IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

ARM LTD.,	)	
	)	
Plaintiff,	)	
	)	
v.	)	C.A. No. 22-1146 (MN)
	)	
QUALCOMM INC., QUALCOMM	)	**REDACTED – PUBLIC VERSION**
TECHNOLOGIES, INC. and NUVIA, INC.,	)	**Original Filing Date: July 10, 2024**
	)	**Redacted Filing Date: July 22, 2024**
Defendants.	)	

**DEFENDANTS' CONCISE STATEMENT OF UNDISPUTED MATERIAL FACTS
IN SUPPORT OF THEIR MOTION FOR SUMMARY JUDGMENT**

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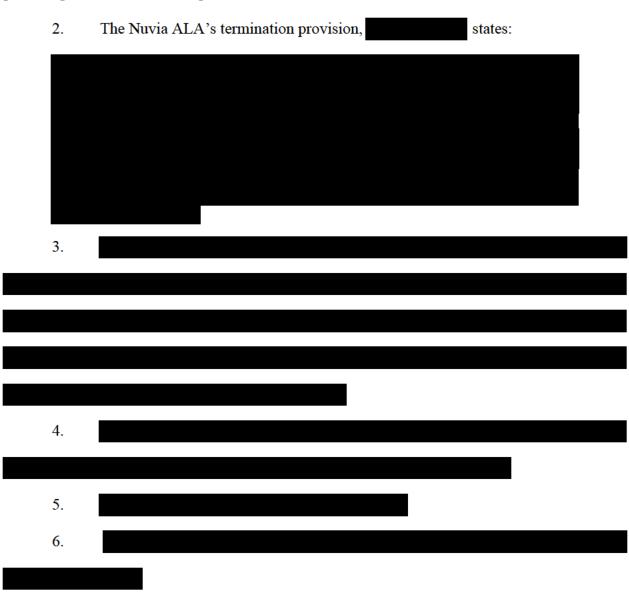jying@morrisnichols.com
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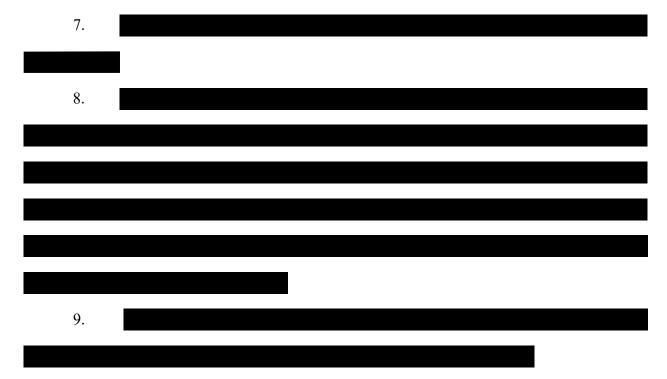*Attorneys for Defendants*

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I.   THE NUVIA ALA

1.   On September 27, 2019, Plaintiff Arm Limited and Defendant Nuvia, Inc., entered an Architecture License Agreement with the title Technology License Agreement ("Nuvia ALA"). Ex. 5.[1] The current Annex 1 to that agreement became effective on March 27, 2020. Ex. 7. A preceding Annex 1 is dated September 27, 2019. Ex. 6.

2.   The Nuvia ALA's termination provision, ███████████ states:

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[1]   Unless otherwise noted, "Ex. __" refers to the corresponding exhibit in the Declaration of Catherine Nyarady In Support of Defendants' Motion for Summary Judgment.

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10.   The ARM Architecture Reference Manual ("Manual") for version 8-A of the Arm instruction-set architecture is a PDF document freely available on Arm's website. Ex. 4 ¶ 60-61; https://developer.arm.com/documentation/ddi0487/latest/. The Manual states that it "is not intended to describe how to build an implementation of the PE [processing element]," Ex. 26.

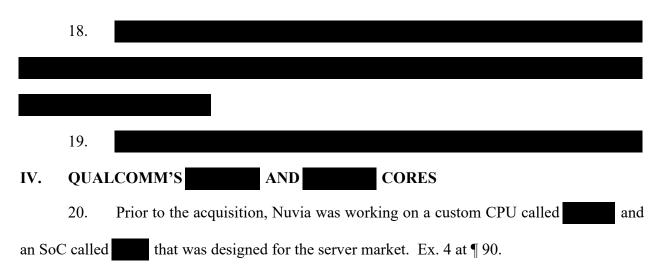11.   Arm terminated the Nuvia ALA effective March 1, 2022. Ex. 12.

II.   QUALCOMM ACQUIRES NUVIA

12.   On January 12, 2021, Defendant Qualcomm Technologies, Inc. ("QTI"); Nile Acquisition Corporation (a wholly owned subsidiary of QTI); Nuvia; and Shareholder Representative Services LLC entered a merger agreement under which Nile merged with Nuvia and dissolved; Nuvia continued as the surviving corporation; and QTI acquired Nuvia's outstanding stock. Ex. 19.

13.   No provision of that agreement transferred the Nuvia ALA to QTI.

III.   THE QUALCOMM ALA

14.   On May 30, 2013, Arm and Qualcomm Global Trading PTE, Ltd., entered into the

Amended and Restated Architecture Licensing Agreement (the "Qualcomm ALA") and Annex 1,

which is Qualcomm's license for version 8-A of Arm's instruction-set architecture. Ex. 1; Ex. 2.

On June 23, 2020, a second Annex 1, for version 9-A of the architecture, became effective.

Defendant Qualcomm, Inc., and QTI are among the entities that ███████████████████████

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IV.   QUALCOMM'S ████████ AND ████████ CORES

20.   Prior to the acquisition, Nuvia was working on a custom CPU called ██████ and an SoC called ████ that was designed for the server market. Ex. 4 at ¶ 90.

21.   After Qualcomm acquired Nuvia, Qualcomm started developing three cores that are compatible with version 8-A of Arm's instruction-set architecture: ████████████ for the "compute" market (e.g., laptops and personal computers); ████████████ for the mobile market; and ████████████████ for the automotive market. Ex. 23 at ¶ 17. Ex. 8 at 58:19–59:6, 60:7–14, 64:6–13, 68:18–69:5, 71:19–73:17. Qualcomm is developing a core code-named ██████ that is compatible with version 9-A of Arm's instruction-set architecture. Ex. 23 at ¶ 17. Ex. 8 at 58:19–59:6, 60:7–14, 64:6–13, 68:18– 69:5, 71:19–73:17.
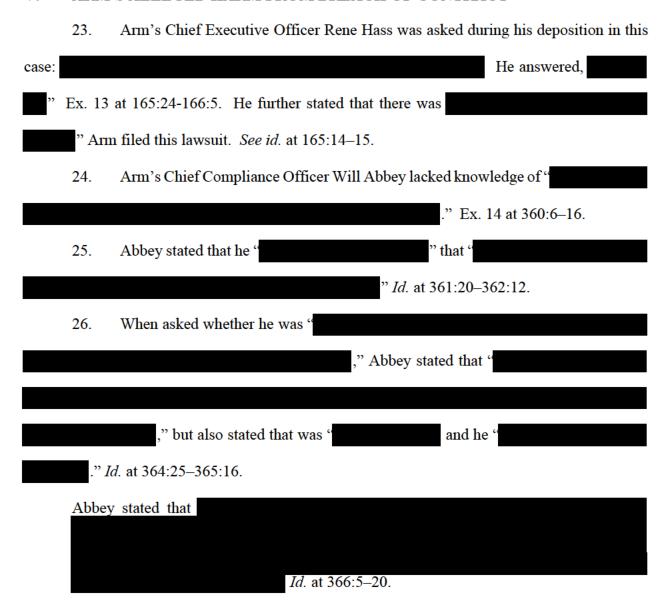
22.   After the acquisition, Qualcomm performed RTL design work on the ████████

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████████████████████████████Arm's technical expert, Dr. Robert Colwell, explained that designing a CPU requires RTL development and validation testing by a separate team during the course of design work. Ex. 4 at ¶¶ 40–41. Given the complexity in design work, validation engineers rely on validation test suites, random testing, bespoke software tests, emulation systems, and large server farms to run testing. Ex. 4 at ¶ 42. Following the validation, the CPU will go through a production process in which the RTL database is processed through a fabrication plant (such as TSMC) into a silicon design where photochemical processing occurs after other rigorous testing of the silicon design. Ex. 4 at ¶ 43. In October 2023, Qualcomm launched its Snapdragon

X Elite laptop microprocessor, which incorporates Arm-compliant ██████████ cores. Ex. 38 at 607–620; Ex. 39; Ex. 8 at 62:6–8, 262:20–264:7; Ex. 20 at 181:23–182:3. Those cores have since entered the consumer market. Ex. 40; Ex. 41.

V.   ARM'S ALLEGED HARM FROM BREACH OF CONTRACT

23.   Arm's Chief Executive Officer Rene Hass was asked during his deposition in this case: ██ He answered, ████████

████" Ex. 13 at 165:24-166:5. He further stated that there was ████████████████████

██████" Arm filed this lawsuit. *See id.* at 165:14–15.

24.   Arm's Chief Compliance Officer Will Abbey lacked knowledge of "████████████

██." Ex. 14 at 360:6–16.

25.   Abbey stated that he "████████████████████" that "████████████████

████████████████████████████████████" *Id.* at 361:20–362:12.

26.   When asked whether he was "██████████████████████████████████████

████████████████████████████," Abbey stated that "████████████████████

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██████████████," but also stated that was "██████████ and he "██████████████████

██████." *Id.* at 364:25–365:16.

Abbey stated that ██

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██████████████████████████████ *Id.* at 366:5–20.

VI.   QUALCOMM'S USE OF THE ARM TRADEMARKS

27.   The only examples of Qualcomm using the ARM marks, on which Arm's trademark and false-designation-of-origin claims are based are 26 examples cited by Arm's trademark expert, Dr. Ravi Dhar, lists 26 examples. Ex. 32 at ¶¶ 107–16; Ex. 33 at ¶ 28.

28.   As of March 1, 2024, Arm was not aware of any trademark infringements by

defendants. Ex. 42 at 17 - 26; Ex. 18 ¶ 141; Ex. 17 at 42:4–43:2.

29.   Arm and Qualcomm's integrated-circuit business operate in a business-to-business

market with sophisticated customers. Ex. 32 at ¶ 95, 97 ; Ex. 33, ¶¶ 12, 18, 25 n.72, 46.

30.   Jonathan Armstrong, Arm's Rule 30(b)(6) witness on trademark issues, was "█████

█████ that "██

████████████████████████████████████." Ex. 34 at 109:15–20.

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CERTIFICATE OF SERVICE

I hereby certify that on July 10, 2024, I caused the foregoing to be electronically filed with the Clerk of the Court using CM/ECF, which will send notification of such filing to all registered participants.

I further certify that I caused copies of the foregoing document to be served on July 10, 2024, upon the following in the manner indicated:

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