

AGREEMENT REGARDING PENDING LITIGATION

THIS AGREEMENT CONCERNING PENDING LITIGATION (the “Agreement”) is made and entered into effective April 28, 2014 by, between, and among Microsoft Mobile Oy, a company incorporated in Finland and registered under the Finnish Trade Register Business ID 2583660-5, a Finnish corporation, on behalf of itself and its affiliates (“Microsoft Mobile”); and Nokia Corporation, on behalf of itself and its affiliates (“Nokia”) (referred to collectively as the “Parties” and individually as a “Party”).

WHEREAS, Microsoft Mobile has agreed to assume liability for, in its entirety, the actions listed in Appendix A hereto (the “Actions”);

WHEREAS, the Parties wish to effectuate the transfer of the Actions, including substitution of the named parties to the Actions;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the Parties hereby agree as follows:

1. Microsoft Mobile shall assume, control, and direct, at its own cost and expense, the litigation of the Actions with respect to the assets and entities acquired from Nokia (including Nokia’s former devices and services business segment). Microsoft Mobile shall have sole and absolute discretion over the prosecution and defense of the Actions, including without limitation the right to select outside counsel and the right to settle or otherwise resolve the Actions with respect to the assets and entities acquired from Nokia (including Nokia’s former devices and services business segment).

2. Microsoft Mobile agrees to assume, satisfy, pay, perform and discharge all past and future losses, damages, settlement payments, awards, judgments, fines, costs and expenses (including reasonable fees and expenses of counsel and consultants incurred in connection with the investigation and defense of the Actions) that have arisen out of or resulted from the Actions with respect to the assets and entities acquired from Nokia (including Nokia’s former devices and services business segment).

3. Microsoft Mobile and Nokia agree to cooperate in good faith to file timely motions and take any other steps necessary to effectuate the proper substitution of the named parties to the Actions. Microsoft Mobile and Nokia, as applicable, will move (A) to add the Microsoft Mobile entity that is assuming responsibility for the relevant Action (including by filing a motion to intervene, if necessary), and (B) to dismiss or withdraw any Nokia entity that is not a Microsoft Mobile affiliate from the relevant Action.

4. In order to facilitate the proper substitution of the named parties to the Action, Nokia agrees to reasonably respond, subject to appropriate objections, to discovery requests directed at Nokia and propounded in the Action both before and after Microsoft Mobile takes control of the Actions.

IN WITNESS WHEREOF, the undersigned have executed this Stipulation.

MICROSOFT MOBILE OY

NOKIA CORPORATION

By: Bill Harmon

Name: Bill Harmon

Title: Counsel for MMO

By: Jukka Nihtilä

Name: Jukka Nihtilä
Head, Business Development
Legal & IP

Title: Jenni Lukander

Jenni Lukander
Director, Competition Law
Legal, IP & Government Relations

APPENDIX A TO AGREEMENT REGARDING PENDING LITIGATION

- In re Certain Wireless Devices with 3G and/or 4G Capabilities and Components Thereof, ITC Inv. No. 337-TA-868
- In re Certain Wireless Devices with 3G Capabilities and Components Thereof, ITC Inv. No. 337-TA-800
- In re Certain 3G Mobile Handsets and Components Thereof, ITC Inv. No. 337-TA-613
- InterDigital Communications, Inc. et al. v. Nokia Corporation et al. (D. Del. Case No. 13-cv-00010-RGA)
- InterDigital Communications LLC et al. v. Nokia Corporation et al. (D. Del. Case No. 11-cv-00654-RGA)
- InterDigital Communications LLC et al. v. Nokia Corporation et al. (D. Del. Case No. 07-cv-00489-SLR)
- Nokia Corporation et al. v. InterDigital Communications Corporation et al. (D. Del. Case No. 05-cv-00016-JJF)
- InterDigital Communications, Inc. v. International Trade Commission (Fed. Cir. Appeal No. 2014-1176)
- In re Nokia Inc. (Fed. Cir. Misc. No. 14-133)