

EXHIBIT 9

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
TYLER DIVISION**

Eolas Technologies Incorporated,

Plaintiff,

vs.

**Adobe Systems Inc., Amazon.com, Inc.,
Apple Inc., Argosy Publishing, Inc.,
Blockbuster Inc., CDW Corp.,
Citigroup Inc., eBay Inc., Frito-Lay, Inc.,
The Go Daddy Group, Inc., Google Inc.,
J.C. Penney Company, Inc., JPMorgan
Chase & Co., New Frontier Media, Inc.,
Office Depot, Inc., Perot Systems Corp.,
Playboy Enterprises International, Inc.,
Rent-A-Center, Inc., Staples, Inc., Sun
Microsystems Inc., Texas Instruments Inc.,
Yahoo! Inc., and YouTube, LLC**

Defendants.

Civil Action No. 6:09-CV-00446-LED

JURY TRIAL

**PLAINTIFF'S FIRST SET OF INTERROGATORIES (NOS. 1-2) TO BE ANSWERED
BY DEFENDANT FRITO-LAY**

Plaintiff Eolas Technologies Incorporated ("Eolas" or "Plaintiff") files this Second Set of Interrogatories to Defendant Frito-Lay ("Frito-Lay"). The answers should be served upon counsel for Eolas as provided by Fed. R. Civ. P. 33.

I. INSTRUCTIONS

1. For the following interrogatories the information sought is that which is current to the date of your response. The following interrogatories are of a continuing nature and supplemental responses are required in accordance with Federal Rule of Civil Procedure 26(e).

2. If any information is withheld on the basis of a claim of privilege or work product, then the answer shall: generally identify the information withheld by subject matter, author,

addressees, and carbon copy recipient(s); state the basis for withholding the information; and identify the person(s) knowledgeable about the subject matter of the withheld information.

3. If any documents referred to in your response to these interrogatories were, but are no longer in your possession, custody, or control, state what disposition was made of them and when. If any documents referred to in response to these interrogatories have been lost or destroyed, describe in detail the circumstances of such loss or destruction and identify each lost or destroyed document (and all files that contained such documents).

4. If the procedure for answering interrogatories as authorized by Fed. R. Civ. P. 33(d) is used, for each interrogatory and subpart thereof, specify the production (i.e., Bates) numbers of the specific document or group of documents accompanying your response.

II. DEFINITIONS

The following terms and definitions shall apply to these Interrogatories:

1. "And" as used herein shall mean and/or.

2. "Identify," when used with reference to:

(a) an individual person, means to state his full name, present or last known employer, job title, present or last known residence addresses and telephone number, and present or last known business addresses and telephone number.

(b) a business entity, means to state the full name and address of the entity and the names and positions of the individual or individuals connected with such entity who have knowledge of the information requested.

(c) a document, means to state the type of document (letter, memorandum, etc.), its date, author(s) or originator(s), addressee(s), all individuals who received copies of the document, the identity of persons known or presumed by you to have present possession, custody or control thereof, and a brief description of the subject matter and present location. The foregoing is

unnecessary if the document is being produced to Eolas in lieu of the answer to an Interrogatory. If the document has already been produced, “identify” means to provide the production number of the document.

3. “Person” shall refer to any natural person, firm, association, partnership, corporation, group, organization or other form of legal business entity.

4. Frito-Lay means Frito-Lay, Inc., and includes any officers, directors, partners, associates, employees, staff members, agents, representatives, attorneys, subsidiaries foreign or domestic, parents, affiliates, divisions, successors, predecessors, and any other related entities, and specifically includes all assets or companies that have been acquired by Frito-Lay or with respect to which it has succeeded to rights or obligations.

5. “You,” or “Your” means Frito-Lay, and includes any officers, directors, partners, associates, employees, staff members, agents, representatives, attorneys, subsidiaries foreign or domestic, parents, affiliates, divisions, successors, predecessors, and any other related entities, and specifically includes all assets or companies that have been acquired by Frito-Lay or with respect to which Adobe has succeeded to rights or obligations.

6. As used herein, the term “document” means and includes, but is not limited to, the following items, whether typed, printed, handwritten, drawn, created, recorded, stored, or reproduced by any means or process and whether or not a claim of privilege or other bar to discovery is asserted: notes, letters, memoranda, correspondence, e-mail, drafts, books, telegrams, telexes, telephone bills, telephone logs, notebooks, charts, tables, lists, graphs, agendas, outlines, schedules, plans, studies, applications, policies, procedures, rules, guidelines, manuals, handbooks, evaluations, worksheets, minutes, bids, bid forms, promissory notes, memoranda of understanding, statements of work, requests for proposal, requests for quotation, letters of intent, contracts, agreements, journal ledgers, accounting ledgers, invoices,

spreadsheets, loan agreements, tabulations, compilations, financial statements, income statements, balance sheets, checks, registers, pro-formas, budgets, projections, strategic plans, calendars, diaries, appointment books, records and summaries of meetings, telephone conversations or interviews, investigative reports, consultant reports, credit reports, requests for information, proposals, videotapes, audio tapes, recordings, computer tapes, computer disks, DVDs, CDs, computer printouts and data stored on any computer-accessible media, databases, call tracking systems, defect tracking systems, consumer relationship systems or software, sales force automations systems, engineering notebooks, lab notebooks, drawings, sketches, designs, illustrations, diagrams, schematics, engineering drawings, blueprints, CAD, project schedules, design reviews, project reviews, status reports, bug reports, change logs, test results, data books, data sheets, user manuals, installation guides, patch release notes, white papers, application notes, bills of material, product literature, advertising documents, competitive analyses, market share studies, presentations, price lists, product lists, customer lists, catalogs, sales reports, annual reports, government filings, press releases, patents, patent applications (including abandoned applications), file histories, prior art, prior art searches or reports, foreign patent applications, trademark applications, trademark searches, source code, server code, object code, machine code, source files, library files, data files, text files, program files, directory files, and computer applications, systems or software, including my file systems back up, and all other writings or drafts thereof as defined in Federal Rule of Civil Procedure 34(a) and Federal Rule of Evidence § 1001 and all non-identical copies of the items described above.

7. As used herein, the term “Accused Products” means, but is not limited to, the following:

The websites (including the servers hosting those websites) and functionality identified in the charts titled “906 - Frito-Lay - Chart1” and “985 - Frito-Lay - Chart1” attached to Eolas’ P.R. 3-2 submission. This includes, but is not limited to the following:

- Frito-Lay.com

8. Embedded Interactive Media means embedded audio, visual, and/or video content that allows a user to pause, play, fast-forward, rewind, advance, and/or vary the volume of the content.

9. Embedded Interactive Ads means embedded advertising content that allows a user to scroll through different ads or otherwise interact with the ad.

10. Flash and Shockwave means Adobe Flash and Adobe Shockwave (formerly Macromedia Flash and Macromedia Shockwave) used to add animation, video, and/or interactivity to web pages.

11. QuickTime means the multimedia framework developed by Apple Inc., capable of handling various formats of digital video, picture, sound, panoramic images, and interactivity.

12. Java means applets written in any Java platform (including JavaFX) used to add animation, video, and/or interactivity to web pages.

13. HTML5 means HTML used to add animation, video, audio, and/or interactivity to web pages through the use of the <video> tag, <audio> tag or some other method for including interactive multimedia and graphical content on the web without having to resort to proprietary plugins and APIs.

14. AJAX means a group of interrelated web development methods used on the client-side to create interactive web applications. With Ajax, web applications can retrieve data from the server asynchronously in the background without interfering with the display and behavior of the existing page (i.e., there is no need to “refresh” the page to update the information displayed). Data is usually (but not necessarily) retrieved using the XMLHttpRequest object. Despite the name, the use of XML is not needed, and the requests need not be asynchronous.

15. Interactive Product Viewer means any product viewer that provides zoom and/or pan functionality for viewing the image.

16. As used herein, the term “Accused Feature” means and includes, but is not limited to, the use and/or support of (a) Embedded Interactive Media (including, but not limited to, Flash, Shockwave, QuickTime, Java, and HTML5), (b) Embedded Interactive Ads, (c) AJAX or AJAX-like functionality, and (d) Interactive Product Viewers.

III. INTERROGATORIES

INTERROGATORY NO. 1 TO DEFENDANT FRITO-LAY:

For each asserted claim of Eolas’ patents-in-suit, on a claim-by-claim, Accused Product-by-Accused Product, and Accused Feature-by-Accused Feature basis, state your contention, if any, as to why each Accused Product does not infringe each asserted claim of Eolas’ patents-in-suit. Your response should further include the identity of the person most knowledgeable about your response to this interrogatory and any documents related to your response to this interrogatory.

INTERROGATORY NO. 2 TO DEFENDANT FRITO-LAY:

For each asserted claim of Eolas’ patents-in-suit, on a claim-by-claim, Accused Product-by-Accused Product, and Accused Feature-by-Accused Feature basis, describe (i) Your efforts taken prior to the filing of this suit to ensure the Accused Product did not infringe the claim, (ii) Your efforts taken after the filing of this suit to ensure that the Accused Product did not infringe the claim, (iii) the identity of the person most knowledgeable about your response to this interrogatory, and (iv) any documents related to your response to this interrogatory.

Dated: April 5, 2011.

McKool Smith, P.C.

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CERTIFICATE OF SERVICE

The undersigned certifies that the foregoing document was served via electronic mail on all counsel of record on this the 5th day of April, 2011.

/s/ Matt Rappaport
Matt Rappaport