

EXHIBIT I

Via Electronic Mail

April 5, 2017

John A. Clifford
Merchant & Gould
5635 N. Scottsdale Road
Suite 170
Scottsdale, AZ 85250
e-mail: jclifford@merchantgould.com

Re: Cats2D, Cats3D and Partition Software Programs

Dear Mr. Clifford,

Thank you for your letter, dated January 23, 2017, to Professor Jeffery Derby. I am writing to respond.

In your letter, you described Messrs. Andrew Yeckel and Ralph Godwin's claim to certain software named Crystallization and Transport Simulator 2D ("Cats2D") and a concern that Professor Derby was planning to distribute the program publicly without their approval, under an open source license. You admonished him that such a release would violate their copyright in the program. To date, Professor Derby has honored your request and has not openly distributed Cats2D.

On Monday, April 4th, Mr. Yeckel wrote to me, Professor Derby, Professor C. Daniel Frisbie (CEMS Department Head), an official in the university's Office for Information Technology, and all graduate students and post-doctoral associates in Professor Derby's current research group. In his message to me, Mr. Yeckel notified me that he had acquired Mr. Goodwin's interest in Cats2D¹. He then broadened significantly the claim made in your letter. He demanded Professor Derby and colleagues in his lab to "desist from using any of these codes, to destroy all electronic copies in their possession, and to notify anyone to whom they have given any of these codes to do the same." He also asserted rights in two additional codes, Crystallization and Transport Simulator 3D ("Cats3D") and Partition. We do not believe the university has infringed any of Mr. Yeckel's rights in any of the three programs.

The evidence suggests the university holds a valid copyright interest in Cats2D, Cats3D and Partition.

The version of Cats2D now being run in Professor Derby's lab, we understand, was derived from software that Dr. Yeckel first developed prior to his university employment. The current version of Cats2D was developed by Dr. Yeckel and others in the lab, while they were acting in their university employment. To be more specific: the university employed Dr. Yeckel for over 20 years, first as a post-doc (1994-1995) then as a research associate (1995-1999) and finally, when he left the university, as a senior research associate (1999-2014). During his employment, Dr. Yeckel authored several, significant

¹ We question the effectiveness of Mr. Goodwin's assignment. To the extent Mr. Goodwin developed modifications to Cats2D while a university employee, he does not have a personal, legal right, title or interest in the copyright in the program.

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modifications to Cats2D. Those modifications were merged into the original version of Cats2D, resulting in a new, inseparable program. That program is a joint work, authored by Dr. Yeckel as an individual and the university, acting through Dr. Yeckel as its employee. The university and Dr. Yeckel, consequently, jointly hold the copyright in Cats2D. As such, the university is free to use or permit others to use Cats2D as it wishes. It does not need Dr. Yeckel's permission.

Cats3D is derived from software first developed at the university prior to Dr. Yeckel's joining Professor Derby's lab in 1994. Whatever modifications Dr. Yeckel made to that program were made in the scope of his employment. Partition also was developed during Dr. Yeckel's appointment at the university. He developed it in the scope of his university employment. The evidence suggests that the university, not Dr. Yeckel, holds the copyrights in Cats3D and Partition.

We strongly believe that the university does not need Dr. Yeckel's permission to continue using Cats2D, Cats3D or Partition. His work on the three programs was, in each instance, a work made for hire, granting the university complete ownership of the developments he made.

The university, for itself and its employees and agents, reserves all its and their rights, defenses and claims. None of the statements made in this letter are intended to be, and should not be considered, an admission of fact, liability or violation of law. The university specifically reserves all of its common law and statutory defenses, including, but not limited to, fair use and the remittance of statutory damages under section 504(c)(2) of the federal Copyright Act.

In the future, all communications on this matter should be sent to me.

Please contact me if there are questions.

Sincerely,

A handwritten signature in blue ink that reads "Gregory C. Brown". The signature is fluid and cursive, with a long horizontal stroke at the end.

Gregory C. Brown
Sr. Associate General Counsel

GCB/