

# **EXHIBIT L**

## EMPLOYEE PROPRIETARY INFORMATION, INVENTIONS, AND NON-SOLICITATION AGREEMENT

This Employee Proprietary Information, Inventions, Non-competition, and Non-solicitation Agreement ("Agreement") is made in consideration for my employment or continued employment by J.D. Edwards & Co., or its subsidiaries or affiliates (collectively "J.D. Edwards"), and the compensation now and hereafter paid to me. I hereby agree as follows:

### 1. NONDISCLOSURE.

**1.1 Recognition of J.D. Edwards' Rights; Nondisclosure.** At all times during my employment and thereafter, I will hold in strictest confidence and will not disclose, use, lecture upon, or publish any of J.D. Edwards' Proprietary Information (defined below), except as such disclosure, use, or publication may be required by my work for J.D. Edwards or an officer of J.D. Edwards authorized such in writing. I will obtain J.D. Edwards' written approval before publishing or submitting for publication any material that relates to my work at J.D. Edwards and/or incorporates any Proprietary Information. I hereby assign to J.D. Edwards any rights I may have or acquire in such Proprietary Information and recognize that all Proprietary Information shall be the sole property of J.D. Edwards and its assigns.

**1.2 Proprietary Information.** The term "Proprietary Information" shall mean any and all confidential and/or proprietary knowledge, data, or information of J.D. Edwards. By way of illustration, but not limitation, "Proprietary Information" includes: (a) trade secrets, inventions, ideas, processes, formulas, source and object codes, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs and techniques (hereinafter collectively referred to as "Inventions"); (b) information regarding research, development, new products, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers; and (c) information regarding the skills and compensation of other employees of J.D. Edwards. Notwithstanding the preceding sentence, I am free to use information which is generally known in the trade or industry that is not gained as result of a breach of this Agreement and my own, skill, knowledge, know-how, and experience to whatever extent and in whichever way I wish.

**1.3 Third Party Information.** I understand that J.D. Edwards has received and in the future will receive from third parties confidential or proprietary information ("Third Party Information") subject to a duty of J.D. Edwards to maintain the confidentiality of such information and to use it only for certain limited purposes. During my employment and thereafter, I will hold Third Party Information in the strictest confidence and will not disclose to anyone (other than J.D. Edwards personnel who need to know such information in connection with their work for J.D. Edwards) or use, except in connection with my work for J.D. Edwards, Third Party Information unless authorized by an officer of J.D. Edwards in writing.

**1.4 No Improper Use of Information of Prior Employers and Others.** During my employment by J.D. Edwards I will not improperly use or disclose any confidential information or trade secrets, if any, of any former employer or any other person to whom I have an obligation of confidentiality, and I will not bring onto the premises of J.D. Edwards any unpublished documents or any property belonging to any former employer or other person unless consented to in writing by that former employer or person. I will use in the performance of my duties only information that is generally known and used by persons with training and experience comparable to my own, that is common knowledge in the industry or otherwise legally in the public domain, or that is otherwise provided or developed by J.D. Edwards.

### 2. ASSIGNMENT OF INVENTIONS.

**2.1 Proprietary Rights.** The term "Proprietary Rights" shall mean all trade secret, patent, copyright, and other intellectual property rights throughout the world.

**2.2 Prior Inventions.** Inventions, patented or unpatented, which I made prior to my employment with J.D. Edwards, are excluded from this Agreement. To preclude any uncertainty, I have set forth on the last page of this Agreement a complete list of all Inventions that I have, alone or jointly with others, conceived, developed or reduced to practice or caused to be conceived, developed or reduced to practice prior to the my employment with J.D. Edwards, that I consider to be my property or other's property and that I wish to have excluded from the scope of this Agreement (collectively referred to as "Prior Inventions"). If disclosure of any such Prior Invention would violate any prior confidentiality agreement, I understand that I am not to list such Prior Inventions below but am only to disclose a cursory name for each such invention, the party to whom it belongs, and that full disclosure as to such inventions has not been made for that reason. A space is provided below for such purpose. If no such disclosure is attached, I represent that there are no Prior Inventions. If, in the course of my employment with J.D. Edwards, I incorporate a Prior Invention into a J.D. Edwards product, process or machine, J.D. Edwards is hereby granted a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license (with rights to sublicense through multiple tiers of sublicensees) to make, have made, modify, use and sell such Prior Invention. Notwithstanding the preceding sentence, I agree that I will not incorporate, or permit to be incorporated, Prior Inventions in any J.D. Edwards Inventions without J.D. Edwards' prior written consent.

**2.3 Assignment of Inventions.** Subject to Sections 2.4, and 2.6, I hereby assign and agree to assign in the future (when any such Inventions or Proprietary Rights are first reduced to practice or first fixed in a tangible medium, as applicable) to J.D. Edwards (or to a third party including, without limitation, the United States, as directed by J.D. Edwards) all my right, title and interest in and to any and all Inventions (and all Proprietary Rights with respect thereto) whether or not patentable or registrable under copyright or similar statutes, made or conceived or reduced to practice or learned by me, either alone or jointly with others, during my employment with J.D. Edwards. Inventions assigned to J.D. Edwards, or to a third party as directed by J.D. Edwards pursuant to this Section 2, (collectively "J.D. Edwards Inventions").

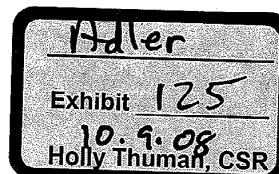
**2.4 Nonassignable Inventions.** In the event of a specifically applicable state law, regulation, rule, or public policy that prohibits assignment ("Specific Inventions Law"), this Agreement will not require assignment of any invention which qualifies for protection under a Specific Inventions Law because any such invention was developed entirely on my own time without using J.D. Edwards' equipment, supplies, facilities, or trade secrets and neither related to J.D. Edwards' actual or anticipated business, research or development, nor resulted from work performed by me for J.D. Edwards. In the absence of a Specific Inventions Law, the preceding sentence will not apply.

**2.5 Obligation to Keep J.D. Edwards Informed.** During my employment and for six months thereafter, I will promptly disclose to J.D. Edwards fully and in writing all Inventions authored, conceived or reduced to practice by me, either alone or jointly with others. At the time of each such disclosure, I will advise J.D. Edwards in writing of any Inventions that I believe qualify for protection under a Specific Inventions Law; and I will at that time provide to J.D. Edwards in writing all evidence necessary to substantiate that belief. J.D. Edwards will keep in confidence and will not use for any purpose or disclose to third parties without my consent any confidential information disclosed in writing to J.D. Edwards pursuant to this Agreement relating to Inventions that qualify for Specific Inventions Law protection. I will preserve the confidentiality of any Invention that does not qualify for Specific Inventions Law protection.

**2.6 Works for Hire.** I acknowledge that all original works of authorship which are made by me (solely or jointly with others) within the scope of my employment and which are protectable by copyright are "works made for hire," pursuant to United States Copyright Act (17 U.S.C., Section 101).

**2.7 Enforcement of Proprietary Rights.** I will assist J.D. Edwards to obtain, and enforce Proprietary Rights relating to J.D. Edwards Inventions in any and all countries. To that end I will execute, verify and deliver such documents and perform such other acts (including appearances as a witness) as J.D. Edwards may reasonably request for use in applying for, obtaining, and enforcing such Proprietary Rights and the assignment thereof. In addition, I will execute assignments of such Proprietary Rights to J.D. Edwards or its designee. I will assist J.D. Edwards with respect to Proprietary Rights relating to such J.D. Edwards Inventions in any and all countries beyond the termination of my employment, but J.D. Edwards shall compensate me at a reasonable rate after my termination for the time actually spent by me on such assistance. If J.D. Edwards is unable, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraph, I hereby irrevocably appoint J.D. Edwards and its officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act in my behalf to execute, verify and file any such documents and to do all other acts to further the purposes of the preceding paragraph as if executed by me. I hereby waive and quitclaim to J.D. Edwards any and all claims which I now or may hereafter have for infringement of any Proprietary Rights assigned hereunder to J.D. Edwards.

**3. NO CONFLICTS OR SOLICITATION.** I acknowledge that during my employment I will have access to and knowledge of Proprietary Information. To protect J.D. Edwards' Proprietary Information, I agree that during my employment by J.D. Edwards I will not, without J.D. Edwards' express written consent, engage in any other employment or business activity directly related to the business in which J.D. Edwards is now or becomes involved, nor will I engage in any other activities which conflict with my obligations to J.D. Edwards. During my employment by J.D. Edwards and continuing one year after, I will not directly or indirectly induce: (a) any employee of J.D. Edwards to terminate or negatively alter his or her relationship with J.D. Edwards; or (b) any actual or prospective customer, supplier, vendor, consultant or Independent contractor of J.D. Edwards to terminate or negatively alter his, her or its actual or potential relationship with J.D. Edwards. If any restriction set forth in this Section is found to be unenforceable because it extends for too long a period of time or over too great a range of activities or in too broad a geographic area, it shall be interpreted to extend only over the maximum period of time, range of activities or geographic area as to which it may be enforceable.



ORCL00160518

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
Case #: 07-cv-01658-PJH  
PLNTF EXHIBIT NO. 0902  
Date Admitted: \_\_\_\_\_  
By: \_\_\_\_\_  
Nichole Heuerman, Deputy Clerk

4. **RECORDS.** I agree to keep records (in the form of notes, sketches, drawings and in any other form that may be required by J.D. Edwards) of all Proprietary Information developed by me and all Inventions made by me during my employment at J.D. Edwards, which records shall be available to and remain the sole property of J.D. Edwards.

5. **NO CONFLICTING OBLIGATION.** I represent that my performance of this Agreement and as an employee of J.D. Edwards does not and will not breach any agreement to keep in confidence information acquired by me in confidence or in trust prior to my employment by J.D. Edwards. I have not entered into, and I will not enter into, any agreement either written or oral in conflict with my employment with J.D. Edwards.

6. **RETURN OF COMPANY MATERIALS.** When I leave the employ of J.D. Edwards, I will deliver to J.D. Edwards any and all drawings, notes, memoranda, specifications, devices, formulas, and documents, together with all copies thereof, and any other material containing or disclosing any J.D. Edwards Inventions, Third Party Information, or Proprietary Information. I further agree that any property situated on J.D. Edwards' premises or owned by J.D. Edwards, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by J.D. Edwards personnel at any time with or without notice.

7. **LEGAL AND EQUITABLE REMEDIES.** Because my services are personal and unique and because I may have access to and become acquainted with the Proprietary Information of J.D. Edwards, J.D. Edwards shall have the right to enforce this Agreement by injunction, specific performance or other equitable relief, without bond and without prejudice to any other rights and remedies that J.D. Edwards may have for a breach of this Agreement.

8. **NOTICES.** Any notices required or permitted hereunder shall be given to the appropriate party at the address specified in this Agreement or at such other address as the party shall specify in writing. Such notice shall be deemed given upon personal delivery to the appropriate address or if sent by certified or registered mail, three days after the date of mailing.

9. **NOTIFICATION OF NEW EMPLOYER.** In the event that I leave the employ of J.D. Edwards, I hereby consent to the notification of my new employer of my rights and obligations under this Agreement.

10. **GENERAL PROVISIONS.**

10.1 **Governing Law.** This Agreement will be governed by and construed according to the internal laws of the State of Colorado.

10.2 **Severability.** In case any of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. If r, any of the provisions of this Agreement shall be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law, as it shall then appear.

10.3 **Successors and Assigns.** This Agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of J.D. Edwards, its successors, and its assigns.

10.4 **Survival.** The provisions of this Agreement shall survive the termination of my employment and the assignment of this Agreement by J.D. Edwards to any successor in interest or other assignee.

10.5 **Employment.** I agree that my employment is at-will which means I or the company each have the right to terminate my employment at will, with or without advanced notice and with or without cause. I further agree and understand that nothing in this Agreement shall confer any right to continuation of employment by J.D. Edwards, nor shall it interfere in any way with my right or J.D. Edwards' right to terminate my employment at any time, with or without cause.

10.6 **Waiver.** No waiver by J.D. Edwards of any breach of or of any right of this Agreement shall be a waiver of any preceding or succeeding breach or of any other right. J.D. Edwards shall not be required to give notice to enforce strict adherence to all terms of this Agreement.

10.7 **Entire Agreement.** The obligations pursuant to Sections 1 through 3 and Sections 5 and 6 (including all subparts) of this Agreement shall apply to any time during which I was previously employed, or am in the future employed, by J.D. Edwards as a consultant if no other agreement governs nondisclosure and assignment of inventions during such period. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between us. No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the party to be charged. Any subsequent change in my duties or compensation will not affect the validity or scope of this Agreement

This Agreement shall be effective as of the first day of my employment with J.D. Edwards, namely \_\_\_\_\_, 20\_\_.

I HAVE READ THIS AGREEMENT CAREFULLY AND UNDERSTAND ITS TERMS. I HAVE COMPLETELY FILLED OUT THE SECTION BELOW ON PRIOR INVENTIONS.

Dated: \_\_\_\_\_

Signature \_\_\_\_\_

Address \_\_\_\_\_

Printed Name \_\_\_\_\_

**PRIOR INVENTIONS**

1. Except as listed in Section 2 below, the following is a complete list of all inventions or improvements that have been made or conceived or first reduced to practice by me alone or jointly with others prior to my engagement by J.D. Edwards:

No inventions or improvements.

See below:

Additional sheets attached.

2. Due to a prior confidentiality agreement, I cannot complete the disclosure under Section 1 above with respect to inventions or improvements generally listed below, the proprietary rights and duty of confidentiality with respect to which I owe to the following party(ies):

Invention or Improvement      Party(ies)      Relationship

1.

2.

3.

Additional sheets attached.