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 MICROSOFT CORPORATION
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8 UNITED STATES DISTRICT COURT
 9 NORTHERN DISTRICT OF CALIFORNIA
 10 SAN JOSE DIVISION
 11

12 APPLE, INC., a California corporation,

13 Plaintiff,

14 v.

15 SAMSUNG ELECTRONICS CO., LTD., a
 Korean corporation; SAMSUNG
 16 ELECTRONICS AMERICA, INC., a New
 York corporation; SAMSUNG
 17 TELECOMMUNICATIONS AMERICA,
 LLC, a Delaware limited company,

18 Defendants.
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Case No. 11-CV-01846-LHK

NON-PARTY MICROSOFT
 CORPORATION'S MOTION TO SEAL
 CONFIDENTIAL LICENSE AND TERMS

20 Pursuant to Civil Local Rules 7-11 and 79-5 and this Court's Order Regarding Third Party
 21 Motions to Seal, ECF 1288 dated July 23, 2012, Microsoft Corporation ("Microsoft") moves the
 22 Court to seal and otherwise protect from public disclosure the terms of the confidential license
 23 agreement ("Confidential Agreement") between Microsoft and Samsung Electronics Co. Ltd.
 24 ("Samsung"). More specifically, Microsoft requests that the Confidential Agreement and its
 25 terms be treated as "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" under Section
 26 9 of the Protective Order (ECF 687).
 27
 28

1 Confidential license agreements, such as the one that is the subject of this request, are
2 considered trade secrets in the Ninth Circuit and qualify for protection from public disclosure
3 under the "compelling reasons" test. Microsoft therefore requests that the Court seal and prevent
4 from public disclosure the terms of the Confidential Agreement, including in Court documents,
5 trial exhibits, and testimony. This request includes sealing of the license terms summary from the
6 Microsoft/Samsung Confidential Agreement found in Trial Exhibit 630, Expert Report of David
7 Teece, submitted by Samsung in this case.

9 Samsung, the other party to the confidential license agreement at issue, does not oppose
10 this motion to seal.

11 This motion is based upon the Memorandum of Points and Authorities filed in support
12 hereof and the Declaration of Tanya Moore. A proposed order is filed herewith.

14 DATED: July 26, 2012

/s/ Nathaniel E. Durrance

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Certificate of Service

I certify that on July 26, 2012, I caused the foregoing to be filed with the Clerk of the Court using the Court's ECF system, which will send notification of the filing to the attorney(s) of record.

Dated: July 26, 2012.

/s/ Nathaniel E. Durrance
Nathaniel E. Durrance