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UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

ORACLE USA, INC., a Colorado corporation;
ORACLE AMERICA, INC., a Delaware
corporation; and ORACLE INTERNATIONAL
CORPORATION, a California corporation,

Plaintiffs,

v.

RIMINI STREET, INC., a Nevada corporation;
and SETH RAVIN, an individual,

Defendants.

Case No. 2:10-cv-0106-LRH-VCF

**PERMANENT INJUNCTION
AGAINST DEFENDANTS RIMINI
STREET, INC. AND SETH RAVIN**

1 **I. INJUNCTION PURSUANT TO 17 U.S.C. § 502(a)**

2 Good cause being shown, the Court permanently enjoins and restrains Defendant Rimini
3 Street, Inc. and its subsidiaries, affiliates, employees, directors, officers, principals, and agents
4 (collectively, “Rimini”) as follows:

5 1. Rimini Street, Inc. shall provide notice of this Section 502 Order to all subsidiaries,
6 affiliates, employees, directors, officers, principals, and agents that may have any
7 involvement whatsoever in reproducing, preparing derivative works from, or
8 distributing PeopleSoft, JD Edwards, Siebel, or Oracle Database software or
9 documentation.

10 2. Rimini shall not reproduce, prepare derivative works from, or distribute PeopleSoft,
11 JD Edwards, or Siebel software or documentation in any way unless both of the
12 following conditions are met:

13 (a) Rimini shall not reproduce, prepare derivative works from, or
14 distribute PeopleSoft, JD Edwards, or Siebel software or documentation unless solely
15 in connection with work for a specific customer that has affirmed in writing that the
16 customer holds a valid, written license agreement for the particular PeopleSoft, JD
17 Edwards, or Siebel software and documentation authorizing Rimini’s specific
18 conduct; and

19 (b) Rimini shall not reproduce, prepare derivative works from, or
20 distribute PeopleSoft, JD Edwards, or Siebel software or documentation unless such
21 conduct is consistent with the remaining terms of this Order.

22 **A. PeopleSoft**

23 3. Rimini shall not distribute PeopleSoft software or documentation or any derivative
24 works created from or with PeopleSoft software or documentation;

25 4. Rimini shall not reproduce, prepare derivative works from, or use a specific licensee’s
26 PeopleSoft software or documentation other than to support the specific licensee’s
27 own internal data processing operations;

28

1 5. Rimini shall not reproduce, prepare derivative works from, or use PeopleSoft
2 software or documentation on, with, or to any computer systems other than a specific
3 licensee's own computer systems;

4 6. Rimini shall not reproduce, prepare derivative works from, or use PeopleSoft
5 software or documentation on one licensee's computer systems to support,
6 troubleshoot, or perform development or testing for any other licensee, including,
7 specifically, that Rimini shall not use a specific licensee's PeopleSoft environment to
8 develop or test software updates or modifications for the benefit of any other licensee;

9 **B. JD Edwards**

10 7. Rimini shall not distribute JD Edwards software or documentation or any derivative
11 works created from or with JD Edwards software or documentation;

12 8. Rimini shall not reproduce, prepare derivative works from, or use a specific licensee's
13 JD Edwards software or documentation other than on a specific licensee's own
14 computer systems;

15 9. Rimini shall not copy or access JD Edwards software source code;

16 10. Rimini shall not reproduce, prepare derivative works from, or use JD Edwards
17 software or documentation on, with, or to any computer systems other than a specific
18 licensee's own computer systems, except to create an unmodified copy of a specific
19 licensee's software application and documentation for use by that specific licensee in
20 the event that the production copy of the licensee's software is corrupted or lost;

21 11. Rimini shall not reproduce, prepare derivative works from, or use JD Edwards
22 software or documentation on one licensee's computer systems to support,
23 troubleshoot, or perform development or testing for any other licensee, including,
24 specifically, that Rimini shall not use a specific licensee's JD Edwards environment
25 to develop or test software updates or modifications for the benefit of any other
26 licensee;

C. Siebel

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2 12. Rimini shall not distribute or prepare derivative works from Siebel software or
3 documentation;
4 13. Rimini shall not copy or access Siebel software source code;
5 14. Rimini shall not reproduce or use Siebel software or documentation on, with, or to
6 any computer systems other than a specific licensee’s own computer systems, except
7 solely to:
8 a. create an unmodified copy of a specific licensee’s software application and
9 documentation for the use of that specific licensee in the event that the
10 production copy of the licensee’s software is corrupted or lost;
11 b. create an unmodified copy of a specific licensee’s software application and
12 documentation for emergency back-up purposes; or,
13 c. create an unmodified copy of a specific licensee’s software application and
14 documentation for disaster recovery purposes and related testing;
15 15. Rimini shall not reproduce, prepare derivative works from, or use Siebel software or
16 documentation on one licensee’s computer systems to support, troubleshoot, or
17 perform development or testing for any other licensee, including, specifically, that
18 Rimini shall not use a specific licensee’s Siebel environment to develop or test
19 software updates or modifications for the benefit of any other licensee;

D. Oracle Database

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21 16. Rimini shall not reproduce, prepare derivative works from, or distribute Oracle
22 Database software.

II. INJUNCTION PURSUANT TO CDAFA

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24 Good cause being shown, the Court permanently enjoins and restrains Defendant Seth
25 Ravin, Defendant Rimini Street, and the subsidiaries, affiliates, employees, directors, officers,
26 principals, and agents of either of them (“Rimini and Ravin”):
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- 1 1. Rimini Street, Inc. and Seth Ravin shall provide notice of this CDAFA Order to all
2 subsidiaries, affiliates, employees, directors, officers, principals, and agents that may
3 have any involvement whatsoever in accessing any Oracle website.
- 4 2. Rimini and Ravin shall not access (including download from) any Oracle website in
5 any manner that could damage, disable, overburden, impair, or otherwise result in
6 unauthorized access to or interference with, the proper functioning of any Oracle
7 accounts, systems, or networks, including but not limited to access by or use of any
8 automated or computerized method simulating manual downloading;
- 9 3. Rimini and Ravin shall not distribute materials downloaded from any Oracle website
10 to more than one person or entity;
- 11 4. Rimini and Ravin shall not access any Oracle website using any entity's credentials
12 for the benefit of any entity other than the entity to which the credentials were issued.

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14 **IT IS SO ORDERED.**

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16 DATED: this 11th day of October, 2016.

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19 By: _____



Hon. Larry R. Hicks
United States District Judge