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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.

No. 07-CV-01658 PJH (EDL)

**DECLARATION OF TODD E.
 ADLER IN SUPPORT OF
 PLAINTIFFS' MOTION PURSUANT
 TO 17 U.S.C. § 410(c)**

Date: September 29, 2010
 Time: 9 a.m.
 Place: Courtroom 3
 Judge: Hon. Phyllis J. Hamilton

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

DECLARATION OF TODD E. ADLER IN SUPPORT OF PLAINTIFFS' MOTION PURSUANT TO
 17 U.S.C. § 410(c)

1 I, Todd E. Adler, declare as follows:

2 1. I am employed by Oracle International Corporation, one of the Plaintiffs
3 in this action. I am Vice President, Trademark & Copyright, and Senior Corporate Counsel for
4 Oracle International Corporation. I have personal knowledge of the facts stated within this
5 Declaration and could testify competently to them if required.

6 2. I began my employment with Oracle International Corporation in
7 February 2006. From February 2006 to the present, my job responsibilities have included
8 responsibility for Oracle's copyright, trademark, domain name, and marketing issues. To
9 accomplish those responsibilities, I regularly review agreements relating to ownership and
10 authorship of Oracle's copyrights.

11 3. Over time, various Oracle entities have entered into agreements among
12 themselves relating to copyrights.

13 4. I directed and supervised the preparation of Plaintiffs' Trial Exhibit 1713,
14 entitled "FRE 1006 Summary - Summary of inter-entity agreements re copyright licensing and
15 ownership" ("Agreement Summary"), a true and correct copy of which is attached here as
16 **Exhibit A.**

17 5. The Agreement Summary summarizes inter-entity agreements relating to
18 ownership and exclusive licensing of J.D. Edwards World, J.D. Edwards EnterpriseOne,
19 PeopleSoft, Siebel and Oracle Database software, copyright registrations for the same product
20 lines, and documents providing additional context relating to the acquisitions of J.D. Edwards,
21 PeopleSoft and Siebel.

22 6. These documents are too voluminous to be conveniently examined by the
23 Court or the jury, and frequently have a large number of provisions. I directed and supervised
24 preparation of the Agreement Summary for the convenience of the Court and the jury.

25 7. For each product line, I requested that a visual summary be created,
26 showing the dates on which various important events occurred, the initial release dates of
27 registered versions of Oracle's copyrighted software, and the Oracle entities that are or were
28 involved in the copyright registration for that software as a listed author and/or owner.

1 8. Certain provisions from each of the inter-entity agreements important to
2 the visual summary were also reproduced in an excerpted form in the Agreement Summary,
3 together with the effective date, the names of the parties, the name of the agreement, and the
4 Bates number or numbers under which the agreement was produced by Oracle in this case.

5 9. Plaintiffs will provide the documents upon which the Agreement
6 Summary is based, should the Court or Defendants so request.

7 10. I have reviewed the certificates of copyright registration for TX 6-541-
8 029, Initial release of J.D. Edwards World A7.3; TX 6-541-047, Initial release of J.D. Edwards
9 World A8.1; and, TX 6-541-033, Initial release of J.D. Edwards EnterpriseOne XE. True and
10 correct copies of these three certificates are attached here as **Exhibit B**.

11 11. I have reviewed the certificates of copyright registration for TX 6-941-
12 989, Siebel 6.3 Initial Release and Documentation; TX 6-941-988, Siebel 7.0.5 Initial Release
13 and Documentation; and, TX 6-941-990, Siebel 7.5.2 Initial Release and Documentation. True
14 and correct copies of these three certificates are attached here as **Exhibit C**.

15 12. The statements of authorship and ownership on the registrations attached
16 as Exhibit B and Exhibit C are consistent with my review of the J.D. Edwards, PeopleSoft,
17 Siebel and Oracle agreements and documents referenced in Exhibit A.

18 13. As reflected on Exhibit B, I certified the applications for copyright
19 registrations for TX 6-541-029, Initial release of J.D. Edwards World A7.3; TX 6-541-047,
20 Initial release of J.D. Edwards World A8.1; and, TX 6-541-033, Initial release of J.D. Edwards
21 EnterpriseOne XE. Prior to certifying the applications, I confirmed that the statements made in
22 the applications were accurate and correct to the best of my knowledge.

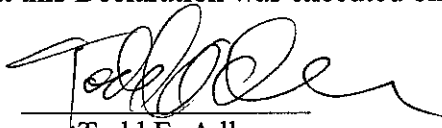
23 14. My understanding following investigation is that no copyrights in J.D.
24 Edwards World or J.D. Edwards EnterpriseOne software were registered with the Copyright
25 Office between the acquisition of J.D. Edwards by PeopleSoft and the commencement of this
26 lawsuit.

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1 15. My understanding following investigation is that no copyrights in Siebel
2 software were registered with the Copyright Office prior to the commencement of this lawsuit.

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 19, 2010,
5 in Redwood City, CA.



Todd E. Adler

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