

EXHIBIT K

UNITED STATES DISTRICT COURT

for the

Eastern District of Pennsylvania

Motorola Mobility, Inc.

Plaintiff

v.

Apple, Inc.

Defendant

Civil Action No. 1:10cv023580-Civ-RNS

(If the action is pending in another district, state where: Southern District of Florida)

SUBPOENA TO TESTIFY AT A DEPOSITION IN A CIVIL ACTION

To: Comcast Corporation, c/o Legal Department, One Comcast Center, Philadelphia, PA 19103

Testimony: YOU ARE COMMANDED to appear at the time, date, and place set forth below to testify at a deposition to be taken in this civil action. If you are an organization that is not a party in this case, you must designate one or more officers, directors, or managing agents, or designate other persons who consent to testify on your behalf about the following matters, or those set forth in an attachment: See attached Exhibit A

Table with 2 columns: Place (Summit Court Reporting, 1500 Walnut Street, Suite 1610, Philadelphia, PA 19102) and Date and Time (2/15/2012)

The deposition will be recorded by this method: Video

Production: You, or your representatives, must also bring with you to the deposition the following documents, electronically stored information, or objects, and permit their inspection, copying, testing, or sampling of the material:

The provisions of Fed. R. Civ. P. 45(c), relating to your protection as a person subject to a subpoena, and Rule 45 (d) and (e), relating to your duty to respond to this subpoena and the potential consequences of not doing so, are attached.

Date: 1/23/2012

CLERK OF COURT

OR

Handwritten signature of Azra Hadzimehmedovic

Signature of Clerk or Deputy Clerk

Attorney's signature

The name, address, e-mail, and telephone number of the attorney representing (name of party) Apple, Inc. Azra Hadzimehmedovic, who issues or requests this subpoena, are: Tensegrity Law Group LLP, 555 Twin Dolphin Drive, Suite 360, Redwood Shores, CA 94065 1-650-802-6055; azra@tensegritylawgroup.com

Civil Action No. 1:10cv023580-Civ-RNS

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

This subpoena for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

I served the subpoena by delivering a copy to the named individual as follows: _____

_____ on *(date)* _____; or

I returned the subpoena unexecuted because: _____
_____.

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also
tendered to the witness fees for one day's attendance, and the mileage allowed by law, in the amount of
\$ _____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

Federal Rule of Civil Procedure 45 (c), (d), and (e) (Effective 12/1/07)

(c) Protecting a Person Subject to a Subpoena.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The issuing court must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney’s fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the issuing court for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party’s officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the issuing court must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person who is neither a party nor a party’s officer to travel more than 100 miles from where that person resides, is employed, or regularly transacts business in person — except that, subject to Rule 45(c)(3)(B)(iii), the person may be commanded to attend a trial by traveling from any such place within the state where the trial is held;

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the issuing court may, on motion, quash or modify the

subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information;

(ii) disclosing an unretained expert’s opinion or information that does not describe specific occurrences in dispute and results from the expert’s study that was not requested by a party; or

(iii) a person who is neither a party nor a party’s officer to incur substantial expense to travel more than 100 miles to attend trial.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(c)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(d) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information.

These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed

information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and
(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information to the court under seal for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(e) Contempt. The issuing court may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena. A nonparty's failure to obey must be excused if the subpoena purports to require the nonparty to attend or produce at a place outside the limits of Rule 45(c)(3)(A)(ii).

EXHIBIT A TO COMCAST'S SUBPOENA

I. Definitions and Instructions

The following definitions and instructions shall apply to these requests:

1. The terms "You," "Your," or "Comcast" shall mean Comcast Corporation, and any and all past and present parent, sister, affiliate, subsidiary, partnership, joint venture, predecessor-in-interest, successor-in-interest, division, department, corporate subunit, or other business entity; and any and all past and present officers, directors agents, employees, consultants, attorneys, and other persons or entities acting or purporting to act on behalf of any of the foregoing.

2. The term "Apple" shall mean Apple Inc. and its predecessor, Apple Computer Inc., and including without limitation all of its corporate locations, and all predecessors, subsidiaries, parents, and affiliates, and all past or present directors, officers, agents, representatives, employees, consultants, attorneys, entities acting in joint-venture or partnership relationships with Apple, and others acting on behalf of Apple.

3. The term "Motorola Solutions" is defined to mean and refer to Motorola Solutions, Inc. and all of its corporate locations, and all predecessors, subsidiaries, parents, and affiliates, including without limitation Motorola, Inc. and all past or present directors, officers, agents, representatives, employees, consultants, attorneys, entities acting in joint-venture or partnership relationships with the aforementioned entities, and others acting on their behalf.

4. The term "Motorola Mobility" shall mean and refer to Motorola Mobility, Inc. and all of its corporate locations, and all predecessors, subsidiaries, parents, and affiliates, including without limitation Motorola SpinCo Holdings Corp., and all past or present directors, officers, agents, representatives, employees, consultants, attorneys, entities acting in joint-venture or partnership relationships with the aforementioned entities, and others acting on their behalf.

5. The term "Motorola" shall mean Motorola, Inc. and Motorola Mobility, Inc., and all of their corporate locations, and all predecessors, subsidiaries, parents, and affiliates, including without limitation Motorola SpinCo Holdings Corp. and all past or present directors, officers, agents, representatives, employees, consultants, attorneys, entities acting in joint-venture or partnership relationships with the aforementioned entities, and others acting on their behalf.

6. "Motorola Accused Set-Top Box System(s)" shall mean the following Motorola-manufactured set-top boxes, including associated hardware and software: DCT700, DCT2500, DCT3400, DCT6412, DCT3080, DCT6200, DCT6208, DCT6400, DCT6412, DCX700, DCX3200, DCX3200 P2, DCX3400, DCX 3501-M, DCH70, DCH100, DCH200, DCH3200, DCH3416, DCH6200, DCH6208, DCH6412, DCH6416, DTA100, QIP2500, QIP2708, QIP6200, QIP6412, QIP6416, QIP7100, QIP7216, DRC800, and any other Motorola manufactured set-top box.

7. The term "Software" means all forms of code, including Source Code, object code, firmware, compiled code, byte code, interpreted code, any form of code stored in any storage.

8. The term "Software Module" means a logical grouping of Source Code, including but not limited to frameworks, libraries, application programming interfaces, layers, components, and services.

9. The term "action" is defined to mean the above-captioned case pending before the United States District Court for the Southern District of Florida, entitled *Motorola Mobility, Inc. v. Apple Inc.* and *Apple Inc. v. Motorola Inc. and Motorola Mobility Inc.*, Case No. 1:10cv023580-Civ-RNS.

10. The term "Apple Patent(s)-in-Suit" shall mean, individually and collectively, U.S. Patent Nos. 5,583,560, 5,594,509, and 5,621,456.

11. The term "all" shall mean "any and all," so as to bring within the scope of the requests herein all documents and things that otherwise might be construed to be outside its scope.

12. The terms "and" as well as "or" shall be construed disjunctively or conjunctively as necessary to bring within the scope of a request all information that might otherwise be construed to be outside its scope

13. The terms "any" or "each" should be understood to include and encompass "all."

14. The terms "or" and "including," and similar words of guidance, are merely intended as guidance and should not be construed as words of limitation; the word "or," for example, shall include the word "and," as appropriate, and the word "including" shall not be used to limit any general category description that precedes it.

15. If you object that a term or phrase is vague, ambiguous, or indefinite then provide your understanding of the term or phrase and respond accordingly.

16. The past tense shall be construed as the present tense or the future tense, and the future tense as the present or past tense, so as to bring within the scope of the requests herein all documents or writings that might otherwise be construed to be outside the scope.

II. Topics for Examination

1. Communications between You and Motorola regarding the design, implementation, or testing of any interactive programming guide software used with the Motorola Accused Set-Top Box Systems.
2. Communications between You and Motorola regarding this action or the Apple Patents-in-Suit.
3. Identification of all Motorola Accused Set-Top Box Systems sold, leased, rented, or otherwise offered by You to Your customers since October 6, 2004, including the model number of each such set-top box.
4. For each set-top box identified in Topic 3: (i) the total number of set-top boxes sold, leased, rented, or otherwise offered; (ii) the date on which you began offering the set-top box; (iii) all promotions and marketing materials related to the set-top box; (iv) all remote controls offered by You to Your customers and intended by You to operate with the set-top box, including the make, model, and manufacturer of each such remote control.
5. All Software installed on the Motorola Accused Set-Top Box Systems offered by You to Your customers that relates to the following functions: picture-in-picture, providing upcoming program information (*e.g.*, a listing of upcoming television content on an interactive programming guide such as TV Guide, GuideWorks, iGuide, etc.), and marking or setting a reminder for an upcoming program.
6. All Software installed on the Motorola Accused Set-Top Box Systems offered by You to Your customers that enables or facilitates remote control.
7. For each Software identified in Topics 5 and 6: (i) whether the Software was installed by You, Motorola, or another Person; (ii) any application programming interfaces (APIs) used by the Software; (iii) the model number(s) of the Motorola Accused Set-Top Box System on which the Software was installed; and (iv) the number of set-top boxes, by model number, on which the Software was installed.

8. Any design, implementation, or testing, by You, alone or in collaboration with Motorola or any other Person, of any interactive programming guide included in any Motorola Accused Set-Top Box Systems.

9. Any advice, assistance, or other contribution provided by You to Motorola or any other Person, or received by you from Motorola or any other Person, concerning the interactive programming guide software used with any Motorola Accused Set-Top Box Systems, including instructions, tutorials, manuals, or other resources.

10. Demands, requests, suggestions, or expressed preferences by Your customers for any interactive programming guide functionality, including picture-in-picture, television program listings, multiple levels of television program information, and television program reminders.

11. All costs, expenses, and payments related to any interactive programming guide used with any Motorola Accused Set-Top Box System, whether internal to You or directed toward Persons other than You, since October 6, 2004.

UNITED STATES DISTRICT COURT

for the

Eastern District of Pennsylvania

Motorola Mobility, Inc.

Plaintiff

v.

Apple, Inc.

Defendant

Civil Action No. 1:10cv023580-Civ-RNS

(If the action is pending in another district, state where:

Southern District of Florida)

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS OR TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTION

To: Comcast Corporation, c/o Legal Department, One Comcast Center, Philadelphia, PA 19103

Production: YOU ARE COMMANDED to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and permit their inspection, copying, testing, or sampling of the material:

See attached Exhibit A

Table with 2 columns: Place (Summit Court Reporting, 1500 Walnut Street, Suite 1610, Philadelphia, PA 19102) and Date and Time (2/8/2012 9:00 AM)

Inspection of Premises: YOU ARE COMMANDED to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Table with 2 columns: Place and Date and Time (empty)

The provisions of Fed. R. Civ. P. 45(c), relating to your protection as a person subject to a subpoena, and Rule 45 (d) and (e), relating to your duty to respond to this subpoena and the potential consequences of not doing so, are attached.

Date: 1/23/2012

CLERK OF COURT

Signature of Clerk or Deputy Clerk

OR Azra Hadzimehmedovic Attorney's signature

The name, address, e-mail, and telephone number of the attorney representing (name of party) Apple, Inc. Azra Hadzimehmedovic, who issues or requests this subpoena, are: Tensegrity Law Group LLP, 555 Twin Dolphin Drive, Suite 360, Redwood Shores, CA 94065 1-650-802-6055; azra@tensegritylawgroup.com

Civil Action No. 1:10cv023580-Civ-RNS

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

This subpoena for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

I served the subpoena by delivering a copy to the named person as follows: _____

_____ on *(date)* _____ ; or

I returned the subpoena unexecuted because: _____
_____.

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also
tendered to the witness fees for one day's attendance, and the mileage allowed by law, in the amount of
\$ _____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

Federal Rule of Civil Procedure 45 (c), (d), and (e) (Effective 12/1/07)

(c) Protecting a Person Subject to a Subpoena.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The issuing court must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney’s fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the issuing court for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party’s officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the issuing court must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person who is neither a party nor a party’s officer to travel more than 100 miles from where that person resides, is employed, or regularly transacts business in person — except that, subject to Rule 45(c)(3)(B)(iii), the person may be commanded to attend a trial by traveling from any such place within the state where the trial is held;

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(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

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(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information to the court under seal for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(e) Contempt. The issuing court may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena. A nonparty’s failure to obey must be excused if the subpoena purports to require the nonparty to attend or produce at a place outside the limits of Rule 45(c)(3)(A)(ii).

EXHIBIT A TO COMCAST'S SUBPOENA

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1. The terms "You," "Your," or "Comcast" shall mean Comcast Corporation, and any and all past and present parent, sister, affiliate, subsidiary, partnership, joint venture, predecessor-in-interest, successor-in-interest, division, department, corporate subunit, or other business entity; and any and all past and present officers, directors agents, employees, consultants, attorneys, and other persons or entities acting or purporting to act on behalf of any of the foregoing.

2. The term "Apple" shall mean Apple Inc. and its predecessor, Apple Computer Inc., and including without limitation all of its corporate locations, and all predecessors, subsidiaries, parents, and affiliates, and all past or present directors, officers, agents, representatives, employees, consultants, attorneys, entities acting in joint-venture or partnership relationships with Apple, and others acting on behalf of Apple.

3. The term "Motorola Solutions" is defined to mean and refer to Motorola Solutions, Inc. and all of its corporate locations, and all predecessors, subsidiaries, parents, and affiliates, including without limitation Motorola, Inc. and all past or present directors, officers, agents, representatives, employees, consultants, attorneys, entities acting in joint-venture or partnership relationships with the aforementioned entities, and others acting on their behalf.

4. The term "Motorola Mobility" shall mean and refer to Motorola Mobility, Inc. and all of its corporate locations, and all predecessors, subsidiaries, parents, and affiliates, including without limitation Motorola SpinCo Holdings Corp., and all past or present directors, officers, agents, representatives, employees, consultants, attorneys, entities acting in joint-venture or partnership relationships with the aforementioned entities, and others acting on their behalf.

5. The term "Motorola" shall mean Motorola, Inc. and Motorola Mobility, Inc., and all of their corporate locations, and all predecessors, subsidiaries, parents, and affiliates, including without limitation Motorola SpinCo Holdings Corp. and all past or present directors, officers, agents, representatives, employees, consultants, attorneys, entities acting in joint-venture or partnership relationships with the aforementioned entities, and others acting on their behalf.

6. "Motorola Accused Set-Top Box System(s)" shall mean the following Motorola-manufactured set-top boxes, including associated hardware and software: DCT700, DCT2500, DCT3400, DCT6412, DCT3080, DCT6200, DCT6208, DCT6400, DCT6412, DCX700, DCX3200, DCX3200 P2, DCX3400, DCX 3501-M, DCH70, DCH100, DCH200, DCH3200, DCH3416, DCH6200, DCH6208, DCH6412, DCH6416, DTA100, QIP2500, QIP2708, QIP6200, QIP6412, QIP6416, QIP7100, QIP7216, DRC800, and any other Motorola manufactured set-top box.

7. The term "Software" means all forms of code, including Source Code, object code, firmware, compiled code, byte code, interpreted code, any form of code stored in any storage.

8. The term "Software Module" means a logical grouping of Source Code, including but not limited to frameworks, libraries, application programming interfaces, layers, components, and services.

9. The term "action" is defined to mean the above-captioned case pending before the United States District Court for the Southern District of Florida, entitled *Motorola Mobility, Inc. v. Apple Inc.* and *Apple Inc. v. Motorola Inc. and Motorola Mobility Inc.*, Case No. 1:10cv023580-Civ-RNS.

10. The term "Apple Patent(s)-in-Suit" shall mean, individually and collectively, U.S. Patent Nos. 5,583,560, 5,594,509, and 5,621,456.

11. The term "all" shall mean "any and all," so as to bring within the scope of the requests herein all documents and things that otherwise might be construed to be outside its scope.

12. The terms "and" as well as "or" shall be construed disjunctively or conjunctively as necessary to bring within the scope of a request all information that might otherwise be construed to be outside its scope

13. The terms "any" or "each" should be understood to include and encompass "all."

14. The terms "or" and "including," and similar words of guidance, are merely intended as guidance and should not be construed as words of limitation; the word "or," for example, shall include the word "and," as appropriate, and the word "including" shall not be used to limit any general category description that precedes it.

15. You are required to respond to these requests for production drawing upon all materials in your actual or constructive possession, custody, or control, including materials that you have a right to secure from any other source. These sources include (but are not limited to) your attorneys, agents, officers, and employees.

16. In the event that you make a proper and timely objection to any individual document production request or a portion thereof, please respond to all portions of that request that do not fall within the ambit of your objection.

17. Documents from any single file should be produced in the same order they were found in such file. If copies of documents are produced in lieu of the originals, such copies should be legible and bound or stapled in the same manner as the original.

18. For any document request that is objected to on the ground of privilege, the work product doctrine or any other purported privilege or immunity from discovery or right of privacy, please provide the following information: (a) the basis for the objection sufficient to establish the privilege or doctrine asserted; (b) a brief identification and description of the

withheld document, to the extent it can be done without violating such privilege or doctrine, including:

- (i) the type of document (*e.g.*, letter, memorandum, notes, reports, etc.);
- (ii) date;
- (iii) title;
- (iv) subject matter;
- (v) name(s) of author or signer; and
- (vi) name(s) of all recipients.

19. If you object that a term or phrase is vague, ambiguous, or indefinite then provide your understanding of the term or phrase and respond accordingly.

20. These requests include all attachments to the specifically described documents, along with envelopes, explanatory notes, memoranda and all other such material that accompanied the document. If the specific document requested elicited a response, that response is included in the category of requested documents. If the document itself was a response, the document to which it is responding is included in the category of requested documents.

21. The past tense shall be construed as the present tense or the future tense, and the future tense as the present or past tense, so as to bring within the scope of the requests herein all documents or writings that might otherwise be construed to be outside the scope.

II. Categories of Documents to be Produced

1. Documents sufficient to describe all communications between You and Motorola regarding the design, implementation, or testing of any interactive programming guide software used with the Motorola Accused Set-Top Box Systems.

2. Documents sufficient to describe any communications between You and Motorola regarding this action or the Apple Patents-in-Suit.

3. Documents sufficient to identify all Motorola Accused Set-Top Box Systems sold, leased, rented, or otherwise offered by You to Your customers since October 6, 2004, including the model number of each such set-top box.

4. For each set-top box identified in Topic 3, documents sufficient to describe: (i) the total number of set-top boxes sold, leased, rented, or otherwise offered; (ii) the date on which you began offering the set-top box; (iii) all promotions and marketing materials related to the set-top box; (iv) all remote controls offered by You to Your customers and intended by You to operate with the set-top box, including the make, model, and manufacturer of each such remote control.

5. Documents sufficient to describe all Software installed on the Motorola Accused Set-Top Box Systems offered by You to Your customers that relates to the following functions: picture-in-picture, providing upcoming program information (*e.g.*, a listing of upcoming television content on an interactive programming guide such as TV Guide, GuideWorks, iGuide, etc.), and marking or setting a reminder for an upcoming program.

6. Documents sufficient to describe all Software installed on the Motorola Accused Set-Top Box Systems offered by You to Your customers that enables or facilitates remote control.

7. For each Software identified in Topics 5 and 6, documents sufficient to describe: (i) whether the Software was installed by You, Motorola, or another Person; (ii) any application programming interfaces (APIs) used by the Software; (iii) the model number(s) of

the Motorola Accused Set-Top Box System on which the Software was installed; and (iv) the number of set-top boxes, by model number, on which the Software was installed.

8. Documents sufficient to describe any design, implementation, or testing, by You, alone or in collaboration with Motorola or any other Person, of any interactive programming guide included in any Motorola Accused Set-Top Box Systems.

9. Documents sufficient to describe any advice, assistance, or other contribution provided by You to Motorola or any other Person, or received by you from Motorola or any other Person, concerning the interactive programming guide software used with any Motorola Accused Set-Top Box Systems, including instructions, tutorials, manuals, or other resources.

10. Documents sufficient to describe any demands, requests, suggestions, or expressed preferences by Your customers for any interactive programming guide functionality, including picture-in-picture, television program listings, multiple levels of television program information, and television program reminders.

11. Documents sufficient to describe all costs, expenses, and payments related to any interactive programming guide used with any Motorola Accused Set-Top Box System, whether internal to You or directed toward Persons other than You, since October 6, 2004.