

EXHIBIT 3

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WISCONSIN**

APPLE INC. and NEXT SOFTWARE,)	
INC. (f/k/a NeXT COMPUTER, INC.),)	
)	
Plaintiffs and)	
Counterclaim-Defendants,)	
)	Case No. 10-CV-662 (BBC)
v.)	
)	
MOTOROLA, INC. and MOTOROLA)	
MOBILITY, INC.,)	
)	
Defendants and)	
Counterclaim-Plaintiffs.)	

CROSS-USE AGREEMENT

Apple Inc., NeXT Software, Inc., Motorola Solutions, Inc. (f/k/a Motorola, Inc.), and Motorola Mobility, Inc., by and through their respective counsel, hereby enter into the cross-use agreement attached hereto as Exhibit A.

Dated: April 8, 2011

Respectfully Submitted,

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CERTIFICATE OF SERVICE

I hereby certify that on April 8, 2011, I caused the foregoing document to be electronically filed with the Clerk of Court using the ECF system, which will make this document available to all counsel of record for viewing and downloading from the ECF system.

/s/ James D. Peterson
James D. Peterson

EXHIBIT A:

CROSS-USE AGREEMENT

Motorola Mobility, Inc. and Motorola Solutions, Inc. (collectively "Motorola") and Apple Inc. and NeXT Software, Inc. (collectively "Apple") (collectively the "Parties"), are parties to *Motorola v. Apple*, 1:10-cv-023580 (S.D. Fla.), 1:10-cv-00661 (W.D. Wis.), 1:10-cv-00662 (W.D. Wis.), 3:11-cv-00178 (W.D. Wis.), and 1:10-cv-00867 (D. Del.) (collectively "the District Court Actions") and the U.S. International Trade Commission Section 337 Investigations (collectively "the ITC Investigations"), styled as *Certain Wireless Communication Devices, Portable Music and Data Processing Devices, Computers and Components Thereof*, Inv. No. 337-TA-745 ("the 745 Investigation"), and *Certain Mobile Devices and Related Software*, Inv. No. 337-TA-750 ("the 750 Investigation"). In order to conserve judicial resources and reduce the burden upon the parties and third parties, the Parties by and through their respective counsel enter into the following agreements for cross-use of certain discovery materials in all of the above litigations (collectively the "Motorola/Apple Parallel Litigations"):

- I. Production of Documents and Things and Responses to Interrogatories and Requests for Admission
 - A. All documents produced and all responses to interrogatories and requests for admission by the Parties in any Motorola/Apple Parallel Litigation may be used by the Parties in any other Motorola/Apple Parallel Litigation as if obtained in discovery in that proceeding. In the interest of efficiency, the parties agree not to reproduce documents in any Motorola/Apple Parallel Litigation previously produced in any other Motorola/Apple Parallel Litigation, except that the parties will produce copies of previously-produced information to the Staff Attorney as requested.

- B. Consistent with the Parties' agreement in the ITC Investigations, as reflected in Order No. 6 of the 745 Investigation and the Procedural Agreement signed on January 13, 2011 in the 750 Investigation, the Parties in the District Court Actions agree to cut-off logging of privileged, work product, and other materials exempt from discovery created on or after September 1, 2010 or work product communications between a party and its outside counsel created on or after January 1, 2010 in anticipation of litigation.

II. Source Code

- A. The Parties agree to treat Source Code in the District Court Actions consistent with the Parties' agreement in the ITC Investigations, as reflected in Order No. 7 of the 745 Investigation and Order No. 4 of the 750 Investigation (collectively "the Orders"). The Parties further agree to move for the protection of Source Code in the District Court Actions to the extent necessary to conform with the Orders. "Source Code" shall be defined consistent with the definition contained in the Orders.

III. Depositions

- A. All deposition testimony of the Parties in any Motorola/Apple Parallel Litigation may be used by the Parties in any other Motorola/Apple Parallel Litigation as if obtained in discovery in that proceeding.
- B. Depositions involving witnesses or subject matter at issue in only the ITC Investigations or at issue in all of the Motorola/Apple Parallel Litigations shall be conducted pursuant to the rules and procedures applicable in the ITC Investigations and witnesses may be examined by the Staff Attorney as appropriate.
- C. Depositions primarily directed to witnesses or subject matter at issue in only the District Court Actions shall be conducted pursuant to the rules and procedures applicable in each of those cases.

IV. Expert Discovery

- A. Consistent with the Parties' agreement in the ITC Investigations, as reflected in Order No. 6 of the 745 Investigation and the Procedural Agreement signed on January 13, 2011 in the 750 Investigation, the parties have agreed to follow the provisions of Fed. R. Civ. P. 26(b)(3)(A)-(C) and 26(b)(4)(B)-(D) with respect to the protection of draft expert reports and communications between a party's attorney(s) and an expert(s).

V. Discovery Limitations

- A. Nothing in this agreement shall be construed to change or alter in any way discovery limitations or agreements reached by the parties in the District Court Actions.

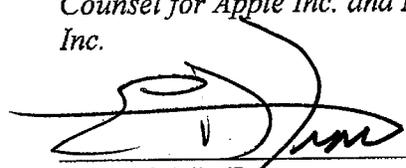
- B. Nothing in this agreement relieves any party of any discovery obligation, including but not limited to the obligation to timely produce responsive discovery materials in this action, or expands the scope of permissible discovery in this or any other action.
- C. This agreement is entered into without prejudice to the right of any party to object to any discovery request, or to any production or use of any discovery materials, that it believes to be improper or otherwise objectionable.
- D. The Parties agree that this Cross-Use Agreement is entered into without prejudice to Parties' respective positions concerning the pending motions to transfer or motions to dismiss any of the Motorola/Apple Parallel Litigations. Neither Party will reference or argue that the Cross-Use Agreement in any way affects the pending motions to dismiss or motions to transfer.

Dated: April 6, 2011



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