UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF TEXAS
MARSHALL DIVISION

KONINKLIJKE KPN N.V., Plaintiff, vs. TELEFONAKTIEBOLAGET LM ERICSSON and ERICSSON INC., Defendants.	Case No. 2:22-cv-282-JRG JURY TRIAL DEMANDED

UNOPPOSED MOTION FOR ISSUANCE OF LETTER OF REQUEST
FOR INTERNATIONAL JUDICIAL ASSISTANCE

Defendants Telefonaktiebolaget LM Ericsson and Ericsson Inc. ("Ericsson") respectfully request that the Court issue the letter of request attached hereto as Exhibit A ("Letter of Request"). The Letter of Request solicits assistance from the Dutch authorities to obtain documents and deposition testimony from Nederlandse Organisatie voor Toegepast Natuurwetenschappelijk Onderzoek ("TNO") and fifteen inventors of the asserted patents that are or were employed by TNO. Accordingly, the discovery sought is highly material to Ericsson's defenses in this case.

I. INTRODUCTION

Plaintiff Koninklijke KPN N.V. ("KPN") is a Dutch telecommunications company. KPN filed suit against Ericsson alleging infringement of five patents. Of those five patents, three were originally assigned to both KPN and TNO, another Dutch entity.

KPN has repeatedly informed Ericsson that it cannot produce documents and information within TNO's possession, custody, or control even though such information must be produced in the early stages of every patent case.[1] KPN has further informed Ericsson that it cannot produce

[1] Ericsson maintains that KPN has a contractual right to request such documents and information from TNO pursuant to

KONINKLIJKE KPN N.V.
EXHIBIT 2012

relevant witnesses, including inventors of the asserted patents, that are or were formerly employed by TNO for deposition in this matter. KPN maintains that it is Ericsson's burden to seek this highly relevant evidence from TNO and the inventors themselves in the Netherlands.

Accordingly, Ericsson respectfully requests that the Court issue the attached Letter of Request to the judicial authorities of the Netherlands. *See* Ex. A.[2]

KPN states that it disagrees both with Ericsson's representations and statements in this motion and with the relevance and/or need for the discovery Ericsson seeks. KPN further states that the requests are overbroad and non-specific and do not satisfy this Court's direction in *Luminati Networks Ltd. v. Code200, UAB*, No. 2:19-CV-00396-JRG, 2021 WL 2819457, at *2 (E.D. Tex. Feb. 1, 2021). KPN nevertheless states that it does not oppose the request for the reasons discussed at the May 17 hearing, including that Ericsson has agreed to include in its Letter of Request an explanation and confirmation that the Appropriate Judicial Authority of the Netherlands may exercise its discretion as to the reasonableness and burden of the requests and deny them should it find they impose obligations greater than allowed under Dutch law.

II. THE COURT MAY ISSUE THE ATTACHED LETTER OF REQUEST TO TNO IN THE NETHERLANDS

The Hague Convention "procedures are available whenever they will facilitate the gathering of evidence by the means authorized in the Convention." *Société Nationale Industrielle Aéropostiale v. U.S. Dist. Ct. for the S. Dist. of Iowa*, 482 U.S. 522, 541 (1987). Because the Netherlands is a party to the Hague Convention, the attached Letter of Request is an appropriate means for seeking discovery from TNO. *See* Netherlands Judicial Assistance Information, available

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a long-term research agreement entered into by KPN and TNO. In response, KPN "asked TNO if they are willing to produce the materials requested by Ericsson, and relayed that if it makes any difference, TNO should treat the requests as coming from KPN." Ex. B at 4. Accordingly, the letter of request is necessary to ensure Ericsson's right to a fulsome document production from TNO.

[2] Should the Court grant Defendants' Motion for Issuance of Letter of Request, Ericsson will obtain a certified Dutch translation of Exhibit A.

at https://travel.state.gov/content/travel/en/legal/Judicial-Assistance-Country-Information/Netherlands.html (last visited January 30, 2022); *see also* 28 USC § 1781(b)(2) (permitting the "transmittal of a Letter of Request or request directly from a tribunal in the United States to the foreign or international tribunal, officer, or agency to whom it is addressed and its return in the same manner"). And, under the Hague Convention, evidence can be compelled pursuant to a Letter of Request transmitted directly from the Court to the appropriate central authority in the Netherlands.

III. ARGUMENT

Ericsson requests that the Court issue the attached Letter of Request to obtain documents and testimony from TNO and its employees that may be vital to Ericsson's defenses in this case. *See Luminati Networks Ltd. v. Teso LT, UAB*, No. 2:19-CV-00395-JRG, 2020 WL 6815153, at *1 (E.D. Tex Oct. 28, 2020); *see also Compagnie Des Grands Hotels d'Afrique S.A. v. Starman Hotel Holdings LLC*, No. 18-00654 RGA, 2019 WL 3081750, at *2 (D. Del. July 15, 2019) ("Courts routinely issue such letters where the movant makes a reasonable showing that the evidence sought may be material or may lead to the discovery of material evidence."). As reflected in the Letter of Request, Ericsson seeks, among other things, licenses covering the asserted patents, documents evidencing the first public disclosure or sale of the alleged inventions, conception documents, communications between the named inventors and standard setting organizations regarding subject matter disclosed in the asserted patents, and depositions of the named inventors. *See* Exhibit A. KPN maintains that it cannot provide routine discovery because TNO is a separate entity and KPN is not in possession, custody, or control of TNO's documents or witnesses. Accordingly, Ericsson respectfully requests that the Court issue the attached Letter of Request to the judicial authorities of the Netherlands.

IV. CONCLUSION

Ericsson respectfully requests that the Court issue the attached Letter of Request to the

judicial authorities of the Netherlands to obtain relevant documents and information from TNO.

Dated May 19, 2023

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**ATTORNEYS FOR
TELEFONAKTIEBOLAGET LM
ERICSSON AND ERICSSON INC**

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing document has been served on all counsel of record via the Court's ECF system on May 19, 2023.

/s/ *Nicholas Mathews*
Nicholas Mathews

CERTIFICATE OF CONFERENCE

I hereby certify that pursuant to Local Rules CV-7(h) and (i), counsel for Ericsson conferred with counsel for KPN regarding this Motion and all counsel indicated that they do not oppose the relief sought herein.

/s/ *Nicholas Mathews*
Nicholas Mathews

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF TEXAS
MARSHALL DIVISION

KONINKLIJKE KPN N.V., Plaintiff, vs. TELEFONAKTIEBOLAGET LM ERICSSON and ERICSSON INC., Defendants.	Case No. 2:22-cv-282 JURY TRIAL DEMANDED

LETTER OF REQUEST FOR INTERNATIONAL JUDICIAL ASSISTANCE PURSUANT TO THE HAGUE CONVENTION ON THE TAKING OF EVIDENCE ABROAD IN CIVIL OR COMMERCIAL MATTERS

The United States District Court for the Eastern District of Texas presents its compliments to the Appropriate Judicial Authority of the Netherlands, and requests international judicial assistance to obtain evidence from Nederlandse Organisatie voor Toegepast Natuurwetenschappelijk Onderzoek ("TNO") to be used at trial in the above-captioned matter. This Court has authority to submit this Letter of Request for International Judicial Assistance under the Hague Convention on the Taking of Evidence Abroad in Civil or Commercial Matters ("Hague Convention"). The deadline for the completion of fact discovery in this matter is October 31, 2023 under the current case schedule. In light of the foregoing, this Court respectfully requests that the Appropriate Judicial Authority of the Netherlands give this matter urgent attention so that the evidence requested herein may be obtained as soon as possible.

This Court further states that this Letter of Request is not intended to seek or compel any obligation or effort in excess of what the Appropriate Judicial Authority of the Netherlands would ordinarily permit. Accordingly, the Appropriate Judicial Authority of the Netherlands may exercise its discretion as to the reasonableness and burden of the requests and deny them should

it decide that they impose obligations greater than what is typically allowed or expected under the laws of the Netherlands. This Court further states that this Letter of Request is not intended to request impose on TNO any obligation to make documents or persons available for deposition that are not within its possession, custody, or control.

1. Sender	The Honorable Rodney Gilstrap United States District Court for the Eastern District of Texas 100 East Houston Street Marshall, Texas 75670 United States of America
2. Central Authority of the Requested State	De Officier van Justitie Arrondissementsparket Den Haag Afdeling executie, t.a.v. Ms. J. Booister Postbus 20302 2500 EH Den Haag The Netherlands
3. Person to whom the executed request is to be returned	Carson D. Young McKool Smith 300 Crescent Court, Suite 1500 Dallas, Texas 75202 United States of America
4. Specification of the date by which the requesting authority requires receipt of the response to the Letter of Request	A response is requested as soon as possible.
In conformity with Article III of the Hague Convention of 18 March 1970 on the Taking of Evidence Abroad in Civil or Commercial Matters, the undersigned applicant has the honor to submit the following request:	
5. *a* Requesting judicial authority	The Honorable Rodney Gilstrap United States District Court for the Eastern District of Texas 100 East Houston Street Marshall, Texas 75670 United States of America
5. *b* To the competent authority of	De Officier van Justitie Arrondissementsparket Den Haag Afdeling executie, t.a.v. Ms. J. Booister Postbus 20302

	2500 EH Den Haag The Netherlands
5. *c* Names of the case and any identifying number	Case No. 2:22-cv-282-JRG: Koninklijke KPN N.V. v. Telefonaktiebolaget LM Ericsson and Ericsson Inc.
6. Names and addresses of the parties and their representatives	Plaintiff: Koninklijke KPN N.V. Representative for KPN: Andres Healy Susman Godfrey L.L.P. 401 Union Street Suite 3000 Seattle, WA 98101 Defendants: Telefonaktiebolaget LM Ericsson and Ericsson Inc. Representative for Ericsson: Nicholas Mathews McKool Smith, P.C. 300 Crescent Court, Suite 1500 Dallas, TX 75201
7. *a* Nature of the proceedings (divorce, paternity, breach of contract, product liability, etc.)	Alleged infringement of United States Patents.
7. *b* Summary of complaint	Koninklijke KPN N.V. ("KPN") filed a complaint alleging that Ericsson sells wireless telecommunications software in the United States that practice one or more claims in U.S. Patent Nos. 7,092,705 B2 ("the '705 Patent"); 8,660,560 B2 ("the '560 Patent"); 8,886,772 B2 ("the '772 Patent"); 9,372,098 B2 ("the '098 Patent"); and 10,924,500 B2 ("the '500 Patent") in violation of 35 U.S.C. § 271. To compensate KPN for Ericsson's alleged infringement, KPN asks the Court to award an unspecified amount of damages, pre-judgement and post-judgement interest, and attorneys' fees.

7. *c* Summary of defense and counterclaim	In its answer to KPN's complaint, Ericsson asserts various counterclaims and defenses, including defenses of non-infringement, invalidity, and unenforceability. Ericsson disputes that it infringes any valid, enforceable claim in the asserted patents.
8. Evidence to be obtained and purpose	The asserted patents originated in part with TNO, a Dutch entity headquartered in Hague, Netherlands. TNO and KPN were the original applicant and assignee for three of the five patents, and several named inventors were employed by TNO at the time of the alleged inventions. Years after completing the alleged inventions and applying for patent protection in the United States, TNO assigned its ownership of the asserted patents to KPN. This Letter of Request is intended to obtain evidence from TNO that is unavailable through other means and reasonably likely to be material to Ericsson's defenses.
9. Identity and address of any person to be examined	Nederlandse Organisatie voor Toegepast Natuurwetenschappelijk Onderzoek Anna van Buerenplein 1 2595 DA Den Haag Postadres Postbus 96800 2509 JE Den Haag Job Cornelis Oostveen Bilderdijklaan 2 Haren, NL 9752 EN Ljupco Jorguseski Jozef Israellaan 234 Rijswijk, NL 2282 TR Remco Litjens Van Kempenstraat 22 Voorschoten, NL 2352 VH Adrian Victor Pais Caan van Necklaan 25 Rijswijk, NL

	2281 BA Haibin Zhang Usselincxstraat 142 The Hague, NL 2593 VP Bryan Jerrel Busropan Zalmforelvijver 3 Leidschendam, NL 2268 BP Frank Muller Hopstraat 59 Delft, NL 2611 TB
10. Questions to be put to the persons to be examined or statement of the subject-matter about which they are to be examined	Please see attached list of deposition topics in Exhibit B. Such topics were drafted by Ericsson, not by the United States District Court for the Eastern District of Texas. The Appropriate Judicial Authority of the Netherlands may consider the relevance, necessity, and burden of producing the evidence sought in this request. Please see attached list of individual deponents in Exhibit C.
11. Documents or other property to be inspected	Please see attached list of document requests in Exhibit A. Such document requests were drafted by Ericsson, not by the United States District Court for the Eastern District of Texas. The Appropriate Judicial Authority of the Netherlands may consider the relevance, necessity, and burden of producing the evidence sought in this request.
12. Any requirement that the evidence be given on oath or affirmation and any special form to be used	It is respectfully requested that an appropriate judicial officer of the Netherlands direct that the witness be duly sworn in accordance with the applicable procedures of the Netherlands, and that the testimony be taken and transcribed by a qualified court reporter and videographer chosen by Ericsson's representatives. It is further

	requested that the transcription of the deposition be in the English language if allowable under the local law.
13. Special methods or procedure to be followed (e.g. oral or in writing, verbatim, transcript or summary, cross-examination, etc.)	It is respectfully requested that: (A) TNO be required to designate one or more person(s) to testify on its behalf regarding the deposition topics listed in Exhibit B; (B) The attorneys conducting the examinations be permitted to ask questions regarding the deposition topics listed in Exhibit B; (C) TNO be required to make available for deposition, in-person or remotely, the individual deponents in Exhibit C to the extent employed by TNO. (D) The examinations be conducted orally; (E) A stenographer be permitted to record verbatim the examinations; and (F) The documents requested in Exhibit A be provided to Ericsson no later than twenty-one (21) days prior to the depositions at a convenient location to be mutually determined.
14. Request for notification of the time and place for the execution of the Request and identity and address of any person to be notified	May 5, 2023 at 5:00 pm CDT Carson Young McKool Smith 300 Crescent Court, Suite 1500 Dallas, TX 75202 United States of America
15. Request for attendance or participation of judicial personnel of the requesting authority at the execution of the Letter of Request	None
16. Specification of privilege or duty to refuse to give evidence under the law of the State of origin	The witness may refuse to give evidence only insofar as he or she has a privilege or duty to refuse to give evidence under the laws of the United States or the laws of the Netherlands.
17. The fees and costs incurred which are reimbursable under the second paragraph of Article 14 or under Article 26 of the Convention will	Ericsson c/o its representatives and counsel, as identified above.

be borne by	

Attachments: Exhibit A, Documents to be Produced by TNO;
Exhibit B, Topics for the Deposition of TNO; and
Exhibit C, Individual Deponents to be Made Available by TNO
Exhibit D, Protective Order entered in Case No. 2:22-cv-282-JRG.

Reciprocity and Reimbursement for Costs

This Court stands ready to extend similar assistance to the judicial tribunals of the Netherlands. To the extent that there are expenses associated with providing assistance in response to this Letter of Request, this Court will see that the appropriate judicial authority of the Netherlands is reimbursed by Ericsson.

DATE: _____

Signature and Seal of the
Requesting Authority:

_____
The Honorable Rodney Gilstrap
United States District Court
Eastern District of Texas

EXHIBIT A

Instructions:

1. All documents that respond, in whole or in part, to any portion of the requests below are to be produced in their entirety (without redactions, except for information claimed to be privileged or work product), including all attachments and enclosures.

2. Documents must be produced as they are kept in the usual course of business. For documents responsive to a request herein that exist in electronic form, you shall produce such documents in electronic form.

3. If you claim that any information, document, thing or part thereof ("information") requested herein is privileged or immune from discovery, produce non-privilege information and separately identify in a privileged document log all information withheld from production on the basis of privilege, including (a) the date that the information was created; (b) the author or sender(s) by position and entity with which they are employed or associated; (c) the recipient(s), including copy recipient(s), by position and entity with which they are employed or associated; (d) the general subject matter of the withheld information; and (e) the type of privilege claimed.

4. If any of the categories of documents and things cannot be produced in full after exercising reasonable diligence to secure the documents and things requested, please so state, supply any documents and things that can be produced, and set forth the reasons why the responsive documents and things could not be secured and produced.

Definitions:

As used in Exhibits A and B, the following terms shall have the meanings set forth below:

1. "Asserted Patents" or "Patents-in-Suit" refers collectively to U.S. Patent Nos. 7,092,705 B2 ("the '705 Patent"); 8,660,560 B2 ("the '560 Patent"); 8,886,772 B2 ("the '772

Patent"); 9,372,098 B2 ("the '098 Patent"); and 10,924,500 B2 ("the '500 Patent").

2. "TNO," "You," and "Your" refer to Nederlandse Organisatie voor Toegepast Natuurwetenschappelijk Onderzoek as well as all of its parent and subsidiary corporations, divisions, affiliates, and related entities.

3. "Document" and/or "Documents" are used in the broadest sense allowed by Rule 34(a) of the Federal Rules of Civil Procedure and include, but are not limited to, writings, printings, drawings, graphs, charts, photographs, notes, books, papers, and electronically generated and/or stored subject matter (e.g., emails, spreadsheets, PDFs, and the like).

4. "Ericsson" means Telefonaktiebolaget LM Ericsson and Ericsson Inc.

5. "KPN" means Koninklijke KPN N.V. as well as all of its parent and subsidiary corporations, divisions, affiliates, and related entities.

6. "SSO" means standards setting organization.

Documents Requested:

1. All licenses granted by TNO that cover any of the Asserted Patents.

2. All Documents related to any payment(s) TNO received or was due to receive related to the Asserted Patents, including without limitation any payments from licensing, sales, or development of the Asserted Patents.

3. All agreements between TNO and KPN or any affiliate of KPN.

4. All communications between TNO and KPN or any affiliate of KPN related to the Asserted Patents or Ericsson.

5. All Documents describing the manner in which the Asserted Patents were selected for transfer to KPN.

6. Documents sufficient to show the extent to which TNO shares in any proceeds or recovery from licensing or litigation of the Asserted Patents.

7. Documents sufficient to show whether KPN or any affiliate of KPN has the ability to obtain documents related to the Asserted Patents from TNO.

8. All Documents related to TNO's assessment of the essentiality of the Asserted Patents to any standard.

9. Documents sufficient to show Your standard practices for declaring patents to ETSI.

10. All Documents related to any assessment of the value of the Asserted Patents.

11. All Documents related to the conception, development, and/or commercialization of the subject matter described in the Asserted Patents.

12. Summaries or minutes from any SSO meetings related to the subject matter described in the Asserted Patents.

13. All Documents submitted to a SSO regarding the technology described by the Asserted Patents that were authored, in whole or in part, by a TNO employee.

14. Documents reflecting TNO's financial interest in any of the Asserted Patents, including the extent to which TNO shares in any proceeds or recovery from licensing or litigation of any Asserted Patents;

15. Documents related to any payments TNO received or was due to receive related to any of the Asserted Patents, including without limitation any payments from licensing, sales, or development of any of the Asserted Patents;

16. All licenses (or covenants not to sue, standstill agreements, settlement agreements, or non-assertion agreements) where TNO was a party that cover any of the Asserted Patents;

17. Documents and communications related to Ericsson;

18. Documents describing the manner in which any of the Asserted Patents were selected for transfer to KPN;

19. Documents sent to KPN or any third party providing technical support or analysis of any of the Asserted Patents;

20. Documents related to TNO's assessment of the essentiality of any of the Asserted Patents to any cellular standard;

21. Documents related to TNO's participation or attendance in any standard setting organization meetings (including but not limited to 3GPP working group meetings);

22. Documents related to TNO's policies and practices regarding contributing technology to standard setting organizations and/or declaring patents to standard setting organizations.

23. Summaries or minutes from any standard setting organization meetings related to the subject matter described in any of the Asserted Patents;

24. Documents submitted to any standard setting organization regarding the technology described by any of the Asserted Patents that were authored, in whole or in part, by a TNO employee;

25. Documents relating to the conception, preparation, or filing of the application(s) leading to the issuance of any of the Asserted Patents;

26. Documents relating to the subject matter described in any of the Asserted Patents;

27. Documents relating to TNO or KPN's use or non-use of the subject matter or features described in any of the Asserted Patents.

EXHIBIT B

You are directed to designate one or more of its officers, directors, managing agents, or other persons who consent to testify on the behalf of TNO and who have knowledge of and are adequately prepared to testify concerning the deposition topics enumerated below.

1. The preparation, storage, authenticity and business records status of the Documents produced in response to the document requests set forth in Exhibit A.

2. The contents of the Documents produced in response to the document requests set forth in Exhibit A.

3. Identification of, and factual information regarding, licenses related to the Asserted Patents.

4. The extent to which TNO shares in any proceeds or recovery from licensing or litigation of the Asserted Patents and the amount or percentage of the share.

5. The manner in which patents were selected for transfer to KPN.

6. The extent of TNO's financial interest in any of the Asserted Patents, including the extent to which TNO shares in any proceeds or recovery from licensing or litigation of any Asserted Patents;

7. Your knowledge regarding whether KPN has the ability to obtain documents related to the Asserted Patents from TNO.

8. Your assessment of the essentiality of the Asserted Patents to any standard.

9. Your standard practices for declaring patents to ETSI or evaluating patents as essential to a cellular standard.

10. Any assessment of the value of the Asserted Patents.

11. The conception, reduction to practice, development, and/or commercialization of the subject matter described in the Asserted Patents.

12. The problems addressed by the Asserted Patents.

13. The prosecution history of the Asserted Patents.

14. Your knowledge of any SSO meetings related to the subject matter described in the Asserted Patents.

15. Your knowledge of any payments TNO received or was due to receive related to any of the Asserted Patents, including without limitation any payments from licensing, sales, or development of any of the Asserted Patents;

16. Your knowledge of the use or non-use of the Asserted Patents by TNO, KPN, or any licensee of TNO or KPN.

EXHIBIT C

1. Anna van Buerenplein
2. Job Cornelis Oostveen
3. Ljupco Jorguseski
4. Remco Litjens
5. Adrian Victor Pais
6. Haibin Zhang
7. Bryan Jerrel Busropan
8. Frank Muller

EXHIBIT D

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF TEXAS
MARSHALL DIVISION

KONINKLIJKE KPN N.V., Plaintiff, vs. TELEFONAKTIEBOLAGET LM ERICSSON and ERICSSON INC., Defendants.	Case No. 2:22-cv-282-JRG JURY TRIAL DEMANDED

PROTECTIVE ORDER

WHEREAS, Plaintiff Koninklijke KPN N.V. ("Plaintiff" or "KPN") and Defendants Telefonaktiebolaget LM Ericsson and Ericsson, Inc. (collectively, "Defendants" or "Ericsson"), hereafter referred to as "the Parties," believe that certain information that is or will be encompassed by discovery demands by the Parties involves the production or disclosure of trade secrets, confidential business information, or other proprietary information;

WHEREAS, the Parties seek a protective order limiting disclosure thereof in accordance with Federal Rule of Civil Procedure 26(c):

THEREFORE, it is hereby stipulated among the Parties and ORDERED that:

1. Each Party may designate as confidential for protection under this Order, in whole or in part, any document, information or material that constitutes or includes, in whole or in part, confidential or proprietary information or trade secrets of the Party or a Third Party to whom the Party reasonably believes it owes an obligation of confidentiality with respect to such document, information or material ("Protected Material"). Protected Material shall be designated by the Party producing it by affixing a legend or stamp on such document, information or material as follows:

"CONFIDENTIAL," "RESTRICTED – ATTORNEYS' EYES ONLY" or "RESTRICTED CONFIDENTIAL SOURCE CODE" (individually or collectively "DESIGNATED MATERIAL"). The words "CONFIDENTIAL," "RESTRICTED – ATTORNEYS' EYES ONLY," or "RESTRICTED CONFIDENTIAL SOURCE CODE" shall be placed clearly on each page of the Protected Material for which such protection is sought (except deposition and hearing transcripts). For deposition and hearing transcripts, the word "CONFIDENTIAL," "RESTRICTED – ATTORNEYS' EYES ONLY," or "RESTRICTED CONFIDENTIAL SOURCE CODE" (depending on which designation is appropriate) shall be placed on the cover page of the transcript (if not already present on the cover page of the transcript when received from the court reporter) by each attorney receiving a copy of the transcript after that attorney receives notice of the designation of some or all of that transcript as "CONFIDENTIAL," "RESTRICTED – ATTORNEYS' EYES ONLY, or "RESTRICTED CONFIDENTIAL SOURCE CODE." For documents produced in native format, the appropriate designation shall be affixed on the face of the media containing such native format documentation. In addition to the foregoing, to the extent that documents are produced in native electronic form, the addition of a confidentiality designation in the file or folder name shall be sufficient to provide notice of said confidentiality and additional written notice is unnecessary in this situation. Other tangible things not produced in documentary form may be designated by affixing the appropriate designation on a cover page for such material and in a prominent place on the exterior of the container(s) in which the information or things are stored. For information not reduced to any documentary, tangible, or physical form, or which cannot be conveniently designated as set forth above, the producing Party must inform the receiving Party of the designation of such information in writing. Protected Material of persons or entities who are not Parties to this Action ("Third Parties") may be designated as

"CONFIDENTIAL," "RESTRICTED – ATTORNEYS' EYES ONLY" or "RESTRICTED CONFIDENTIAL SOURCE CODE" in the same manner in which such Protected Material is designated by a Party.

2. Any document produced under Patent Rules 2-2, 3-2, and/or 3-4 before issuance of this Order with the designation "Confidential" or "Highly Confidential – Attorneys' Eyes Only" shall receive the same treatment as if designated "CONFIDENTIAL" or "RESTRICTED - ATTORNEYS' EYES ONLY" under this Order, respectively, unless and until such document is redesignated to have a different classification under this Order.

3. With respect to documents, information or material designated "CONFIDENTIAL," "RESTRICTED - ATTORNEYS' EYES ONLY," "RESTRICTED CONFIDENTIAL SOURCE CODE," subject to the provisions herein and unless otherwise stated, this Order governs, without limitation: (a) all documents, electronically stored information, and/or things as defined by the Federal Rules of Civil Procedure; (b) all pretrial, hearing or deposition testimony, or documents marked as exhibits or for identification in depositions and hearings; (c) pretrial pleadings, exhibits to pleadings and other court filings; (d) affidavits; (e) discovery responses, including answers to interrogatories and to requests for admission; and (f) stipulations. All copies, reproductions, extracts, digests, and complete or partial summaries prepared from any DESIGNATED MATERIALS shall also be considered DESIGNATED MATERIAL and treated as such under this Order.

4. A designation of Protected Material (*i.e.*, "CONFIDENTIAL," "RESTRICTED - ATTORNEYS' EYES ONLY," "RESTRICTED CONFIDENTIAL SOURCE CODE,") may be made at any time. Inadvertent or unintentional production of documents, information or material that has not been designated as DESIGNATED MATERIAL shall not be deemed a waiver in

whole or in part of a claim for confidential treatment. Any party that inadvertently or unintentionally produces Protected Material without designating it as DESIGNATED MATERIAL may request destruction of that Protected Material by notifying the recipient(s), as soon as reasonably possible after the producing Party becomes aware of the inadvertent or unintentional disclosure, and providing replacement Protected Material that is properly designated. The recipient(s) shall then destroy all copies of the inadvertently or unintentionally produced Protected Materials and any documents, information or material derived from or based thereon.

5. "CONFIDENTIAL" documents, information and material may be disclosed only to the following persons, except upon receipt of the prior written consent of the designating party, upon order of the Court, or as set forth in paragraph 14 herein:

a. Outside counsel of record in this Action for the Parties;

b. Employees of such outside counsel assigned to and reasonably necessary to assist such counsel in the litigation of this Action;

c. In-house counsel for the Parties who either have responsibility for making decisions dealing directly with the litigation of this Action, or who are assisting outside counsel in the litigation of this Action;

d. Up to and including three (3) designated representatives of each of the Parties to the extent reasonably necessary for the litigation of this Action, except that either party may in good faith request the other party's consent to designate one or more additional representatives, the other party shall not unreasonably withhold such consent, and the requesting party may seek leave of Court to designate such additional representative(s) if the requesting party believes the other party has unreasonably withheld such consent;

e. Outside consultants or experts (*i.e.*, not existing employees or affiliates of a Party or an affiliate of a Party) retained for the purpose of litigation and employees of these consultants or experts, provided that: (1) such consultants or experts are not employed by the Parties hereto for purposes other than as a litigation consultant or expert; and (2) before access is given, the consultant or expert has completed the Undertaking attached as Exhibit A hereto and the same is served upon the producing Party or Third Party with a current curriculum vitae of the consultant or expert at least ten (10) days before access to the Protected Material is to be given to that consultant or expert to enable the producing Party or Third Party to object

to and notify the receiving Party in writing that it objects to disclosure of Protected Material to the consultant or expert. The affected Parties and/or Third Parties agree to promptly confer and use good faith to resolve any such objection. If the Parties and/or Third Parties are unable to resolve any objection, the objecting Party or Third Party may file a motion with the Court within ten (10) days of the notice, or within such other time as the Parties and/or Third Parties may agree, seeking a protective order with respect to the proposed disclosure. The objecting Party or Third Party shall have the burden of proving the need for a protective order. In the event of such a dispute, no disclosure shall occur until all such objections are resolved by agreement or Court order;

f. Independent litigation support services, including persons working for or as court reporters, graphics or design services, jury or trial consulting services including mock jurors, mediators and supporting personnel, and photocopy, document imaging, database, and translation services retained by counsel and reasonably necessary to assist counsel with the litigation of this Action;

g. An author, signatory, or prior recipient of the DESIGNATED MATERIAL, where such person shall be given access only to the specific document or information therein; and

h. The Court and its personnel.

6. A Party shall designate documents, information or material as "CONFIDENTIAL" only upon a good faith belief that the documents, information or material contains confidential or proprietary information or trade secrets of the Party or a Third Party to whom the Party reasonably believes it owes an obligation of confidentiality with respect to such documents, information or material.

7. Documents, information, or material produced in this Action, including but not limited to Protected Material designated as DESIGNATED MATERIAL shall be used by the Parties only in the litigation, including any attempt to settle it, and shall not be used for any other purpose. Any person or entity who obtains access to DESIGNATED MATERIAL or the contents thereof pursuant to this Order shall not make any copies, duplicates, extracts, summaries or descriptions of such DESIGNATED MATERIAL or any portion thereof except as may be reasonably necessary in the litigation of this Action. Any such copies, duplicates, extracts,

summaries or descriptions shall be classified DESIGNATED MATERIALS and subject to all of the terms and conditions of this Order.

8. To the extent a producing Party believes in good faith that certain Protected Material qualifying to be designated CONFIDENTIAL is so sensitive that its dissemination deserves even further limitation, the producing Party may designate such Protected Material "RESTRICTED - ATTORNEYS' EYES ONLY," or to the extent such Protected Material includes computer source code and/or live data (that is, data as it exists residing in a database or databases) ("Source Code Material"), the producing Party may designate such Protected Material as "RESTRICTED CONFIDENTIAL SOURCE CODE".

9. For Protected Material designated RESTRICTED - ATTORNEYS' EYES ONLY, access to, and disclosure of, such Protected Material shall be limited to individuals listed in paragraphs 5(a–b) and (e–g).

10. For Protected Material designated RESTRICTED CONFIDENTIAL SOURCE CODE, the following additional restrictions apply:

a. Access to a Party's Source Code Material shall be provided only on "stand-alone" computer(s)—that is, the computer(s) may not be linked to any network, including a local area network ("LAN"), an intranet, or the Internet ("Source Code Computer(s)"). Neither the receiving Party's outside counsel nor its outside consultants or experts may connect any devices to the Source Code Computer(s), nor may they copy, extract, or otherwise take any information from the Source Code Computer(s) in electronic form. In addition, neither the receiving Party's outside counsel nor its outside consultants or experts may modify the files on the Source Code Computer(s) nor may they load anything onto the Source Code Computer(s) absent the consent of the producing Party. Unless otherwise agreed, the Source Code Computer(s) shall be located at the offices of the producing Party's outside counsel;

b. Prior to the first inspection of Source Code Material, the receiving Party shall provide fourteen (14) days' notice of its intent to inspect Source Code. The receiving Party shall provide three (3) business days' notice prior to any additional inspection. If a review of the source code is taking place and the receiving Party requests the review continue to take place on the subsequent business day, the

producing Party shall make the Source Code Material available unless it is not possible to do so (e.g., a person to monitor the review is unavailable). When requesting inspection of a Party's Source Code Material on the Source Code Computer(s), the receiving party shall identify all persons who will inspect the producing Party's Source Code Material on behalf of a receiving Party, including members of a receiving Party's outside law firm. The receiving Party shall make reasonable efforts to restrict its requests for such access to the Source Code Computer(s) to normal business hours, which for purposes of this paragraph shall be business days from 8:30 a.m. through 5:30 p.m. local time. However, upon reasonable notice from the receiving Party, the producing Party shall make reasonable efforts to accommodate the receiving Party's request for access to the Source Code Computer(s) outside of normal business hours. The Parties agree to cooperate in good faith such that maintaining the producing Party's Source Code Material at the offices of its outside counsel (or at some other mutually agreeable location) shall not unreasonably hinder the receiving Party's ability to efficiently and effectively conduct the prosecution or defense of this Action;

c. The producing Party shall provide the receiving Party with information explaining how to start, log on to, and operate the Source Code Computer(s) in order to access the produced Source Code Material on the Source Code Computer(s);

d. No input/output devices or electronic devices, including cell phones, PDAs, cameras, camera-enabled devices, recordable or storage media (e.g., USB thumb drive, voice recorders etc.), or computers (other than a notetaking laptop supplied by the producing Party that is not connected to any network, including a LAN, an intranet, or the Internet) will be permitted inside the source code review room. A telephone and internet access will be provided in a room convenient to and near the source code review room—*i.e.*, a room in close proximity to the source code review room. A reviewer shall be permitted to access the internet and use a personal cell phone in that room. If any individual inspecting Source Code seeks to take notes, all such notes will be taken by hand or on a laptop supplied by the producing Party not connected to any network, including a LAN, an intranet, or the Internet (notetaking laptop). Under no circumstances shall a reviewer transcribe any portion of the source code into his or her notes with the exception of file names or routine names as necessary; the reviewer also shall be permitted to take notes regarding the code provided that it is not copied verbatim. At the conclusion of each day, the producing Party shall print in the presence of the reviewer any notes. The producing Party otherwise shall not have any access to the notes and will not under any circumstances review or be permitted to review such notes. Such notes also shall remain on the note taking computer unless and until they are deleted by a reviewer;

e. The producing Party will produce Source Code Material in computer searchable format. The receiving Party, at its own expense, may request that the producing Party install licensed software on Source Code Computer(s) to assist with review of the producing Party's Source Code. The receiving Party must provide the

Producing Party with the requested licensed software at least fourteen (14) days in advance of the date upon which the receiving Party wishes to have the additional software tools available for use. The Parties shall promptly meet and confer as to any objection the producing Party may have to the installation of such software. Otherwise, the producing Party will install and confirm installation of timely requests of said software on the Source Code Computer(s) prior to the date the receiving Party seeks access.

f. The source code is to be provided in native format with, if possible, the original path names (e.g., the directory tree pertinent to the produced files). Native format means electronic files containing native text not produced through any process involving optical character recognition.

g. Access to Protected Material designated RESTRICTED CONFIDENTIAL SOURCE CODE shall be limited to outside counsel and up to three (3) outside consultants or experts[1] (*i.e.*, not existing employees or affiliates of a Party) retained for the purpose of this litigation and approved to access such Protected Materials pursuant to paragraph 5(e) above.

h. A receiving Party may include excerpts of Source Code Material in a pleading, exhibit, expert report, discovery document, deposition transcript, other Court document ("Source Code Documents"), provided that the Source Code Documents are appropriately marked under this Order, restricted to those who are entitled to have access to them as specified herein, and, if filed with the Court, filed under seal in accordance with the Court's rules, procedures and orders;

i. To the extent portions of Source Code Material are quoted in a Source Code Document, either (1) the entire Source Code Document will be stamped and treated as RESTRICTED CONFIDENTIAL SOURCE CODE or (2) those pages containing quoted Source Code Material will be separately stamped and treated as RESTRICTED CONFIDENTIAL SOURCE CODE;

j. No person shall copy, email, transmit, upload, download, print, photograph, or otherwise duplicate any portion of the designated Source Code Material, except that the receiving Party may request printouts of Source Code Material as permitted by paragraph 10(k). Unless otherwise agreed to by the Parties, no electronic copies of Source Code Material shall be made without prior written consent of the producing Party, except as necessary to create documents which, pursuant to the Court's rules, procedures and orders, must be filed or served electronically;

k. The receiving Party shall be permitted to request a reasonable number of printouts and photocopies of Source Code Material, all of which shall be designated and

[1] For the purposes of this paragraph, an outside consultant or expert is defined to include the outside consultant's or expert's direct reports and other support personnel, such that the disclosure to a consultant or expert who employs others within his or her firm to help in his or analysis shall count as a disclosure to a single consultant or expert.

clearly labeled "RESTRICTED CONFIDENTIAL SOURCE CODE," and the receiving Party shall maintain a log of all such files that are printed or photocopied. Up to 1500 pages, and 50 consecutive pages, of printed and/or photocopied source code shall be presumed reasonable. The receiving Party shall not print Source Code Material in order to review blocks of Source Code Material elsewhere in the first instance, as the parties agree that the purpose of the protections herein would be frustrated by printing portions of source code for review and analysis elsewhere;

l. Should such printouts or photocopies be transferred back to electronic media, such media shall be labeled "RESTRICTED CONFIDENTIAL SOURCE CODE" and shall continue to be treated as such;

m. If the receiving Party's outside counsel, consultants, or experts obtain printouts or photocopies of Source Code Material, the receiving Party shall ensure that such outside counsel, consultants, or experts keep the printouts or photocopies in a secured locked area in the offices of such outside counsel, consultants, or experts. The receiving Party may also temporarily keep the printouts or photocopies at: (i) the Court for any proceedings(s) relating to the Source Code Material, for the dates associated with the proceeding(s); (ii) the sites where any deposition(s) relating to the Source Code Material are taken, for the dates associated with the deposition(s); and (iii) any intermediate location reasonably necessary to transport the printouts or photocopies (e.g., a hotel prior to a Court proceeding or deposition); and

n. A producing Party's Source Code Material may be transported by the receiving Party only at the direction of a person authorized under paragraph 10(g) above to another person authorized under paragraph 10(g) above, on paper via hand carry, Federal Express, or other similarly reliable courier. Source Code Material may not be transported or transmitted electronically over a network of any kind, including a LAN, an intranet, or the Internet. Source Code Material otherwise may be transported electronically only for the purpose of Court proceeding(s) or deposition(s) as set forth in paragraph 10(l) above and is at all times subject to the transport restrictions set forth herein.

11. Any attorney representing a Party, whether in-house or outside counsel, and any person who is both associated with a Party and receives or otherwise learns Protected Material revealing the technical operation of a product or service made, sold, offered for sale, or used by the other the Party that is properly designated RESTRICTED – ATTORNEYS' EYES ONLY and/or RESTRICTED CONFIDENTIAL SOURCE CODE (collectively "HIGHLY SENSITIVE MATERIAL") shall not prepare, prosecute, supervise, or assist in the preparation or prosecution of any patent application pertaining to the field of the invention of the patent(s) in suit on behalf

of the receiving Party or its acquirer, successor, predecessor, or other affiliate during the pendency of this Action and for one year after its conclusion, including any appeals. This provision does not prohibit either Party's counsel of record or experts in this litigation from participating in or representing it in reexamination proceedings, Post-Grant Review proceedings, *inter partes* review proceedings, or Covered Business Method Review proceedings involving any patent, including the patents-in-suit, provided they (1) do not rely upon or use, directly or indirectly, the other Party's HIGHLY SENSITIVE MATERIAL in those proceedings and (2) do not advise on, consult on, prepare, draft, or edit any amendment to specifications or claims in those proceedings. Further, the Parties' counsel of record or experts in this litigation may not reveal HIGHLY SENSITIVE MATERIAL of the other Party to any reexamination, *inter partes* review, or covered business method review counsel or agent.

12. Nothing in this Order shall require production of documents, information, or other material that a Party contends is protected from disclosure by the attorney-client privilege, the work product doctrine, or other privilege, doctrine, or immunity. If documents, information, or other material subject to a claim of attorney-client privilege, work product doctrine, or other privilege, doctrine, or immunity is inadvertently or unintentionally produced, such production shall in no way prejudice or otherwise constitute a waiver of, or estoppel as to, any such privilege, doctrine, or immunity. Any Party that inadvertently or unintentionally produces any documents, information, or other material it reasonably believes is protected under the attorney-client privilege, work product doctrine, or other privilege, doctrine, or immunity may obtain the return of such documents, information or other material by promptly notifying the recipient(s) and providing a privilege log for the inadvertently or unintentionally produced documents, information or other material. The recipient(s) shall (1) gather, destroy, and certify destruction of all copies of

such documents, information, or other material to the producing Party; or (2) gather and return all copies of such documents, information or other material to the producing Party, except for any pages containing privileged or otherwise protected markings by the recipient(s), which pages shall instead be destroyed and certified as such to the producing Party. The receiving Party may move the Court for an Order compelling production of such information, but the motion shall not assert as a ground for production the fact or circumstances of the inadvertent or unintentional production. If a claim is disputed, the receiving Party shall not use or disclose a document or information for which a claim of privilege or immunity is made pursuant to this Paragraph for any purpose except to challenge the claim of privilege or immunity to the Court until the matter is resolved by agreement of the parties or by a decision of this Court.

13. There shall be no disclosure of any DESIGNATED MATERIAL by any person authorized to have access thereto to any person who is not authorized for such access under this Order. The Parties are hereby ORDERED to safeguard all such documents, information, and material to protect against disclosure to any unauthorized persons or entities.

14. Nothing contained herein shall be construed to prejudice any Party's right to use any DESIGNATED MATERIAL in taking testimony at any deposition or hearing provided that the DESIGNATED MATERIAL is only disclosed to a person(s) who is: (i) eligible to have access to the DESIGNATED MATERIAL by virtue of his or her employment with the designating party, (ii) identified in the DESIGNATED MATERIAL as an author, addressee, or copy recipient of such information, (iii) although not identified as an author, addressee, or copy recipient of such DESIGNATED MATERIAL, has, in the ordinary course of business, seen such DESIGNATED MATERIAL, (iv) a current or former officer, director or employee of the producing Party or a current or former officer, director or employee of a company affiliated with the producing Party;

(v) counsel for a Party, including outside counsel and in-house counsel (subject to paragraphs 9 of this Order); (vi) an independent contractor, consultant, and/or expert retained for the purpose of this litigation; (vii) court reporters and videographers; (viii) the Court; or (ix) other persons entitled hereunder to access to DESIGNATED MATERIAL. DESIGNATED MATERIAL shall not be disclosed to any other persons unless prior authorization is obtained from counsel representing the producing Party or from the Court.

15. Parties may, at the deposition or hearing or within thirty (30) days after receipt of a deposition or hearing transcript, designate the deposition or hearing transcript or any portion thereof as "CONFIDENTIAL," "RESTRICTED – ATTORNEYS' EYES ONLY," or "RESTRICTED CONFIDENTIAL SOURCE CODE" pursuant to this Order. Access to the deposition or hearing transcript so designated shall be limited in accordance with the terms of this Order. Until expiration of the 30-day period, the entire deposition or hearing transcript shall be treated as confidential.

16. Any DESIGNATED MATERIAL that is filed with the Court shall be filed under seal and shall remain under seal until further order of the Court. The filing party shall be responsible for informing the Clerk of the Court that the filing should be sealed and for placing the legend "FILED UNDER SEAL PURSUANT TO PROTECTIVE ORDER" above the caption and conspicuously on each page of the filing. Exhibits to a filing shall conform to the labeling requirements set forth in this Order. If a pretrial pleading filed with the Court, or an exhibit thereto, discloses or relies on confidential documents, information or material, such confidential portions shall be redacted to the extent necessary and the pleading or exhibit filed publicly with the Court.

17. The Order applies to pretrial discovery. Nothing in this Order shall be deemed to prevent the Parties from introducing any DESIGNATED MATERIAL into evidence at the trial of

this Action, or from using any information contained in DESIGNATED MATERIAL at the trial of this Action, subject to any pretrial order issued by this Court.

18. A Party may request in writing to the other Party that the designation given to any DESIGNATED MATERIAL be modified or withdrawn. If the designating Party does not agree to redesignation within ten (10) days of receipt of the written request, the requesting Party may apply to the Court for relief. Upon any such application to the Court, the burden shall be on the designating Party to show why its classification is proper. Such application shall be treated procedurally as a motion to compel pursuant to Federal Rules of Civil Procedure 37, subject to the Rule's provisions relating to sanctions. In making such application, the requirements of the Federal Rules of Civil Procedure and the Local Rules of the Court shall be met. Pending the Court's determination of the application, the designation of the designating Party shall be maintained.

19. Each outside consultant or expert to whom DESIGNATED MATERIAL is disclosed in accordance with the terms of this Order shall be advised by counsel of the terms of this Order, shall be informed that he or she is subject to the terms and conditions of this Order, and shall sign an acknowledgment that he or she has received a copy of, has read, and has agreed to be bound by this Order. A copy of the acknowledgment form is attached as Appendix A.

20. To the extent that any discovery is taken of persons who are not Parties to this Action ("Third Parties") and in the event that such Third Parties contend the discovery sought involves trade secrets, confidential business information, or other proprietary information, then such Third Parties may agree to be bound by this Order.

21. To the extent that discovery or testimony is taken of Third Parties, the Third Parties may designate as "CONFIDENTIAL," "RESTRICTED - ATTORNEYS' EYES ONLY," "RESTRICTED CONFIDENTIAL SOURCE CODE" any documents, information, or other

material, in whole or in part, produced or given by such Third Parties. The Third Parties shall have ten (10) days after production of such documents, information, or other materials to make such a designation. Until that time period lapses or until such a designation has been made, whichever occurs sooner, all documents, information or other material so produced or given shall be treated as "CONFIDENTIAL" in accordance with this Order.

22. The provisions of this Order shall continue to be binding after final termination of this case until a Producing Party agrees otherwise in writing or a court order otherwise directs. Within sixty (60) days of final termination of this Action, including any appeals, all DESIGNATED MATERIAL, including all copies, duplicates, abstracts, indexes, summaries, descriptions, and excerpts or extracts thereof (excluding excerpts or extracts incorporated into any privileged memoranda of the Parties and materials which have been admitted into evidence in this Action), shall either be returned to the producing Party or be destroyed. The receiving Party shall verify the return or destruction by affidavit furnished to the producing Party, upon the producing Party's request. Notwithstanding the foregoing, outside counsel of record shall be entitled to maintain copies of all pleadings, expert reports, motions and trial briefs (including all supporting and opposing papers and exhibits thereto), written discovery requests and responses (and exhibits thereto), deposition transcripts (and exhibits thereto), trial transcripts and hearing transcripts, and exhibits offered or introduced into evidence at any hearing or trial, emails and their attachments, and their attorney work product which refers or is related to any Protected Material for archival purposes only. Any such archived copies that contain or constitute Protected Material remain subject to this Order and shall be maintained in confidence by outside counsel for the Party retaining the materials. This provision does not apply to the Court, including court personnel and the Court's reporter. Any destruction obligations under this Protective Order shall not apply to

electronically-stored information in archival form stored on backup tapes or computer servers that are created only for disaster recovery purposes, provided that such electronic archives are not used as reference materials for a receiving Party's business operations.

23. The failure to designate documents, information, or material in accordance with this Order, and the failure to object to a designation at a given time shall not preclude the filing of a motion at a later date seeking to impose such designation or challenging the propriety thereof. The entry of this Order and/or the production of documents, information, and material hereunder shall in no way constitute a waiver of any objection to the furnishing thereof, all such objections being hereby preserved. Newly designated DESIGNATED MATERIAL must be treated by the receiving party according to the new designation from the time the receiving party is notified in writing of the change in the designation. If material is designated as containing DESIGNATED MATERIAL subsequent to production or disclosure, the producing party shall reproduce the material with the correct designation. Upon receiving the material with the correct designation, the receiving party shall return or securely destroy all copies that were not properly designated. Any party desiring to change the designation of any previously produced material may do so at any time under the provisions of this section.

24. Any Party knowing or believing that any other party is in violation of or intends to violate this Order and has raised the question of violation or potential violation with the opposing party and has been unable to resolve the matter by agreement may move the Court for such relief as may be appropriate in the circumstances. Pending disposition of the motion by the Court, the Party alleged to be in violation of or intending to violate this Order shall discontinue the performance of and/or shall not undertake the further performance of any action alleged to constitute a violation of this Order.

25. Production of DESIGNATED MATERIAL by each of the Parties shall not be deemed a publication of the documents, information and material (or the contents thereof) produced so as to void or make voidable whatever claim the Parties may have as to the proprietary and confidential nature of the documents, information, or other material or its contents.

26. Nothing in this Order shall be construed to constitute an abrogation, waiver, or limitation of any kind on the rights of each of the Parties to assert any applicable discovery or trial privilege.

27. Each of the Parties shall also retain the right to file a motion with the Court (a) to modify this Order to allow disclosure of DESIGNATED MATERIAL to additional persons or entities if reasonably necessary to prepare and present this Action and (b) to apply for additional protection of DESIGNATED MATERIAL.

So ORDERED and SIGNED this 10th day of February, 2023.

RODNEY GILSTRAP
UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF TEXAS
MARSHALL DIVISION

KONINKLIJKE KPN N.V., Plaintiff, vs. TELEFONAKTIEBOLAGET LM ERICSSON and ERICSSON INC., Defendants.	Case No. 2:22-cv-282-JRG JURY TRIAL DEMANDED

APPENDIX A
UNDERTAKING OF EXPERTS OR CONSULTANTS REGARDING PROTECTIVE ORDER

I, _____, declare that:

1. My address is _____.

   My current employer is _____.

   My current occupation is _____.

2. I have received a copy of the Protective Order in this action. I have carefully read and understand the provisions of the Protective Order.

3. I will comply with all of the provisions of the Protective Order. I will hold in confidence, will not disclose to anyone not qualified under the Protective Order, and will use only for purposes of this action any information designated as "CONFIDENTIAL," "RESTRICTED - ATTORNEYS' EYES ONLY," "RESTRICTED CONFIDENTIAL SOURCE CODE" that is disclosed to me.

4. Promptly upon termination of these actions, I will return all documents and things designated as "CONFIDENTIAL," "RESTRICTED - ATTORNEYS' EYES ONLY,"

"RESTRICTED CONFIDENTIAL SOURCE CODE" that came into my possession, and all documents and things that I have prepared relating thereto, to the outside counsel for the party by whom I am employed.

5. I hereby submit to the jurisdiction of this Court for the purpose of enforcement of the Protective Order in this action.

I declare under penalty of perjury that the foregoing is true and correct.

Signature _____

Date _____

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
MARSHALL DIVISION

KONINKLIJKE KPN N.V., Plaintiff, v. TELEFONAKTIEBOLAGET LM ERICSSON and ERICSSON INC., Defendants.	C.A. No. 2:22-cv-282 **JURY TRIAL DEMANDED**

ORDER GRANTING MOTION FOR ISSUANCE OF LETTER OF REQUEST
FOR INTERNATIONAL JUDICIAL ASSISTANCE

This matter having arisen upon motion by Defendants for this Court to issue the Letter Rogatory for International Judicial Assistance to the appropriate judicial authority of the Netherlands to procure documents and deposition testimony from Nederlandse Organisatie voor Toegepast Natuurwetenschappelijk Onderzoek ("TNO") and certain inventors of the asserted patents, and it appearing that this Letter Rogatory is appropriate, **IT IS ORDERED** that the Letter of Rogatory forwarded to the Court shall be signed by the Court and that the Clerk of this Court is directed to stamp the Letter Rogatory with the seal of the Court for transmission to the appropriate judicial authority in the Netherlands.

IT IS SO ORDERED.