

Exhibit G

McKool Smith

A PROFESSIONAL CORPORATION • ATTORNEYS

300 West 6th Street

Suite 1700

Austin, Texas 78701

Matt Rappaport
Direct Dial: (512) 692-8754
mrappaport@mckoolsmith.com

Telephone: (512) 692-8700
Telecopier: (512) 692-8744

December 21, 2010

VIA EMAIL

Edwin R. DeYoung
Locke Lord Bissell & Liddell LLP
2200 Ross Ave.
Suite 2200
Dallas, TX 75201

RE: *Eolas Technologies Incorporated v. Adobe Systems, Inc., et. al*; Civil Action No. 6:09-CV-00446-LED; United District Court of Texas; Eastern District.
Citi Discovery Issues

Dear Edwin:

Thank you for speaking with us today. As we discussed on today's call, we believe that Citi has fallen well short of complying with its discovery obligations. However, we are encouraged by Citi's representations that it aims to quickly rectify this situation.

To date, Citi has produced a mere 14 documents in this litigation. This production is woefully deficient. We understand from our discussion today that Citi will be supplementing its document production by early January.

To assist Citi in supplementing its document production, Eolas will separately provide search terms which it suggests that Citi use for its electronic document collection efforts. We invite Citi to work with us to arrive at a set of search terms together.

With regard to the custodians whose documents are to be searched and produced—to the extent that such custodians are individuals—Eolas understands that Citi will provide a list of such custodians by name and title. Eolas expects that the individual custodians will be limited to managers, department heads, etc., but will include the employees that report to such managers as well. Also, as discussed, Eolas understands that Citi will provide a list of the central repositories (e.g., email servers, document servers) that are searched. We understand that the nature of Citi's document repositories may be such that repository-wide keyword searching will not always be possible. If this is the case, per Citi's suggestion, individuals will be required to separately search and produce responsive documents they have access to.

Eolas has reviewed the source code Citi made available for inspection on November 18. As discussed previously and reiterated on our call, Eolas expects Citi to either provide all versions of its code made available since October 2003 (the damages period) or alternatively

provide one or more versions of such code which it stipulates are representative of the code as it existed throughout the damages period. On today's call you indicated a stipulation of this type may be forthcoming. Please let us know if you choose to pursue this alternative.

Furthermore, by our count, Citi's code production consisted of a single folder that was 153 KB in size containing 24 files. Of these 24 files, only 6 were human-readable source code (the remaining files were either not source code or were machine-readable object code). This production is not satisfactory. Rather, this is far and away the most deficient source code production Eolas has encountered in this litigation.

For example, for the accused product citi.com, only a few text files were present. It appears that Citi took partial code and separately placed this code in these newly created text files. As another example, for the accused product online.citibank.com a single file "HomeAfford.jar" was present — but this single file was not accompanied by any of its supporting java code as would be expected. A handful of files produced in isolation and/or in altered forms are nowhere near sufficient. The code sought is not comprised of a handful of individual files. Rather, the full, unaltered, modules providing the functionality detailed in Eolas' infringement charts should be provided.

Thus, Citi should supplement its code production with all code from the modules (both client- and server-side) relevant to the accused websites and banking systems software. This request is necessarily imprecise. Given the nature of the accused products, source code production in this case requires Citi proactively seek to identify the relevant code to be produced. As Eolas' source code reviewers expressed while requesting supplementation at the review site, it is impossible for Eolas to request the actual names of the modules (let alone file names) that Citi should produce from the banking systems software or the server-side modules. None of this information is publicly available. Eolas can, at best, describe the code it expects Citi to produce. The banking systems software code sought includes code of the backend and frontend modules supporting banking systems such as those of CitiDirect Online Banking, Citibank Online Investments, Citi International Financial Services Net Exchange, and CitiFX Pro Web products and services, etc. The server-side website code sought includes the modules for all accused websites—as it is present on Citi's web servers—that is processed and hosted for use on the internet.

We understand that in the future Citi's source code will be available for inspection at Locke Lorde Bissell & Liddell's Austin, TX offices. Eolas hereby requests that Citi produce the additional source code discussed above. This includes all versions of the code for the accused products over the damages period, including all relevant client- and server-side modules.

Separately, the parties have discussed the possibility of Eolas opening a small bank account with Citi to be used for the purposes of this litigation, allowing Eolas to access Citi's online banking systems and websites. You indicated that you would check with your client regarding this course of action. Eolas awaits instructions from Citi on how to proceed in this regard.

Finally, Citi has failed to provide substantive responses to several of Eolas' long outstanding interrogatories. As detailed in previous correspondence, several of these interrogatories attempt to invoke Rule 33(d) but fail to identify any responsive documents. Despite repeated requests, Citi has not yet provided supplementation to any of its deficient

December 21, 2010

Page 3

interrogatories. We understand from your December 17 correspondence that supplementation addressing this will be received by December 22.

Thank you for your attention to these matters. It is our hope that Citi will continue to work with Eolas to quickly bring Citi into compliance with its discovery obligations. If you have any questions please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink that reads "Matt Rappaport". The signature is written in a cursive style with a large, stylized "M" and "R".

Matt Rappaport

cc: Roger Brian Cowie Citibank.Eolas@lockelord.com
Galyn Dwight Gafford
M. Scott Fuller
Roy William Hardin
Jason E. Mueller
Eric L. Sophir esophir@kslaw.com
Alexas D. Skucas askucas@kslaw.com