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**From:** Shauna Holman Harries  
**To:** Luong, Hoan - OFCCP  
**CC:** Neil Bourque; Charles Nyakundi; Lida Daniel; Kela Moon; Sean Smith  
**Sent:** 10/29/2015 9:24:37 PM  
**Subject:** HQCA 19 of 29  
**Attachments:** HQCA - Personnel File 18 [REDACTED].zip

Best Regards,  
Shauna Holman-Harries

**ORACLE**

Shauna Holman-Harries - Director Diversity Compliance  
Phone: +1 602 333 9112 | Fax: +1 602 333 9112 | Mobile: +1 480 689 1858

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**"Working to create an inclusive, diverse culture that drives innovation and business success."**

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 | Oracle is committed to developing practices and products that help protect the environment

[Redacted]

Dear [Redacted]

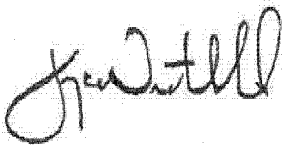
As you know, Oracle Corporation ("Oracle") and [Redacted] have entered into an Agreement and Plan of Merger for Oracle to acquire [Redacted]. As a result of this transaction, we are pleased to offer you the position of Principal Quality Assurance Engineer with Oracle USA, Inc. or another Oracle affiliate (to be designated by Oracle). Your position with Oracle USA, Inc. (or such other Oracle affiliate) will be effective upon a date to be determined by Oracle (currently anticipated to be [Redacted]), and will be contingent upon your successful completion of Oracle's background check process as well as your continued employment by [Redacted] (an Oracle subsidiary) until your employment commences with Oracle USA, Inc. (or such other Oracle affiliate as designated by Oracle). We anticipate offering you starting compensation at the annual rate of [Redacted].

In addition, you will be eligible to participate in the standard compensation plan for your position.

To accept this offer, please sign this offer letter as well as the enclosed Employment Agreement and Mutual Agreement to Arbitrate, Proprietary Information Agreement, Data Privacy Agreement, and remaining new hire documents and return them to Oracle, ATTN: [Redacted], 1001 Sunset Boulevard, Rocklin, CA 95765 for delivery by [Redacted]. If you have any questions, you should contact the Employee Solutions Center at (888) 310-3551. This offer remains open until [Redacted]. If you choose not to accept our employment offer, your voluntary separation from [Redacted] will be processed.

We look forward to having you begin work with us.

Sincerely,



Joyce Westerdahl  
Senior Vice President, Human Resources  
Oracle USA, Inc.

ACCEPTED AND AGREED:

[Redacted]

[Redacted]



Grade Applications - GSIAP

File Edit View Folder Tools Window Help

People

Name

Last

First

Title

Prefix

Suffix

Middle

Gender Female Action

Person Type for Action

Person Types

Employee

Identification

Employee Social Security

Personal Employment Office Details Applicant Further Name Other Benefits

Birth Date

Age

Town of Birth

Status

Region of Birth

Nationality

Country of Birth

Registered Disabled

Effective Dates

From  To  Latest Start Date  [ 0 ]

Address Assignment Special Info Others...



File Edit View Folder Tools Window Help

People

Name

Last

First

Title

Prefix

Suffix

Middle

Gender  Action

Person Type for Action

Person Types

Employee

Identification

Employee

Social Security

Personal **Employment** Office Details Applicant Further Name Other Benefits

Ethnic Origin  I-9 Status

Ethnicity Disclosed  I-9 Expiration

VETS100  New Hire

Child Support Obligation Exception Reason

Opted for Medicare Vets 100A

Effective Dates

From  To  Latest Start Date  [ 0 ]

Address Assignment Special Info Others...



Oracle Applications - GSIAP

File Edit View Folder Tools Window Help

People

Previous Employment information

Previous Employer

Employer		Start Date	
Address		End Date	
Country		Years	
Type	Unknown	Months	
Sub Type		Days	
Description		Further Information	

All Assignments [ ]

Previous Job

Start Date	End Date	Job	Employee Category	Years	Months

Extra Information

Assignment - Previous Job Mappings

Assignment	Job	Start Date	End Date	Years	Months



Oracle Applications - GSIAP

File Edit View Folder Tools Window Help

People

Schools and Colleges Attended

Full Time

School or College	Start Date	End Date	<input type="checkbox"/>	[ ]
			<input type="checkbox"/>	▲
			<input type="checkbox"/>	
			<input type="checkbox"/>	
			<input type="checkbox"/>	
			<input type="checkbox"/>	▼
			<input type="checkbox"/>	
			<input type="checkbox"/>	
			<input type="checkbox"/>	
			<input type="checkbox"/>	

Oracle Applications - GSIAP

File Edit View Folder Tools Window Help

People

Assignment

Organization SL66 - Fusion CRM QA - ORCL USA      Group Oracle.No.Standard.No

Job 10842.QA Manager-ProdDev.PRODEV.TECI      Position

Grade      Payroll Semi-Monthly

Location US-CA-Redwood City-300 Oracle Parkway      Status Active Assignment

Vacancy

Assignment Number      Collective Agreement

Assignment Category Full Time - Regular      Employee Category

Salary Information    Supervisor    Probation & Notice Period    Standard Conditions    Statutory Information

Salary Basis Annual

Review Salary      Review Performance

Every      Every

Effective Dates

From      To [Mk]

Salary    Entries    Others...

Salary History

Oracle Applications - GSIAP

File Edit View Folder Tools Window Help

People

Salary Administration

<b>Previous Proposal</b> Date [REDACTED] Currency USD Bases/Year 1 Conversion Rate 1.00		Salary Basis Annual Last Value [REDACTED] Annual Salary [REDACTED] Converted Salary [REDACTED]		<b>Grade Salary Limits</b> Grade [REDACTED] Currency USD Min Salary [REDACTED] Max Salary [REDACTED] Comparatio 80.181																															
<b>Salary Proposal</b> Change Date [REDACTED] Change Value [REDACTED] Change % 2.5 Reason Annual Salary Review Ranking		Currency USD New Value [REDACTED] Annual Salary [REDACTED] <input checked="" type="checkbox"/> Approved Next Review Performance Review		<b>Salary Information</b> Salary Basis Annual Pay Basis Annual Salary Bases/Year 1																															
<table border="1"> <thead> <tr> <th colspan="3">Proposal Components</th> <th>Change Value</th> <th>Change %</th> <th>Approved</th> </tr> <tr> <th>Reason</th> <th></th> <th></th> <th></th> <th></th> <th>[ ]</th> </tr> </thead> <tbody> <tr> <td>[REDACTED]</td> <td></td> <td></td> <td></td> <td></td> <td><input type="checkbox"/></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td><input type="checkbox"/></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td><input type="checkbox"/></td> </tr> </tbody> </table>						Proposal Components			Change Value	Change %	Approved	Reason					[ ]	[REDACTED]					<input type="checkbox"/>						<input type="checkbox"/>						<input type="checkbox"/>
Proposal Components			Change Value	Change %	Approved																														
Reason					[ ]																														
[REDACTED]					<input type="checkbox"/>																														
					<input type="checkbox"/>																														
					<input type="checkbox"/>																														

Performance





Oracle Applications - GSIAP

File Edit View Folder Tools Window Help

People

Performance

Interview

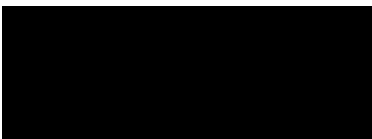
Type Performance Review

Location

Date 01-JUN-2014

Rating 4 - Exceeds Expectations

Next Date [ ]



Oracle Applications - GSTAP

File Edit View Folder Tools Window Help

People

Assignment

Organization: SL66 - Fusion CRM QA - ORCL USA  
 Job: 10842\_QA\_Manager-ProdDev.PRODEV.TECL  
 Grade: [Redacted]  
 Location: US-CA-Redwood City-300 Oracle Parkway

Group: Oracle.No.Standard.No  
 Position: [Redacted]  
 Payroll: Semi-Monthly  
 Status: Active Assignment  
 Vacancy: [Redacted]

Assignment Number: [Redacted]  
 Assignment Category: Full Time - Regular  
 Collective Agreement: [Redacted]  
 Employee Category: [Redacted]

Salary Information | Supervisor | Probation & Notice Period | Standard Conditions | Statutory Information

Name: [Redacted]  
 Worker Number: [Redacted]  
 Assignment Number: [Redacted]

Effective Dates  
 From: [Redacted] To: [Redacted] [Me]

Salary | Entries | Others...

Salary history

Oracle Applications - GSTAP

File Edit View Folder Tools Window Help

ORACLE

Change Date	Review Date	Reason	Approved	Currency Code	Previous	Change	%	Actual	Rating	Ranking	Grade	Mid	Maximum	Comparatio	Minimum	Hourly	Payroll	Monthly	Annual
[Redacted]		Annual Salary Re	✓	USD	[Redacted]		2.5	[Redacted]			[Redacted]			80.18					
[Redacted]		Annual Salary Re	✓	USD	[Redacted]		3.3	[Redacted]			[Redacted]			79.79					
[Redacted]		Annual Salary Re	✓	USD	[Redacted]		5.01	[Redacted]			[Redacted]			77.241					
[Redacted]		Annual Salary Re	✓	USD	[Redacted]		4.211	[Redacted]			[Redacted]			75.762					
[Redacted]		Annual Salary Re	✓	USD	[Redacted]		3.825	[Redacted]			[Redacted]			84.64					

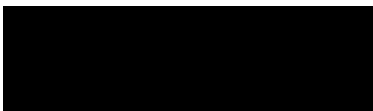
Oracle Applications - GSTAP

File Edit View Folder Tools Window Help

ORACLE

Change Date	Review Date	Reason	Approved	Currency Code	Previous	Change	%	Actual	Rating	Ranking	Grade	Mid	Maximum	Comparatio	Minimum	Hourly	Payroll	Monthly	Annual
[Redacted]		Annual Salary Re	✓	USD	[Redacted]		4.211	[Redacted]			[Redacted]			75.762					
[Redacted]		Annual Salary Re	✓	USD	[Redacted]		3.825	[Redacted]			[Redacted]			84.64					
[Redacted]		Annual Salary Re	✓	USD	[Redacted]		4.571	[Redacted]			[Redacted]			83.56					
[Redacted]		Annual Salary Re	✓	USD	[Redacted]		5.828	[Redacted]			[Redacted]			84.782					
[Redacted]		New Hire	✓	USD	[Redacted]			[Redacted]			[Redacted]			83.306					

Assignment History



Oracle Applications - GSAP

File Edit View Folder Tools Window Help

Oracle

Date Range History of Assignments

From Date	To Date	Assignment Contract	Employment Categ	Grade	Internal Job	Last Updated By	Last Update Date	Location	Manager	Normal E	Normal	Normal	Organization	Payroll	People Group	Position
03-MAR-2012	04-MAR-2012		Full Time - Regular		10842 QA Manager-ProdDev PRODEV TECHQA M2	ANONYMOUS	16-MAR-2013 16:5	US-CA-Redwood C		17.00	40	09.00	SL66 - Fusion CRB	Semi-Monthly	Oracle No Standan	
04-DEC-2011	04-MAR-2012		Full Time - Regular		10842 QA Manager-ProdDev PRODEV TECHQA M2	ANONYMOUS	16-MAR-2013 16:5	US-CA-Redwood C		17.00	40	09.00	SL66 - Fusion CRB	Semi-Monthly	Oracle No Standan	
14-NOV-2011	03-DEC-2011		Full Time - Regular		10842 QA Manager-ProdDev PRODEV TECHQA M2	ANONYMOUS	17-MAR-2013 04:2	US-CA-Redwood C		17.00	40	09.00	SL66 - Fusion CRB	Semi-Monthly	Oracle No Standan	
16-FEB-2010	13-NOV-2011		Full Time - Regular		10840 QA Analyst 4-ProdDev PRODEV TECHQA IC4	ANONYMOUS	16-MAR-2013 14:1	US-CA-Redwood C		17.00	40	09.00	SL66 - Fusion CRB	Semi-Monthly	Oracle No Standan	
20-FEB-2008	15-FEB-2010		Full Time - Regular		10840 QA Analyst 4-ProdDev PRODEV TECHQA IC4	HR_PROCESS_US	30-JAN-2011 17:56	US-CA-Redwood C		17.00	40	09.00	SL66 - Fusion CRB	Semi-Monthly	Oracle No Standan	

Oracle Applications - GSAP

File Edit View Folder Tools Window Help

Oracle

Date Range History of Assignments

#	E	Normal	Normal	Organization	Payroll	People Group	Position	Primary	Probation	Probation	Probation	Reason	Recruiter	Recruitment	Salary Basis	Special	Status	Statutory Informatic	Supervisor	Title	Vacancy	Working Hours	Fre	Effective
40		09.00		SL66 - Fusion CRB	Semi-Monthly	Oracle No Standan		Yes							Annual		Active Assignment	Payroll Oracle US				Week		
40		09.00		SL66 - Fusion CRB	Semi-Monthly	Oracle No Standan		Yes							Annual		Active Assignment	Payroll Oracle US				Week		
40		09.00		SL66 - Fusion CRB	Semi-Monthly	Oracle No Standan		Yes							Annual		Active Assignment	Payroll Oracle US				Week		
40		09.00		SL66 - Fusion CRB	Semi-Monthly	Oracle No Standan		Yes							Annual		Active Assignment	Payroll Oracle US				Week		

Oracle Applications - GSAP

File Edit View Folder Tools Window Help

Oracle

Date Range History of Assignments

From Date	To Date	Assignment Contract	Employment Categ	Grade	Internal Job	Last Updated By	Last Update Date	Location	Manager	Normal E	Normal	Normal	Organization	Payroll	People Group	Position
09-DEC-2008	09-DEC-2008		Full Time - Regular		10840 QA Analyst 4-ProdDev PRODEV TECHQA IC4	HR_PROCESS_US	30-JAN-2011 17:56	60P7		17.00	40	09.00	SL66 - Fusion CRB	Semi-Monthly	Oracle No Standan	
01-MAY-2008	15-MAY-2008		Full Time - Regular		10840 QA Analyst 4-ProdDev PRODEV TECHQA IC4	HR_PROCESS_US	30-JAN-2011 17:56	60P7		17.00	40	09.00	SL66 - Fusion CRB	Semi-Monthly	Oracle No Standan	
17-APR-2008	30-APR-2008		Full Time - Regular		10840 QA Analyst 4-ProdDev PRODEV TECHQA IC4	HR_PROCESS_US	30-JAN-2011 17:56	60P7		17.00	40	09.00	SL66 - Fusion CRB	Semi-Monthly	Oracle No Standan	
14-JAN-2008	16-MAR-2008		Full Time - Regular		10840 QA Analyst 4-ProdDev PRODEV TECHQA IC4	HR_PROCESS_US	30-JAN-2011 17:56	40P4		17.00	40	09.00	SM37 - Fusion-Qu	Semi-Monthly	Oracle No Standan	
14-NOV-2007	13-JAN-2008		Full Time - Regular		10840 QA Analyst 4-ProdDev PRODEV TECHQA IC4	HR_PROCESS_US	30-JAN-2011 17:56	US-CA-San Mateo		17.00	40	09.00	SM37 - Fusion-Qu	Semi-Monthly	Oracle No Standan	

Oracle Applications - GSAP

File Edit View Folder Tools Window Help

Oracle

Date Range History of Assignments

#	E	Normal	Normal	Organization	Payroll	People Group	Position	Primary	Probation	Probation	Probation	Reason	Recruiter	Recruitment	Salary Basis	Special	Status	Statutory Informatic	Supervisor	Title	Vacancy	Working Hours	Fre	Effective
40		09.00		SL66 - Fusion CRB	Semi-Monthly	Oracle No Standan		Yes							Annual		Active Assignment	Payroll Oracle US				Week		
40		09.00		SL66 - Fusion CRB	Semi-Monthly	Oracle No Standan		Yes							Annual		Active Assignment	Payroll Oracle US				Week		
40		09.00		SL66 - Fusion CRB	Semi-Monthly	Oracle No Standan		Yes							Annual		Active Assignment	Payroll Oracle US				Week		
40		09.00		SM37 - Fusion-Qu	Semi-Monthly	Oracle No Standan		Yes				Merger			Annual		Active Assignment	Payroll Oracle US				Week		
40		09.00		SM37 - Fusion-Qu	Semi-Monthly	Oracle No Standan		Yes				Merger			Annual		Active Assignment	Payroll Oracle US				Week		

Oracle Applications - GSAP

File Edit View Folder Tools Window Help

Oracle

Date Range History of Assignments

From Date	To Date	Assignment Contract	Employment Categ	Grade	Internal Job	Last Updated By	Last Update Date	Location	Manager	Normal E	Normal	Normal	Organization	Payroll	People Group	Position
01-MAR-2006	30-APR-2008		Full Time - Regular		10840 QA Analyst 4-ProdDev PRODEV TECHQA IC4	HR_PROCESS_US	30-JAN-2011 17:56	60P7		17.00	40	09.00	SL66 - Fusion CRB	Semi-Monthly	Oracle No Standan	
14-JAN-2008	16-MAR-2008		Full Time - Regular		10840 QA Analyst 4-ProdDev PRODEV TECHQA IC4	HR_PROCESS_US	30-JAN-2011 17:56	40P4		17.00	40	09.00	SM37 - Fusion-Qu	Semi-Monthly	Oracle No Standan	
14-NOV-2007	13-JAN-2008		Full Time - Regular		10840 QA Analyst 4-ProdDev PRODEV TECHQA IC4	HR_PROCESS_US	30-JAN-2011 17:56	US-CA-San Mateo		17.00	40	09.00	SM37 - Fusion-Qu	Semi-Monthly	Oracle No Standan	
18-JUL-2007	13-NOV-2007		Full Time - Regular		10840 QA Analyst 4-ProdDev PRODEV TECHQA IC4	HR_PROCESS_US	30-JAN-2011 17:56	US-CA-San Mateo		17.00	40	09.00	SB02 - Siebel Tool	Semi-Monthly	Oracle No Standan	
01-MAR-2006	17-JUL-2007		Full Time - Regular		10840 QA Analyst 4-ProdDev PRODEV TECHQA IC4	HR_PROCESS_US	30-JAN-2011 17:56	US-CA-San Mateo		17.00	40	09.00	SB02 - Siebel Tool	Semi-Monthly	Oracle No Standan	

Oracle Applications - GSAP

File Edit View Folder Tools Window Help

Oracle

Date Range History of Assignments

#	E	Normal	Normal	Organization	Payroll	People Group	Position	Primary	Probation	Probation	Probation	Reason	Recruiter	Recruitment	Salary Basis	Special	Status	Statutory Informatic	Supervisor	Title	Vacancy	Working Hours	Fre	Effective
40		09.00		SL66 - Fusion CRB	Semi-Monthly	Oracle No Standan		Yes							Annual		Active Assignment	Payroll Oracle US				Week		
40		09.00		SM37 - Fusion-Qu	Semi-Monthly	Oracle No Standan		Yes							Annual		Active Assignment	Payroll Oracle US				Week		
40		09.00		SM37 - Fusion-Qu	Semi-Monthly	Oracle No Standan		Yes							Annual		Active Assignment	Payroll Oracle US				Week		
40		09.00		SB02 - Siebel Tool	Semi-Monthly	Oracle No Standan		Yes							Annual		Active Assignment	Payroll Oracle US				Week		
40		09.00		SB02 - Siebel Tool	Semi-Monthly	Oracle No Standan		Yes							Annual		Active Assignment	Payroll Oracle US				Week		

## Employment Agreement & Mutual Agreement to Arbitrate

Please read this Agreement carefully before you agree to its terms by signing it. You may wish to consult an attorney prior to signing the Agreement. The Agreement sets forth certain important benefits, terms and conditions related to your employment with Oracle. It also sets forth the mutual agreement between you and Oracle to arbitrate any dispute or claim arising out of or related to your Oracle employment and to waive all rights to a trial or hearing before a court or jury.

### Proprietary Information

Oracle's proprietary rights and confidential information are among the company's most important assets. In addition to signing this Agreement as a condition of employment, you also must sign the Proprietary Information Agreement included in the New Employee Packet.

### Oracle Policies

Your adherence to the Oracle Code of Ethics and Business Conduct, set forth in a booklet included in the New Employee Packet, is vital to Oracle and to your success at Oracle. When you sign this Agreement, you are agreeing to thoroughly familiarize yourself with the Oracle Code of Ethics and Business Conduct and you are agreeing to abide by it. You also agree to take Oracle's Ethics and Business Conduct course, available on-line through Oracle's intranet. In addition, when you sign this Agreement, you are acknowledging that you have read the letter addressing Oracle's Safety Program highlights included in the New Employee Packet. The Oracle Code of Ethics and Business Conduct and the Oracle Employee Handbook are on the Oracle intranet and accessible to all employees. You agree, after beginning employment, to access the Employee Handbook and thoroughly familiarize yourself with Oracle policies and to abide by them. Additionally, from time to time, Oracle will communicate important information about its policies by way of electronic mail notification and/or the Oracle intranet. By signing this agreement, you agree to thoroughly review these policy communications and to abide by them.

Oracle is a government contractor, and, as such, certain federal, state, and local laws may place prohibitions or other restrictions on the ability of former government workers, and/or relatives of current or former government workers, to be employed by or to perform certain work on behalf of Oracle. By signing below, you are affirming that your employment with Oracle, and any work you perform while employed by Oracle, will not conflict with any such prohibitions or restrictions.

### Employment Eligibility

In order to comply with the Immigration Reform and Control Act of 1986, the federal government requires the company to examine documents which prove your legal right to work in the United States. Please see the Verification of Eligibility for Employment information which also is a part of the New Employee Packet.

### Benefits

Oracle offers its employees a comprehensive medical, dental, vision, life and disability insurance package through Oracleflex, a flexible benefits program. Oracleflex may require employee contributions. The company also offers benefits including a 401(k) Savings and Retirement Plan, an Employee Stock Purchase Plan, a Dependent Care Reimbursement Plan and an Educational Reimbursement Plan. The details of these plans are included in the New Employee Packet and/or are available on the Oracle intranet. You understand that you must make your Oracleflex benefits elections within the limited time period set forth in the communication accompanying your personal identification number that you will receive after beginning employment.

By signing this Agreement, you authorize Oracle to deduct from your compensation any and all contributions associated with your elections under Oracleflex, the Oracle 401(k) Savings and Investment Plan, the Oracle Employee Stock Purchase Plan, or any other benefit offered by Oracle in which you participate and for which an employee contribution is required.

Your starting compensation, position and other terms and conditions related to your employment are set forth in the offer letter you received. By signing this Agreement, you also are agreeing to the terms and conditions set forth in the offer letter. Oral or written representations contradicting or supplementing the terms of the offer letter are not valid.

10/05

#### At-Will Employment

Employment at Oracle is at-will. The company makes no express or implied commitment that your employment will have a minimum or fixed term, that Oracle may take adverse employment action only for cause or that your employment is terminable only for cause. Either you or Oracle may terminate the employment relationship at any time for any reason. Additionally, Oracle may take any other employment action at any time for any reason. No one at Oracle may make, unless specifically authorized in writing by Oracle's Board of Directors, any promise, express or implied, that employment is for any fixed term or that cause is required for the termination of or change in the employment relationship.

#### Equal Employment Opportunity and Escalation Process

Oracle believes that all employees should be treated fairly and equitably in conformance with its Equal Employment Opportunity policies. We take personnel action without regard to race, color, national origin, sex, marital status, age, religion, disability or sexual orientation. Our commitment to these policies applies to every phase of the employment relationship, and we make every effort to comply with these policies. If, however, you feel you have not been treated fairly in some way in your Oracle employment, you agree, before taking any other action, to make a written complaint to a Director of the Human Resources Department and to allow individuals within the Department a reasonable period of time in which to investigate and informally attempt to resolve your issues.

#### Mutual Agreement to Arbitrate

You and Oracle understand and agree that any existing or future dispute or claim arising out of or related to your Oracle employment, or the termination of that employment, will be resolved by final and binding arbitration and that no other forum for dispute resolution will be available to either party, except as to those claims identified below. The decision of the arbitrator shall be final and binding on both you and Oracle and it shall be enforceable by any court having proper jurisdiction.

The arbitration proceedings shall be conducted pursuant to the Federal Arbitration Act, and in accordance with the National Rules for the Resolution of Employment Disputes of the American Arbitration Association or the Employment Arbitration Rules and Procedures adopted by Judicial Arbitration & Mediation Services ("JAMS"). The arbitrator will have all the powers a judge would have in dealing with any question or dispute that may arise before, during and after the arbitration.

#### Claims Not Covered

Claims for benefits under the workers' compensation, unemployment insurance and state disability insurance laws are not covered by this Arbitration Agreement. Additionally, claims by you or by Oracle for temporary restraining orders or preliminary injunctions ("temporary equitable relief") in cases in which such temporary equitable relief would be otherwise authorized by law are not covered by this Arbitration Agreement. In such cases where temporary equitable relief is sought, the trial on the merits of the action will occur in front of, and will be decided by, the arbitrator, who will have the same ability to order legal or equitable remedies as could a court of general jurisdiction.

#### Costs

Oracle agrees to bear the costs of the arbitrator's fee and all other costs related to the arbitration, assuming such costs are not expenses that you would be required to bear if you were bringing the action in a court of law. You and Oracle shall each bear your own attorneys' fees incurred in connection with the arbitration, and the arbitrator will not have authority to award attorneys' fees unless a statute at issue in the dispute or other appropriate law authorizes the award of attorneys' fees to the prevailing party, in which case the arbitrator shall have the authority to make an award of attorneys' fees as permitted by the applicable statute or law.

#### Consideration

You understand and acknowledge that you are offered employment in consideration of your promise to arbitrate claims. In addition, the promises by Oracle and by you to resolve claims by arbitration in accordance with the provisions of this Arbitration Agreement, rather than through the courts, provide consideration for each other.

#### Knowing and Voluntary Agreement; Complete Agreement

You understand and agree that you have been advised to consult with an attorney of your own choosing before signing this Employment Agreement & Mutual Agreement to Arbitrate, and you have had an opportunity to do so.

10/05

**YOU FURTHER UNDERSTAND AND AGREE THAT YOU HAVE READ THIS EMPLOYMENT AGREEMENT & MUTUAL AGREEMENT TO ARBITRATE CAREFULLY. BY SIGNING IT, YOU ARE EXPRESSLY WAIVING ANY AND ALL RIGHTS TO A TRIAL OR HEARING BEFORE A COURT OR JURY OF ANY AND ALL DISPUTES AND CLAIMS SUBJECT TO ARBITRATION UNDER THIS ARBITRATION AGREEMENT WHICH CLAIMS YOU MAY NOW OR IN THE FUTURE HAVE.**

This Arbitration Agreement contains the complete agreement between Oracle and you regarding the subject of arbitration and alternate dispute resolution, and supersedes any and all prior written, oral, or other types of representations and agreements between Oracle and you, if any.

Severability

If any portion of this Employment Agreement & Mutual Agreement to Arbitrate shall, for any reason, be held invalid or unenforceable, or contrary to public policy or any law, the remainder of the Agreement shall not be affected by such invalidity or unenforceability, but shall remain in full force and effect, as if the invalid or unenforceable term or portion thereof had not existed within this Agreement.

Modification

This Employment Agreement & Mutual Agreement to Arbitrate may be modified only in a writing, expressly referencing this Agreement and you by full name, signed by you and Oracle's Board of Directors.

By signing below you are agreeing that you have read and understood every provision of this Agreement and that, in consideration for your employment at Oracle, you agree to abide by its terms.

ACKNOWLEDGED AND ACCEPTED:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Previous Employee Number

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

10/05

## PROPRIETARY INFORMATION AGREEMENT

*Oracle USA, Inc. and its affiliates ("Oracle") develop, market, license and distribute computer software products and other technology, and provide technical support, consultation, educational and other services relating to Oracle's products. Oracle develops and uses confidential and proprietary information in its business. This information may relate to technical matters, such as the development of a new product or service, or to non-technical matters, such as marketing or financial information. As a result of your Oracle employment, you may develop, receive or otherwise have access to confidential or proprietary information which is of value to Oracle. This agreement sets forth your responsibilities concerning confidential and proprietary information.*

As an employee of Oracle and as a condition of my Oracle employment, I agree to abide by the following terms and conditions:

1. My employment creates a relationship of confidence and trust between me and Oracle with respect to certain information of a confidential, proprietary or trade secret nature. For the purposes of this agreement, all such confidential, proprietary or trade secret information will be referred to as "Proprietary Information."

Proprietary Information includes by way of illustration and without limitation:

- a. all software and other technology developed or licensed by or for Oracle or licensed to Oracle by a third party, and any documentation relating to such software or technology; the term "software" as used in this paragraph refers to software in various stages of development or any product thereof and includes without limitation the literal elements of a program (source code, object code or otherwise), its audiovisual components (menus, screens, structure and organization), any human or machine readable form of the program, and any writing or medium in which the program or the information therein is stored, written or described, including without limitation diagrams, flow charts, designs, drawings, templates, specifications, models, data, bug reports and customer information;
- b. marketing and sales plans or forecasts, product development plans, competitive analyses, benchmark test results, supplier and purchasing information, budgets and non-public financial information, licenses, contracts and all related documents, customer lists and information regarding other employees, their skills and compensation;
- c. all information which Oracle has a legal obligation to treat as confidential or which Oracle treats as proprietary or designates as confidential or for internal use only, whether or not owned or developed by Oracle.

Proprietary Information shall not include information known publicly or generally employed in the trade, nor shall it include generic knowledge that I would have learned in the course of similar employment elsewhere.

At all times, both during and after my employment with Oracle, I will hold Proprietary Information in confidence. I will not by any means transfer, publish, disclose or report Proprietary Information directly or indirectly, except such disclosure to other Oracle employees or authorized third parties as may be necessary in the ordinary course of performing my duties for Oracle or otherwise as directed by Oracle. I will not use Proprietary Information except in the course of performing my duties for Oracle.

2. My performance as an employee of Oracle will not breach any agreement or obligation to keep in confidence the proprietary information of a former employer or other entity or person. I will not bring any proprietary information of a former employer or other entity or person to Oracle. I will not use in the performance of my work with Oracle any proprietary information of a former employer or other entity or person without written authorization from my former employer, the other entity or person.
3. I will promptly disclose to Oracle, will hold in trust for the sole right and benefit of Oracle, and hereby assign to Oracle all my right, title and interest in and to any and all ideas, discoveries, inventions or "know how," including without limitation, all processes, devices, apparatus, computer programs, programming documentation, and other works of authorship, including any modification, improvement or use thereof (collectively referred to as "Developments"), relating to any current or reasonably anticipated business of Oracle, conceived or reduced to practice by me alone or with others during the term of my employment, whether or not conceived during regular business hours. I further acknowledge and agree that all Developments shall be the sole and exclusive property of Oracle and are considered "works made for hire" for the purposes of Oracle's rights under copyright laws. To the extent that any Development may not be considered a "work made for hire", I hereby assign to Oracle such Developments and all rights therein, except those Developments, if any, the assignment of which is prohibited by law. I further agree to execute any documents and to do all things necessary, without additional compensation whether during my Oracle employment or after: (a) to assign all right, title and interest in any Development to Oracle and (b) to assist Oracle in registering, prosecuting, perfecting, protecting, maintaining and enforcing any and all patent, copyright, trade secret or other right or interest in any Development for any and all countries. This provision does not apply to Developments which qualify fully under the provisions of section 2870 of the California Labor Code, or any other statute or common law doctrine of like effect, which states:

- (a) Any provision in an employment agreement which provides that an employee shall assign,

or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or

(2) Result from any work performed by the employee for the employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

4. If any Development assigned hereunder is based upon, or is incorporated into or is an improvement or derivative of, or cannot reasonably be made, used, reproduced and/or distributed without using or violating technology or rights owned or licensed by me and not assigned hereunder, I hereby grant Oracle a perpetual, worldwide, royalty-free, non-exclusive and sub-licensable right and license to exploit and exercise all such technology and rights in support of Oracle's exercise or exploitation of any such assigned Development(s) (including any modifications, improvements and derivatives thereof).
5. I will not during my Oracle employment engage in any other employment, occupation, consulting or other activity related to the business in which Oracle is now involved or becomes involved during the term of my employment.
6. I will not, during my Oracle employment and for a period of six months after the termination of my Oracle employment, directly or indirectly, whether through a third party or otherwise, recruit, solicit, induce, invite or otherwise encourage any Oracle employee to accept an employment or independent contractor or other business relationship with an employer or entity or person other than Oracle.
7. I will upon termination of my Oracle employment reaffirm my recognition of the importance of maintaining the confidentiality of Oracle's Proprietary Information and reaffirm all of the obligations set forth in this agreement.
8. I agree that upon termination of my Oracle employment I will immediately deliver to Oracle, and will not keep in my possession, recreate or deliver to anyone else, all property and materials belonging to Oracle including without limitation documents, software, discs, diskettes, tapes, records, data, notes and correspondence and copies or reproductions thereof whether or not developed by me during the course of my employment with Oracle, hardware, computers, terminals, telephones, badges, business cards, handbooks, policy manuals, software manuals and telephone directories. Upon termination of my Oracle employment, I will immediately cease using and/or accessing any and all Oracle accounts, including but not limited to email, voicemail, and other computer and network systems or accounts.
9. I agree that I will not, for a period of six months after the termination of my Oracle employment, for my own account or for the account of any other person or entity, where my conduct would constitute a misappropriation of trade secrets, unfair competition, other civil wrong, or where such conduct is subject to direct legal prohibition, solicit, call on or provide services similar to those which I provided to customers or clients of Oracle during my Oracle employment, for any of Oracle's customers or clients or prospective customers or clients if I solicited, called on or performed services for that Oracle customer or client or prospective customer or client during the twelve months preceding my termination from Oracle.
10. I understand and acknowledge that my employment relationship with Oracle may be altered or terminated "at will" and that nothing in this agreement alters my "at will" status.
11. I understand and acknowledge that this agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of Oracle, its successors and its assigns.
12. I agree that any legal action or proceeding involving Oracle which is in any way connected with this agreement may be instituted in federal court in San Francisco, California or state court in San Mateo County, California. I agree to submit to the jurisdiction of, and agree that venue is proper in, the aforesaid courts in any such legal action or proceeding.
13. If any provision of this agreement is determined to be invalid or unenforceable, the validity or enforceability of the other provisions shall not be affected.
14. I will not enter into any agreement, written or oral, that conflicts with the provisions of this agreement. I acknowledge that this agreement survives my employment by Oracle.

I acknowledge that I have read and that I understand the terms of this agreement. I understand that by signing this document, I agree to be bound by all the terms, conditions

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Previous Employee Number: \_\_\_\_\_



## ORACLE'S INTERNAL PRIVACY POLICY-INDIVIDUAL PERSONAL DATA

Individual personal data is information on any person that either identifies them or from which they may be identified. All individual personal data at Oracle and its subsidiaries ("Oracle") is regarded as confidential information and all individuals who have access to this data must respect its confidentiality. Failure to do so may lead to disciplinary action.

Oracle human resources electronic data is held and secured at a global level in the United States. Collection and management of human resources data is the responsibility of the local human resources departments and they are accountable for local rights in relation to this data. Personal data may be accessed from Oracle locations worldwide, as required for business purposes, by personnel with appropriate access privileges. Personal data may be shared with external organizations as required to permit their provision of services to the Oracle workforce. Your provision of personal data confirms your consent to this process.

To adequately safeguard personal data privacy at local and global levels, Oracle maintains global policies and procedures to protect the confidentiality and security of individual personal data. Oracle requires that external organizations providing services to the workforce of Oracle only use the information in furtherance of the specific service they are rendering and requires that they treat the information confidentially. Please note that any permission granted by Oracle employees to such service providers relating to other services is outside the scope of these confidentiality requirements.

Oracle manages personal data in accordance with the following general principles:

**Collection** - data is collected for purposes associated with working for Oracle. Examples include information needed to operate payroll and obtain benefits, performance management and other general employment requirements. Consent to the transfer of this data is obtained on joining Oracle, and through appropriate notices alerting individuals to the international processing and onward transfer of data. Explicit consent may be required for the collection and use of sensitive personal data relating to, among other things, race, religion, disability, health, sexual orientation and political affiliation.

**Processing** - use and onward transfer - personal data processed or used by Oracle is collected and used for business purposes only. Onward transfer to outside organizations is safeguarded through contractual requirements and is provided to accomplish the purposes of collection.

**Security** - Oracle operates internal procedures to protect the security of individual personal data. These include, but are not limited to, restricted access to buildings and systems, appropriate technical measures, personal password and authentication protection and authorization requirements to access personal data based on "need to know" principles either for job requirements or specific business.

**Access** - to enable individuals to verify the accuracy of personal data, Oracle provides appropriate access to human resource data. In some circumstances this will be through online, self-service applications; otherwise, access may be obtained through the local human resources department. Local human resource contacts may be obtained at: <http://hrweb.us.oracle.com/>

**External Information** – Oracle collects personally identifiable information from customers, Oracle program students, conference attendees, magazine subscribers and users of its websites. Collection, use and access to this personally identifiable information is subject to Oracle’s Privacy Policy and other applicable polices related to marketing and solicitation. Oracle employees are expected to be familiar with these polices and to promptly complete any training related to these policies. Failure to comply with these polices may result in disciplinary action.

**Enforcement** - questions and issues concerning personal data privacy should be directed to Oracle’s Global Data Privacy Director or go to <http://hrweb.us.oracle.com/misc/datapriv.htm>.

I confirm that I have read Oracle’s Internal Privacy Policy, and agree that the provision of personal data to Oracle confirms my consent to the principles and processes contained in this statement. I further confirm that I understand that failure to abide by these policies may result in disciplinary action.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Previous Employee Number: \_\_\_\_\_

ORACLE

[REDACTED]

Dear [REDACTED]:

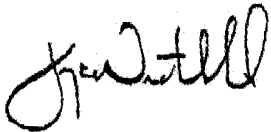
As you know, Oracle Corporation ("Oracle") and [REDACTED] have entered into an Agreement and Plan of Merger for Oracle to acquire [REDACTED]. As a result of this transaction, we are pleased to offer you the position of Principal Quality Assurance Engineer with Oracle USA, Inc. or another Oracle affiliate (to be designated by Oracle). Your position with Oracle USA, Inc. (or such other Oracle affiliate) will be effective upon a date to be determined by Oracle (currently anticipated to be March 1), and will be contingent upon your successful completion of Oracle's background check process as well as your continued employment by [REDACTED] (an Oracle subsidiary) until your employment commences with Oracle USA, Inc. (or such other Oracle affiliate as designated by Oracle). We anticipate offering you starting compensation at the annual rate of [REDACTED].

In addition, you will be eligible to participate in the standard compensation plan for your position.

To accept this offer, please sign this offer letter as well as the enclosed Employment Agreement and Mutual Agreement to Arbitrate, Proprietary Information Agreement, Data Privacy Agreement, and remaining new hire documents and return them to Oracle, ATTN: [REDACTED] 1001 Sunset Boulevard, Rocklin, CA 95765 for delivery by [REDACTED]. If you have any questions, you should contact the Employee Solutions Center at (888) 310-3551. This offer remains open until [REDACTED]. If you choose not to accept our employment offer, your voluntary separation from [REDACTED] will be processed.

We look forward to having you begin work with us.

Sincerely,



Joyce Westerdahl  
Senior Vice President, Human Resources  
Oracle USA, Inc.

ACCEPTED AND AGREED:

[REDACTED]

Ref. # [REDACTED]