

EXHIBIT J

J.D. EDWARDS
MANAGER HANDBOOK

Revised March, 1999

Confidential Information

ORCL00213586

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
Case #: 07-cv-01658-PJH
PLNTF EXHIBIT NO. 0895
Date Admitted: _____
By: _____
Nichole Heuerman, Deputy Clerk

To All J.D. Edwards Managers:

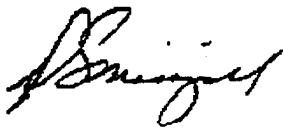
As a manager, you have a unique and exciting opportunity to give meaning to our corporate culture and vision statements. Since the actions of every employee contribute to the corporate culture, every manager can influence this process through the team of people for which he or she is responsible. It is up to you to promote understanding and application of the principles upon which the corporate culture is based.

The effectiveness with which you perform your managerial responsibilities has a direct and significant impact on your employees and our company. Helping your employees achieve individual, departmental, and company objectives is one of the most significant ways in which you can make J.D. Edwards more competitive. The creativity and innovation essential to J.D. Edwards' growth and long-term success come from our people. At J.D. Edwards, people are our most important asset. Your openness to employees' ideas and suggestions promotes the climate that keeps everyone and J.D. Edwards growing and moving ahead.

The fair and equitable treatment of all employees is fundamental to the J.D. Edwards philosophy. In all personnel matters, including recruitment, selection, compensation, benefits, and advancement opportunities, you must consider all employees and potential employees solely on the basis of their job-related skills and experience prior to making a decision. This is the only basis for decisions that make good business sense.

As we commit to creating a quality, peaceful work environment, we also expect high performance from our people. It is your responsibility as a manager to inform all employees about the unique opportunities available at J.D. Edwards, ensure maximum productivity from your group, and promote career longevity among the individuals you manage.

The following management guidelines and company policies provide the basis for creating and maintaining consistent, positive approaches for employee actions.

A handwritten signature in black ink, appearing to read "Doug Massingill", written in a cursive style.

Doug Massingill
President & CEO

MANAGER HANDBOOK

ACKNOWLEDGMENT AND RECEIPT

I have received the J.D. Edwards Manager Handbook. I understand it is my responsibility to read and become familiar with the contents of the Handbook. Therefore, my signature indicates that I acknowledge and will abide by the information contained in this Handbook. I also understand that should I have questions about the contents of this Handbook, I may contact my supervisor or the Human Resources department.

Printed Name

Signature

Date

The policies and benefits outlined in the Handbook are only summaries and are not all-inclusive. To meet the needs of the business and as conditions warrant, J.D. Edwards reserves the right to change, interpret, or terminate this Handbook at any time without advance notice.

Please return this to Kay Chavez, One Technology Way, Building 1, Floor 1

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The handbook can also be located on the Knowledge Garden at:

<https://knowledge.jdedwards.com/jdecontent/managertoolbox/execpolicy/mgrhandbk.htm>

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MANAGING AT J.D. EDWARDS

PURPOSE OF THE MANAGER HANDBOOK

This Handbook is a practical reference to assist managers with situations they are likely to encounter. It provides information that will augment their own good judgment and leadership skills.

The Handbook includes suggested approaches and procedural guidelines as well as key policies relating to people management responsibilities. It serves as a reference tool for use in responding to employees' concerns, resolving problems, and/or completing required personnel forms.

All forms utilized at J.D. Edwards will be shown in CAPITAL LETTERS. Copies of all referenced forms are included at the end of the Handbook. Additional forms are available from Human Resources.

We have tried to include all applicable topics in this Handbook. If you think of something that should be included or clarified, please call Human Resources.

Strategies

Strategies are the intellectual concepts, plans, policies, and ideas that we follow in order to accomplish our vision and objectives. "Strategies" and "keys to success" are somewhat complementary. Strategies are the step-by-step logical plan that we need to effect in order to reach our goal. Strategies should also be expressed in order of priority with our greatest priority at the top and our least important strategy at the bottom.

There are two types of strategies: permanent and focused. Our permanent strategies have evolved over the years and are fundamental to everything we do. They are embodied in our corporate ideals, our corporate culture, the role of our leaders, and the very foundation of J.D. Edwards. Our permanent strategies are segmented as follows:

- Personnel-driven strategies
- Customer-driven strategies
- Financial leverage strategies
- General strategies

"The ultimate goal of J.D. Edwards is to build a great company that makes a fair profit and has a heart for its employees."

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HIRING EMPLOYEES

"To build an outstanding software house, we must build upon outstanding people."

J.D. Edwards attempts to attract the most qualified candidates for each job opening, drawing from internal resources, the local labor market, targeted colleges and universities, and the extended geographic area when specific needs make it necessary. The company seeks potential employees whose skills and experience are suitable not only for the immediate job opening, but also for the long-range human resource needs of the organization.

The search for candidates begins once a position has been approved and objective, job-related selection criteria have been agreed upon. Examples of appropriate selection criteria include technical knowledge, performance on current assignment, past job experience, education or professional licensing, and specific required skills. Open positions will be handled in the following manner:

- All positions, with the exception of some managerial jobs and some foreign assignments, will be posted in the Knowledge Garden, Career Center for J.D. Edwards' employees to see. More information on any posted position can be obtained by contacting the hiring manager or recruiter who is accepting resumes'.
- An outside search for applicants can begin when a requisition has been approved and the job opening is posted. The best qualified internal and external applicants will be interviewed for openings.
- A Job opening needs to be posted for five business days before the job is offered to an outside applicant. All qualified internal applicants must be interviewed.

In many hiring situations, the Human Resources department and the hiring manager work together in a coordinated manner to identify, screen, interview, and select the most qualified candidate for each position.

EMPLOYEE TRANSFERS

J.D. Edwards Transfer Policy and Guidelines

Interviewing and Selection

- A **requisition** to open a new position is completed, approved and forwarded to Human Resources for **posting**.
- If hiring manager knows of qualified internal candidates and wishes to **interview** these candidates for the position, the hiring manager contacts other managers to

inquire about availability and qualifications for the new position. Note: Candidates who do not apply for the position may not be solicited for interview unless approved by the current manager.

- Before an internal **candidate formally applies** for or is interviewed for the position, he/she must inform his/her current manager.
- The hiring manager should **verify** that the internal candidate is **eligible for a transfer** (has been in the position for two years and has satisfactory performance rating in the current position).
- The hiring manager should **review the personnel file** of the candidate to review **performance appraisal, salary history and resume**. In addition, the hiring manager should **discuss** the possibility of the transfer **with the current manager** including an assessment of the candidate's suitability for the position based on skills and demonstrated ability as well as good performance in the current position.
- Following successful **interviews and verification** that the internal candidate possesses the required **qualifications** for the position, the hiring manager **recommends an offer**.

Offer Development

- If the position is a **promotion** (i.e. is a higher level in a job family than the position currently held by the internal candidate), the offer may include an appropriate increase in pay. Any increase in pay due to **promotion** should be in line with the current promotional increase policy. The salary should be low in the new salary range to reflect the level of experience the candidate has in this new, higher level role. The salary should be similar to those in the position who have similar levels of skill and experience in the position and at the current level.
- All offers that include a pay increase are subject to approval by a Vice President (on the receiving side) and Corporate Compensation. No discussion of compensation should take place before the approval is received.
- Any transfer to a position at the same job family level is a **lateral transfer**. A lateral transfer is one for which no salary change is required or warranted because the position level is the same in both organizations. Any exception requires written justification as well as approval from Corporate Compensation and the Senior Vice President of the receiving department.
- In situations where an internal candidate is **being interviewed for more than one position** within the company, the hiring managers need to work with Corporate Compensation to ensure that the **pay offers are equivalent for same level positions**. There should be no internal competition on the basis of salary and decisions between multiple opportunities at the same level should be based on factors other than pay.

- Transfers to a different geographical region for which there is a **geographic differential** in pay generally require an appropriate pay adjustment to reflect the difference. For a transfer to a location with a higher geographic pay structure, the adjustment in pay should be an **increase** consistent with the differential. Likewise, a transfer to a location with a lower geographic pay structure would involve a **decrease** in pay consistent with the differential.
- When preparing an internal transfer offer that involve a change in the incentive opportunity, the pay change should consider the full compensation package and will involve a **comparison between current On-Target-Earnings (O.T.E.) and proposed O.T.E. for the new position**. For example, if the current position has an incentive opportunity of 10% of base and the new position has an incentive opportunity of 20% of base, the offer should be within the OTE range of the position and the split between base and incentive must be appropriate. This may involve a decrease in base salary where the increase in OTE is significant due to a significant increase in incentive opportunity.
- If the transfer involves **relocation**, contact Corporate Staffing or your area Human Resources representative to determine what level of relocation assistance is available. All relocations must be coordinated by Corporate Staffing. An internal transfer which includes relocation needs to be documented in a Letter of Understanding prepared by Corporate Staffing. Any exception to the standard relocation package requires approval from the Director of Human Resources and the Senior VP over the hiring department before any offer can be extended.

Processing

- The **change of status** for transferring the employee should be initiated by the sending manager and sent to the hiring manager. The form will include the new job title (if a change), cost center, manager name, effective date of transfer, etc. This change of status form requires the **approval** of the new manager (receiving) as well as the current manager and must have at least two levels of management approval (on the receiving side), including a Vice President.
- The change of status form is submitted to the area or division Human Resources representative (if applicable) and/or Corporate Compensation (only required if the transfer involves a salary change). Only after the approval by Compensation, may any change in pay be discussed with the candidate.

Consequences for Non-Compliance

- If a manager does not follow the transfer policy, the following actions will be taken.
 1. The employee should be denied the transfer, depending on:

- Compelling business reasons
 - Employee involvement in not following the policy
1. If the transfer is completed, the manager in violation of the policy will be responsible for transferring 50% of the annual base pay of the employee from their budget to that of the losing department. This may be used for costs associated with the recruitment of a replacement.
 2. Violations of the policy should be reflected in the manager's management factor. The impact on the management factor depends on the severity of the violation and whether it is a repeat offense.

J.D. Edwards' employee transfer process is as follows:

<u>Step</u>	<u>Activity</u>	<u>Responsible Individual</u>
1.	Complete and obtain appropriate signatures on STAFFING REQUISITION FORM.	Hiring Manager
2.	Review job description and job requirements, and determine selection criteria.	Human Resources and Hiring Manager
3.	Source candidates: <ul style="list-style-type: none"> • Place position on the Knowledge Garden. • Review internal candidates. • Source for external candidates, if applicable. 	Human Resources Human Resources and Receiving Manager Human Resources and Hiring Manager
4.	Notify manager of application for open position.	Job Candidate
5.	Notify candidate's manager of intention to interview.	Hiring Manager
6.	Conduct interviews.	Hiring Manager
7.	Extend an offer to best-qualified candidate.	Human Resources/Branch
8.	Negotiate timing of transfer to balance needs of both departments.	Receiving/Sending Managers
9.	Complete STATUS CHANGE FORM.	Hiring Manager
10.	Complete other forms or required notification	Hiring Manager

for transfer/order of equipment and supplies.

11. Check with Human Resources or local Office Manager to ensure that all transfer requirements have been completed. Hiring Manager

CONTRACT LABOR POLICY

Temporary contractors must execute a CONSULTING AGREEMENT prior to beginning work for the company. An independent contractor is a person or entity who contracts to perform services for others, but does not have the legal status of an employee. Although the use of contractors is necessary in some situations, we may be legally and financially exposed unless certain guidelines are adhered to. Specifically, these guidelines address the relationship between the employer and the contractor.

In order to avoid any legal or financial difficulties, contractors must be staffed through the Human Resources department. This will still enable you to choose the contractor you need, but will also allow J.D. Edwards to comply with legal guidelines for contract labor.

To initiate the process, please notify Heather Hill in Human Resources at least 2 weeks prior to utilizing a contractor at J.D. Edwards. You will need to complete an independent contractor questionnaire. If we can legally classify such person or entity as an independent contractor, Heather will assist with the consulting agreement. These steps must be completed prior to a contractor providing any services to J.D. Edwards.

NEW HIRES

J.D. Edwards' employment process for new hires is as follows:

<u>Step</u>	<u>Activity</u>	<u>Responsible Individual</u>
1.	Complete and obtain appropriate signatures on STAFFING REQUISITION FORM.	Manager
2.	Review job description and job requirements, and determine selection criteria.	Human Resources and Manager
3.	Source candidates: <ul style="list-style-type: none">• Place position on the Knowledge Garden, Career Center, if appropriate.• Review internal candidates, if appropriate.• Review resumes on file.• Place newspaper ad, if necessary.	Human Resources Human Resources and Manager Human Resources Human Resources/Branch

- | | | |
|-----|--|--|
| 4. | Screen resumes and route to manager. | Human Resources |
| 5. | Review qualifications of candidates, conduct phone interviews, and determine final interview prospects. | Manager |
| 6. | Coordinate travel arrangements for out-of-area candidates. | Human Resources/Branch |
| 7. | Review appropriate materials relating to interviews. | Manager |
| 8. | Upon a personal interview, collect a completed and signed EMPLOYMENT APPLICATION, Background Release form & EEO/Affirmative Action form. | Human Resources or Interviewing Manager |
| 9. | Conduct interview and arrange for additional interviews if necessary. | Human Resources and Manager |
| 10. | Check references on top candidates. | Human Resources/Hiring Manager |
| 11. | Extend offer to top candidate and determine start date. (Offer letters must be prepared by Human Resources.) | Human Resources/Hiring Manager |
| 12. | Conduct background investigation. (A satisfactory reference and background investigation must be completed prior to the candidate's start date.) | Human Resources/Branch |
| 13. | Coordinate new hire and/or relocation details. | Human Resources and Manager |
| 14. | Complete NEW HIRE PAYROLL FORM and NEW EMPLOYEE REQUIREMENTS FORM | Manager |
| 15. | Register new hire for New Employee Orientation. | Human Resources/Hiring Manager/Recruiter |

EMPLOYMENT OFFERS TO CLIENTS & BUSINESS PARTNERS

J.D. Edwards considers maintaining good client relationships to be an important responsibility for all employees. Managers need to be particularly sensitive to ensure that employees are responsive to client needs and maintain good client relationships. We must be especially careful about making job offers to clients and business partners. In many cases, contracts with clients restrict us from making offers to client personnel, and we want to honor our contractual obligations.

If there are situations where a client employee has contacted J.D. Edwards or a J.D. Edwards manager has identified a client employee for a J.D. Edwards assignment, whether or not a contractual arrangement exists, these situations need to be discussed with Human Resources as soon as they occur. This will enable us to interact with the client to ensure that this activity will not jeopardize our relationship with them before the situation is allowed to cause client relations problems.

EMPLOYMENT AGENCIES

Employment agencies should be utilized only when other sources of recruitment have been fully explored. Any use of employment agencies requires the prior approval of the Human Resources department and requires that a standard recruiting contract be completed. Please contact your HR representative or Human Resources for a standard recruiting contract. When approval to use an agency is obtained, Human Resources can assist in negotiating the best agency fee.

EMPLOYEE RELOCATION

J.D. Edwards does not automatically provide relocation assistance to new hires or to transferring employees. Relocation assistance must be approved by Human Resources.

If approved, the amount of monetary assistance offered to a relocating employee will be determined by:

- Reason for the move
- Position level
- Geographic differences
- Cost of the move

J.D. EDWARDS AGREEMENTS

All employees are required to sign a CONFIDENTIALITY AGREEMENT on the first day they report for work and should be made aware of this requirement prior to accepting employment with J.D. Edwards.

J.D. EdwardsDownload the New Hire Payroll Form in Word format**New Hire Payroll Form****Section 1: To Be Completed By Hiring Manager**Work Status: ☐ ☒ (see employment definitions)

Is this person a Re-hire? Yes No

If part-time, hours per week: If re-hire, approved by HR: Legal Name: Preferred Name: Address: City: State: Zip Code: Home Phone Number: Business Unit: Social Security Number: Date of Birth: Job Title: Professional Level: Comp. Plan Code: Parent Company: Area Office: If Corporate, Building: Tax Info: Work State: ☒ Residence State: ☐Reporting Manager: Billing Rate: Annual Salary: If part-time, Hourly Rate: Date of Hire:

Shift (if applicable) Swing Grave

Monthly Draw Amount: (see draw policy)Months Non-Recoverable: Months Recoverable: (total months not to exceed 6)

Relocation offered? Yes* No (see relocation policy)*If yes, please complete relocation form in New Hire Express and submit to Debbie Hicks, OTW-1.

How was this employee referred to this position?

Comments:

I have certified that this candidate meets the initial requirements for the job as defined in the job description for ISO9001.

Hiring Manager's
Signature:

Date:

Section 2: To Be Completed By Human Resources

Address
Book
NumberRecognition
CodePosition
Control
NumberCheck
Route CodeCBI
Submitted

Yes No

Satisfactory

Yes No

Date

Time

Visa
StatusExpiration
DateEEO/AA
CodeSigned Confidentiality Agreement
Attached

Signed Offer Letter Attached

CONFIDENTIAL INFORMATION AGREEMENT

This Confidential Information Agreement ("Agreement") is by J.D. Edwards & Company, a Colorado corporation ("J.D. Edwards"), and _____ ("Employee").

J.D. Edwards is engaged in the business of developing and marketing computer software products. These products include, but are not limited to: source programs, object programs, reference materials, technical documents, subroutines, processing techniques, sales literature, marketing techniques, and report and screen formats. Employee is a manager of J.D. Edwards or a member of the professional staff supporting the executives and managers of J.D. Edwards. Employee will acquire a detailed knowledge of J.D. Edwards' software products and programs, J.D. Edwards' internal business systems, J.D. Edwards' vendors, J.D. Edwards' prospects and customers, J.D. Edwards' marketing techniques, and recent J.D. Edwards business and technical developments, which knowledge would be of high value to J.D. Edwards' competitors, customers, or former customers. The parties agree that J.D. Edwards has a high degree of competition and that it is very important that all such information, not published by J.D. Edwards to the general public, is **TRADE SECRET, CONFIDENTIAL, and PROPRIETARY** to J.D. Edwards ("J.D. Edwards Information"). In consideration of the foregoing and of Employee's employment and continued employment by J.D. Edwards at the compensation agreed to from time to time, J.D. Edwards and Employee agree as follows:

Agreement of Confidentiality While employed by J.D. Edwards, Employee will keep confidential and treat as trade secret and proprietary to J.D. Edwards all J.D. Edwards Information and will not directly or indirectly cause or permit such J.D. Edwards Information to become known to any outside persons or entities except as required and directed by J.D. Edwards, nor will Employee in any manner, directly or indirectly, devote any time, attention, knowledge or skills to any business similar to J.D. Edwards without the express permission of J.D. Edwards.

Upon and after voluntary or involuntary termination of Employee's employment with J.D. Edwards for any reason Employee agrees not to breach the confidentiality of the J.D. Edwards Information. During such period, if Employee: (i) solicits disclosure of J.D. Edwards Information; or (ii) discloses J.D. Edwards Information in violation of this Agreement, then such solicitation or disclosure is a "Violation". Also, upon and after voluntary or involuntary termination of Employee's employment with J.D. Edwards for any reason, Employee agrees not to solicit any person to leave the employment of J.D. Edwards for a period of two years, and any such solicitation shall also be a "Violation".

J.D. Edwards' Customers Employee acknowledges that J.D. Edwards and its customers generally agree that the customer may not hire J.D. Edwards' employees. However, the President of J.D. Edwards may give written permission to Employee to be employed by a customer, depending on the circumstances.

Acknowledgements Employee's general knowledge and skills with respect to the computer industry and such professions as computer programming or software marketing are not affected hereby, and the restrictions agreed to above do not deprive Employee of the opportunity for employment, in Employee's home state or elsewhere, except to the limited extent specified herein.

Scope Employee agrees that this Agreement shall apply to Employee's employment with J.D. Edwards and with any of its branches, subsidiaries, or affiliates.

Employee has read and understood all of the provisions of the above Agreement. Employee has had the opportunity to seek independent advice and counsel. This Agreement is dated and effective on _____, 199__.

By: _____
J. D. Edwards & Company

Employee

Arbitration Except for the provisions for injunctive relief herein, all disputes involving this Agreement shall be determined under the law of the State of Colorado and shall be submitted to an arbitrator appointed and operating under the Uniform Arbitration Act and the procedural rules of the American Arbitration Association. The location of the arbitration hearing will be chosen by the party not initiating the arbitration or action. The written decision of the arbitrator shall be final, binding and convertible to a Court judgement in any appropriate jurisdiction.

Relief in Case of Violation The parties agree that the only effective remedy for a Violation is a total cessation of the solicitation or disclosure. For a Violation, J.D. Edwards shall be able to obtain a temporary and permanent injunction against Employee which causes Employee to cease and desist from the Violation, there being no other speedy or adequate remedy at law. In addition to such injunctive relief and as liquidated damages (actual damages being impossible or difficult to ascertain), Employee shall pay to J.D. Edwards \$200.00 for each day Employee participated in a Violation.

Term The term of this Agreement shall commence upon the date of its execution and remain in full force and effect during the term of Employee's employment and for five years beyond Employee's termination date.

Previous Employer Information Employee certifies that Employee does not possess or intend to use in any way in the course of employment with J.D. Edwards confidential information of Employee, Employee's former employers, or any party, except if J.D. Edwards has a written license permitting such use.

Rights to Work Product J.D. Edwards shall be solely entitled to all of the benefits, profits or other issues arising from or incident to all work, work products, services, and advice of Employee, including without limit all right, title, and interest in software developed or created by Employee. Employee agrees to make all assignments and to sign all documents necessary to protect J.D. Edwards' ownership or control of such rights or work products.

CONSULTING AGREEMENT

J.D. Edwards World Source Company
One Technology Way
Denver, Colorado 80237

Consultant _____
Address _____

Federal Tax Identification Number _____

Whereas, J.D. Edwards World Source Company ("J.D. Edwards"), a Colorado corporation, carries on the business of developing, marketing, licensing, installing, and servicing software products;

Whereas, Consultant, a _____ [corporation] _____, holds itself out to the general public as capable of rendering certain professional and technical services;

Whereas, J.D. Edwards desires to engage Consultant to render certain professional and technical services for the consideration hereinafter set forth; and

Whereas, Consultant desires to render such services to J.D. Edwards by making available to J.D. Edwards Consultant's Employees, as defined below, who shall individually agree to the terms of Article IV below by signing this Agreement as provided below:

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and Terms and Conditions, the parties make this Consulting Agreement ("Agreement").

THIS AGREEMENT, INCLUDING ITS TERMS AND CONDITIONS AND THE SCHEDULES, THE APPENDICES, AND THE ATTACHMENTS AND AMENDMENTS, IF ANY, WHICH ARE A PART HEREOF, IS A COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES, WHICH SUPERSEDES ALL PRIOR OR CONCURRENT PROPOSALS AND UNDERSTANDINGS, WHETHER ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO ITS SUBJECT MATTER.

THIS AGREEMENT SHALL NOT BE EFFECTIVE UNTIL EXECUTED BY CONSULTANT AND ACCEPTED BY AN AUTHORIZED REPRESENTATIVE OF J.D. EDWARDS AT A PRINCIPAL PLACE OF BUSINESS.

Accepted by J.D. Edwards World Source Company and
effective as of _____, 19 ____.

By execution, signer certifies that signer is authorized to
execute this Agreement on behalf of Consultant.

J.D. EDWARDS WORLD SOURCE COMPANY

CONSULTANT

By _____
(Authorized Signature)
Richard G. Snow, Jr.

(Print or Type Name)
Vice President, General Counsel

(Title)

By _____
(Authorized Signature)

(Print or Type Name)

(Title)

**CONSULTING AGREEMENT
Terms and Conditions**

ARTICLE I SCOPE, PERFORMANCE, RETAINER AND EXPENSES

1. Subject to the terms set forth in this Agreement, Consultant agrees to render the following service to J.D. Edwards:

including furnishing to J.D. Edwards the written progress reports referred to in Article II below ("Consulting Services"). Consultant will receive information necessary to perform under this Agreement from _____ (J.D. Edwards' "Project Manager") or his/her designated representative.

2. Consulting Services will commence on _____, 199__ and will continue thereafter for a term of _____, unless terminated prior to such time.
3. J.D. Edwards agrees to pay Consultant:
\$ _____ per _____ of Consulting Services rendered by Consultant's Employee ____
_____,
\$ _____ per _____ of Consulting Services rendered by Consultant's Employee ____
_____,
\$ _____ per _____ of Consulting Services rendered by Consultant's Employee ____
_____,
\$ _____ per _____ of Consulting Services rendered by Consultant's Employee ____
_____,
\$ _____ per _____ of Consulting Services rendered by Consultant's Employee ____
_____.
4. It is understood that J.D. Edwards shall have no obligation to pay Consultant more than \$ _____ under this Agreement.

ARTICLE II STATUS AND RELATIONSHIP OF PARTIES

1. Status

1.1 Each party will act pursuant to this Agreement for its own account and in its own name, except as expressly provided herein. Each party is not the agent of the other party but is an independent contractor while performing its duties hereunder. Neither party is granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of the other party or to bind the other party in any manner or thing whatsoever.

1.2 Neither party nor that party's agents, principals, officers, directors, or employees are employees of the other party. Personnel supplied by Consultant will be employees of Consultant and will not hold themselves out as employees of J.D. Edwards. Consultant will indemnify J.D. Edwards from any claim of other persons or entities (including reasonable legal fees) with respect to payment of salary (including withholding of income taxes and social security payments), unemployment compensation, worker's compensation, disability benefits, and the like to Consultant's employees. J.D. Edwards will not be liable for any acts of Consultant which are outside the scope of this Agreement. Consultant assumes full responsibility for the actions of its personnel while performing services hereunder, and shall be solely responsible for their supervision, daily direction and control.

1.3 Consultant represents to J.D. Edwards that it is an independent contractor that makes its services available to the general public, that it has its own regular place of business and that it maintains its own set of books and records that reflect all items of income and expense of its business and trade.

1.4 Consultant, as independent contractor, is not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by the independent contractor or some other entity.

2. Benefits

2.1 Consultant, as an independent contractor, acknowledges and understands that Consultant or Consultant's Employees are not eligible for and shall not participate in any employee benefits, including but not limited to, vacation pay, health benefits, fringe benefits, savings plans, stock plans or pension plans, and other benefits plans of J.D. Edwards or J.D. Edwards' employees.

3. Warranty

3.1 Consultant represents and warrants that it is under neither any obligation nor restriction nor will it assume any such obligation or restriction which would in any way interfere or be inconsistent with, or present a

conflict of interest concerning the subject matter of this Agreement.

3.2 Consultant warrants that the services supplied hereunder shall be performed in a professional and workmanlike manner.

3.3 Any software, documentation, or other deliverable or intellectual property developed hereunder by Consultant for J.D. Edwards shall be "Developed Software". Consultant represents and warrants that the Developed Software:

(a) shall be original, shall not infringe the rights of any third party, and shall be a "work made for hire" for J.D. Edwards.

(b) shall substantially conform to the written specification which is mutually agreed to, signed by both parties, and attached hereto, if there is such.

(c) shall be of scope and quality similar to that supplied in J.D. Edwards' Licensed Products.

(d) shall be free of any and all viruses, trojan horses, trap doors, or any other devices or mechanisms which are intended to cause harm or mischief or which may cause the Developed Software to perform any functions other than those specified in the written specification which is mutually agreed to, signed by both parties, and attached hereto, if there is such.

(e) shall be free of any and all software locks, software keys, time bombs, hardware interlocks, disabling codes, enabling routines, software protection codes, or any other devices or mechanisms which are intended to cause the Developed Software to perform only if enabled or to cease performance under certain conditions, except as may be expressly provided in any written, mutually agreed specification which is signed by both parties and attached hereto.

(f) shall not contain cryptographic code or any other code that would subject the Developed Software to requiring any United States export license other than GTDU, except as may be expressly provided in any written, mutually agreed specification which is signed by both parties and attached hereto.

3.4 Consultant represents and warrants each Consultant employee who performs hereunder on J.D. Edwards' premises is:

(a) a citizen or national of the United States; or

(b) an alien lawfully admitted for permanent residence in the United States; or

(c) an alien authorized by the Immigration and Naturalization Service of the Department of Justice to work in the United States and such authorization has not expired and will not expire while such person is making such performance.

4. Proprietary Rights

4.1 No license or right is granted to Consultant either expressly or by implication, estoppel or otherwise to publish, reproduce, prepare derivative works based

upon, distribute copies of, publicly display, or perform, any of such items, except pre-existing materials of Consultant, either during or after the term of this Agreement. Unless otherwise directed in writing by J.D. Edwards, Consultant shall cause each work of Consultant developed hereunder to bear the legend "Copyright © J.D. Edwards & Company (date)" and shall cause the same to be registered under the applicable copyright laws, taking care to protect proprietary and confidential contents of such software.

3.2 No license or right is granted to Consultant in any copyright, trade secret, patent, trademark, trade name, service mark, or service name of J.D. Edwards, except by the express provisions of this Agreement.

5. Payments

5.1 J.D. Edwards agrees to accept Consultant's billing for the services performed by Consultant's Employees hereunder and for all reasonable and actually incurred out-of-pocket expenses that Consultant incurs in providing Services hereunder including transportation costs, airfare, rental vehicles, lodging, meals and incidental charges, which are reimbursable expenses and are not part of the above listed fees, providing that J.D. Edwards has pre-approved the estimated cost of those out-of-pocket expenses. Consultant shall use the same diligence to control such out-of-pocket expenses as it uses to control its own internal expenses. Consultant will provide, upon J.D. Edwards' request, supporting documentation for out-of-pocket expenses.

5.2 Payment to Consultant by J.D. Edwards, according to J.D. Edwards' ordinary business practices, for outstanding invoices will be made within thirty (30) days after J.D. Edwards' receipt of Consultant's billing, except in cases of good faith disputes.

ARTICLE III GENERAL

1. Termination

1.1 This Agreement may be terminated, without cause, by either party upon thirty (30) days prior written notice specifying the date upon which such termination will become effective; and by J.D. Edwards for failure by Consultant to perform the specified services, upon ten (10) days prior written notice. In the event of termination of this Agreement as provided herein or upon expiration of this Agreement, Consultant shall promptly:

(a) furnish to J.D. Edwards a brief report summarizing the work performed in rendering Consulting Services and the then current status of any work in progress under the provisions of this Agreement,

(b) provide to J.D. Edwards all copies of tangible materials containing or embodying J.D. Edwards Information, J.D. Edwards Inventions, or J.D. Edwards Rights, including magnetic or optical

storage media, and all other property of J.D. Edwards, and

(c) remove or erase all machine readable data and information containing or embodying J.D. Edwards Information, J.D. Edwards Inventions, or J.D. Edwards Rights which are stored in electronic storage devices.

Upon Consultant's performance of items (a), (b), and (c) above, Consultant shall be paid for all Consulting Services rendered to the effective date of termination.

1.2 All terms of this Agreement that by their nature may survive this Agreement shall survive this Agreement.

2. Indemnity

2.1 Consultant shall indemnify and hold J.D. Edwards harmless against any and all damages, losses, costs, expenses, injury, and other liabilities of any kind caused by reason of any breach of Consultant's obligations under this Agreement, or by any act or omission by Consultant, its employees or agents which is negligent or in breach of Consultant's contractual obligations as contained in this Agreement.

2.2 Consultant and J.D. Edwards each agree to indemnify the other from and against all costs and liabilities including reasonable legal fees which each may be required to pay arising out of injuries to persons or damage to property (including data) arising under this Agreement, whatsoever and howsoever caused, except where the same shall be caused by the negligence or willful misconduct of the other party, its agents, or employees; PROVIDED, HOWEVER, THAT IN NO EVENT SHALL:

(i) THIS AGREEMENT BE CONSTRUED SO AS TO REDUCE THE PROPRIETARY RIGHTS OF J.D. EDWARDS; OR

(ii) EITHER PARTY BE LIABLE TO ANY PERSON (EXCEPT FOR THE FAILURE TO COMPLY WITH THE PROPRIETARY RIGHTS OR CONFIDENTIALITY PROVISIONS HEREOF) FOR:

(a) A MONETARY AMOUNT GREATER THAN THE AMOUNTS PAID HEREUNDER; AND

(b) ANY LOSS OR INJURY TO EARNINGS, PROFITS OR GOODWILL, OR FOR ANY INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY PERSON, WHATSOEVER AND WHETHER ARISING IN CONTRACT, TORT, OR OTHERWISE EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

3. Arbitration

All disputes involving this Agreement, except actions arising under the copyright provision of Title 17 of the U.S. Code, shall be determined under the law of the State of Colorado and shall be submitted to an arbitrator

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appointed and operating under the Uniform Arbitration Act and the procedural rules of the American Arbitration Association. The location of the arbitration hearing will be chosen by the party not initiating the arbitration or action. The written decision of the arbitrator shall be final, binding and convertible to a Court judgment in any appropriate jurisdiction.

4. Insurance

4.1 During the term of this Agreement, Consultant shall maintain in effect the following minimum levels of insurance coverage:

(a) Single limit liability insurance in the amount of one million dollars (\$1,000,000) for bodily injury and property damage caused by negligent acts or omissions of Consultant or Consultant's employees or any damages caused by errors and omissions of Consultant or Consultant's employees in the performances hereunder.

(b) Comprehensive automobile liability insurance in the amount of one million dollars (\$1,000,000), combined single limit liability.

(c) Workers' compensation and employers liability insurance in amounts sufficient to satisfy the requirements of the jurisdictions in which this Agreement shall be performed.

4.2 A certificate of insurance evidencing this coverage will be provided to J.D. Edwards by Consultant if requested by J.D. Edwards.

4.3 J.D. Edwards will be named as an additional insured by Consultant's insurer if requested by J.D. Edwards.

5. Equal Opportunity

5.1 During the performance of this Agreement, Consultant agrees:

(a) not to discriminate against any employee or applicant for employment because of race, creed, color, religion, sex, age or national origin; and

(b) to take affirmative action to ensure that applicants become employed, and other employees are treated during employment without regard to their race, creed, color, religion, sex, age or national origin.

6. General

6.1 The waiver of one breach hereunder shall not constitute the waiver of any other or subsequent breach.

6.2 All notices shall be in writing and sent by certified mail, postage prepaid, return receipt requested to the address written above or such other address as notified to the other party and such notice shall be deemed to be made on the fifth day after such mailing.

6.3 No amendments, modifications or supplements to this Agreement shall be binding unless in writing and signed by both parties.

6.4 No action, regardless of form arising out of this Agreement may be brought by either party more than

one (1) year after the cause of arbitration or action arose.

6.5 If any provision of this Agreement is held to be unenforceable, such decision shall not affect the validity or enforceability of the remaining provisions.

6.6 This Agreement may be executed in two or more identical copies, each of which shall be an original.

6.7 All monetary amounts are in United States dollars, payable in ready funds through a United States bank.

6.8 In the event Consultant issues a purchase order or other instrument covering the subject matter of this Agreement, it is understood and agreed that such purchase order is for Consultant's internal use and shall not affect this Agreement.

6.9 Neither party shall assign this Agreement or any right therein or delegate any duty thereunder without the prior written consent of the other, provided, however, that J.D. Edwards shall be entitled to assign, delegate or transfer this Agreement, or any of its rights or obligations under this Agreement, to any entity under common control and ownership or to any purchaser of all or substantially all of J.D. Edwards' assets or stock without approval of Consultant.

6.10 Neither this Agreement nor the performance by the parties hereunder shall constitute or be deemed to be an endorsement or recommendation of the products or services of either party. Neither party shall make any press release or other public disclosure of this Agreement or the terms hereof without the express written consent of the other.

ARTICLE IV OBLIGATIONS OF CONSULTANT

1. Consultant agrees that all right, title, and interest in or to all ideas, concepts, computer programs, documentation, flow diagrams, know-how, techniques, processes, inventions, discoveries, developments, innovations, improvements, trade secrets, trademarks, service marks, writings, works, works of authorship, and technical information conceived, created, prepared, or made by Consultant, whether alone or with others, as a result of Consultant's performance under this Agreement ("J.D. Edwards Rights") shall be the property of J.D. Edwards. The parties agree that J.D. Edwards Rights may include, but are not limited to, patent rights, copyrights, trade secret rights, and other forms of intellectual property. Consultant agrees to take, and cause each Consultant Employee to take, such actions as J.D. Edwards may reasonably request, at J.D. Edwards' expense but without additional compensation to Consultant, to (a) execute, acknowledge, and deliver assignments and other documents to establish or confirm J.D. Edwards' sole ownership of J.D. Edwards Rights, (b) assist J.D. Edwards in obtaining or maintaining patents and trademark or copyright registrations, (c) testify regarding J.D. Edwards Rights, and (d) otherwise assist

J.D. Edwards in the preservation and protection of J.D. Edwards Rights. Consultant shall not take any action or make any claim adverse to J.D. Edwards' sole ownership or J.D. Edwards Right.

2. Consultant hereby assigns and agrees to assign to J.D. Edwards all right, title, and interest in or to all ideas, concepts, know-how, techniques, processes, inventions, discoveries, developments, innovations, improvements, and technical information conceived or made by Consultant, whether alone or with others, as a result of Consultant's performance of this Agreement ("J.D. Edwards Inventions").

3. Consultant agrees that any work which is created or prepared by Consultant under this Agreement which may be a "work made for hire" shall be a "work made for hire." Consultant hereby assigns and agrees to assign to J.D. Edwards all of its right, title, and interest in the copyright in all other works which are created or prepared by Consultant under this Agreement, and all extensions and renewals thereof. Contractor hereby waives and agrees to waive all moral rights relating to any work created or prepared by Consultant under this Agreement, including, without limitation, all rights of identification of authorship, and any rights of approval, restriction, or limitation on the use of the work or of any subsequent modifications.

4. Consultant acknowledges that in rendering Consulting Services to J.D. Edwards Consultant will receive information that is not publicly available and that J.D. Edwards regards as being confidential, which may include but is not limited to information relating to J.D. Edwards' employees, products, research, development, marketing or business plans (referred to as "J.D. Edwards Information"). Consultant agrees to receive J.D. Edwards Information and information relating to J.D. Edwards Rights in confidence, to not disclose same to any person or entity not a party of this Agreement and to not disclose same to any person or entity not a party to this Agreement and to not use same for the benefit of Consultant or any third party. Consultant agrees to pay for any and all damages sustained by J.D. Edwards due to the unauthorized disclosure or use of any such J.D. Edwards Information or information relating to J.D. Edwards' Rights by Consultant. Consultant's obligations under this paragraph of this Article IV shall continue with respect to each item of J.D. Edwards Information and each item of information relating to J.D. Edwards Rights until J.D. Edwards publishes said item or until said item becomes public other than by an act of Consultant in breach of this Agreement.

5. In order to protect J.D. Edwards Rights, and J.D. Edwards Inventions as the confidential and proprietary property of J.D. Edwards, Consultant agrees that during the terms of this Agreement and during the period of two (2) years after termination or expiration thereof, Consultant shall not directly or indirectly

encourage nor seek to influence any employee of J.D. Edwards to quit or leave J.D. Edwards' employment nor to commence employment with Consultant nor shall Consultant employ any employee or former employee of J.D. Edwards.

6. Consultant acknowledges that it is of special importance to J.D. Edwards to maintain J.D. Edwards Information in confidence and to continue to employ all J.D. Edwards employees, especially those to whom Consultant rendered Consulting Services hereunder. Consultant further acknowledges that a breach by Consultant of any provisions of this Article IV will cause J.D. Edwards irreparable injury and damage such that J.D. Edwards shall be entitled, in addition to all other remedies available to it, to injunction and/or other equitable relief to prevent a breach of this Agreement or any part of it and to secure its performance.

7. Consultant shall comply with J.D. Edwards' rules, policies, and procedures with respect to security of, access to, and use of J.D. Edwards' premises, telephones, electronic mail, telecommunications, and computer facilities and all such facilities shall be used solely for the purposes of this Agreement. Consultant shall not load any software onto J.D. Edwards' computers without the prior written consent of J.D. Edwards.

8. Nothing in this Agreement is intended to prevent Consultant's Employee from using ideas, concepts, know-how, or techniques that are retained solely as mental impressions and that are generally applicable in the industry but not specific to J.D. Edwards' software products and that are within the ordinary competence of professionals or technicians similar in skill and experience to Consultant's Employee.

Consultant's Employees shall be:

Name

Address/Telephone

Each of Consultant's Employees has received a copy of Article IV, above, and, by his/her signature below, hereby personally agrees to the obligations of "Consultant" as stated in Article IV above.

Employee

Date

Employee

Date

Employee

Date

Employee

Date

Employee

Date