

# EXHIBIT I

1 IN THE UNITED STATES DISTRICT COURT  
 2 FOR THE DISTRICT OF KANSAS  
 3  
 4 SPRINT COMMUNICATIONS COMPANY LP, )  
 5 Plaintiff, )  
 6 v. ) Case No.  
 7 VONAGE HOLDINGS CORP ) 05-2433-JWL  
 8 AND VONAGE AMERICA INC, )  
 9 Defendants. )  
 10  
 11 VIDEO DEPOSITION OF MR. HARLEY BALL,  
 12 produced, sworn, and examined on the part of the  
 13 Defendants in an action pending in the United States  
 14 District Court for the District of Kansas, in the case  
 15 of SPRINT COMMUNICATIONS COMPANY LP, Plaintiffs,  
 16 versus VONAGE HOLDINGS CORP AND VONAGE AMERICA INC,  
 17 Defendants, at 9:30 a.m. on Thursday, March 29, 2007,  
 18 at the law offices of Shook Hardy & Bacon LLP, 2555  
 19 Grand Boulevard, Kansas City, Missouri, before KAREN  
 20 S. ROGERS, Registered Professional Reporter, Certified  
 21 Realtime Reporter, and Notary Public in and for the  
 22 State of Missouri.

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 22 A P P E A R A N C E S (Continued)

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1 I N D E X  
 2  
 3 MR. HARLEY BALL  
 4 Direct Examination By Mr. McPHERSON 009  
 5 SETTER EXHIBITS  
 6 Exhibit Setter 005 Network PP&I Switch and  
 7 Signaling, 10/15/93,  
 8 SPRp-01-029-00001 through  
 9 SPRp-01-029-00017 025  
 10 Exhibit Setter 003 United States Patent Number  
 11 5,825,780; 10/20/98 031  
 12 Exhibit Setter 004 United States Patent Number  
 13 5,991,301; 11/23/99 034  
 14 Exhibit Setter 015 United States Patent Number  
 15 6,452,932 B1; 9/17/02 036  
 16 Exhibit Setter 016 United States Patent Number  
 17 6,304,572 B1; 10/16/01 036  
 18 Exhibit Setter 017 United States Patent Number  
 19 6,463,052 B1; 10/8/02 036  
 20 Exhibit Setter 018 United States Patent Number  
 21 6,633,561 B2; 10/14/03 036  
 22 I N D E X (Continued)

1 A. I don't recall what the person's  
2 capacity was.  
3 Q. Okay. Did you negotiate the  
4 amendment number 2 to the alliance agreement?  
5 A. I was -- yes, I was involved in the  
6 negotiations of this agreement.  
7 Q. Okay. Who else was involved with  
8 you?  
9 A. (The witness does not respond.)  
10 Q. At Sprint?  
11 A. I believe Charlie Wunch.  
12 Q. Who is Charlie Wunch?  
13 A. He's my boss.  
14 Q. What's his title?  
15 A. I believe vice president of legal.  
16 I'm not sure of the exact -- maybe it's general  
17 business. I'm not sure of the exact title.  
18 Q. Is he a patent attorney?  
19 A. No, he's not.  
20 Q. Okay. And this mutual covenant not  
21 to sue, is the scope the exact same as the scope of  
22 the mutual covenant not to sue that we discussed in

1 A. Correct.  
2 Q. Okay. And what patents was the  
3 covenant not to sue related to?  
4 A. I believe it was for any Sprint  
5 patent or Cisco patent.  
6 Q. Okay. And what was the purpose of  
7 the immunity period?  
8 A. To provide peace for a limited  
9 period of time.  
10 Q. Now when you say provide peace, was  
11 there discussions with Cisco relating to a patent  
12 infringement actions with Sprint?  
13 A. No.  
14 Q. Okay. And was it anticipated that  
15 there may not be peace in the near future?  
16 A. No.  
17 Q. Okay. Was this -- was this  
18 covenant not to sue more beneficial to Cisco or  
19 Sprint?  
20 A. I don't know.  
21 Q. Okay. Well, did Sprint want to  
22 include this covenant not to sue in the alliance

1 the patent license agreement?  
2 A. I would have to do a word-by-word  
3 comparison. But that would be my recollection.  
4 Q. Okay. Was your intention -- was it  
5 Sprint's intention to give the same scope of this  
6 covenant not to sue as the one that was granted in  
7 the patent license?  
8 A. Granted, this is back in May of  
9 2000. But to the best of my recollection, yes.  
10 Q. And this covered all Sprint  
11 products. Isn't that correct?  
12 A. I think it covered the same scope  
13 of the covenant not to sue that we were discussing  
14 prior.  
15 Q. Right. And that covered all Sprint  
16 products, did it not?  
17 A. It covered -- yes.  
18 Q. And it covered all Cisco products?  
19 A. Correct.  
20 Q. And it covered all Cisco services?  
21 A. Yes.  
22 Q. And it covered all Sprint services?

1 agreement?  
2 A. In the alliance agreement? I don't  
3 recall whether we wanted it in the alliance  
4 agreement.  
5 Q. You know -- I think your testimony  
6 is you know Sprint -- strike that.  
7 You know that Cisco did not to include  
8 this --  
9 A. No, I'm -- yes. I apologize. Is  
10 -- yes. Cisco wanted this in -- in this agreement  
11 -- in this agreement probably more than Sprint,  
12 yes.  
13 Q. Okay. But the covenant not to sue  
14 also covered Sprint's customers as well?  
15 A. Yes.  
16 Q. Okay. Do you consider what is  
17 being granted in this mutual covenant not to sue a  
18 cross license between Sprint and Cisco?  
19 A. No.  
20 Q. Why not?  
21 A. I think a covenant not to sue is  
22 inherently different than a license.