

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE PATENT TRIAL AND APPEAL BOARD**

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PATENT TRIAL AND APPEAL BOARD

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FISERV, INC., JACK HENRY & ASSOCIATES, INC., Q2 SOFTWARE, INC.,  
AMERICAN NATIONAL BANK OF TEXAS and HANMI BANK  
Petitioner

v .

MIRROR IMAGING LLC  
Patent Owner.

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COVERED BUSINESS METHOD  
REVIEW OF U.S. PATENT NO. 6,963,866  
CBM2018-00014

“Method Of Obtaining An Electronically Stored Financial Document”

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**DECLARATION OF DONALD KENNETH HOBDAY, JR.**

1. I, Donald Kenneth Hobday, Jr., submit this declaration in support of Fiserv, Inc.'s ("Fiserv"), Petition for Covered Business Method review.

2. I am over age 21 and otherwise competent to make this declaration.

3. I have personal knowledge of the facts set forth in this declaration.

My personal knowledge is based on my review of the documents referred to in this declaration and from my experience as Vice President and Assistant General Counsel (Intellectual Property) in Fiserv's Corporate Legal Department

4. Other than my regular compensation, I am not being compensated for this declaration. I have no personal stake in the outcome of this Covered Business Method proceeding or any related litigation or administrative proceedings.

5. I have served as in-house Intellectual Property counsel for Fiserv since December 2010. My current title is Vice President and Assistant General Counsel (Intellectual Property). Between December 2007 and December 2010, before promotion to my current position, I served as Vice President Intellectual Property for Fiserv and then Vice President and Intellectual Property Counsel.

6. Austin Bank, Texas National Association ("Austin Bank") is presently a Fiserv customer.

7. Fiserv presently provides various banking products and services to Austin Bank, including the Premier<sup>®</sup> bank platform and the Retail Online<sup>™</sup> banking and Business Online<sup>™</sup> banking products and services (collectively, the

“Fiserv Products”), for use in Austin Bank’s accused online banking system. *See* Ex. 1020, Agreement.

8. Fiserv and Austin Bank entered into a Software License Agreement, executed on December 6, 2010 (“Agreement”). Fiserv provided, and provides, the Fiserv Products to Austin Bank under the Agreement.

9. I understand that Austin Bank has been sued by Mirror Imaging, LLC, (“Mirror Imaging”) alleging patent infringement of certain claims of U.S. Patent Nos. 6,963,866; 7,552,118; 7,836,067; and 9,141,612 (“Asserted Patents” and “the Litigation”). Ex. 1012, Austin Bank Complaint, ¶¶ 8, 23, 32, 41, 50.

10. I understand that Austin Bank’s online banking system has been accused of infringing certain claims of the Asserted Patents. Ex. 1012, ¶¶ 23, 33, 43, 53. I also understand that Austin Bank uses the Fiserv Products in the Austin Bank online banking system. *See* Ex. 1020, Agreement.

11. The Agreement includes an indemnification provision, under which Fiserv is obligated to hold harmless and defend Austin Bank against certain damages and losses arising from claims that Austin Bank’s use of the Fiserv Products allegedly infringes a third-party’s patent. Ex. 1020, Agreement.

12. After Mirror Imaging instituted the Litigation, Austin Bank requested indemnification from, and tendered the defense of Mirror Imaging’s claims to, Fiserv pursuant to the Agreement.

13. The Agreement was in effect both at the time Mirror Imaging instituted the Litigation and when Austin Bank requested indemnification from, and tendered the defense of Mirror Imaging's claims, to Fiserv.

14. In response to Austin Bank's communication, Fiserv has agreed to a defense and indemnification of Austin Bank concerning Mirror Imaging's allegations that Austin Bank's online banking system infringes certain claims of the Asserted Patents.

15. In signing this declaration, I understand that the declaration will be filed as evidence in a contested case before the Patent Trial and Appeal Board of the United States Patent and Trademark Office.

16. I declare that all statements made herein of my knowledge are true, and that all statements made on information and belief are believed to be true, and that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code.

Dated: January 9, 2018

By: Donald Kenneth Hobday, Jr.

Name: Donald Kenneth Hobday, Jr.

Title: Vice President and Assistant  
General Counsel (Intellectual  
Property)  
Corporate Legal Department