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8 Attorneys for Nonparties  
 Research In Motion Corporation and  
 9 Research In Motion Ltd.

10 UNITED STATES DISTRICT COURT  
 11 NORTHERN DISTRICT OF CALIFORNIA  
 12 SAN JOSE DIVISION

13	APPLE INC., a California corporation,	)	Case No. 11-CV-01846-LHK
		)	
14	Plaintiff,	)	<b>DECLARATION OF MICHAEL J.</b>
		)	<b>CROWLEY IN SUPPORT OF</b>
15	vs.	)	<b>NONPARTIES RESEARCH IN MOTION</b>
		)	<b>CORPORATION AND RESEARCH IN</b>
16	SAMSUNG ELECTRONICS CO., LTD., a	)	<b>MOTION LTD.'S ADMINISTRATIVE</b>
	Korean corporation; SAMSUNG	)	<b>MOTION TO SEAL THIRD PARTY</b>
17	ELECTRONICS AMERICA, INC., a New	)	<b>CONFIDENTIAL INFORMATION</b>
	York corporation; SAMSUNG	)	
18	TELECOMMUNICATIONS AMERICA,	)	
	LLC, a Delaware limited liability company,	)	
19		)	
	Defendants.	)	
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1 630 purports to summarize the key terms of the Patent Agreement, including the effective date, the  
2 date of execution, the term of the license, the licensed products and technology, the geographic  
3 scope, the payment terms, and whether or not a cross-license was involved. RIM considers at least  
4 the following terms to be highly sensitive and confidential business information and trade secret  
5 information: the payment terms, the licensed products and technology, and the term of the license.

6 8. RIM maintains the confidentiality of these license terms and discloses them only  
7 pursuant to a binding non-disclosure agreement or equivalent confidentiality obligation. RIM  
8 further maintains the confidentiality of the Patent Agreement within RIM and discloses it only to  
9 those who have a business reason to know its contents.

10 9. Prior to producing the Patent Agreement in discovery in this action, Samsung  
11 notified RIM of its intent to produce the Patent Agreement and requested RIM's consent. A true  
12 and correct copy of Samsung's notification letter dated January 25, 2012 is attached hereto as  
13 Exhibit A. Samsung indicated that it would produce the Patent Agreement only after designating  
14 it "Highly Confidential – Outside Counsel's Eyes Only" pursuant to the Court's protective order  
15 governing confidentiality. Samsung represented to RIM that the use and disclosure of the Patent  
16 Agreement would be "strictly limited" by the terms of the protective order. RIM consented in light  
17 of Samsung's representation and after confirming that the Patent Agreement would in fact be  
18 designated and maintained as "Highly Confidential – Outside Counsel's Eyes Only" under the  
19 protective order. A true and correct copy of RIM's correspondence with Samsung dated February  
20 1, 2012 is attached hereto as Exhibit B.

21 10. At any given time, RIM is engaged in the negotiation or renegotiation of numerous  
22 licenses related to its intellectual property, including parties who compete (or may potentially  
23 compete) with RIM.

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1           11. I have reviewed the portion of Trial Exhibit 630 that relates to RIM. Based on my  
2 experience at RIM and my deep familiarity with RIM's licensing negotiations, the information  
3 contained in Trial Exhibit 630 would be valuable to a competitor or a counterparty in licensing  
4 negotiations with RIM. The terms capture important economic and business points of the Patent  
5 Agreement. The terms reveal when, under what circumstances, and in exchange for what  
6 consideration RIM was willing to enter into the Patent Agreement. RIM derives substantial  
7 economic value from the fact that these terms are kept secret.

8           12. Disclosure of such terms would substantially and irreparably harm RIM because  
9 RIM's ability to negotiate licenses on competitive terms would be severely hampered. RIM would  
10 be placed at a significant disadvantage because its counterparties would know what RIM was  
11 willing to agree to in the Patent Agreement, but RIM would not have the same information  
12 regarding its counterparties. In my opinion, and based on my experience, RIM would suffer  
13 harmful consequences in patent licensing negotiations currently underway, as well as future  
14 licensing negotiations, if the terms in Trial Exhibit 630 were disclosed. I believe that the harm to  
15 RIM resulting from such disclosure would be severe.

16           Executed on July 26, 2012, at Irving, Texas.

17           I declare under penalty of perjury under the laws of the United States of America that the  
18 foregoing is true and correct.

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Michael J. Crowley