

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE

NOKIA CORPORATION, )  
)  
Plaintiff, )  
)  
v. )  
)  
APPLE INC., )  
)  
Defendant. )

C.A. No. 09-791 (GMS)

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APPLE INC., )  
)  
Counterclaim Plaintiff, )  
)  
v. )  
)  
NOKIA CORPORATION and NOKIA INC., )  
)  
Counterclaim Defendants. )

**NOKIA CORPORATION’S AND NOKIA INC.’S  
ANSWER TO APPLE INC.’S FOURTH AMENDED COUNTERCLAIMS**

Defendants Nokia Corporation and Nokia Inc. (collectively, “Nokia”) hereby respond to Counterclaim-Plaintiff Apple Inc.’s (“Apple”) Fourth Amended Counterclaims (D.I. 268) as follows:

**NATURE OF THE ACTION**

1. Nokia denies the allegations contained in Paragraph 1 of Apple’s Counterclaims.
2. Nokia admits the allegations contained in Paragraph 2 of Apple’s Counterclaims.
3. Nokia admits the allegations contained in Paragraph 3 of Apple’s Counterclaims.

4. Nokia admits the allegations contained in Paragraph 4 of Apple's Counterclaims.

5. Nokia admits that the ETSI IPR Policy contains rules regarding the disclosure of essential IPR, and that those rules obligate members to use their reasonable endeavors to inform ETSI of essential IPRs in a timely manner. Nokia is without knowledge or information sufficient to form a belief as to the remaining allegations contained in Paragraph 5 of Apple's Counterclaims, and on that basis, denies them.

6. Nokia admits that an IPR holder that has voluntarily undertaken to license its IPRs on F/RAND terms (instead of keeping the inventions proprietary) has irrevocably committed to allow the standard to be implemented under its IPR on F/RAND basis and thereby waived – absent exceptional circumstances – its legally defined right to exclude others from practicing the standard under its IPR. Nokia further admits that this also means that the IPR holder cannot use its hold-up power resulting from the incorporation of its technology into the standard and the IPR holder's right to exclude to extort royalties that do not comply with F/RAND. Nokia further admits that in return for the right to practice the standard under the essential IPRs, the parties must agree upon appropriate F/RAND terms and conditions, and that implementing manufacturers have the obligation to pay F/RAND compensation for the IPR used (to the extent not invalid or unenforceable). Except as otherwise admitted, Nokia denies the allegations contained in Paragraph 6 of Apple's Counterclaims.

7. Nokia denies the allegations contained in Paragraph 7 of Apple's Counterclaims.

8. Nokia admits that it has declared each of the patents-in-suit as essential to the GSM, UMTS, and/or 802.11 Standards, where applicable, and undertaken – in accordance

with the applicable rules of the standard setting organizations (“SSO”) – to grant licenses under each of the patents-in-suit on fair, reasonable, and nondiscriminatory (“FRAND”) terms and conditions (in some cases, alternatively referred to as “reasonable and non-discriminatory,” or “RAND,” terms). Except as otherwise admitted, Nokia denies the allegations contained in Paragraph 8 of Apple’s Counterclaims.

9. Nokia admits that an IPR holder that has voluntarily undertaken to license its IPRs on F/RAND terms has irrevocably committed to allow the standard to be implemented under its IPR on F/RAND basis and thereby waived – absent exceptional circumstances – its legally defined right to exclude others from practicing the standard under its IPR. Nokia further admits that in return for the right to practice the standard under the essential IPRs, implementing manufacturers have the obligation to pay F/RAND compensation for the IPR used (to the extent not invalid or unenforceable). Except as otherwise admitted, Nokia denies the allegations contained in Paragraph 9 of Apple’s Counterclaims.

10. Nokia admits that prior to filing this Complaint, it made various offers to Apple for the F/RAND terms and conditions of a license agreement under which each of the patents-in-suit could be licensed either individually or together with other Nokia essential patents (i.e., a portfolio license). In its offers to Apple, Nokia has specified both a portfolio rate and an average per-patent royalty rate which Apple could have accepted within a reasonable time for each of the patents-in-suit. Except as otherwise admitted, Nokia denies the allegations contained in Paragraph 10 of Apple’s Counterclaims.

11. Nokia denies the allegations contained in Paragraph 11 of Apple’s Counterclaims.

12. Nokia denies the allegations contained in Paragraph 12 of Apple's Counterclaims.

### **PARTIES**

13. Nokia is without knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 13 of Apple's Counterclaims, and on that basis, denies them.

14. Nokia admits that Apple sells products including personal computers, portable digital music players, mobile communications devices, and other products and services. Except as otherwise admitted, Nokia denies the allegations contained in Paragraph 14 of Apple's Counterclaims.

15. Nokia denies that Nokia, Inc.'s principal place of business is located in Texas. Nokia admits the remaining allegations contained in Paragraph 15 of Apple's Counterclaims.

16. Nokia admits the allegations contained in Paragraph 16 of Apple's Counterclaims.

### **JURISDICTION AND VENUE**

17. Nokia admits that this Court has jurisdiction over Apple's counterclaims to the extent Apple's claims relate to Nokia's United States patents. Nokia denies that this Court has jurisdiction to adjudicate Apple's claims to the extent they relate to Nokia's foreign patents.

18. Nokia admits that Apple and Nokia are citizens of different states. Nokia further admits that Apple seeks in excess of \$75,000 through its Counterclaims, but Nokia denies that Apple is entitled to any judgment against Nokia in any sum or sums whatsoever, including damages, injunctive relief, declaratory relief, prejudgment interest, post-judgment interest, costs,

attorneys' fees, or any of the other various forms of relief requested. Except as otherwise admitted, Nokia denies the allegations contained in Paragraph 18 of Apple's Counterclaims.

19. Because Paragraph 19 purports to assert legal conclusions, Nokia is not obligated to respond and, on that basis, denies the allegations contained in Paragraph 19 of Apple's Counterclaims.

20. Nokia admits that this Court may exercise personal jurisdiction over Nokia. Except as otherwise admitted, Nokia denies the allegations contained in Paragraph 20 of Apple's Counterclaims.

21. Nokia admits that venue is proper in this District.

### **BACKGROUND**

22. Nokia admits that Apple sells mobile communications devices such as the Apple iPhone, Apple iPhone 3G, and Apple iPhone 3GS. Nokia is without knowledge or information sufficient to form a belief as to the remaining allegations contained in Paragraph 22 of Apple's Counterclaims, and on that basis, denies them.

23. Nokia admits that Apple sells mobile communications devices in the United States, Canada, Europe, and Asia. Nokia is without knowledge or information sufficient to form a belief as to the remaining allegations contained in Paragraph 23 of Apple's Counterclaims, and on that basis, denies them.

24. Nokia admits that it is the world's largest manufacturer of mobile telephones and that its mobile telephones compete with Apple's iPhones. Nokia also admits that it manufactures smartphones and devices in Nokia's ESeries, NSeries and 5000 Series that include email, Internet, and multimedia capability. Except as otherwise admitted, Nokia denies the allegations contained in Paragraph 24 of Apple's Counterclaims.

25. Nokia admits that the quote set out in Paragraph 25 appeared in the Guardian on September 3, 2009. Except as otherwise admitted, Nokia denies the allegations contained in Paragraph 25 of Apple's Counterclaims.

26. Nokia admits that its market share in the fourth quarter of 2008 was 40.8%. Nokia is without knowledge or information sufficient to form a belief as to the remaining allegations contained in Paragraph 26 of Apple's Counterclaims, and on that basis, denies them.

27. Nokia admits that it launched the N97 in June 2009 and that Nokia has sold millions of N97s since that time. Nokia is without knowledge or information sufficient to form a belief as to the remaining allegations contained in Paragraph 27 of Apple's Counterclaims, and on that basis, denies them.

28. Nokia admits that its market share in the third quarter of 2009 was 39.3%. Except as otherwise admitted, Nokia denies the allegations contained in Paragraph 28 of Apple's Counterclaims.

29. Nokia denies the allegations contained in Paragraph 29 of Apple's Counterclaims.

30. Nokia admits the allegations contained in the first sentence of Paragraph 30. Nokia also admits that its handsets include "a computer chipset that enables the handset to communicate with the carriers' networks," and that Nokia purchases such chipsets from third-party manufacturers. Except as otherwise admitted, Nokia denies the allegations contained in Paragraph 30 of Apple's Counterclaims.

31. Nokia admits the allegations contained in Paragraph 31 of Apple's Counterclaims.

32. Nokia admits that technical standards are important to wireless technologies, that technical standards are generally published and available to members of the wireless industry, and that wireless standards encourage investment in standards-compliant products. Except as otherwise admitted, Nokia denies the allegations contained in Paragraph 32 of Apple's Counterclaims.

33. Nokia admits that adoption of wireless standards, in general, tend to lower costs of producing standards-compliant products due to economies of scale and permit multiple manufacturers to enter the market for standards compliant products. Except as otherwise admitted, Nokia denies the allegations contained in Paragraph 33 of Apple's Counterclaims.

34. Nokia admits that adoption of wireless standards can lead in some circumstances to the risk of patent hold-up. Except as otherwise admitted, Nokia denies the allegations contained in Paragraph 34 of Apple's Counterclaims.

35. Nokia admits that, once a standard is widely adopted, there can be switching costs involved if the standard must be changed. Except as otherwise admitted, Nokia denies the allegations contained in Paragraph 35 of Apple's Counterclaims.

36. Nokia admits that the SSO's relevant to this action have adopted Patent or IPR policies and states that those policies speak for themselves. Except as otherwise admitted, Nokia denies the allegations contained in Paragraph 36 of Apple's Counterclaims.

37. Nokia admits that the ETSI IPR Policy contains rules regarding the disclosure of essential IPR and rules regarding their licensing on FRAND terms. Nokia further admits that members are obligated to use their reasonable endeavors to inform ETSI of essential IPRs in a timely manner, and voluntarily undertake to grant licenses on FRAND terms and

conditions. Except as otherwise admitted, Nokia denies the allegations contained in Paragraph 37 of Apple's Counterclaims.

38. Nokia admits that the ETSI IPR Policy contains rules regarding the disclosure of essential IPR and rules regarding their licensing on FRAND terms. Nokia further admits that members are obligated to use their reasonable endeavors to inform ETSI of essential IPRs in a timely manner, and voluntarily undertake to grant licenses on FRAND terms and conditions. Except as otherwise admitted, Nokia denies the allegations contained in Paragraph 38 of Apple's Counterclaims.

39. Nokia denies the allegations contained in Paragraph 39 of Apple's Counterclaims.

40. Nokia admits the allegations contained in Paragraph 40 of Apple's Counterclaims.

41. Nokia admits the allegations contained in Paragraph 41 of Apple's Counterclaims.

42. Nokia admits the allegations contained in Paragraph 42 of Apple's Counterclaims.

43. Nokia admits the allegations contained in Paragraph 43 of Apple's Counterclaims.

44. Nokia admits the allegations contained in Paragraph 44 of Apple's Counterclaims.

45. Nokia admits the allegations contained in Paragraph 45 of Apple's Counterclaims.



46. Nokia admits the allegations contained in Paragraph 46 of Apple's Counterclaims.
47. Nokia admits the allegations contained in Paragraph 47 of Apple's Counterclaims.
48. Nokia admits the allegations contained in Paragraph 48 of Apple's Counterclaims.
49. Nokia admits the allegations contained in Paragraph 49 of Apple's Counterclaims.
50. Nokia admits that some smartphones include Wi-Fi compatibility. Except as otherwise admitted, Nokia denies the allegations contained in Paragraph 50 of Apple's Counterclaims.
51. Nokia admits the allegations contained in Paragraph 51 of Apple's Counterclaims.
52. Nokia admits the allegations contained in Paragraph 52 of Apple's Counterclaims.
53. Nokia denies the allegations contained in Paragraph 53 of Apple's Counterclaims.
54. Nokia denies the allegations contained in Paragraph 54 of Apple's Counterclaims.
55. Nokia denies the allegations contained in Paragraph 55 of Apple's Counterclaims.
56. Nokia denies the allegations contained in Paragraph 56 of Apple's Counterclaims.

57. Nokia admits the allegations contained in Paragraph 57 of Apple's Counterclaims.

58. Nokia states that Clause 4 of the ETSI IPR Policy speaks for itself. Except as otherwise admitted, Nokia denies the allegations contained in Paragraph 58 of Apple's Counterclaims.

59. Nokia states that Clause 6 of the ETSI IPR Policy speaks for itself. Except as otherwise admitted, Nokia denies the allegations contained in Paragraph 59 of Apple's Counterclaims.

60. Nokia states that Clause 8 of the ETSI IPR Policy speaks for itself. Except as otherwise admitted, Nokia denies the allegations contained in Paragraph 60 of Apple's Counterclaims.

61. Nokia states that Clause 3.1 of the ETSI IPR Policy speaks for itself. Except as otherwise admitted, Nokia denies the allegations contained in Paragraph 61 of Apple's Counterclaims.

62. Nokia admits that it has been a member of ETSI at all relevant times. Nokia further states that the ETSI Rules of Procedure and the ETSI IPR Policy speak for themselves. Except as otherwise admitted, Nokia denies the allegations contained in Paragraph 62 of Apple's Counterclaims.

63. Nokia admits the allegations contained in Paragraph 63 of Apple's Counterclaims.

64. Nokia denies the allegations contained in Paragraph 64 of Apple's Counterclaims.

a. Nokia denies the allegations contained in the first sentence of section (a) in Paragraph 64 of Apple's Counterclaims. Nokia admits that it participated in SA WG3 and TSG-RAN #11, and that it made contributions to those working groups, but denies that it improperly failed to disclose essential IPR. Except as otherwise admitted, Nokia denies the allegations contained in section (a) in Paragraph 64 of Apple's Counterclaims.

b. Nokia denies the allegations contained in the first sentence of section (b) in Paragraph 64 of Apple's Counterclaims. Nokia admits that it participated in SMG2-32, SMG2-33, and SMG2-32, and that it made contributions to those working groups, but denies that it improperly failed to disclose essential IPR. Except as otherwise admitted, Nokia denies the allegations contained in section (b) in Paragraph 64 of Apple's Counterclaims.

c. Nokia denies the allegations contained in the first sentence of section (c) in Paragraph 64 of Apple's Counterclaims. Nokia admits that it participated in SMG2-19, but denies that it improperly failed to disclose essential IPR. Except as otherwise admitted, Nokia denies the allegations contained in section (c) in Paragraph 64 of Apple's Counterclaims.

d. Nokia denies the allegations contained in the first sentence of section (d) in Paragraph 64 of Apple's Counterclaims. Nokia admits that it participated in 3GPP TSG SA WG3, and that it made contributions to that working group, but denies that it improperly failed to disclose essential IPR. Except as otherwise admitted, Nokia denies the allegations contained in section (d) in Paragraph 64 of Apple's Counterclaims.

65. Nokia denies the allegations contained in Paragraph 65 of Apple's Counterclaims.

66. Nokia admits that it has declared patents essential to ETSI. Nokia further admits that in declaring patents as essential, Nokia has irrevocably committed to allow the standard to be implemented under its IPR on a F/RAND basis and thereby waived – absent exceptional circumstances – its legally defined right to exclude others from practicing the standard under its IPR. Nokia further admits that in return for the right to practice the standard under the essential IPRs, implementing manufacturers have the obligation to pay F/RAND compensation for the IPR used (to the extent not invalid or unenforceable). Except as otherwise admitted, Nokia denies the allegations contained in Paragraph 66 of Apple's Counterclaims.

67. Nokia denies the allegations contained in Paragraph 67 of Apple's Counterclaims.

68. Nokia denies the allegations contained in Paragraph 68 of Apple's Counterclaims.

69. Nokia denies the allegations contained in Paragraph 69 of Apple's Counterclaims.

70. Nokia admits that it has declared patents essential to ETSI. Nokia further admits that in declaring patents as essential, Nokia has irrevocably committed to allow the standard to be implemented under its IPR on F/RAND basis and thereby waived – absent exceptional circumstances – its legally defined right to exclude others from practicing the standard under its IPR. Nokia further admits that in return for the right to practice the standard under the essential IPRs, implementing manufacturers have the obligation to pay F/RAND

compensation for the IPR used (to the extent not invalid or unenforceable). Except as otherwise admitted, Nokia denies the allegations contained in Paragraph 70 of Apple's Counterclaims.

71. Nokia is without knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 71 of Apple's Counterclaims, and on that basis, denies them.

72. Nokia is without knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 72 of Apple's Counterclaims, and on that basis, denies them.

73. Nokia admits the allegations contained in the first sentence of Paragraph 73 of Apple's Counterclaims. Nokia further states that the IEEE's Bylaws speak for themselves. Except as otherwise admitted, Nokia denies the allegations contained in Paragraph 73 of Apple's Counterclaims.

74. Nokia states that the IEEE's Bylaws speak for themselves. Except as otherwise admitted, Nokia denies the allegations contained in Paragraph 74 of Apple's Counterclaims.

75. Nokia states that the IEEE's Bylaws speak for themselves. Except as otherwise admitted, Nokia denies the allegations contained in Paragraph 75 of Apple's Counterclaims.

76. Nokia states that the IEEE's Bylaws speak for themselves. Except as otherwise admitted, Nokia denies the allegations contained in Paragraph 76 of Apple's Counterclaims.

77. Nokia is without knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 77 of Apple's Counterclaims, and on that basis, denies them.

78. Nokia admits the allegations contained in Paragraph 78 of Apple's Counterclaims.

79. Nokia admits the allegations contained in Paragraph 79 of Apple's Counterclaims.

80. Nokia denies the allegations contained in Paragraph 80 of Apple's Counterclaims.

81. Nokia denies the allegations contained in Paragraph 81 of Apple's Counterclaims.

82. Nokia admits that it has submitted letters of assurance for certain of the patents-in-suit pursuant to the IEEE-SA Bylaws. Nokia further admits that in so doing, Nokia has irrevocably committed to allow the standard to be implemented under its IPR on a F/RAND basis and thereby waived – absent exceptional circumstances – its legally defined right to exclude others from practicing the standard under its IPR. Nokia further admits that in return for the right to practice the standard under the essential IPRs, implementing manufacturers have the obligation to pay F/RAND compensation for the IPR used (to the extent not invalid or unenforceable). Except as otherwise admitted, Nokia denies the allegations contained in Paragraph 82 of Apple's Counterclaims.

83. Nokia is without knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 83 of Apple's Counterclaims, and on that basis, denies them.

84. Nokia is without knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 84 of Apple's Counterclaims, and on that basis, denies them.

85. Nokia denies the allegations contained in Paragraph 85 of Apple's Counterclaims.

86. Nokia admits the allegations contained in Paragraph 86 of Apple's Counterclaims.

87. Nokia denies the allegations contained in Paragraph 87 of Apple's Counterclaims.

88. Nokia is without knowledge or information sufficient to form a belief as to the allegations contained in the first sentence of Paragraph 88 of Apple's Counterclaims, and on that basis, denies them. Nokia denies the remaining allegations contained in Paragraph 88 of Apple's Counterclaims.

89. Nokia admits that it made a FRAND offer to Apple in or about spring 2008, and that Apple rejected that offer. Nokia further admits that it proposed that Apple grant Nokia a license to certain Apple non-essential patents. Except as otherwise admitted, Nokia denies the allegations contained in Paragraph 89 of Apple's Counterclaims.

90. Nokia admits that it made a FRAND offer to Apple in or about May 2009, and that Apple rejected that offer. Except as otherwise admitted, Nokia denies the allegations contained in Paragraph 90 of Apple's Counterclaims.

91. Nokia admits that it made a FRAND offer to Apple in or about September 2009, and that Apple rejected that offer. Except as otherwise admitted, Nokia denies the allegations contained in Paragraph 91 of Apple's Counterclaims.

92. Nokia admits that, in the course of negotiations with Apple, Nokia informed Apple that it was unable to disclose the terms of licenses Nokia entered into with third parties because of confidentiality provisions in those licenses. Nokia further admits that Nokia and Apple entered into a Non-Disclosure Agreement in connection with the parties' license negotiations. Except as otherwise admitted, Nokia denies the allegations contained in Paragraph 92 of Apple's Counterclaims.

93. Nokia denies the allegations contained in Paragraph 93 of Apple's Counterclaims.

94. Nokia is without knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 94 of Apple's Counterclaims, and on that basis, denies them.

95. Nokia is without knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 95 of Apple's Counterclaims, and on that basis, denies them.

96. Nokia is without knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 96 of Apple's Counterclaims, and on that basis, denies them.

97. Nokia is without knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 97 of Apple's Counterclaims, and on that basis, denies them.

98. Nokia is without knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 98 of Apple's Counterclaims, and on that basis, denies them.



99. Nokia admits the allegations contained in Paragraph 99 of Apple's Counterclaims.

100. Because Paragraph 100 purports to assert legal conclusions, Nokia is not obligated to respond and, on that basis, denies the allegations contained in Paragraph 100 of Apple's Counterclaims.

101. Nokia admits that GSM, GPRS, EDGE, UMTS and WLAN are used throughout the world. Except as otherwise admitted, Nokia denies the allegations contained in Paragraph 101 of Apple's Counterclaims.

102. Nokia denies the allegations contained in Paragraph 102 of Apple's Counterclaims.

103. Nokia denies the allegations contained in Paragraph 103 of Apple's Counterclaims.

104. Nokia denies the allegations contained in Paragraph 104 of Apple's Counterclaims.

105. Nokia denies the allegations contained in Paragraph 105 of Apple's Counterclaims.

106. Nokia denies the allegations contained in Paragraph 106 of Apple's Counterclaims.

**CLAIMS FOR RELIEF  
FIRST CAUSE OF ACTION  
(Breach of Contract – F/RAND)**

107. Nokia incorporates by reference its responses to Paragraphs 1 through 106 as if fully set forth herein.

108. Nokia admits that an IPR holder that has voluntarily undertaken to license its IPRs on F/RAND terms (instead of keeping the inventions proprietary) has irrevocably committed to allow the standard to be implemented under its IPR on F/RAND basis and thereby waived – absent exceptional circumstances – its legally defined right to exclude others from practicing the standard under its IPR. Nokia further admits that in return for the right to practice the standard under the essential IPRs, implementing manufacturers have the obligation to pay F/RAND compensation for the IPR used (to the extent not invalid or unenforceable). Except as otherwise admitted, Nokia denies the allegations contained in Paragraph 108 of Apple’s Counterclaims.

109. Nokia admits that it has submitted letters of assurance for certain of the patents-in-suit pursuant to the IEEE-SA Bylaws. Nokia further admits that in so doing, Nokia has irrevocably committed to allow the standard to be implemented under its IPR on F/RAND basis and thereby waived – absent exceptional circumstances – its legally defined right to exclude others from practicing the standard under its IPR. Nokia further admits that in return for the right to practice the standard under the essential IPRs, implementing manufacturers have the obligation to pay F/RAND compensation for the IPR used (to the extent not invalid or unenforceable). Except as otherwise admitted, Nokia denies the allegations contained in Paragraph 109 of Apple’s Counterclaims.

110. Because Paragraph 110 purports to assert legal conclusions, Nokia is not obligated to respond and, on that basis, denies the allegations contained in Paragraph 110 of Apple’s Counterclaims.

111. Nokia denies the allegations contained in Paragraph 111 of Apple’s Counterclaims.

112. Nokia denies the allegations contained in Paragraph 112 of Apple's Counterclaims.

113. Nokia denies the allegations contained in Paragraph 113 of Apple's Counterclaims.

114. Nokia admits that Apple purports to invoke the Court's equitable powers to address this Cause of Action, but Nokia denies that Apple is entitled to the relief requested. Except as otherwise admitted, Nokia denies the allegations contained in Paragraph 114 of Apple's Counterclaims.

**SECOND CAUSE OF ACTION**  
**(Promissory Estoppel)**

115. Nokia incorporates by reference its responses to Paragraphs 1 through 114 as if fully set forth herein.

116. Nokia admits that an IPR holder that has voluntarily undertaken to license its IPRs on F/RAND terms (instead of keeping the inventions proprietary) has irrevocably committed to allow the standard to be implemented under its IPR on F/RAND basis and thereby waived – absent exceptional circumstances – its legally defined right to exclude others from practicing the standard under its IPR. Nokia further admits that in return for the right to practice the standard under the essential IPRs, implementing manufacturers have the obligation to pay F/RAND compensation for the IPR used (to the extent not invalid or unenforceable). Except as otherwise admitted, Nokia denies the allegations contained in Paragraph 116 of Apple's Counterclaims.

117. Nokia denies the allegations contained in Paragraph 117 of Apple's Counterclaims.

118. Nokia denies the allegations contained in Paragraph 118 of Apple's Counterclaims.

119. Nokia denies the allegations contained in Paragraph 119 of Apple's Counterclaims.

120. Nokia denies the allegations contained in Paragraph 120 of Apple's Counterclaims.

121. Nokia admits that Apple purports to invoke the Court's equitable powers to address this Cause of Action, but Nokia denies that Apple is entitled to the relief requested. Except as otherwise admitted, Nokia denies the allegations contained in Paragraph 121 of Apple's Counterclaims.

**THIRD CAUSE OF ACTION**  
**(Violation of Section 2 of the Sherman Act, 15 U.S.C. § 2)**

122. Nokia restates and incorporates by reference its answers to the allegations in Paragraphs 1 through 121 as if set forth fully herein.

123. Nokia denies the allegations contained in paragraph 123 of Apple's Counterclaims.

124. Nokia denies the allegations contained in Paragraph 124 of Apple's Counterclaims.

125. Nokia denies the allegations contained in Paragraph 125 of Apple's Counterclaims.

126. Nokia denies the allegations contained in Paragraph 126 of Apple's Counterclaims.

127. Nokia denies the allegations contained in Paragraph 127 of Apple's Counterclaims.

128. Nokia denies the allegations contained in Paragraph 128 of Apple's Counterclaims.

**FOURTH CAUSE OF ACTION**  
**(Declaratory Judgment that Nokia's Offers Have Not Been on F/RAND Terms)**

129. Nokia restates and incorporates by reference its answers to the allegations in Paragraphs 1 through 128 as if set forth fully herein.

130. Nokia denies the allegations contained in Paragraph 130 of Apple's Counterclaims.

131. Nokia denies the allegations contained in Paragraph 131 of Apple's Counterclaims.

132. Nokia denies the allegations contained in Paragraph 132 of Apple's Counterclaims.

**FIFTH CAUSE OF ACTION**  
**(Declaratory Judgment of No Entitlement to Injunctive Relief)**

133. Nokia restates and incorporates by reference its answers to the allegations in Paragraphs 1 through 132 as if set forth fully herein.

134. Nokia denies the allegations contained in Paragraph 134 of Apple's Counterclaims.

135. Nokia denies the allegations contained in Paragraph 135 of Apple's Counterclaims.

136. Nokia denies the allegations contained in Paragraph 136 of Apple's Counterclaims.

**SIXTH CAUSE OF ACTION**  
**(Declaratory Judgment of Patent Misuse)**

137. Nokia restates and incorporates by reference its answers to the allegations in Paragraphs 1 through 136 as if set forth fully herein.

138. Nokia admits that it has sued Apple for patent infringement and that Apple disputes its infringement of the patents Nokia has asserted in this action. Except as otherwise admitted, Nokia denies the allegations contained in Paragraph 138 of Apple's Counterclaims.

139. Nokia denies the allegations contained in Paragraph 139 of Apple's Counterclaims.

140. Nokia denies the allegations contained in Paragraph 140 of Apple's Counterclaims.

141. Nokia denies the allegations contained in Paragraph 141 of Apple's Counterclaims.

142. Nokia denies the allegations contained in Paragraph 142 of Apple's Counterclaims.

**SEVENTH CAUSE OF ACTION**  
**(Declaratory Judgment of Non-Infringement of the '465 Patent)**

143. Nokia restates and incorporates by reference its answers to the allegations in Paragraphs 1 through 142 as if set forth fully herein.

144. Nokia denies the allegations contained in Paragraph 144 of Apple's Counterclaims.

145. Nokia denies the allegations contained in Paragraph 145 of Apple's Counterclaims.

**EIGHTH CAUSE OF ACTION**  
**(Declaratory Judgment of Invalidity of the '465 Patent)**

146. Nokia restates and incorporates by reference its answers to the allegations in Paragraphs 1 through 145 as if set forth fully herein.

147. Nokia denies the allegations contained in Paragraph 147 of Apple's Counterclaims.

148. Nokia denies the allegations contained in Paragraph 148 of Apple's Counterclaims.

**NINTH CAUSE OF ACTION**  
**(Declaratory Judgment of Non-Infringement of the '178 Patent)**

149. Nokia restates and incorporates by reference its answers to the allegations in Paragraphs 1 through 148 as if set forth fully herein.

150. Nokia denies the allegations contained in Paragraph 150 of Apple's Counterclaims.

151. Nokia denies the allegations contained in Paragraph 151 of Apple's Counterclaims.

**TENTH CAUSE OF ACTION**  
**(Declaratory Judgment of Invalidity of the '178 Patent)**

152. Nokia restates and incorporates by reference its answers to the allegations in Paragraphs 1 through 151 as if set forth fully herein.

153. Nokia denies the allegations contained in Paragraph 153 of Apple's Counterclaims.

154. Nokia denies the allegations contained in Paragraph 154 of Apple's Counterclaims.

**ELEVENTH CAUSE OF ACTION**  
**(Declaratory Judgment of Non-Infringement of the '651 Patent)**

155. Nokia restates and incorporates by reference its answers to the allegations in Paragraphs 1 through 154 as if set forth fully herein.

156. Nokia denies the allegations contained in Paragraph 156 of Apple's Counterclaims.

157. Nokia denies the allegations contained in Paragraph 157 of Apple's Counterclaims.

**TWELFTH CAUSE OF ACTION**  
**(Declaratory Judgment of Invalidity of the '651 Patent)**

158. Nokia restates and incorporates by reference its answers to the allegations in Paragraphs 1 through 157 as if set forth fully herein.

159. Nokia denies the allegations contained in Paragraph 159 of Apple's Counterclaims.

160. Nokia denies the allegations contained in Paragraph 160 of Apple's Counterclaims.

**THIRTEENTH CAUSE OF ACTION**  
**(Declaratory Judgment of Non-Infringement of the '904 Patent)**

161. Nokia restates and incorporates by reference its answers to the allegations in Paragraphs 1 through 160 as if set forth fully herein.

162. Nokia denies the allegations contained in Paragraph 162 of Apple's Counterclaims.

163. Nokia denies the allegations contained in Paragraph 163 of Apple's Counterclaims.



**FOURTEENTH CAUSE OF ACTION**  
**(Declaratory Judgment of Invalidity of the '904 Patent)**

164. Nokia restates and incorporates by reference its answers to the allegations in Paragraphs 1 through 163 as if set forth fully herein.

165. Nokia denies the allegations contained in Paragraph 165 of Apple's Counterclaims.

166. Nokia denies the allegations contained in Paragraph 166 of Apple's Counterclaims.

**FIFTEENTH CAUSE OF ACTION**  
**(Declaratory Judgment of Non-Infringement of the '135 Patent)**

167. Nokia restates and incorporates by reference its answers to the allegations in Paragraphs 1 through 166 as if set forth fully herein.

168. Nokia denies the allegations contained in Paragraph 168 of Apple's Counterclaims.

169. Nokia denies the allegations contained in Paragraph 169 of Apple's Counterclaims.

**SIXTEENTH CAUSE OF ACTION**  
**(Declaratory Judgment of Invalidity of the '135 Patent)**

170. Nokia restates and incorporates by reference its answers to the allegations in Paragraphs 1 through 169 as if set forth fully herein.

171. Nokia denies the allegations contained in Paragraph 171 of Apple's Counterclaims.

172. Nokia denies the allegations contained in Paragraph 172 of Apple's Counterclaims.

**SEVENTEENTH CAUSE OF ACTION**  
**(Declaratory Judgment of Non-Infringement of the '548 Patent)**

173. Nokia restates and incorporates by reference its answers to the allegations in Paragraphs 1 through 172 as if set forth fully herein.

174. Nokia denies the allegations contained in Paragraph 174 of Apple's Counterclaims.

175. Nokia denies the allegations contained in Paragraph 175 of Apple's Counterclaims.

**EIGHTEENTH CAUSE OF ACTION**  
**(Declaratory Judgment of Invalidity of the '548 Patent)**

176. Nokia restates and incorporates by reference its answers to the allegations in Paragraphs 1 through 175 as if set forth fully herein.

177. Nokia denies the allegations contained in Paragraph 177 of Apple's Counterclaims.

178. Nokia denies the allegations contained in Paragraph 178 of Apple's Counterclaims.

**NINETEENTH CAUSE OF ACTION**  
**(Declaratory Judgment of Non-Infringement of the '727 Patent)**

179. Nokia restates and incorporates by reference its answers to the allegations in Paragraphs 1 through 178 as if set forth fully herein.

180. Nokia denies the allegations contained in Paragraph 180 of Apple's Counterclaims.

181. Nokia denies the allegations contained in Paragraph 181 of Apple's Counterclaims.

**TWENTIETH CAUSE OF ACTION**  
**(Declaratory Judgment of Invalidity of the '727 Patent)**

182. Nokia restates and incorporates by reference its answers to the allegations in Paragraphs 1 through 181 as if set forth fully herein.

183. Nokia denies the allegations contained in Paragraph 183 of Apple's Counterclaims.

184. Nokia denies the allegations contained in Paragraph 184 of Apple's Counterclaims.

**TWENTY-FIRST CAUSE OF ACTION**  
**(Declaratory Judgment of Non-Infringement of the '940 Patent)**

185. Nokia restates and incorporates by reference its answers to the allegations in Paragraphs 1 through 184 as if set forth fully herein.

186. Nokia denies the allegations contained in Paragraph 186 of Apple's Counterclaims.

187. Nokia denies the allegations contained in Paragraph 187 of Apple's Counterclaims.

**TWENTY-SECOND CAUSE OF ACTION**  
**(Declaratory Judgment of Invalidity of the '940 Patent)**

188. Nokia restates and incorporates by reference its answers to the allegations in Paragraphs 1 through 187 as if set forth fully herein.

189. Nokia denies the allegations contained in Paragraph 189 of Apple's Counterclaims.

190. Nokia denies the allegations contained in Paragraph 190 of Apple's Counterclaims.

**TWENTY-THIRD CAUSE OF ACTION**  
**(Declaratory Judgment of Non-Infringement of the '672 Patent)**

191. Nokia restates and incorporates by reference its answers to the allegations in Paragraphs 1 through 190 as if set forth fully herein.

192. Nokia denies the allegations contained in Paragraph 192 of Apple's Counterclaims.

193. Nokia denies the allegations contained in Paragraph 193 of Apple's Counterclaims.

**TWENTH-FOURTH CAUSE OF ACTION**  
**(Declaratory Judgment of Invalidity of the '672 Patent)**

194. Nokia restates and incorporates by reference its answers to the allegations in Paragraphs 1 through 193 as if set forth fully herein.

195. Nokia denies the allegations contained in Paragraph 195 of Apple's Counterclaims.

196. Nokia denies the allegations contained in Paragraph 196 of Apple's Counterclaims.

**TWENTY-FIFTH CAUSE OF ACTION**  
**(Declaratory Judgment of Non-Infringement of the '621 Patent)**

197. Nokia restates and incorporates by reference its answers to the allegations in Paragraphs 1 through 196 as if set forth fully herein.

198. Nokia denies the allegations contained in Paragraph 198 of Apple's Counterclaims.

199. Nokia denies the allegations contained in Paragraph 199 of Apple's Counterclaims.

**TWENTY-SIXTH CAUSE OF ACTION**  
**(Declaratory Judgment of Invalidity of the '621 Patent)**

200. Nokia restates and incorporates by reference its answers to the allegations in Paragraphs 1 through 199 as if set forth fully herein.

201. Nokia denies the allegations contained in Paragraph 201 of Apple's Counterclaims.

202. Nokia denies the allegations contained in Paragraph 202 of Apple's Counterclaims.

**TWENTY-SEVENTH CAUSE OF ACTION**  
**(Declaratory Judgment of Non-Infringement of the '772 Patent)**

203. Nokia restates and incorporates by reference its answers to the allegations in Paragraphs 1 through 202 as if set forth fully herein.

204. Nokia denies the allegations contained in Paragraph 204 of Apple's Counterclaims.

205. Nokia denies the allegations contained in Paragraph 205 of Apple's Counterclaims.

**TWENTY-EIGHTH CAUSE OF ACTION**  
**(Declaratory Judgment of Invalidity of the '772 Patent)**

206. Nokia restates and incorporates by reference its answers to the allegations in Paragraphs 1 through 205 as if set forth fully herein.

207. Nokia denies the allegations contained in Paragraph 207 of Apple's Counterclaims.

208. Nokia denies the allegations contained in Paragraph 208 of Apple's Counterclaims.

**TWENTY-NINTH CAUSE OF ACTION**  
**(Declaratory Judgment of Non-Infringement of the '878 Patent)**

209. Nokia restates and incorporates by reference its answers to the allegations in Paragraphs 1 through 208 as if set forth fully herein.

210. Nokia denies the allegations contained in Paragraph 210 of Apple's Counterclaims.

211. Nokia denies the allegations contained in Paragraph 211 of Apple's Counterclaims.

**THIRTIETH CAUSE OF ACTION**  
**(Declaratory Judgment of Invalidity of the '878 Patent)**

212. Nokia restates and incorporates by reference its answers to the allegations in Paragraphs 1 through 211 as if set forth fully herein.

213. Nokia denies the allegations contained in Paragraph 213 of Apple's Counterclaims.

**THIRTY-FIRST CAUSE OF ACTION**  
**(Declaratory Judgment of Non-Infringement of the '402 Patent)**

214. Nokia restates and incorporates by reference its answers to the allegations in Paragraphs 1 through 213 as if set forth fully herein.

215. Nokia denies the allegations contained in Paragraph 215 of Apple's Counterclaims.

216. Nokia denies the allegations contained in Paragraph 216 of Apple's Counterclaims.

**THIRTY-SECOND CAUSE OF ACTION**  
**(Declaratory Judgment of Invalidity of the '402 Patent)**

217. Nokia restates and incorporates by reference its answers to the allegations in Paragraphs 1 through 216 as if set forth fully herein.

218. Nokia denies the allegations contained in Paragraph 218 of Apple's Counterclaims.

219. Nokia denies the allegations contained in Paragraph 219 of Apple's Counterclaims.

**THIRTY-THIRD CAUSE OF ACTION**  
**(Infringement of U.S. Patent No. 5,634,074)**

220. Nokia restates and incorporates by reference its answers to the allegations in Paragraphs 1 through 219 as if set forth fully herein.

221. Nokia admits that the Counterclaims purport to attach a copy of the 074 Patent as Exhibit A. Nokia admits that the face of the 074 Patent states that it (i) is 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 (ii) issued on May 27, 1997. Nokia is without knowledge or information sufficient to form a belief as to whether the 074 Patent was duly and legally issued and as to any of the remaining allegations contained in Paragraph 221 of Apple's Counterclaims, and on that basis, denies the same.

222. Nokia denies the allegations contained in Paragraph 222 of Apple's Counterclaims.

223. Nokia admits that Apple identified various specific patents to Nokia prior to commencement of this lawsuit. Except as otherwise admitted, Nokia denies the allegations contained in Paragraph 223 of Apple's Counterclaims.

224. Nokia denies the allegations contained in Paragraph 224 of Apple's Counterclaims.

225. Nokia denies the allegations contained in Paragraph 225 of Apple's Counterclaims.

**THIRTY-FOURTH CAUSE OF ACTION**  
**(Infringement of U.S. Patent No. 5,555,369)**

226. Nokia restates and incorporates by reference its answers to the allegations in Paragraphs 1 through 225 as if set forth fully herein.

227. Nokia admits that the Counterclaims purport to attach a copy of the 369 Patent as Exhibit B. Nokia admits that the face of the 369 Patent states that it (i) is entitled "Method Of Creating Packages For A Pointer-Based Computer System," and (ii) issued on September 10, 1996. Nokia is without knowledge or information sufficient to form a belief as to whether the 369 Patent was duly and legally issued and as to any of the remaining allegations contained in Paragraph 227 of Apple's Counterclaims, and on that basis, denies the same.

228. Nokia denies the allegations contained in Paragraph 228 of Apple's Counterclaims.

229. Nokia admits that Apple identified various specific patents to Nokia prior to commencement of this lawsuit. Except as otherwise admitted, Nokia denies the allegations contained in Paragraph 229 of Apple's Counterclaims.

230. Nokia denies the allegations contained in Paragraph 230 of Apple's Counterclaims.

231. Nokia denies the allegations contained in Paragraph 231 of Apple's Counterclaims.



**THIRTY-FIFTH CAUSE OF ACTION**  
**(Infringement of U.S. Patent No. 6,239,795 B1)**

232. Nokia restates and incorporates by reference its answers to the allegations in Paragraphs 1 through 231 as if set forth fully herein.

233. Nokia admits that the Counterclaims purport to attach a copy of the 795 Patent as Exhibit C. Nokia admits that the face of the 795 Patent states that it (i) is entitled “Pattern And Color Abstraction In A Graphical User Interface,” and (ii) issued on May 29, 2001. Nokia is without knowledge or information sufficient to form a belief as to whether the 795 Patent was duly and legally issued and as to any of the remaining allegations contained in Paragraph 233 of Apple’s Counterclaims, and on that basis, denies the same.

234. Nokia denies the allegations contained in Paragraph 234 of Apple’s Counterclaims.

235. Nokia admits that Apple identified various specific patents to Nokia prior to commencement of this lawsuit. Except as otherwise admitted, Nokia denies the allegations contained in Paragraph 235 of Apple’s Counterclaims.

236. Nokia denies the allegations contained in Paragraph 236 of Apple’s Counterclaims.

237. Nokia denies the allegations contained in Paragraph 237 of Apple’s Counterclaims.

**THIRTY-SIXTH CAUSE OF ACTION**  
**(Infringement of U.S. Patent No. 5,315,703)**

238. Nokia restates and incorporates by reference its answers to the allegations in Paragraphs 1 through 237 as if set forth fully herein.

239. Nokia admits that the Counterclaims purport to attach a copy of the 703 Patent as Exhibit D. Nokia admits that the face of the 703 Patent states that it (i) is entitled “Object-Oriented Notification Framework System,” and (ii) issued on May 24, 1994. Nokia is without knowledge or information sufficient to form a belief as to whether the 703 Patent was duly and legally issued and as to any of the remaining allegations contained in Paragraph 239 of Apple’s Counterclaims, and on that basis, denies the same.

240. Nokia denies the allegations contained in Paragraph 240 of Apple’s Counterclaims.

241. Nokia admits that Apple identified various specific patents to Nokia prior to commencement of this lawsuit. Except as otherwise admitted, Nokia denies the allegations contained in Paragraph 241 of Apple’s Counterclaims.

242. Nokia denies the allegations contained in Paragraph 242 of Apple’s Counterclaims.

243. Nokia denies the allegations contained in Paragraph 243 of Apple’s Counterclaims.

**THIRTY-SEVENTH CAUSE OF ACTION**  
**(Infringement of U.S. Patent No. 6,189,034 B1)**

244. Nokia restates and incorporates by reference its answers to the allegations in Paragraphs 1 through 243 as if set forth fully herein.

245. Nokia admits that the Counterclaims purport to attach a copy of the 034 Patent as Exhibit E. Nokia admits that the face of the 034 Patent states that it (i) is entitled “Method And Apparatus For Dynamic Launching Of A Teleconferencing Application Upon Receipt Of A Call,” and (ii) issued on February 13, 2001. Nokia is without knowledge or information sufficient to form a belief as to whether the 034 Patent was duly and legally issued

and as to any of the remaining allegations contained in Paragraph 245 of Apple's Counterclaims, and on that basis, denies the same.

246. Nokia denies the allegations contained in Paragraph 246 of Apple's Counterclaims.

247. Nokia admits that Apple identified various specific patents to Nokia prior to commencement of this lawsuit. Except as otherwise admitted, Nokia denies the allegations contained in Paragraph 247 of Apple's Counterclaims.

248. Nokia denies the allegations contained in Paragraph 248 of Apple's Counterclaims.

249. Nokia denies the allegations contained in Paragraph 249 of Apple's Counterclaims.

**THIRTY-EIGHTH CAUSE OF ACTION**  
**(Infringement of U.S. Patent No. 7,469,381 B2)**

250. Nokia restates and incorporates by reference its answers to the allegations in Paragraphs 1 through 249 as if set forth fully herein.

251. Nokia admits that the Counterclaims purport to attach a copy of the 381 Patent as Exhibit F. Nokia admits that the face of the 381 Patent states that it (i) is entitled "List Scrolling And Document Translation, Scaling, And Rotation On A Touch-Screen Display," and (ii) issued on December 23, 2008. Nokia is without knowledge or information sufficient to form a belief as to whether the 381 Patent was duly and legally issued and as to any of the remaining allegations contained in Paragraph 251 of Apple's Counterclaims, and on that basis, denies the same.

252. Nokia denies the allegations contained in Paragraph 252 of Apple's Counterclaims.

253. Nokia admits that Apple identified various specific patents to Nokia prior to commencement of this lawsuit. Except as otherwise admitted, Nokia denies the allegations contained in Paragraph 253 of Apple's Counterclaims.

254. Nokia denies the allegations contained in Paragraph 254 of Apple's Counterclaims.

255. Nokia denies the allegations contained in Paragraph 255 of Apple's Counterclaims.

**THIRTY-NINTH CAUSE OF ACTION**  
**(Infringement of U.S. Patent No. 5,455,854)**

256. Nokia restates and incorporates by reference its answers to the allegations in Paragraphs 1 through 255 as if set forth fully herein.

257. Nokia admits that the Counterclaims purport to attach a copy of the 854 Patent as Exhibit G. Nokia admits that the face of the 854 Patent states that it (i) is entitled "Object-Oriented Telephony System," and (ii) issued on October 3, 1995. Nokia is without knowledge or information sufficient to form a belief as to whether the 854 Patent was duly and legally issued and as to any of the remaining allegations contained in Paragraph 257 of Apple's Counterclaims, and on that basis, denies the same.

258. Nokia denies the allegations contained in Paragraph 258 of Apple's Counterclaims.

259. Nokia admits that Apple identified various specific patents to Nokia prior to commencement of this lawsuit. Except as otherwise admitted, Nokia denies the allegations contained in Paragraph 259 of Apple's Counterclaims.

260. Nokia denies the allegations contained in Paragraph 260 of Apple's Counterclaims.

261. Nokia denies the allegations contained in Paragraph 261 of Apple's Counterclaims.

**FORTIETH CAUSE OF ACTION**  
**(Infringement of U.S. Patent No. 7,383,453 B2)**

262. Nokia restates and incorporates by reference its answers to the allegations in Paragraphs 1 through 261 as if set forth fully herein.

263. Nokia admits that the Counterclaims purport to attach a copy of the 453 Patent as Exhibit H. Nokia admits that the face of the 453 Patent states that it (i) is entitled "Conserving Power By Reducing Voltage Supplied To An Instruction-Processing Portion Of A Processor," and (ii) issued on June 3, 2008. Nokia is without knowledge or information sufficient to form a belief as to whether the 453 Patent was duly and legally issued and as to any of the remaining allegations contained in Paragraph 263 of Apple's Counterclaims, and on that basis, denies the same.

264. Nokia denies the allegations contained in Paragraph 264 of Apple's Counterclaims.

265. Nokia admits that Apple identified various specific patents to Nokia prior to commencement of this lawsuit. Except as otherwise admitted, Nokia denies the allegations contained in Paragraph 265 of Apple's Counterclaims.

266. Nokia denies the allegations contained in Paragraph 266 of Apple's Counterclaims.

267. Nokia denies the allegations contained in Paragraph 267 of Apple's Counterclaims.

**FORTY-FIRST CAUSE OF ACTION**  
**(Infringement of U.S. Patent No. 5,848,105)**

268. Nokia restates and incorporates by reference its answers to the allegations in Paragraphs 1 through 267 as if set forth fully herein.

269. Nokia admits that the Counterclaims purport to attach a copy of the 105 Patent as Exhibit I. Nokia admits that the face of the 105 Patent states that it (i) is entitled “GMSK Signal Processors For Improved Communications Capacity And Quality,” and (ii) issued on December 8, 1998. Nokia is without knowledge or information sufficient to form a belief as to whether the 105 Patent was duly and legally issued and as to any of the remaining allegations contained in Paragraph 269 of Apple’s Counterclaims, and on that basis, denies the same.

270. Nokia denies the allegations contained in Paragraph 270 of Apple’s Counterclaims.

271. Nokia admits that Apple identified various specific patents to Nokia prior to commencement of this lawsuit. Except as otherwise admitted, Nokia denies the allegations contained in Paragraph 271 of Apple’s Counterclaims.

272. Nokia denies the allegations contained in Paragraph 272 of Apple’s Counterclaims.

273. Nokia denies the allegations contained in Paragraph 273 of Apple’s Counterclaims.

**FORTY-SECOND CAUSE OF ACTION**  
**(Infringement of U.S. Patent No. 7,383,453 B2 as Corrected by the**  
**Certificate of Correction that Issued on June 8, 2010)**

274. Nokia restates and incorporates by reference its answers to the allegations in Paragraphs 1 through 273 as if set forth fully herein.

275. Nokia admits that the Counterclaims purport to attach a copy of a Certificate of Correction for the '453 Patent as Exhibit J. Nokia admits that the Certificate of Correction bears a date of June 8, 2010. Nokia is without knowledge or information sufficient to form a belief as to whether the Certificate of Correction was duly and legally issued and as to any of the remaining allegations contained in Paragraph 275 of Apple's Counterclaims, and on that basis, denies the same.

276. Nokia denies the allegations contained in Paragraph 276 of Apple's Counterclaims.

277. Nokia admits that Apple identified various specific patents to Nokia prior to commencement of this lawsuit. Except as otherwise admitted, Nokia denies the allegations contained in Paragraph 277 of Apple's Counterclaims.

278. Nokia denies the allegations contained in Paragraph 278 of Apple's Counterclaims.

279. Nokia denies the allegations contained in Paragraph 279 of Apple's Counterclaims.

**FORTY-FOURTH CAUSE OF ACTION**  
**(Declaratory Judgment of Unenforceability of the '904 Patent)**

280. Nokia restates and incorporates by reference its answers to the allegations in Paragraphs 1 through 279 as if set forth fully herein.

281. Nokia denies the allegations contained in Paragraph 281 of Apple's Counterclaims.

282. Nokia denies the allegations contained in Paragraph 282 of Apple's Counterclaims.

**THIRTY-SEVENTH CAUSE OF ACTION**  
**(Declaratory Judgment of Unenforceability of the '465 Patent)**

283. Nokia restates and incorporates by reference its answers to the allegations in Paragraphs 1 through 282 as if set forth fully herein.

284. Nokia denies the allegations contained in Paragraph 284 of Apple's Counterclaims.

285. Nokia denies the allegations contained in Paragraph 285 of Apple's Counterclaims.

**NOKIA'S AFFIRMATIVE DEFENSES TO APPLE'S COUNTERCLAIMS**

**First Defense (Non-Infringement)**

Apple is not entitled to any relief against Nokia because Nokia has not directly or indirectly infringed any valid claim of the '074 Patent, '369 Patent, '795 B1 Patent, '703 Patent, '034 B1 Patent, '381 B2 Patent, '854 Patent, '453 B2 Patent, '105 Patent, and '453 B2 Patent as purportedly corrected by a June 8, 2010 Certificate of Correction (collectively, the "Apple Asserted Patents").

**Second Defense (Invalidity)**

One or more of the claims of the Apple Asserted Patents are invalid for failing to meet one or more of the requisite statutory and decisional requirements and/or conditions for patentability under Title 35 of the United States Code, including without limitation, §§ 101, 102, 103, and 112.

**Third Defense (Unenforceability)**

One or more of the Apple Asserted Patents are unenforceable against Apple because of estoppel, laches, waiver, unclean hands, and/or other applicable equitable doctrines.



**Fourth Defense (Limitation of Damages)**

Apple's right to seek damages is limited, including without limitation by 35 U.S.C. §§ 286 and 287.

**Fifth Defense (License and Patent Exhaustion)**

Apple's claims for patent infringement are precluded in whole or in part (i) to the extent that any allegedly infringing products or components thereof are supplied, directly or indirectly, to Nokia by any entity or entities having express or implied licenses to the Apple Asserted Patents and/or (ii) under the doctrine of patent exhaustion.

**Sixth Defense (Waiver)**

Apple has waived its right to assert that Nokia may not seek an injunction for Apple's infringement of Nokia's essential patents.

**Seventh Defense (Estoppel)**

Apple is estopped from alleging that Nokia engaged in anticompetitive misconduct by failing to disclose declared-essential patents because Apple has engaged in similar but more egregious misconduct. Under Apple's theories asserted against Nokia in this case, Apple has improperly delayed or its disclosure or failed to disclose twelve patents that Apple believes are essential to practicing certain telecommunications standards. Apple has deliberately delayed disclosing eleven of its purportedly essential patents until the eve of the iPhone's release, and has yet to disclose a twelfth patent. Apple should be estopped from asserting that Nokia's alleged failure to properly disclose essential patents renders Nokia's conduct anticompetitive.

WHEREFORE, Nokia denies that Apple is entitled to any judgment against it in any sum or sums whatsoever, including damages, punitive damages, pre-judgment interest, post-

judgment interest, costs, attorneys' fees, injunctive or equitable relief, or any of the various other relief requested.

### **COUNTERCLAIMS**

Nokia's Counterclaim for Declaratory Judgment that Apple has Repudiated and/or Rejected the Benefits of Nokia's F/RAND commitment, pled in Paragraphs 57-64 of Nokia's Answer to Apple's First Amended Counterclaims (D.I. 66), has been re-pled as Count XI of Nokia's First Amended Complaint (D.I. 190) at Paragraphs 164-171.

### **PRAYER FOR RELIEF**

WHEREFORE, Nokia prays for judgment and seeks relief against Apple from the Court:

- (a) entering judgment in favor of Nokia and against Apple;
- (b) finding the Apple Asserted Patents to be unenforceable, invalid, and/or not infringed;
- (c) and such further relief as the Court may deem just and proper.

MORRIS, NICHOLS, ARSHT & TUNNELL LLP

*/s/ Rodger D. Smith II*

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March 28, 2011

4160588

**CERTIFICATE OF SERVICE**

I hereby certify that on March 28, 2011, I caused the foregoing to be electronically filed with the Clerk of the Court using CM/ECF, which will send notification of such filing to:

Richard L. Horwitz, Esquire  
David E. Moore, Esquire  
POTTER ANDERSON & CORROON LLP

I further certify that I caused to be served copies of the foregoing document on March 28, 2011, upon the following in the manner indicated:

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*/s/ Rodger D. Smith II*

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Rodger D. Smith II (#3778)