

Exhibit H

1 IN THE UNITED STATES DISTRICT COURT
2 FOR THE EASTERN DISTRICT OF TEXAS
3 TYLER DIVISION

4 EOLAS TECHNOLOGIES, INC.,) DOCKET NO. 6:09cv446

5 -vs-

6 ADOBE SYSTEMS, INC.,) Tyler, Texas
7 ET AL) 12:42 p.m.
8 February 8, 2012

9 TRANSCRIPT OF TRIAL
10 AFTERNOON SESSION
11 BEFORE THE HONORABLE LEONARD DAVIS,
12 UNITED STATES CHIEF DISTRICT JUDGE, AND A JURY

13 A P P E A R A N C E S

14 FOR THE PLAINTIFFS:

15 MR. MIKE McKOOL
16 MR. DOUGLAS CAWLEY
17 MS. ROSEMARY SNIDER
18 MR. TOM FASONE
19 MS. ADA BROWN
20 MS. HOLLY ENGELMANN
21 MR. IVAN WANG
22 McKOOL SMITH
23 300 Crescent Court, Ste. 1500
24 Dallas, TX 75201

25 COURT REPORTERS: MS. JUDITH WERLINGER
MS. SHEA SLOAN
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1 exploit the patent, especially after we had had very
2 little success in licensing it to others.

3 Q. And that was before the patent had even
4 issued?

5 A. Yes. And that's usually the case. You know,
6 usually, we try to find a licensee at some point between
7 filing it and issuance of the patent.

8 Q. Is it common that the university may choose to
9 get its inventions out in the world by entering into an
10 agreement with the inventors to actually form a business
11 around the invention?

12 A. Yes. It's quite common that we license to
13 inventor startups. It's one of the -- one of the --
14 actually, one of the best ways to get early-stage
15 technology out, because the inventors often know the
16 most about the technology and have the best way of --
17 and have the best understanding of how it can be most
18 impactful and used.

19 Q. So what kind of arrangement did the university
20 enter into with this company, Eolas?

21 A. We entered into an exclusive license agreement
22 with Eolas.

23 Q. What does that mean?

24 A. We grant the entire right to license the
25 technology to Eolas. So after that point, the

1 university does not entertain any other entreaties for
2 licenses from third parties.

3 Q. So you won't license it to anybody else,
4 except Eolas; is that right?

5 A. It is licensed exclusively. We don't deal
6 with anyone else.

7 Q. Okay. But do you continue -- you, the
8 University of California, continue to own the patents?

9 A. We do.

10 Q. Now, is this kind of arrangement common
11 between the University of California and young
12 companies --

13 A. This is standard --

14 Q. -- formed around a patent?

15 A. Sorry. This is our standard approach.

16 Q. And has that original agreement been revised a
17 few times over the years?

18 A. Yes, it has. And that's also been very
19 common.

20 Q. Okay. Let me show you Plaintiffs' Exhibit 19.
21 Is this a copy of the current license agreement between
22 the University of California and Eolas?

23 A. Yes, it is.

24 Q. But even -- even during various revisions to
25 the original agreement, has it always been the case, and

1 right?

2 A. You would get a good education, yes.

3 Q. Right. And not only that, but you also do
4 research on this subject matter, right, sir?

5 A. That is correct.

6 Q. Okay. Thank you, sir. I appreciate you
7 coming here and being the witness for the University of
8 California. Thank you very much. Thank you for your
9 time.

10 MR. CAWLEY: Briefly, Your Honor.

11 THE COURT: Yes.

12 REDIRECT EXAMINATION

13 BY MR. CAWLEY:

14 Q. Just a couple of questions, Mr. Tucker.

15 Are you aware that the University of
16 California joined into this lawsuit, which was filed by
17 Eolas, because some of the Defendants complained that it
18 wasn't Eolas that owned the patents?

19 A. That's right.

20 Q. And the university agreed to join, because
21 it's the university that owns the patents, correct?

22 A. That is correct, and we support our licenses.

23 Q. Okay. Second thing, of all the many things
24 you were just asked by Google's lawyer that you don't
25 know, you don't know the details of the invention, you

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CERTIFICATION

I HEREBY CERTIFY that the foregoing is a true and correct transcript from the stenographic notes of the proceedings in the above-entitled matter to the best of our abilities.

/s/ Shea Sloan
SHEA SLOAN, CSR
Official Court Reporter
State of Texas No.: 3081
Expiration Date: 12/31/12

/s/ Judith Werlinger
JUDITH WERLINGER, CSR
Deputy Official Court Reporter
State of Texas No.: 731
Expiration Date 12/31/12