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

DEFENDANTS' SECOND SET OF INTERROGATORIES TO PLAINTIFF (NO. 11)

Pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure, Defendants Telefonaktiebolaget LM Ericsson and Ericsson, Inc. ("Ericsson") request that Plaintiff Koninklijke KPN N.V. ("KPN") respond under oath to the following First Set of Interrogatories within thirty (30) days of service and afterward supplement such responses as may become necessary and as required by the Federal Rules of Civil Procedure.

DEFINITIONS

1. "3GPP" means the 3rd Generation Partnership Project.

2. "Accused Products" means any and all products, activities, services, processes, systems, apparatuses, or things that have been accused of infringing any Patent-in-Suit in KPN's Infringement Contentions.

3. "Agreement" shall mean, without limitation, a contract, arrangement, or understanding, formal or informal, oral or written, between two or more Persons. This includes assignments, express licenses, alleged licenses, covenants not to sue or non-assertion agreements, standstill agreements, releases, security interests, and/or settlements.

KONINKLIJKE KPN N.V.
EXHIBIT 2021

4. "Asserted Claims" means each and every claim of a Patent-in-Suit that KPN contends that any Defendant infringes, as identified in KPN's Infringement Contentions.

5. "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").

6. "Document" is defined broadly to be given the full scope of that term as contemplated in Rules 26 and 34 of the Federal Rules of Civil Procedure and includes any tangible thing or object, any written or graphic matter, and any medium of any type or description upon which intelligence or information is recorded or from which intelligence or information can be perceived, that is or has been in Your actual or constructive possession, custody, or control, or of which You have knowledge, regardless of the medium on which it is produced, reproduced, or stored (including without limitation computer programs and files containing any requested information), and any recording or writing, as these terms are defined in Rule 1001 of the Federal Rules of Evidence. This definition encompasses all tangible things including prototypes, models, and physical specimens, all originals (or, if originals are not available, identical copies thereof), all non-identical copies of a Document, all drafts of final Documents, all written, printed, or recorded matter of any kind, and all other data compilations from which information can be obtained and translated if necessary, that are or have been in Your actual or constructive possession or control, regardless of the medium on which they are produced, reproduced, or stored (including without limitation computer programs and files containing any requested information together with instructions or programs necessary to search such data and hard copies where available), any recording or writing, and/or any other documentary material of any nature.

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

8. "Essential" has the meaning ascribed to it in Clause 15.6 of the ETSI IPR Policy.

9. "ETSI" means the European Telecommunications Standards Institute.

10. "FRAND" means and includes fair, reasonable, and non-discriminatory, as used in the ETSI IPR Policy at Annex 6 to the ETSI Rules of Procedure.

11. "Infringe" and "infringement" means direct infringement, contributory infringement, induced infringement, literal infringement, and/or infringement under the doctrine of equivalents.

12. "Infringement Contentions" means KPN's Disclosure of Asserted Claims and Infringement Contentions Pursuant to Local Patent Rules 3-1 and 3-2 and any subsequent supplements or amendments that may be served on Defendants.

13. "KPN" means Plaintiff Koninklijke KPN N.V. ("KPN"), and any persons operating under its control or on its behalf including officers, directors, employees, representatives, consultants, agents, servants, attorneys, accountants, or any Person who served in any such roles at any time, as well as corporate subsidiaries, affiliates, divisions, predecessor companies or proprietorships, or any joint venture to which KPN, or one of its corporate parents, subsidiaries, affiliates, divisions, predecessor companies or proprietorships, is a party.

14. "Licensee" or "License" includes each and every license, covenant not to sue, non-assertion agreement, settlement agreement, sublicense, or sublicensee to the Patents-in-Suit.

15. "Person" shall include, without limitation, natural persons, corporations, partnerships, business trusts, associates, and business or other entities, and any officer, director, employee, partner, corporate parent, subsidiary, affiliate, agent, representative, attorney, or principal thereof.

16. "Relate to," "Relating to," "Related to," and "Concerning," when referring to any given subject matter, means concerning, regarding, describing, comprising, referring to, related to, supporting, favoring, opposing, bolstering, detracting from, located in, considered in connection with, bearing on, evidencing, indicating, reporting on, recording, alluding to, responding to, connected with, commenting on, in respect of, about, in relation to, discussing, showing, describing, reflecting, analyzing, constituting, or being.

17. "Standard(s)" refers to any technical standard created, authorized, controlled, and/or developed privately or unilaterally by a corporation, consortium, regulatory body, government, or standards setting organization, including but not limited to ETSI or 3GPP. For the avoidance of doubt, "standard(s)" includes the 2G (GPRS, GSM, and/or EDGE), 3G (UMTS and/or WCDMA), 4G (LTE, LTE-Advanced, and LTE Pro), and 5G (New Radio) standards as these standards are defined and established by ETSI.

18. "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.

19. "You," "Your," and "Yours" refers collectively to KPN.

20. Any pronoun shall be construed to refer to the masculine, feminine, or neuter gender, as is most appropriate in each case.

21. The singular form of each word shall be interpreted in the plural as well.

22. The word including and every variant thereof shall be construed to mean "including without limitation."

23. The words "and," "or," and "and/or" shall be construed conjunctively or disjunctively, whichever maximizes the scope of each discovery request, definition, or in which they are used.

24. The words "any" and "all" shall be construed to mean "any and all." The words "each" and "every" shall be construed to mean "each and every."

INSTRUCTIONS

1. Answer each Interrogatory separately and fully. To the extent that any of Your responses to those Interrogatories are based on Documents, identify that Document.

2. There shall be a continuing duty for KPN to supplement its responses to these Interrogatories in accordance with Rule 26(e) of the Federal Rules of Civil Procedure. Any additional information relating in any way to these Interrogatories that You require, or that becomes known to You, up and including at the time of trial, shall be furnished to Defendants promptly after such information is acquired by You or becomes known to You.

3. If You object to an Interrogatory, in whole or in part, state the reasons for any such objection and answer that part of the Interrogatory to which an objection is not made. If any requested information is not provided on the grounds that the requested information is privileged or constitutes an attorney's work product, in lieu of each such response, please provide a written statement that describes the factual basis of the purported privilege or claim of work product in sufficient detail so as to permit the Court to adjudicate the validity of the claim.

4. You are to verify the answers to all Interrogatories under oath, and the objections, if any, are to be signed by the attorney making them.

INTERROGATORIES

INTERROGATORY NO. 11:

Describe in detail and on a patent-by-patent basis KPN's belief about whether the Asserted Patents (or their family members) are Essential, including when KPN first formed its belief; whether KPN's belief has ever changed (and if so, why); all analyses supporting KPN's belief; any representations to third parties about KPN's belief; what Standard(s) KPN believes the patent is Essential to; and the persons most knowledgeable about these facts.

Dated: May 15, 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 filing has been served on all counsel of record via electronic mail on May 15, 2023.

/s/ *Nicholas Mathews*
Nicholas Mathews