IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION

NETWORK SYSTEM TECHNOLOGIES, LLC,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Civil Action No. 1:22-cv-1331
	)	
QUALCOMM INCORPORATED;	)	
QUALCOMM TECHNOLOGIES, INC.;	)	
ARTERIS, INC.,	)	
	)	
Defendants.	)	
	)	

Joint Claim Construction Statement

Agreed Constructions

Term	Patent(s)	Agreed Construction
Preamble	’818 ’449 ’052 ’9893 ’2893	The preamble is limiting.
“connection properties”	’449 ’052 ’9893	“properties of a connection, including ordering (data transport in order), flow control (a remote buffer is reserved for a connection, and a data producer will be allowed to send data only when it is guaranteed that space is available for the produced data), throughput (a lower bound on throughput is guaranteed), latency (upper bound for latency is guaranteed), the lossiness (dropping of data), transmission termination, transaction completion, data correctness, priority, or data delivery”
“flow control”	’449 ’9893 ’800	“controlling flow whereby a remote buffer is reserved for a connection, and a data producer will be allowed to send data only when it is guaranteed that space is available for the produced data”
“at least one of a switch and a router”	’449	“at least one switch and at least one router”
“independently configurable”	’449	“Able to be configured with connection properties that do not depend on those of another configuration.”
“network”	’818 ’449 ’9,893 ’2,893 ’800	“Multi-hop interconnection between modules separated by one or more network nodes”

Term	Patent(s)	Agreed Construction
"integrated circuit"	'818 '449 '052 '9,893 '2,893 '800	"Interconnected circuitry on a chip"

Disputed Claim Terms

Term	Patent(s)	Defendants' Proposed Construction	Plaintiff's Proposed Construction
"connection"	'818 '449 '052 '9893 '800	"one or more channels, each having a set of connection properties, between a first module and at least one second module, that are created before use and closed after use"	"one or more communication channels"
"dropping means (DM) for dropping data exchanged by said first and second module (M, S) / a first dropping means (DM) for dropping data / said dropping means (DM)"	'818	"dropping means" subject to Section 112 ¶ 6. **Function (claim 1)**: "dropping data exchanged by said first and second module (M, S)" **Function (claim 3)**: claim 1 function + "creating an error message if data is dropped" **Function (claim 5)**: claim 3 function + "sending said error message to said first module (M)" **Structure**: Indefinite (no structure disclosed)	"dropping means" means "circuit configured to drop messages," the remaining language should be afforded their plain and ordinary meaning (not subject to Section 112 ¶ 6). If the Court holds that Section 112 ¶ 6 applies, NST proposes the following construction: **Function (claim 1)**: "drop data exchanged by said first and second module" **Function (claim 3)**: claim 1 function + "create an error message if data is dropped" **Function (claim 5)**: claim 3 function + "send said error message to said first module" **Structure**: "circuit"

Term	Patent(s)	Defendants' Proposed Construction	Plaintiff's Proposed Construction
"resource manager determining whether a target connection with the desired connection properties is available"	'449	"resource manager determining whether a connection between modules with desired properties is available to be opened and is not an arbiter prioritizing which port of a switching device is to be utilized."	"Resource manager" means "circuit that manages network resources," and the remaining language should be afforded their plain and ordinary meanings.
"communication manager"	'449	Subject to Section 112 ¶ 6. **Function**: "receiving a request for a connection from the first module, forwarding the request to a resource manager, and receiving the availability of the target connection from the resource manager" **Structure**: Indefinite (insufficient structure disclosed)	"communication manager" means "circuit that manages communication between modules" (not subject to Section 112 ¶ 6). If the Court holds that Section 112 ¶ 6 applies, NST proposes the following construction: **Function**: "forward a request for a connection to the resource manager" **Structure**: "circuit"
"interconnect means"	'052	Subject to Section 112 ¶ 6. **Function**: coupling said plurality of processing modules (M, S). **Structure**: bus, switch, point-to-point wire, or network.	"Multi-hop interconnection between modules separated by one or more network nodes." NST disagrees that this term is governed by 35 U.S.C. 112, ¶ 6, but offers the following backup position if the Court holds that it is so governed:

Term	Patent(s)	Defendants' Proposed Construction	Plaintiff's Proposed Construction
			Function "coupling said plurality of processing modules (M, S)." **Structure**: "circuit"
"arranging . . . the first and second information comprising said issued message as a single address"	'9893	Indefinite	"Arranging … the first and second information comprised in said issued message as a single address"
"each data package comprising N data elements"	'2893	"every data package communicated by the network stations has a fixed size of N data elements"	NST incorporates its definition for the term "data package," "data elements" are groups of data, and the remaining language should be afforded their plain and ordinary meanings.
"data package"	'2893	See Defendants' construction of "each data package comprising N data elements" above.	"Fixed-size arrangement of data"
"data storage elements"	'2893	"each being a structure that stores one data element"	"Array of one or more elements that store data."
"optimal amount of data"	'800	Indefinite	Plain and ordinary meaning.
"optimal moment for sending the data in said first wrapper or said second wrapper"	'800	Indefinite	NST incorporates its definition for the term "wrapper," and the remaining language should be afforded their plain and ordinary meanings.

Term	Patent(s)	Defendants' Proposed Construction	Plaintiff's Proposed Construction
"according to communication properties of the communication between the master and the slave, wherein the communication properties include ordering of data transport, flow control including when a remote buffer is reserved for a connection, then a data producer will be allowed to send data only when it is guaranteed that space is available for the produced data at the remote buffer, throughput where a lower bound on throughput is guaranteed, latency where an upper bound for latency is guaranteed, lossiness including dropping of data, transmission termination, transaction completion, data correctness, priority, and data delivery"	'800	Requires use of all the communication properties identified after "include".	according to communication properties of the communication between the master and the slave, wherein the communication properties include: ordering of data transport; flow control, including: when a remote buffer is reserved for a connection, then a data producer will be allowed to send data only when it is guaranteed that space is available for the produced data at the remote buffer; throughput, where a lower bound on throughput is guaranteed; latency, where an upper bound for latency is guaranteed; lossiness, including dropping of data; transmission termination; transaction completion; data correctness; priority, and data delivery
"first determination unit" / "second determination unit"	'800	Subject to Section 112 ¶ 6. **Function**: "determining a first/second optimal amount of data to be buffered by the first/second memory" and for at least one of the first determination unit and the second determination unit "determining an optimal moment for sending data" **Structure**: indefinite	Not subject to Section 112 ¶ 6. "determination unit" means a "circuit that makes determinations based on stored or received information." The remaining should be afforded plain and ordinary meaning. If the Court holds that § 112 ¶ 6 governs, NST proposes the following in the alternative:

Term	Patent(s)	Defendants' Proposed Construction	Plaintiff's Proposed Construction
			Functions: the function for "first determination unit" is "determine a first optimal amount of data to be buffered by the first memory," the function of the "second determination unit" is "determine a second optimal amount of data to be buffered by the second memory," and the function for at least one of the first determination unit and the second determination unit: "determine an optimal moment for sending the data in said first wrapper or said second wrapper" **Structure**: circuit
"said first wrapper" / "said second wrapper"	'800	Indefinite	"said first memory" / "said second memory"
"wrapper"	'800	Indefinite	"memory"

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CERTIFICATE OF SERVICE

I hereby certify that all counsel of record who are deemed to have consented to electronic service are being served this 18th day of December, 2023, with a copy of this document via the Court's CM/ECF system per Local Rule CV-5(a).

s/*J. Derek Vendenburgh*