

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS**

**EASTERN DIVISION**

<b>HUAWEI TECHNOLOGIES CO., LTD.,</b>	)	
	)	
<b>Plaintiff,</b>	)	<b>CIVIL ACTION NO. _____</b>
	)	
<b>v.</b>	)	
	)	<b>JURY TRIAL DEMANDED</b>
<b>MOTOROLA, INC., MOTOROLA SOLUTIONS, INC., MOTOROLA MOBILITY HOLDINGS, INC., NOKIA SIEMENS NETWORKS US, LLC AND NOKIA SIEMENS NETWORKS B.V.</b>	)	
	)	
<b>Defendants.</b>	)	
	)	

**COMPLAINT**

Plaintiff Huawei Technologies Corporation, Limited (hereinafter “Huawei”) alleges and states as follows against defendants Motorola, Inc., Motorola Solutions, Inc., and Motorola Mobility Holdings, Inc. (collectively, “Motorola”), Nokia Siemens Networks US LLC, and Nokia Siemens Networks B.V. (collectively, “NSN”):

**NATURE OF THE ACTION**

1. This action – for misappropriation of trade secrets, copyright infringement, and breach of contract – seeks a preliminary injunction to prevent irreparable harm to Huawei. Among other things, Huawei seeks an interim order that a portion of Motorola’s business not be transferred to NSN until this matter can be arbitrated.

2. Huawei is a leader in providing telecommunications network solutions for operators around the world, has served 45 of the top 50 operators, and has been committed to

innovation and independent research and development. For over a decade, Huawei has been providing its confidential wireless and core network communications technologies to Motorola pursuant to a series of agreements. Under those agreements, Motorola has purchased Huawei's products for UMTS, GSM and other technologies and sold them under its own brand, instead of developing its own. Thousands of Huawei engineers have worked on developing the confidential information that Huawei provided to Motorola. This same confidential information is critical to Huawei's UMTS and GSM business, which accounts for billions of dollars in revenue every year. While Huawei has focused on innovation, research and development, Motorola has focused on sales and professional services in these technical areas.

3. Motorola described Huawei in a 2006 press release as "a leader in providing next generation telecommunications network solutions for operators around the world." *See* Exhibit A. Motorola has benefited from its partnership with Huawei, reselling many hundreds of millions of dollars worth of Huawei equipment, and the two companies have acted cooperatively to market and maintain that equipment.

4. Motorola is obligated to maintain the secrecy of the confidential information that Huawei provided to it under the agreements. Now, however, Motorola intends to transfer its wireless infrastructure business, including its UMTS and GSM business, to NSN, which competes directly with Huawei. Such a transfer, if consummated in its originally contemplated form, will result in the massive disclosure of Huawei's confidential information to NSN, with irreparable harm to Huawei. A large number of Motorola employees, many carrying direct knowledge of Huawei's confidential information, would become employees of NSN. Huawei hereby sues to obtain preliminary injunctive relief to prevent such harm pending an arbitration under the agreements, including an order that Motorola and NSN modify their transaction to

prevent the transfer to NSN of the portion of Motorola's wireless business related to GSM and UMTS networks until an arbitral tribunal is able to adjudicate the matter.

### **PARTIES**

5. Huawei is a Chinese corporation with a principal place of business located at Huawei Industrial Base, Bantian Longgang, Shenzhen, 518129, People's Republic of China.

6. Motorola, Inc. is a Delaware corporation with a principal place of business located at 1303 East Algonquin Road, Schaumburg, Illinois, 60196, United States of America.

7. Motorola Solutions, Inc. is a Delaware corporation with a principal place of business located at 1303 East Algonquin Road, Schaumburg, Illinois, 60196, United States of America.

8. Motorola Mobility Holdings, Inc. is a Delaware corporation with a principal place of business located at 600 North US Highway 45, Libertyville, IL, 60048, United States of America.

9. Nokia Siemens Networks US LLC is a Delaware corporation with a principal place of business located at 6000 Connection Drive, Irving, TX, 75039, United States of America. Nokia Siemens Networks US LLC also maintains a post office address in Schaumburg, Illinois.

10. Nokia Siemens Networks B.V. is a Dutch corporation with a principal place of business located at Werner von Siemensstraat 7, 2712PN Zoetermeer, The Netherlands.

### **JURISDICTION AND VENUE**

11. This Court has subject matter jurisdiction over Plaintiff's claims for misappropriation of trade secrets, copyright infringement, and breach of contract against defendant Motorola pursuant to the Federal Arbitration Act, Title 9 of the U.S. Code, 9 U.S.C. §

203. This action seeks preliminary injunctive relief against Motorola pending arbitration under a valid arbitration agreement, and as such arises under Chapter 2 of the Federal Arbitration Act. This Court has subject matter jurisdiction over Huawei's claims against NSN pursuant to 28 U.S.C. § 1332. The amount in controversy for the claims against NSN exceeds \$75,000. This Court also has subject matter jurisdiction over Huawei's claims for U.S. copyright infringement against Motorola and NSN under 28 U.S.C. § 1331 and has supplemental subject matter jurisdiction over Huawei's trade secret misappropriation claim against Motorola pursuant to 28 U.S.C. § 1367.

12. This Court has personal jurisdiction over Motorola, Inc. based on its principal place of business being located in this District. Motorola, Inc. is also registered to do business in Illinois, has extensive and continuous contacts with the state of Illinois, and has at all relevant times been doing business in Illinois and in this District.

13. This Court has personal jurisdiction over Motorola Solutions, Inc. based on its principal place of business being located in this District. Motorola Solutions, Inc. is also registered to do business in Illinois, has extensive and continuous contacts with the state of Illinois, and has at all relevant times been doing business in Illinois and in this District.

14. This Court has personal jurisdiction over Motorola Mobility Holdings, Inc. based on its principal place of business being located in this District. Motorola Mobility Holdings, Inc. is also registered to do business in Illinois, has extensive and continuous contacts with the state of Illinois, and has at all relevant times been doing business in Illinois and in this District.

15. This Court has personal jurisdiction over Nokia Siemens Networks US LLC based on, *inter alia*, its qualification to do business in the state of Illinois, its designation of an

agent for service of process in this District, and its maintenance of a mailing address in this District.

16. This Court has personal jurisdiction over Nokia Siemens Networks B.V. based on, *inter alia*, NSN's qualification to do business in the state of Illinois and its maintenance of a campus in this District.

17. Venue is permitted in this judicial district pursuant to 28 U.S.C. § 1391(c) and 9 U.S.C. § 204.

### **GENERAL ALLEGATIONS**

18. Huawei was founded in 1987 by Ren Zhengfei, and others, and has become one of the world's largest suppliers of mobile network equipment to the telecommunications industry. Huawei has consistently developed innovative products that provide high performance with low cost of ownership, which has made Huawei a valued supplier to 45 of the top 50 network operators in the world.

19. Huawei has a firm respect for the intellectual property rights of others. Huawei also firmly believes in the value of international intellectual property rights arrangements such as the Patent Cooperation Treaty (PCT), to which the United States is a signatory. As an innovator, Huawei guards carefully its intellectual property and respects the importance of seeking permission from other rights-holders before making use of their intellectual property. Huawei brings value to its customers by identifying customer needs and focusing on creating customized solutions to address those needs. Huawei is able to develop custom solutions in a time- and cost-efficient manner. To serve the global market, Huawei has opened 17 research and development centers worldwide, employs approximately 45,000 personnel for research and development throughout the world (including approximately 560 employees in the United States), and has

collaborated with customers to open 22 joint research and innovation centers including a joint research and development center in Shanghai.

The Huawei-Motorola Agreements

20. Huawei and Motorola are both companies involved in the telecommunications product and services industry. Reflecting Huawei's innovation in the telecommunications area, Motorola and Huawei entered into a series of agreements where Motorola would license Huawei's intellectual property to be used in its products for the global market. Under these agreements, Huawei would design, develop, and implement new optimized technologies for cellular communication networks. These optimized technologies, as well as many other Huawei products, would then be sold to Motorola, who would then resell the technologies and products under the Motorola brand.

21. On June 16, 2000, Huawei and Motorola entered into a contractual agreement to cooperate in the development of telecommunications equipment, the Cooperation Agreement For Supply & OEM Of Cellular Products ("Cooperation Agreement").

22. The Cooperation Agreement proved successful and on November 20, 2000, Motorola and Huawei amended the agreement.

23. Building on the success of the Cooperation Agreement, on August 1, 2001, Huawei and Motorola, Ltd. (a subsidiary of defendant Motorola) concluded the Regional Cooperation Agreement for "OEM" of Cellular Products & Services ("Regional Cooperation Agreement").

24. The Regional Cooperation Agreement was amended on March 15th, 2002, and retitled the "Global Cooperation Agreement for 'OEM' of Cellular Products."

25. The Global Cooperation Agreement was expanded on August 21st, 2002, again on September 29th, 2002, and many times thereafter, up through the most recent amendment on October 25, 2005.

26. In addition to the Regional Cooperation Agreement and the Global Cooperation Agreement, and also based on the success of and proven mutual confidence springing from those agreements and the Cooperation Agreement, on March 13, 2002, Huawei and Motorola executed a further agreement, the Cooperative Development and Licensing Agreement (“CDLA”). The CDLA was amended and expanded on August 21, 2002, September 29, 2002, and October 25, 2005.

27. The CDLA required Huawei to provide certain confidential information to Motorola under strict confidentiality protections against disclosure to third parties. The CDLA also provides that those confidentiality obligations would survive the termination of the CDLA.

28. The Regional and Global Cooperation Agreement was supplanted on July 22, 2006 by the Restated Cooperation Agreement For “OEM” Of Communications Products And Services (“RCA”) between defendant Motorola and Huawei.

29. The RCA, as well as the other agreements already described, all have provisions prohibiting Motorola from disclosing Huawei’s confidential information to third parties, and protecting the confidentiality of Huawei’s confidential information.

30. Contemporaneously with the RCA, Huawei and Motorola executed a further development agreement, the Joint Research and Development Center agreement (“JRDC”) of June 22, 2006. The JRDC was amended on August 31, 2007.

31. The JRDC and the RCA (collectively, “the Agreements”) both remain in force and impose ongoing protections of the confidentiality of the parties’ confidential information. In

addition, Motorola has an obligation to keep confidential information that would reveal Huawei's trade secrets or the disclosure of which would infringe other proprietary rights related to the Products covered by the agreements.

32. Dispute resolution provisions in the Agreements provide that disputes between Huawei and Motorola relating to the Agreements are to be resolved through arbitration before a Tribunal of the International Chamber of Commerce in Geneva, Switzerland.

#### Huawei-Motorola Business

33. Huawei and Motorola have a long-standing cooperative relationship where Huawei has supplied Motorola with a variety of products and systems for resale to Motorola's customers.

34. As part of Huawei and Motorola's business relationship, Huawei developed and provided GSM-standard and CDMA-standard mobile telephony switching equipment for Motorola to brand and sell in the China market.

35. Huawei developed and provided GSM products and services for sale by Motorola under the Motorola brand in the region of Russia, Ukraine, Belarus, and Uzbekistan. Later Huawei developed and provided these products for Motorola to sell worldwide.

36. Huawei developed and provided Radio Network Controller (RNC) products, Universal Mobile Telecommunications Systems (UMTS, a third generation wireless technology) products, and further second-, third-, and fourth-generation technologies to Motorola.

37. Huawei developed and provided mobile telephony products, including Serving GPRS Support Nodes for GSM and UMTS, and RNCs to Motorola for resale to Motorola's customer worldwide. These products were developed specially to conform to Motorola's product requirements.



38. From 2000 up until 2006, the portfolio of products and services Huawei developed and provided to Motorola increased from over \$14 million to almost \$38 million, and the geographic area where Motorola sold Huawei's products expanded from China to the entire world.

39. When Huawei began implementing, manufacturing, and selling products on an OEM basis to Motorola, Motorola typically stopped undertaking its own research and development and manufacturing of similar or competitive products. Motorola therefore typically only sold Huawei's products covered under the RCA. For example, all of Motorola's UMTS wireless network infrastructure products are Motorola-branded Huawei OEM products.

40. As part of Huawei and Motorola's business relationship, Huawei has provided confidential information on the design, operation, and support of the equipment provided to Motorola.

41. Motorola's purchases from Huawei have totaled approximately U.S. \$ 878 million from 2000 through the present.

#### The Motorola/NSN Transaction

42. NSN was announced as a joint venture formed from business units of the companies Nokia Corporation of Finland and Siemens AG of Germany on June 19, 2006. NSN began full operations on April 1, 2007. NSN, among other lines of business, sells mobile infrastructure hardware and service agreements to carrier companies.

43. NSN announced the purchase of Motorola's wireless network infrastructure assets on July 19, 2010 ("Motorola/NSN Transaction"). NSN stated that the purchase of Motorola's assets would provide it with incumbent advantages with more than 50 operators, relying on Motorola's established relationships with purchasers of network infrastructure.

44. In the Master Acquisition Agreement (“MAA”) entered by Motorola and NSN on July 16, 2010, Motorola agreed to sell and NSN agreed to buy a business consisting of “CDMA, GSM, and UMTS technologies and third-party radio access networks for UMTS technology.” A considerable amount of Motorola’s GSM and UMTS technologies, as well as all of Motorola’s third-party radio access networks for UMTS technology are provided by Huawei and involve Huawei’s confidential information.

45. Under the Motorola/NSN Transaction, NSN would acquire Motorola’s business in designing, developing, selling, and servicing GSM, CDMA, UMTS, WiMAX, messaging, LTE, and third-party switching infrastructure products.

46. The Motorola/NSN Transaction would also involve as many as 7,500 Motorola employees transferring from Motorola to NSN. These Motorola employees are currently based in the United States, India, the United Kingdom, and China, among other countries.

47. NSN is and has been at all relevant times a competitor with Huawei. NSN’s product portfolio includes products that compete directly with the products Huawei currently provides to Motorola under the Agreements. These include, for example, GSM Base Station Controllers (“BSC”), GSM Base Stations (“BTS”), UMTS Node B, UMTS Radio Network Controllers, Softswitch, and Long Term Evolution (LTE) Core Products.

Motorola Requests Huawei’s Consent to Assign the Agreements

48. On September 13, 2010, Motorola notified Huawei by electronic mail about the existence of the Motorola/NSN Transaction and Motorola’s intent to sell NSN its wireless infrastructure business. Motorola also requested Huawei’s consent to Motorola’s assignment to NSN of 13 agreements between Motorola and Huawei, including the RCA and the JRDC.

49. The Agreements require consent from Huawei before Motorola may assign any agreement to a third party. Huawei has not consented to an assignment to NSN. Since NSN is a chief competitor of Huawei that offers competing network software and hardware to the same customers, Huawei would be severely prejudiced by an assignment of the agreements. In particular, Huawei would be injured by any transfer to NSN of the right to receive and use Huawei's confidential information.

50. Motorola's proposed sale of assets to NSN creates a great danger that Motorola will provide Huawei's confidential information to NSN, contrary to Motorola's obligations in the Agreements. The Agreements provide that the disclosure of Huawei's confidential information to third parties requires consent. As a Huawei competitor, NSN's possession or use of Huawei confidential information would irreparably harm Huawei.

51. Huawei has been servicing the hardware and software technologies that Motorola has bought from it and resold to Motorola's customers. Huawei and Motorola have a complementary relationship under the Agreements since Motorola does not offer competing products and Huawei can therefore rely on Motorola to make good faith efforts to sell Huawei's OEM products to its customers. NSN, however, competes with Huawei by implementing products for similar markets, and NSN will have no incentive to purchase Huawei products or to cooperate with Huawei to continue to develop a competitive product portfolio. Indeed, were NSN to assume Motorola's role, Huawei would be forced to rely on NSN, a competitor, to sell Huawei's products, rather than on NSN's own products.

52. Huawei confidential information in Motorola's possession under the Agreements includes specifications and technical documentation on Huawei's products. Motorola also has access to Huawei's confidential product roadmaps detailing Huawei's future products and

features. For example, the following Huawei confidential information was provided to Motorola under the agreements during the course of the relationship between the two companies:

- Huawei's proprietary Abis Interface specification;
- Precaution Notices on the maintenance and repair of Huawei equipment;
- Confidential information related to product performance and testing;
- Training documentation and information related to Huawei equipment;
- Huawei's LTE Statement of Compliance and Test Case;
- Huawei Original Requirements and Design Requirements;
- Configuration Tools; and
- Confidential Information Relating to Future Products and Planning.

53. Motorola also created information that, if given to a Huawei competitor, would allow that competitor to discover Huawei's confidential information; for example, modifications to Motorola code in order to make Motorola base stations compatible with Huawei base station controllers. Under the agreements, Motorola is obligated to maintain the confidentiality of this information as well. For a Huawei competitor to have access to this information would cause irreparable harm to Huawei.

54. Huawei's product portfolio and technologies have been independently developed by Huawei at great expense to Huawei. Costs including conceptualization, prototyping, engineering, standards-compliance, compatibility testing, support, and troubleshooting have all imposed considerable expense on Huawei. Huawei has also worked to develop products to provide next-generation services to its customers, which involves further risk and expense. Huawei's work and invested capital in this area has given Huawei a competitive advantage, and Huawei's success in the marketplace reflects Huawei's investment in developing high quality products that can be made available to customers in the marketplace at a competitive cost. These

investments, which are represented in tangible form in Huawei's specifications, design and interface documents, road maps, software and hardware implementations, product documentation, support documentation, marketing documentation, pricing and commercial information, test documentation, and other confidential information, are among Huawei's most important assets. Their disclosure to a competitor would be harmful to Huawei.

55. Certain technologies at issue in the Motorola/NSN Transaction include the sale of Motorola's GSM and UMTS businesses, of which, on information and belief, a large portion of the existing customer base, and almost all of the newer UMTS customer base, uses equipment that Motorola purchased from Huawei. Due to the close relationship between Motorola and Huawei relating to GSM and UMTS technologies, the continued sale, support, and servicing of Motorola's GSM and UMTS businesses by NSN would unavoidably require the transfer to NSN and use by NSN of Huawei's confidential information. On information and belief, the GSM and UMTS businesses consist of approximately 25% of the business to be transferred under the Motorola/NSN Transaction, and account for approximately 1,500 of the approximately 7,500 personnel that would be transferred from Motorola to NSN in the Transaction.

56. On September 26, 2010, Xu Zhijun, Senior Vice President and Chief Products & Solutions Officer at Huawei explained in an electronic mail to Michael Annes and Robert Reiland of Motorola Huawei's concern that its confidential information and intellectual property disclosed to Motorola under the Agreements not be unlawfully disclosed to NSN. The email was copied to Michael Matthews at NSN. Huawei articulated its interest in a cooperative resolution of the dispute, but did not agree to assignment of the Agreements based in part on concerns that the assignment would result in Motorola providing Huawei confidential information and intellectual property to NSN, a direct competitor of Huawei.

57. On October 13, 2010, Michael Annes of Motorola and Michael Matthews of NSN sent a joint letter via email to Yang Dianyao of Huawei, setting forth certain proposals in the event of an assignment of the Agreements to NSN. In this email Motorola and NSN conceded that Motorola would disclose Huawei's confidential information to NSN as part of the Motorola/NSN Transaction under such an assignment. Motorola and NSN also stated that Motorola employees hired by NSN would continue to have access to confidential information Huawei had already provided to Motorola under the Agreements, effectively giving NSN access to Huawei's confidential information. The October 13, 2010 joint letter indicated the measures that Motorola and NSN believed appropriate to satisfy the Agreements' confidentiality protections, but those measures included NSN employees having continuous access to Huawei confidential information, in derogation of Motorola's agreement not to disclose the information. These proposed measures are not sufficient to safeguard Huawei's confidential information and, in fact, would facilitate the disclosure of that information to a competitor.

58. In further correspondence, Motorola indicated that, as part of the Motorola/NSN Transaction, Huawei's confidential information would be disclosed to NSN, and Huawei declined to consent to an assignment to its direct competitor.

59. The parties have been intensely conferring to try to avoid this dispute, but it now appears that an arbitration will be necessary. In compliance with the dispute resolution provisions of the Agreements, Huawei seeks interim relief to preserve the status quo pending the arbitration.

#### Arbitration May Be Rendered Futile

60. Huawei is in good faith seeking resolution of this dispute under the parties' agreed protocol, and is pursuing resolution through negotiation and, if necessary, arbitration

proceedings per the various Agreements in light of Motorola's prospective breach of its contract with Huawei. During the time that Huawei complies with the parties' dispute resolution procedure, however, the Motorola/NSN Transaction presents the real risk that Huawei confidential information will be disclosed to NSN. Once the confidential information is disclosed to NSN, that disclosure cannot be undone. Failure to preserve the status quo would frustrate the parties' agreement to arbitrate.

61. Motorola and NSN have announced that upon the finalization of the Motorola/NSN Transaction, a large number of Motorola employees will leave the employment of Motorola and become NSN employees. Because NSN is acquiring the Motorola business relevant to the Agreements, Motorola employees with knowledge of Huawei's confidential information will become employees of NSN, a chief competitor of Huawei.

62. The misappropriation of Huawei's trade secrets, disclosure of Huawei's confidential information in breach of Motorola's contractual obligations, and unlawful distribution of Huawei's copyrighted plans, designs, specifications, and product roadmaps to NSN, will cause Huawei irreparable harm for which it cannot be adequately compensated.

63. Failure to enjoin Motorola from breaching its agreement with Huawei until a properly impaneled arbitral tribunal per the parties' Agreements is able to adjudicate the issue of interim relief, or other final resolution as provided for in the parties' Agreements, would render the dispute resolution process futile, because the disclosure of Huawei's confidential information to NSN cannot be undone, and Huawei cannot be adequately compensated for the harm to its ability to compete if its competitor had this information.

64. NSN's willingness to assume Motorola's obligations under the Agreements will necessarily require NSN to have access to Huawei's proprietary and confidential trade secret

information and other confidential information. This includes, at a minimum, access to Huawei confidential information known by Motorola employees who have been or will be offered employment at NSN. It also includes Huawei confidential information necessary to fulfilling sales, engineering, and servicing obligations that Motorola bears under the Agreements.

65. Motorola and NSN stated in their October 13, 2010 letter to Huawei that under the Motorola/NSN Transaction, if the Agreements are assigned to NSN, Motorola employees with knowledge of Huawei confidential information would become NSN employees in order to continue their current duties. Ex-Motorola employees' performance of duties under the Agreements for NSN would require the use of Huawei's confidential information. It is inevitable that those employees would necessarily disclose that information to NSN in performance of those duties.

**COUNT ONE**

**(BREACH OF CONTRACT UNDER SWISS LAW)  
(against Motorola)**

66. Huawei incorporates paragraphs 1-65 as if fully set forth herein.

67. The Agreements provide that they are governed by and construed under the laws of the Country of Switzerland, without giving effect to any conflict of law provision or rule that would otherwise be applicable.

68. The Agreements are valid contracts under Swiss law. Code civil suisse [Civil Code] RS 220 ("Swiss Obligation Code"), arts. 1, et seq.

69. The Agreements provide that Huawei confidential information will not be disclosed by Motorola absent Huawei's written consent. Motorola has threatened breach of these provisions by its conclusion of the Motorola/NSN Transaction; by threatening to allow NSN employees access to Huawei confidential information; and by aiding and abetting the



employment of a large number of Motorola employees by NSN who have received confidential Huawei information. Motorola has provided no assurances that it can conclude the Motorola/NSN Transaction without the disclosure of Huawei's confidential information to NSN. To the contrary, Motorola's proposals to address Huawei's concerns in this regard have confirmed Motorola's intent to disclose and misuse such information.

70. On information and belief, Motorola may have already disclosed Huawei confidential information obtained under the Agreements to NSN relating to the Huawei proprietary interface for products subject to the Agreements.

71. The Agreements provide that Huawei copyrighted material provided to Motorola can only be used for certain licensed purposes. Motorola has threatened breach of these provisions by its conclusion of the Motorola/NSN Transaction and by threatening to copy Huawei's copyrighted materials outside the scope of its license. Motorola has provided no assurances that it can conclude the Motorola/NSN Transaction without copying Huawei's copyrighted materials to provide them to NSN.

72. Swiss law provides for specific performance of contractual promises not to do a specified act. Swiss Obligation Code at Art. 98. Under Swiss law a promise not to disclose confidential information or to only use copyrighted materials in accordance with a license may be subject to specific performance.

73. Huawei is entitled to specific performance of Motorola's promise not to disclose Huawei's confidential information. This threatened breach of the Agreement risks irreparable harm to Huawei.

74. Huawei is entitled to specific performance of Motorola's promise to only use Huawei's copyrighted materials according to the license granted by the Agreements.

75. Huawei is in good faith seeking resolution of this dispute under the parties' agreed dispute resolution protocol, and Huawei is pursuing resolution through negotiation and, if necessary, arbitration proceedings as provided for in the Agreements in light of Motorola's prospective breach of its contracts with Huawei.

76. Failure to enjoin Motorola from breaching its agreements with Huawei until a properly impaneled arbitral tribunal per the parties' Agreements is able to adjudicate the issue of interim relief, or other final resolution as provided for in the parties' Agreements, would render the dispute resolution process futile.

## **COUNT TWO**

### **(ACTUAL OR THREATENED MISAPPROPRIATION OF TRADE SECRETS) (against Motorola)**

77. Huawei incorporates paragraphs 1-76 as if fully set forth herein.

78. Arbitration of Huawei's claim for misappropriation of trade secrets could involve the application of trade secret law of a number of jurisdictions, including the State of Illinois, the Swiss Confederation, or the People's Republic of China. The actions threatened by Motorola would violate the trade secret law of each of these jurisdictions.

79. Huawei provided Huawei confidential information to Motorola regarding the products and services that Motorola agreed to purchase from Huawei. Huawei provided this information in multiple ways, including by the posting of confidential documents on a shared server maintained by Motorola known as the Compass server. Upon information and belief, the Compass server is maintained at or near Motorola's facility in Schaumburg, Illinois.

80. Huawei's confidential information, including specifications, road maps, software and hardware implementations, design and interface documentation, product documentation, support documentation, marketing documentation, pricing and commercial information, and test

documentation, are trade secrets under the Illinois Trade Secrets Act. 765 ILCS 1065 § 2.

Huawei derives economic value from the secrecy of this information, and by the lack of access to this information by Huawei's competitors. Huawei has at relevant times taken reasonable efforts to preserve the secrecy of its confidential information. Huawei has expended considerable resources to design, develop, implement, prototype, and manufacture products using those trade secrets.

81. Huawei's confidential information, including specifications, road maps, software and hardware implementations, design and interface documentation, product documentation, support documentation, marketing documentation, pricing and commercial information, and test documentation are protected as work results and trade secrets under the Swiss Federal Law on Unfair Competition. ("Swiss Federal Law on Unfair Competition"), art. 1 et seq. Huawei derives economic value from the secrecy of this information, and by the lack of access to this information by Huawei's competitors. Huawei has at relevant times taken reasonable efforts to preserve the secrecy of its confidential information. Huawei has expended considerable resources to design, develop, implement, prototype, and manufacture products using those trade secrets.

82. Huawei's confidential information, including specifications, road maps, software and hardware implementations, design and interface documentation, product documentation, support documentation, marketing documentation, pricing and commercial information, and test documentation, are trade secrets under the law of the People's Republic of China according to the Unfair Competition Prevention Act ("UCA"). UCA at art. 10. Huawei derives economic value from the secrecy of this information, and by the lack of access to this information by Huawei's competitors. Huawei has at relevant times taken reasonable efforts to preserve the

secrecy of its confidential information. Huawei has expended considerable resources to design, develop, implement, prototype, and manufacture products using those trade secrets.

83. Motorola agreed in the Agreements to take appropriate actions to ensure that any employee, contractor, or subcontractor permitted access to Huawei's confidential information would satisfy Motorola's non-disclosure obligations under the Agreements.

84. Motorola's prospective disclosure of Huawei's trade secrets to NSN constitutes a misappropriation of Huawei's trade secrets by Motorola under Illinois law. Motorola has a duty to prevent the disclosure of Huawei's trade secrets under the Illinois Trade Secrets Act. 765 ILCS 1065 § 2 forbids the disclosure or use of a trade secret belonging to another without that person's consent.

85. Motorola's prospective disclosure of Huawei's trade secrets to NSN constitutes a misappropriation of Huawei's work results and trade secrets by Motorola under Swiss law. Motorola has a duty to prevent the disclosure of Huawei's work results and trade secrets under the Swiss Federal Law on Unfair Competition, which forbids a person that has been entrusted with the work results of another from unduly exploiting them. Swiss Federal Law on Unfair Competition at art. 5(a).

86. Motorola's prospective disclosure of Huawei's trade secrets to NSN constitutes a misappropriation of Huawei's trade secrets by Motorola under the law of the People's Republic of China. Motorola has a duty to prevent the disclosure of Huawei's trade secrets under the UCA, which forbids the undue disclosure of trade secrets. UCA at art. 10.

87. Motorola agreed in writing in the Agreements to maintain the confidentiality of Huawei's confidential information, and not disclose the same to any third party except as

authorized by Huawei in writing. Huawei has not agreed to Motorola's disclosure of Huawei's trade secrets to NSN.

88. Motorola employees, under the auspices of the Agreements, obtained and used Huawei's confidential trade secret information. Per that agreement, Motorola agreed that any employee, contractor, or subcontractor permitted access to Huawei's confidential information would have access to such confidential information on a "need to know" only basis, and under a policy no less restrictive than Motorola's non-disclosure obligations under the Agreements. Motorola employees that have been offered employment by NSN under the Motorola/NSN Transaction acquired Huawei's confidential trade secret information subject to a duty to prevent its disclosure per the Agreements.

89. Huawei faces irreparable, noncompensable harm for which it has no adequate legal remedy. The unauthorized use of Huawei's confidential information by third parties will cause irreparable harm. The assignment of the Agreements under the Motorola/NSN Transaction would require the improper disclosure of Huawei's trade secrets by Motorola.

90. The Illinois Trade Secrets Act entitles Huawei to injunctive relief to prevent the threatened misappropriation of Huawei's trade secrets. 765 ILCS 1065 § 3.

91. The Swiss Federal Law on Unfair Competition entitles Huawei to injunctive relief to prevent the threatened misappropriation of Huawei's work results and trade secrets. Swiss Federal Law on Unfair Competition at art. 9.

92. The UCA entitles Huawei to relief in the event of a violation of the UCA. UCA at art. 25.

**COUNT THREE**

**(ACTUAL OR THREATENED MISAPPROPRIATION OF TRADE SECRETS)  
(against NSN)**

93. Huawei incorporates paragraphs 1-92 as if fully set forth herein.

94. Huawei's confidential information, including specifications, road maps, software and hardware implementations, design and interface documentation, product documentation, support documentation, marketing documentation, pricing and commercial information, and test documentation, are trade secrets under the Illinois Trade Secrets Act. 765 ILCS 1065 § 2. Huawei derives economic value from the secrecy of this information, and by the lack of access to this information by Huawei's competitors. Huawei has at relevant times taken reasonable efforts to preserve the secrecy of its confidential information. Huawei has expended considerable resources to design, develop, implement, prototype, and manufacture products using those trade secrets.

95. NSN has knowledge of the Agreements, including Motorola's duty to maintain the confidentiality of Huawei's trade secrets. NSN nonetheless seeks to acquire Huawei's trade secrets from Motorola, knowing that Motorola was under an obligation not to provide the confidential information to NSN. NSN's attempted acquisition of Huawei's trade secrets is therefore improper.

96. On information and belief, NSN may have already had access to Huawei confidential information that Motorola obtained under the Agreements relating to the Huawei proprietary interface for products subject to the Agreements.

97. NSN has solicited or made offers of employment to current or former Motorola employees having knowledge of Huawei's trade secrets. On information and belief, if hired by NSN, these individuals, in the course of their new employment, would be tasked with providing

service and support to former Motorola customers who use Huawei's products. It would be impossible for these employees to provide the required service and support for the Huawei products without making use of and/or disclosing Huawei's secret, valuable, and confidential knowledge regarding the products' operation. In soliciting the current or former Motorola employees and seeking to continue providing support and service to Motorola's former customers who use Huawei's products and technology, NSN seeks to use Huawei's confidential trade secret information.

98. NSN's attempts to unduly obtain access to Huawei's confidential trade secret information are a misappropriation of trade secrets. *E.g.*, The Illinois Trade Secrets Law prohibits the use of trade secrets by one that has acquired them in an improper way. 765 ILCS 1065 § 2. Improper means of acquisition include inducing a breach of a confidential relationship, such as that between Motorola and Huawei.

99. Huawei faces irreparable, noncompensable harm for which it has no adequate legal remedy. The assignment of the Agreements under the Motorola/NSN Transaction would require the improper acquisition of Huawei's trade secrets by NSN. Huawei is entitled to injunctive relief to prevent the threatened misappropriation of Huawei's trade secrets and, to the extent misappropriation has already occurred, monetary damages in an amount to be proven in court. 765 ILCS 1065 § 3.

**COUNT FOUR**

**(COPYRIGHT INFRINGEMENT)  
(against Motorola)**

100. Huawei incorporates paragraphs 1-99 as if fully set forth herein.

101. Materials provided by Huawei to Motorola under the agreements include copyrighted Huawei intellectual property. Huawei intellectual property provided to Motorola remains Huawei's intellectual property. Intellectual property related to the products created for Motorola by Huawei belong to Huawei. Huawei copyrights include manuals, specifications, road maps, software and hardware implementations, design and interface documentation, product documentation, support documentation, marketing documentation, pricing and commercial information, test documentation and tools, source code and object code (collectively, "Huawei's copyrighted works"). The relevant intellectual property was created outside the United States by Huawei employees and engineers and is afforded protection in the United States by the Berne Convention.

102. Huawei provided copies of its copyrighted works to Motorola subject to a conditional license that documents and other written materials were solely for use by Motorola to market Huawei's products, to support the products, for other strictly internal purposes, or to provide to customers. Huawei provided copies of its object code to Motorola also subject to a conditional license that Motorola could make copies of the code only for running, maintaining, or operating an end user's system.

103. Huawei's copyrighted works provided to Motorola are protected by the United States Copyright Act. 17 U.S.C. § 104.

104. Huawei's copyrighted works provided to Motorola are protected by Swiss copyright law. RS 231.1 ("Swiss Copyright Law"), art. 1 et seq; Swiss Copyright Law at art. 2.

105. Huawei's copyrighted works provided to Motorola are protected by the Copyright Law of the People's Republic of China ("P.R.C. Copyright Law") and the Regulations for the



Protection of Computer Software of the People's Republic of China ("P.R.C. Software Regulations"). P.R.C. Copyright Law at arts. 9, 11; P.R.C. Software Regulations at art. 13.

106. As a copyright holder, Huawei has an exclusive right to copy, distribute, and prepare derivative works of Huawei's copyrighted works under the U.S. Copyright Act. 17 U.S.C. § 106.

107. Huawei has an exclusive right to copy, distribute and prepare derivative works of Huawei's copyrighted works under Swiss law. Swiss Copyright Law at art. 10 and 11.

108. Huawei has an exclusive right to copy, distribute, and prepare derivative works of Huawei's copyrighted works under P.R.C. Law. P.R.C. Copyright Law at art. 3 and 10; P.R.C. Software Regulations at art. 8.

109. Acts by Motorola outside the scope of the conditional grant of license from Huawei are an infringement of the exclusive rights under U.S., Swiss, and P.R.C. law.

110. Unauthorized copying or preparation of derivative works of Huawei's copyrighted intellectual property by Motorola, including providing copies to NSN, constitutes an infringement of copyright under the laws of the United States. U.S. Copyright Act. 17 U.S.C. § 501 et seq. Infringements include Motorola copying Huawei's copyrighted works in Motorola's possession to provide to NSN.

111. Unauthorized copying, distribution, or creation of derivative works of Huawei's copyrighted works, including providing copies to NSN, constitutes an infringement of copyright under the laws of Switzerland. Swiss Copyright Law at art. 10 and 11. Infringements include Motorola copying Huawei's copyrighted works in Motorola's possession to provide to NSN.

112. Unauthorized copying or preparation of derivative works of Huawei's copyrighted intellectual property by Motorola, including providing copies to NSN, constitutes an

infringement of copyright under the laws of the People's Republic of China. P.R.C. Copyright Law at arts. 10, 47-48; P.R.C. Software Regulations at art. 8, 23-24. Infringements include Motorola copying Huawei's copyrighted works in Motorola's possession to provide to NSN.

113. Huawei is entitled to injunctive relief to prevent and restrain Motorola's infringement or threatened infringement of Huawei's exclusive rights under the U.S. Copyright Act. 17 U.S.C. § 502.

114. Huawei is entitled to injunctive relief to prevent and restrain Motorola's infringement or threatened infringement of Huawei's exclusive rights under Swiss law. Swiss Copyright Law at art. 62(1)a and 62(1)b.

115. Huawei is entitled to injunctive relief to prevent and restrain Motorola's infringement of Huawei's exclusive rights under the laws of the People's Republic of China. P.R.C. Copyright Law at art. 50; P.R.C. Software Regulations at art. 26.

116. Huawei is in good faith seeking resolution of this dispute under the parties' agreed protocol, and is pursuing resolution through negotiation and, if necessary, arbitration proceedings in light of Motorola's prospective disclosure of Huawei's copyrighted intellectual property to NSN.

117. Huawei faces irreparable, noncompensable harm for which it has no adequate legal remedy. Failure to enjoin Motorola from distributing, using, or selling Huawei's copyrighted works until a properly impaneled arbitral tribunal per the parties' Agreements is able to adjudicate the issue of interim relief, or other final resolution as provided for in the parties' Agreements, would make the dispute resolution process futile.

**COUNT FIVE**

**(CONTRIBUTORY COPYRIGHT INFRINGEMENT)  
(against NSN)**

118. Huawei incorporates paragraphs 1-117 as if fully set forth herein.

119. As stated in preceding paragraphs, Motorola has infringed Huawei's copyrights through the unauthorized distribution, copying, or creation of derivative works.

120. On information and belief, NSN was at all relevant times aware that Huawei had a valid U.S. copyright in Huawei's copyrighted works provided to Motorola.

121. On information and belief, NSN encouraged and abetted Motorola's infringement because NSN's assumption of Motorola's obligations under the Agreements would require Motorola to copy or distribute Huawei's copyrighted documents to NSN

122. Motorola's actual or threatened unauthorized copying of Huawei's copyrighted works in order to provide those documents to NSN entitles Huawei to injunctive relief. 17 U.S.C. §§ 104, 106, 501. Huawei is also entitled to monetary damages in an amount to be proven in court.

### **REQUEST FOR RELIEF**

WHEREFORE, Huawei respectfully requests that this Court enter the following relief against Defendants:

- A. judgment in favor of Huawei on its claims against NSN;
- B. preliminary injunctive relief, pending negotiation and arbitration, enjoining and restraining defendant Motorola and its subsidiaries, affiliates, officers, directors, agents, employees, servants, licensors, successors, assigns, and all those acting in concert with them, from disclosing Huawei's confidential information and information that would reveal Huawei's confidential information<sup>1</sup> and from inducing, encouraging, or providing material aid to others to

---

<sup>1</sup> For the purpose of this injunction, "Huawei confidential information" encompasses all Huawei confidential information that Huawei provided to Motorola under the agreements, or other

*(Footnote continued)*

disclose or use Huawei's confidential information, including by aiding, abetting, or facilitating the hiring of former Motorola employees by NSN; and from making unlawful copies of Huawei's copyrighted works; in breach of Motorola's agreement with Huawei;

C. preliminary injunctive relief, pending negotiation and arbitration, enjoining and restricting defendant Motorola and its subsidiaries, affiliates, officers, directors, agents, employees, servants, licensors, successors, assigns, and all those acting in concert with them, from granting NSN personnel access to Huawei trade secrets or by transferring assets containing, including, embodying, or disclosing Huawei trade secrets to NSN, including by the transfer of computer hardware, media, prototypes, samples, parts, or software including source code;

D. preliminary injunctive relief, pending negotiation and arbitration, requiring defendants Motorola and NSN and their subsidiaries, affiliates, officers, directors, agents, employees, servants, licensors, successors, assigns, and all those acting in concert with them, to modify their transaction to prevent the transfer of Motorola's GSM and UMTS business to NSN;

E. preliminary and permanent injunctive relief, enjoining and restricting defendant NSN and its subsidiaries, affiliates, officers, directors, agents, employees, servants, licensors, successors, assigns, and all those acting in concert with them, from hiring, offering employment,

---

information in Motorola's possession that would disclose Huawei's confidential information, and includes the following:

- Huawei's proprietary Abis Interface specification;
- Precaution Notices on the maintenance and repair of Huawei equipment;
- Confidential information related to product performance and testing;
- Training documentation and information related to Huawei equipment;
- Huawei's LTE Statement of Compliance and Test Case;
- Huawei Original Requirements and Design Requirements;
- Configuration Tools; and
- Confidential Information Relating to Future Products and Planning.

or retaining any current or former Motorola employee who have received Huawei confidential information through the course of Motorola's relationship with Huawei;

F. preliminary and permanent injunctive relief, enjoining and restricting defendant NSN and its subsidiaries, affiliates, officers, directors, agents, employees, servants, licensors, successors, assigns, and all those acting in concert with them, from obtaining, soliciting, or otherwise receiving, Huawei confidential information from Motorola, former Motorola employees, or any other source; and from inducing or contributing to the making of unlawful copies of Huawei's copyrighted information;

G. preliminary and permanent injunctive relief, enjoining and restricting defendant NSN and its subsidiaries, affiliates, officers, directors, agents, employees, servants, licensors, successors, assigns, and all those acting in concert with them, from transferring from Motorola, including by the transfer of computers, establishment of a server, delivery of documents, electronic network communications, or from accepting computers, hard drives, digital media including compact discs, digital tapes, or any other media, Huawei's confidential information;

H. preliminary and permanent injunctive relief, enjoining and restricting defendant NSN and its subsidiaries, affiliates, officers, directors, agents, employees, servants, licensors, successors, assigns, and all those acting in concert with them, from using Huawei confidential information, including documentation, specifications, product roadmaps, and support documents;

I. compensatory and increased damages sustained as a result of defendant NSN's wrongful actions, together with an accounting of defendant NSN's profits and unjust enrichment arising from those actions;

J. an order compelling Motorola to identify any Huawei confidential information, information that discloses Huawei confidential information, or any other confidential

information for which Motorola owes a duty of non-disclosure to Huawei, including Huawei's product information, specifications, documentation, and product roadmaps, that has been disclosed to NSN or other third parties, including by whom, when, and to whom such disclosures were made;

K. an order compelling NSN to identify any Huawei confidential information, information that discloses Huawei confidential information, or any other confidential information for which Motorola owes a duty of non-disclosure to Huawei, including Huawei's product information, specifications, documentation, and product roadmaps, that has been received from Motorola or otherwise;

L. attorneys' fees and costs;

M. such further relief against NSN as this Court may deem proper, in law or equity.

DATED: January 24, 2011

Respectfully Submitted,

By           /s/ Robert T. Haslam          

Robert Haslam (ND Ill. ID No. 71134)  
Stanley Young (*pro hac vice* application pending)  
COVINGTON & BURLING LLP  
333 Twin Dolphin Drive, Suite 700  
Redwood Shores, CA 94065  
T: (650) 632-4700  
F: (650) 632-4800

Chris Martiniak (*pro hac vice* application pending)  
Dale Rice (*pro hac vice* application pending)  
Samuel F. Ernst (*pro hac vice* application pending)  
Nathan Shafroth (*pro hac vice* application pending)  
Robert Williams (ND Ill. ID No. 247428)  
COVINGTON & BURLING LLP  
1 Front Street  
San Francisco, CA 94111  
T: (415) 591-6000  
F: (415) 591-6091

H. Michael Hartmann (ND Ill. ID No. 1146130)  
David M. Airan (ND Ill. ID No. 6215687)  
LEYDIG, VOIT & MAYER, LTD.  
Two Prudential Plaza, Suite 4900  
Chicago, IL 60601  
T: (312) 616-5600  
F: (312) 616-5700

*Attorneys for Plaintiff*  
*Huawei Technologies, Co., Ltd.*

## **EXHIBIT A**





## PRESS RELEASES

Share this    Subscribe    Print

<b>Search the Media Center</b>
<b>About Us</b>
<b>Careers</b>
<b>Company Overview</b>
<b>Corporate Responsibility</b>
<b>Investor Relations</b>
<b>Media Center</b>
<b>Board of Directors</b>
<b>Event Calendar</b>
<b>Executive Team</b>
<b>Fact Sheets</b>
<b>Image Gallery</b>
<b>Industry Analysts</b>
<b>Media Contacts</b>
<b>News Bytes</b>
<b>Press Kits</b>
<b>Press Releases</b>
<b>Social Media</b>

### Motorola and Huawei Create New UMTS Venture for Customers Worldwide

July 25, 2006

#### Motorola and Huawei Create New UMTS Venture for Customers Worldwide

*Companies to Unveil Joint R&D Center in Shanghai, China*

Rosemont, Ill. and Shenzhen, China – 25 July 2006 – Motorola, Inc. (NYSE: MOT) and Huawei Technologies, Co., Ltd. ("Huawei"), a leader in providing next generation telecommunications network solutions for operators around the world, today announced a new collaboration to bring an enhanced and extensive portfolio of UMTS and HSPA infrastructure equipment to customers worldwide. By combining their expertise in UMTS, the companies will meet the needs of mobile operators today and in the future.

One of the keys to this UMTS venture is the creation of a joint research and development center in Shanghai, China, where employees from both companies will work on development of the architecture and portfolio of products and services.

This feature rich portfolio will offer mobile operators worldwide a compelling choice of UMTS solutions, including one of the broadest ranges of radio access, circuit and packet core products and high speed packet access (HSPA) over a wide range of new frequency bands. This relationship is expected to provide time-to-market advantages while enhancing the ability of both companies to rapidly evolve their UMTS portfolios for the global market.

Motorola will contribute to the collaboration its services expertise in network design, deployment and integration as well as providing value added services such as network performance, network security, network management and Operation Support Systems (OSS). Motorola's services portfolio will provide operators with the tailored services offerings they need to address the markets they serve. To this collaboration, Huawei will also contribute its dramatically increasing expertise in technology innovation, research and development.

"Motorola is committed to being a global leader in next-generation networks and to supporting its customers with local in-country expertise. With this collaboration, we are better positioned to meet our customers' 3G network infrastructure needs both today and in the future," said Greg Brown, president, Networks & Enterprise, Motorola. "This agreement enhances our technological innovation while also creating cost savings for our business."

"Due to its technology leadership, abundant experience in mobile and valuable relationships with customers around the world, Motorola is the perfect research and development partner for Huawei. Huawei and Motorola customers will benefit immediately from this collaboration with rapid availability of an innovative and extensive product portfolio, as well as our rich experience in mobile networks," said Zhang Shunmao, president of Wireless Product Line of Huawei. "Today's announcement will result in a highly competitive commercial product and extensive services portfolio, which will provide operators with immediate access and support for high quality, efficient UMTS and HSPA solutions for deployment worldwide, and help enhance their competitiveness in the market."

#### About Huawei Technologies Co., Ltd.

Huawei Technologies Co., Ltd. ("Huawei") is a leader in providing next generation telecommunications network solutions for operators around the world. The company is dedicated to providing innovative and customized products, services and solutions to create long-term value and potential growth for its customers. Huawei's products and solutions are deployed in over 100 countries and serve 28 of the world's top 50 operators, as well as over one billion users worldwide. For more information, please visit [www.huawei.com](http://www.huawei.com).

#### About Motorola

Motorola is known around the world for innovation and leadership in wireless and broadband communications. Inspired by our vision of Seamless Mobility, the people of Motorola are committed to helping you get and stay connected simply and seamlessly to the people, information, and entertainment that you want and need. We do this by designing and delivering "must have" products, "must do" experiences and powerful networks -- along with a full complement of support services. A Fortune 100 company with global presence and impact, Motorola had sales of US \$35.3 billion in 2005. For more information about our company, our people and our innovations, please visit [www.motorolasolutions.com](http://www.motorolasolutions.com)

###

#### Media Contacts:

Motorola  
Stephanie Forrest  
+44 7739 884452  
[stephanie.forrest@motorolasolutions.com](mailto:stephanie.forrest@motorolasolutions.com)

Huawei Technologies Co., Ltd.

Fu Jun  
+86-755-28567243  
[fu.jun@huawei.com](mailto:fu.jun@huawei.com)

MOTOROLA and the stylized M Logo are registered in the US Patent & Trademark Office. All other product or service names are the property of their respective owners.  
© Motorola, Inc. 2006.

#### Business Risks

Statements in this press release that are not historical facts, including statements about impact of the proposed collaboration and future products and services, are forward-looking statements based on current expectations that involve risks and uncertainties. Motorola cautions the reader that the factors below, as well as other factors in Motorola's most recent annual report on Form 10-K and in its other SEC filings, could cause actual results to differ materially from the forward-looking statements. These factors include: lower than anticipated customer demand for the products and services to be offered; unanticipated technology limitations; and difficulties in effectively collaborating.

[Learn More](#)

[Manage My Subscriptions](#)

### Quick Links

<a href="#">Company Overview</a>
<a href="#">Corporate Responsibility</a>
<a href="#">Environmental Fact Sheet</a>
<a href="#">Motorola Mobility Media Center</a>
<a href="#">Next Generation Public Safety</a>