

# EXHIBIT B



4. “Xerox” means, collectively and/or individually, Plaintiff-Counterclaim Defendant Xerox Corporation and its officers, directors, employees, partners, subsidiaries or affiliates.

5. “Google” means, collectively and/or individually, Defendant-Counterclaim Plaintiff Google Inc. and its officers, directors, employees, partners, corporate parent, subsidiaries or affiliates.

6. “Right Media” means, collectively and/or individually, Defendant-Counterclaim Plaintiffs Right Media Inc. and Right Media LLC, and their officers, directors, employees, partners, corporate parent, subsidiaries or affiliates.

7. “Yahoo” means, collectively and/or individually, Defendant-Counterclaim Plaintiff Yahoo! Inc. and its officers, directors, employees, partners, corporate parent, subsidiaries or affiliates.

8. “YouTube” means, collectively and/or individually, Defendant-Counterclaim Plaintiffs YouTube, Inc. and YouTube LLC, and their officers, directors, employees, partners, corporate parent, subsidiaries or affiliates.

9. “You” and “your” mean the responding defendant, *i.e.*, Google, Right Media, Yahoo or YouTube, as the case may be.

10. “Sale” or “sell” (including related grammatical forms) means any commercial transfer of a product, service, facility and/or computer software program (or any rights to distribute a product, service, facility and/or computer software program), or of any installation, support, maintenance or other related services, under any means by which a product, service, facility and/or computer software program is sold, distributed, leased, licensed, maintained or otherwise supplied.

11. “Predecessor Product” means any product, service, facility and/or computer software program whose architecture, design or code was directly or indirectly used in the creation of a subsequent product, service, facility and/or computer software program, regardless of whether such product, service, facility and/or computer software program was itself ever sold or marketed and regardless of whether such product, service, facility and/or computer software program was acquired from a third party.

12. “Content Matching Products” means collectively and/or individually, any products, services, facilities and/or computer software programs that enable the delivery and/or display of advertisements and/or other content based at least in part on the content of selected documents.

13. “Google Content Matching Products” means Content Matching Products that are sold, licensed, distributed, leased, maintained, offered or otherwise supplied by Google including, without limitation, “Google AdWords” and “Google AdSense” (including all versions or releases of Google AdWords or Google AdSense products, services, facilities and/or computer software programs, such as, without limitation, AdSense for Content, AdSense for Feeds, AdSense for search, AdSense for mobile content, AdSense for domains and AdSense for videos).

14. “Google Maps” means, collectively and/or individually, any products, services, facilities and/or computer software programs that are sold, licensed, distributed, leased, maintained, offered or otherwise supplied by Google that generate and/or display maps, user ratings, and information related to maps, addresses, directions, points of interest and/or businesses. “Google Maps” includes, without limitation, the products, services, facilities and/or computer software programs available at <http://maps.google.com> and related applications or

services for mobile devices, such as those available at <http://www.google.com/mobile/maps> and <http://m.google.com/maps>.

15. “Google Video” means, collectively and/or individually, any products, services, facilities and/or computer software programs that are sold, licensed, distributed, leased, maintained, offered or otherwise supplied by Google that host and/or display videos, information related to videos, and user reviews and/or ratings. “Google Video” includes, without limitation, the products, services, facilities and/or computer software programs available at <http://video.google.com> and related applications or services for mobile devices.

16. “Right Media Content Matching Products” means Content Matching Products that are sold, licensed, distributed, leased, maintained, offered or otherwise supplied by Right Media including, without limitation, “Right Media Exchange”.

17. “Yahoo Content Matching Products” means Content Matching Products that are sold, licensed, distributed, leased, maintained, offered or otherwise supplied by Yahoo including, without limitation, “Yahoo! Content Match”, “Yahoo! Search Marketing”, “Yahoo! Publisher Network” and “Y!Q Contextual Search”.

18. “Yahoo! Video” means, collectively and/or individually, any products, services, facilities and/or computer software programs that are sold, licensed, distributed, leased, maintained, offered or otherwise supplied by Yahoo that host and/or display videos, information related to videos, and user reviews and/or ratings. “Yahoo! Video” includes, without limitation, the products, services, facilities and/or computer software programs available at <http://video.yahoo.com> and related applications or services for mobile devices.

19. “Yahoo! Shopping” means, collectively and/or individually, any products, services, facilities and/or computer software programs that are sold, licensed, distributed, leased,

maintained, offered or otherwise supplied by Yahoo that display products for sale, information related to products, and user reviews and/or ratings. “Yahoo! Shopping” includes, without limitation, the products, services, facilities and/or computer software programs available at <http://shopping.yahoo.com> and related applications or services for mobile devices.

20. “YouTube.com” means, collectively and/or individually, any products, services, facilities and/or computer software programs that are sold, licensed, distributed, leased, maintained, offered or otherwise supplied by YouTube that host and/or display videos, information related to videos and user reviews and/or ratings. “YouTube.com” includes, without limitation, the products, services, facilities and/or computer software programs available at <http://www.youtube.com> and related applications or services for mobile devices, such as those available at <http://www.google.com/mobile/youtube> and <http://m.google.com/youtube>.

21. “’979 Accused Products” means, collectively and/or individually, Google Content Matching Products, Right Media Content Matching Products and Yahoo Content Matching Products.

22. “’994 Accused Products” means, collectively and/or individually, Google Maps, Google Video, Yahoo! Shopping, Yahoo! Video and YouTube.com.

23. “Accused Products” means, collectively and/or individually, the entire line of products, services, facilities and/or computer software programs (including Predecessor Products) and all versions and releases thereof (even if released under other names or as part of other products, services, facilities and/or computer software programs) for the ’979 Accused Products and the ’994 Accused Products, including all beta versions, portions, options and components thereof, and all associated documentation and user manuals.

24. "Related Products" means, collectively and/or individually, all products, services, facilities and/or computer software programs that are marketed, advertised, sold, licensed, distributed, leased, maintained, offered or otherwise supplied by you that in any manner include, reference, utilize, call or invoke any of the Accused Products.

25. "All", "each" and "any" mean all and any.

26. "And" and "or" shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the discovery request all responses that might otherwise be construed to be outside of its scope.

27. "Document" has the broadest possible construction and includes, but is not limited to, the original and/or any copies of any correspondence, book, pamphlet, periodical, letter, calendar or diary entry, memorandum, message, calendar or diary, telex, telegram, cable, telecopy, report, record, study, stenographic or handwritten note, working paper or draft, invoice, voucher, receipt, notice, check, statement, chart, graph, data or other compilation, map, diagram, blueprint, table, index, picture, list, promissory note, card, summary, transcript, confirmation slip, order, manual, photograph, contract, agreement, ledger, log, journal, instrument, accounting, account, corporate minutes, meeting minutes, notebook, notes, schedule, voice recording, tap, microfilm, data sheet, data processing card, disk, computer software data which can be reviewed from electronic media including but not limited to emails and metadata, memorandum and/or record of telephone conversations or face-to-face conversations, or any other written, typed, printed, recorded, transcribed, punched, taped, filmed, photographed or graphic maker, however produced or reproduced, and copies or reproductions of any of the above that differ in any respect from the original, such as copies containing marginal, handwritten or "blind-copy" notes or notations or other variations, drafts or non-identical copies. Designated documents are to be

taken as including all attachments, exhibits, enclosures, appendices and other documents that relate to or refer to such designated documents.

28. “Including” and “includes” mean “including” and “includes” without limitation.

29. “Describe”, when referring to your contentions, means state with particularity all facts, and identify all documents, relevant to such contentions.

30. “Identify” with respect to persons, means to provide, to the extent known, the person’s full name, present or last known business address, and when referring to a natural person, additionally, the present or last known place of employment.

31. “Identify” with respect to documents, means to provide, to the extent known, the (i) type of document; (ii) general subject matter; (iii) date of the document; and (iv) author(s), addressee(s) and recipient(s).

32. The use of any definition for the purposes of these requests shall not be deemed to constitute an agreement or acknowledgment on the part of Xerox that such definition is accurate, meaningful or appropriate for any other purpose in this litigation.

33. The use of the singular of any word shall include the plural and vice versa, and the use of a verb in any tense or voice shall be construed as the use of that verb in all other tenses and voices, as necessary to bring within the scope of the discovery request all responses that might otherwise be construed as outside its scope.

34. If you have any good faith objection to any part of an interrogatory, then the part objected to should be identified and a response to the remaining unobjectionable part should be provided.

35. If you have a good faith objection to any interrogatory or any part thereof based on attorney-client privilege, work product immunity, or any other privilege or immunity, you



shall provide an explanation of the basis therefore, including the specific nature of the privilege or exemption claimed and the detailed grounds for claiming such.

36. In the event that an interrogatory response requires, in whole or in part, consultation of a document which is known to have existed and cannot now be located or has been destroyed or discarded, that document shall be identified by:

- a. the last known custodian;
- b. date of destruction or discard;
- c. the manner of destruction or discard;
- d. the reason(s) for destruction or discard;
- e. as to lost or misplaced documents, the efforts made to locate such documents;
- f. a statement describing the document, including a summary of its contents;
- g. the identity of its author(s); and
- h. persons to whom it was sent or shown.

37. If you respond to any interrogatory by reference to records from which the answer may be derived or ascertained, as permitted by Fed. R. Civ. P. 33(d):

- a. the specification of documents produced shall be in sufficient detail to permit Xerox to locate and identify the records and to ascertain the answer as readily as you could;
- b. You shall make available any computerized information or summaries thereof that you either have, or can adduce by a relatively simple procedure, unless these materials are privileged or otherwise immune from discovery

c. You shall provide any relevant compilations, abstracts, or summaries in your custody or readily obtainable by you, unless these materials are privileged or otherwise immune from discovery; and

d. the document shall be made available for inspection and copying within seven (7) days after service of the responses to these interrogatories or a date agreed upon by all the parties.

38. These requests are continuing in nature and therefore require that you, in accordance with the duty to supplement and correct under Fed. R. Civ. P. 26(e), promptly produce for inspection and copying any documents not previously produced that you may from time to time acquire, obtain, locate or identify.

39. Each interrogatory shall be answered on the basis of your entire knowledge, from all sources, after an appropriate and good faith inquiry has been made. If you are unable to answer any of these interrogatories in full after exercising due diligence to secure the information requested, you should answer to the extent possible, explain why you are unable to answer the remainder and provide whatever information or knowledge you have concerning the unanswered portion.

40. Xerox reserves the right to propound additional interrogatories.

### **INTERROGATORIES**

1. Identify all of your Content Matching Products.

2. Identify any products, services, facilities and/or computer software programs that are sold, licensed, distributed, leased, maintained, offered or otherwise supplied by you that employ semantic analysis of document content and/or ontologies to classify or categorize document content.

3. Identify all of your Related Products.

4. Separately for each version and/or release of each of your Accused Products, identify the persons most knowledgeable (*i.e.*, persons to whom your management would turn for information) as to the research, design, architecture, development, prototyping and/or engineering of the version and/or release of the Accused Product, and describe the role of each identified person.

5. Separately for each version and/or release of each of your Accused Products, identify the persons most knowledgeable (*i.e.*, persons to whom your management would turn for information) as to the marketing, promotion, pricing, sales, financial accounting, financial analysis and/or valuation of the version and/or release of the Accused Product, and describe the role of each identified person.

6. Separately for each of the Patents in Suit, identify the persons most knowledgeable (*i.e.*, persons to whom your management would turn for information) as to the facts supporting each of your defenses, together with a brief statement of each such person's area of relevant knowledge.

7. If you contend that any claim of the Patents in Suit is invalid and/or unenforceable, specify each claim that you contend is invalid and/or unenforceable and describe in full for each such claim the basis for your contention, identifying all prior art, all documents and all facts that you believe support your contention.

8. If you contend that any of your '979 Accused Products do not infringe any claim of the '979 Patent, specify, separately for each '979 Accused Product, each claim that you contend is not infringed and describe in full for each such claim the basis for your contention, identifying all documents and all facts that you believe support your contention.

9. If you contend that any of your '994 Accused Products do not infringe any claim of the '994 Patent, specify, separately for each '994 Accused Product, each claim that you contend is not infringed and describe in full for each such claim the basis for your contention, identifying all documents and all facts that you believe support your contention.

Dated: April 23, 2010

ASHBY & GEDDES, P.A.

*/s/ John G. Day*

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# **EXHIBIT C**

**REDACTED**

# **EXHIBIT D**

New York  
Menlo Park  
Washington DC  
London  
Paris

Madrid  
Tokyo  
Beijing  
Hong Kong

# Davis Polk

David J. Lisson

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February 16, 2011

Re: Xerox Corporation v. Google Inc. et al.  
Case No. 10-136-JPS

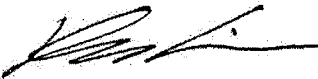
Scott A. Leslie  
Cravath, Swaine & Moore LLP  
825 Eighth Avenue, 4036  
New York, NY 10019

Dear Scott:

Enclosed please find a hard-drive containing documents bates numbered YAH01096022 through YAH01426616. Note that the documents in this production have been designated "Confidential" or "Confidential – Outside Counsel Only." Additionally, enclosed please find a pre-paid FedEx shipping label for return of the hard-drive.

Please do not hesitate to contact me if you have any questions.

Sincerely yours,



David J. Lisson

Enclosure  
By Overnight Courier



# **EXHIBIT E**

**REDACTED**

# **EXHIBIT F**

**REDACTED**

# **EXHIBIT G**

**REDACTED**

# **EXHIBIT H**

**REDACTED**



# **EXHIBIT I**

**REDACTED**

# **EXHIBIT J**

**REDACTED**

# **EXHIBIT K**

**REDACTED**