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Attorneys for Non-Party,
MOTOROLA MOBILITY LLC

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

SAN JOSE DIVISION

APPLE, INC., a California Corporation, Plaintiff, v. SAMSUNG ELECTRONICS CO., LTD., a Korean corporation; SAMSUNG ELECTRONICS AMERICA, INC., a New York corporation; SAMSUNG TELECOMMUNICATIONS AMERICA, LLC, a Delaware limited liability company, Defendants.	CASE NO.: 11-CV-01846-LHK **DECLARATION OF BRIAN C. BLASIUS**

DECLARATION OF BRIAN C. BLASIUS

I, Brian C. Blasius, declare and state:

1. I am over the age of 18 and make this declaration based on my own personal knowledge. If called and sworn as a witness, I could and would testify as set forth below.

2. I am an employee of Motorola Mobility LLC, formerly known as Motorola Mobility, Inc., and previously the Mobile Devices and Home business segments of Motorola, Inc. ("Motorola"). As Director, Intellectual Property Licensing for Motorola, my primary responsibilities include negotiating Motorola's patent licenses. I have been involved in the negotiation of numerous patent license agreements on behalf of Motorola and am currently involved in active licensing negotiations with Motorola's competitors on Motorola's behalf. So, I am very familiar with Motorola's intellectual property licenses, Motorola's licensing practices, including those concerning confidentiality, as well as the tactics and positions that Motorola has seen in its licensing negotiations.

3. Attached as Exhibit A to this declaration is a redacted copy of a letter dated July 21, 2012 from Melissa Dalziel of Quinn Emanuel and addressed to "Vice President for Patents, Trademarks & Licensing, Motorola, Inc." ("the Letter") that was provided to me in connection with this Declaration. I also have been provided a copy of the Declaration of Thomas V. Miller that also was submitted in connection with this case and have verified that the Letter is the same as that attached as Exhibit A to the declaration of Mr. Miller.

4. In the Letter and its Appendix A, Samsung's counsel provides notice that Samsung has designated a number of documents as potential trial exhibits in the case that contain Motorola highly confidential information.

5. Appendix A to the Letter identifies the following Motorola licensing agreements:

a. a patent license agreement between Motorola and Samsung having an effective date of July 1, 2005 and an expiration date of December 31, 2010 (Bates Nos. S-794-ITC-005216440-5216462), referenced in Samsung proposed Trial Exhibit 77;

b. a patent Cellular Cross License Agreement between Motorola and Samsung having an effective date of September 30, 2000 and an expiration date of December 31, 2004 (Bates Nos. S-794-ITC-005280285-5280348), referenced in Samsung proposed Trial Exhibit 630; and

c. a patent License Extension Agreement between Motorola and Samsung having an effective date of July 30, 2005 (Bates Nos. S-794-ITC-005280871-5280874), referenced in Samsung proposed Trial Exhibit 630.

6. While I understand that Samsung has provided only excerpts from these proposed trial exhibits in the Letter and has not provided copies of these actual documents, I am familiar with each of the three referenced Samsung-Motorola license agreements identified above ("the Agreements") and their terms (including effective and expiration dates, monetary consideration (including the direction of payment), licensed technology, and technical and geographic scope, as summarized in Samsung's proposed trial Exhibits 77, 630, and 631, as described in the Letter.

7. While each of the Agreements has expired, the oldest of which expired approximately eight years ago and the most recent of which expired within the past two years, the disclosure of the confidential terms, such as monetary consideration, scope of patent/product rights granted (technologies, whether a cross license, etc.) of the Agreements to Motorola's competitors (and to the general public) would cause significant harm to Motorola.

8. In general, during licensing negotiations, Motorola and its competitors negotiate concerning the relative values of their respective patent portfolios and over the value of other terms in the agreements or other considerations, such as anticipated sales or the competitor's non-standards-essential patents, as examples, sometimes arriving at a balancing payment or other license terms or consideration to account for value differences between the portfolios of Motorola and competitors.

9. Motorola regards the terms of agreements with other licensing parties, such as Samsung, to be highly sensitive, confidential information. One reason for this is, among other reasons, that those terms reflect Motorola's valuation of other parties' intellectual property or Motorola's valuation of particular license terms. If Motorola did not maintain that confidentiality, negotiating parties would attempt to utilize this information to increase their leverage in future negotiations or stall or sidetrack such negotiations. The portfolios held by previously licensed parties and the terms that those previously-licensed parties received, are negotiated under different market conditions.

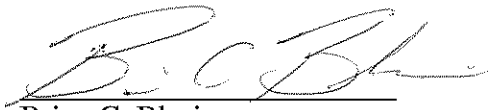
10. The fact that the three Agreements identified above, have expired does not lessen the sensitivity of the key terms of those Agreements for a number of reasons. First, the Agreements cover large patent portfolios on both sides of the transaction – that is groups of patents directed to vast areas of both older and newer technologies. Patents are in effect for many years (approximately twenty years from the filing dates of their applications, depending upon certain other events), in many cases longer than the time period covered by any single one of the Agreements. So, many of Motorola's very same patents are licensed by more than one of the Agreements. Indeed, many of the patents in the expired Agreements are still the subject of active licenses, are the subject of active licensing negotiations today, and would be the subject of resulting future licenses. Many patents covered by one Agreement are also the subject of the next. There simply is no rigid dividing line between the patents covered in sequential agreements over time. So, it makes sense that Motorola would be damaged in its ongoing and future patent licensing of Motorola's competitors were able to learn the highly confidential terms of these past Agreements.

11. Moreover, just because the Agreements are not still in effect does not mean that they are directed to obsolete or stale patents, for other additional reasons. For example, because the Agreements are directed to portfolios of patents that cover fields of technology, new patents enter the portfolios over time, and, as a result, the portfolios have not expired. In other words, while some patents in the licensed portfolios expire, the portfolios are expanding by the addition of other patents. Even many of the older patented technologies, such as GSM, are still in use in cellular telephones today.

12. Similarly, in its description of Samsung's proposed Trial Exhibit 631, Appendix A to the Letter purports to reproduce the contents of Exhibit 4B of the Teece Report. According to the summary, Exhibit 4B (within Trial Exhibit 631) discloses the payment amount and direction of the 2005 Samsung-Motorola agreement, as well as the revenues and gross royalty resulting from the agreement. These constitute confidential terms, payments and revenues subject to or resulting from the 2005 agreement and disclosure of these terms would be damaging for the same reasons as those discussed concerning this agreement, above.

13. I also have been provided with a copy of Samsung's proposed Trial Exhibit 82, a Samsung licensing presentation entitled "Samsung – Motorola Licensing Discussions," dated May 2, 2005 (S-794-ITC-005280718-S-794-ITC-005280737). As explained in Mr. Miller's declaration, pages 13-15, 17, and 19 of this document disclose the proposed terms and conditions of a Samsung-Motorola license, forecasts of Motorola sales, and proposed royalty rates and payments between Motorola and Samsung. For the reasons discussed above, Exhibit 82's disclosure of proposed license terms would be harmful to Motorola in its ongoing license negotiations, if the contents of the redacted pages were to become known to Motorola's competitors.

I declare under the penalty of perjury under the laws of the State of Illinois and the United States that the foregoing is true and correct. Executed this 30th day of July, 2012, in Libertyville, Illinois.



Brian C. Blasius

EXHIBIT A

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(213) 443-3110

WRITER'S INTERNET ADDRESS
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July 21, 2012

VIA FEDERAL EXPRESS

Vice President for Patents, Trademarks &
Licensing
Motorola, Inc.
1303 East Algonquin Road
Schaumburg, Illinois 60196

Re: Notice of Disclosure of Confidential Documents

To Whom It May Concern:

My firm represents Samsung Electronics Co., Ltd., Samsung Electronics America, Inc., and Samsung Telecommunications America, LLC, in several litigations with Apple Inc., involving claims of patent infringement. One action is pending in the United States District Court for the Northern District of California denominated Apple Inc. v. Samsung Electronics Co., Ltd., et.al, Case No. 5:11-cv-01846-LHK. Trial will start on July 29, 2012, and we are in the process of designating trial exhibits.

We are writing to inform you that Samsung has designated as potential trial exhibits documents that contain your company's confidential business information. A list of the documents is attached as Appendix A. Pursuant to a recently issued court order, the Court will not allow Samsung to seal any such documents unless "compelling reasons" are shown, to warrant secrecy. (See the attached July 17, 2012 and July 20, 2012 Orders.) The Court made clear that a showing of "good cause" would not be sufficient for sealing and provided the following guidance

regarding what specific factual findings might constitute "compelling reasons":

> [W]here a party seeks to file under seal documents attached to a dispositive motion, the strong presumption of public access can be overcome only by an "'articulat[ion of] compelling reasons supported by specific factual findings," and the Court must "'conscientiously balance[] the competing interests' of the public and the party who seeks to keep certain judicial records secret." "A 'good cause' showing will not, without more, satisfy a 'compelling reasons' test." The Ninth Circuit has explained that "compelling reasons" that justify sealing court records generally exist "when such 'court files might have become a vehicle for improper purposes,' such as the use of records to gratify private spite, promote public scandal, circulate libelous statements, or release trade secrets."

July 20, 2012 Order Denying Motions to Seal and Remove Incorrectly Filed Documents, at 2 (internal citations omitted).

Samsung has not identified any compelling reasons, under that standard, to warrant a request for sealing of these documents. To the extent that your company believes it can make such a showing, and if you want to try to obtain a court order to seal the information in these documents, we recommend that you consider filing a motion to intervene as a third party and then a motion to seal. Otherwise, the documents and information identified in Appendix A will be available to the public as a result of the upcoming trial. Please let us know if you have any questions.

Sincerely,

Melissa Dalziel

Melissa Dalziel

Enclosures

02198.51855/4869250.1

APPENDIX A

MOTOROLA

Trial Exhibit 77: Summary of the key terms of various Samsung licenses with third parties, including Motorola. Trial Exhibit 77 contains the following information about your company:

Summary of Samsung Licenses								
Samsung License Partner	**Bates Range**	**Effective Date**	**Expiration Date**	**Term of Agreement**	**Monetary Consideration**	**Includes Rights to UMTS-Related Patents?**	**Includes Rights to Other Patents?**	**Cross License?**
Motorola, Inc. ("Motorola")	S-794-ITC-005216440–5216462	July 1, 2005	Dec. 31, 2010	5 years, 6 months	REDACTED	REDACTED	REDACTED	REDACTED

Trial Exhibit 82: Samsung presentation titled "Samsung - Motorola Licensing Discussions," dated May 2, 2005 (S-794-ITC-005280718-S-794-ITC-005280737). A copy of the document is attached.

Trial Exhibit 630: Exhibits 3A and 3B to the Expert Report of David Teece, an expert retained by Apple, dated March 22, 2012. Exhibit 3A is a table summarizing the key terms of various contracts between Samsung and third parties to the litigation. Exhibit 3B contains a table summarizing the key terms of various contracts between Apple and third parties to the litigation.

Trial Exhibit 630 contains the following information about Motorola:

Exhibit 3A
Summary of Samsung License Agreements

Licensee	Licensor	Title	Effective Date	Date Last Signed	Term	Licensed Products/Technology	Geographic Scope	Payments	Source
Samsung Electronics Co Ltd	Motorola, Inc	Cellular Cross License Agreement	9/30/2000	N/A	12/31/2004	REDACTED	Worldwide	REDACTED	S-794-1TC-005280285 to S-794-ITC- 005280348
Samsung Electronics Co Ltd	Motorola, Inc	License Extension Agreement	6/30/2005	6/30/2005	6/30/2005	REDACTED	N/A	REDACTED	S-794-ITC- 005280871 to S-794- ITC-005280874

Licensee	Licensor	Title	Effective Date	Date Last Signed	Term	Licensed Products/Technology	Geographic Scope	Payments	Source
								REDACTED	
Samsung Electronics Co Ltd	Motorola, Inc	Wireless Communication Cross License Agreement	7/1/2005	9/25/2005	12/31/2010	REDACTED	Worldwide	REDACTED	S-794-ITC-005216440 to S-794-ITC-005216462

Trial Exhibit 631: Exhibits 4A-4B to the Teece Report. Exhibit 4A contains a table titled "Initial Royalty Rates REDACTED REDACTED" Exhibit 4B contains a table titled REDACTED Trial Exhibit 631 contains the following information about your company:

Exhibit 4A

Initial Royalty Rates - REDACTED

REDACTED

Exhibit 4B

Estimated REDACTED

REDACTED

	[A]	[B]		[C]		[D]			[E]		
License	Net Royalty	Total Revenues Partner	Total Revenues Samsung	Gross Royalty Partner	Gross Royalty Samsung	Partner Rate (Input) Upper	Partner Rate (Input) Lower	Partner Rate (Input) Flat	Samsung Rate (Implied) WCDMA	Samsung Rate (Implied) Other	Samsung Rate (Implied) Flat
REDACTED											

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

SAN JOSE DIVISION

APPLE, INC., a California corporation, Plaintiff, v. SAMSUNG ELECTRONICS CO., LTD., a Korean corporation; SAMSUNG ELECTRONICS AMERICA, INC., a New York corporation; SAMSUNG TELECOMMUNICATIONS AMERICA, LLC, a Delaware limited liability company, Defendants.	Case No.: 11-CV-01846-LHK ORDER DENYING SEALING MOTIONS

Before the Court are administrative motions to seal related to the motions for summary judgment that were resolved by Court Orders at ECF Nos. 1156 & 1158, as well as administrative motions to seal various documents that have been filed in anticipation of the trial currently set for July 30, 2012. Specifically, the parties seek to seal documents and portions of documents related to the motions for summary judgment, Daubert motions, pending claim construction statements, motions in limine, and other documents that pertain to and presumably will be used in the upcoming trial. *See, e.g.* ECF Nos. 1236, 1233, 1208, 1206, 1201, 1186, 1185, 1184, 1183, 1179, 1140, 1139, 1125, 1122, 1090, 1089, 1069, 1063, 1061, 1060, 1059, 1052, 1023, 1024, 1022, 1020, 1013, 1007, 1004, 997, 991, 930, 927, 925, and 847 (hereafter "Sealing Motions").

Historically, courts have recognized a "general right to inspect and copy public records and documents, including judicial records and documents." *Nixon v. Warner Commc'ns, Inc.*, 435 U.S. 589, 597 & n. 7 (1978). Unless a particular court record is one "traditionally kept secret," a "strong presumption in favor of access" is the starting point. *Foltz v. State Farm Mutual Auto. Insurance Company*, 331 F.3d 1122, 1135 (9th Cir. 2003). A party seeking to seal a judicial record then bears the burden of overcoming this strong presumption by meeting the "compelling reasons" standard. *Id*. at 1135. That is, the party must "articulate[ ] compelling reasons supported by specific factual findings," *id*. (citing *San Jose Mercury News, Inc. v. U.S. Dist. Ct.*, 187 F.3d 1096, 1102-03 (9th Cir.1999)), that outweigh the general history of access and the public policies favoring disclosure, such as the " 'public interest in understanding the judicial process.' " *Hagestad*, 49 F.3d at 1434 (quoting *EEOC v. Erection Co*., 900 F.2d 168, 170 (9th Cir. 1990)).

The Ninth Circuit has explained that the "strong presumption of access to judicial records applies fully to dispositive pleadings, including motions for summary judgment and related attachments" because "the resolution of a dispute on the merits, whether by trial or summary judgment, is at the heart of the interest in ensuring the "public's understanding of the judicial process and of significant public events." *Kamakana v. City and County of Honolulu*, 447 F.3d 1172, 1177 (9th Cir. 2006). The Ninth Circuit has also carved out an exception to the strong presumption of openness for pre-trial, non-dispositive motions. The Ninth Circuit applies a "good cause" showing to keep sealed records attached to non-dispositive motions. *Id.* at 1180. Thus the Court applies a two tiered approach: "judicial records attached to dispositive motions [are treated] differently from records attached to non-dispositive motions. Those who seek to maintain the secrecy of documents attached to dispositive motions must meet the high threshold of showing that 'compelling reasons' support secrecy" while a showing of good cause will suffice at earlier stages of litigation. *Id*.

As Judge Alsup explained in *Oracle America v. Google, Inc*., 10-CV-03561-WHA, at ECF No. 540, "The United States district court is a public institution, and the workings of litigation must be open to public view. Pretrial submissions are a part of trial." Accordingly, Judge Alsup advised

counsel that "unless they identify a limited amount of exceptionally sensitive information that truly deserves protection, the motions will be denied outright." *Id.*

Similarly, this Court explained at the June 29, 2012 case management conference that "the whole trial is going to be open." Hr'g Tr. at 78. In light of the Ninth Circuit's admonition in *Kamakana* regarding the presumption of openness and the high burden placed on sealing documents at this late, merits stage of the litigation, it appears that the parties have overdesignated confidential documents and are seeking to seal information that is not truly sealable under the "compelling reasons" standard. As one example, the parties have sought to redact descriptions of trial exhibits that will presumably be used in open court. *See, e.g.* Exhibit A to Samsung's Objections to Apple's Exhibit List. Accordingly, the Sealing Motions are DENIED without prejudice.

The parties may file renewed motions to seal within one week of the date of this Order. However, the parties are ORDERED to carefully scrutinize the documents it seeks to seal. At this stage of the proceedings, the presumption of openness will apply to all documents and only documents of exceptionally sensitive information that truly deserve protection will be allowed to be redacted or kept from the public. Nearly all of the documents which met the lower, "good cause" standard do not meet the higher, "compelling reasons" standard for trial.

IT IS SO ORDERED.

Dated: July 17, 2012

Lucy H. Koh

LUCY H. KOH
United States District Judge

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

SAN JOSE DIVISION

APPLE, INC., a California corporation, Plaintiff, v. SAMSUNG ELECTRONICS CO., LTD., a Korean corporation; SAMSUNG ELECTRONICS AMERICA, INC., a New York corporation; SAMSUNG TELECOMMUNICATIONS AMERICA, LLC, a Delaware limited liability company, Defendants.	Case No.: 11-CV-01846-LHK ORDER DENYING MOTIONS TO SEAL AND REMOVE INCORRECTLY FILED DOCUMENTS

Before the Court are several administrative motions to seal documents and to remove incorrectly filed documents. *See* ECF Nos. 1160, 1150, 1147, 1132, 1080, 1123, 1039, 1033, 1035, 1039, and 953[1] ("Motions to Seal").

Courts have historically recognized a "general right to inspect and copy public records and documents, including judicial records and documents." *Nixon v. Warner Commc'ns, Inc*., 435 U.S. 589, 597 & n. 7 (1978). "Unless a particular court record is one 'traditionally kept secret,'" courts generally apply "a 'strong presumption in favor of access.'" *Kamakana v. City & Cnty. of Honolulu*, 447 F.3d 1172, 1178 (9th Cir. 2006) (quoting *Foltz v. State Farm Mut. Auto. Ins. Co.*,

[1] In light of the Court's Order Denying without prejudice the administrative motions to seal at ECF No. 1256, Samsung's request for an extension of time to file Civil Local Rule 79-5(d) declarations to seal documents is DENIED as moot. *See* ECF No. 1150.

331 F.3d 1122, 1135 (9th Cir. 2003)). Where a party seeks to file under seal documents attached only to a non-dispositive motion, however, a showing of "good cause" often outweighs the public's interest in access, because "the public has less of a need for access to court records attached only to non-dispositive motions because those documents are often unrelated, or only tangentially related, to the underlying cause of action." *Id*. at 1179 (internal quotation marks and citations omitted).

By contrast, where a party seeks to file under seal documents attached to a dispositive motion, the strong presumption of public access can be overcome only by an "'articulat[ion of] compelling reasons supported by specific factual findings," and the Court must "'conscientiously balance[] the competing interests' of the public and the party who seeks to keep certain judicial records secret." *Id*. at 1178-79 (quoting *Foltz*, 331 F.3d at 1135). "A 'good cause' showing will not, without more, satisfy a 'compelling reasons' test." *Id*. at 1180. The Ninth Circuit has explained that "compelling reasons" that justify sealing court records generally exist "when such 'court files might have become a vehicle for improper purposes,' such as the use of records to gratify private spite, promote public scandal, circulate libelous statements, or release trade secrets." *Id*. at 1179 (quoting *Nixon*, 435 U.S. at 598). "The mere fact that the production of records may lead to a litigant's embarrassment, incrimination, or exposure to further litigation will not, without more, compel the court to seal its records." *Id*. (citing *Foltz*, 331 F.3d at 1136). "Unlike private materials unearthed during discovery, judicial records are public documents almost by definition, and the public is entitled to access by default. This fact sharply tips the balance in favor of production when a document, formerly sealed for good cause under Rule 26(c), becomes part of a judicial record." *Id*. at 1180 (internal citation omitted).

The pending Motions to Seal relate to the preliminary injunction, Samsung's motion to stay the preliminary injunction, or the potential evidence at trial. Although the preliminary injunction and Samsung's motion to stay are non-dispositive, they cannot fairly be characterized as "unrelated, or only tangentially related, to the underlying cause of action." *Kamakana*, 447 F.3d. at 1179. To the contrary, these motions implicate the very core of Apple's claims and Apple's desired relief in bringing suit against Samsung. As evidenced by the plethora of media and general

public scrutiny of the preliminary injunction proceedings, the public has a significant interest in these court filings, and therefore the strong presumption of public access applies.

Regarding the motion to seal potential evidence at trial, the Court has made clear to the parties that all evidence introduced at trial will be open to the public, with the narrow exception of "exceptionally sensitive information that truly deserves protection." Order at 2, ECF No. 1256 (citing *Oracle Am. v. Google, Inc.*, No. 10-CV-03561-WHA, at ECF No. 540). With a July 30, 2012 trial date, this case has reached a stage of the proceedings where "the presumption of openness will apply to all documents[,] and only documents of exceptionally sensitive information that truly deserve protection will be allowed to be redacted or kept from the public." ECF No. 1256 at 3.

Therefore, the Court now determines that the strong public interest in the proceedings in this case merits imposition of the heightened "compelling reasons" standard on the pending Motions to Seal that governs the sealing of documents attached to dispositive motions or evidence submitted in trial. *See Kamakana*, 447 F.3d at 1178-79.

The Court has reviewed the Motions to Seal. While some of the information may have been sealable under the more pliant "good cause" standard, much of it failed to meet even that lower burden. For example, some of the information sought to be sealed includes names of document custodians, descriptions of features of devices, and photographs of items that are in the public record. Moreover, none of the information sought to be sealed satisfies the more stringent "compelling reasons" standard. In light of these findings, the Court DENIES the pending administrative motions to seal and to remove incorrectly filed documents.

IT IS SO ORDERED.

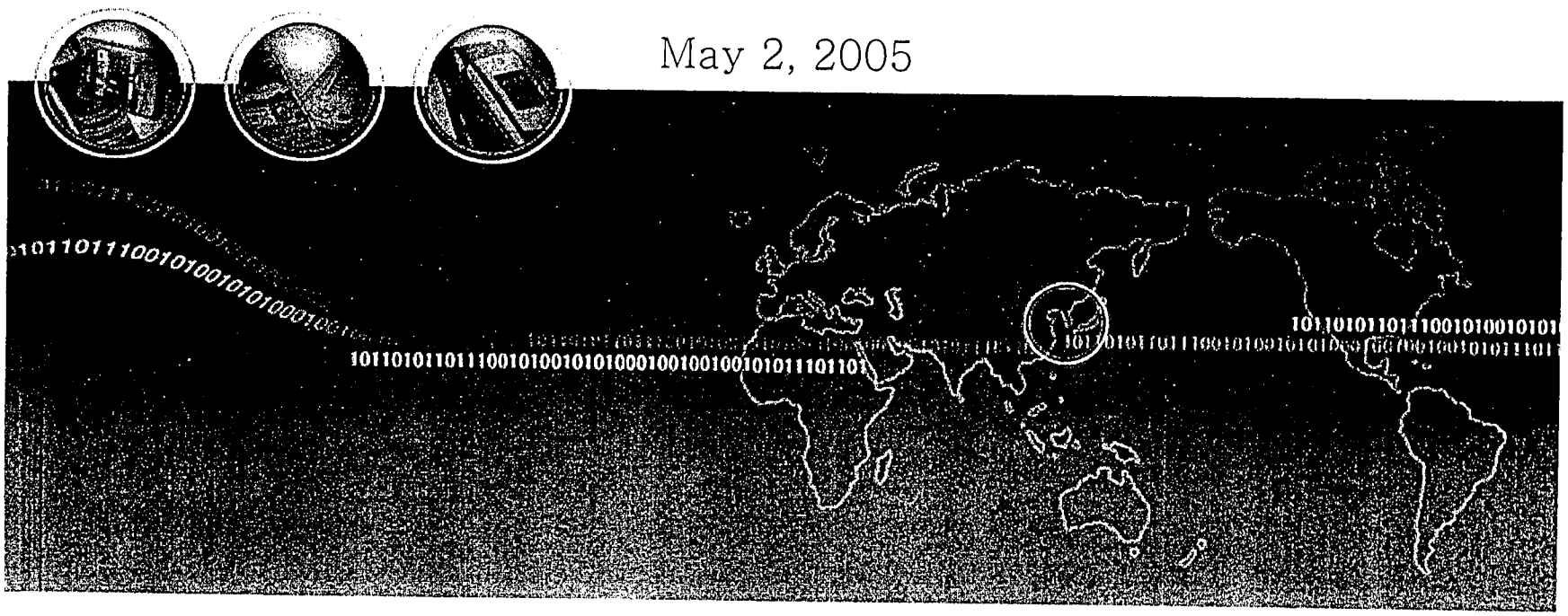
Dated: July 20, 2012

Lucy H. Koh

LUCY H. KOH
United States District Judge

Samsung – Motorola Licensing Discussions

May 2, 2005



Patent Position (GSM)

Section		Motorola		Samsung	
Discussed		Total(35)	To be Valued	Total	To be Valued
	Mobile & Infra.	24	2	2	-
	Mobile Only	4	-	-	-
	Infra. Only	7	-	1	1
Not discussed		20	1~2(expected)	-	-
Total		55	3~4	3	1

Patent Position (3GPP)

Section		Motorola		Samsung	
Discussed		Total(22)	To be Valued	Total	To be Valued
	Mobile & Infra.	8	–	10	8
	Mobile Only	6	2	3	–
	Infra. Only	8	–	4	–
Nod discussed		14	1~2(expect)	–	–
Total		36	3~4	17	8

Patent Position (3GPP2)

Section		Motorola		Samsung	
Discussed		Total(33)	To be Valued	Total	To be Valued
	Mobile & Infra.	5	2	14	5
	Mobile Only	14	-	5	1
	Infra. Only	14	1	7	2
Not discussed		10	1~2(expect)	-	-
Total		43	4~5	26	8

Patent Position (Non – Essential)

Section	Motorola		Samsung	
Discussed	Total	To be Valued	Total	To be Valued
Total	35	4	42	7

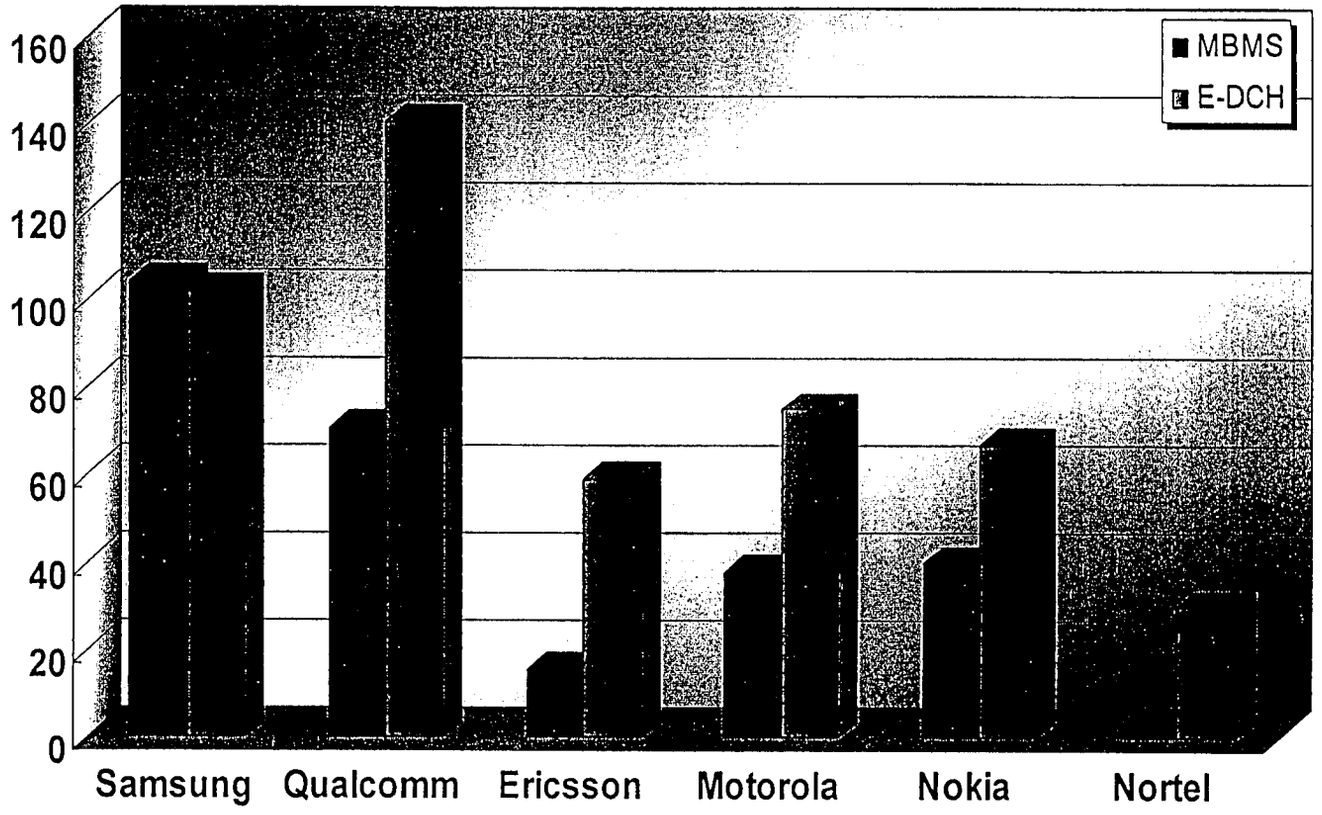
Patent Position (Summary)

Section	Motorola		Samsung	
Discussed	Total(125)	To be Valued	Total	To be Valued
GSM	35	2	3	1
3GPP	22	2	17	8
3GPP2	33	3	26	8
Non – Essen.	35	4	42	7
Not discussed	44	3~5 (expect)	–	–
Total	169	14~17	88	24

Comparison of th`e Contributions for 3GPP (#1)

- Year : 2004 / Technology : RAN 1 & RAN 2

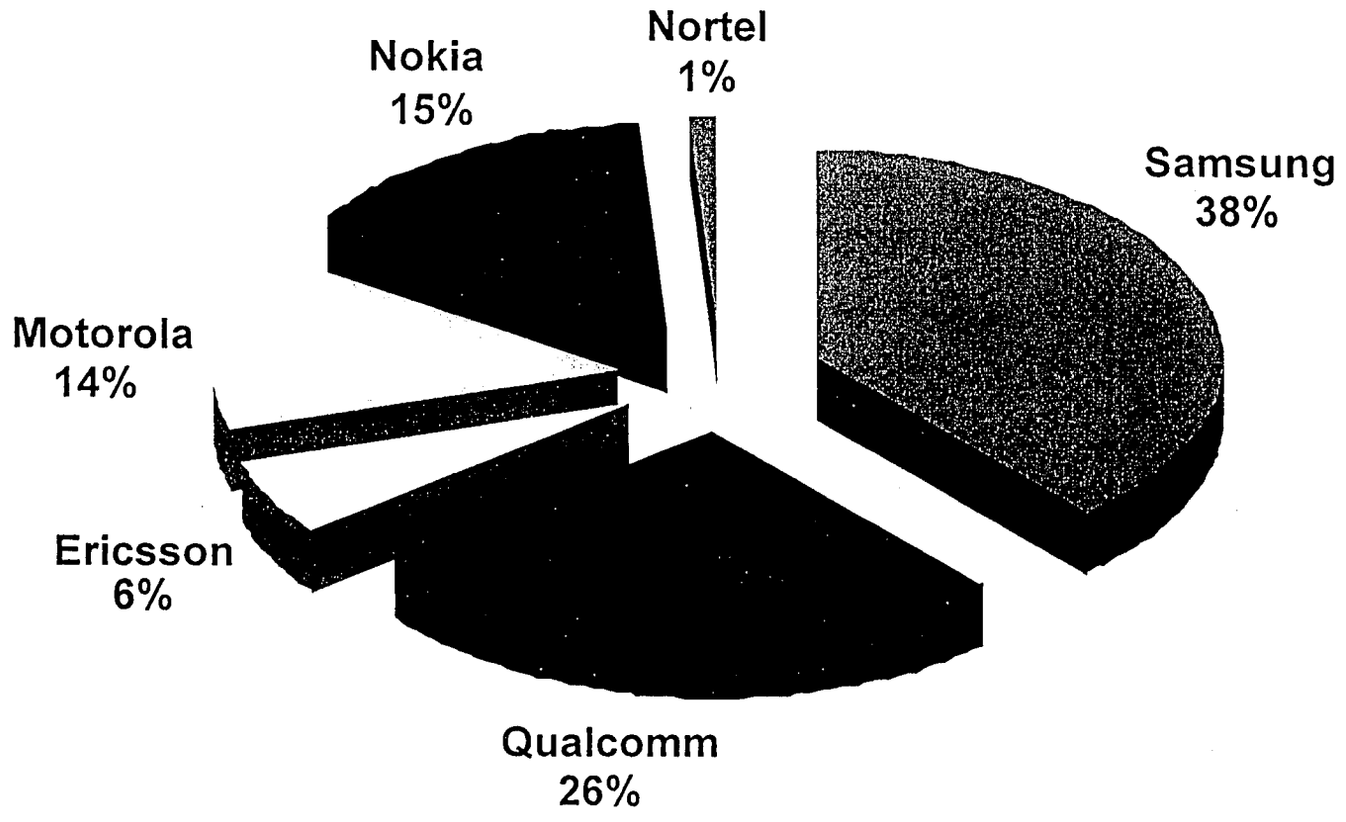
*MBMS : Multimedia Broadcast Multicast Service
E-DCH : FDD Enhanced Uplink (DCH)



Source: 3GPP RAN WG1/WG2 Tdoc List

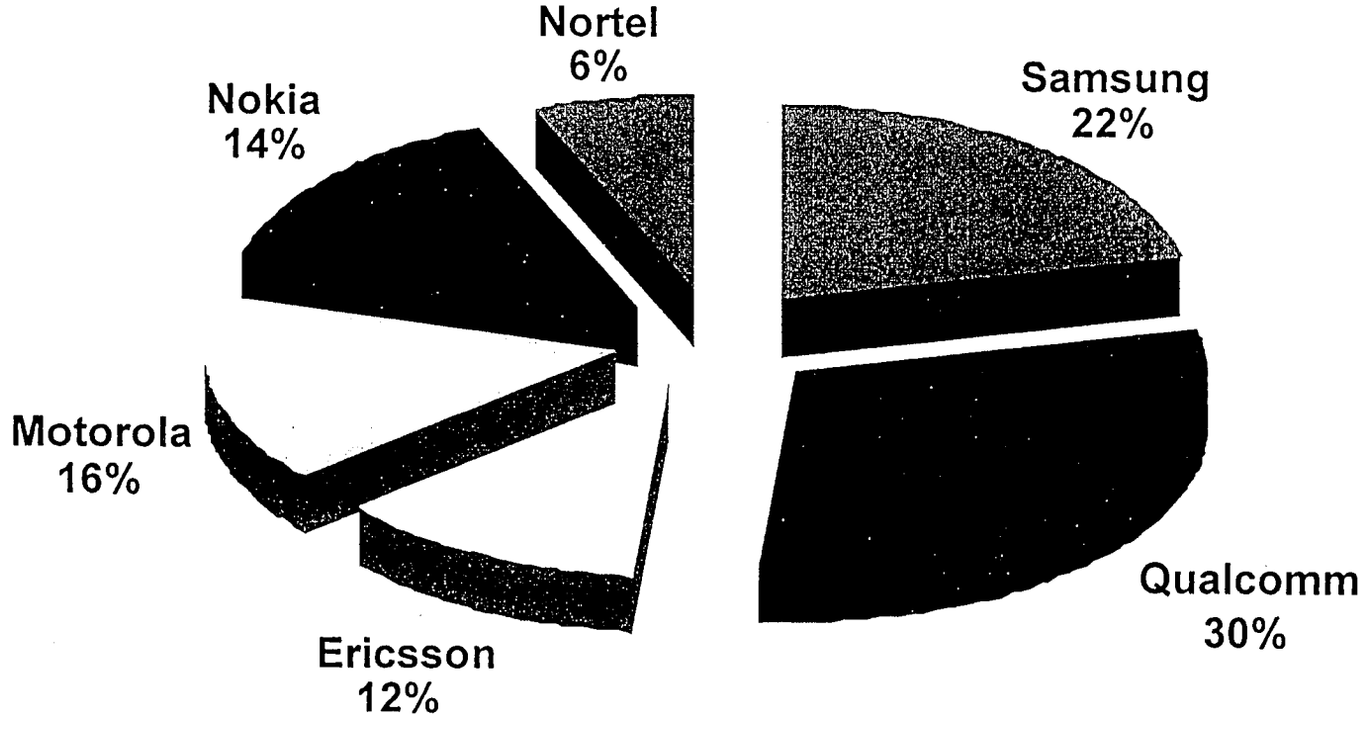
Comparison of the Contributions for 3GPP (#2)

- MBMS (RAN 1 & RAN 2)

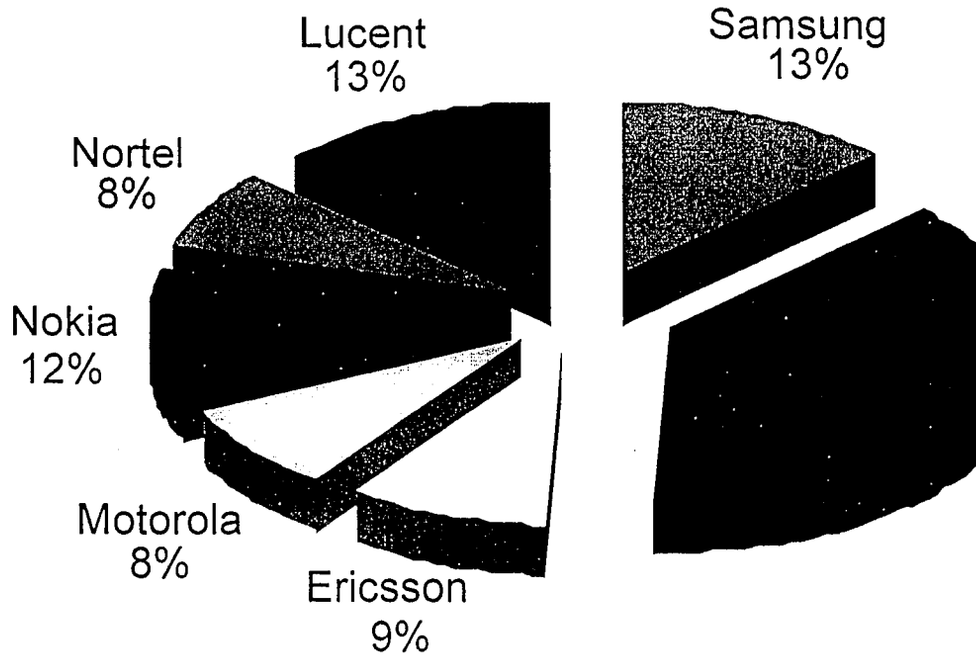


Comparison of the Contributions for 3GPP (#3)

- E - DCH (RAN 1 & RAN 2)



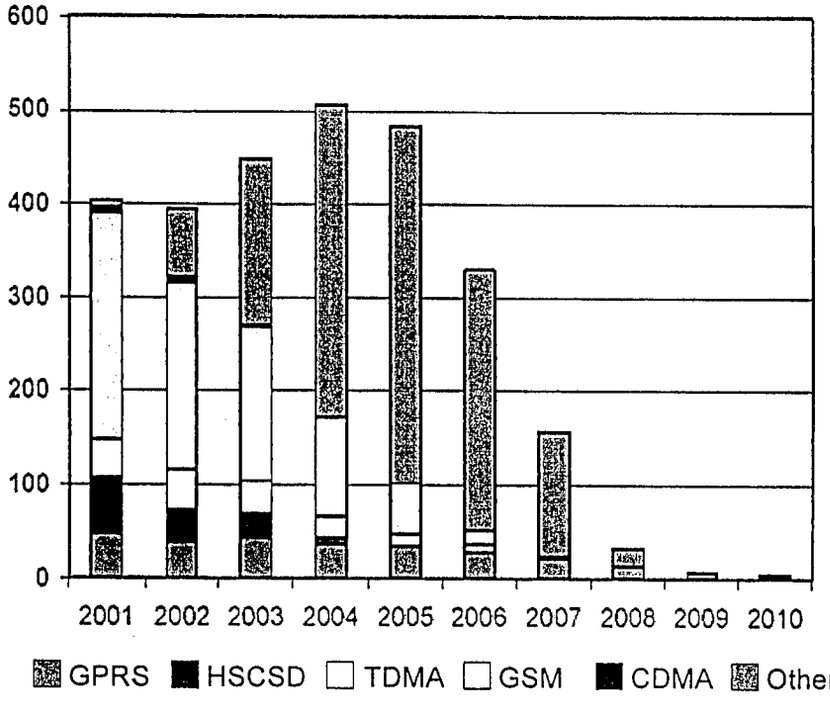
Comparison of the Contributions for 3GPP2 (Rev.D)



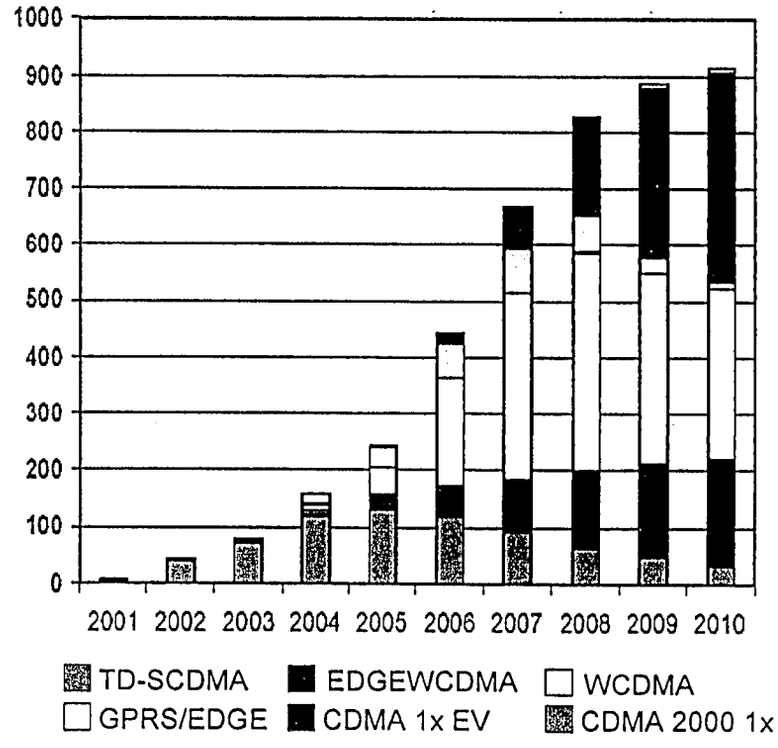
Mobile Subscriptions

Global Sales by Technology 2001 ~ 2010 (M units)

【 2G & 2.5G 】



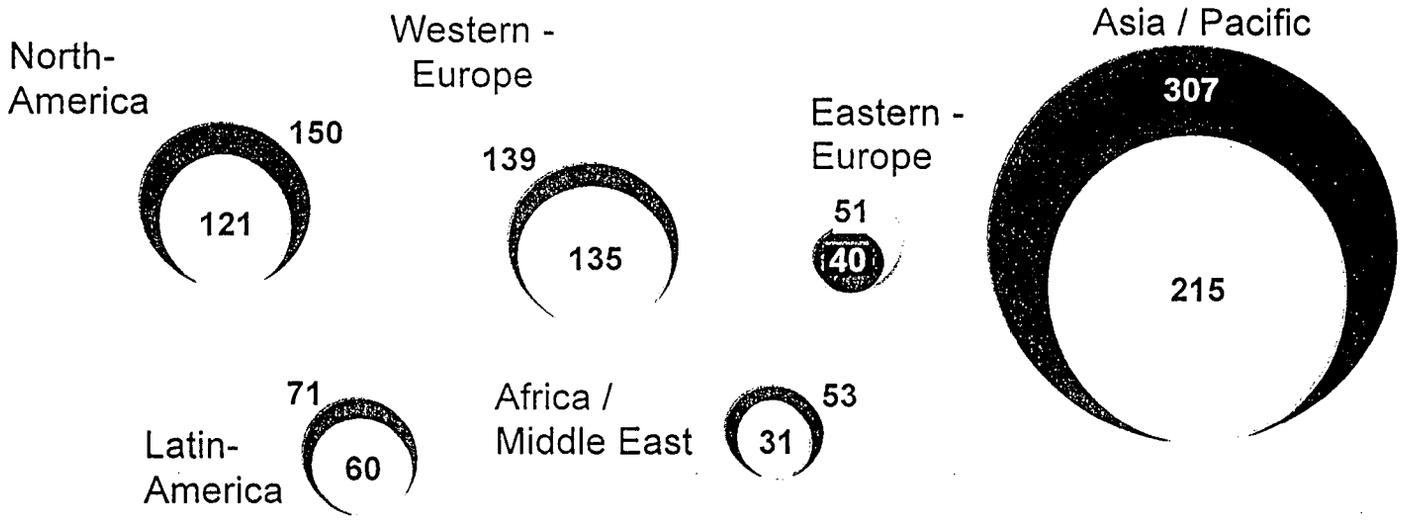
【 3G 】



Source: Strategy Analytics (December 2004)

Mobile Subscriptions

- Year End 2004 vs. 2008 by Region (M units)



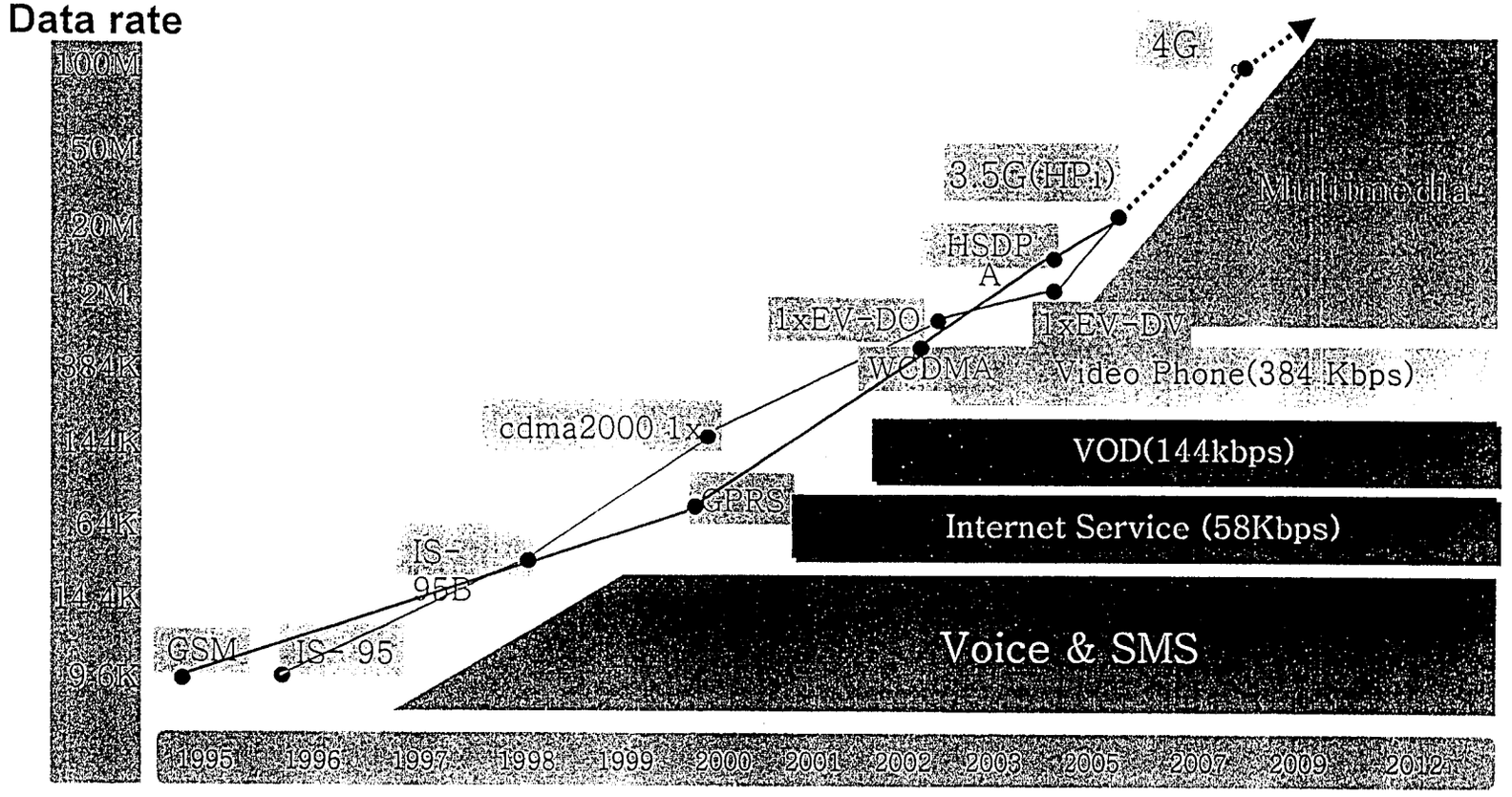
Up to 2008

1. Asia/Pacific bigger than NA/WEU combined
2. Developed markets growth slows down, compared to the past

Source: Gartner Dataquest (August 2004)

Mobile Service Mega Trend

Digitalization → High Data Rate → Broadband/Multimedia → High Intelligence



Terms and Conditions

REDACTED

Terms and Conditions (Cont.)

REDACTED

Motorola Mobile Sales Forecast (M units)

REDACTED

Source: Strategy Analytics (December 2004)

Samsung Mobile Sales Forecast (M units)

	2005	2006	2007	2008	2009	Total
Total ($B)	97 ($16)	106 ($17)	113 ($18)	116 ($20)	119 ($21)	559 ($92)

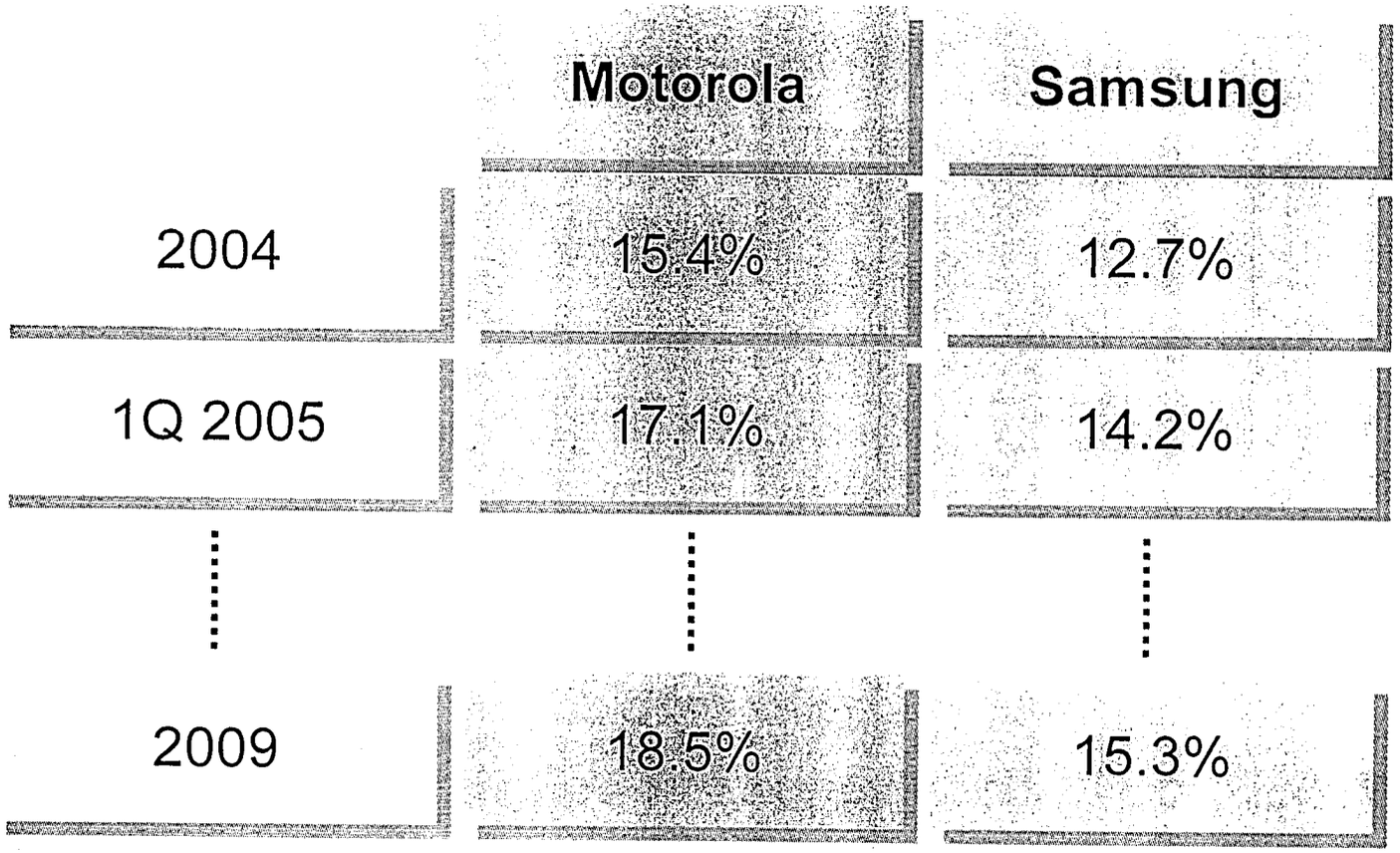
Source: Strategy Analytics (December 2004)

Network Sales Forecast

	Past	2005	2006	2007	2008	2009	Total
REDACTED							
Samsung ($M)	$3,151	$563	$578	$568	$564	$577	$6,002

Source: Gartner Dataquest (August 2004)

Market Share



Samsung Proposal

REDACTED