EXHIBIT A-3

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May 7, 2010

VIA ELECTRONIC MAIL

Todd Briggs
Quinn Emanuel Urquhart & Sullivan, LLP
555 Twin Dolphin Drive, 5th Floor
Redwood Shores, CA 94065

> RE: *Bedrock Computer Technologies LLC v. Softlayer Technologies, Inc. et al.*, No. 6:09-CV-00269 (E.D. Tex.)

Dear Todd:

I write in response to your May 5, 2010 letter to Austin Curry, in which you objected to the disclosure of Google's source code to Bedrock's experts. Bedrock intends to abide by the Agreed Protective Order, but Bedrock disagrees with Google's interpretation of the Agreed Protective Order. Pursuant to paragraph 10 of the Agreed Protective Order, this letter constitutes part of Bedrock's attempt in good faith to resolve Google's objection.

Nothing in the Agreed Protective Order restricts the number of persons disclosed and qualified under paragraph 9 to whom source code may be disclosed. Your May 5, 2010 letter cites a truncated portion of paragraph 8(B)(ix) to support your objection, but the complete sentences of the relevant part of paragraph 8(B)(ix) show no such restriction:
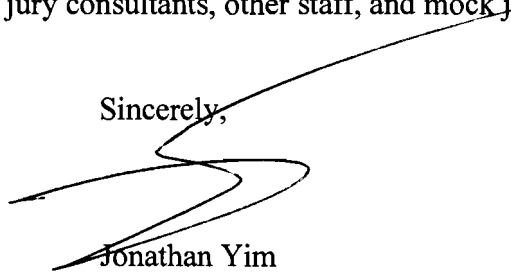
> No more than two (2) individuals per producing party, who qualify under paragraph 7.1D, above, for each receiving party, may have **access** to the **Source Code Computers**. As an example to illustrate the foregoing sentence, Plaintiff may have up to eighteen (18) individuals have **access** to the source code of nine (9) Defendants, however no more than two (2) individuals may have access to any one Defendant's source code. . . .

The emphasized portions of paragraph 8(B)(ix) above show that this restriction applies only to access to the physical Source Code Computers provided by each Defendant. When the parties negotiated the terms of the Agreed Protective Order, counsel for Defendants sought inclusion of this restriction to minimize the number of visitors to their facilities. Counsel for Defendants did not indicate that they wished to minimize the number of persons to whom source code could be disclosed; if they had so indicated, Bedrock would have objected to this as an unreasonable burden on Bedrock's ability to investigate, prepare, and try its case.

Moreover, other portions of the Agreed Protective Order are without restriction on the number of persons to whom source code may be disclosed. Paragraph 7.2 is what actually controls the disclosure of source code. It provides that source code may be disclosed to persons described in paragraph 7.1(D), which includes technical advisors, consultants, and testifying experts that are disclosed and qualified pursuant to the terms of paragraph 9. Neither paragraph 7.1 nor 7.2 places any restriction on the number of these persons to whom source code may be disclosed. Austin Curry's April 28, 2010 letter constituted a paragraph 9 disclosure and attached the necessary executed Confidentiality Agreements, and all of the persons disclosed thereby are thus qualified under paragraph 7.2 to receive source code. Consistent with this mechanism is paragraph 8(B)(viii)'s allowance for disclosure of source code to <u>any</u> proper signatory to the Confidentiality Agreement (other than a party's employee or another Defendant).

Finally, Bedrock disagrees with your interpretation of the latter half of paragraph 8(B)(ix). As explained above, paragraph 8(B)(ix) applies only to access to the physical Source Code Computers located within Google's facilities. Bedrock need not notify Google each and every time its counsel, employees of counsel, technical advisors, consultants, testifying experts, graphics operators, designers, animators, jury consultants, other staff, and mock jurors look at the source code.

Sincerely,

Jonathan Yim

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