

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

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

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

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

**NOKIA’S FIFTH NOTICE OF DEPOSITION
TO APPLE INC. PURSUANT TO RULE 30(b)(6)**

PLEASE TAKE NOTICE THAT, pursuant to Fed. R. Civ. P. 30(b)(6), Nokia Corporation and Nokia Inc. (collectively “Nokia”), will take deposition of Apple Inc. (“Apple”) commencing on June 1, 2011, at 9:00 a.m., at the offices of Nokia’s counsel, Alston & Bird LLP, Two Palo Alto Square, 3000 El Camino Real, Suite 400, Palo Alto, CA 94306-2112, and continuing day-to-day until completed.

Apple shall designate 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 Apple. Apple is requested to provide Nokia with written notice, at least five days in advance of the deposition, of: (a) the name and employment position

of each designee who has consented to testify on behalf of Apple 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
Apple.

The examination will be taken before a Notary Public or other person authorized
to administer oaths and will be recorded stenographically and by video.

MORRIS, NICHOLS, ARSHT & TUNNELL LLP

/s/ Rodger D. Smith II

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April 27, 2011
4223632.1

ATTACHMENT A

DEFINITIONS

1. “Apple” means Apple Inc., and any of its present or former affiliates, predecessors, successors, subsidiaries (whether owned directly or indirectly), assigns, divisions and operating units thereof, employees, agents, representatives, directors, officers, and entities under common control with Apple Inc.

2. “Nokia” means Nokia Corporation and Nokia Inc, including their predecessors, successors, parents, subsidiaries (whether owned directly or indirectly), affiliates, divisions and operating units thereof, agents and entities under common control with them.

3. “Person” or “persons” shall mean an individual, corporation, proprietorship, partnership, association, or any other entity.

4. “FRAND” shall mean fair, reasonable, and non-discriminatory.

5. “RAND” shall mean reasonable and demonstrably free of any unfair discrimination.

6. “IPR(s)” means and refers to any intellectual property right and includes but is not limited to patents and patent applications.

7. “Accused Apple Product(s)” means and refers to the Apple products identified in Counts I-XVI of Nokia’s Complaint, including at least the Apple iPhone, the Apple iPhone 3G, the Apple iPhone 3GS, the Apple iPhone 4 for AT&T, the Apple iPhone 4 for Verizon, the Apple iPad, the Apple iPad 2, the Apple iPad 3G, the Apple iPad 2 3G, the Apple iPod Touch, the Apple MacBook, the Apple MacBook Pro, the Apple MacBook Air, all other Apple products with functionality that come within the scope of any claim of the Asserted Nokia Patents, and all Apple products identified in Nokia’s initial and all supplemental responses to Apple’s Interrogatory No. 20.

8. “Relevant Standards” means GSM, GPRS, EDGE, UMTS, and 802.11.

9. “SSO” means any standards-setting organization responsible for establishing technical standards related to GSM, GPRS, EDGE, UMTS, or 802.11.

TOPICS OF EXAMINATION

1. The circumstances surrounding Apple’s declaration of any Apple patents as potentially essential to any of the Relevant Standards, including the individual Apple employees involved in such declaration.

2. All statements or positions made by or taken by Apple or any of Apple’s employees, officers, agents, or representatives regarding FRAND licensing terms or FRAND licensing commitments, undertakings, or obligations, RAND licensing terms or RAND licensing commitments, undertakings, or obligations, or the rules or requirements of any SSO that relate to IPR.

3. All statements or positions made by or taken by Apple or any of Apple’s employees, officers, agents, or representatives regarding any contractual rights or obligations arising from participation in any SSO, membership in any SSO, declaration or disclosure of any patent to any SSO as essential or potentially essential, or any FRAND or RAND commitments or undertakings.

4. Any analysis by Apple of patents held by third-parties that have been declared essential to the Relevant Standards.

5. Any estimates, forecasts, reserves or provisions prepared or recorded by Apple for costs Apple would incur in connection with royalties payable on any Accused Apple Product for patents declared essential to the Relevant Standards.

6. Apple's forecasted, estimated, or projected unit sales, revenue, costs, or profit margin for any Accused Apple Product.

7. Apple's actual unit sales, revenue, costs, or profit margins for any Accused Apple Product.

8. Independent determinations of whether a declared essential patent is actually essential to any of the Relevant Standards, whether by Apple, on behalf of Apple, or otherwise known to Apple.

9. The identity and title of any current or former Apple employees or agents involved in Apple participation in an SSO, and the nature of their involvement.

10. Apple's understanding of the meaning of the IPR policies or procedures of any SSO, including any policies or procedures for complying with the IPR policies or procedures of any SSO.

11. Apple's policies and procedures for determining whether and when to declare a patent as essential to any SSO.

12. Apple's understanding of how the telecommunications industry interprets the IPR policies of any SSO.

13. Apple's participation in any SSO.

14. Apple's, or the industry's, analysis of the "available alternative technologies" identified by Apple in its Supplemental Responses to Nokia Interrogatory No. 1, including the technical merits of the technologies identified in Apple's Supplemental Responses.

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

16. Apple's evaluations or analyses of the relative advantages and disadvantages of any actual or potential alternative technologies to those Apple or any party acting on behalf of Apple has successfully proposed for inclusion in any of the Relevant Standards.

17. All actual or potential litigation or arbitration threatened or filed by or against Apple 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.

18. The facts surrounding the exclusion of competitors (including the competitors identified in Apple's Supplemental Responses to Nokia Interrogatory No. 3) from the Input Technologies Market (as defined by Apple in Paragraph 100 of Apple's Counterclaims) as a result of Nokia's alleged misconduct.

19. The facts and circumstances surrounding any increase in costs associated with the manufacture and/or sale of wireless communications devices as a result of Nokia's alleged misconduct.

20. The identity of any Nokia patent that Apple has determined is actually essential to a technical specification in the Relevant Standards.

CERTIFICATE OF SERVICE

I hereby certify that on April 27, 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 April 27, 2011, upon the following in the manner indicated:

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/s/ Rodger D. Smith II

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