

EXHIBIT 6

1 be used without the multi-level encryption capability?

2 A. Yes, I was.

3 Q. And do you understand the concept of non-infringing
4 alternatives?

5 A. I do.

6 Q. And how does the availability of non-infringing
7 alternatives impact your damages analysis?

8 A. Well, non-infringing alternatives place a limit on how
9 much a licensee would be willing to pay for a technology. As
10 Mr. Wagner and I both agree, the impact or cost of those
11 non-infringing alternatives limits the amount of royalties that
12 would be agreed upon, which is another way of saying that
13 \$4 million or more for the technology is well above the
14 non-infringing alternatives that would be available, and thus,
15 that's another reason as to why that would not be considered
16 reasonable.

17 Q. And do you understand what the cost of a non-infringing
18 alternative would be for Adobe?

19 A. My -- yes. I have heard testimony in that regard that it
20 would cost between 120,000 and 200,000 dollars to, to remove
21 the functionality.

22 Q. And would you speak to the economic rationale of choosing
23 a non-infringing alternative as opposed to a price higher than
24 that?

25 A. Well, certainly that places limitations on what the