

EXHIBIT C

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS**

AGIS SOFTWARE DEVELOPMENT LLC,	§	
	§	
Plaintiff,	§	
v.	§	Civil Action No. 2:17-CV-513-JRG
	§	(Lead Case)
HUAWEI DEVICE USA INC., HUAWEI	§	
DEVICE CO., LTD. AND HUAWEI	§	Civil Action No. 2:17-CV-514-JRG
DEVICE (DONGGUAN) CO., LTD.,	§	Civil Action No. 2:17-CV-515-JRG
HTC CORPORATION,	§	Civil Action No. 2:17-CV-516-JRG
LG ELECTRONICS INC.,	§	Civil Action No. 2:17-CV-517-JRG
APPLE INC.,	§	
ZTE CORPORATION, ZTE (USA), INC.,	§	
AND ZTE (TX), INC.,	§	
	§	
Defendants.	§	
	§	

**DEFENDANTS’ NOTICE OF DEPOSITION OF
AGIS SOFTWARE DEVELOPMENT LLC PURSUANT TO RULE 30(B)(6)**

TO PLAINTIFF AND ITS COUNSEL OF RECORD:

PLEASE TAKE NOTICE that, pursuant to Rule 30(b)(6) of the Federal Rules of Civil Procedure, Defendants Huawei Device USA Inc.; Huawei Device Co., Ltd.; Huawei Device (Dongguan) Co., Ltd.; LG Electronics, Inc.; HTC Corporation; Apple Inc.; ZTE (TX) Inc.; and ZTE (USA) Inc. (collectively, “Defendants”), by and through undersigned counsel, will take the deposition upon oral examination of Plaintiff AGIS Software Development LLC (“AGIS”) on the topics listed below.

The deposition will begin at 9:00 a.m. on September 10, 2018 at Phillips Point, East Tower, 777 S. Flagler Drive, Suite 1000, West Palm Beach, Florida 33401 or at a mutually-agreed time and place and will continue from day to day until completed or at such other date and time that are mutually agreeable to the parties. The deposition will take place before an officer duly authorized

“agreement” shall encompass completed, actual, contemplated, or attempted agreements or renewals of agreements.

26. The terms “relate to,” “reflecting,” “relating to,” or “concerning” or any variations thereof, shall mean relating to, referring to, concerning, mentioning, reflecting, regarding, pertaining to, evidencing, involving, describing, discussing, commenting on, embodying, responding to, supporting, contradicting, or constituting (in whole or in part), or are between (as in the context of communications), as the context makes appropriate.

27. “And” and “or” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of each Topic all testimony that might otherwise be construed outside the scope.

28. “Any” shall include “all” and “All” shall include “any.”

29. The term “including” shall mean “including without limitation.”

30. The use of the singular form of any word includes the plural and vice versa.

31. The use of any tense of any word includes all other tenses.

32. Definitions or usages of words or phrases in these Topics are not intended to be, and shall not be, construed as admissions as to the meaning of words or phrases at issue in the action, and shall have no binding effect on Defendants in this or in any other proceeding.

TOPICS

1. The current and former composition, ownership, corporate structure and operation of AGIS and AGIS Related Entities, including without limitation, facts concerning the creation, funding, and operation of AGIS and AGIS Related Entities, an identification of the directors, officers, and employees of AGIS and AGIS Related Entities, the positions, titles and interests of those individuals in AGIS and AGIS Related Entities, and the identity of all persons and entities

with any interest in any damages award or other relief that AGIS and AGIS Related Entities may obtain as a result of this Action.

2. The relationship between AGIS and AGIS Related Entities, including but not limited to the custody and control of documents as between AGIS and AGIS Related Entities.

3. AGIS's revenues, expenses, and profits, including but not limited to revenues earned by AGIS that may be attributed to the Patents-in-Suit or Related Patents.

4. AGIS Related Entities' revenues, expenses, and profits, including but not limited to revenues earned by AGIS that may be attributed to the Patents-in Suit or Related Patents.

5. All facts and circumstances surrounding any offers, requests, discussion, and/or negotiations to provide a license to the Patents-in-Suit and/or Related Patents, including without limitation the identity of each Person who participated on behalf of AGIS and/or AGIS Related Entities; the dates of such offers, requests, discussions, or negotiations; the patent claim(s) at issue; the outcome or pending status of the offer, discussion or negotiation and the date of any resulting license(s); the terms of any resulting license(s); and the monthly royalties or any other money received from any such license(s).

6. The identity of each individual or entity that has entered into any patent license, cross license, portfolio license, settlement, or similar agreement, including without limitation covenants not to sue, indemnification agreements, or agreements not to assert, involving, in whole or in part, the Patents-in-Suit, Related Patents, or technology allegedly covered by the Patents-in-Suit or Related Patents, as well as the effective date and terms of any such patent license, cross license settlement, or similar agreement.

7. Any product sold under or authorized by any license to the Patents-in-Suit.

8. AGIS's policies, practices, and/or customs relating to patent licensing.

9. Projected royalty rates and/or royalties from future licensing of the Patents-in-Suit.
10. Any evidence that the inclusion of any feature allegedly infringing the Patents-in-Suit has led to increased demand for the allegedly infringing products.
11. The assignment of any rights to the Patents-in-Suit.
12. All facts and circumstances surrounding any offers, requests, discussion, and/or negotiations to provide an interest in one or more of the Patents-in-Suit, including without limitation the identity of each person who participated on behalf of AGIS or AGIS Related Entities; the dates of such offers, requests, discussions, or negotiations; the patent claim(s) at issue; the outcome or pending status of the offer, discussion or negotiation and the date of any resulting interest(s); the terms of any resulting interest(s); and the monthly royalties or any other money received from any such interest(s).
13. The ownership of each of the Patents-in-Suit and Related Patents, from application of the patent to the present day, including without limitation any person or entity within the chain of title, any person or entity who has or has ever had any ownership, title, right, option, or interest in the Patents-in-Suit or Related Patents.
14. Any valuation of AGIS, AGIS Related Entities, the Patents-in Suit, and/or any Related Patents.
15. Any and all sales, offers to sell, or attempts to sell any product AGIS contends embodies the claims of the Patents-in-Suit or Related Patents, including the dates, parties, and amounts of such sales, offers to sell, or attempts to sell.
16. The marketing and promotion efforts regarding features, performance, attributes, or characteristics of each product, device, and/or service that AGIS contends embodies or has ever embodied the subject matter of any Asserted Claim.