

EXHIBIT E

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.)
)

HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY

ORAL AND VIDEOTAPED DEPOSITION OF

ROBERT WASSON

JULY 23, 2009

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Q. (BY MR. FUCHS) So I think the wording is what
I'm focused on. Did McLennan County give suggestions of

1 word changes and things that needed to be changed in
2 order for the contract to be acceptable?

3 A. I -- my recollection is yes. How we do it is
4 we send a contract to the county attorney, and then we
13:21 5 go from there. I'm sure there were some changes to the
6 contract that needed to be made.

7 Q. So the TomorrowNow contract was -- WAS passed
8 through lawyers at some point in time?

9 A. Correct.

13:22 10 Q. Do you remember any major sticking points in
11 the contract?

12 MR. RUSSELL: Objection, vague and
13 ambiguous.

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Q. All right. So that e-mail -- or Spencer -- or Steve appears to be saying to Spencer Phillips, Here are copies of the notes our outside attorneys made on the contract.

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Does that confirm the process that you expected the contract to go through, that it would be passed through the lawyers?

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A. Yes.

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Q. Did -- does it also show that those lawyers made comments and suggestions to the language of the contract?

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A. Yes.

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18 Q. I want to focus in on what's been -- No. 6.

19 It says, Section 9A, Client Indemnity, and then it says,

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dash, dash, rejected. This indemnity is directly

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related to the fact that the county is representing to

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TomorrowNow that you have a license to the PeopleSoft

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product that we are being asked to perform work against.

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Do you have an understanding what's meant

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there?

1 A. No.

2 Q. Do you agree that the county was required to
3 represent that it had a license to the PeopleSoft
4 products that it was asking TomorrowNow to support?

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5 A. Yes.

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1 STATE OF TEXAS)

2 COUNTY OF DALLAS)

3 I, Kim A. McCann, Certified Shorthand Reporter
4 in and for the State of Texas, Registered Professional
5 Reporter, and Certified Realtime Reporter, certify that
6 the foregoing deposition of ROBERT WASSON
7 was reported stenographically by me at the time and
8 place indicated, said witness having been placed under
9 oath by me, and that the deposition is a true record of
10 the testimony given by the witness.

11 I further certify that I am neither counsel
12 for nor related to any party in this cause and am not
13 financially interested in its outcome.

14 I further certify that the deposition was delivered
15 in accordance with Rule 30(f); and that a copy of this
16 certificate was served on all parties shown herein.

17 Given under my hand on this the 28
18 day of July, 2009.

Kim A. McCann

19
20 Kim A. McCann, CSR No. 5520

MERRILL LEGAL SOLUTIONS

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23 My commission expires 12-31-08

24 Original deposition sent to Mike Dixon on

_____, 2009 for signature.

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