# IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF DELAWARE

ARM LTD., a U.K. corporation,

Plaintiff,

v.

C.A. No. 22-1146-MN

QUALCOMM INC., a Delaware corporation, QUALCOMM TECHNOLOGIES, INC., a Delaware corporation, and NUVIA, INC., a Delaware corporation,

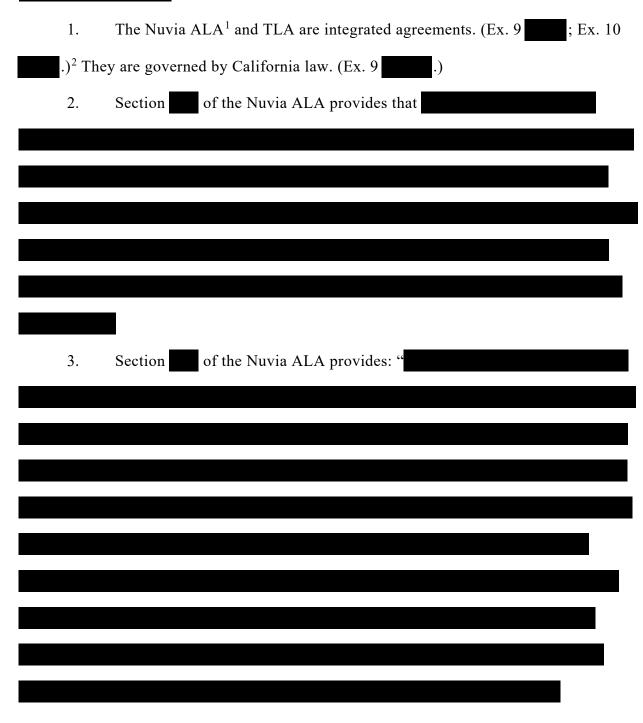
(Filed July 22, 2024)

PUBLIC REDACTED VERSION

Defendants.

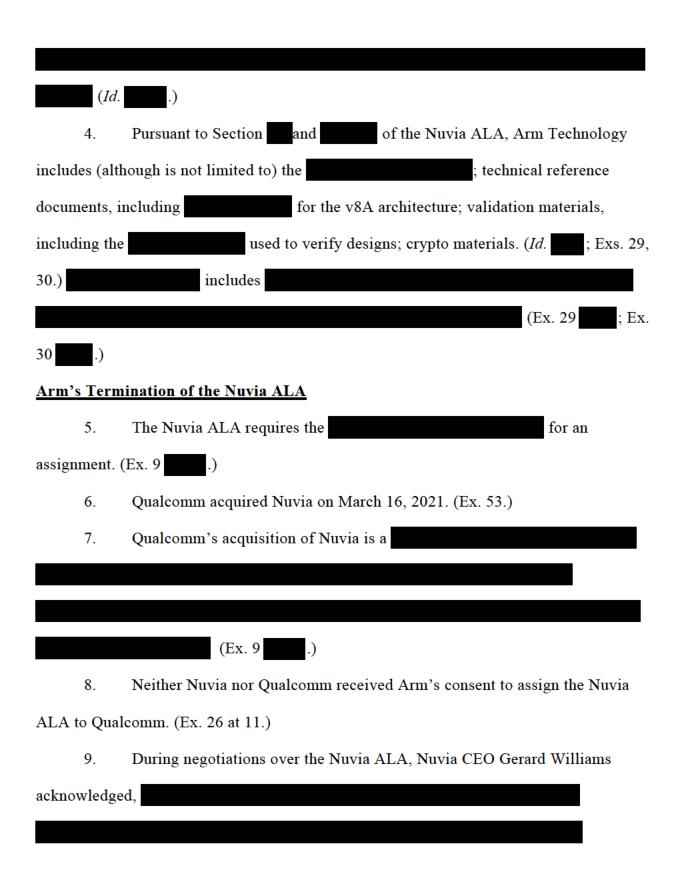
ARM'S SEPARATE CONCISE STATEMENT OF UNDISPUTED MATERIAL FACTS IN SUPPORT OF ARM LTD.'S MOTION FOR PARTIAL SUMMARY JUDGMENT

# **Relevant Agreements**



<sup>&</sup>lt;sup>1</sup> All capitalized terms have the definitions accorded to them in the Opening Brief in Support of Arm's Motion for Partial Summary Judgment.

<sup>&</sup>lt;sup>2</sup> All cites of the form "Ex. [X]" are to the Declaration of Michael J. DeStefano, filed herewith.



10.	He also wrote,			
11.	On February 1, 2022,			
	, effective March 1, 2022. (Ex. 19.)			
12.	Qualcomm did not object to Arm's termination of the Nuvia ALA. (			
; Ex. 21.)				
13.	On April 1, 2022, Qualcomm's general counsel sent Arm a certification of			
compliance	with the termination provisions of the Nuvia ALA, signed by Gerard Williams.			
(Ex. 21.) It	provided:			
	and			
<b>Defendants</b>	3' Obligations Under the Nuvia ALA/TLA			
14.	Section of the Nuvia ALA requires that the Licensee			
15.	Section of the ALA defines of Arm Technology to include			
	referring to			

1	6.	Section to the Nuvia ALA defines an
		the Nuvia ALA
requires	that	an
		and
1	7.	Prior to Qualcomm's acquisition of Nuvia on March 16, 2021, Nuvia
engineer	rs wr	ote RTL code for use in a core known as "." (
		)
1	8.	Arm verified as an Architecture Compliant Core on February 4,
2022. (E	Ex. 20	0.)
1	9.	Portions of the RTL code Nuvia wrote before March 16, 2021, for use in the
Phoenix	core	e are used in Qualcomm cores, including "," "," and the
Snapdra	gon 2	X Elite and Snapdragon X Plus SOCs. (
Arm's C	)blig	ations Under the Nuvia ALA/TLA
2	20.	

2	21.	Prior to termination of the Nuvia agreements, Arm used materials from Nuvia
to imple	ment	. (Ex. 52 at 107:14-20, 113:25-115:14.)
2	22.	There is no evidence that Arm made post-termination use of materials from
Nuvia re	egardi	ng its pre-termination feature requests. (Ex. 52 at 107:14-20, 113:25-115:14.)
2	23.	The Nuvia TLA Annex grants Arm a license to use input regarding
	. It gr	ants Arm a license to use from an providing
that sucl	h inpu	It
provides	s,	
a	and	
2	24.	The Nuvia ALA provides Arm a
		license to "
		which is defined as
2	25.	In May 2022, Arm ran a comparing the configuration files for the
newly-s	ubmit	core to those for the previously-submitted core. (Ex. 40.)
Arm did	l not u	in its products. (Exs. 49, 50.)
2	26.	Qualcomm has not identified any quantifiable harm or monetary damages that
have res	sulted	from Arm's running a between the configuration files for the
core and	d the	core. (See, e.g.,

Dated: July 10, 2024

Redacted Version: July 22, 2024

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#### **CERTIFICATE OF SERVICE**

The undersigned hereby certifies that on July 10, 2024, a copy of the foregoing document

was served on the counsel listed below in the manner indicated:

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