

EXHIBIT 8

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16

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

20 ORACLE CORPORATION, a Delaware
21 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
26 AMERICA, INC., a Delaware corporation,
TOMORROWNOW, INC., a Texas corporation,
and DOES 1-50, inclusive,

27 Defendants.
28

Case No. 07-CV-1658 PJH

**PLAINTIFF ORACLE
CORPORATION'S THIRD SET OF
INTERROGATORIES TO
DEFENDANT TOMORROWNOW,
INC. AND SECOND SET OF
INTERROGATORIES TO
DEFENDANTS SAP AG AND SAP
AMERICA, INC.**

07-CV-1658 PJH

PLAINTIFF'S THIRD SET OF INTERROGATORIES TO TOMORROWNOW, INC. AND SECOND SET OF
INTERROGATORIES TO SAP AG AND SAP AMERICA, INC.

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PROPOUNDING PARTY: Oracle Corporation
RESPONDING PARTY: SAP AG, SAP America, Inc., and TomorrowNow, Inc.
SET NUMBER: Three/Two

Pursuant to Rule 33 of the Federal Rules of Civil Procedure and the Local Rules of the U.S. District Court for the Northern District of California, plaintiff Oracle Corporation hereby serves these interrogatories upon defendants SAP AG, SAP America, Inc., and TomorrowNow, Inc. (collectively, "Defendants") to be answered fully, in writing and under oath, and in accordance with the attached Definitions and Instructions, within thirty (30) days after the date of service.

DEFINITIONS

- 1. The use of the singular form of any word includes the plural and vice versa. The past tense shall include the present tense and vice versa. The masculine gender includes the feminine and neuter genders; the neuter gender includes the masculine and feminine genders.
- 2. "All," "any," and "each" shall be construed as "any and every."
- 3. "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 interrogatories any information that would not otherwise be brought within their scope.
- 4. "Complaint" and "First Amended Complaint" mean, respectively, the Complaint filed March 22, 2007 and First Amended Complaint filed June 1, 2007 by Oracle in the United States District Court for the Northern District of California.
- 5. "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.

1 6. “Customer” refers to Defendants’ current and former customers and
2 clients, including, without limitation, all customers listed or described on Defendants’ websites.

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

16 8. “Download” means any duplication, copying, transfer, or replication, in
17 whole or in part, of any file, document, data, or other information from an outside source
18 connected through the internet to a computer, server or network that is part of another Person’s
19 computer infrastructure or subject to that Person’s control.

20 9. “Employee(s)” means past and present officers, executives, directors,
21 employees, attorneys, agents, representatives, contractors, and other Persons acting or purporting
22 to act on behalf of the entity to which the term refers.

23 10. “Identify” shall mean:

24 i. When used with reference to a natural person, to set forth his or her full
25 name and current residence address, his or her current business affiliation
26 (or last known if a former Employee), and his or her position or title
27 during the period to which the interrogatory refers;

28 ii. When used with reference to a business organization or entity, to set forth

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- the full name of such organization or entity and the address of its principal place of business;
- iii. When used with reference to a Communication, to set forth the date and place of each Communication, to Identify all Persons present for such Communication, to summarize the substance of each Communication, and to Identify all Documents pertaining to each Communication;
 - iv. When used with reference to a Document, to set forth the subject matter of the Document, its author, the date, its distributees, its length, all persons who currently hold a copy of the document, and the bates-numbers that appear on its pages (if any);
 - v. When used with reference to a Software and Support Material, to set forth the filename or other reasonably specific identifier, any date the Software and Support Material was Downloaded, the Customer whose password and/or credentials were used in each instance, all Persons who Downloaded the Software and Support Material, all Customers to whom the Software and Support Material was provided, all Persons with knowledge of the Download, and all computers, internal and external hard drives, disks, tapes, CD-ROMs, DVD-ROMs, flash drives, portable drives, networks, servers, or any other type of electronic storage device or medium used to Download the Software and Support Material or store or maintain any copy, in whole or in part.
 - vi. When used with reference to a Local Environment, to set forth the filename or other reasonably specific identifier, the date on which the Local Environment was created or copied, the source of the software application used to create or copy the Local Environment, the Customer(s) on whose behalf the Local Environment was created or copied, the Customer(s) on whose behalf the Local Environment was Used, the individual(s) who created, copied, and/or Used the Local Environment,

1 and all copies, backups, or restores of that Local Environment.

2 vii. When used with reference to an Update/Fix, to set forth the file name or
3 other reasonably specific identifier, the date on which the Update/Fix was
4 completed or copied, the Local Environment(s) (if any) in which it was
5 developed or tested (including the source of the software application on
6 whose behalf the Local Environment was created or copied), the
7 Customer(s) on whose behalf the Update/Fix was created or copied, the
8 individual(s) who created, copied, or Used the Update/Fix, and the
9 Customer(s) to whom the Update/Fix was transmitted.

10 11. "Including" shall be construed to mean "including without limitation" or
11 "including, but not limited to."

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

17 13. "Oracle" means Oracle Corporation, Oracle USA, Inc., and Oracle
18 International Corporation, their predecessors, and their successors.

19 14. "Person(s)" means, without limitation, any individual or entity.

20 15. "Project Blue" means the effort, discussions, or projects referred to by that
21 name, or any similar discussion or effort whether or not so named, undertaken by Defendants.

22 16. "SAP AG" means defendant SAP AG, its predecessors, and its successors.

23 17. "SAP America" means defendant SAP America, Inc., its predecessors, and
24 its successors.

25 18. "SAP TN" means defendant TomorrowNow, Inc., its predecessors, and its
26 successors.

27 19. "Software and Support Materials" means, without limitation, all program
28 updates, software updates, bug fixes, patches, custom solutions, and instructional materials,

1 created or owned by Oracle, or derived from, copied from, or based on any such materials,
2 including by SAP AG, SAP America, or SAP TN, across the entire family of PeopleSoft and JD
3 Edwards product families.

4 20. "Update/Fix" means any fix or update, including without limitation any
5 critical support update, retrofit update, constituent code objects, data files, instructional
6 documentation or other items, whether or not actually delivered or published to a Customer,
7 which was developed by SAP TN for any Customer to operate with a software release not
8 supported by Oracle at the time of its development.

9 21. To "Use," means to maintain, manage, store, or otherwise interact with.

10 INSTRUCTIONS

11 1. If any information called for by an interrogatory is withheld on the basis
12 of a claim of privilege, attorney work product, or other protection from discovery, the claimed
13 basis for withholding the information and the nature of the information withheld shall be set
14 forth, together with a statement of all the circumstances relied upon to support such claim,
15 including the date the information was conveyed, the form of the information, the identity of the
16 Persons who have knowledge of the privileged communication, the business relationship of each
17 to You, and, in the case of information withheld on the grounds of attorney work product, the
18 identity of the attorney for whom the privilege is claimed, the nature of the work product (e.g.,
19 letter, memorandum, notes, etc.) and the litigation in anticipation of which the work was
20 prepared.

21 2. If any interrogatory is answered by reference to a Document or group of
22 Documents, with respect to each such interrogatory answer, Identify the specific Document or
23 Documents containing the requested information; in the case of multi-page Documents, the
24 subject matter, dates and page numbers should be specified.

25 3. These interrogatories shall be deemed continuing in nature and shall
26 require prompt and supplementary answers between the time answers are served and the
27 conclusion of trial or final hearing.

28 4. When an interrogatory asks for specific information, such as a date, and

1 the specific information requested is not known to Defendants, such interrogatory shall be
2 deemed to ask Defendants to approximate the information requested as best Defendants can,
3 provided that they indicate in their response that the information being provided is an
4 approximation or is incomplete in certain specific respects.

5 5. Subject to the Parties' agreement to extend the discovery timeline, and
6 unless otherwise stated, the time period covered by these interrogatories shall be from January 1,
7 2002 through the present day.

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INTERROGATORIES

10 **INTERROGATORY NO. 1:**

11 Identify all SAP AG or SAP America Employees who have ever had access to any Local
12 Environment created or copied by SAP TN, including without limitation stating the name of the
13 Employee, Identifying the Local Environments to which they had access, and when that access
14 occurred.

15 **RESPONSE TO INTERROGATORY NO. 1:**

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17 **INTERROGATORY NO. 2:**

18 Does any Defendant possess, have access to, or have control over a Local Environment,
19 or any part of one, or to any Software and Support Material relating to any Siebel, Hyperion,
20 Retek or eBusiness Suite software, or to any other Oracle software application other than
21 PeopleSoft or JD Edwards applications? If so, Identify with particularity the release, version
22 number, and number of copies and physical location of each such Local Environment (or
23 subpart), Software Support Material, or other Oracle software application and describe in detail
24 all ways in which such software has been Used by each Defendant.

25 **RESPONSE TO INTERROGATORY NO. 2:**

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1 **INTERROGATORY NO. 3:**

2 Describe any inquiries, attempts, or plans to sell, transfer, or otherwise alter the
3 ownership of SAP TN (or any subpart, aspect, or asset of SAP TN) since March 22, 2007,
4 including Identifying any Persons at SAP TN, SAP America, and SAP AG involved in any such
5 inquiries, attempts, or plans, Identifying any Persons with whom any Defendant has had contact
6 with on this subject, and describing any discussion of the implication of Oracle's intellectual
7 property rights on any such inquiries, attempts, or plans.

8 **RESPONSE TO INTERROGATORY NO. 3:**

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10 **INTERROGATORY NO. 4:**

11 Describe all efforts undertaken by the SAP AG executive board of directors to ensure that
12 SAP TN did not violate any Oracle copyright (or other intellectual property right) in the
13 provision of its services, the time frame for each described effort, and the Identity, roles, and
14 responsibilities of all involved individuals.

15 **RESPONSE TO INTERROGATORY NO. 4:**

16
17 **INTERROGATORY NO. 5:**

18 Describe any effort any Defendant has made to determine whether SAP TN had authority
19 or license to possess, Use, or transfer any Local Environment or Software and Support Material
20 on its computer system as of March 22, 2007.

21 **RESPONSE TO INTERROGATORY NO. 5:**

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23 **INTERROGATORY NO. 6:**

24 Identify all SAP AG or SAP America sales personnel involved in efforts to sell or license
25 SAP applications to any SAP TN Customer, and Identify the Customer.

26 **RESPONSE TO INTERROGATORY NO. 6:**

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1 **INTERROGATORY NO. 7:**

2 Describe all ways that Seth Ravin, George Lester, or Beth Lester were involved in the
3 development of SAP TN's Business Model as it existed in December 2004, including as that
4 model related to the use of Local Environments and downloading of Software and Support
5 Materials.

6 **RESPONSE TO INTERROGATORY NO. 7:**

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8 **INTERROGATORY NO. 8:**

9 For any tax or regulatory updates delivered by SAP TN to any Customer after March 22,
10 2007, explain all ways in which SAP TN has used any Local Environment or Software and
11 Support Material.

12 **RESPONSE TO INTERROGATORY NO. 8:**

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14 **INTERROGATORY NO. 9:**

15 Identify all Persons to whom any Defendant has provided any Oracle software since
16 March 22, 2007 and for each Identify with particularity all Oracle software provided to that
17 Person and all efforts undertaken by Defendants to verify that Defendants had the right to
18 provide such software and that such software did not constitute an illegal or improper copy of
19 Oracle's software.

20 **RESPONSE TO INTERROGATORY NO. 9:**

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22 **INTERROGATORY NO. 10:**

23 Identify all entities not listed on Exhibit 1 to SAP TN's First Set of Requests for
24 Production to Oracle for whom any Defendant has downloaded Software and Support Materials,
25 and Identify the corresponding Software and Support Materials.

26 **RESPONSE TO INTERROGATORY NO. 10:**

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1 **INTERROGATORY NO. 11:**

2 Identify each Customer that has left SAP TN or otherwise halted or reduced its use of
3 SAP TN's software support services since March 22, 2007, including which, if any, software
4 support company now provides software support services to each former Customer.

5 **RESPONSE TO INTERROGATORY NO. 11:**

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7 **INTERROGATORY NO. 12:**

8 Identify Defendants' current and former officers, directors, managers, Employees, and
9 consultants with personal knowledge of SAP TN's activities relating to the creation, duplication,
10 replication, termination, and Use of Local Environments and Updates/Fixes.

11 **RESPONSE TO INTERROGATORY NO. 12:**

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13 **INTERROGATORY NO. 13:**

14 Identify Defendants' current and former officers, directors, managers, employees, and
15 consultants with personal knowledge of SAP TN's access to, Use of, and Downloads of Software
16 and Support Materials on behalf of Customers as part of its software support services for Oracle-
17 branded software applications, including without limitation Siebel, Retek, Hyperion, and
18 eBusiness Suite.

19 **RESPONSE TO INTERROGATORY NO. 13:**

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21 **INTERROGATORY NO. 14:**

22 For all Customers ever claimed by any Defendant as part of, or having been recruited or
23 won through, Safe Passage, including without limitation, those 61 Customers on the list provided
24 by Defendants to Oracle on July 18, 2006, Identify each Customer for which the TomorrowNow
25 component of Safe Passage was a factor in that recruitment or win.

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RESPONSE TO INTERROGATORY NO. 14:

DATED: July 28, 2008

Bingham McCutchen LLP

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

PROOF OF SERVICE

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

Today I served the following document:

PLAINTIFF ORACLE CORPORATION'S THIRD SET OF INTERROGATORIES TO DEFENDANT TOMORROWNOW, INC. AND SECOND SET OF INTERROGATORIES TO DEFENDANTS SAP AG AND SAP AMERICA, INC.

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

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

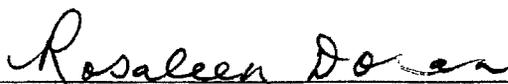
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I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made and that this declaration was executed on July 28, 2008, at San Francisco, California.



Rosaleen Doran