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21 UNITED STATES DISTRICT COURT  
 22 NORTHERN DISTRICT OF CALIFORNIA  
 23 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 DANIEL A. VARDELL IN  
 SUPPORT OF PLAINTIFFS' MOTION PURSUANT  
 TO 17 U.S.C. § 410(c)**

Date: September 29, 2010  
 Time: 9:00 am  
 Place: 3rd Floor, Courtroom 3  
 Judge: Hon. Phyllis J. Hamilton

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Case No. 07-CV-01658 PJH (EDL)

DECLARATION OF DANIEL A. VARDELL IN SUPPORT OF PLAINTIFFS' MOTION PURSUANT TO 17 U.S.C. § 410(c)

A/73468048.3/2021039- 0000324170

1 I, Daniel Vardell, declare:

2  
3 1. I am employed by Oracle America ("Oracle"), the successor to Oracle  
4 USA, one of the Plaintiffs in this action. I am the Senior Director, Engineering Programs for  
5 Oracle's customer relationship management ("CRM") software, which includes the Siebel brand  
6 of enterprise applications software. The statements in this declaration are based on my personal  
7 knowledge, and I could and would testify competently to them if called upon to do so.

8 2. I began my employment with Siebel Systems, Inc., one of the Plaintiffs in  
9 this action, in the summer of 2004. When Oracle acquired Siebel in 2006, I became an Oracle  
10 employee. Siebel Systems, Inc., is an enterprise software company headquartered in Redwood  
11 City, CA. Until it was acquired by Oracle, Siebel created and updated enterprise software  
12 applications, and licensed those enterprise software applications to its customers. After the  
13 acquisition, Oracle has continued to develop and distribute enterprise software applications.  
14 Oracle's flagship Siebel enterprise software product consists of CRM software.

15 3. My job responsibilities involve managing the entire development lifecycle  
16 of Siebel software, including conception, design, planning, engineering, code review and product  
17 validation. My responsibilities require that I understand the overall architecture of the Siebel  
18 product lines. I work with product managers to conceive new features and functionality. These  
19 new features and functionality then get recommended to senior management within the  
20 engineering group. Senior management then makes the final decision about which of these new  
21 features and functionality to add to the software. Those decisions then get communicated back  
22 to my group, and I oversee the implementation of them by the developers in the engineering  
23 group. The first step of the implementation process is to develop design documents which are  
24 reviewed and approved by the Product Manager. The developers themselves then have  
25 discretion in how to implement those features and functionality into the Siebel software.  
26

27 4. Based on my training at Siebel, which involved learning the product  
28 lifecycle management process Siebel had followed over time, I understand this same basic

1 process described in paragraph 3, above, had been in place for the development of Siebel's  
2 software since at least the late 1990s.

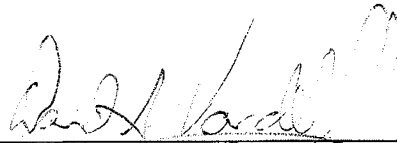
3 5. Since the early 1990's, hundreds of developers have worked to create each  
4 new version of Siebel software. Simultaneously, dozens of developers work to continually  
5 address new functionality, fix bugs, and create updates that get sent out to licensed customers for  
6 existing versions. On a periodic basis, and generally no less than annually between the late  
7 1990s and 2006, Siebel released new versions of its software. Each of these new versions  
8 incorporated all or almost all of the new functionality, bug fixes, and updates that had been sent  
9 out for the prior version. Each of these new versions therefore reflected the full-time work, over  
10 the course of approximately a year, of hundreds of developers adding new features and  
11 functionality to the software.

12 6. Pursuant to what I understood was the standard human resources policy in  
13 place for Siebel employees between at least 2004 and the present, I reviewed and signed the  
14 standard form of employment agreement when I began employment at Siebel. I understand that  
15 all of the developers in my group sign the same standard agreement, which has as one purpose to  
16 protect Siebel intellectual property. I have confirmed this understanding at least twice over the  
17 years as part of a customer audit process that my group manages. In that process, customers may  
18 request information about the development process at Siebel. In the course of these audits, I  
19 have requested and reviewed documentation relating to the qualifications of the developers in the  
20 engineering group. This review has confirmed my understanding that everyone signs a standard  
21 form of employment agreement.

22 7. Since at least 2004 and through and after the acquisition by Oracle in  
23 2006, Siebel's regular practice was to state, in the software code itself, on the CDs it shipped to  
24 customers, and in the related documentation and software release notes, that Siebel Systems,  
25 Inc., was the owner of Siebel software. These materials are the responsibility of my group. I  
26  
27  
28

1 review them from time to time and am generally familiar with them dating back to the materials  
2 for Siebel version 5, which was released in 1999.

3 I declare under penalty of perjury under the laws of the United States that the  
4 foregoing facts are true and correct, and that this Declaration was executed on August 18, 2010,  
5 in Redwood Shores, California.



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8 Daniel A. Vardell  
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