

# EXHIBIT 7

# COPY

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15 Attorneys for Plaintiffs  
Oracle Corporation, Oracle USA, Inc.,  
16 and Oracle International Corporation

17 UNITED STATES DISTRICT COURT  
18 NORTHERN DISTRICT OF CALIFORNIA  
19 SAN FRANCISCO DIVISION

20  
21 ORACLE CORPORATION, a Delaware  
corporation, ORACLE USA, INC., a Colorado  
22 corporation, and ORACLE INTERNATIONAL  
CORPORATION, a California corporation,

23 Plaintiffs,

24 v.

25 SAP AG, a German corporation, SAP  
AMERICA, INC., a Delaware corporation,  
26 TOMORROWNOW, INC., a Texas corporation,  
and DOES 1-50, inclusive,

27 Defendants.  
28

CASE NO. 07-cv-01658 (PJH)

**PLAINTIFFS' SECOND SET OF  
REQUESTS FOR PRODUCTION OF  
DOCUMENTS TO DEFENDANTS**

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**PROPOUNDING PARTIES:** Plaintiffs Oracle Corporation, Oracle USA, Inc., and Oracle International Corporation  
**RESPONDING PARTY:** Defendants SAP AG, SAP America, Inc., and TomorrowNow, Inc.  
**SET NUMBER:** Two

Pursuant to Federal Rule of Civil Procedure 34, plaintiffs Oracle Corporation, Oracle USA, Inc., and Oracle International Corporation (collectively, "Oracle") hereby request that defendants SAP AG, SAP America, Inc. ("SAP America"), and TomorrowNow, Inc. ("SAP TN") (collectively, "Defendants") produce the following documents, within thirty (30) days of service of these Requests and in accordance with the Federal Rules of Civil Procedure and the attached Definitions and Instructions, at the offices of Bingham McCutchen LLP, 3 Embarcadero Center, San Francisco, California 94111, or at such other time or place as may be mutually agreed upon by counsel for the parties.

**DEFINITIONS**

Unless otherwise indicated, the following definitions shall apply to each of the Requests for Production below.

1. "And" and "or" shall be construed both conjunctively and disjunctively and each shall include the other whenever such construction will serve to bring within the scope of these Requests any information that would not otherwise be brought within their scope.

2. "Business Model" refers to business operations, plan, strategy, and approach.

3. "Communication" means any and all contact or transmission of information between two or more Persons, whether in a face-to-face meeting, telephone conversation, or otherwise, or whether by letter, electronic mail, instant messaging system, facsimile transmission, cable, letters, correspondence, video conference, message, or any other method or medium of information transfer or exchange.

4. "Customer" refers to Defendants' current and former customers and clients, including without limitation all customers listed or described on SAP TN's website.

5. "Customer Connection" means the Oracle-maintained support website for

1 PeopleSoft and JD Edwards customers and all associated Software and Support Materials,  
2 hardware, software, physical server locations, and internet protocol addresses.

3 6. "Customer Contracts" means Defendants' contracts and agreements with  
4 Customers, including, but not limited to Terms and Conditions, ordering documents,  
5 incorporated policies, and service agreements.

6 7. "Document(s)" is used in these Requests as broadly as is allowed under the  
7 Federal Rules of Civil Procedure, and thus includes without limitation writings; records; files;  
8 correspondence; reports; memoranda; calendars; diaries; minutes; electronic messages;  
9 voicemail; email; telephone message records or logs; computer and network activity logs; data  
10 on hard drives; backup data; data on removable computer storage media such as tapes, disks,  
11 and cards; printouts; document image files; web pages; databases; spreadsheets; software;  
12 hardware; books; ledgers; journals; orders; invoices; bills; vouchers; checks; statements;  
13 worksheets; summaries; compilations; computations; charts; diagrams; graphic presentations;  
14 drawings; films; charts; digital or chemical process photographs; video, phonographic, tape, or  
15 digital records or transcripts thereof; drafts; jottings; and notes. "Document(s)" also includes  
16 any copies that differ in any respect from the original or other versions of the Document(s), such  
17 as, but not limited to, copies containing notations, insertions, corrections, marginal notes, or any  
18 other variations.

19 8. "Download" means any duplication, copying, transfer, or replication, in whole or  
20 in part, of any file, document, data, or other information from an outside source connected  
21 through the internet to a computer, server, or network that is part of another Person's computer  
22 infrastructure or subject to that Person's control.

23 9. "Local Environment" means any software application component, including  
24 without limitation any application, development tools, PeopleTools, compiler, database, or data  
25 structure, or any combination thereof, that resides or resided on any electronic media owned by  
26 SAP AG, SAP America, or SAP TN and that was created by copying or installing software  
27 provided by Oracle to any Person, including any of Defendants' Customers.

28



1 name, present and last known addresses, telephone numbers, titles (and positions), and  
2 occupations of those individuals who prepared, produced, reproduced, and received said  
3 Document, including all authors, senders, recipients, "cc" recipients, and "bcc" recipients; (3) the  
4 number of pages withheld; and (4) a description sufficient to identify the Document without  
5 revealing the information for which the privilege is claimed, including the general subject matter  
6 and character of the Document (e.g., letter, memorandum, notes, etc.).

7 2. If only a portion of a responsive Document is privileged against disclosure, You  
8 must produce the responsive non-privileged portion of the Document in redacted form, provided  
9 that the redacted material is identified and the basis for the claim of privilege is stated as  
10 provided in Instruction No. 1 above.

11 3. If a Document once existed, but has been lost or destroyed, or otherwise is no  
12 longer in Your possession, custody, or control, identify the Document and state the details  
13 concerning the loss of such Document, including the name, title, and address of the present  
14 custodian of any such Document, if known to You.

15 4. Pursuant to Federal of Civil Procedure 26(e), Your responses to the following  
16 Requests for Production are to be promptly supplemented to include any subsequently acquired  
17 Documents and information.

18 5. Subject to the Parties' agreement to extend the discovery timeline, and unless  
19 otherwise stated, all Requests for Production refer to the period of time since January 1, 2002  
20 and through the present day.

## 21 REQUESTS FOR PRODUCTION

### 22 *Integration of SAP TN with SAP America and SAP AG*

#### 23 REQUEST FOR PRODUCTION NO. 1:

24 All Documents relating to Project Blue (and any related or predecessor or successor  
25 proposals, programs, plans, or projects) including without limitation Communications, meeting  
26 notes, projections, financial analyses, models, valuations, memoranda, correspondence,  
27 agreements, proposals, and presentations.

1     **REQUEST FOR PRODUCTION NO. 2:**

2             All Documents relating to any plans, proposals, projects, or discussions by or between  
3 any Defendant(s) relating to SAP TN's potential or actual provision of software support services  
4 for Oracle-branded software applications, including without limitation Siebel, Retek, Hyperion,  
5 and eBusiness Suite.

6     **REQUEST FOR PRODUCTION NO. 3:**

7             All Documents obtained by SAP AG or SAP America prior to the acquisition of SAP TN  
8 relating to SAP TN's creation, duplication, replication, termination, and Use of Local  
9 Environments or Updates/Fixes.

10    **REQUEST FOR PRODUCTION NO. 4:**

11            All Documents relating to access of any kind by SAP AG or SAP America to any Local  
12 Environments or Updates/Fixes, or to the substance of any Local Environments or  
13 Updates/Fixes.

14

15    *Safe Passage and SAP TN's Software Support Services*

16    **REQUEST FOR PRODUCTION NO. 5:**

17            All Communications between any Defendant and any Defendant's actual or potential  
18 Customers relating to SAP TN's Business Model, including without limitation all  
19 Communications relating to the legality of SAP TN's Business Model, and to how SAP TN was  
20 able to or planned to make its service and/or support offerings on any Oracle-branded software  
21 applications, including PeopleSoft, JD Edwards, Siebel, Retek, Hyperion, and eBusiness Suites..

22    **REQUEST FOR PRODUCTION NO. 6:**

23            For all Customers ever claimed by any Defendant as part of, or having been recruited or  
24 won through, Safe Passage, all Documents relating to SAP AG or SAP America's Contracts with  
25 those Customers, including all drafts, versions, and revisions of Contracts and all Documents  
26 relating to negotiation of those contracts.

27    **REQUEST FOR PRODUCTION NO. 7:**

28            All Documents relating to any Communications by or between any Defendant and any

1 Customer ever claimed by any Defendant as part of, or as having been recruited or won through,  
2 Safe Passage, including all Documents provided to any such Customers by any Defendant and  
3 any Documents evidencing the reasons for any such Customers' purchasing decisions.

4 **REQUEST FOR PRODUCTION NO. 8:**

5 All Documents relating to any plans, efforts, or strategies to sell or license SAP-branded  
6 applications to SAP TN Customers.

7 **REQUEST FOR PRODUCTION NO. 9:**

8 Remote access for inspection to, and forensic copies of, any Oracle software application  
9 in Defendants' possession, custody, or control other than PeopleSoft or JDE software  
10 applications, including without limitation Siebel, eBusiness Suite, Hyperion, or Retek software  
11 applications.

12 **REQUEST FOR PRODUCTION NO. 10:**

13 All Documents consisting of or relating to any Communications with any analysts, press,  
14 media, or other Persons with regard to SAP TN's Business Model or Safe Passage.

15 **REQUEST FOR PRODUCTION NO. 11:**

16 All Documents consisting of or relating to any Communications with any analysts, press,  
17 media, or other Persons with regard to the allegations in Oracle's Complaint, First Amended  
18 Complaint, or Second Amended Complaint.

19 **REQUEST FOR PRODUCTION NO. 12:**

20 All Documents relating to any Defendant's competitive intelligence or analyses with  
21 regard to Oracle, any Oracle-branded software application, or support services for any Oracle-  
22 branded software application, including Communications, market analyses, projections,  
23 presentations, or reports.

24

25 *Financials, Accounting, and Damages*

26 **REQUEST FOR PRODUCTION NO. 13:**

27 Summary sales and profit numbers for (a) all SAP TN Customers since its inception, (b)  
28 all Safe Passage deals; (c) all Safe Passage deals for which SAP TN was a component (*i.e.*, those

1 for which SAP TN did, does, or will provide software support services on Oracle-branded  
2 software applications to a Customer), and (d) all SAP sales or licenses to any SAP TN Customer  
3 after the acquisition of SAP TN.

4 **REQUEST FOR PRODUCTION NO. 14:**

5 Customer-specific sales reports, comparable to TN-OR00130333 and TN-OR00979779,  
6 for (a) all SAP TN Customers since its inception, (b) all Safe Passage deals; (c) all Safe Passage  
7 deals for which SAP TN was a component (*i.e.*, those for which SAP TN did, does, or will  
8 provide software support services on Oracle-branded software applications to a Customer), and  
9 (d) all SAP sales or licenses to any SAP TN Customer after the acquisition of SAP TN.

10 **REQUEST FOR PRODUCTION NO. 15:**

11 All Documents relating to reports, summaries, or compilations, with kinds of data  
12 comparable to that found in TN-OR00130333 and TN-OR00979779, listing Safe Passage  
13 Customers after January 15, 2005 and identifying components of those Safe Passage deals (*e.g.*,  
14 SAP TN service, integration services, migration services, applications sales) and revenues and  
15 term lengths associated with those components.

16 **REQUEST FOR PRODUCTION NO. 16:**

17 For all Safe Passage deals, including but not limited to those for which SAP TN was a  
18 component, all Documents relating to any discussions, Communications about, or other evidence  
19 that SAP TN was not relevant to the Customer's decision to buy or license other goods or  
20 services from SAP AG or SAP America.

21 **REQUEST FOR PRODUCTION NO. 17:**

22 All Documents relating to quantifications, analyses, or Communications about actual or  
23 projected revenue lost by Oracle because of SAP TN's actions, offerings, or deals or because of  
24 any aspect of the Safe Passage program.

25 **REQUEST FOR PRODUCTION NO. 18:**

26 Pro-formas and forecasts (and any assumptions, analyses, and financial back-up) for  
27 sales, revenue, and profits for (a) any aspect of the Safe Passage program, (b) SAP TN's  
28 expected contributions to the Safe Passage program (including anticipated service revenues and

1 assistance in driving applications sales), and (c) SAP TN's software support services for any  
2 Oracle-branded software applications (including without limitation PeopleSoft, JD Edwards,  
3 eBusiness Suite, Retek, and Hyperion) and any follow-on sales or licenses (e.g., future  
4 applications sales or licenses) projected in connection with SAP TN's offering of such software  
5 support services.

6 **REQUEST FOR PRODUCTION NO. 19:**

7 All relevant draft or final business cases (and any assumptions, analyses, and financial  
8 back-up), including but not limited to those related to the SAP TN acquisition or to any proposed  
9 expansions of SAP TN software support services to any Oracle-branded software applications.

10 **REQUEST FOR PRODUCTION NO. 20:**

11 All Documents relating to or reflecting the 1:10 and 1:18 metrics contained in Depo. Ex.  
12 174, or to any other instances in which these metrics were discussed, adopted, or rejected by any  
13 Defendant.

14 **REQUEST FOR PRODUCTION NO. 21:**

15 All Documents relating to SAP AG or SAP America's historic applications sales pipeline  
16 close rates, including percent closed, time to close, and factors driving closure.

17 **REQUEST FOR PRODUCTION NO. 22:**

18 All Documents relating to SAP AG or SAP America's historic service contract and  
19 application license renewal rates, including percent renewed and factors driving renewal.

20 **REQUEST FOR PRODUCTION NO. 23:**

21 All Documents relating to licenses, contracts, or agreements between SAP AG or SAP  
22 America and any independent (non-affiliated, non-partner) software support service provider for  
23 SAP-branded software applications or to any license Defendants deem comparable to the type of  
24 license that would have been required between Oracle and SAP TN for the type of activities  
25 engaged in by Defendants.

26 **REQUEST FOR PRODUCTION NO. 24:**

27 Documents sufficient to show the monthly and yearly amounts spent by SAP AG, SAP  
28 America, and SAP TN on research and development at SAP TN for any purpose, including

1 without limitation support services, software applications, Updates/Fixes, and Software and  
2 Support Materials.

3 **REQUEST FOR PRODUCTION NO. 25:**

4 All Documents discussing, analyzing, or otherwise relating to whether or when former  
5 PeopleSoft, J.D. Edwards, Siebel, Hyperion, or Retek customers would become or stay Oracle  
6 customers after Oracle's acquisitions of those companies, including all Documents discussing,  
7 analyzing, or otherwise relating to whether or when any such customers might become SAP TN  
8 or SAP customers and what types of goods or services any were likely to purchase.

9 **REQUEST FOR PRODUCTION NO. 26:**

10 All Documents analyzing or assigning any kind of assumed per-customer value to any  
11 actual or potential former Siebel, Hyperion, or Retek customers, whether as purchasers of  
12 services from SAP TN, or as purchasers of goods or services from SAP.

13 **REQUEST FOR PRODUCTION NO. 27:**

14 All Documents related to the allocation of the purchase price for Business Objects,  
15 including the determination of the fair value in accordance with FAS 141 and 142 of the  
16 identified intangible assets acquired.

17

18 *Online Access*

19 **REQUEST FOR PRODUCTION NO. 28:**

20 All Documents constituting security measures or means for SAP AG or SAP America's  
21 customer-facing websites or portals, including without limitation security or protection methods,  
22 credential requirements, monitoring policies or procedures, and enforcement policies or  
23 procedures.

24

25 *Local Environments and Updates/Fixes*

26 **REQUEST FOR PRODUCTION NO. 29:**

27 A forensic copy of each Local Environment, and each Update/Fix, created, duplicated,  
28 modified, or otherwise Used by any Defendant.

1    **REQUEST FOR PRODUCTION NO. 30:**

2           All Documents relating to each Local Environment and each Update/Fix created,  
3    duplicated, modified, or otherwise Used by any Defendant, including without limitation all  
4    Communications with any Customer or potential future customer relating to Local Environments  
5    or Updates/Fixes.

6    **REQUEST FOR PRODUCTION NO. 31:**

7           All Documents relating to the creation or development of any plan, process, policy, or  
8    technique for creating, duplicating, modifying, or otherwise Using Local Environments or  
9    Updates/Fixes.

10   **REQUEST FOR PRODUCTION NO. 32:**

11          All Documents relating to any hardware, software, middleware, or firmware any  
12    Defendant has Used to create, duplicate, modify, store, manage, or otherwise Use Local  
13    Environments or Updates/Fixes.

14   **REQUEST FOR PRODUCTION NO. 33:**

15          All Documents relating to any Defendant's efforts to monitor and manage the creation  
16    and Use of Local Environments and Updates/Fixes, including any efforts to ensure that Local  
17    Environments and Updates/Fixes were or are being provided to, or Used on behalf of, Customers  
18    with appropriate license rights.

19   **REQUEST FOR PRODUCTION NO. 34:**

20          All Documents relating to any Defendant's past, present, and future efforts and plans to  
21    use Local Environments or Updates/Fixes in connection with providing services or selling goods  
22    to Customers or prospective future customers.

23   **REQUEST FOR PRODUCTION NO. 35:**

24          All Documents relating to or constituting any authorization, source, or agreement any  
25    Defendant contends allows any Defendant to legally Use, duplicate, or modify Local  
26    Environments.

27   **REQUEST FOR PRODUCTION NO. 36:**

28          All Documents, including between or from any Customer, relating to SAP TN's ability

1   legally to access, duplicate, modify, or otherwise Use Oracle software, including Local  
2   Environments or Software and Support Materials.

3

4   *Software Support Services for Other Oracle-Branded Software Applications*

5   **REQUEST FOR PRODUCTION NO. 37:**

6         A complete copy of the SAS database.

7   **REQUEST FOR PRODUCTION NO. 38:**

8         All Documents reflecting discussion or analysis of any software support services  
9   provided by Oracle, or any other Person (including, without limitation, Systeme and Rimini  
10   Street), for SAP AG or SAP America software applications.

11

12   *Defendants' Conduct Since March 22, 2007*

13   **REQUEST FOR PRODUCTION NO. 39:**

14         All Documents relating to any Defendant's Use of any Local Environment or Software  
15   and Support Material after March 22, 2007.

16   **REQUEST FOR PRODUCTION NO. 40:**

17         All Documents relating to any effort by any Defendant to "clean" or change the SAP TN  
18   Business Model to eliminate infringing material and stop infringing activity.

19   **REQUEST FOR PRODUCTION NO. 41:**

20         All Documents relating to SAP TN's provision of software support services to its  
21   Customers after March 22, 2007, including without limitation all Communications with SAP  
22   TN's Customers relating to software support services, Oracle, Software and Support Materials,  
23   Customer Connection, Local Environments, or Updates/Fixes.

24   **REQUEST FOR PRODUCTION NO. 42:**

25         All Documents relating to SAP TN's support of Siebel, Retek, Hyperion, and eBusiness  
26   suite products, including without limitation marketing and sales of those support services,  
27   downloads of the Software and Support Materials from Customer Connection, and delivery of  
28   those support materials to any Customer.

1 **REQUEST FOR PRODUCTION NO. 43:**

2 All Documents relating to any attempts, plans, discussions, proposals, or agreements to  
3 sell, transfer, or otherwise provide Oracle Software and Support Materials or any Local  
4 Environment to any Person or entity outside of SAP TN.

5 **REQUEST FOR PRODUCTION NO. 44:**

6 All Documents relating to any attempts, plans, discussions, proposals, or agreements  
7 related to selling, transferring, or winding down of SAP TN's business (or any subpart or aspect  
8 of SAP TN's business).

9 **REQUEST FOR PRODUCTION NO. 45:**

10 All Communications relating to Oracle, Oracle's allegations in this lawsuit, SAP TN's  
11 Business Model, or any Customer between any Defendant and any former employee, agent, or  
12 representative of SAP TN now employed by or otherwise representing Rimini Street.

13

DATED: July 28, 2008

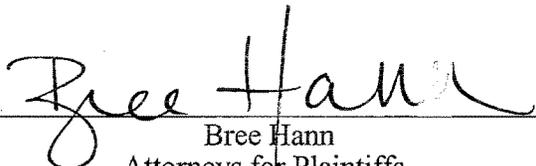
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Bingham McCutchen LLP

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By:   
Bree Hann  
Attorneys for Plaintiffs  
Oracle Corporation, Oracle USA, Inc., Oracle  
International Corporation

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1 **PROOF OF SERVICE**

2 I am over 18 years of age, not a party to this action and employed in the  
3 County of San Francisco, California at Three Embarcadero Center, San Francisco, California  
4 94111-4067. I am readily familiar with the practice of this office for collection and processing  
5 of correspondence by U.S. Mail and Electronic Mail, and they are deposited and/or sent that  
6 same day in the ordinary course of business.

7 Today I served the following document:

8 **PLAINTIFFS' SECOND SET OF REQUESTS FOR**  
9 **PRODUCTION OF DOCUMENTS TO DEFENDANTS**

10  (BY ELECTRONIC MAIL) by transmitting via electronic mail document(s) in  
11 portable document format (PDF) listed below to the email address set forth below  
12 on this date.

13  (BY MAIL) by causing a true and correct copy of the above to be placed in the  
14 United States Mail at San Francisco, California in sealed envelope(s) with postage  
15 prepaid, addressed as set forth below. I am readily familiar with this law firm's  
16 practice for collection and processing of correspondence for mailing with the  
17 United States Postal Service. Correspondence is deposited with the United States  
18 Postal Service the same day it is left for collection and processing in the ordinary  
19 course of business.

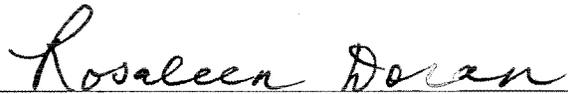
17 Robert A. Mittelstaedt, Esq.  
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19 555 California Street  
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21 San Francisco, CA 94104  
22 Tel: (415) 626.3939

17 Tharan Gregory Lanier, Esq.  
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20 tglanier@JonesDay.com  
21 jfroyd@JonesDay.com

22 I declare that I am employed in the office of a member of the bar of this court at  
23 whose direction the service was made and that this declaration was executed on July 28, 2008, at  
24 San Francisco, California.

25 

26 Rosaleen Doran