

EXHIBIT A

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
HASSO PLATTNER

TUESDAY, JUNE 2, 2009

HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY

REPORTED BY: HOLLY THUMAN, CSR No. 6834, RMR, CRR
(1-419913)

09:51:07 1
09:51:10 2
09:51:15 3
09:51:20 4
09:51:21 5
09:51:23 6
09:51:30 7
09:51:36 8
09:51:38 9
09:51:40 10
09:51:44 11
09:51:46 12
09:51:47 13
09:51:51 14
09:51:54 15
09:51:56 16
09:51:59 17
09:52:04 18
09:52:05 19
09:52:08 20
09:52:14 21
09:52:18 22
09:52:21 23
09:52:23 24
09:52:26 25

Q. Okay. Well, is it fair to say that that
would be one factor in a negotiation, would be
trying to get a return on the investment in that IP?

MR. LANIER: Same objections.

THE WITNESS: Could be. But it's not
necessary. It could be market price as well.

09:52:27 1

09:52:30 2

09:52:34 3

09:52:41 4

09:52:46 5

09:52:48 6

09:52:51 7

09:52:53 8

09:52:54 9

09:53:03 10

09:53:04 11

09:53:11 12

MR. HOWARD: Q. Yes. And would you agree

09:53:21 13

that if the licensor, the company who owns the IP,

09:53:25 14

is licensing its IP to a competitor for use by that

09:53:33 15

competitor to try and compete for business with the

09:53:39 16

owner of the IP, that the licensor would want to

09:53:42 17

take that competitive situation into account in

09:53:47 18

thinking about the license fee for that IP?

09:53:51 19

MR. LANIER: Same objections.

09:53:57 20

THE WITNESS: In the case of Oracle, when

09:53:58 21

we sold the Oracle database, we got a fair price.

09:54:04 22

MR. HOWARD: Q. Okay. Well, sure, that's

09:54:05 23

an example. Oracle and SAP are competitors. Right?

09:54:08 24

A. And despite that, we he sold the database.

09:54:11 25

Q. Right.

09:54:11 1 A. For Oracle.

09:54:12 2 Q. And were you able to negotiate a fee for
09:54:14 3 that database with Oracle?

09:54:16 4 A. Yes. It was decided by market price, and
09:54:24 5 not by IP, or value or whatsoever. It was decided
09:54:30 6 by market price.

09:54:42 7

09:54:45 8

09:54:49 9

09:54:53 10

09:54:55 11

09:54:56 12

09:54:57 13

09:54:58 14

09:55:01 15

09:55:06 16

09:55:14 17

09:55:19 18

09:55:28 19

09:55:34 20

09:55:36 21

09:55:38 22

09:55:40 23

09:55:43 24

09:55:47 25

10:11:07 1

10:11:08 2

10:11:11 3

10:11:13 4

10:11:15 5

10:11:18 6

10:11:21 7 MR. HOWARD: Q. Now, let's change -- let's

10:11:24 8 switch gears a little bit.

10:11:27 9 Let's say you were required to license the

10:11:30 10 Business Objects IP to a competitor. And the terms

10:11:36 11 of the license are the same that would reflect what

10:11:45 12 TomorrowNow is doing with the PeopleSoft and

10:11:48 13 JD Edwards IP.

10:11:53 14 A. Objection from my side. This is --

10:11:54 15 TomorrowNow is a maintenance business, and what you

10:11:58 16 describe with Business Objects is a license

10:12:00 17 business.

10:12:00 18 Q. Okay.

10:12:01 19 A. So maintenance is attached to a license

10:12:05 20 business. Which happened in the past, and it's

10:12:09 21 ongoing maintenance. What you just asked me is, new

10:12:13 22 software sales, through a license. That's a

10:12:17 23 different case.

10:12:19 24 Q. Let me try and clarify it.

10:12:21 25 The competitor, who's coming to you to

10:12:23 1 license the IP, intends to offer maintenance to your
10:12:28 2 customers with the intention of switching those
10:12:34 3 customers over to its own products. In other words,
10:12:40 4 it's getting -- it's using the maintenance as a way
10:12:42 5 of getting into the customer base to try and sell
10:12:45 6 new software as well.

10:12:48 7 MR. LANIER: I need to say, let him ask a
10:12:50 8 question. He's giving you a hypothetical. But I'll
10:12:52 9 repeat the same objection.

10:12:54 10 THE WITNESS: Since you said before, and I
10:12:56 11 don't know whether this still stands, that this is
10:12:58 12 under the hypothetical situation that we are obliged
10:13:05 13 to give a competitor access to our maintenance
10:13:11 14 stream, then we are obliged to do this, and we can
10:13:15 15 only negotiate this and fight for the customer.

10:13:20 16 MR. HOWARD: Q. Well, if that was the
10:13:22 17 case, would you take into account the price that you
10:13:27 18 paid for Business Objects in negotiating the license
10:13:32 19 fee that I just described?

10:13:34 20 MR. LANIER: Same objections.

10:13:40 21 THE WITNESS: I think you asked me the
10:13:41 22 question already in a different form, and I think
10:13:45 23 there is a -- there's a market price. And if this
10:13:51 24 higher authority has defined the legal background
10:13:55 25 for this, I think we are in an antitrust space. And

10:14:00 1 then to charge any dream license here from the
10:14:06 2 competitor is I think not allowed, because it would
10:14:11 3 disturb or would be contradictory to the intent
10:14:15 4 of the law to have competition.

10:14:20 5

10:14:22 6

10:14:25 7

10:14:28 8

10:14:31 9

10:14:32 10

10:14:35 11

10:14:36 12

10:14:39 13

10:14:42 14

10:14:46 15

10:14:48 16

10:14:50 17

10:14:54 18

10:14:59 19

10:15:04 20

10:15:08 21

10:15:10 22

10:15:11 23

10:15:12 24

10:15:13 25

10:18:59 1
10:19:05 2
10:19:09 3
10:19:11 4
10:19:15 5
10:19:18 6
10:19:23 7
10:19:27 8
10:19:29 9
10:19:33 10
10:19:39 11
10:19:41 12
10:19:44 13
10:19:46 14
10:19:47 15
10:19:53 16
10:19:58 17
10:20:00 18
10:20:01 19
10:20:03 20
10:20:05 21
10:20:05 22
10:20:11 23
10:20:14 24
10:20:15 25

Q. But you are. You're sitting down to
negotiate a license. What would you take into
account?

10:20:17 1 MR. LANIER: Same objections.

10:20:26 2 THE WITNESS: It depends. If I cannot stop
10:20:29 3 the customer from migrating, if I cannot stop the
10:20:33 4 customer from migrating, then I am probably happy if
10:20:36 5 I still get maintenance revenues for the residual
10:20:40 6 amount of time they're using my software.

10:20:44 7

10:20:47 8

10:20:52 9

10:20:55 10

10:20:59 11

10:21:04 12

10:21:11 13

10:21:16 14

10:21:22 15

10:21:26 16

10:21:30 17

10:21:32 18

10:21:35 19

10:21:37 20

10:21:40 21

10:21:43 22

10:21:47 23

10:21:49 24

10:21:52 25

11:13:19

1 Going off the record, the time is 11:13.

11:26:47

2 (Time noted, 11:13 a.m.)

3 --o0o--

4 I declare under penalty of perjury that
5 the foregoing is true and correct. Subscribed at

6 Waldorf, ^{GERMANY} ~~California~~, this 01 day of
7 July 2009.

8

9



10

HASSO PLATTNER

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

Notarization

Notarielle Unterschriftsbeglaubigung

I, the undersigned Notary Public,

Ich, der unterzeichnende Notar,

Manfred G a u l

(Name of the Notary Public / Name des Notars)

hereby confirm that the proceeding
signature was
executed before me today
by Mr.

beglaubige hiermit die Echtheit der vorstehenden
Unterschrift,
vor mir heute vollzogen
durch Herrn

Prof. Dr. h.c. Hasso Plattner

(Name / Name)

January 21st, 1944 / 21. Januar 1944

(Date of birth / Geburtsdatum)

Röschbacher Hof 2, D- 69198 Schriesheim-Altenbach

(Residential adress / Privatanschrift)

who is personally known to me.

der mir persönlich bekannt ist.

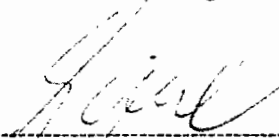
In case of doubt, the German version of
this notarization shall prevail.

Im Zweifelsfalle ist die deutsche Übersetzung
dieses Beglaubigungsvermerks maßgeblich.

Walldorf (Germany), July 1, 2009 / Walldorf (Deutschland), 1. Juli 2009

(Place, date / Ort, Datum)

Notariat 5 Heidelberg



(Signature of the Notary Public/Unterschrift des Notars)

(Gaul, Notary Public / Notar)

(Seal / Siegel)

50 R 930/2009



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

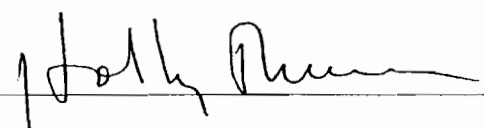
CERTIFICATE OF REPORTER

I, HOLLY THUMAN, a Certified Shorthand Reporter, hereby certify that the witness in the foregoing deposition was by me duly sworn to tell the truth, the whole truth, and nothing but the truth in the within-entitled cause; that said deposition was taken down in shorthand by me, a disinterested person, at the time and place therein stated, and that the testimony of the said witness was thereafter reduced to typewriting, by computer, under my direction and supervision;

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

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

DATED June 5, 2009


HOLLY THUMAN, CSR No. 6834