

EXHIBIT A

July 6, 2012

VIA EMAIL

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Re: *Wi-LAN v. Alcatel-Lucent et al.*, No. 10-cv-521 (E.D. Tex.)

Ajeet:

I write to follow up on issues discussed during our June 28, 2012 meet and confer.

HTC patent licenses

HTC may not disclose the terms or existence of the following agreements to Wi-LAN without third-party consent or an appropriate court order:

1. "Patent License and Technology Transfer Agreement (GSM/GPRS/EDGE Terminals)" with Alcatel, a French corporation, and TCL&Alcatel Mobile Phones
2. "License Agreement" with Audio MPEG, Inc. and Societa' Italiana Per Lo Sviluppo Dell'elettronica, S.I.SV.EL., S.P.A.
3. "Settlement and Patent License Agreement" with Digcom, Inc., Dr. Kamilo Feher, and T-Mobile USA Inc.
4. "Platinum (UMTS) Reference Design License and Support Agreement" with Ericsson Mobile Platforms AB
5. "Global Patent License Agreement" with Telefonaktiebolaget LM Ericsson
6. "License and Support Service Agreement" with Hitachi Communication Technologies, Ltd.
7. "Settlement Agreement, License and Release" with Implicit Networks, Inc.
8. "Software License and Distribution Agreement" with Jataayu Software (P) Ltd.
9. "Confidential Patent Covenant Agreement" with Microsoft Corporation and Microsoft Licensing GP

10. "Patent License Agreement Radio Telephony Systems Products" with Nokia Corporation
11. "Original Device Manufacturer License Agreement" with PalmSource, Inc.
12. "Master Product Development and License Agreement" and five "Product Development and License Agreements" with Palm, Inc.
13. "Covenant Not to Sue" with [confidential third-party] dated April 29, 2010
14. "Patent License Agreement" with Siemens Aktiengesellschaft
15. "Confidential Settlement Agreement" with SP Technologies, LLC
16. "Cellular Systems Master License Agreement" and "DRE310 Production Software License Agreement" with Texas Instruments Inc.
17. "Patent Rights Purchase and Covenant Not to Sue Agreement" with WIAV Solutions LLC

As stated in my July 5 letter, we are seeking the required consent. We reviewed Paragraph 2(B) of the Discovery Order, as well as the relevant language in the agreements, and we believe that, absent consent, a specific court order, as opposed to the general Discovery Order, is reasonably required to release HTC from its nondisclosure obligations.

HTC emails

HTC is in the process of collecting emails from relevant custodians. HTC does not agree that the proposed search terms are appropriate, and we are working to determine an appropriate list of terms, which we will have to you next week. We are striving to have e-mails produced by July 23, 2012 assuming the parties can agree to a list of search terms and custodians.

HTC financial data

HTC is currently identifying and collecting sales data. HTC is also searching for information that reflects the costs of component chipsets for the HSPA functionality in the accused products.

HTC marketing data

HTC will produce "Feature Sheets" for the Pure and Legend products. Also, HTC is searching for any market studies or consumer surveys that may be relevant. Finally, HTC is in the process of collecting requirements documents received from the carriers.

Qualcomm agreements and source code

HTC has not produced certain agreements and source code between it and Qualcomm, because it has not yet received Qualcomm's required consent, and because Qualcomm and HTC have not yet been able to identify the requested source code. As an initial issue with producing additional agreements, Qualcomm has asked that Wi-LAN name all of the individuals, besides outside counsel, that it proposes would have access to the agreements of interest.

July 6, 2012
Page 3

I will update you again next week on the status of our document collection and production.

Regards,

/s/ Martin R. Bader

Martin R. Bader
for SHEPPARD, MULLIN, RICHTER & HAMPTON LLP