

# EXHIBIT 7



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**VIA EMAIL (mreiter@gibsondunn.com)**

Mark Reiter, Esq.  
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2001 Ross Avenue  
Dallas, Texas 75201-2911

Re: *AGIS Software Development LLC v. Uber Technologies, d/b/a Uber*  
Case No. 2:21-cv-00026-JRG (E.D. Tex.)

Dear Mark:

I write on behalf of AGIS Software Development LLC (“AGIS”) in response to your letter dated April 2, 2021 relative to the above-referenced matter. Your April 2 letter makes frivolous arguments based on either incongruous assumptions or no evidentiary support, and AGIS will seek the appropriate relief for responding to these contentions.

AGIS disagrees with Uber’s contention that the claims of the ’724, ’100, and ’838 patents must be dismissed. While Uber states that an investigation “has revealed facts,” Uber identifies no facts to support its allegation that Microsoft is a co-owner of the Asserted Patents. Uber’s assertions are not based on any facts relevant to AGIS or Mr. Rice. Rather, Uber relies on excerpts of what it alleges is a 2005 Microsoft Employment Agreement, a copy of such agreement not being provided. Uber does not show that any of the cited provisions were excerpted from Mr. Rice’s agreement with Microsoft. The April 2 letter excerpts a number of provisions, but Uber intentionally withheld identification of the parties, if any, to the purported 2005 Microsoft Employment Agreement. Instead, the portions of the purported 2005 Microsoft Employment Agreement in Uber’s letter appear to be excerpted from a different unrelated case concerning unrelated parties or a generic template of an agreement. Uber does not, and cannot, establish that this 2005 Microsoft Employment Agreement is the employment agreement executed between Mr. Rice and Microsoft. Uber does not cite to any authority regarding the applicability of an unrelated agreement that was not signed by the inventor as proof of prior assignment or lack of inventorship. It is clear from the language of the letter that Uber has no information about any of Mr. Rice’s employment agreements. Uber’s frivolous contentions are thus factually unsupportable and legally unwarranted.

In your April 2 letter, the only facts relevant to Mr. Rice’s inventorship are the duly executed inventor declarations and assignment agreements by Mr. Rice. The rest of your letter relies on pure conjecture based tenuously on irrelevant information concerning unrelated parties. Uber cannot rely on the provisions of a completely unrelated agreement or generic template to support

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a contention to dismiss AGIS's claims. In the course of fact discovery, Uber may subpoena Mr. Rice and take discovery related to its defenses. Indeed, any such investigation into the terms of Mr. Rice's agreement with Microsoft would require a fact-intensive inquiry that Uber has not executed here.

Accordingly, AGIS disagrees with Uber's frivolous arguments, and AGIS reserves the right to seek from the Court the appropriate relief for any efforts and expenses related to responding to the frivolous contentions stated its April 2nd Letter.

Sincerely,

FABRICANT LLP

*/s/ Vincent J. Rubino, III*

Vincent J. Rubino, III