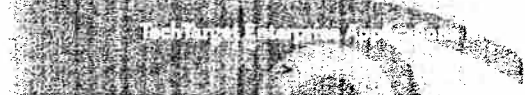
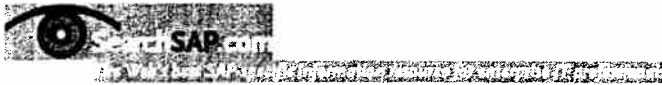


# **EXHIBIT K-2**

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### Siebel shop turns to SAP for support

By Jon Franke, News Editor  
12 Dec 2006 | SearchSAP.com

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Faced with a patch issue that caused significant problems, and wanting to augment its existing Siebel implementation, Pittsburgh-based Pomeroy IT Solutions turned to SAP-owned TomorrowNow to support its system.

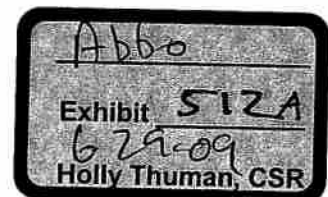
SAP and Oracle are in a well-publicized battle to take each other's maintenance and support contracts. Oracle has created a program dubbed Oracle Fusion for SAP, or OFF SAP. The program offers SAP R/3 customers a percentage of their SAP license as credit, as well as software services, to switch from SAP to Oracle software.

SAP's counter for PeopleSoft, J.D. Edwards & Co. and Siebel customers is Safe Passage, which offers similar incentives for Oracle customers to switch to SAP. Third-party support companies like TomorrowNow represent an interesting cog in this battle, as it supports products from both vendors and was acquired by SAP a year ago. TomorrowNow recently announced that 87 J.D. Edwards licensees worldwide have switched their software maintenance to TomorrowNow since the service was first offered in 2004.

There are some things companies should consider when contemplating doing business with any third-party support company like TomorrowNow, regardless of which company's software they own, analysts advise.

"A key thing companies should ask for is reassurances in the staff training schedule and access to code changes such as regulatory requirements," Ray Wang, principal analyst for Cambridge, Mass.-based Forrester Research Inc., said in an email. "For example, how quickly will [the company] react to new upgrades from the supported vendor?"

Joshua Greenbaum, principal consultant for Berkeley, Calif.-based Enterprise Applications Consulting, says organizations considering third-party support companies need to know the ins and outs of the contract they sign, as software contracts are generally not very well understood.



"Make sure you can readily break the contract without incurring penalties," Greenbaum said.

He also offered that it is important to look further ahead than just the next one to two years. There are often unforeseen issues or events that can change a company's needs.

"Make sure you know what you're doing next," he said.

The fact that TomorrowNow is owned by SAP did not really come into play in Pomeroy's decision process, but knowing that a company like SAP would buy TomorrowNow did give Pomeroy added confidence in the stability of the company, according to Karolyn Schalk, director of IT systems development for Pomeroy.

Schalk said, however, that this confidence boost would have been the same had any large company, such as Oracle or IBM, bought the company. Likewise, Pomeroy has felt no pressure from TomorrowNow to replace its Siebel software with SAP.

**More on SAP and TomorrowNow**

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[Listen to what TomorrowNow's CEO had to say in our recent podcast](#)

and then started asking, "What about...?" "Can we do...?" -- we were all dressed up, but had no party to go to."

Pomeroy decided to bring in third-party support and sent queries out to a company in India, Rimini Street of Las Vegas, and TomorrowNow.

One key factor was that TomorrowNow was willing to answer questions and offer suggestions on fixing the patch problem without a firm agreement in place.

Once a contract had been signed, the solution was timely and fit Pomeroy's needs. TomorrowNow set up a test environment at its own site that mirrored Pomeroy's. That way, when the solution was ready, it was straightforward to implement on Pomeroy's systems.

"It was a satisfying solution to an annoying problem," Schalk said.

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# **EXHIBIT L-1**



**APPENDIX A,**  
**effective 21st February, 2006("Appendix"),**  
**to**  
**TOMORROWNOW NEDERLAND B.V. ("TOMORROWNOW") SUPPORT SERVICES AGREEMENT,**  
**Effective 21st February, 2006 ("Agreement"), with**  
**REDACTED ("Client")**

1. This Appendix is hereby annexed to and made a part of the Agreement specified above. In each instance in which provisions of this Appendix contradict or are inconsistent with the provisions of the Agreement, the provisions of this Appendix shall prevail and govern. The parties hereby agree as follows:

1. **Covered Products.**

A. **Production System.**

Production Database #_1_	
<b>IT System Physical Location:</b>	The Netherlands
<b>Support Team Location:</b>	The Netherlands
<b>Support Team Language(s):</b>	English/Dutch
<b>Database Platform:</b>	oracle
<b>Operating System:</b>	Windows 2000
<b>System Access Option:</b>	Remote Access to Client-Hosted System
<b>Language Responsibility:</b>	Client (All)
<b>Country Localizations:</b>	None
<b>Interface Responsibility:</b>	Client (All)
<b>Tax &amp; Regulatory Coverage:</b>	The Netherlands

B. **Covered Products.** The Covered Products are the products listed in the table, limited to the database platform and operating system specified in section 1(A).

Covered Product	Current Release and Patch Level	Possible Future Release(s)	Production Database Number	Tax & Regulatory Geographic Coverage
Peoplesoft HCM: Human resources, payroll interface, general ledger	8.3	None	8.1.7.4.1	The Netherlands
Peoplesoft finance: Asset management, billing, contracts, demand planning, expenses, eBill payment, eproductmanagement, flow production, general ledger, payables, projects, purchasing, quality, receivables, resource management, travel.	8.4	None	8.1.7.4.1	The Netherlands
Peoplesoft EPM : enterprise warehouse, ltd lic enterprise warehouse, budgeting, etl repository(erp products: billing, asset management, budgets, general ledger, payables, projects, purchasing, receivables)	8.3 sp1	None	8.1.7.4.1	The Netherlands
Peopletools 8.18 and 8.41				

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# **EXHIBIT L-2**

REDACTED

ZVIC 10400650

**TOMORROW NOW**

**APPENDIX A,**  
**effective June 8, 2007 ("Appendix"),**  
to  
**TomorrowNow, Inc. ("TOMORROWNOW") Support services agreement,**  
**effective June 8, 2007 ("Agreement"), with**  
REDACTED **"Client"**

This Appendix is hereby annexed to and made a part of the Agreement specified above. In each instance in which provisions of this Appendix contradict or are inconsistent with the provisions of the Agreement, the provisions of this Appendix shall prevail and govern. The parties hereby agree as follows:

**1. Covered Products.**

**A. Production System.**

Production Database #1 (HCM)	
<b>IT System Physical Location:</b>	United States
<b>Support Team Location:</b>	United States
<b>Support Team Language(s):</b>	American English (only)
<b>Hardware Platform:</b>	IBM
<b>Database Platform:</b>	Oracle/SQL Server
<b>Operating System:</b>	AIX/Windows
<b>System Access Option:</b>	Access to Software Copies, and/or Remote Access to Client-Hosted System
<b>Supported Language Objects:</b>	American English
<b>Customizations:</b>	Client (All)
<b>Interface Responsibility:</b>	Client (All)
Production Database #2 (FMD)	
<b>IT System Physical Location:</b>	United States
<b>Support Team Location:</b>	United States
<b>Support Team Language(s):</b>	American English (only)
<b>Hardware Platform:</b>	IBM
<b>Database Platform:</b>	Oracle
<b>Operating System:</b>	AIX
<b>System Access Option:</b>	Access to Software Copies, and/or Remote Access to Client-Hosted System
<b>Supported Language Objects:</b>	American English
<b>Customizations:</b>	Client (All)
<b>Interface Responsibility:</b>	Client (All)

**B. Covered Products.** The Covered Products are the products listed in the table, limited to the database platform, operating system, hardware, and languages specified in section 1(A), with Tax and Regulatory Coverage as listed in the table below and as consistent with the standard product as delivered by PeopleSoft.

REDACTED

**TOMORROW NOW**

Covered Product (PeopleSoft)	Current Release and Patch Level	Possible Future Release(s) <sup>1</sup>	Production Database Number	Tax & Regulatory Geographic Coverage by Country
PeopleSoft Human Resources	8.3 SP1	8.8 SP1, 8.9 MP1	1	United States
PeopleSoft Payroll for North America	8.3 SP1	8.8 SP1, 8.9 MP1	1	United States
PeopleSoft Time and Labor	8.3 SP1	8.8 SP1, 8.9 MP1	1	United States
PeopleSoft General Ledger	8.4 SP1	8.8 SP1, 8.9 MP1	2	United States
PeopleSoft Receivables	8.4 SP1	8.8 SP1, 8.9 MP1	2	N/A
PeopleSoft Payables	8.4 SP1	8.8 SP1, 8.9 MP1	2	United States
PeopleSoft Asset Management	8.4 SP1	8.8 SP1, 8.9 MP1	2	United States
PeopleSoft Project Costing	8.4 SP1	8.8 SP1, 8.9 MP1	2	N/A
PeopleSoft Order Management	8.4 SP1	8.8 SP1, 8.9 MP1	2	N/A
PeopleSoft Billing	8.4 SP1	8.8 SP1, 8.9 MP1	2	N/A
PeopleSoft Purchasing	8.4 SP1	8.8 SP1, 8.9 MP1	2	N/A
PeopleSoft Inventory	8.4 SP1	8.8 SP1, 8.9 MP1	2	N/A
PeopleSoft Production Planning	8.4 SP1	8.8 SP1, 8.9 MP1	2	N/A
PeopleSoft Bills and Routings	8.4 SP1	8.8 SP1, 8.9 MP1	2	N/A
PeopleSoft Production Planning - Advanced	8.4 SP1	8.8 SP1, 8.9 MP1	2	N/A
PeopleSoft Enterprise Planning	8.4 SP1	8.8 SP1, 8.9 MP1	2	N/A
PeopleSoft Production Management	8.4 SP1	8.8 SP1, 8.9 MP1	2	N/A
PeopleSoft Cost Management	8.4 SP1	8.8 SP1, 8.9 MP1	2	N/A
PeopleSoft PeopleTools	8.x	None	1 and 2	N/A

C. **Initial Support Period.** The Initial Support Period for the Services is as set forth in this Section 1(C).

Starting at one minute past midnight United States Central time on:	Ending at one minute before midnight United States time on:
June 15, 2007	June 14, 2012

2. **Services.** Services provided pursuant to this Appendix shall include:

A. **Product Support.** TomorrowNow will provide product diagnostic services, product fixes, and/or operational workarounds for Serious Issues (as defined herein) identified for the Covered Products.

i. **Support for Serious Issues.** TomorrowNow will only attempt to diagnose and create fixes and/or workarounds for Serious Issues. A "Serious Issue" is defined as a code defect that meets all of the following criteria: the code defect is (i) found by Client in the online or batch code of Covered Products in an un-customized PeopleSoft DEMO database or in un-customized updates and fixes provided to Client by PeopleSoft up through the date that Client terminates its Support Services Agreement with Oracle for Covered Products; (ii) comes to Client's attention during the Support Period; (iii)

<sup>1</sup> TomorrowNow will make available to Client support for the 9.x release if and when such support is made generally available for other clients on the same release and service pack and for which Client has taken delivery of Covered Products prior to the end of maintenance with Oracle.

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# **EXHIBIT L-3**



**APPENDIX A,**  
**effective July 17, 2006 ("Appendix"),**  
**to**  
**TomorrowNow, Inc. ("TOMORROWNOW") Support services agreement,**  
**effective July 17, 2006 ("Agreement"), with**  
**REDACTED "Client")**

This Appendix is hereby annexed to and made a part of the Agreement specified above. In each instance in which provisions of this Appendix contradict or are inconsistent with the provisions of the Agreement, the provisions of this Appendix shall prevail and govern. The parties hereby agree as follows:

**1. Covered Products.**

**A. Production System.**

Production Database # 1	
IT System Physical Location:	United States
Support Team Location:	United States
Support Team Language(s):	American English (only)
Hardware Platform:	
Database Platform:	Oracle
Operating System:	Unix
System Access Option:	Remote Access to Client-Hosted System, and/or Access to Software Copies, and/or Access to Client Leased Site.
Supported Language Objects:	American English
Customizations:	Client (All)
Interface Responsibility:	Client (All)

**B. Covered Products.** The Covered Products are the products listed in the table, limited to the database platform, operating system, hardware, and languages specified in section 1(A), with Tax and Regulatory Coverage as listed in the table below and as consistent with the standard product as delivered by PeopleSoft.

Covered Product (PeopleSoft)	Current Release and Patch Level	Possible Future Release(s)	Production Database Number	Tax & Regulatory Geographic Coverage by Country
PeopleSoft Inventory	8.0 SP1	None	1	N/A
PeopleSoft Purchasing	8.0 SP1	None	1	N/A

**C. Initial Support Period.** The Initial Support Period for the Services is as set forth in this Section 1(C).

Starting at one minute past midnight United States Central time on:	Ending at one minute before midnight United States time on:
August 1, 2006	December 31, 2009

**2. Services.** Services provided pursuant to this Appendix shall include:

**A. Product Support.** TomorrowNow will provide product diagnostic services, product fixes, and/or operational workarounds for Serious Issues (as defined herein) identified for the Covered Products.

- i. Support for Serious Issues.** TomorrowNow will attempt to diagnose and create fixes and/or workarounds for Serious Issues. A "Serious Issue" is defined as a code defect that meets all of the following criteria: the code defect is (i) found by Client in the online or batch code of Covered Products in an un-customized PeopleSoft DEMO database or in un-customized updates and fixes provided to Client by PeopleSoft up

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# **EXHIBIT L-4**

REDACTED

**TOMORROW NOW**

APPENDIX A,  
 Effective September 8, 2006 ("Appendix"),  
 to  
 TomorrowNow, Inc. ("TOMORROWNOW") Support services agreement,  
 Effective September 8, 2006 ("Agreement"), with  
 REDACTED "Client")

This Appendix is hereby annexed to and made a part of the Agreement specified above. In each instance in which provisions of this Appendix contradict or are inconsistent with the provisions of the Agreement, the provisions of this Appendix shall prevail and govern. The parties hereby agree as follows:

1. Covered Products.

A. Production System.

Production Database #1 (HCM)	
IT System Physical Location:	United States
Support Team Location:	United States
Support Team Language(s):	American English (only)
Hardware Platform:	Compaq
Database Platform:	Oracle
Operating System:	Windows NT 4.0
System Access Option:	Remote Access to Client-Hosted System, and/or Access to Software Copies
Supported Language Objects:	American English
Customizations:	Client (All)
Interface Responsibility:	Client (All)

Production System.

Production Database #2 (FDM)	
IT System Physical Location:	United States
Support Team Location:	United States
Support Team Language(s):	American English (only)
Hardware Platform:	Compaq
Database Platform:	Oracle
Operating System:	Windows NT 4.0
System Access Option:	Remote Access to Client-Hosted System, and/or Access to Software Copies
Supported Language Objects:	American English
Customizations:	Client (All)
Interface Responsibility:	Client (All)

B. Covered Products. The Covered Products are the products listed in the table, limited to the database platform, operating system, hardware, and languages specified in section 1(A), with Tax and Regulatory Coverage as listed in the table below and as consistent with the standard product as delivered by PeopleSoft.

Covered Product (PeopleSoft)	Current Release and Patch Level	Possible Future Release(s)	Production Database Number	Tax & Regulatory Geographic Coverage by Country
PeopleSoft Human Resources	8.0 SP1	8.3, 8.8, 8.9	1 (HCM)	United States
PeopleSoft Payroll	8.0 SP1	8.3, 8.8, 8.9	1 (HCM)	United States
PeopleSoft General Ledger	8.0 SP1	8.4, 8.8, 8.9	2 (FDM)	United States
PeopleSoft Accounts Payable	8.0 SP1	8.4, 8.8, 8.9	2 (FDM)	United States
PeopleSoft Purchasing	8.0 SP1	8.4, 8.8, 8.9	2 (FDM)	N/A

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 87682896

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# **EXHIBIT L-5**

**TOMORROW NOW**

[FOR PEOPLESFT SOFTWARE]

**APPENDIX 1,**  
**effective 1st January 2007 ("Appendix"),**  
**to**  
**TomorrowNow Singapore Pte. Ltd.. ("TOMORROWNOW") Support Services Agreement,**  
**effective 1st January 2007 ("Agreement"), with**  
**REDACTED ("Customer")**

This Appendix is hereby annexed to and made a part of the Agreement specified above. In each instance in which provisions of this Appendix contradict or are inconsistent with the provisions of the Agreement, the provisions of this Appendix shall prevail and govern. The parties hereby agree as follows:

1. **Covered Products.**

A. **Production System**

Production Database #1 & 2	
IT System Physical Location:	Singapore - REDACTED
Customer Support Team Location:	Singapore
Support Team Language(s):	English
Hardware Platform:	Sun Microsystem
Database Platform:	Oracle RDBMS
Operating System:	Solaris 8.0
System Access Option:	Remote Access to Customer-Hosted System
Supported Language Objects:	English
Customisations:	Customer (All)
Interface Responsibility:	Customer (All)

Production Database #3	
IT System Physical Location:	Singapore - REDACTED
Customer Support Team Location:	Singapore
Support Team Language(s):	English
Hardware Platform:	Sun Microsystem
Database Platform:	Oracle RDBMS
Operating System:	Solaris 8.0
System Access Option:	Remote Access to Customer-Hosted System
Supported Language Objects:	English
Customisations:	Customer (All)
Interface Responsibility:	Customer (All)

B. **Covered Products.** The Covered Products are the products listed in the table, limited to the database platform, operating system, hardware, and languages specified in section 1(A), with Tax and Regulatory Coverage as listed in the table below and as consistent with the standard product as delivered by PeopleSoft.

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**TOMORROW NOW**

Covered Product (PeopleSoft)	Current Release and Patch Level	Possible Future Release(s)	Production Database Number	Tax & Regulatory Geographic Coverage by Country
PeopleSoft Financial Management Modules	8.0 SP1/PT 8.19	NA	1&2	Singapore
General Ledger	8.0 SP1/PT 8.19	NA	1&2	
Budgeting	8.0 SP1/PT 8.19	NA	1&2	
Project Costing	8.0 SP1 /PT 8.19	NA	1&2	
Contract Management	8.0 SP1 /PT 8.19	NA	1&2	
Purchasing Management	8.0 SP1/PT 8.19	NA	1&2	
Payables	8.0 SP1/PT 8.19	NA	1&2	
Asset Management	8.0 SP1/PT 8.19	NA	1&2	
Order Management	8.0 SP1/PT 8.19	NA	1&2	
Inventory Management	8.0 SP1/PT 8.19	NA	1&2	
Billing	8.0 SP1/PT 8.19	NA	1&2	
Receivables	8.0 SP1/PT 8.19	NA	1&2	
People Tools Enterprise Development	8.19	NA	1&2	
Micro Focus Server Express	2.0.11 SP1	NA	1&2	

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**REDACTED**  


# **EXHIBIT L-6**



**TOMORROW NOW**

PeopleSoft Benefits Administration	8.3 SP1	8.8, 8.9	1	Canada	March 21, 2008
PeopleSoft FSA Administration	8.3 SP1	8.8, 8.9	1	Canada	March 21, 2008
PeopleSoft Time and Labor	8.3 SP1	8.8, 8.9	1	Canada	March 21, 2008
PeopleSoft eCompensation	8.3 SP1	8.8, 8.9	1	Not Applicable	March 21, 2008
PeopleSoft eCompensation Manager Desktop	8.3 SP1	8.8, 8.9	1	Not Applicable	March 21, 2008
PeopleSoft eProfile	8.3 SP1	8.8, 8.9	1	Not Applicable	March 21, 2008
PeopleSoft eProfile Manager Desktop	8.3 SP1	8.8, 8.9	1	Not Applicable	March 21, 2008
PeopleSoft eDevelopment	8.3 SP1	8.8, 8.9	1	Not Applicable	March 21, 2008
PeopleSoft eBenefits	8.3 SP1	8.8, 8.9	1	Not Applicable	March 21, 2008
PeopleSoft ePay	8.3 SP1	8.8, 8.9	1	Not Applicable	March 21, 2008
PeopleSoft General Ledger	8.0	8.4, 8.8, 8.9	2	Canada	March 21, 2008
PeopleSoft Receivables	8.0	8.4, 8.8, 8.9	2	Canada	March 21, 2008
PeopleSoft Asset Management	8.0	8.4, 8.8, 8.9	2	Canada	March 21, 2008
PeopleSoft Projects	8.0	8.4, 8.8, 8.9	2	Not Applicable	March 21, 2008
PeopleTools	8.18.12				

C. **Initial Support Period.** The Initial Support Period for the Services is as set forth in this Section 1(C).

<b>Starting at one minute past midnight United States Central time on:</b>	<b>Ending at one minute before midnight United States time on:</b>
February 21, 2008	March 20, 2009

D. **Verification of Products.** Client acknowledges and agrees that TomorrowNow will limit its Services to the products listed above in Section 1(B) of this Appendix and Client verifies that the products and maintenance end dates listed above in Section 1(B) and in any applicable Urgent Steps Memo are a complete and accurate listing of Covered Products and dates

**2. Services.**

Client acknowledges and agrees that TomorrowNow will provide consulting Services under this Agreement to Client under Client's license agreement with PeopleSoft (or Oracle as successor in interest) as a service provider working on Client's behalf that TomorrowNow may make customizations, modifications, and recommendations for changes to the Covered Products on Client's behalf. Client hereby confirms that it has a current and valid license to each Covered Product identified above. Client agrees that it has reviewed its license(s), confidentiality agreements, terms of use, and other agreements with Vendor related to the Covered Products and has determined that the necessary license rights and permissions exist for TomorrowNow to perform its Services to Client in the manner described in the Agreement and this Appendix. Services provided pursuant to this Appendix shall include:

A. **Product Support.** TomorrowNow will provide product diagnostic services, product fixes, and/or operational workarounds for Serious Issues (as defined herein) identified for the Covered Products.

i. **Support for Serious Issues.** TomorrowNow will attempt to diagnose and only create fixes and/or workarounds for Serious Issues. A "Serious Issue" is defined as a code defect that meets all of the following criteria: the code defect is (i) found by Client in the online or batch code of Covered Products in an un-customized PeopleSoft database or in un-customized updates and fixes provided to Client by PeopleSoft up through the date that Client terminates its Support Services Agreement with Oracle for Covered Products; (ii) comes to Client's attention during the Support Period; (iii) seriously impacts Client's ability to process; and (iv) causes the failure of a substantial feature or function of Covered Products.

ii. **Use of Fixes and Updates.** Fixes and updates provided by TomorrowNow pursuant to this Agreement may only be used in the number of production databases listed Section 1(A) for each Covered Product. Client may use the provided fixes and updates in other databases as needed to test fixes and updates prior to moving the fixes and updates into production.

# **EXHIBIT L-7**

**TOMORROW NOW**

**APPENDIX B**  
**Effective September 28, 2007 ("Appendix"),**  
**to**  
**TomorrowNow, Inc. ("TOMORROWNOW") Support Services Agreement,**  
**Effective 10/09/2006 ("Agreement"), with**  
**REDACTED ("Client")**

This Appendix is hereby annexed to and made a part of the Agreement specified above. In each instance in which provisions of this Appendix contradict or are inconsistent with the provisions of the Agreement, the provisions of this Appendix shall prevail and govern. The parties hereby agree as follows:

1. **Covered Products.**

A. **Production System.**

<b>Production Database #1 LA/AP/US</b>	
<b>IT System Physical Location:</b>	United States
<b>Support Team Location:</b>	United States
<b>Support Team Language(s):</b>	American English (only)
<b>Hardware Platform:</b>	HP
<b>Database Platform:</b>	Oracle
<b>Operating System:</b>	UNIX
<b>System Access Option:</b>	Remote Access to Client-Hosted System and/or Access to Client Leased Site.
<b>Supported Language Objects:</b>	American English, Japanese, Chinese, Spanish,
<b>Customizations:</b>	Client (All)
<b>Interface Responsibility:</b>	Client (All)
<b>Vendor Maintenance End Date:</b>	Refer to schedule in Section B

<b>Production Database #2 EMEA</b>	
<b>IT System Physical Location:</b>	Brussels Belgium
<b>Support Team Location:</b>	Brussels Belgium
<b>Support Team Language(s):</b>	American English (only)
<b>Hardware Platform:</b>	HP
<b>Database Platform:</b>	Oracle
<b>Operating System:</b>	Unix
<b>System Access Option:</b>	Remote Access to Client-Hosted System and/or Access to Client Leased Site.
<b>Supported Language Objects:</b>	American English
<b>Customizations:</b>	Client (All)
<b>Interface Responsibility:</b>	Client (All)
<b>Vendor Maintenance End Date:</b>	Refer to schedule in Section B

<b>Production Database #3 LA/AP/US EPM</b>	
<b>IT System Physical Location:</b>	United States
<b>Support Team Location:</b>	United States
<b>Support Team Language(s):</b>	American English (only)
<b>Hardware Platform:</b>	HP
<b>Database Platform:</b>	Oracle
<b>Operating System:</b>	Unix
<b>System Access Option:</b>	Remote Access to Client-Hosted System and/or Access to Client Leased Site.
<b>Supported Language Objects:</b>	American English, Japanese, Chinese, Spanish,
<b>Customizations:</b>	Client (All)
<b>Interface Responsibility:</b>	Client (All)
<b>Vendor Maintenance End Date:</b>	Refer to schedule in Section B

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**TOMORROW NOW**

<b>Production Database #4 CRM Mercury</b>	
<b>IT System Physical Location:</b>	United States
<b>Support Team Location:</b>	United States
<b>Support Team Language(s):</b>	American English (only)
<b>Hardware Platform:</b>	HP
<b>Database Platform:</b>	Oracle
<b>Operating System:</b>	Unix
<b>System Access Option:</b>	Remote Access to Client-Hosted System and/or Access to Client Leased Site.
<b>Supported Language Objects:</b>	American English
<b>Customizations:</b>	Client (All)
<b>Interface Responsibility:</b>	Client (All)
<b>Vendor Maintenance End Date:</b>	Refer to schedule in Section B

<b>Production Database #5 CRM HRMS</b>	
<b>IT System Physical Location:</b>	United States
<b>Support Team Location:</b>	United States
<b>Support Team Language(s):</b>	American English (only)
<b>Hardware Platform:</b>	HP
<b>Database Platform:</b>	Oracle
<b>Operating System:</b>	Unix
<b>System Access Option:</b>	Remote Access to Client-Hosted System and/or Access to Client Leased Site.
<b>Supported Language Objects:</b>	American English
<b>Customizations:</b>	Client (All)
<b>Interface Responsibility:</b>	Client (All)
<b>Vendor Maintenance End Date:</b>	Refer to schedule in Section B

<b>Production Database #6 Canada</b>	
<b>IT System Physical Location:</b>	United States
<b>Support Team Location:</b>	United States
<b>Support Team Language(s):</b>	American English, French Canadian
<b>Hardware Platform:</b>	HP
<b>Database Platform:</b>	Oracle
<b>Operating System:</b>	Unix
<b>System Access Option:</b>	Remote Access to Client-Hosted System and/or Access to Client Leased Site.
<b>Supported Language Objects:</b>	American English, French Canadian
<b>Customizations:</b>	Client (All)
<b>Interface Responsibility:</b>	Client (All)
<b>Vendor Maintenance End Date:</b>	Refer to schedule in Section B

TOMORROWNOW CONFIDENTIAL &amp; SUBJECT TO NON-DISCLOSURE

**TOMORROW NOW**

- B. Covered Products.** The Covered Products include the products identified by Client and listed in the table below, limited to the database platform, operating system, hardware, and languages specified in section 1(A), with Tax and Regulatory Coverage as listed in the table below and as consistent with the standard product as delivered by PeopleSoft.

Client acknowledges & agrees that the pricing set-forth in this Appendix is reflective of the products listed in Clients license with Vendor. TomorrowNow agrees that if an products associated with the Clients existing license Agreement for the PeopleSoft Enterprise applications was omitted from the Covered product through error or omission that the Appendix will be amended to incorporate these products at no additional cost to Client.

Covered Product (PeopleSoft)	Current Release and Patch Level	Possible Future Release(s)	Production Database Number	Tax & Regulatory Geographic Coverage by Country	Vendor Maintenance End Date: MM/DD/YY
PeopleSoft Payroll for North America	8.8 SP1	None	1	United States	11/07/07
PeopleSoft Human Resources	8.8 SP1	None	1	United States	10/25/07
PeopleSoft Payroll Interface (no support required)	8.8 SP1	None	1	United States	10/25/07
PeopleSoft Time and Labor	8.8 SP1	None	1	United States	07/11/07
PeopleSoft eProfile	8.8 SP1	None	1	NA	10/25/07
PeopleSoft eCompensation	8.8 SP1	None	1	NA	10/25/07
PeopleSoft eDevelopment	8.8 SP1	None	1	NA	10/25/07
PeopleSoft eBenefits	8.8 SP1	None	1	NA	10/25/07
PeopleSoft ePay	8.8 SP1	None	1	NA	10/25/07
PeopleSoft eProfile Manager Desktop	8.8 SP1	None	1	NA	10/25/07
PeopleSoft eCompensation Manager Desktop	8.8 SP1	None	1	NA	10/25/07
PeopleSoft Enterprise Portal/HRMS Portal Pack	8.8 SP1	None	1	NA	09/21/07
PeopleSoft Workforce Analysis	8.3 SP4	None	3	NA	10/25/07
PeopleSoft Workforce Scorecard	8.3 SP4	None	3	NA	10/25/07
PeopleSoft Workforce Rewards	8.3 SP4	None	3	NA	10/25/07
PeopleSoft ODS-EPM/HRMS Warehouse	8.3 SP4	None	3	NA	10/25/07
PeopleSoft Helpdesk (Merckury)	8.8 SP1	None	4	NA	12/31/07
PeopleSoft Helpdesk for HRMS	8.9	None	5	NA	05/30/08

*TOMORROWNOW CONFIDENTIAL & SUBJECT TO NON-DISCLOSURE*

# **EXHIBIT M**

1 Robert A. Mittelstaedt (SBN 060359)  
JONES DAY  
2 San Francisco Office  
555 California Street, 26<sup>th</sup> Floor  
3 San Francisco, CA 94104  
Telephone: (415) 626-3939  
4 Facsimile: (415) 875-5700  
ramittelstaedt@jonesday.com  
5

Tharan Gregory Lanier (SBN 138784)  
6 Jane L. Froyd (SBN 220776)  
JONES DAY  
7 Silicon Valley Office  
1755 Embarcadero Road  
8 Palo Alto, CA 94303  
Telephone: (650) 739-3939  
9 Facsimile: (650) 739-3900  
tglanier@jonesday.com  
10 jfroyd@jonesday.com

11 Scott W. Cowan (Admitted *Pro Hac Vice*)  
Joshua L. Fuchs (Admitted *Pro Hac Vice*)  
12 JONES DAY  
717 Texas, Suite 3300  
13 Houston, TX 77002  
Telephone: (832) 239-3939  
14 Facsimile: (832) 239-3600  
swcowan@jonesday.com  
15 jlfuchs@jonesday.com

16 Attorneys for Defendants  
SAP AG, SAP AMERICA, INC., and  
17 TOMORROWNOW, INC.

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

21 ORACLE CORPORATION, a Delaware  
corporation, ORACLE USA, INC., a Colorado  
22 corporation, and ORACLE INTERNATIONAL  
CORPORATION, a California corporation.

23 Plaintiffs,

24 v.

25 SAP AG, a German corporation, SAP  
AMERICA, INC., a Delaware corporation,  
26 TOMORROWNOW, INC., a Texas corporation,  
and DOES 1-50, inclusive.

27 Defendants.  
28

Case No. 07-CV-1658 MJJ

**DEFENDANT TOMORROWNOW,  
INC.'S RESPONSE TO PLAINTIFF  
ORACLE'S SECOND 30(B)(6)  
NOTICE OF DEPOSITION OF  
TOMORROWNOW**

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**TOPIC NO. 1:**

Your creation and Use of Customer Environments, including without limitation:

- b. The manner and method by which Customer Local Environments were created, stored, and Used by You;
- c. The identity of all PSFT and JDE Customers for whom You created any type of Customer Local Environment;
- d. The total number of Customer Local Environments created for each identified Customer;

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1. The process by which Customer Local Environments were Used as part of the ordinary course of business for SAP TN, including without limitation to on-boarding of new Customers; support of Customer cases, issues, and problems; reactive and proactive development of bug fixes, updates, patches, explanations, or regulatory changes for Customers; research into and design of those changes; troubleshooting for Customers; and testing of other operating system levels;

**RESPONSE TO TOPIC NO. 1(b):**

TomorrowNow objects that this Topic is vague and that it is unduly burdensome and overbroad with respect to the term "Used." Subject to and without waiving the General Objections, TomorrowNow agrees to produce Mark Kreutz, John Baugh and Shelley Nelson as witnesses on Topic 1(b).

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**RESPONSE TO TOPIC NO. 1(c):**

Subject to and without waiving the General Objections, TomorrowNow agrees to produce Mark Kreutz and John Baugh as witnesses on Topic 1(c).

**RESPONSE TO TOPIC NO. 1(d):**

Subject to and without waiving the General Objections, TomorrowNow agrees to produce Mark Kreutz and John Baugh as witnesses on Topic 1(d).

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**RESPONSE TO TOPIC NO. 1(I):**

TomorrowNow objects that this Topic is overbroad and unduly burdensome. Subject to and without waiving the General Objections, TomorrowNow agrees to produce Mark Kreutz, John Baugh and Shelley Nelson as witnesses on Topic 1(I).

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Dated: January 22, 2008

JONES DAY

By: Greg Lanier \* signed with permission JL  
Tharan Gregory Lanier

Counsel for Defendants  
SAP AG, SAP AMERICA, INC., and  
TOMORROWNOW, INC.

**PROOF OF SERVICE**

I, Jacqueline Lew, declare:

I am a citizen of the United States and employed in Santa Clara County, California. I am over the age of eighteen years and not a party to the within-entitled action. My business address is 1755 Embarcadero Road, Palo Alto, California 94303. On January 22, 2008, I served a copy of the attached document(s):

**DEFENDANT TOMORROWNOW, INC.'S RESPONSE TO PLAINTIFF ORACLE'S SECOND 30(B)(6) NOTICE OF DEPOSITION OF TOMORROWNOW**

- by transmitting via facsimile the document(s) listed above to the fax number(s) set forth below on this date before 5:00 p.m.
- by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Palo Alto, California addressed as set forth below.
- by placing the document(s) listed above in a sealed Federal Express envelope and affixing a pre-paid air bill, and causing the envelope to be delivered to a Federal Express agent for delivery.
- by personally delivering the document(s) listed above to the person(s) at the address(es) set forth below.
- by transmitting via e-mail or electronic transmission the document(s) listed above to the person(s) at the e-mail address(es) set forth below.

Christopher B. Hockett  
 Geoffrey M. Howard  
 Zachary J. Alinder  
 Bree Hahn  
 BINGHAM McCUTCHEN LLP  
 Three Embarcadero Center  
 San Francisco, CA 94111-4067  
*chris.hockett@bingham.com*  
*geoff.howard@bingham.com*  
*zachary.alinder@bingham.com*  
*bree.hahn@bingham.com*

Executed on January 22, 2008, at Palo Alto, California.

By:  \_\_\_\_\_  
Jacqueline Lew

# **EXHIBIT N**

1 Robert A. Mittelstaedt (SBN 060359)  
JONES DAY  
2 San Francisco Office  
555 California Street, 26<sup>th</sup> Floor  
3 San Francisco, CA 94104  
Telephone: (415) 626-3939  
4 Facsimile: (415) 875-5700  
ramittelstaedt@jonesday.com

5 Tharan Gregory Lanier (SBN 138784)  
6 Jane L. Froyd (SBN 220776)  
JONES DAY  
7 Silicon Valley Office  
1755 Embarcadero Road  
8 Palo Alto, CA 94303  
Telephone: (650) 739-3939  
9 Facsimile: (650) 739-3900  
tglanier@jonesday.com  
10 jfroyd@jonesday.com

11 Scott W. Cowan (Admitted *Pro Hac Vice*)  
Joshua L. Fuchs (Admitted *Pro Hac Vice*)  
12 JONES DAY  
717 Texas, Suite 3300  
13 Houston, TX 77002  
Telephone: (832) 239-3939  
14 Facsimile: (832) 239-3600  
swcowan@jonesday.com  
15 jlfuchs@jonesday.com

16 Attorneys for Defendants  
SAP AG, SAP AMERICA, INC., and  
17 TOMORROWNOW, INC.

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

21 ORACLE CORPORATION, a Delaware  
corporation, ORACLE USA, INC., a Colorado  
22 corporation, and ORACLE INTERNATIONAL  
CORPORATION, a California corporation,

23 Plaintiffs,

24 v.

25 SAP AG, a German corporation, SAP  
AMERICA, INC., a Delaware corporation,  
26 TOMORROWNOW, INC., a Texas corporation,  
and DOES 1-50, inclusive,

27 Defendants.  
28

Case No. 07-CV-1658 MJJ

**DEFENDANT TOMORROWNOW,  
INC.'S RESPONSES AND  
OBJECTIONS TO PLAINTIFF  
ORACLE'S 30(B)(6) AMENDED  
NOTICE OF DEPOSITION**

1           **TOPIC NO. 13:**

2           The manner in which Software and Support Materials, or any support product developed  
3 by You, derived by You, or otherwise obtained by You, is maintained, archived, indexed and  
4 transmitted to any Customer, including descriptions of hardware and software Used and where  
5 this hardware or software is physically located.

6           **RESPONSE TO TOPIC NO. 13:**

7           Subject to and without waiving the General Objections, TomorrowNow agrees to produce  
8 a witness on Topic 13.

9           **TOPIC NO. 14:**

10          The use, distribution, transmission or other communication of Software and Support  
11 Materials including without limitation (a) the use, distribution, transmission or other  
12 communication of Software and Support Materials within SAP TN or between SAP TN, SAP  
13 America, and/or SAP AG; (b) the use, distribution, transmission or other communication of  
14 Software and Support Materials into, within, or out of any database or storage device, method, or  
15 application; (c) the use, distribution, transmission or other communication of Software and  
16 Support Materials between You and Your Customers; (d) the hardware and software Used for any  
17 such use, distribution, transmission or other communication identified in this paragraph; and (e)  
18 any “separate systems,” “firewalls,” or other methods or devices that prevent the distribution,  
19 transmission or other communication of Oracle’s Software and Support Materials from You to  
20 SAP AG and SAP America.

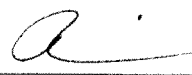
21          **RESPONSE TO TOPIC NO. 14:**

22          TomorrowNow objects that this Topic is vague, and that it is unduly burdensome and  
23 overbroad. Subject to and without waiving the foregoing objections and the General Objections,  
24 TomorrowNow agrees to produce a witness on Topic 14.

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Dated: October 26, 2007

JONES DAY

By:   
\_\_\_\_\_  
Tharan Gregory Lanier

Counsel for Defendants  
SAP AG, SAP AMERICA, INC., and  
TOMORROWNOW, INC.

**PROOF OF SERVICE**

I, Jane Louise Froyd, declare:

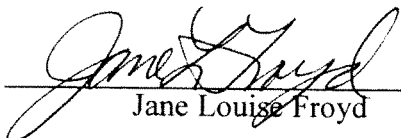
I am a citizen of the United States and employed in Santa Clara County, California. I am over the age of eighteen years and not a party to the within-entitled action. My business address is 1755 Embarcadero Road, Palo Alto, California 94303. On October 26, 2007, I served a copy of the attached document(s):

**DEFENDANT TOMORROWNOW, INC.'S RESPONSES AND  
OBJECTIONS TO PLAINTIFF ORACLE'S 30(B)(6) AMENDED NOTICE  
OF DEPOSITION**

- by transmitting via facsimile the document(s) listed above to the fax number(s) set forth below on this date before 5:00 p.m.
- by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Palo Alto, California addressed as set forth below.
- by placing the document(s) listed above in a sealed Federal Express envelope and affixing a pre-paid air bill, and causing the envelope to be delivered to a Federal Express agent for delivery.
- by personally delivering the document(s) listed above to the person(s) at the address(es) set forth below.
- by transmitting via e-mail or electronic transmission the document(s) listed above to the person(s) at the e-mail address(es) set forth below.

Christopher B. Hockett  
 Geoffrey M. Howard  
 Zachary J. Alinder  
 Bree Hahn  
 BINGHAM McCUTCHEN LLP  
 Three Embarcadero Center  
 San Francisco, CA 94111-4067  
*chris.hockett@bingham.com*  
*geoff.howard@bingham.com*  
*zachary.alinder@bingham.com*  
*bree.hahn@bingham.com*

Executed on October 26, 2007, at Palo Alto, California.

By:   
 Jane Louise Froyd