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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

ORACLE AMERICA, INC., a Delaware
corporation; ORACLE INTERNATIONAL
CORPORATION, a Delaware corporation,

Plaintiffs,

v.

TERIX COMPUTER COMPANY, INC., a
California corporation; MAINTech
INCORPORATED, a Delaware corporation;
VOLT DELTA RESOURCES, LLC, a Nevada
limited liability company; SEVANNA
FINANCIAL, INC., a Nevada corporation;
WEST COAST COMPUTER EXCHANGE,
INC., a Nevada corporation; and DOES 1-50,

Defendants.

No. 5:13-cv-03385 PSG

~~PROPOSED~~ STIPULATED
JUDGMENT

1 Plaintiffs Oracle America, Inc. and Oracle International Corporation (together, "Oracle")
2 and Defendants TERiX Computer Company, Inc., Sevanna Financial, Inc., and West Coast
3 Computer Exchange, Inc. (together, "Terix"), through their undersigned counsel, hereby stipulate
4 and move this Court for entry of judgment.

5 Accordingly, IT IS HEREBY ADJUDGED AND ORDERED that:

- 6 1. Oracle and Terix have entered into a Settlement Agreement to resolve Oracle's
7 claims against Terix, as well as Terix's counterclaims against Oracle, and these
8 parties have agreed on the terms of this Stipulated Judgment.
- 9 2. On Oracle's claims made against Terix for copyright infringement (17 U.S.C.
10 § 106), fraud, violations of the Computer Fraud and Abuse Act (18 U.S.C. §
11 1030), false advertising under the Lanham Act (15 U.S.C. § 1125), breach of
12 contract, intentional interference with prospective economic relations, and unfair
13 competition (Cal. Bus. & Prof. Code § 17200), Oracle shall recover from Terix
14 the following monetary and/or equitable relief:
 - 15 a. Oracle shall recover from Terix in the amount of fifty seven million seven
16 hundred twenty-three thousand U.S. dollars (USD \$57,723,000.00).
 - 17 b. Terix, as well as its officers, agents, employees, and all those acting under
18 Terix's control or on its behalf, as well as any entity that acquires or
19 mergers with Terix (Terix successor), are hereby permanently enjoined as
20 follows:
 - 21 i. Terix shall not give, sell, or otherwise provide to anyone any
22 Oracle/Sun software and/or software support materials, including
23 any updates, bug fixes, patches, media kits, or other proprietary
24 software support materials, and including any patches, bug fixes,
25 or updates to the Solaris Operating System or for firmware on
26 Oracle/Sun hardware, but not including any materials made
27 publicly available by Oracle at the time of such provision by Terix
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(collectively “Software and Support Materials”). Nor shall Terix engage, retain, contract for, or otherwise utilize any third party to give, sell, or otherwise provide to anyone any Software and Support Materials. Terix may retain third-parties to test the functionality of hardware parts acquired lawfully for break/fix purposes on the open market.

- ii. Within 14 days, Terix shall give a copy of the statement contained within Exhibit A to all its current customers that engage Terix to provide Solaris support services on Oracle/Sun hardware – including, but not limited to, all current Terix customers identified by Terix in response to Oracle’s Interrogatory No. 1 in this action as Access Customers, Pre-Boarded Customers, Firmware Customers and Additional Customers – and shall not represent anything to the contrary. Terix shall also provide a copy of the statement contained in Exhibit A along with any request, solicitation, advertisement, or proposal for any professional services, or any other comparable document that Terix provides at the outset of an actual or prospective new engagement, to any current or prospective client or customer that is considering engaging Terix to provide future support services on any Oracle/Sun hardware for five years from the date this judgment is entered; in so doing, Terix may omit the first paragraph of Exhibit A as to new clients or customers. Terix shall provide and request that the written statement attached as Exhibit A be published in the next available member newsletters for the Service Industry Association and ASCDI-NATD, and shall pay any required fee for such publication.

- 1 iii. Terix shall not access or log into any password-protected portion
2 of any Oracle website or any Oracle FTP site, whether on its own
3 behalf or as an agent or a contractor for any end user customer or
4 other third party. Likewise, Terix shall not engage, retain, contract
5 for, or otherwise utilize any third party to access or log into any
6 password-protected portion of any Oracle website or any Oracle
7 FTP site.
- 8 iv. Terix shall not give, sell, or otherwise provide any user credentials,
9 IDs, or passwords to access any password-protected portion of any
10 Oracle website to any other party. Nor shall Terix engage, retain,
11 contract for, or otherwise utilize any third party to give, sell, or
12 otherwise provide any user credentials, IDs, or passwords to access
13 any password-protected portion of any Oracle website to any other
14 party.
- 15 v. Terix shall not direct, advise, or recommend any customer or third
16 party to copy or use any Software or Support Materials in violation
17 of any Oracle policy or agreement.
- 18 vi. Terix shall not make any representations to any third party, either
19 affirmatively or in response to an inquiry, that state or imply that
20 Terix can provide or has access to, can access, or can obtain
21 Software and Support Materials.
- 22 vii. Terix shall search all computers and computer storage locations
23 owned by Terix for Software and Support Materials, and thereafter
24 cease to use any and all such materials with the exception of (1)
25 any Terix business records, logs, or service history, or (2) any
26 firmware already installed on any parts that Terix acquires, uses, or
27 provides in the course of break/fix support of customers.
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viii. Terix shall allow Oracle to perform an annual audit of its work relating to Oracle/Sun hardware for the next five (5) years. Terix shall maintain complete and detailed records regarding its performance of any and all support services on Oracle/Sun hardware in its customer support record system, shall retain all emails sent to or from its support personnel concerning Oracle/Sun products, and shall disclose such records and emails in any audit conducted by Oracle to enable Oracle to determine whether Terix has complied with the terms of this Stipulated Judgment.

ix. Terix shall provide a copy of this Stipulated Judgment to all Terix personnel, and shall provide a copy of Exhibit A to this Stipulated Judgment to any third party agents or vendors acting under Terix's control or on its behalf, which Terix engages for Oracle/Sun hardware support for its customers, and instruct all such persons that they must comply with the restrictions regarding the Software and Support Materials set forth herein. Terix shall take appropriate disciplinary action against known violators of the restrictions regarding the Software and Support Materials set forth in this Stipulated Judgment.

3. On Terix's counterclaims for violations of the Sherman Act (15 U.S.C. § 1), violations of the Sherman Act (15 U.S.C. § 2), violations of the Cartwright Act (Cal. Bus. & Prof. Code §§ 16700 *et seq.*), interference with contract, interference with prospective business advantage, unfair competition (Cal. Bus. & Prof. Code § 17200), and declaratory relief, Terix shall recover nothing.

4. As between Oracle, on the one hand, and Terix, on the other, each shall bear its own costs and attorneys' fees, except as specified in paragraph 6 below.

5. Oracle and Terix waive any rights to appeal this Stipulated Judgment.

6. The Court retains jurisdiction over any action to enforce this Stipulated Judgment. In any such action, the prevailing party shall be entitled to reasonable attorneys' fees and costs. Oracle and Terix request that in any future action to enforce or resolve any disputes relating to this Stipulated Judgment, the Court refer the matter to Magistrate Judge Grewal for all purposes provided he is available. The parties hereby stipulate that Judge Grewal is the judge for all purposes for purposes of continuing jurisdiction over this case.
7. This Stipulated Judgment, in conjunction with the Settlement Agreement and the Stipulated Judgment between Oracle and Maintech (D.I. 614), adjudicates all claims at issue in this litigation, and is a final judgment.

DATED: June 10, 2015

Morgan, Lewis & Bockius LLP

By: /s/ Thomas S. Hixson
 Thomas S. Hixson
 Attorneys for Plaintiffs
ORACLE AMERICA, INC., ORACLE
INTERNATIONAL CORPORATION

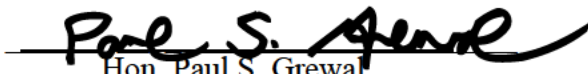
DATED: June 10, 2015

Hopkins & Carley
A Law Corporation

By: /s/ John v. Picone III
John V. Picone III
Attorneys for Defendants
TERIX COMPUTER COMPANY, INC.,
SEVANNA FINANCIAL, INC., WEST
COAST COMPUTER EXCHANGE, INC.

1 IT IS SO ORDERED.

2 DATED: June 10, 2015

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5 Hon. Paul S. Grewal
6 United States Magistrate Judge
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ATTESTATION

I, Thomas S. Hixson, am counsel for Oracle America, Inc. and Oracle International Corporation. I am the registered ECF user whose username and password are being used to file this stipulation and proposed order. In compliance with LR 5-1(i)(3), I hereby attest that the above-identified counsel concurred in this filing.

DATED: June 10, 2015

MORGAN, LEWIS, & BOCKIUS LLP

By: /s/ Thomas S. Hixson

Thomas S. Hixson
Attorneys for Plaintiffs
ORACLE AMERICA, INC. and
ORACLE INTERNATIONAL
CORPORATION

EXHIBIT A

“TERIX IS PROVIDING THIS STATEMENT PURSUANT TO A JUDGMENT ENTERED AGAINST IT IN THE CASE ORACLE AMERICA, INC., ET AL. V. TERIX COMPUTER COMPANY, INC., ET AL., CASE NO. 5:13-cv-03385 PSG.”

“TERIX DOES NOT SELL OR RESELL ORACLE SUPPORT AGREEMENTS. TERIX IS NOT AN ORACLE PARTNER AND IS NOT AUTHORIZED TO RESELL OR PROVIDE IN ANY MANNER ORACLE PRODUCTS OR SERVICES. ANY PRICING PROVIDED BY TERIX FOR SUPPORT SERVICES IS FOR THIRD PARTY SUPPORT PROVIDED BY TERIX WITH NO AFFILIATION OR INVOLVEMENT WITH ORACLE OF ANY KIND.

“TERIX HAS NO LEGAL RIGHT TO PROVIDE ANY ORACLE SOFTWARE, BUG FIXES, PATCHES, UPDATES, UPGRADES, OR LICENSES FOR ANY SUCH SOFTWARE OR OTHER PRODUCT, OR ANY ORACLE SUPPORT MATERIALS. TERIX IS NOT AUTHORIZED TO PROVIDE, DISTRIBUTE OR MAKE AVAILABLE ANY SUCH ORACLE SOFTWARE, LICENSING, OR SUPPORT MATERIALS. PURSUANT TO AN ORDER BY THE COURT IN THE ABOVE-REFERENCED CASE, ANY STATEMENTS OR REPRESENTATIONS MADE BY TERIX REGARDING THE EXISTENCE OF A LICENSE TO USE ANY ORACLE BUG FIXES, PATCHES, UPDATES, UPGRADES OR ANY OTHER SOFTWARE OTHERWISE PROVIDED BY ORACLE AS PART OF ITS PREMIER SUPPORT SERVICE OFFERINGS WERE FALSE AND NO SUCH LICENSE EXISTS THAT PERMITS THE USE OF THESE ITEMS WITHOUT AN ACTIVE SUPPORT CONTRACT DIRECTLY WITH ORACLE.

“ANY LICENSES AND/ OR RIGHTS TO USE SOFTWARE AND/OR SUPPORT MATERIALS DEVELOPED AND DISTRIBUTED BY ORACLE MUST BE OBTAINED FROM ORACLE OR AN ORACLE RESELLER AUTHORIZED EXPRESSLY BY ORACLE TO DISTRIBUTE SUCH SOFTWARE OR SUPPORT MATERIALS. TO THE EXTENT YOU RECEIVED ANY ORACLE SOFTWARE AND/OR SUPPORT MATERIALS FROM TERIX, TERIX DID NOT HAVE THE LEGAL RIGHT TO DO SO.”