. "In June 2007, Oracle interfered with
11:45:14 9 authorized work on behalf of Rimini Street clients
11:45:16 10 by changing its website usage terms. Rimini Street
11:45:20 11 wrote Oracle about the anticompetitive tactic
11:45:24 12 against Rimini Street and informed Oracle that the
11:45:26 13 change was likely a breach of Oracle's client
11:45:30 14 license agreements, which expressly prevent service
11:45:34 15 rights degradation. As such, the changes were not
11:45:36 16 enforceable."

11:45:38 17 Q. Besides what you just read, as you sit
11:45:39 18 here today, what else do you recall about this
11:45:43 19 particular incident?

11:45:47 20 A. We had raised several issues with Oracle
11:45:49 21 about the way it was, we saw, changing its web site,
11:45:53 22 which we believed was strictly to reduce the ability
11:45:56 23 of other competitors to compete in the software
11:46:01 24 maintenance arena for customers.

11:46:10 25 Q. And did the exchange that began in

11:46:13 1 June 2007 reach any resolution --

11:46:16 2 A. No.

11:46:16 3 Q. -- on that issue?

11:46:20 4 A. No.

11:46:20 5 Q. Or on any issue?

11:46:24 6 A. No.

11:46:27 7 Q. Was there any other exchange that you

11:46:29 8 had -- and how long did that go on relative to the

11:46:32 9 web site usage terms? It began in June 2007. When

11:46:38 10 did it end?

11:46:39 11 A. I don't think it ended, ever, because we

11:46:41 12 still didn't agree that those changes were

11:46:45 13 enforceable. So we continued to disagree on those

11:46:49 14 points.

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11:47:04 20 Q. Was there any other specific topic or

11:47:06 21 issue on which either Rimini Street engaged Oracle

11:47:09 22 or Oracle engaged Rimini Street that occurred

11:47:14 23 between June 2007 and 2008 besides the web site

11:47:20 24 usage terms that you have previously read into the

11:47:23 25 record?

11:47:23 1 A. I am sorry. Could you be more specific?

11:47:25 2 Q. Yeah, that was a mouthful.

11:47:27 3 Was there any other specific topic or
11:47:29 4 issue on which either Rimini Street engaged Oracle
11:47:32 5 or Oracle engaged Rimini Street between June 2007
11:47:36 6 and December 2008 besides the web site usage terms
11:47:41 7 that's described here in the third paragraph of the
11:47:44 8 second bullet on Exhibit 947?

11:47:51 9 A. Well, I believe in our letters to Oracle
11:47:52 10 we had raised other concerns around things such as
11:47:57 11 license set usage, changes in support terms for
11:48:00 12 customers who were acquired under license agreements
11:48:03 13 with formerly separate companies, and I believe
11:48:06 14 several other issues that I can't recollect at the
11:48:08 15 moment.

11:48:09 16 Q. Okay. The next entry here on Exhibit 947,
11:48:11 17 which is the Rimini Street March 29, 2010 press
11:48:15 18 release, it says, "In December 2008, Oracle
11:48:18 19 escalated its tactics by intentionally blocking
11:48:22 20 Rimini Street's IP addresses and interfering with
11:48:26 21 Rimini Street's authorized work on behalf of a large
11:48:29 22 client switching from Oracle to Rimini Street
11:48:32 23 support." Do you see that?

11:48:33 24 A. Yes.

11:48:34 25 Q. Is that true?

11:48:35 1 A. Yes.

11:48:37 2 Q. And then it reads, "After correspondence
11:48:39 3 from both the client and Rimini Street demanding
11:48:43 4 Oracle cease and desist, Oracle stopped the
11:48:45 5 interference." Is that true?

11:48:47 6 A. We were able to continue our work.

11:48:50 7 Q. What else besides what's stated here on
11:48:52 8 Exhibit 947 do you recall about this particular
11:48:59 9 issue?

11:49:01 10 A. This particular issue in December 2008 led
11:49:04 11 to a phone call between Oracle counsel and Rimini
11:49:08 12 Street counsel in January 2009.

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Q. The last thing that's mentioned here under this second bullet point of Exhibit 947, which is the March 29, 2010 Rimini Street press release, refers to when Oracle sued Rimini Street in January of 2010; correct?

A. Yes.

Q. Aside from the exchange between the

11:55:06 1 lawyers in that litigation, has there been any --
11:55:10 2 relative to the progress of that litigation, has
11:55:12 3 there been any other discussions between Rimini
11:55:16 4 Street and Oracle about Rimini Street's processes
11:55:23 5 and procedures of how it services its customers --

11:55:26 6 A. No.

11:55:27 7 Q. -- outside of the litigation?

11:56:02 8 Other than what you have already testified
11:56:04 9 to in terms of the exchanges between anyone at
11:56:06 10 Siebel, PeopleSoft, JDEdwards, and ultimately Oracle
11:56:09 11 and Rimini Street regarding how Rimini Street
11:56:14 12 provides service to its customers under those
11:56:16 13 product lines, is there any other exchange not
11:56:19 14 mentioned in the press release or what you have
11:56:21 15 already testified to on these specific issues that
11:56:24 16 you can recall as you sit here today?

11:56:28 17 A. No, I think all of our communications were
11:56:30 18 either through the documents described or the single
11:56:33 19 phone call between counsel for Rimini Street and
11:56:36 20 Oracle.

11:56:59 21 Q. On Exhibit 947, if you will look back,
11:57:01 22 under the third bullet point, it says, "Oracle
11:57:04 23 Chooses Competition in the Courtroom Rather than the
11:57:06 24 Marketplace." Do you see that?

11:57:07 25 A. Yes.

11:57:09 1 Q. The paragraph -- can you just read the
11:57:12 2 paragraph below that?

11:57:15 3 A. "In February 2009, Rimini Street sought to
11:57:18 4 stop Oracle's campaign of anticompetitive actions
11:57:21 5 once and for all by again requesting and finally
11:57:25 6 being granted a call with Oracle representatives.
11:57:28 7 On the call, Rimini Street offered to share Rimini
11:57:32 8 Street internal information and/or work out an
11:57:35 9 agreement that would utilize an independent third
11:57:37 10 party auditor reporting back to both parties to
11:57:40 11 confirm Rimini Street's compliance with its standard
11:57:44 12 processes and procedures. Oracle never responded to
11:57:46 13 any of Rimini Street's proposals."

11:57:50 14 Q. And that sounds like the incident that we
11:57:53 15 have already discussed and you have already
11:57:55 16 testified about. Correct?

11:57:58 17 A. Yes. I thought it was January, but I
11:58:00 18 guess it was February 2009.

11:58:03 19 Q. No, it was not. That was going to be my
11:58:03 20 follow-up question.

11:58:03 21 So everything that you have testified to
11:58:06 22 this point in your deposition when you were
11:58:06 23 referencing the January 2009 call was actually in
11:58:09 24 February.

11:58:10 25 A. Yes.

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CERTIFICATE OF REPORTER

I, SARAH LUCIA BRANN, a Certified Shorthand Reporter, hereby certify that the witness in the foregoing deposition was by me duly sworn to tell the truth, the whole truth, and nothing but the truth in the within-entitled cause;

That said deposition was taken in shorthand by me, a disinterested person, at the time and place therein stated, and that the testimony of the said witness was thereafter reduced to typewriting, by computer, under my direction and supervision;

That before completion of the deposition, review of the transcript [X] was [] was not requested. If requested, any changes made by the deponent (and provided to the reporter) during the period allowed are appended hereto.

I further certify that I am not of counsel or attorney for either or any of the parties to the said deposition, nor in any way interested in the event of this cause, and that I am not related to any of the parties thereto.

DATED: July 26, 2010

Sarah Lucia Brann

SARAH LUCIA BRANN, CSR No. 3887