

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS, VERIZON
CORPORATE SERVICES GROUP INC.,
T-MOBILE USA, INC.,
AT&T SERVICES, INC., AT&T MOBILITY LLC, AND AT&T CORP.
Petitioners,

v.

HEADWATER PARTNERS I LLC.
Patent Owner.

U.S. Patent No. 9,198,042
Title: SECURITY TECHNIQUES FOR DEVICE ASSISTED SERVICES

Inter Partes Review No.: IPR2024-00809

PETITIONER’S REPLY TO PATENT OWNER’S RESPONSE

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Patent Trial and Appeal Board
U.S. Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450

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Petitioner's Exhibit List

<i>Exhibit #</i>	<i>Description</i>
1001	U.S. Patent No. 9,198,042 (“the ’042”)
1002	Prosecution history of the ‘042 (“’042 File History”)
1003	Declaration of Petitioner’s Expert Petitioners expert, Dr. Henry Houh
1004	U.S. Publication No. 2007/0006289 (“Limont”)
1005	U.S. Publication No. 2004/0123153 (“Wright”)
1006	U.S. Publication No. 2006/0183461 (“Pearce”)
1007	U.S. Publication No. 2007/0288989 (“Aarnos”)
1008	U.S. Publication No. 2007/0104169 (“Polson”)
1009	Arm TrustZone Microprocessor Report
1010	Arm TrustZone Paper
1011	U.S. Publication No. 2006/0112427
1012	U.S. Pat. No. 7,849,310
1013	Limont Prosecution History Excerpts (Application No. 11/171,850)
1014	U.S. Publication No. 2006/022474A1
1015	U.S. Publication No. 2009/0265754
1016	U.S. Publication No. 2007/0061535 (“Xu”)
1017	U.S. Pat. No. 8,064,417
1018	U.S. Pat. No. 7,672,695
1019	U.S. Pat. No. 7,881,267
1020	U.S. Publication No. 2008/0244018
1021	Plaintiff’s Infringement Contention (Verizon case)
1022	Docket Control Order
1023	List of Related Applications
1024	AT&T letter with stipulation
1025	Verizon letter with stipulation
1026	T-Mobile letter with stipulation

<i>Exhibit #</i>	<i>Description</i>
1027	Headwater email with claim reduction
1028	Declaration of Dr. Henry H. Houh in support of Petitioner's Reply To Patent Owner's Response

I. INTRODUCTION

Petitioner Cellco Partnership d/b/a Verizon Wireless (“Petitioner” / “Verizon”) respectfully submits this Reply to Patent Owner’s Response.¹

The sole argument from Patent Owner (“PO”) to save the Challenged Claims of the ‘042 patent is a new restrictive, exclusionary construction of the claim term “network data service.” The Board should reject PO’s construction for at least the following reasons:

- PO’s exclusionary construction conflicts with the ‘042 specification and excludes multiple disclosed embodiments in the ‘042 patent; and
- PO’s exclusionary construction does not have any support in the intrinsic record and certainly is not supported by any manifest words of exclusion or disclaimer as would be required for such a restrictive construction – particularly in light of the complete absence of the use of “network data service” within the ‘042 patent specification.

Furthermore, PO’s exclusionary construction is new – different from the construction that the Patent Owner’s Preliminary Response (“POPR”) proposed, and

¹ Verizon understands that the AT&T and T-Mobile co-petitioners will not be further participating in this proceeding.

the Board adopted, in the Institution decision. The Patent Owner Response (“POR”) does not mention, much less address, this shift in PO’s claim construction.

Effectively, PO asks the Board to construe “network data service” for all patents and non-patent purposes regardless of any specific context with a particular definition that PO effectively acknowledges is crafted merely to support its infringement aspirations in the related district court case while improperly avoiding the compelling prior art. As detailed below, and in the accompanying expert Declaration of Dr. Henry H. Houh (EX-1028), a POSITA would not understand “network data service” to be limited to PO’s restrictive construction – either in general or in the specific context of the ‘042 patent disclosure. *E.g.*, EX-1028, ¶¶39-41.

The POR is bereft of the type of significant analysis that would be required for the Board to adopt PO’s construction. Moreover, even under PO’s restrictive construction, the prior art in the Petition still meets PO’s construction.

The Petition demonstrated convincingly that the asserted prior art meets the claim elements when analyzed on an element-by-element basis. PO is reduced to only a single argument seeking a (new) restrictive definition for a term (“network data service”) that does not appear in the specification. Petitioner respectfully requests that the Board reject PO’s new restrictive construction and hold all Challenged Claims to be invalid.

II. BACKGROUND

A. The Institution Decision Adopted The POPR Construction And The POR Entirely Ignores The POPR and Institution Decision.

In the Institution Decision, the Board specifically addressed PO's arguments in the POPR regarding the definition of "network data services."

Patent Owner contends that one of ordinary skill in the art would have understood "'network data service' is a service that provides network data," and that the intrinsic and extrinsic evidence supports its asserted plain and ordinary meaning. Prelim. Resp. 5–6 (citing Ex. 1001, 1:45–2:3; Ex. 2001 ¶¶ 29–30, 35, 40–41).

Institution Decision, Paper 11 at 15 (October 23, 2024) ("ID"). The Board specifically adopted, and applied, PO's proffered construction:

Based on Patent Owner's cited support from the Specification and declarant testimony that has not yet been challenged, we adopt Patent Owner's proposed plain and ordinary meaning of "network data service" to mean "a service that provides network data." Prelim. Resp. 5; Ex. 1001, 1:48–49 ("many access networks such as wireless networks, cable networks and DSL (Digital Subscriber Line)"); Ex. 2001 ¶ 30. The parties should consider further addressing Patent Owner's proposed interpretation during trial.

ID at 16-17. The Board's adopted construction was consistent with the POPR. E.g., POPR at 6 ("This 'network data service' would be understood to be, for example, a service providing network data...").

As detailed below, PO now proffers a new construction that alleges "'network

data service’ refers to *connectivity* to an access network” (POR at 7) or “network data service is a service that provides network data *connectivity*” (POR at 1.² Notably, the POPR does not mention the word “connectivity.” PO now manufactures this new construction out of thin air. Similarly, as detailed below, the ‘042 patent does not recite “connectivity” either – although the ‘042 patent does recite “*connection* to an access network” as one of many different types of services recited in the ‘042 patent for accessing network data.

Notably, the POR entirely ignores the POPR’s proposed construction and the Institution Decision which adopted that construction. Rather, the POR inserts a new limitation that the network data service is purely limited to “connectivity” – a new limitation that, as detailed below, conflicts with the ‘042 patent and is unsupported by any intrinsic evidence.

B. The POR Seeks To Limit “Network Data Service” To Only Service Defined By A “Connection To An Access Network.”

The POR proposes a new construction that seeks to limit “network data service” to only a particular one of the service activities referenced in the ‘042 specification. Specifically, the POR asserts that “‘network data service’ refers to *connectivity* to an access network” (POR at 7) and/or “network data service is a

² Unless otherwise noted, all emphases herein are added.

service that provides network data *connectivity*” (POR at 1).³ Notably, the POPR does not mention the word “connectivity” throughout its entire discussion. Similarly, as detailed below, the ‘042 patent does not recite “connectivity” either – although the ‘042 patent does recite “*connection* to an access network” as one of many different types of services recited in the ‘042 patent for accessing network data. Beyond that limitation, as detailed below, PO seeks to incorporate a restriction that only certain types of entities (such as service providers) may correspond to the claims. In other words, two different companies could be operating the same equipment in the same way with the same result – and only the company labeled as a “service provider” would meet the claims (whether for infringement or invalidity). Plainly, that is incorrect.

III. ARGUMENT

A. The ‘042 Specification Teaches That Network Data Service Encompasses Other Types Of Service Beyond Mere Connection To An Access Network

The ‘042 patent specification does not use the term “network data service” (or “network data” or “data service” for that matter). EX-1001, (throughout); EX-1028, ¶42. However, the ‘042 patent does reference language that is effectively PO’s proposed construction (“connectivity [connection] to an access network” as one

³ Unless otherwise noted, all emphases herein are added.

form of “service,” out of many different embodiments of the usages of service by a device. These other embodiments include the specific types of network data service cited in the Petition. EX-1028, ¶¶44-49.

In defining different types of service usage, the ‘042 patent teaches that the services being used are broader than mere connections to an access network (as PO argues). Specifically, the ‘042 patent teaches:

In some embodiments, service usage activity refers to a usage of service by a device. In some embodiments, service usage activity can be one or more of connection to an access network, connection to certain destinations, URLs or addresses on a network, connection to the network by one or more applications, transmission of certain types of traffic, a type of transaction based service, a type of advertising based services, or a combination of one or more of the following: an application type, a network destination/address/URL, a traffic type, and a transaction type.

‘042 Patent, 5:4-20. As detailed above, PO’s construction (“connection to an access network”) is merely one of many different types of options / embodiments for a type of network service (other embodiments highlighted in green) with PO’s proposed construction being found almost verbatim in the specification (just replacing “connectivity” in the construction with “connection” in the specification). This passage appears to be the sole support in the ‘042 for PO’s construction, but this passage is in the context of listing many different embodiments / options for the

types of service that can correspond to network data service. Those other embodiments / options include the type of network data services cited in the Petition. EX-1028, ¶¶46-49.

For example, as quoted above, the ‘042 patent specification teaches that using services includes “connection to certain destinations, URLs or addresses on a network.” This teaches to a POSITA that, in the context of the ‘042 patent, the term “network data services” would include a service that allows for usage of (and controlling communications to) a connection to certain destinations, URLs or address on a network. A POSITA would understand the ‘042 disclosure to teach that this type of service provides for specific network data service to a particular “destinations, URLs or addresses on a network.” EX-1028, ¶50.

As explained in the Petition, the prior art Limont reference teaches, as a network data service, controlling service access to the connection to a particular server computer (which may host a website or email service) which is a “connection to [a] destination[]” that uses a “URL[] or addresses on a network.” EX-1004, [0045] (controlled access services include “electronic mail messages [and] Web pages”, [0073] (connection to “a Web server”), [0004] (“a computer system requesting access to a Web page can be required to have access to a Uniform Resource Location (‘URL’) used to located the Web page”); [0076-0077] (accessed network service “data 197A can be electronic mail messages and data 197B can be

Web pages.”); [0080] (“Request 176 can be a request for data, such, as, for example, a Web page request”); [0082] (“accessing data (e.g., Web pages in data store 197) maintained by server module 193B (e.g., a Web server)”). EX-1028, ¶51.

Similarly, as noted above, the ‘042 patent teaches that service activities include “connection to the network by one or more applications.” A POSITA would understand this disclosure in the ‘042 patent is a form of “network data service” that provides for the policies to control access to a connection to the network on an application-specific basis – for example, allowing only certain applications to have connections to network data service. EX-1028, ¶52.

Limont teaches a “connection to the network by one or more applications” when its email application or its web browser application connect to the network and retrieve mail messages and web pages (as referenced in the paragraphs above). EX-1028, ¶53.

Similarly, Limont’s mail messages and web pages are “transmission of certain types of traffic” or “traffic types” (EX-1001, 5:16-20 – which again corresponds to one of the ‘042 patent’s enumerated service activities. For example, the ‘042 patent provides specific examples of “traffic type”:

In some embodiments, traffic type refers to one or more of the following: best effort network traffic, real-time traffic (e.g., live voice such as VoIP, live video, etc.), streaming traffic, multi-cast traffic, unicast traffic, point to point traffic, file types, traffic associated with an

application, real time traffic, traffic with an assigned priority, traffic without an assigned priority, and traffic for a certain network.

EX-1001, 4:5-10. EX-1028, ¶¶46-47, 54.

Limont's mail messages and web pages are both a "file type" (e.g., an HTTP file for a web page) and "traffic associated with an application" (e.g., Limont's mail application and/or Limont's web browser application). EX-1004, [0072], [0076-0077], [0085]. Thus, the "traffic types" are a further type of service in embodiments of the '042 that are in parallel to the "connection to an access network" that PO asserts is a form of network data service. EX-1028, ¶57.

Thus, as shown above, the '042 patent context shows that the POR's "connectivity [connection] to an access network" (POR at 7) may correspond to one of the embodiments out of multiple different embodiments of types of service activities / usages of service disclosed in the '042 patent specification. The '042 patent does not distinguish between these different embodiments. Rather, each of these embodiments reflect different types of network data services that the '042 patent teaches can be controlled using the policy-based settings recited in the '042 specification and in the claims (and in the Limont prior art as shown in the Petition). EX-1028, ¶58.

Furthermore, the POR does not analyze this passage in the '042 specification at 5:4-20 – much less provide any basis for the Board to adopt a construction that uses one of many different enumerated service activities and exclude all of the

remainder of those activities. A POSITA would not understand that there is any reasoned basis to adopt one of these embodiments of service usage as “network data service” and exclude the other embodiments. EX-1028, ¶59. Under the POR’s construction, the Board would be excluding the embodiments for usage of network data services that are described in parallel to the single embodiment to which the PO seeks to limit the claims (“connection / connectivity to an access network”). It would be improper for the Board to adopt such a construction that excludes these other embodiments.

Thus, PO can win its newest “connectivity [connection] to an access network” construction only if the Board entirely ignores the ‘042 patent specification detailing that a “connection [connectivity] to an access network” is but a single type of service activity as used in the ‘042 patent and excludes the other embodiments.

However, even if the Board adopts PO’s construction that “network data service is a service that provides network data *connectivity*” (POR at 1), Limont’s still teach this “network data service” element. As detailed in the Petition, Limont’s system provides for updating a “policy setting configured to assist in controlling one or more communications associated with the wireless end-user device over the wireless access network” (‘042 patent, claim 1). E.g., Pet., at 44-46 (element [1.5]). This “controlling one or more communications” provides (and enforces controls on) the network data connectivity for Limont’s mail messages and web pages by either

allowing the connection or not allowing the connection across the network between the mobile device and the network-based server as described in Limont. EX-1028, ¶61.

Thus, PO can prevail only if the Board not only adopts PO's "network data connectivity" argument, but also adopts PO's proposed exclusion that the "network data service" must necessarily exclude Limont's teachings of updating policies on the mobile device that control communications across a network for specific types of network data such as email messages and web pages. There is no basis in the '042 patent for such an additional exclusion.

B. The POR Construction Is Unsupported By Any Intrinsic Record Evidence And PO Declines To Amend Its Claims To Recite Its Specific Definition.

The term "network data service" is not recited in the '042 specification. Rather, this term is recited in only two places in the '042 patent: the Abstract and claim 1 – both of which were added in the 2013 application.

PO's argument is based upon: (1) a block citation to the Background of the specification; and (2) other limited portions of the specification that PO alleges recite the purpose of the invention. POR at 10-13. The Federal Circuit has explained the standard for the use of such specification citations to limit the claims in the way that PO proposes:

A patent specification will narrow claim scope when a patentee (1) acts as his own lexicographer, or (2) disavows scope in the specification or

during prosecution. *Golden Bridge Tech., Inc. v. Apple Inc.*, 758 F.3d 1362, 1365 (Fed. Cir. 2014). As to disavowals made in the specification, the patentee must limit the claim scope using "words or expressions of manifest exclusion or restriction." *Liebel-Flarsheim Co. v. Medrad, Inc.*, 358 F.3d 898, 906 (Fed. Cir. 2004) (citation omitted).

Maquet Cardiovascular LLC v. Abiomed Inc., 131 F.4th 1330, 1344 (Fed. Cir. 2025).

Plainly, the ‘042 patentee did not “act[] as his own lexicographer” because “network data service” is not mentioned anywhere in the specification – much less defined in the restrictive manner that PO now seeks. Moreover, PO does not cite or point to any “words or expression of manifest exclusion or restriction” in the specification or any other portion of the intrinsic record that similarly limit the scope of “network data service” to exclude any form of network data service other than patentee’s desired “connectivity [connection] to an access network.” POR at 7, EX-1001, 5:11-20.

More fundamentally, as detailed in the previous section, PO’s “connectivity [connection] to an access network” is taught in the ‘042 specification as one of many different parallel embodiments of types of usages of services that provide data across networks.

PO’s restrictive definition asserts and requires a difference between “provision” of a service and “use of” a service.

In other words, the service policy relates to the provision of a particular

network data service connectivity over an access network (rather than some service, like email, which merely *makes use of* a network data service provided by a network data service provider, but does not itself provide network data service).

POR at 13. This assertion suffers from numerous flaws. First, neither the ‘042 patent claims, nor the ‘042 patent specification articulate (or support) such a distinction between “provision” or “use of” a service. Second, such a distinction is vague and indefinite. Indeed, PO’s entire construction appears to be that the Petitioner products accused by Plaintiff in its infringement case are “network data services” but nothing else is. POR at 1 (“such as Petitioners Verizon, T-Mobile, and AT&T for voice, text, and/or Internet data services”). Plainly, it is improper to define “network data service” by reference to PO’s infringement aspirations.

Third, and more fundamentally, PO’s asserted distinction between “provision” and “use of” data services conflicts with the ‘042 specification. As referenced above, the ‘042 patent teaches:

In some embodiments, service usage activity refers to a usage of service by a device. In some embodiments, service usage activity can be one or more of connection to an access network, connection to certain destinations, URLs or addresses on a network, connection to the network by one or more applications, transmission of certain types of traffic, a type of transaction based service, a type of advertising based services, or a combination of one or more of the following: an application type, a network destination/address/URL, a traffic type, and

a transaction type.

EX-1001, 5:4-20. The “connection to an access network” corresponds to “provision” of network services (according to PO). But the ‘042 patent specifically defines the other “usage of service” as being using / connecting to various websites (URLs), applications, and types of traffic. Clearly, there is no basis to state that the ‘042 patent solely covers “connection to an access network” when the ‘042 patent expressly teaches these other uses of the connection to an access network to further “make use of” connections to the network by one or more applications or connections to certain destination, URLs, or addresses.

Thus, PO’s entire argument that the ‘042 patent specification mandates a distinction between “provision” of service (“connection to a network”) over “use of” a service directly contradicts the ‘042 patent teachings that both of these are types of usage of service within the ‘042 patent.

Conspicuously, neither PO nor its expert discussed this passage at 5:4-20 – likely because it is devastating to PO’s new position regarding “connectivity [connection] to an access network.”

Instead of discussing the ‘042 actual invention, the POR copies (twice) a passage from the Background of the ‘042 patent. POR at 3-4, 11-12. According to the POR, this passage mandates that the claims must be construed to be limited to cover only an “entity that provides access network connectivity” and not any other

company, despite what the claims recite. POR at 13. Notably, PO's argument is unsupported by any Federal Circuit caselaw that supports construing claims based on a Background section such that only certain categories of accused companies can meet the claims – regardless of the claim language or the actual description of the invention. The Board should decline PO's invitation to adopt such an erroneous claim construction. Moreover, a POSITA would not interpret this portion of the Background specification to provide a limitation that governs over the disclosure of that actual invention of the '042 patent. EX-1028, ¶¶63-65.

Even if the Board does adopt PO's argument that only certain types of companies can meet the claim limitations (e.g., “entity that provides access network connectivity” (POR at 13), Limont still teaches, or renders obvious, the claims. A POSITA would understand Limont's teachings to be applicable to many different types of companies – including the “entit[ies] that provide access network connectivity.” EX-1028, ¶¶66-69.

There is no aspect of Limont (and PO does not cite any) that restricts Limont's teachings or systems to any particular type of company. EX-1028, ¶¶66-69. Indeed, Limont broadly teaches that its “present invention extends to methods, systems, and computer program products for enforcing device settings for mobile devices.” EX-1004, Abstract. Limont teaches that “[t]he foregoing problems with the prior state of the art are overcome by the principles of the present invention, which are directed

towards methods, systems, and computer program products for enforcing device settings for mobile devices.” EX-1004, [0016]. Limont’s “computer system enforces mobile device access policies prior to permitting mobile device access to maintained data.” EX-1004, [0018]. Indeed, Limont’s disclosure focuses on, and is devoted to, controlling access by mobile devices to data across wireless networks. EX-1004, Figs. 1-4, [0032-0094]. Virtually every paragraph in Limont references “mobile devices” or wireless networks. With such pervasive teachings of applicability to policy settings on mobile devices, there is no basis to assert that Limont’s teaches exclude implementations of Limont’s system by an “entity that provides access network connectivity” (POR at 13). Although Limont recites controlling access to types of services such as mail and web pages, such services can also be provided by an “entity that provides access network connectivity” (POR at 13) just as those entities provide other types of network data services such as voice or text. Moreover, PO has no basis to assert any specific differences between “text” and “mail” being provided by the operator of Limont’s systems. EX-1028, ¶¶68-69.

Thus, PO’s restrictive construction with its exclusion of certain types of usages, or certain types of services, or certain types of companies that operate a particular system, is not supported by the ‘042 patent. And, even under PO’s restrictive construction, Limont still teaches, or renders obvious, the claimed invention. EX-1028, ¶¶65-69.

Furthermore, PO had the option in these IPR proceedings to amend the claims to recite its restrictive definition. After all, “network data services” was added when the ‘042 patent was filed in 2013. However, PO elected not to pursue any amendment. The Board should not allow PO to silently amend the claims through its new restrictive construction.

PO’s alleged “extrinsic” evidence does not provide any basis for the exclusionary construction that PO seeks. EX-1028, ¶¶71-77. It is undoubtedly true that one can (as PO apparently did) scour patents and other documents for the words “network data services.” However, none of PO’s alleged extrinsic evidence defines “network data services” for all purposes, including the specific context of the ‘042 patent to a POSITA. EX-1028, ¶¶71-72.

PO’s citations to purported “extrinsic evidence” lack any tangible relationship to the actual disclosure of the ‘042 patent and the context of the ‘042 patent claims. For example, the ‘042 claims relate specifically to updating policies on mobile devices for controlling communications across wireless networks. None of PO’s alleged extrinsic evidence recites any such policies. Similarly, PO cites to EX-2033 from 1969. It is wholly unsurprising that such a document may use the words “network data services” in a different context than the ‘042 patent given the 40-year difference in time frames as well as the lack of access to applications such as email and web browsing in 1969. PO does not even attempt to tie this 1969 document to

any relevant disclosure in the '042 patent. Similarly, the POR citations to other extrinsic evidence at pp. 15-16 does not provide any exclusionary definition of the term “network data services.” Rather, it merely shows that the term may be used in various contexts to connote various different possible meanings. But none of the extrinsic evidence either defines “network data services” in the way sought by PO or purports to define the term for all usages by any patent going forward. EX-1028, ¶¶73-74.

PO's citations to patents owned by AT&T and Verizon provides a further example of how little value PO's alleged “extrinsic evidence” actually imparts to the current dispute. EX-1028, ¶¶75-76. For example, PO cites to U.S. Pat. No. 8,743,790 (“790 patent”) as allegedly providing a supportive definition of “network data service.” POR at 16-17. The '970 patent does not use the term “network data service” in its specification or drawings and certainly does not define “network data service” in the manner that PO presently seeks. Rather, the '970 patent recites “network data service” in five claims as an example of a type of “service.” These examples do not provide any exclusionary construction.

Similarly, PO cites to U.S. Pat. No. 8,208,403 (the '403 patent) to support PO's exclusionary construction. POR at 17-18. The '403 patent specification uses the term “network data services” in one passage in a listing of various “telecommunication services.” EX-2037, 1:66-2:5. This listing of exemplary

services does not provide the type of exclusionary definition that PO seeks.

Effectively, PO invites the Board to construe, across all patents that have ever been issued and will ever be issued in the future, the term “network data services” to have the exclusionary definition that PO now seeks. The Board should reject this invitation.

Rather, the better approach is to consider the intrinsic evidence for the ‘042 patent. As detailed above, PO’s proffered definition of “connectivity [connection] to an access network” is but one of many different types of “services” that use network data in various embodiments of the ‘042 patents. There simply is no basis to allow extrinsic evidence unrelated to the ‘042 patent to define the terms of the ‘042 patent claims.

C. The POR’s Last-Ditch Arguments Do Not Help PO’s Position.

The POR attempts to mischaracterize the Petition position in an effort to bolster the PO’s unsupported and unsustainable construction. POR at 21-22. The POR (without citation) incorrectly alleges that the Petition asserts an “overly broad interpretation of ‘network data service’ to encompass *any* service that involves any data that is transmitted over a network.” POR at 21. To be clear, Petitioner’s position is that “network data service” corresponds to the different types of embodiments described in the ‘042 patent specification. Thus, the question is not whether “any service” corresponds to network data service, but whether the

specifically enumerated services within the ‘042 patent correspond to network data service:

In some embodiments, service usage activity refers to a usage of service by a device. In some embodiments, service usage activity can be one or more of connection to an access network, connection to certain destinations, URLs or addresses on a network, connection to the network by one or more applications, transmission of certain types of traffic, a type of transaction based service, a type of advertising based services, or a combination of one or more of the following: an application type, a network destination/address/URL, a traffic type, and a transaction type.

EX-1001, 5:4-20. PO argues the first type of service (connection to an access network) is a network data service. Petitioner’s position is that the other types of enumerated services are similarly network data services and there is no basis in the ‘042 patent to select PO’s preferred service and exclude the other identified embodiments of service.

Finally, the POR makes a challenge to “service policy setting” that relies entirely upon PO’s restrictive “network data service” definition. POR at 22. This argument fails for the same reasons as PO’s “network data service” argument.

IV. CONCLUSION

Petitioner respectfully requests that the Board cancel all Challenged Claims of the ‘042 patent.

Respectfully submitted,

DUANE MORRIS LLP

BY: /Kevin P. Anderson/
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Dated: April 30, 2025

CERTIFICATION OF SERVICE ON PATENT OWNER

Pursuant to 37 C.F.R. §§ 42.6(e), 42.8(b)(4) and 42.105, the undersigned certifies that on the April 30, 2025, a complete and entire copy of this response was served to the Patent Owner by serving through PTACTs.

With a courtesy copy via email to PO's counsel at:

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Petition for *Inter Partes* Review of U. S. Patent No. 9,198,042

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CERTIFICATE OF COMPLIANCE

Pursuant to 37 C.F.R. § 42.24 *et seq.*, the undersigned certifies that this document complies with the type-volume limitations. This document contains 4,613 words as calculated by the “Word Count” feature of Microsoft Word, the word processing program used to create it.

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