

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

NOKIA CORPORATION,)

Plaintiff,)

v.)

APPLE INC.,)

Defendant.)

APPLE INC.)

Counterclaim-Plaintiff,)

v.)

NOKIA CORPORATION and NOKIA INC.)

Counterclaim-Defendants.)

C.A. No. 09-791-GMS

JURY TRIAL DEMANDED

**COUNTERCLAIM PLAINTIFF APPLE INC.'S FOURTH RULE 30(b)(6)
NOTICE OF DEPOSITION TO COUNTERCLAIM DEFENDANTS
NOKIA CORPORATION AND NOKIA INC.**

PLEASE TAKE NOTICE THAT, pursuant to Rule 30(b)(6) of the Federal Rules of Civil Procedure, counterclaim plaintiff Apple Inc. will take the deposition of counterclaim defendants Nokia Corporation and Nokia Inc. (collectively, "Nokia") commencing on January 19, 2011 at 9:00 a.m. at the offices of Wilmer Cutler Pickering Hale and Dorr LLP, 950 Page Mill Road, Palo Alto, California, 94304, and continuing day-to-day until completed.

Nokia is required to designate, pursuant to Rule 30(b)(6) of the Federal Rules of Civil Procedure, one or more of its officers, directors or managing agents, or other persons with knowledge of the matters set forth in Attachment A of this notice to appear and testify on its behalf at the deposition. The persons so designated shall testify as to matters known or reasonably available to Nokia. Nokia is requested to provide Apple's counsel, as soon as

reasonably possible, but no later than ten (10) business days before the deposition, written notice of the following: (a) the name and employment position of each designee who has consented to testify on behalf of Nokia in response to this Notice, and (b) all matters set forth below as to which each such designee has agreed to testify on behalf of Nokia.

The examination will be taken before a Notary Public or other person authorized to administer oaths and will be recorded stenographically and by video. Testimony derived pursuant to this Notice of Deposition shall be used for any and all appropriate purposes permitted by the Federal Rules of Evidence.

You are invited to attend and cross-examine.

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Dated: December 15, 2010
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USIDOCs 7697344v2

ATTACHMENT A

DEFINITIONS

1. "Nokia," "you," and "your" shall each mean and refer to plaintiffs and counterclaim defendants Nokia Corporation and Nokia Inc., including without limitation all of their predecessors, predecessors-in-interest, subsidiaries, parents, and affiliates, and all past or present directors, officers, agents, representatives, employees, and consultants, and any and all Nokia Named Inventors.
2. "Apple" shall mean defendant and counterclaim plaintiff Apple Inc.
3. "The '703 Patent" shall mean U.S. Patent No. 5,315,703, issued on May 24, 1994, and entitled "Object-Oriented Notification Framework System," and all foreign counterparts thereof.
4. "The '854 Patent" shall mean U.S. Patent No. 5,455,854, issued on October 3, 1995, and entitled "Object-Oriented Telephony System," and all foreign counterparts thereof.
5. "The '369 Patent" shall mean U.S. Patent No. 5,555,369, issued on September 10, 1996, and entitled "Method Of Creating Packages For A Pointer-Based Computer System," and all foreign counterparts thereof.
6. "The '074 Patent" shall mean U.S. Patent No. 5,634,074, issued on May 27, 1997, and entitled "Serial I/O Device Identifies Itself To A Computer Through A Serial Interface During Power On Reset Then It Is Being Configured By The Computer," and all foreign counterparts thereof.
7. "The '105 Patent" shall mean U.S. Patent No. 5,848,105, issued on December 8, 1998, and entitled "GMSK Signal Processors For Improved Communications Capacity And Quality," and all foreign counterparts thereof.

8. “The ‘034 Patent” shall mean U.S. Patent No. 6,189,034 B1, issued on February 13, 2001, and entitled “Method And Apparatus For Dynamic Launching Of A Teleconferencing Application Upon Receipt Of A Call,” and all foreign counterparts thereof.

9. “The ‘795 Patent” shall mean U.S. Patent No. 6,239,795 B1, issued on May 29, 2001, and entitled “Pattern And Color Abstraction In A Graphical User Interface,” and all foreign counterparts thereof.

10. “The ‘453 Patent” shall mean U.S. Patent No. 7,383,453 B2, issued on June 3, 2008, and entitled “Conserving Power By Reducing Voltage Supplied To An Instruction-Processing Portion Of A Processor,” and all foreign counterparts thereof.

11. “The ‘381 Patent” shall mean U.S. Patent No. 7,469,381 B2, issued on December 23, 2008, and entitled “List Scrolling And Document Translation, Scaling, And Rotation On A Touch-Screen Display,” and all foreign counterparts thereof.

12. “Apple Patents-In-Suit” shall mean the ‘703 Patent, the ‘854 Patent, the ‘369 Patent, the ‘074 Patent, the ‘105 Patent, the ‘034 Patent, the ‘795 Patent, the ‘453 Patent, and the ‘381 Patent, individually and collectively.

13. “Product” shall mean a machine, manufacture, apparatus, device, instrument, mechanism, appliance, or an assemblage of components/parts (either individually or collectively) that are designed to function together electrically, mechanically, chemically, or otherwise, including any of the foregoing offered for sale, sold, or under development.

14. “Apple Product” shall mean any Product designed, developed, tested, made, used, demonstrated, imported into the United States, offered for sale, or sold by Apple.

15. “Accused Apple Product” shall mean any Apple Products named in the complaints/counterclaims or accused of infringement in interrogatory responses, and products

with substantially similar functionality that, when sold, offered for sale, publicly announced or disclosed, in or from the United States by or on behalf of Apple or any user, allegedly constitutes, practices, incorporates, or embodies a device, or method claimed in one or more of the Nokia Patents-in-Suit. This definition includes without limitation any Apple Product that is accused of directly or indirectly infringing one or more of the Nokia Patents-in-Suit, including the iPhone, iPhone 3G, and iPhone 3GS.

16. "Mobile Wireless Telecommunications Device" shall mean any device capable of transmitting and receiving cellular telephonic communications.

17. "Nokia Product" shall mean any Product designed, developed, tested, made, used, demonstrated, imported into the United States, offered for sale, or sold by Nokia.

18. "Nokia Accused Product" shall mean any Nokia Products named in the complaints/counterclaims or accused of infringement in interrogatory responses, and products with substantially similar functionality that are sold, offered for sale, publicly announced or disclosed, in or from the United States. Nokia Accused Products specifically include, but are not limited to:

- A. Any Nokia product with capabilities for scrolling a document or list on a touch screen by touch, and (i) displaying an area beyond the edge of the document/list after the edge has been reached, and (ii) repositioning the document to cover-up the area beyond the edge of the document/list, including without limitation the N900, N8, C6, C7, and E7. [**'381 patent**]
- B. Any Nokia product in which the display or appearance of an interface object (*e.g.*, icon) is capable of being changed from a first theme to a second theme, and each theme developed by or for Nokia for commercial distribution, including without limitation the 2700, 5230, 5230 Nuron, 5310, 5530 XpressMusic, 5530 XpressMusic Games Edition, 5800 XpressMusic, 6350, 6500 (Classic and Slide), 6555, 6700 Slide, 7020, C3, C6, C6, E5, E7, E50, E51, E52, E55, E61, E61i, E62, E63, E65, E66, E70, E71, E71x, E72, E73 Mode, E75, N8, N70, N71, N75, N97 mini, N900, X3 and X6. [**'795 patent**]

- C. Any Nokia product capable of activating or launching an application upon receiving an incoming call, message, or signal, based on information that identifies (i) the application, (ii) the type of incoming call, message, or signal, and (iii) the receiving port, including without limitation Nokia products that are capable of using the Java Push Registry to enable SMS Test Messaging and/or Instant Messaging, including without limitation the 1661, 2700, 5230, 5230 Nuron, 5530 XpressMusic, 5530 XpressMusic Games Edition, 5800 XpressMusic, 6350, 6500 (Classic and Slide), 6555, 6700 Slide, 7020, C3, C6, C6, E5, E7, E50, E51, E52, E55, E61, E61i, E62, E63, E65, E66, E70, E71, E71x, E72, E73 Mode, E75, N8, N70, N71, N75, N97 mini, N900, X3 and X6. [**'034 patent**]
- D. Any Nokia product capable of filtering or eliminating distortion or interference in MSK and GMSK signals by utilizing functionality relating to Single Antenna Interference Cancellation (“SAIC”), including without limitation the 1680, 5310, 6068, 6086, 6136, 6212, 6263, 6301, C2, E61i, E71, E90, and N900. [**'105 patent**]
- E. Any Nokia product that is capable of using USB functionality, including without limitation the 5310 XpressMusic, 5530 XpressMusic, 5610 XpressMusic, 5730 XpressMusic, 5800 XpressMusic, 6210 Navigator, 6555, N81, N81 8GB, N82, 3600, 6205, 7610 Supernova, E66, E71, N79, N85, E63, 7205 Intrigue, E71x, E75, 1006, N86 8MP, N97, E72, 3711, 6790, N97 mini, N900, 6350, N810, 3300, 6086, 6126, 6230, 6670, 7270, 7610, 9500, N70, N71, N72, N73, N80, N93, 3100, 5100, 5140, 6100, 6610, 6800, 6820, 6822, Nokia Connectivity Adapter AD-73, and Nokia Booklet 3G. [**'074 patent**]
- F. Any Nokia product that contains a processor capable of entering and exiting power modes via interrupt and non-interrupt signals to achieve power reduction or to reduce static power leakage, including without limitation Nokia products that contain an ARM Cortex-A Series processor or an ARM11 processor, including without limitation the N97, N95-3 NAM, N97 mini, X6, E72, N82, N95, N93, 5800 XpressMusic, N85, 6700, N810, and N900. [**'453 patent**]
- G. Any Nokia product in which an object oriented operating system, alone or in combination with other software, is capable of sending notices to objects, including without limitation Nokia products that use the Symbian operating system, including without limitation the 7650, 3600, 3620, 3650, 3660, N-Gage, N-Gage QD, 6600, 3230, 6260, 6620, 6670, 7610, 6630, 6680, 6681, 6682, N70, N72, N90, 3250, 5500 Sport, E50, E60, E61, E61i, E62, E65, E70, N71, N73, N75, N77, N80, N91, N91 8GB, N92, N93, N93i, 5700 XpressMusic, 6110 Navigator, 6120, 6121, 6124, 6290, E51, E63, E66, E71, E90 Communicator, N76, N81, N81 8GB, N82, N95, N95 8GB, 5230 XpressMusic, 5630 XpressMusic, 5730 XpressMusic, 6210, 6220, 6650, 6710 Navigator, 6720, 6730, 6760, 6790

Surge, E52, E55, E71x, E72, E75, N78, N79, N85, N86 8MP, N96, 5800 XpressMusic, 5800 Navigation Edition, 5530 XpressMusic, 5230, N97, N97 mini, X6, 7710, 9210, 9300, and 9500. [**'703 patent**]

- H. Any Nokia product that contains an object oriented operating system capable of, alone or in combination with other software, implementing a telephony feature (such as placing a call, or putting a call on hold), including without limitation Nokia products that use the Symbian operating system, including without limitation the 7650, 3600, 3620, 3650, 3660, N-Gage, N-Gage QD, 6600, 3230, 6260, 6620, 6670, 7610, 6630, 6680, 6681, 6682, N70, N72, N90, 3250, 5500 Sport, E50, E60, E61, E61i, E62, E65, E70, N71, N73, N75, N77, N80, N91, N91 8GB, N92, N93, N93i, 5700 XpressMusic, 6110 Navigator, 6120, 6121, 6124, 6290, E51, E63, E66, E71, E90 Communicator, N76, N81, N81 8GB, N82, N95, N95 8GB, 5230 XpressMusic, 5630 XpressMusic, 5730 XpressMusic, 6210, 6220, 6650, 6710 Navigator, 6720, 6730, 6760, 6790 Surge, E52, E55, E71x, E72, E75, N78, N79, N85, N86 8MP, N96, 5800 XpressMusic, 5800 Navigation Edition, 5530 XpressMusic, 5230, N97, N97 mini, X6, 7710, 9210, 9300, and 9500. [**'854 patent**]

- I. Any Nokia product, application, or environment that constitutes, in whole or part, a graphically based development tool that is capable of developing code for mobile devices. Additionally, each application developed, at least in part, with such tool, including any Nokia phone with such an application, including without limitation Carbide.C++ and any application developed with Carbide.C++. [**'369 patent**]

19. "The '135 Patent" shall mean U.S. Patent No. 6,694,135, issued on February 17, 2004, and entitled "Measurement Report Transmission in a Telecommunications System" and all foreign counterparts thereof.

20. "The '672 Patent" shall mean U.S. Patent No. 7,092,672, issued on August 15, 2006, and entitled "Reporting Cell Measurement Results in a Cellular Communication System" and all foreign counterparts thereof.

21. "The '465 Patent" shall mean U.S. Patent No. 5,802,465, issued on September 1, 1998, and entitled "Data Transmission in a Radio Telephone Network" and all foreign counterparts thereof.

22. “The ‘904 Patent” shall mean U.S. Patent No. 6,359,904, issued on March 19, 2002, and entitled “Data Transfer in a Mobile Telephone Network” and all foreign counterparts thereof.

23. “The ‘548 Patent” shall mean U.S. Patent No. 6,775,548, issued on August 10, 2004, and entitled “Access Channel for Reduced Access Delay in a Telecommunications System” and all foreign counterparts thereof.

24. “The ‘178 Patent” shall mean U.S. Patent No. 5,862,178, issued on January 19, 1999, and entitled “Method and Apparatus for Speech Transmission in a Mobile Communications System” and all foreign counterparts thereof.

25. “The ‘651 Patent” shall mean U.S. Patent No. 5,946,651, issued on August 31, 1999, and entitled “Speech Synthesizer Employing Post-Processing for Enhancing the Quality of the Synthesized Speech” and all foreign counterparts thereof.

26. “The ‘727 Patent” shall mean U.S. Patent No. 6,882,727, issued on April 19, 2005, and entitled “Method of Ciphering Data Transmission in a Radio System” and all foreign counterparts thereof.

27. “The ‘940 Patent” shall mean U.S. Patent No. 7,009,940, issued on March 7, 2006, and entitled “Integrity Check in a Communication System” and all foreign counterparts thereof.

28. “The ‘621 Patent” shall mean U.S. Patent No. 7,403,621, issued on July 22, 2008, and entitled “System for Ensuring Encrypted Communication after Handover” and all foreign counterparts thereof.

29. “Nokia Patents-In-Suit” shall mean the ‘135 Patent, the ‘672 Patent, the ‘465 Patent, the ‘904 Patent, the ‘548 Patent, the ‘178 Patent, the ‘651 Patent, the ‘727 Patent, the

'940 Patent, and the '621 Patent, individually and collectively, and all foreign counterparts thereof.

30. "Nokia's Alleged Essential Technology" shall mean Nokia technology, IPR, patents, or patent rights that Nokia: (1) has identified or declared to an SSO as actually or potentially essential to implement a mobile wireless technology standard, (2) has identified or asserted to any actual or prospective licensee as actually or potentially essential to implement a mobile wireless technology standard, or (3) has otherwise identified, in internal or external discussions, as actually or potentially essential to implement a mobile wireless technology standard.

31. "Related Patents" shall mean any United States patent application for which any applicant is also a named inventor of any of the Nokia Patents-in-Suit, and that concern the same or similar subject matter as the Nokia Patent-in-Suit, as well as any continuation, continuation in part, divisional, or any other patent or patent application (including rejected, abandoned, or pending applications) derived in whole or in part from said application, and all foreign counterpart patents or patent application (including rejected, abandoned, or pending applications).

32. "Nokia Named Inventors" shall mean the persons named as inventors on any of the Nokia Patents-In Suit—(a) Jarkko Oksala, (b) Kari Hautamaki, (c) Johanna Pekonen, (d) Leif Friman, (e) Harri Jokinen, (f) Jari Hamalainen, (g) Timo Jokiahho, (h) Arto Leppisaari, (i) Kari Huttunen, (j) Zhigang Rong, (k) Steven D. Gray, (l) Kari Jarvinen, (m) Janne Vainio, (n) Petri Haavisto, (o) Tero Honkanen, (p) Jukka Vialen, (q) Fabio Longoni, and (r) Valtteri Niemi.

33. "Nokia Covered Product" shall mean any Product sold, offered for sale, publicly announced or disclosed, in or from the United States, by, or on behalf of, Nokia or any other person or entity, that Nokia contends practices any claim(s) of any of the Nokia Patents-In-Suit.

34. "Essential" shall mean necessary for implementation of any mobile wireless technology standard, such that the standard, or some part of the standard, could not be practiced without infringing the patent or technology to which "essential" refers.

35. "Defined Wireless SSOs" includes all Standards Setting Organizations that developed the standards to which Nokia claims or has claimed that its patents are essential, including but not limited to ETSI, 3GPP, and IEEE.

36. "Defined Wireless Standards" includes all standards to which Nokia claims or has claimed that its patents are essential, including but not limited to the GSM, GPRS, EDGE, UMTS, and IEEE 802.11 standards.

37. "ETSI" shall mean the European Telecommunications Standards Institute.

38. "3GPP" shall mean Third Generation Partnership Project.

39. "IEEE" shall mean the Institute of Electrical and Electronics Engineers and Institute of Electrical and Electronics Engineers Standards Association (IEEE-SA).

40. "GSM" shall mean Global System for Mobile communications.

41. "GPRS" shall mean GSM Packet Radio Services.

42. "EDGE" shall mean Enhanced Data Rates for GSM Evolution.

43. "UMTS" shall mean Universal Mobile Telephone System.

44. "IEEE 802.11" shall mean the IEEE 802.11 standard for wireless area network communication and subsequent amendments and modifications.

45. "IPR" shall mean intellectual property rights, and includes patent rights.

46. The terms “Standards Setting Organization” or “SSO” shall mean an organization that adopts standards governing an industry or technological field, and includes without limitation ETSI, 3GPP, and IEEE.

47. “Software” shall mean and include all forms of code including, but not limited to, source code, object code, firmware, compiled code, byte code, interpreted code, any form of code stored in any storage medium (for example, ROM or Flash RAM chips) on any product, or code transmitted to products. Software further includes files written in any programming language, including, but not limited to, “C”, “C++”, assembler, VHDL, Verilog, digital signal processor (“DSP”) programming language, “make” files, “include” files, script files, link files, and other human-readable text files used in the generation and/or building of software directly executed on a microprocessor, microcontroller, and/or DSP.

48. “Litigation” shall mean the above-referenced action, C.A. 09-791-GMS in the United States District Court for the District of Delaware.

49. “Person(s)” shall mean any natural person or any business, proprietorship, firm, partnership, corporation, association, organization, or other entity. The acts of a Person shall include the acts of directors, officers, owners, members, employees, agents, attorneys or other representatives acting on the Person’s behalf.

50. “Document(s)” is defined broadly to be given the full scope of that term contemplated in Federal Rules of Civil Procedure 26 and 34, and includes all tangible things, all originals (or, if originals are not available, identical copies thereof), all non-identical copies of a document, all drafts of final documents, all other written, printed, or recorded matter of any kind, and all other data compilations from which information can be obtained and translated if necessary, that are or have been in your actual or constructive possession, custody or control,

regardless of the medium on which they are produced, reproduced, or stored (including without limitation computer programs and files containing any requested information), and any recording or writing, as these terms are defined in Rule 1001 of the Federal Rules of Evidence. Any document bearing marks, including without limitation, initials, stamped initials, comments, or notations not a part of the original text or photographic reproduction thereof, is a separate document.

51. "Communication(s)" means any contact, oral or written, including electronic, whereby information of any nature is transmitted or transferred, including without limitation, a person(s) seeing or hearing any information by any means and any document memorializing or referring to the contact.

52. "Date(s)" shall mean the exact date(s), if known, or the closest approximation to the exact date(s) as can be specified, including without limitation the year, month, week in a month, or part of a month.

53. "Entity" shall mean corporation, company, firm, partnership, joint venture, association, governmental body or agency, or persons other than a natural person.

54. "Thing" shall be given the broadest possible construction under the Federal Rules of Civil Procedure.

55. "Relate to," "related to," and "relating to" shall mean in whole or in part concerning, reflecting, alluding to, mentioning, regarding, discussing, bearing upon, commenting on, constituting, pertaining to, demonstrating, describing, depicting, directly or indirectly relating to, summarizing, containing, embodying, showing, comprising, evidencing, refuting, contradicting, analyzing, identifying, stating, dealing with, and/or supporting.

56. "Describe," when used in relation to an act, event, instance, occasion, transaction, conversation, or communication, shall mean (a) to state the date and place thereof; (b) to identify the individual participants; (c) to summarize separately for each individual participant what he said or did; and (d) to identify each document used or prepared in connection therewith or making any reference thereto.

57. The terms "identify" or "identity" when used with respect to any natural person, means that the following information shall be provided: the person's full name; last known home address and telephone number; last known business address and telephone number; last known title or occupation; and last known employer.

58. The terms "identify" or "identity" when used with respect to any entity (including without limitation corporation, company, firm, partnership, joint venture, association, governmental body or agency or persons other than a natural person), shall mean that the following information shall be provided: the full legal name of the entity; the place of incorporation or organization; the principal place of business; and the nature of the business conducted by that legal entity.

59. The term "identify" or "identity" when used with respect to a document, subject to the option to produce records under Rule 33(d) of the Federal Rules of Civil Procedure, shall mean to provide information sufficient to locate that document, including but not limited to the following: the Bates range, the date appearing on such document or, if no date appears thereon, the approximate date the document was prepared; the identifying code number, file number, title, or label of such document; a general description of such document (*e.g.*, letter, memorandum, drawing); the title or heading; the number of pages of which such document consists; the name of each person who signed or authorized the document; the name of each addressee; the name of

each person having possession, custody, or control of such document; if the document existed at one time but does not presently exist, the reason(s) why it no longer exists and the identity of the last person having custody of it; and, if the document is in a foreign language, whether an English translation of the document exists, whether partial or complete.

60. The terms “identify” or “identity” when used with reference to any communication, shall mean that the following information shall be provided: (a) summarize the substance of the communication; (b) state the date and place of the communication; (c) identify each person who was present at, involved in, connected with or who participated in the communication; (d) state the form of communication (*e.g.*, telephone call, meeting, letter, etc.); and (e) identify each document memorializing or referring to the communication.

61. The terms “identify” or “identity” when used with reference to a product or other tangible thing that is not a document or communication (including without limitation any products manufactured, developed, or sold by Nokia), shall mean that the following information shall be provided: (a) identify the product name(s), product number(s), version number(s), and revision number(s); (b) identify the date that the product or thing was first introduced for sale, the date of the thing’s first sale; and (c) identify all team names, code names, or project titles used in connection with the design, development, testing, or engineering of that product or tangible thing.

62. The terms “identify” or “identity” when used with reference to a method, shall mean state or provide information supplying the date that the process was first used, the date the products or other objects made by the process were first sold, all numbers or codes used to refer to the process, including but not limited to process revision numbers or codes, all process names,

and all team names or project titles used in connection with the design, development, testing, or engineering of that process.

63. Where an instruction or topic of examination below names a corporation or other legal entity, the instruction or topic of examination includes within its scope any parent, predecessors-in-interest, subsidiaries, affiliates, directors, officers, employees, agents, and representatives thereof, including attorneys, consultants, accountants, and investment bankers.

TOPICS OF EXAMINATION

NOKIA ACCUSED PRODUCTS

1. By name, model number, brand name, name used in development, and any other relevant designation, the identity of each and every Nokia Accused Product either previously or currently in use, sold, offered for sale, publicly announced or disclosed, in or from the United States, including each version thereof.

2. The method by which Nokia identified the Products in Topic 1.

3. Separately for each Product identified under Topic 1, the conception, research, development, and design of each accused feature of such Product. This includes without limitation the conception, research, development, and design of all firmware, software, or middleware related to each accused feature. "Each accused feature" includes without limitation at least the following:

- A. Functions or features that concern scrolling a document or list on a touch screen by touch. [**381 patent**]
- B. Any feature or function that concerns modifying a theme of a user interface. [**795 patent**]
- C. Any feature or function that concerns activating or launching an application upon receiving an incoming, call, message or signal. This includes without limitation functionality relating to Java Push Registry Functions, SMS text messaging, Instant Messaging, and/or (i) Java Specification Request 185 Java Technology for Wireless Industry

specification, (ii) Java Specification Request 118 Mobile Information Device Profile 2.0 specification, (iii) Java Specification Request 120 Wireless Messaging API specification. [**'034 patent**]

- D. Any feature or function that concerns Single Antenna Interference Cancellation ("SAIC") for MSK and GMSK signals. [**'105 patent**]
- E. Any feature or function that concerns configuring a device connected to another device via USB. This includes without limitation all signaling related to set-up or configuring, the processing of such signaling by the Nokia Product, signal flows over a USB cable, device descriptor signaling, and bulk transfer signaling. [**'074 patent**]
- F. Any feature or function that concerns power reduction or static power leakage reduction in a processor via power saving modes or states. This includes without limitation the power reduction functions of a processor based on the ARM11 or ARM Cortex architectures, including without limitation such processor's capabilities of entering and exiting the dormant mode. This also includes without limitation any feature or function that concerns entering and exiting power-saving modes that turn off clock signals, reduce the processor core voltage, or maintain an area voltage. [**'453 patent**]
- G. Any feature or function that concerns an object oriented operating system, alone or in combination with other software, sending notices to objects. This includes without limitation the features and functions of the notification frameworks used in the Symbian operating system. [**'703 patent**]
- H. Any feature or function that concerns an object oriented operating system, alone or in combination with other software, implementing a telephony feature (such as placing a call, or putting a call on hold). This includes without limitation any feature or function that concerns the object oriented design used for telephony features in the Symbian operating system. [**'854 patent**]
- I. Any feature or function that concerns a graphically based development environment or tool for creating software applications. This includes without limitation the features and functions of Carbide.C++ and any other accused product. [**'369 patent**]

4. Separately for each Product identified under Topic 1, the engineering, operation, implementation, and programming of each accused feature of such Product, including without

limitation the accused features listed in Topic 3(A)-(I). This includes without limitation the operation and implementation of all firmware, software, or middleware.

5. Separately for each Product identified under Topic 1, any ongoing or planned development or change that relates to any accused feature of such Product, including without limitation the accused features listed in Topic 3(A)-(I).

6. Separately for each of the Nokia Accused Products, an explanation of organizational charts of Nokia that relate to Topics 3-5.

7. The identity, conduct, and contribution of any Person (other than Nokia employees) to the conception, research, development, design, or implementation of any accused feature of any Nokia Accused Product, including without limitation the accused features listed in Topic 3(A)-(I). This includes without limitation (a) work on any component or part of any accused feature, and (b) details about the business relationship between Nokia and all such Persons, including any agreements, contracts, and compensation.

8. Separately for each patent, any and all efforts by Nokia to design around the Apple Patents-In-Suit. This includes without limitation any changes to each accused feature of any Nokia Accused Products that Nokia made, is making, attempted to make, or contemplated making, after Nokia learned of the Apple Patents-In-Suit.

9. Separately for each of the Apple Patents-In-Suit, any design around or alternative technology or method that could be used as a commercially viable alternative to the patented technology.

10. Separately for each of the Nokia Accused Products, any analysis conducted concerning differences between such products and any Apple Product or Apple patent.

11. Separately for each of the Nokia Accused Products, the identity of, and a detailed description of, any Product(s) and/or service(s) provided, sold, or offered for sale, in conjunction with each Nokia Accused Product.

LICENSES

12. The identity, including by Bates number, of all Nokia licenses, sublicenses or covenants not to sue (both “licensing-in” and “licensing-out”; hereafter “licenses”) that cover, include, or concern:

- J. Wireless communication devices or their components, wireless communication technology, or technology implemented in mobile communication devices.
- K. Any Nokia Patent-in-Suit.
- L. Any Nokia Covered Product.
- M. Any Nokia Accused Product.
- N. Any other subject matter that Nokia contends is relevant to this lawsuit.

13. The facts and circumstances concerning the negotiations of the licenses identified in Topic 12.

14. The identity by Bates number of any settlement, settlement agreement, or agreement not to sue concerning any license identified in Topic 12.

15. On a license-by-license basis, the payments Nokia has made or received—and will make or will receive—for the licenses identified in Topic 12. This includes, without limitation, the royalties and royalty rates paid or received on each license on an annual basis.

16. The facts and circumstances concerning any failed attempt to license any Nokia Patent-in-Suit. This includes without limitation any offers, notices, demands, or inquiries that failed to result in a signed license. This includes without limitation any allegation of possible infringement of any Nokia Patent-in-Suit.

17. The facts and circumstances concerning the purchase or sale, in whole or part, by Nokia of any patent related to wireless communication technology or to technology that is used in wireless communication devices. This includes without limitation the identity by Bates number of any such patents, details about the negotiation, the terms of the deal, and the price paid or received.

18. Nokia's customs, practices, and policies (whether formal or informal) for negotiating and entering patent licenses.

19. Industry customs, practices, or policies with respect to licensing technology used in wireless communication devices.

20. Any negotiations, discussions, agreements, or contracts concerning the indemnification of any Person that relate in any way to any claim, counterclaim, or defense in this lawsuit.

WILLFUL INFRINGEMENT OF APPLE PATENTS-IN-SUIT

21. Separately for each of the Apple Patents-In-Suit, the individuals at Nokia who first became aware of the patent, how such awareness came about, and any action taken in response.

22. Separately for each of the Apple Patents-In-Suit, any and all analysis, investigation, or discussion undertaken to determine infringement, validity, or enforceability of the patent.

23. Separately for each of the Apple Patents-In-Suit, any and all advice of counsel sought or received with respect to infringement, validity, or enforceability of the Apple Patents-In-Suit.

24. Separately for each of the Apple Patents-In-Suit, any and all analysis, investigation, or discussion undertaken or advice obtained to support any purported good faith belief by Nokia of non-infringement or invalidity.

25. Any communications within Nokia or between Nokia and/or its lawyers, concerning Topics 21-24.

26. Any policy, practice, or custom of Nokia that concerns investigating allegations of patent infringement.

NOKIA PATENTS-IN-SUIT

Separately for each of the Nokia Patents-In-Suit, and collectively for all Nokia Patents-In-Suit:

27. Each way in which Nokia alleges that the alleged invention differs from or improves upon the prior art.

28. Any connection of which Nokia is aware between the alleged invention and the commercial success of any product.

29. Any long felt but unresolved need for the alleged invention of which Nokia is aware.

30. Any failure by others to create the alleged invention of which Nokia is aware.

31. Any industry recognition of which Nokia was aware for the alleged invention.

32. Any deliberate copying by Apple or any other party of the alleged invention of which Nokia is aware.

33. All prior art to the alleged invention known to Nokia before applying for a patent.

34. All prior art to the alleged invention that Nokia became aware of after applying for the patent.

35. The conception and reduction to practice of the alleged invention.
36. Any diligence from conception to reduction to practice of the alleged invention.
37. The alleged priority date of each patent claim for the purposes of 35 U.S.C. § 102(a) and (b), including all facts and circumstances upon which Nokia relies to establish the priority dates. This includes without limitation the identity by Bates number of documents that related to such dates.
38. All facts and circumstances concerning: first disclosure; first public disclosure; first written description; first use; first public use; first sale; and first offer for sale of the invention(s) claimed in each patent.
39. Nokia's decision to seek patent protection for the subject matter of any claim.
40. The drafting, preparation, and prosecution of the application for each patent and each Related Patent. This includes without limitation the identity and conduct of any Person involved in the process.
41. The identification or determination of the inventors for each patent.
42. The contribution of each named inventor to the patent.
43. Any studies, investigations, reports, prior art searches, assertions and/or challenges concerning any patent. This includes without limitation any studies, investigations, reports, prior art searches, assertions and/or challenges related to the patentability, inventorship, scope, infringement, validity, or enforceability of each patent.
44. Any proceedings relating to the patent or any Related Patent, including without limitation litigations, government proceedings or investigations, arbitrations, mediations, dispute resolutions, contested proceedings, interferences, requests for reexamination, reissues, oppositions, charges of infringement, and challenges to validity.

45. Any payment or other form of compensation or remuneration made by Nokia or anyone acting on its behalf to any Nokia Named Inventor in connection with any of the Nokia Patents-In-Suit, this Litigation or in any other litigation or legal action pending in which both Nokia and Apple are parties, including without limitation:

- O. The form of such payment, compensation, or remuneration.
- P. The amount or type of such payment, compensation, or remuneration.
- Q. The date such payment, compensation, or remuneration was made.
- R. The reason such payment, compensation, or remuneration was made.
- S. The identity of each person with knowledge of such payment, compensation, or remuneration; and any documents relating to such payment, compensation, or remuneration.
- T. The identity by Bates number of documents sufficient to corroborate the testimony on this Topic.

46. All communications between Nokia or anyone acting on its behalf, on the one hand, and any Named Inventor, on the other, relating to any payment or other form of compensation or remuneration made by Nokia or anyone acting on its behalf to any Named Inventor in connection with any of the Nokia Patents-in-Suit or this Litigation, including without limitation all communication relating to:

- U. The form of such payment, compensation, or remuneration.
- V. The amount or type of such payment, compensation, or remuneration.
- W. The date such payment, compensation, or remuneration was made.
- X. The reason such payment, compensation, or remuneration was made.
- Y. The identity of each person with knowledge of such payment, compensation, or remuneration; and any documents relating to such payment, compensation, or remuneration.
- Z. The identity by Bates number of documents sufficient to corroborate the testimony on this Topic.

47. The ownership, title, transfer, or assignment of any of the Nokia Patents-In-Suit or Related Patents, including without limitation any security interest in or lien against any of the Nokia Patents-In-Suit or Related Patents.

48. All communications prior to 1997 between Nokia Named Inventors Jari Hamalainen, Arto Leppisari, and/or Kari Huttunen related to octet alignment or fill bits.

49. The identity of all textbooks and/or reference manuals in the possession, custody or control of Nokia Named Inventors Jari Hamalainen, Arto Leppisari, or Kari Huttunen prior to 1997 relating to computer science and/or telecommunications.

NOKIA COVERED PRODUCTS

50. By name, model number, brand name, name used in development, and any other relevant designation, the identity of each and every Nokia Covered Product, either previously or currently in use, sold, offered for sale, publicly announced or disclosed, in or from the United States, including each version thereof.

51. The date of the first sale of each Nokia Covered Product.

52. The conception, research, and development of each feature of each Nokia Covered Product that allegedly embodies any patent claim of any Nokia Patent-In-Suit.

53. Any assistance or input from any non-employee person that Nokia received in the design, development, or implementation of each feature of each Nokia Covered Product that allegedly embodies any patent claim of any Nokia Patent-In-Suit. This includes without limitation the business or financial relationship between Nokia and that person.

54. Nokia's expenditures related to the research, design, and/or product development for each Nokia Covered Product.

55. The marketing, promotion, and advertising of each Nokia Covered Product.

56. The sale of each Nokia Covered Product.

57. The revenue, cost of goods sold, and profits for each Nokia Covered Product.

ACCUSED APPLE PRODUCTS

58. The identity of each Accused Apple Product that Nokia alleges infringes the Nokia Patents-In-Suit.

59. Separately for each Accused Apple Product identified in response to Topic 58, the first awareness of such product by Nokia.

60. The factual basis for any claim of infringement, contributory infringement, or inducement, or any other claim Nokia intends to make, for the alleged infringement of the Nokia Patents-In-Suit.

61. Separately for each Apple Accused Product and each Nokia Patent-In-Suit, the time at which—and the circumstances by which—Nokia first became aware of Apple's alleged infringement.

62. All facts and circumstances concerning any notice given to Apple of the Nokia Patents-In-Suit, the applications that resulted in the Nokia Patents-In-Suit, and/or Apple's alleged infringement of the Nokia Patents-In-Suit.

63. A detailed description of the pre-suit investigation and analysis done by Nokia to develop its pre-suit infringement theory or theories, including without limitation any study, analysis, reverse engineering, and/or other evaluation conducted by or on behalf of Nokia concerning any claim of the Nokia Patents-In-Suit or any Apple Product.

64. All discussions, at any time, with any Person—including actual or potential customers—concerning the actual or potential infringement of the Nokia Patents-In-Suit by Apple, or by any other Person.

NOKIA'S FRAND COMMITMENTS, OBLIGATIONS, AND LICENSING PRACTICES

65. Nokia's licensing policies and practices for Nokia's Alleged Essential Technologies, including without limitation Nokia's methodology or methodologies for calculating fair, reasonable and non-discriminatory ("FRAND") or reasonable and non-discriminatory ("RAND") royalty rates.

66. Nokia's licensing policies and practices related to calculating, determining, or assessing the appropriate cumulative royalty cap (the royalty that a licensee would need to pay for all declared essential patents for a particular standard if that licensee had no IPR related to the standard) for each Defined Wireless Standard, and the Nokia's methodologies to apportion such a cumulative royalty rate between declared essential IPR owners.

67. The FRAND and/or RAND royalty rates that Nokia has sought or received for any license to Nokia's Alleged Essential Technologies.

68. The FRAND and/or RAND royalty rates that Nokia deems appropriate for any license to Nokia's Alleged Essential Technologies.

69. The FRAND and/or RAND royalty rates that have been proposed by or paid to any third party by Nokia for a license to the third party's patents that are purportedly essential to any of the Defined Wireless Standards.

70. The meaning of FRAND and/or RAND, including without limitation Nokia's positions and statements concerning that meaning.

71. The terms of each offer Nokia made to Apple during the negotiations between the parties for a license to patents Nokia claims are essential to the Defined Wireless Standards, including without limitation, the date of the offer, the Nokia employee(s) or agent(s) who made the offer, the Apple employee(s) or agent(s) to whom the offer was directed, the royalty terms

and other provisions of the offer, and any underlying calculations, estimates or work papers, including but not limited to unit sales and licensed product revenues and projections.

72. Any and all licenses and/or license negotiations in which Nokia has participated concerning patents actually or purportedly essential to any of the Defined Wireless Standards, including without limitation: (i) the parties or potential parties to the license; (ii) the terms or potential terms of each license; (iii) the circumstances under which each license was granted or denied; (iv) any royalties or other compensation paid or to be paid under the license and the basis on which such royalties or compensation, including balancing payments, are made (*e.g.*, net sales, *ex factory* price, price per unit, etc.); (v) identification of all the technology or patents that were to be licensed or potentially licensed under the agreement (specifically including any patents to be licensed back to the licensor, *i.e.*, so-called “grant backs”); (vi) the identity of all persons involved in any such license negotiations; (vii) any other material terms of the agreement, including but not limited to covenants not to sue or assert, options; and (viii) the definition of licensed product(s).

73. Identification of Nokia declared essential patents that have been asserted against a third party or identified in negotiations as being specifically used by a third party licensee, including the name of the licensee, the patent numbers asserted, the specific standards and specifications allegedly used by the licensee, and the licensee’s product or products allegedly using the asserted declared essential patents.

74. The value of Nokia’s purportedly essential patent portfolio, whether by Nokia, on behalf of Nokia, or otherwise known to Nokia. This includes without limitation any analyses, evaluations, or studies concerning that value.

75. The value of any third party's patent portfolio or individual patent that is claimed by the patentee to be essential to any of the Defined Wireless Standards, whether by Nokia, on behalf of Nokia, or otherwise known to Nokia. This includes without limitation any analyses, evaluations, or studies concerning that value.

76. Independent determinations of whether a declared essential patent is actually essential to any of the Defined Wireless Standards, whether by Nokia, on behalf of Nokia, or otherwise known to Nokia. This includes without limitation any studies by Fairfield Resources International, Inc., David J. Goodman, and/or Robert A. Myers, and any other analyses, evaluations, or studies concerning the essentiality of any declared-essential patent.

77. Nokia's acquisition, sale, transfer, or assignment of ownership rights in IPR that Nokia claims or has claimed, believes or has believed, are or were at any point, essential to any of the Defined Wireless Standards, including without limitation: (i) who the patents were acquired from, or sold, transferred or assigned to, including without limitation, MobileMedia Ideas LLC, Qualcomm, Inc., and Eastman Kodak Company; (ii) when the acquisition, sale, transfer, or assignment occurred; (iii) what consideration, monetary or otherwise, was paid for the acquisition, sale, transfer, or assignment; and (iv) what specific ownership rights were acquired, sold, transferred or assigned.

78. Any decisions by Nokia, or discussions between Nokia and any third party, not to disclose the terms of any license agreement that purports to include a license grant to patents that are essential to any of the Defined Wireless Standards, including without limitation any reason or rationale for the decision not to disclose the terms of such a license agreement.

79. All discussions between Nokia and any member of the Defined Wireless SSOs relating to a cumulative royalty cap of 5% or otherwise on all royalties paid for patents that are

purportedly essential to one or more of the Defined Wireless Standards, and/or relating to any specific proposed royalty rates for patents that are purportedly essential to one or more of the Defined Wireless Standards, and the factors considered by Nokia for determining the cumulative royalty cap that a practicing entity of the standard with no standard essential IPR would be required to pay in aggregate to all IPR owners declaring essential patents to the standard.

80. Nokia's discussions with Motorola, Ericsson (Telefonaktiebolaget LM Ericsson), Siemens, and/or any other ETSI member regarding the grant of royalty-free cross-licenses for purportedly essential patent portfolios, and/or the FRAND or RAND royalty rates to be charged for licenses of patents purportedly essential to any of the Defined Wireless Standards.

81. Nokia's actual or potential agreements with any member of the Defined Wireless SSOs to cross-license to each other any patents purportedly essential to any of the Defined Wireless Standards on royalty-free terms, and/or to refrain from cross-licensing with other members of the Defined Wireless SSOs or adopters of the Defined Wireless Standards on royalty-free terms, and/or the FRAND or RAND royalty rates to be charged for licenses of patents purportedly essential to any of the Defined Wireless Standards.

NOKIA'S PARTICIPATION IN STANDARDS-SETTING

82. The identity and title of any current or former Nokia employees or agents involved in Nokia's participation in the Defined Wireless SSOs, and the nature of their involvement.

83. Nokia's policies or procedures for determining whether and when to submit a proposal, change request, or other technical submission to a working group or body operating under the auspices of any of the Defined Wireless SSOs.

84. Nokia's assessment, consideration, or positions on IPR practices, policies or procedures of the Defined Wireless SSOs, including without limitation, Nokia's: (i) determination of whether and when to disclose the existence of Nokia's purportedly-essential IPR to a working group or body operating under the auspices of any of the Defined Wireless SSOs; (ii) determination of whether and when to make a formal declaration, including to submit a letter of assurance, to any Defined Wireless SSO; (iii) understanding of the role of proportionality in the licensing of any essential IPR; (iv) understanding of capped, aggregate, or cumulative reasonable licensing terms for essential IPR; and (v) reaction and response to the over-declaration of essential IPR.

85. Nokia's incentive or award policies for inventors who file patents, and for patents that may be declared essential to a standard.

86. Nokia's compliance with the IPR practices, policies, or procedures of the Defined Wireless SSOs.

87. Nokia's evaluations or analyses of the relative advantages and disadvantages of any actual or potential alternative technologies to those Nokia or any party acting on behalf of Nokia has successfully proposed for inclusion in any of the Defined Wireless Standards. This includes without limitation: (i) the following alternative technical proposals for the UMTS standard: OFDMA (also known as the Beta Proposal), Wideband TDMA (also known as the Gamma Proposal), Wideband TDMA/CDMA (also known as the Delta Proposal), and ODMA (also known as the Epsilon Proposal); (ii) Ericsson's 2001 proposal described by TSG-RAN WG2 in document R2-010755; (iii) DeTeMobil's proposal for re-organization of GSM 03.60 (Stage 2); and (iv) technology included in any EFR speech codec, including but not limited to, proposals for EFR speech codec selection from Motorola, AT&T, CNET or France Telecom, BT

(or British Telecommunications), TeleDenmark, Texas Instruments, and NEC Corporation, *see* TDOCS SMG 511/95.

88. Nokia's reaction and positions in response to Motorola's initial resistance to complying with ETSI's IPR policy during the GSM standardization process, including but not limited to, any public statements by Nokia, and any internal discussions within Nokia concerning Motorola's resistance to complying with ETSI's IPR policy.

89. Nokia's reactions and positions in response to Ericsson's and Qualcomm's initial resistance to complying with ETSI's IPR policy during the UMTS standardization process, including without limitation, any internal or public statements or discussions by Nokia concerning Ericsson's and Qualcomm's resistance to complying with ETSI's IPR policy.

90. Nokia's participation in the "Minimum Change Optimum Impact" proposal submitted to ETSI by Nokia, Motorola, Ericsson (Telefonaktiebolaget LM Ericsson), and Siemens.

91. All actual or potential litigation or arbitration threatened or filed by or against Nokia in which: (i) any party has alleged or asserted claims, counterclaims, or defenses contending that another party has engaged in improper conduct before an SSO; or (ii) the dispute has involved the licensing of purportedly essential technologies at FRAND or RAND royalty terms.

NOKIA'S CHANGE IN MANAGEMENT

92. Nokia's replacement in September 2010 of its Chief Executive Officer, Mr. Olli-Pekka Kallasvuo, with Mr. Stephen Elop, including but not limited to, Nokia's consideration of the commercial success of the iPhone and/or Nokia's own lagging smartphone sales in making that replacement.

93. Nokia's announcement in September 2010 of Mr. Jorma Ollila's plan to resign as Chairman of Nokia's Board of Directors once Mr. Stephen Elop transitions into the role of Chief Executive Officer, including but not limited to, the commercial success of the iPhone and/or Nokia's own lagging smartphone sales as considerations in that plan and announcement.

94. Nokia's announcement in September 2010 of the resignation of Mr. Anssi Vanjoki, former head of Mobile Solutions at Nokia, including but not limited to, the commercial success of the iPhone and/or Nokia's own lagging smartphone sales as considerations in that resignation and announcement.

STANDARDS-SETTING RELATED TO NOKIA PATENTS-IN-SUIT

95. Facts and circumstances concerning the adoption of any standard or technical specification relevant to any of Nokia's Patents-In-Suit, including without limitation any standard or technical specification to which a Nokia Patent-In-Suit has been declared essential. This includes without limitation the below listed standards and technical specifications as well as any standard or technical specification that is a predecessor or successor to those listed. This also includes without limitation submissions to, proposals to, communications with, presentations to, or participation in any standards setting body or meeting by any Person, including without limitation by Nokia. This also includes without limitation any proposed or candidate technologies that were proposed but not adopted.

AA. Technical specifications related to measurement reporting, acknowledgments, and polling codes, including without limitation 3GPP TSs

04.18 and 44.018
04.60 and 44.060; and
05.08 and 45.008.

BB. Technical specifications related to virtual data communication channels, including without limitation 3GPP TSs

03.60 and 23.060;
25.331;

and IEEE Std.

802.11-2007 § 5.

- CC. Technical specifications related to data transmissions in radio blocks utilizing fill bits, including without limitation 3GPP TSs

04.60 and 44.060

and IEEE Std.

802.11a-1999 § 17.

- DD. Technical specifications related to variable rate data transmissions, including without limitation 3GPP TS

25.211.

- EE. Technical specifications related to channel coding and speech coding, including without limitation 3GPP TSs

05.03 and 45.003;
06.10 and 46.010;
06.20 and 46.020;
06.60 and 46.060; and
06.90 and 26.090.

- FF. Technical specifications related to securing the integrity or security of a message or messages in a telecommunications network, user terminal, or mobile station, including without limitation 3GPP TSs:

24.008;
25.201;
25.301;
25.321;
25.322;
25.331;
25.332;
25.413;
33.102;
33.105; and
33.401.

GG. Channel coding or speech coding standards or specifications for PCS 1900, the US-1 codec, or the NPAG codec. This includes without limitation PCS Air Interface Specification J-STD-007.

96. The facts, circumstances, and timing concerning Nokia's decision to declare, or not declare, the Patents-In-Suit to be essential to any standard or technical specification. This includes without limitation the standards and technical specifications listed in Topic 95.

97. The facts, circumstances, and timing concerning Nokia's decision to disclose, or not disclose, the Patents-In-Suit to any SSO. This includes without limitation the SSOs responsible for the standards or technical specifications listed in Topic 95.

98. To the extent not duplicative of other Topics, facts and circumstances concerning the adoption of any standard that concerns or includes the below-listed technology. This includes without limitation submissions to, proposals to, communications with, presentations to, or participation in any standards setting body or meeting by any person, including without limitation Nokia. This includes without limitation any proposed or candidate technologies that were proposed but not adopted.

HH. Measurement reporting, acknowledgments, and polling codes.

II. Virtual data communication channels, data transmissions in radio blocks utilizing fill bits, and variable rate data transmissions.

JJ. Channel coding or speech coding.

KK. Integrity protection algorithms, ciphering algorithms, or message authentication codes; technology that otherwise secures the integrity or security of a message or messages in a telecommunications network, user terminal, or mobile station.

99. The identity, by Bates number, of all of Nokia's IPR declarations concerning the Nokia Patents-In-Suit or to the following technology:

LL. Measurement reporting, acknowledgments, and polling codes.

- MM. Virtual data communication channels, data transmissions in radio blocks utilizing fill bits, and variable rate data transmissions.
- NN. Channel coding or speech coding.
- OO. Integrity protection algorithms, ciphering algorithms, or message authentication codes; technology that otherwise secures the integrity or security of a message or messages in a telecommunications network, user terminal, or mobile station.

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

CERTIFICATE OF SERVICE

I, David E. Moore, hereby certify that on December 15, 2010, the attached document was electronically filed with the Clerk of the Court using CM/ECF which will send notification to the registered attorney(s) of record that the document has been filed and is available for viewing and downloading.

I hereby certify that on December 15, 2010, the attached document was electronically mailed to the following person(s)

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