

EXHIBIT G

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SAP AG, SAP AMERICA, INC., and
18 TOMORROWNOW, INC.

19 UNITED STATES DISTRICT COURT
20 NORTHERN DISTRICT OF CALIFORNIA
21 SAN FRANCISCO DIVISION

22 ORACLE USA, INC., et al.,

23 Plaintiffs,

24 v.

25 SAP AG, et al.,

26 Defendants.

CASE NO. 07-CV-1658 PHJ

**DEFENDANT TOMORROWNOW,
INC.'S FOURTH AMENDED AND
SUPPLEMENTAL RESPONSE TO
PLAINTIFF ORACLE USA, INC.'S
FIRST SET OF INTERROGATORIES
(SET ONE)**

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INTERROGATORY NO. 2:

Describe in as much detail as possible any express or implied authorization, permission, or agreement, including any referenced in ¶¶ 9 or 72 of Your Answer, which You contend allows You to access or Download Software and Support Materials from Oracle-maintained software support websites, including Customer Connection.

RESPONSE TO INTERROGATORY NO. 2:

THIS RESPONSE IS DESIGNATED AS CONFIDENTIAL INFORMATION.

TomorrowNow objects that this interrogatory is unduly burdensome and oppressive to the extent that it seeks a narrative with respect to each customer of TomorrowNow. Subject to and without waiving the foregoing objection and the General Responses and Objections, TomorrowNow responds as follows: Oracle was aware that TomorrowNow, on behalf of its customers, had access to and conducted downloads of information from Oracle-maintained software support websites, including Customer Connection, and did not object. Oracle has provided training to TomorrowNow employees concerning access to and use of materials of the type at issue in the litigation, even after this litigation began. Oracle admits in this action that third party service providers are entitled to undertake such activities on behalf of their customers to the extent the customers' license rights permit that activity. (Oracle has thus far failed to produce those licenses, which may further evidence authorization of TomorrowNow's activities on behalf of its customers.) TomorrowNow's contracts with its customers typically contain a variety of representations and warranties that the customer is entitled to permit TomorrowNow access to licensed materials for purposes of providing service to the customer. TomorrowNow typically obtains from its customers written or other representations concerning the materials to which that customer is licensed and to which TomorrowNow may have access for purposes of providing service to the customer. Additional information responsive to this interrogatory as to specific customers may be derived or ascertained from TomorrowNow's business records, including specifically its contracts with its customers, emails with customers in the contract

1 negotiation process and initial steps to establish service for the customer (often referred to as the
2 “onboarding” process) and documentation concerning customer representations in the customer
3 onboarding process, which contracts, emails and onboarding documentation will be included in
4 TomorrowNow’s production of documents in this case and on which TomorrowNow relies to
5 further respond to this interrogatory pursuant to Rule 33(d) of the Federal Rules of Civil
6 Procedure (“Rule 33(d”).

7 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 2:**

8 THIS SUPPLEMENTAL RESPONSE IS DESIGNATED AS CONFIDENTIAL
9 INFORMATION.

10 TomorrowNow further responds that its customer contracts include but are not limited to:
11 TN-OR00000027 – TN-OR00001007 and TN-OR 00004204 – TN-OR00004276; and that its
12 onboarding documentation includes but is not limited to TN-OR00001008 – TN-OR00001277.
13 TomorrowNow reserves the right to further supplement this response as necessary during the
14 course of document production.

15 **SECOND SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 2:**

16 THIS SECOND SUPPLEMENTAL RESPONSE IS DESIGNATED AS
17 CONFIDENTIAL INFORMATION.

18 As stated in Defendants’ General Responses and Objections, TomorrowNow objects that
19 this interrogatory calls for a legal conclusion and for information protected by the work product
20 immunity. TomorrowNow further supplements its interrogatory response by incorporating by
21 reference and relying upon all of its current responses to Interrogatory No. 10 of Plaintiff Oracle
22 Corporation’s First Set of Interrogatories (Set One) and Interrogatory No. 4 contained herein.