

EXHIBIT D

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

ORACLE CORPORATION, a)
Delaware corporation, ORACLE)
USA, INC., a Colorado)
corporation, and ORACLE)
INTERNATIONAL CORPORATION, a)
California corporation,)
)
Plaintiffs,)
)
vs.) No. 07-CV-1658 (PJH)
)
SAP AG, a German corporation,)
SAP AMERICA, INC., a Delaware)
corporation, TOMORROWNOW,)
INC., a Texas corporation, and)
DOES 1-50, inclusive,)
)
Defendants.)
_____)

VIDEOTAPED DEPOSITION OF
RICHARD ALLISON

THURSDAY, NOVEMBER 12, 2009

HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY

REPORTED BY: HOLLY THUMAN, CSR No. 6834, RMR, CRR
(1-424330)

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09:10:52		09:13:57	
09:10:54		09:13:58	
09:10:55		09:13:59	15 MR. McDONELL: Now I am -- next in order,
09:10:58		09:14:01	16 please.
09:11:01		09:14:02	17 (Discussion off the record.)
09:11:04		09:14:37	18 MR. McDONELL: Q. Let me redescribe what
09:11:04		09:14:41	19 it actually says.
09:11:06		09:14:43	20 A. Okay.
09:11:06		09:14:44	21 Q. On Exhibit 808.
09:11:09		09:14:46	22 808 is Defendants' Amended Third Notice of
09:11:12		09:14:49	23 Deposition of Plaintiff Oracle USA, Inc., Pursuant
09:11:17		09:14:52	24 to Federal Rule of Civil Procedure Rule 30(b)(6).
09:11:19		09:14:57	25 Do you have that in front of you?
Page 15		Page 17	
09:11:19		09:14:58	1 A. Yes, I do.
09:11:23		09:14:59	2 Q. And you've seen that before?
09:11:24		09:15:00	3 A. I have.
09:11:25		09:15:01	4 Q. When did you see it first?
09:11:27		09:15:03	5 A. About a week ago.
09:11:30		09:15:06	6 Q. And how did it come to your attention?
09:11:31		09:15:08	7 A. From my legal department, some of the
09:11:35		09:15:11	8 documents I reviewed to prepare for today.
09:11:39		09:15:13	9 Q. So would you turn in that document to page
09:11:41		09:15:20	10 6? Sorry, let's start with page 5. Do you see
09:11:45		09:15:28	11 paragraph 10?
09:11:50		09:15:28	12 A. Yes.
09:12:02		09:15:29	13 Q. And then do you see paragraph 11 on page 6?
09:12:03		09:15:34	14 Have you come prepared to give testimony on
09:12:04		09:15:36	15 behalf of Oracle in response to those topics?
09:12:05		09:15:39	16 A. I have.
09:12:34		09:15:40	17 MR. HIXSON: Well, subject to the
09:12:36		09:15:40	18 objections we served.
09:12:38		09:15:44	
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RICHARD ALLISON November 12, 2009
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09:26:42	09:29:05
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09:26:57	09:29:12
09:27:09	09:29:14
09:27:15	09:29:16 7 Q. Okay. What was your first job with Oracle?
09:27:17	09:29:21 8 A. Contract specialist. Drafting agreements.
09:27:20	09:29:25 9 Q. What kind of agreements?
09:27:22	09:29:27 10 A. Ordering documents, license agreements.
09:27:25	09:29:38 11 Q. Other types of documents?
09:27:25	09:29:40 12 A. Services agreements, license agreements,
09:27:31	09:29:42 13 ordering documents, is primarily it.
09:27:34	09:29:46 14 Q. What is an ordering document?
09:27:35	09:29:48 15 A. It is an order that's -- when you place an
09:27:38	09:29:50 16 order against a license agreement, so the license
09:27:39	09:29:53 17 agreement is the master agreement, then you place an
09:27:44	09:29:55 18 order against that. So it would be an order for
09:27:46	09:29:58 19 database or for applications software.
09:27:49	09:30:02
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09:30:13		09:32:29	1 Q. What is the nature of that work?
09:30:15		09:32:32	2 A. It is reviewing deal approvals for things
09:30:19		09:32:37	3 that get escalated to the president.
09:30:28		09:32:39	4 Q. Does that tend to be large deals, or deals
09:30:29		09:32:42	5 with large exceptions?
09:30:31		09:32:44	6 A. Large exceptions, larger transactions,
09:30:31		09:32:46	7 larger discounts.
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09:31:21	7	09:34:04	
09:31:26	8	09:34:04	
09:31:31	9	09:34:06	
09:31:33	10	09:34:08	
09:31:35	11	09:34:10	11 Q. And what is the scope of your
09:31:37	12	09:34:12	12 responsibilities currently?
09:31:39	13	09:34:13	13 A. Currently I manage the organization that I
09:31:42	14	09:34:14	14 mentioned earlier, which is the deal approval
09:31:45	15	09:34:16	15 organization, for the president's office and the
09:31:48	16	09:34:19	16 CEO's office. Also, an organization which creates
09:31:51		09:34:22	17 all the standard agreements for all the lines of
09:32:03		09:34:25	18 business, be it license, support, education,
09:32:06		09:34:28	19 consulting or On Demand. Manage a group that
09:32:09		09:34:31	20 handles the pricing of our products and services.
09:32:12		09:34:33	21 And the other organization, which is risk
09:32:15		09:34:37	22 management, which is not insurance, like it sounds
09:32:17	23	09:34:42	23 like. It's consulting bid review.
09:32:20	24	09:34:47	
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09:46:47		09:49:13	
09:46:48		09:49:15	
09:46:50		09:49:18	
09:46:52		09:49:21	11 Q. I'm not sure I understand that. When
09:46:53		09:49:24	12 Oracle sells a software license, the license of that
09:46:54		09:49:26	13 software is typically perpetual. Right?
09:46:56		09:49:30	14 A. Typically.
09:47:03		09:49:31	15 Q. And then Oracle also typically sells a
09:47:07		09:49:33	16 support services agreement that goes with the
09:47:10		09:49:37	17 software. Correct?
09:47:15		09:49:39	18 A. Correct.
09:47:17		09:49:39	19 Q. And it's the normal practice that Oracle
09:47:20		09:49:43	20 sells software together with the first year of
09:47:20		09:49:46	21 support at the same time?
09:47:23		09:49:48	22 A. Yes.
09:47:24		09:49:48	23 Q. And thereafter, Oracle sells renewal
09:47:26		09:49:51	24 support agreements on a year-by-year basis.
09:47:29		09:49:55	25 A. Correct.

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09:50:31	16	09:52:36	16
09:50:32	17	09:52:38	17
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09:51:07	6	09:53:40	6
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09:51:43	20	09:54:11	20
09:51:48	21	09:54:14	21
09:51:51	22	09:54:16	22
09:51:53	23	09:54:18	23
09:51:57	24	09:54:20	24
09:51:58	25	09:54:22	25

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09:54:27	1 individual negotiations. Correct?	09:56:39	1 agreements. Isn't that right?
09:54:28	2 A. Correct.	09:56:40	2 MR. HIXSON: Objection. Overbroad, vague,
09:54:30	3 Q. Did these contracts vary over time with	09:56:42	3 as to "you."
09:54:32	4 respect to the definition of what's considered	09:56:46	4 THE WITNESS: I would personally look at
09:54:36	5 confidential information under the agreements?	09:56:47	5 the agreement.
09:54:38	6 MR. HIXSON: Objection. Overbroad.	09:56:48	6 MR. McDONELL: Q. Why would you do that?
09:54:44	7 THE WITNESS: I do not know specifically	09:56:49	7 A. Because those are the terms of the rights
09:54:47	8 what changes took place from one agreement to the	09:56:51	8 of use.
09:54:49	9 next regarding confidentiality terms.	09:56:52	9 Now, in this case, Rimini -- we're not
09:54:50	10 MR. McDONELL: Q. But is it your	09:56:56	10 looking at an agreement between us and Rimini.
09:54:51	11 assumption based on what you know that there are	09:56:59	11 We're looking at an agreement between us and the
09:54:53	12 likely changes -- I'm sorry, variations in the terms	09:57:00	12 customer.
09:54:58	13 defining confidential information as between, say, a	09:57:01	13 Q. And why would you look at an agreement
09:55:00	14 PeopleSoft agreement and an Oracle agreement and a	09:57:02	14 between Oracle and the customer?
09:55:03	15 Siebel agreement?	09:57:04	15 A. Well, I think you asked me would I look at
09:55:04	16 A. The variation is -- normally in	09:57:06	16 the agreement between us and Rimini, was what I
09:55:06	17 confidentiality is regarding what information of the	09:57:08	17 thought your first question was.
09:55:09	18 customer's is confidential. I see very little	09:57:11	18 Q. Well, is there any agreement between Oracle
09:55:12	19 variability in people discussing confidentiality of	09:57:13	19 and Rimini Street?
09:55:14	20 the agreement as an issue. That doesn't come up as	09:57:14	20 MR. HIXSON: Objection.
09:55:16	21 an exception. It's normally, they want their	09:57:15	21 THE WITNESS: No. But if you're looking at
09:55:18	22 personally identifiable information to be held to	09:57:16	22 a situation with a customer, you asked me would I
09:55:21	23 high confidentiality, or specific business plans.	09:57:18	23 like at the agreement. I would look at the
09:55:23	24 It's more about customer confidentiality; not about	09:57:20	24 agreement between us and the customer.
09:55:26	25 confidentiality of the agreement.	09:57:21	25 MR. McDONELL: Q. That's what I was
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09:55:28	1 Q. And the agreement itself is typically	09:57:22	1 asking. And why would you look at that agreement?
09:55:30	2 confidential?	09:57:24	2 A. Because those are the terms between the two
09:55:31	3 A. Yeah. And people don't negotiate that	09:57:26	3 companies.
09:55:34	4 fact, generally.	09:57:26	4 Q. Okay. And again, because they vary over
09:55:38	5 Q. Because of this variability we're talking	09:57:29	5 time and from customer to customer, you've got to
09:55:39	6 about, when you have to make a determination in your	09:57:31	6 know in order to do that analysis what the actual
09:55:43	7 work about whether a certain practice is or isn't	09:57:35	7 terms were between Oracle and that customer. Isn't
09:55:49	8 permitted, do you have to actually go look at the	09:57:38	8 that right?
09:55:53	9 applicable contract?	09:57:39	9 MR. HIXSON: Objection. Vague, overbroad.
09:55:57	10 MR. HIXSON: Overbroad.	09:57:44	10 THE WITNESS: Yes.
09:56:01	11 THE WITNESS: Typically, somebody sends a	09:57:45	11 MR. McDONELL: Q. Okay. So let me focus
09:56:02	12 request to us with the standard language and the	09:57:57	12 on the Oracle acquisition of PeopleSoft.
09:56:06	13 exception to the language, with legal analysis on	09:57:59	13 So Oracle acquired PeopleSoft in early
09:56:08	14 that change.	09:58:02	14 2005. Correct?
09:56:10	15 MR. McDONELL: Q. So you're talking about	09:58:04	15 A. It closed in 2005, yes.
09:56:11	16 exceptions that come to your attention. Right?	09:58:06	16 Q. The -- and as of that time, PeopleSoft had
09:56:13	17 A. Correct.	09:58:10	17 already acquired JD Edwards. So in that
09:56:14	18 Q. Okay. Let me -- talking about a slightly	09:58:12	18 acquisition, Oracle acquired basically PeopleSoft
09:56:17	19 different concept here.	09:58:15	19 and JD Edwards. Correct?
09:56:19	20 Generally speaking, if an issue comes to	09:58:16	20 A. Correct.
09:56:22	21 your attention like whether a customer -- you know,	09:58:17	21 Q. Was there some formal process thereafter to
09:56:28	22 whether Rimini Street was within the customer's	09:58:21	22 get customers off the old PeopleSoft and JD Edwards
09:56:30	23 rights in downloading Oracle software in a	09:58:27	23 license forms and onto a new Oracle form of
09:56:32	24 particular way, in order to analyze that issue, one	09:58:29	24 contract?
09:56:37	25 thing you have to do is go look at the customer's	09:58:31	25 MR. HIXSON: Exceeds the scope of the

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09:58:34	1 30(b)(6) deposition.	10:00:23
09:58:34	2 THE WITNESS: So you're talking	10:00:25
09:58:36	3 specifically about the master license agreements?	10:00:27
09:58:38	4 MR. McDONELL: Q. Yeah.	10:00:30
09:58:38	5 A. Correct?	10:00:32
09:58:39	6 Q. I'm talking about customer -- well, let's	10:00:34
09:58:42	7 get some terminology straight here.	10:00:41
09:58:44	8 When you use that term, master license	10:00:42
09:58:49	9 agreement, what do you mean by that?	10:00:45
09:58:50	10 A. I mean the OLSA. If we use that term, I'll	10:00:46
09:58:53	11 know exactly what you mean.	10:00:47
09:58:55	12 Q. So tell us what "OLSA" means.	10:00:50
09:58:57	13 A. It's Oracle License and Services Agreement.	10:00:54
09:58:59	14 Q. And what is that?	10:00:56
09:59:00	15 A. That is the master licensing agreement	10:00:58
09:59:01	16 which orders are placed against and referred to.	10:01:00
09:59:04	17 Q. What do you mean when you say orders are	10:01:02
09:59:06	18 placed against and referred to?	10:01:04
09:59:08	19 A. Orders -- you know, when you you buy a	10:01:05
09:59:11	20 software --	10:01:22
09:59:12	21 Q. Yes.	10:01:23
09:59:12	22 A. Multiple orders over time, they -- it's an	10:01:48
09:59:15	23 order, names of programs, the quantity of programs,	10:01:49
09:59:18	24 the value of the programs, and then -- and those	10:01:58
09:59:21	25 licenses -- and that ordering document refers to the	10:02:09
Page 55		Page 57
09:59:23	1 master license agreement for the terms that apply to	10:02:12
09:59:25	2 those licenses.	10:02:19
09:59:27	3 So it's orders against a master license	10:02:21
09:59:29	4 agreement.	10:02:22
09:59:30	5 Q. Okay. So the master -- the OLSA contains	10:02:23
09:59:36	6 terms and conditions. Correct?	10:02:24
09:59:37	7 A. Correct.	10:03:28
09:59:38	8 Q. And those become terms and conditions -- if	10:03:30
09:59:41	9 accepted by the customer and by Oracle, those become	10:03:32
09:59:44	10 the terms and conditions that govern the rights	10:03:33
09:59:46	11 between the customer and Oracle. Is that right?	10:03:36
09:59:49	12 A. Yes.	10:03:40
09:59:50		10:03:42
09:59:53		10:03:44
09:59:55		10:03:49
10:00:00		10:03:51
10:00:01		10:03:53
10:00:03		10:03:53
10:00:05		10:03:58
10:00:08		10:04:01
10:00:10		10:04:05
10:00:14		10:04:12
10:00:17		10:04:14
10:00:20		10:04:17
10:00:22		10:04:21

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10:04:26		10:06:49	
10:04:28		10:06:50	
10:04:32		10:06:52	
10:04:37		10:06:54	
10:04:41		10:06:55	
10:04:48		10:06:57	
10:04:50		10:06:58	
10:04:52		10:06:58	
10:04:55		10:07:01	
10:04:58		10:07:01	
10:05:01		10:07:03	
10:05:03		10:07:03	
10:05:07		10:07:05	
10:05:11		10:07:07	
10:05:14		10:07:09	15
10:05:16		10:07:11	16
10:05:18		10:07:16	17
10:05:21		10:07:19	18
10:05:25		10:07:21	19
10:05:28		10:07:22	20
10:05:28		10:07:23	21
10:05:29		10:07:25	22
10:05:33		10:07:27	23
10:05:36		10:07:28	24
10:05:38		10:07:32	25
			Have you in your own experience ever
			negotiated with a customer exactly what it means in
			the agreement to limit the use of software to
			internal data processing operations?
			A. Yes.
			Q. With whom?
			A. I couldn't tell you.
			Q. Give me an example of the negotiations
			you've had over that point.
			A. An example would be to clarify that --
			well, the example I gave you was that we would make
Page 59		Page 61	
10:05:39		10:07:37	1
10:05:40		10:07:40	2
10:05:42		10:07:42	3
10:05:45		10:07:45	4
10:05:51		10:07:50	5
10:05:53		10:07:52	6
10:05:56		10:07:57	7
10:05:58		10:08:00	8
10:05:58		10:08:02	9
10:06:01		10:08:04	10
10:06:05		10:08:06	11
10:06:07		10:08:08	12
10:06:09		10:08:11	13
10:06:15		10:08:12	14
10:06:22		10:08:17	15
10:06:26		10:08:19	16
10:06:30		10:08:23	17
10:06:31		10:08:26	18
10:06:33		10:08:29	19
10:06:37		10:08:31	20
10:06:40		10:08:32	21
10:06:42		10:08:34	22
10:06:42		10:08:35	23
10:06:44		10:08:36	24
10:06:46		10:08:39	25
			an exception to -- for someone who may be in the
			business of hosting software or actually running
			software and services for third parties to grant
			them that specific right.
			Or you may have -- you may give an example
			where a customer has a public store using our
			software, and they wanted to clarify that their
			customers accessing that store was still for their
			internal business operations.
			So it's a clarification to the language, or
			a change to grant them an additional right that
			doesn't happen to be in there like I mentioned for
			hosting business.
			Q. Okay. How about a situation where a
			systems integrator -- not Oracle, but a third-party
			company -- is going to assist the company, the
			customer, in installing the software.
			Is that deemed their internal use?
			A. Granting the --
			MR. HIXSON: Vague, calls for speculation
			and a legal conclusion.
			MR. McDONELL: Q. Let me try to be more
			clear.
			If a -- if in this case, for example, the
			customer wanted to use, you know, a third party to

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10:08:43	1 install the software, would they be permitted to do	10:10:34
10:08:46	2 so?	10:10:36
10:08:47	3 MR. HIXSON: Vague, calls for a legal	10:10:41
10:08:48	4 conclusion.	10:10:42
10:08:53	5 THE WITNESS: I have to read through the --	10:10:46
10:08:54	6 I would have to read through the rest of the	10:10:51
10:08:56	7 agreement to see if there's something that discusses	10:10:58
10:08:58	8 specifically that issue.	10:11:01
10:08:59	9 There is a -- there is a difference, like	10:11:06
10:09:01	10 you brought up earlier between the terms between the	10:11:09
10:09:03	11 PeopleSoft agreement and JDE agreement or an Oracle	10:11:10
10:09:06	12 agreement as a standard form, also as an exception	10:11:11
10:09:08	13 basis. So there are cases where if you look at	10:11:13
10:09:13	14 Oracle's current agreement, it does talk about	10:11:15
10:09:16	15 third-party usage. So -- and allowances for the	10:11:15
10:09:19	16 purpose you're talking about, about outsourcing	10:11:16
10:09:22	17 you're business. IBM Global Services taking over	10:11:17
10:09:24	18 and running your data center on your behalf, for	10:11:19
10:09:27	19 example, or a consultant coming in and working on	10:11:20
10:09:29	20 your systems on site to make a modification to the	10:11:22
10:09:31	21 system so that our standard language in our current	10:11:23
10:09:33	22 agreements does address that.	10:11:28
10:09:36	23 MR. McDONELL: Q. And which current	10:11:32
10:09:37	24 agreement referring to? The OLSA?	10:11:34
10:09:39	25 A. The OLSA, the current version.	10:11:35
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10:09:41		10:11:39
10:09:43		10:11:40
10:09:49		10:11:44
10:09:56		10:11:47
10:09:59		10:11:50
10:10:00		10:11:52
10:10:01		10:11:55
10:10:03		10:11:56
10:10:06		10:11:58
10:10:07		10:12:01
10:10:08		10:12:06
10:10:11		10:12:13
10:10:16		10:12:15
10:10:19		10:12:17
10:10:22		10:12:20
10:10:22		10:12:20
10:10:23		10:12:23
10:10:24		10:12:27
10:10:25		10:12:29
10:10:26		10:12:31
10:10:27		10:12:35
10:10:28		10:12:38
10:10:29		10:12:40
10:10:29		10:12:43
10:10:31		10:12:44

Page 146		Page 148	
13:15:59		13:18:47	1 Q. What is it?
13:16:01		13:18:47	2 A. It's an Oracle License and Services
13:16:03		13:18:48	3 Agreement.
13:16:06		13:18:51	4 Q. Is it a document pursuant to which, among
13:16:06		13:18:53	5 other things, database software was licensed by
13:16:07		13:18:55	6 Oracle to the customer?
13:16:09		13:18:58	7 A. To this particular customer or to any
13:16:12		13:19:00	8 customer?
13:16:15		13:19:01	9 Q. To this customer?
13:16:16		13:19:02	10 A. I don't know if the customer bought
13:16:16		13:19:03	11 database under this OLSA or not.
13:16:18		13:19:06	12 Q. Take a look at page 11 of Exhibit 820.
13:16:24		13:19:09	13 A. Yep.
13:16:24		13:19:10	14 Q. Do you see there the reference -- well, can
13:16:25		13:19:18	15 you tell from looking at this agreement whether
13:16:28		13:19:21	16 database software was sold?
13:16:31		13:19:22	17 A. You cannot. What you're referring to in
13:16:34		13:19:24	18 this table is simply the product minimums that are
13:16:34		13:19:26	19 included in every OLSA.
13:16:36		13:19:27	20 Q. I see. So without the attachment, or
13:16:38		13:19:40	21 addenda, you can't tell what this is?
13:16:40		13:19:42	22 A. I don't know what they licensed without the
13:16:44		13:19:46	23 ordering document.
13:16:44		13:19:52	24 Q. But this is the form of license agreement
13:16:46		13:19:54	25 that is used from time to time for licensing
Page 147		Page 149	
13:16:48		13:19:57	1 database software.
13:16:50		13:19:58	2 A. Yes. We license all of our programs under
13:16:51		13:20:00	3 an agreement like this.
13:16:52		13:20:11	4 Q. So the same principles that we discussed in
13:16:57		13:20:13	5 connection with the OLSA in terms of third-party
13:17:03		13:20:16	6 access and the rights of third parties to provide
13:17:06		13:20:19	7 support to customers apply when licensing database
13:17:08		13:20:23	8 software under an OLSA as would apply to licensing
13:17:10		13:20:28	9 applications software. Is that right?
13:17:11		13:20:31	10 MR. HIXSON: Vague, overbroad.
13:17:12		13:20:34	11 THE WITNESS: Can you be specific to a
13:17:17		13:20:35	12 section you're --
13:17:22		13:20:36	13 MR. McDONELL: Q. Yeah. I mean, for
13:17:24		13:20:37	14 example, we talked about Section C, that sentence
13:17:42		13:20:43	15 you pointed out before, that the -- well, let's take
13:17:44		13:20:51	16 Section C, second sentence. You may allow your
13:18:09	17 MR. McDONELL: Q. Showing you what's been	13:20:54	17 agents and contractors to use the programs for this
13:18:09	18 marked as Exhibit 820, which is a document entitled	13:20:57	18 purpose, and you are responsible for their
13:18:12	19 Oracle License and Services Agreement, the customer	13:20:59	19 compliance with the agreement -- this agreement and
13:18:17	20 appears to be a company called Ciber, Inc., dated in	13:21:01	20 such use.
13:18:25	21 April of 2006.	13:21:02	21 Do you see that?
13:18:27	22 Would you take a moment to look that over?	13:21:03	22 A. Yes, and that applies to any program that's
13:18:29	23 A. (Examining document.) Okay.	13:21:05	23 licensed under this agreement.
13:18:45	24 Q. Do you recognize this document?	13:21:07	24 Q. Including database software?
13:18:46	25 A. I do.	13:21:08	25 A. Yes.

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16:03:47 16:03:50 16:03:54 16:03:56 16:03:59 16:04:02 16:04:04 16:04:07 16:04:09 16:04:12 16:04:14 16:04:17 16:04:18 16:04:20 16:04:22 16:04:25 16:04:27 16:04:29 16:04:31 16:04:33 16:04:36 16:04:41 16:04:42 16:04:43 16:04:59	16:05:56 16:06:03 16:06:04 16:06:07 16:06:08 16:06:09 16:06:11 16:06:14 16:06:15 16:06:18 16:06:23 16:06:26 16:06:29 16:06:33 16:06:36 16:06:39 16:06:40 16:06:41 16:06:43 16:06:44 16:06:48 16:06:50 16:06:52 16:07:03 16:07:04
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16:04:59 16:05:01 16:05:04 16:05:07 16:05:14 16:05:15 16:05:17 16:05:20 16:05:21 16:05:22 16:05:24 16:05:26 16:05:29 16:05:32 16:05:34 16:05:36 16:05:39 16:05:40 16:05:43 16:05:45 16:05:47 16:05:48 16:05:49 16:05:51 16:05:53	16:07:06 16:07:08 16:07:11 16:07:13 16:07:15 16:07:18 16:07:18 16:07:22 16:07:24 16:07:27 16:07:30 16:07:31 16:07:34 16:07:36 16:07:38 16:07:40 16:07:42 16:07:43 16:07:46 16:07:48 16:07:51 16:07:54 16:07:58 16:07:59 16:08:00 17 MR. HIXSON: Q. Are you aware of any time 18 that Oracle has agreed to terms in the license 19 agreement that would allow a customer or a 20 third-party support provider to use a customer's 21 password to take materials off of Oracle's support 22 site to put them in a master library to use to 23 support other customers? 24 MR. McDONELL: Same objections. Lack of 25 foundation, calls for legal conclusions, vague and

Page 230		Page 232
16:08:04	1 ambiguous, leading.	16:10:03
16:08:06	2 THE WITNESS: We have never agreed to terms	16:29:58
16:08:07	3 that allowed someone to create a master library of	16:10:38
16:08:11	4 Oracle software in order to support multiple	16:10:39
16:08:14	5 customers.	16:10:44
16:08:15	6 MR. HIXSON: Q. And are you aware of any	16:10:48
16:08:16	7 occasions on which Oracle has agreed to licensing	16:10:51
16:08:19	8 terms that would allow a customer or third-party	16:10:54
16:08:22	9 support provider to use software for which one	16:10:56
16:08:24	10 customer is licensed to create support materials for	16:10:58
16:08:27	11 other customers?	16:11:01
16:08:28	12 MR. McDONELL: Objection. Vague and	16:11:03
16:08:28	13 ambiguous, calls for a legal conclusion, lack of	16:11:05
16:08:31	14 foundation. The documents would speak for	16:11:07
16:08:36	15 themselves if you had them.	16:11:09
16:08:38	16 THE WITNESS: No.	16:11:12
16:08:39	17 MR. HIXSON: Q. And are you aware of any	16:11:14
16:08:40	18 occasion on which Oracle has agreed to terms that	16:11:15
16:08:43	19 would allow a customer or third-party support	16:11:15
16:08:46	20 provider to copy software for one customer to create	16:11:16
16:08:49	21 a software environment for a different customer?	16:11:16
16:08:55	22 A. No.	16:11:20
16:08:59	23 Q. And are you aware --	16:11:22
16:09:01	24 MR. McDONELL: Excuse me. Same objections.	16:11:23
16:09:04	25 Move to strike on the basis of the objections.	16:11:26
Page 231		Page 233
16:09:07	1 MR. HIXSON: Q. And are you aware of any	16:11:31
16:09:08	2 occasions on which Oracle has agreed to terms that	16:11:34
16:09:12	3 would allow a customer or third-party support	16:11:37
16:09:14	4 provider to make a copy of one customer's software	16:11:39
16:09:17	5 to create a generic software environment for use to	16:11:41
16:09:20	6 provide support to other customers?	16:11:45
16:09:23	7 MR. McDONELL: Same objections, and assumes	16:11:45
16:09:24	8 facts not in evidence.	16:11:46
16:09:25	9 THE WITNESS: No.	16:11:49
16:09:27	10 MR. HIXSON: Q. Based on your experience	16:11:51
16:09:28	11 in the role that you occupy at Oracle, if a customer	16:11:51
16:09:31	12 or third-party support provider proposed an	16:11:52
16:09:34	13 exception along the lines that I've just mentioned	16:11:53
16:09:37	14 in the preceding questions, would you expect that	16:11:54
16:09:39	15 such an exception would come to you for approval?	16:11:54
16:09:43	16 MR. McDONELL: Same objections, and calls	16:11:55
16:09:44	17 for speculation.	16:11:57
16:09:47	18 THE WITNESS: This isn't speculation, that	16:11:59
16:09:48	19 we would -- changing those type of terms would	16:12:00
16:09:51	20 require -- absolutely require approval from the	16:12:03
16:09:53	21 president's office, and it would come through my	16:12:04
16:09:55	22 team, and it's not something we would agree to.	16:12:06
16:09:58		16:12:10
16:10:02		16:12:12
		16:12:14

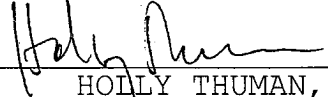
1 CERTIFICATE OF REPORTER

2 I, HOLLY THUMAN, a Certified Shorthand
3 Reporter, hereby certify that the witness in the
4 foregoing deposition was by me duly sworn to tell
5 the truth, the whole truth, and nothing but the
6 truth in the within-entitled cause;

7 That said deposition was taken down in
8 shorthand by me, a disinterested person, at the time
9 and place therein state, and that the testimony of
10 said witness was thereafter reduced to typewriting,
11 by computer, under my direction and supervision;

12 That before completion of the deposition review
13 of the transcript [X] was [] was not requested. If
14 requested, any changes made by the deponent (and
15 provided to the reporter) during the period allowed
16 are appended hereto.

17 I further certify that I am not of counsel or
18 attorney for either or any of the parties to the
19 said deposition, nor in any way interested in the
20 event of this cause, and that I am not related to
21 any of the parties thereto.

22
23 DATED: 11.19.09
24 
25 HOLLY THUMAN, CSR