

EXHIBIT 18

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16 UNITED STATES DISTRICT COURT
17 NORTHERN DISTRICT OF CALIFORNIA
18 OAKLAND DIVISION

19 ORACLE USA, INC., a Colorado Corporation, *et*
20 *al.*,

21 Plaintiffs,

21 v.

22 SAP AG, a German corporation, *et al.*,

23 Defendants.
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CASE NO. 07-CV-01658 PJH (EDL)

**DECLARATION OF [NAME] OF THE
STANDARD REGISTER COMPANY**

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1 DECLARATION OF [NAME] OF THE STANDARD REGISTER COMPANY

2 I, RICHARD L BALL, declare as follows:

3 1. I am over the age of 18 and competent to testify to the facts stated in this
4 declaration. All statements made in this declaration are based upon my personal knowledge and
5 belief.

6 2. I am currently employed as DIRECTOR OF PROCUREMENT OPS ~~[TITLE]~~ at The Standard Register Company
7 (“Standard Register”). I have been employed by Standard Register since ~~[YEAR]~~. 2001/2013

8 3. Standard Register, based in Dayton, Ohio, is a recognized leader in
9 document management services. Standard Register offers document and label solutions, e-
10 business solutions, consulting, and print supply chain services to help clients manage documents
11 across their enterprise.

12 4. Standard Register entered into a contract with TomorrowNow for third
13 party support services for its Siebel applications on January 15, 2007 (the “Support Services
14 Agreement”). Standard Register received support services for its Siebel applications from
15 Oracle until it entered into the Support Services Agreement.

16 5. Effective March 16, 2007, Standard Register and TomorrowNow entered
17 into Appendix B to the Support Services Agreement. Appendix B expanded the
18 TomorrowNow’s services provided to Standard Register to include support for Standard
19 Register’s PeopleSoft applications. Standard Register received support services for its
20 PeopleSoft applications from Oracle until it entered into Appendix B to the Support Services
21 Agreement.

22 6. Standard Register continued to receive third-party support services for its
23 Siebel and PeopleSoft applications from TomorrowNow until September 30, 2008.

24 7. At the time Standard Register became a TomorrowNow customer, and
25 throughout its time as a TomorrowNow customer, Standard Register ran its Siebel and
26 PeopleSoft applications on an Oracle database platform.

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1 8. The low cost of the TomorrowNow service was the most important factor
2 in Standard Register’s decision to switch support for their PeopleSoft and Siebel products to
3 TomorrowNow.

4 9. TomorrowNow also represented to Standard Register that it could provide
5 the same level of service as Oracle in the area of fix/patch/update service. If TomorrowNow did
6 not represent that it could provide the same level of fix/patch/update service as Oracle, Standard
7 Register would not have left Oracle for TomorrowNow.

8 10. TomorrowNow provided Standard Register with tax and regulatory
9 updates for Standard Registers’ PeopleSoft applications. If TomorrowNow was not able to
10 provide tax and regulatory updates for Standard Register’s PeopleSoft applications, Standard
11 Register would not have left Oracle for TomorrowNow.


12 11. TomorrowNow hosted development environments at TomorrowNow on
13 Standard Register’s behalf, and informed Standard Register that those environments were used
14 for the provision of support services to Standard Register. At the time that Standard Register
15 contracted with TomorrowNow, if TomorrowNow was not able to house Standard Register’s
16 software environments at TomorrowNow’s facilities and instead would have required Standard
17 Register to host these environments, Standard Register may not have left Oracle for
18 TomorrowNow.

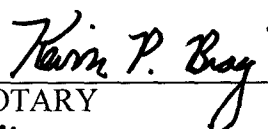
19 12. Standard Register understands that Oracle USA, Inc., *et al.*, (“Oracle”) has
20 filed a lawsuit against SAP AG, *et al.* (“SAP”). At the time of negotiating with TomorrowNow
21 and entering into the TomorrowNow Support Services Agreement, Standard Register had no
22 reason to believe that the provisions in TomorrowNow’s Software and Services Agreement, or
23 the manner in which TomorrowNow represented that it would provide software support, were
24 not legitimate and legal as alleged by Oracle.

25 13. Given Standard Register’s policies, ethics and internal guidelines,
26 Standard Register would not have contracted to do business with TomorrowNow had Standard
27 Register been aware that TomorrowNow was in fact infringing Oracle intellectual property in its
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1 provision of software support services as alleged by Oracle, and Standard Register knew of such
2 infringement.

3 I declare under penalty of perjury under the laws of the United States that the
4 foregoing is true and correct and that this declaration is executed at DAYTON, OHIO,
5 _____ on Nov. 11th, 2009.

6
7 By: 
[NAME]
8 The Standard Register Company

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NOTARY
11 My commission has no expiration.

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