

EXHIBIT F

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.

Rule 30(b)(6) Deposition of
THOMAS GENE HURST II
Volume I, Pages 1-282

Wednesday, April 30, 2008

HIGHLY CONFIDENTIAL

REPORTED BY: JOHN WISSENBACH, CSR 6862 (01-408572)

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15:17:37		15:20:49
15:17:39		15:20:53
15:17:41		15:20:55
15:17:43	22 Q. And can you describe the zero dollars. Was	15:20:57
15:17:44	23 that the customer didn't pay anything for	15:20:59
15:17:45	24 maintenance?	15:21:04
	25 A. The way that that works is, when purchasing	
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15:17:57	1 SAP licenses and using the Safe Passage program, the	15:21:10
15:18:02	2 customer was entitled to TomorrowNow support	15:21:15
15:18:06	3 services at no additional cost while they make the	15:21:17
15:18:17	4 migration from PeopleSoft or JD Edwards to SAP.	15:21:19
15:18:18	5 Q. For how long?	15:21:22
15:18:20	6 A. I don't recall the time frame on it. I	15:21:30
15:18:25	7 know there was a time limitation.	15:21:34
15:18:27	8 And the -- in the other format, the	15:21:41
15:18:32	9 standard program, it's -- the customer contracts	15:21:42
15:18:35	10 with TomorrowNow directly.	15:21:45
15:18:42	11 Q. And the no-cost component, for financial	15:21:46
15:18:46	12 purposes was that charged to SAP AG?	15:21:46
15:18:49	13 A. No.	15:21:50
15:18:51	14 Q. How did that work?	15:21:54
15:18:59	15 A. If it was done in the U.S., I believe it	15:21:57
15:19:02	16 was done to SAP America or whoever the local	15:22:01
15:19:04	17 subsidiary is.	15:22:03
15:19:08	18 Q. But it was -- and then they reimbursed	15:22:04
15:19:11	19 TomorrowNow? Is that how that worked?	15:22:05
15:19:16	20 MR. McDONELL: Vague and ambiguous.	15:22:08
15:19:17	21 THE WITNESS: Yes.	15:22:11
15:19:22		15:22:52
15:19:25		15:24:54
15:19:30		15:25:00

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CERTIFICATE OF REPORTER


I, JOHN WISSENBACH, 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: 5/5/03


JOHN WISSENBACH, CSR No. 6862