

# **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

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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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20 dash, dash, rejected. This indemnity is directly

21 related to the fact that the county is representing to

22 TomorrowNow that you have a license to the PeopleSoft

23 product that we are being asked to perform work against.

24 Do you have an understanding what's meant

13:26

25 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?

13:26

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

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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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