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

VALTRUS INNOVATIONS LTD. and KEY PATENT INNOVATIONS LTD., Plaintiffs, v. FEDEX CORPORATION and FEDEX OFFICE AND PRINT SERVICES, INC., Defendants.	Case No. 2:25-cv-516-JRG (Lead Case) **JURY TRIAL DEMANDED**
VALTRUS INNOVATIONS LTD. and KEY PATENT INNOVATIONS LTD., Plaintiffs, v. NETAPP, INC., Defendant.	Case No. 2:25-cv-517-JRG (Member Case) **JURY TRIAL DEMANDED**

DEFENDANT FEDEX OFFICE AND PRINT SERVICES, INC.'S OBJECTIONS AND RESPONSES TO PLAINTIFFS' FIRST SET OF INTERROGATORIES

Pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure, Defendant FedEx Office and Print Services, Inc. ("FedEx Office") hereby provides its objections and responses to Plaintiffs Valtrus Innovations Ltd. and Key Patent Innovations Ltd.'s ("Plaintiffs" or "Valtrus") first set of interrogatories ("Interrogatories").

PRELIMINARY STATEMENTS

FedEx Office has made a reasonable investigation for information responsive to Plaintiffs' interrogatories based upon its current employees' knowledge, information, and belief. FedEx

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Office has not completed its investigations, has not completed its discovery in this action, and has not completed its preparation for trial.

1. FedEx Office's investigation and development of all facts and circumstances relating to this case is ongoing. These responses and objections are made without prejudice to, and are not a waiver of, FedEx Office's right to rely on other facts or documents at trial.

2. By making the accompanying responses and these objections to Plaintiffs' interrogatories, FedEx Office does not waive, and hereby expressly reserves, its right to assert any and all objections as to the admissibility of such responses into evidence in this action, or in any other proceedings, on any and all grounds including, but not limited to, competency, relevancy, materiality, and privilege. Further, FedEx Office makes the responses and objections herein without in any way implying that it considers the interrogatories or responses thereto to be relevant or material to the subject matter of this action.

3. FedEx Office expressly reserves the right to supplement or amend these responses as may be necessary or appropriate in accordance with the applicable Rules, and reserves the right to clarify, revise, or correct any or all of the responses and objections herein, and to assert additional objections or privileges, in one or more subsequent supplemental responses.

GENERAL RESERVATIONS AND OBJECTIONS

The following general reservations and objections apply to all interrogatories. Because these general reservations and objections apply to each interrogatory, they are, for convenience, set forth immediately below and not repeated in response to each specific interrogatory. Nevertheless, the assertion of the same, similar, or additional objections to a specific interrogatory does not waive, limit, or modify any of these general objections. Likewise, any specific objections

made by FedEx in no respect waive, limit, or modify any general objections. FedEx Office reserves the right to amend or supplement these objections as may be appropriate.

4. In responding to these interrogatories, FedEx Office fully preserves:

a. all objections as to competency, relevancy, materiality, and admissibility, (*e.g.*, as coming within an exception to the hearsay rule, Fed. R. Evid. 802);

b. all rights to object on any grounds to the use of the responses herein in any subsequent judicial or administrative proceedings, including a trial of this or other actions;

c. all objections as to vagueness and ambiguity;

d. all rights to object on any grounds to any further interrogatories or other discovery requests involving or related to the subject matter of the interrogatories; and

e. all rights to make objections based upon the attorney-client privilege, attorney work-product doctrine, joint-defense privilege, common-interest privilege, patent-agent privilege, and any other judicially recognized doctrine, protection, or privilege with respect to all information and to each document protected by a privilege.

5. FedEx Office objects to the interrogatories, including all the definitions and instructions contained therein, to the extent they purport to impose on FedEx Office an obligation greater than that provided for by the Federal Rules of Civil Procedure, the Local Rules, or any applicable rules and Court Order.

6. FedEx Office objects to the interrogatories to the extent they are overly broad, unduly burdensome, harassing, oppressive, and vexatious and to the extent they seek information

that is neither relevant to the claims or defenses of any party nor proportional to the needs of the case.

7. FedEx Office objects to the interrogatories to the extent they seek disclosure of expert opinions prior to the deadlines set forth in the Court's August 4, 2025 First Amended Docket Control Order (Dkt. 36) and/or discovery orders.

8. FedEx Office reserves its right to seek a protective order when Plaintiffs propound interrogatories in excess.

9. FedEx Office objects to the interrogatories to the extent they seek the disclosure of information that contains trade secrets or other confidential, financial, or proprietary information of FedEx and/or third parties.

10. FedEx Office objects to the interrogatories to the extent they seek information that is privileged, by virtue of the attorney-client privilege, attorney work-product doctrine, joint-defense privilege, common-interest privilege or is otherwise protected against or privileged from disclosure by law or rule of court. By responding to the interrogatories, FedEx Office does not waive, and intends to preserve, all applicable privileges. Accordingly, where FedEx Office has provided or have agreed to provide information responsive to the interrogatories, FedEx Office has provided or will provide only information that is non-privileged. In the event that FedEx Office discloses any privileged information, its disclosure is inadvertent and shall not constitute waiver of any privilege.

11. FedEx Office objects to each interrogatory to the extent that it seeks information containing confidential or proprietary information of a non-party or information that is covered by a confidentiality agreement between FedEx Office and the non-party, unless the non-party agrees to a suitable protective order or consents in writing to disclosure to Plaintiffs.

12. FedEx Office's agreement to provide information responsive to a particular interrogatory should not be construed to mean that it has any such requested relevant non-privileged information in its possession, custody, or control. Moreover, FedEx Office's agreement to provide information shall not be construed as an admission that such information is relevant or otherwise admissible.

13. All FedEx Office's responses herein and/or related documents are or will be provided subject to the protective order entered in this case by the Court.

14. In responses provided pursuant to Federal Rule 33(d), FedEx Office refers Plaintiffs to certain documents in their entirety.

15. FedEx Office objects to the interrogatories to the extent the words and phrases used therein are vague, indefinite, ambiguous, or misleading. FedEx Office will not speculate as to the meaning of such words and phrases.

16. The foregoing general reservations and objections are incorporated into each of the responses and objections to the specific interrogatories set forth below.

OBJECTIONS TO THE DEFINITIONS AND THE INSTRUCTIONS

FedEx Office makes the following objections to each and every one of the definitions and instructions, and incorporates by reference these objections in response to each of the interrogatories as if fully set forth therein:

1. FedEx Office objects to the definitions and instructions to the extent that they purport to impose obligations greater than those set forth in the Federal Rules of Civil Procedure, the Local Rules, or any applicable rules and court order. Such definitions and instructions render interrogatories subject to them vague, ambiguous, overly broad, unduly burdensome, and otherwise inconsistent with the Federal Rules of Civil Procedure. FedEx Office will abide by the

Federal Rules of Civil Procedure, the Local Rules of the United States District Court for the Western District of Texas, and any applicable court order in responding to the interrogatories.

2. FedEx Office objects to the definitions and instructions to the extent that they assume or assert accuracy.

3. FedEx Office objects to the definitions and instructions to the extent that they assume facts not established in this action.

4. Subject to and without waiver of any of the foregoing general objections or the specific responses and objections below, FedEx Office is conducting a reasonable search of the locations at which information or documents responsive to the interrogatories are likely to be kept, and will produce information or documents, if any, as described herein on a rolling basis. By responding that it will produce responses or documents, FedEx Office does not represent that such information or documents exist, only that a reasonable good faith search for such information or documents has been or will be made and, to the extent that such information or documents are located, that information or documents will be produced subject to the objections stated.

5. FedEx Office objects to the use or the definition of "Plaintiffs," "Defendant," and "FedEx," or any party's full or abbreviated name or pronoun, referring to a party to the extent it is inconsistent with the Federal Rules of Civil Procedure, the Local Rules, and any applicable court order. In addition, FedEx Office specifically objects to these definitions to the extent they impose a discovery obligation on any person or entity that is not a party to the litigation.

6. FedEx Office objects to Plaintiffs' definition of "Defendant," "You," "Your," or "FedEx" as vague, ambiguous, and overly broad and inconsistent with the Federal Rules of Civil Procedure to the extent it purports to include information outside FedEx Office's possession, custody, or control. In addition, FedEx Office objects to the use or the definition of "Defendant,"

"You," "Your," or "FedEx" as overly broad, unduly burdensome, irrelevant to the present litigation, not proportional to the needs of the case, and ambiguous. FedEx Office further objects to the inclusion of "agents, consultants, attorneys, patent agents, entities acting in joint venture, licensing, or partnership relationships" or other entities/persons otherwise described in the definition as overly broad and unduly burdensome. For the purpose of these objections and responses, FedEx Office assumes that "Defendant," "You," "Your," or "FedEx" refers to FedEx Office and Print Services, Inc., and limits its responses accordingly. FedEx Office is responding solely on its own behalf and not on behalf of any agents or representatives referenced in the definition.

7. FedEx Office objects to Plaintiffs' definitions of "Accused Functionalities" and "Accused Products" as impenetrably ambiguous. Plaintiff defines "Accused Functionalities" as "the features disclosed in the Complaint, representative infringement charts, and any amendments or supplements thereto." The only such "features" are Kubernetes, Apache Hadoop Distributed File System, Apache Kafka Streams using RocksDB Universal Compaction, Apache Cassandra, and Apache Hbase. Yet these "Accused Functionalities" are also listed as exemplary "Accused Products." FedEx Office cannot parse Plaintiffs intended distinction between the two overlapping terms.

8. FedEx Office further objects to the inclusion of "Accused Products" that were not accused of infringement in the Complaint. Specifically, "Google Platform featuring AMD EPYC processors," "Google Cloud Platform through Identity and Access Management ("IAM") for Cloud Load Balancing," "Backend servicebased external TCP/UDP Network Load Balancing," and "External HTTP(S) Load Balancing." Plaintiffs have made no allegations that any of these products infringe the Asserted Patents, or that FedEx Office infringes through those products.

9. To the extent that the interrogatories seek duplicative or cumulative information provided in response to other discovery requests, FedEx Office objects to them on the grounds that they are overly broad, unduly burdensome, and/or seek information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence.

10. FedEx Office objects to the interrogatories to the extent that they seek information that is a matter of public record or that is otherwise equally available to or already in the possession of Plaintiffs.

11. FedEx Office objects to the interrogatories to the extent that they seek information not in FedEx Office's possession, custody, or control.

12. FedEx Office objects to the interrogatories to the extent that they are vague, ambiguous, indefinite, overbroad, unduly burdensome, duplicative, cumulative, unlimited in time or scope, or otherwise unclear as to the information sought.

13. FedEx Office reserves the right to supplement, amend, modify, or correct its responses to Plaintiffs' interrogatories as additional evidence pertinent to this action becomes available.

14. The general objections and specific objections are made as to matters that are clearly objectionable on the face of the interrogatories. FedEx Office makes the objections without prejudice to and without waiver of its right to object on any grounds to any of the interrogatories.

OBJECTIONS AND RESPONSES TO INTERROGATORIES

Without waiving or limiting in any manner any of the foregoing general objections or objections to the definitions and instructions, but rather incorporating them into each of the following objections and/or responses to the extent applicable, FedEx Office responds to the specific interrogatories as follows.

INTERROGATORY NO. 1:

Identify all Accused Products implemented by Defendant from January 2019 to the present. For each Accused Product, provide at least the following information: (i) the internal and external name(s), code name(s), and model number(s) of each FedEx device; (ii) the version number, and release number/designation; (iii) the earliest date FedEx first began making, using, offering for sale, selling, and importing the product; (iv) an identification of each component (e.g., internal storage, operating system, chipset, modem, antenna), involved in or responsible for the device's ability to implement the Accused Functionalities for each Accused Product; and (v) an identification of the software build identification number(s) for each Accused Product, and each Accused Functionality in each Accused Product.

RESPONSE TO INTERROGATORY NO. 1:

FedEx Office incorporates each of its General Objections, and further makes the additional Specific Objections:

FedEx Office objects to this Interrogatory as overbroad, unduly burdensome, ambiguous, and vague in that it asks for "each component . . . involved in or responsible for the device's ability to implement the Accused Functionalities for each Accused Product." FedEx Office further objects to this interrogatory as vague in that the distinction between the Accused Products and the Accused Functionality is indiscernible. FedEx Office also objects to the terms "version number," "release number/designation", and "software build identification number(s)" as vague and ambiguous in that they do not provide notice of the intended distinction between these nearly identical terms. FedEx Office objects to this Interrogatory as overbroad in that it seeks information outside the statute of limitations for recovery for patent infringement actions. FedEx Office also objects to this interrogatory to the extent it seeks information regarding products not used by FedEx Office, and

therefore information that is not in FedEx Office's possession, custody, or control. FedEx Office also objects to this Interrogatory as an improper attempt to shift Plaintiff's burden to identify accused products and prove infringement. FedEx Office also objects to this Interrogatory because it is impermissibly compound and contains at least five (5) discrete subparts, which each count towards the number of interrogatories Plaintiffs were permitted, and thus Plaintiffs have exceeded the limits on interrogatories contemplated by the August 8, 2025 Discovery Order (Dkt. 38) . And FedEx Office further objects to this Interrogatory because it is nonsensical and appears to be a mere boilerplate form and/or copy-paste from some other case involving entirely different technology because it seeks information regarding, for example, identification of "chipset, modem, antenna" that have no conceivable connection to the asserted claims and/or Plaintiffs' allegations in this case.

Subject to and without waiving the above specific objections and its General Objections, FedEx Office responds as follows: The Complaint and Motion to Dismiss briefing purports to identify the website office.fedex.com as an as Accused Product. In view of this, this interrogatory makes little sense. There are no code names or model numbers for a "FedEx device" for a website. Nor do websites have version or release numbers. Nor do websites have operating systems, chipsets, or modems. Nor software build identification numbers. FedEx Office notes that this interrogatory appears to have been copied from another case involving physical products. FedEx Office is willing to meet and confer to understand how this request applies to office.fedex.com.

INTERROGATORY NO. 2:

For each Accused Product, Identify: (i) each Entity and/or FedEx business unit involved with the design, development, testing, manufacture, assembly, marketing, offer for sale, sale, distribution, use, importation, and exportation of each Accused Functionality and Accused

Product; (ii) a description of the functions of each Entity, or FedEx business unit identified in (i) above; (iii) each location where the design, development, testing, manufacture, assembly, marketing, offer for sale, sale, distribution, importation, and exportation took place; and (iv) three person(s) (employed by FedEx or otherwise) most knowledgeable about the design, development, testing, manufacture, assembly, marketing, offer for sale, sale, distribution, use, importation, and exportation of each Accused Product.

RESPONSE TO INTERROGATORY NO. 2:

FedEx Office incorporates each of its General Objections, and further makes the additional Specific Objections:

FedEx Office objects to this Interrogatory as overbroad, unduly burdensome, and seeking information that is generally irrelevant and disproportionate to the needs of the case. Specifically, this Interrogatory seeks information regarding all entities "involved with the design, development, testing manufacture, assembly, marketing, offer for sale, sale, distribution, use, importation, and exportation" of the Accused Functionalities and Accused Products, which could include an unlimited number of entities having marginal relevancy to the issues in this case. This Interrogatory is also vague and ambiguous in that it seeks information regarding "FedEx business unit[s]" and "functions" without defining the scope of those terms. FedEx Office also objects that this Interrogatory because it is not limited to any period of time, let alone a time period that could potentially be relevant to the permitted discovery. FedEx Office also objects to this interrogatory to the extent it seeks information regarding products not used by FedEx Office, and therefore information that is not in FedEx Office's possession, custody, or control. FedEx Office also objects to this Interrogatory because it is impermissibly compound and contains at least four (4) discrete subparts, which each count towards the number of interrogatories Plaintiffs were permitted, and

thus Plaintiffs have exceeded the limits on interrogatories contemplated by the August 8, 2025 Discovery Order (Dkt. 38).

Subject to and without waiving the above specific objections and its General Objections, FedEx Office responds as follows: FedEx Office identifies itself and Federal Express Corporation as being involved in the design, development, and testing of office.fedex.com. FedEx Office is willing to meet and confer regarding the meaning of subpart (ii) to this Interrogatory, as it does not appear applicable to a website. FedEx Office identifies the following people as most knowledgeable about the design, development, testing, manufacture, assembly, marketing, offer for sale, sale, distribution, use, importation, and exportation of office.fedex.com:

- Matthew Conners, Managing Director of Operations Strategy & Effectiveness

FedEx Office's investigation is ongoing. FedEx Office reserves the right to supplement, amend, modify, and/or correct this response as discovery progresses.

INTERROGATORY NO. 3:

For each Accused Product, Identify, on a monthly basis from January 2019 to present: (i) the volume of sales (in units and in U.S. Dollars), the gross revenue, net profits, profit margins, fixed and variable costs, number of units, number of purchasers, platform used, average transaction amount, and any transfer pricing, and (ii) set forth all bases for your response and the person(s) most knowledgeable concerning the foregoing information.

RESPONSE TO INTERROGATORY NO. 3:

FedEx Office incorporates each of its General Objections, and further makes the additional Specific Objections:

FedEx Office objects to this Interrogatory as overbroad, unduly burdensome, and seeking information that is generally irrelevant and disproportionate to the needs of the case. FedEx Office

objects to this as overbroad Interrogatory in that it seeks information on sales outside the statute of limitations for recovery for patent infringement actions. FedEx Office also objects to this Interrogatory to the extent that it seeks FedEx Office to provide information that is not kept in the ordinary course of business or known to FedEx Office. FedEx Office also objects to this interrogatory to the extent it seeks information regarding products not used by FedEx Office, and therefore information that is not in FedEx Office's possession, custody, or control. FedEx Office also objects to this Interrogatory because it is impermissibly compound and contains at least two (2) discrete subparts, which each count towards the number of interrogatories Plaintiffs were permitted, and thus Plaintiffs have exceeded the limits on interrogatories contemplated by the August 8, 2025 Discovery Order (Dkt. 38).

Subject to and without waiving the above specific objections and its General Objections, FedEx Office responds as follows: FedEx Office is willing to meet and confer on the meaning of this Interrogatory, particularly in light of the fact that the only Accused Product in this case that has any remote connection to FedEx Office is office.fedex.com, a website that is not sold. FedEx Office's investigation is ongoing. FedEx Office reserves the right to supplement, amend, modify, and/or correct this response as discovery progresses.

INTERROGATORY NO. 4:

Identify: (i) any agreements, licenses, or contracts, including attachments, or exhibits to those documents, relating to any Accused Product, or Accused Functionality, including, but not limited to, intellectual property license agreements, settlement agreements, technology agreements, software license agreements, and distribution agreements; (ii) which of these agreements you contend are comparable to an agreement resulting from a hypothetical negotiation

between You, and the hypothetical licensor; and (iii) the person(s) most knowledgeable concerning any such agreements, licenses, or contracts, and attachments, or exhibits to those documents.

RESPONSE TO INTERROGATORY NO. 4:

FedEx Office incorporates each of its General Objections, and further makes the additional Specific Objections:

FedEx Office objects to this Interrogatory as overbroad, unduly burdensome, in that calls for the identification of "any agreements" and is expressly "not limited." FedEx Office also objects to this Interrogatory because it is not limited to any period of time, let alone a time period that could potentially be relevant to the permitted discovery. FedEx Office also objects to this Interrogatory to the extent it seeks legal conclusions and expert opinions regarding the "hypothetical negotiation." FedEx Office also objects to this Interrogatory as seeking information protected by the attorney-client privilege, the work product immunity, the consulting expert exemption or any other applicable privilege, exemption, or immunity. FedEx Office also objects to this interrogatory to the extent it seeks information regarding products not used by FedEx Office, and therefore information that is not in FedEx Office's possession, custody, or control. FedEx further objects to this interrogatory as calling for the disclosure of agreements that FedEx Office also objects to this Interrogatory because it is impermissibly compound and contains at least three (3) discrete subparts, which each count towards the number of interrogatories Plaintiffs were permitted, and thus Plaintiffs have exceeded the limits on interrogatories contemplated by the August 8, 2025 Discovery Order (Dkt. 38).

Subject to and without waiving the above specific objections and its General Objections, FedEx Office responds as follows: FedEx Office identifies the documents at Production Numbers FEDEX_0000001, FEDEX_0000016, and FEDEX_0000053 as agreements related to

office.fedex.com. FedEx Office identifies Tiffany Brunson, General Counsel for FedEx Office as knowledgeable about the agreement at Production Number FEDEX_0000001. FedEx Office identifies Matthew Conners, Managing Director of Operations Strategy & Effectiveness for FedEx Office as knowledgeable about the agreements at Production Numbers FEDEX_0000016 and FEDEX_0000053. FedEx Office's investigation is ongoing. FedEx Office reserves the right to supplement, amend, modify, and/or correct this response as discovery progresses.

INTERROGATORY NO. 5:

Explain in detail all factual and legal bases for any contention by You, that You have not infringed the Asserted Patents, including, without limitation, the identification of: (i) each claim element of the Asserted Patents that You allegedly do not practice; (ii) all documents, circumstances, or other information that supports each contention that You do not practice a claim element; (iii) the person(s) knowledgeable with respect to any such contention; and (iv) any documents, things, persons, and/or witnesses that You intend to rely on to support such a contention.

RESPONSE TO INTERROGATORY NO. 5:

FedEx Office incorporates each of its General Objections, and further makes the additional Specific Objections:

FedEx Office objects to this Interrogatory as overbroad, unduly burdensome, and seeking information that is generally irrelevant and disproportionate to the needs of the case. FedEx Office also objects to this Interrogatory as seeking information protected by the attorney-client privilege, the work product immunity, the consulting expert exemption or any other applicable privilege, exemption, or immunity. FedEx Office further objects to this Interrogatory as premature because Plaintiffs' infringement contentions remain deficient and fail to identify what in the Accused

Products allegedly satisfies each asserted claim limitation, so FedEx Office cannot properly prepare contentions in rebuttal. FedEx Office also objects to this interrogatory to the extent it seeks information regarding products not used by FedEx Office, and therefore information that is not in FedEx Office's possession, custody, or control. FedEx Office also objects to this Interrogatory because it is impermissibly compound and contains at least four (4) discrete subparts, which each count towards the number of interrogatories Plaintiffs were permitted, and thus Plaintiffs have exceeded the limits on interrogatories contemplated by the August 8, 2025 Discovery Order (Dkt. 38).

Subject to and without waiving the above specific objections and its General Objections, FedEx Office responds as follows: FedEx Office has not purchased and does not itself employ any of the third-party software packages set forth in the complaint. Further, FedEx Office is unaware of any use of any of the third-party software packages by office.fedex.com. As such, there can be no infringement by FedEx Office as it does not make, use, sell, offer for sale, or import any of the third-party software packages that appear to be the basis of Valtrus's complaint. In addition, Valtrus's complaint fails to make any cogent claim of infringement with at least the following limitations lacking even support in the third-party documents provided by Valtrus:

FedEx does not practice at least the following elements of asserted claims 1-11, 25, and 26 of the '832 Patent:

- Claim 1
    - "A method for monitoring performance of a storage device"
    - "intercepting communications between a computer system and said storage device"

- "analyzing said intercepted communications relative to a threshold value for the performance of said storage device"
- "responding to a decline in the performance of said storage device based on said analyzed intercepted communications by automatically reallocating at least some data on said storage device to enhance continued operation of the storage device"

- Claim 2
  - "A method as in claim 1, further comprising measuring access for said storage device."
- Claim 3
  - "A method as in claim 2, further comprising correcting said measured access time for system overhead."
- Claim 4
  - "A method as in claim 1, wherein intercepting said communications comprises intercepting an error reported by said storage device."
- Claim 5
  - "A method as in claim 1, further comprising determining an access location on said storage device and an access frequency for data stored thereon, based on said intercepted communications."
- Claim 6
  - "A method as in claim 1, further comprising determining an access location on said storage device and an access duration for data stored thereon, based on said intercepted communications."

- Claim 7
    - “A method as in claim 1, further comprising logging said communications over time.”
- Claim 8
    - “A method as in claim 7, wherein analyzing said communications comprises deriving said threshold value based on said logged communications.”
- Claim 9
    - “A method as in claim 1, wherein responding to said declining performance of said storage device further comprises automatically backing-up data stored on said storage device.”
- Claim 10
    - “A method as in claim 1, wherein reallocating at least some data on said storage device is based on usage patterns of said data.”
- Claim 11
    - “A method as in claim 1, wherein responding to said declining performance of said storage device further comprises defragmenting at least a portion of said storage device.”
- Claim 25
    - “A method for monitoring performance of a storage device”
    - “intercepting communications between a computer system and said storage device”
    - “analyzing said intercepted communications”

- "reallocating at least some of said data on said storage device to enhance the performance of said storage device based on said analyzed communications"

- Claim 26
  - "A method as in claim 25, wherein intercepting said communications comprises determining access location, access frequency, and access duration for said data on said storage device."

FedEx does not practice at least the following elements of asserted claims 1-8 of the '332 Patent:

- Claim 1
  - "a method for hot deployment and/or redeployment in grid computing environment, wherein the grid computing environment includes one or more grid nodes"
  - "adding a new version of an application release bundle in a repository server"
  - "determining by a discovery services module which of the one or more grid nodes are running an application associated with the added new version of the application release bundle upon adding the new version of the application release bundle in the repository server"
  - "notifying a client application manager associated with one or more of the determined grid nodes about adding the new version of the application release bundle along with a type of data transfer protocol to use"

- “hot deploying/redeploying the new version of the application release bundle on running one or more application servers in an associated grid node using an appropriate hot deployment plug-in based on the data transfer protocol by a respective one of the client application managers”

- Claim 2
  - “The method of claim 1, wherein hot deploying/redeploying the new version of the application release bundle on the running one or more application servers in the associated grid using the appropriate hot deployment plug-in based on the data transfer protocol by the respective client application manager, comprises”
  - “selecting and invoking an appropriate hot deployment plug-in by a respective one of the client application managers based on the data transfer protocol to use for hot deploying/redeploying the new version of the application release bundle in an associated gride node”
  - “hot deploying/redeploying the new version of the application release bundle on running one or more application servers using the appropriate hot deployment plug-in in the associated grid node by the respective client application manager”
- Claim 3
  - “The method of claim 1, wherein hot deploying/redeploying the new version of the application release bundle on running one or more application servers using the appropriate hot deployment plug-in by the respective client application manager comprises”

- “hot deploying/redeploying the new version of the application release bundle on running one or more application servers using the appropriate hot deployment plug-in by a data transfer client associated with a respective one of the client application managers”

- Claim 4
  - “The method of claim 1, wherein the application comprises a set of components that are hosted by one or more application servers in the one or more grid nodes.”
- Claim 5
  - “The method of claim 1, wherein the repository server stores one or more new versions of the application release bundle associated with the application.”
- Claim 6
  - “The method of claim 1, further comprising:”
  - “registering the client application manager associated with one or more of the determined grid nodes with the repository server for accepting notification of receipt of the new version of the application release bundle.”
- Claim 7
  - “The method of claim 1, wherein the data transfer plug-in includes protocols selected from the group consisting of ftp, http, gridftp, tcp, and udp.”
- Claim 8

- "The method of claim 1, wherein each grid node comprises one or more application servers that include components selected from the group consisting of Web containers, Web service containers, and EJB containers."

FedEx does not practice at least the following elements of asserted claims 1-8 of the '686 Patent:

- Claim 1
  - "A method of providing data security for use with a file system"
  - "applying a mapping function to data block numbers that are associated with a file"
  - "wherein the data block numbers are contained in an index node associated with said file"
  - "obtaining mapped data block numbers after applying the mapping function, wherein the mapped data block numbers are addresses of data of the file in a storage device"
- Claim 2
  - "The method of claim 1, further comprising: storing a mapping of the data block numbers and the mapped data block numbers."
- Claim 3
  - "The method of claim 1, wherein a read operation for the file comprises:"
  - "obtaining the data block numbers of the file"
  - "obtaining the mapped data block numbers of the file based on the mapping function that is applied to the data block numbers"
  - "reading the data in the mapped data block numbers in the storage device"

- Claim 4
    - “The method of claim 1, wherein a write operation for the file comprises:”
    - “allocating data block numbers of free data blocks in the storage device”
    - “linking the data block numbers to a file name of the file”
    - “applying the mapping function to the data block numbers in order to obtain the mapped data block numbers”
    - “writing the data of the file into the mapped data block numbers in the storage device”
- Claim 5
    - “The method of claim 1, wherein the mapping function is an equation that is applied to each data block number of the file.”
- Claim 6
    - “The method of claim 1, further comprising: selecting a complexity level of the mapping function in order to set a security level and efficiency of the mapping function.”
- Claim 7
    - “The method of claim 1, wherein the data block numbers are addresses of data of the file in the storage device if the mapping function is not applied to the data block numbers.”
- Claim 8
    - “The method of claim 1, wherein the mapping function prevents copying of data of the file in the storage device.”

FedEx does not practice at least the following elements of asserted claims 1-8 of the ’416 Patent:

- Claim 1
    - “storing license information for a computing cluster in a memory module associated with a computing node”
    - “wherein the licensing information includes a bundle-type parameter that identifies a size of the cluster and at least one additional bundle-type characteristic of the cluster, and one or more node license parameters that identifies a characteristic of a computing node”
    - “initializing the computing cluster in a first computing node”
    - “adding one or more available computing nodes to the computing cluster”
    - “activating the computing cluster when the computing cluster includes a number of nodes that complies with the bundle-type parameter”
- Claim 2
    - “The method of claim 1, wherein storing license information for a computing cluster in a memory module associated with a computing node comprises retrieving licensing information from an external licensing server.”
- Claim 3
    - “The method of claim 1, wherein the bundle-type parameter identifies at least one of a minimum or maximum node count threshold for the computing cluster.”
- Claim 4

- "The method of claim 1, wherein: the node license parameters identify one or more bundle-types compatible with the computing node."

- Claim 5
  - "The method of claim 1, wherein adding one or more available computing nodes to the computing cluster comprises assigning a computing node a new node license when the computing node license is incompatible with a brand-type associated with the computing cluster."
- Claim 6
  - "The method of claim 1, further comprising initiating a license check while the computing system is operating wherein the license check evaluates at least one of: a license status of the computing node; a node count in the computing cluster; and a brand-type associated with the computing node."
- Claim 7
  - "The method of claim 1, wherein the license check comprises implementing an error routine that inhibits operation of the computing node when an incompatibility between the computing node and the computing cluster is detected."
- Claim 8
  - "The method of claim 1, further comprising adding a computing node to the activated computing cluster."

FedEx Office's investigation is ongoing. FedEx Office reserves the right to supplement, amend, modify, and/or correct this response as discovery progresses.

INTERROGATORY NO. 6:

Identify the date and circumstances under which You first became aware of the Asserted Patents, the patent applications of the Asserted Patents, and any Related Patent Applications, including, but not limited to: (i) a description of when and how You first became aware of the Asserted Patents (including awareness through reference or citation to the Asserted Patents), the patent applications of the Asserted Patents, and any Related Patent Applications; (ii) an identification of those person(s) who first became aware of the Asserted Patents, the patent applications of the Asserted Patents, and any Related Patent Applications; (iii) a description of the actions taken by You, in response to becoming aware of the Asserted Patents, the patent applications of the Asserted Patents, and any Related Patent Applications; and (iv) the identity of all documents relating to, supporting, or evidencing the foregoing.

RESPONSE TO INTERROGATORY NO. 6:

FedEx Office incorporates each of its General Objections, and further makes the additional Specific Objections:

FedEx Office objects to this Interrogatory as overbroad, unduly burdensome, particularly in seeking "all documents relating to" the answers to this Interrogatory. FedEx Office also objects to this Interrogatory as seeking information protected by the attorney-client privilege, the work product immunity, the consulting expert exemption or any other applicable privilege, exemption or immunity FedEx Office also objects to this Interrogatory because it is impermissibly compound and contains at least four (4) discrete subparts, which each count towards the number of interrogatories Plaintiffs were permitted, and thus Plaintiffs have exceeded the limits on interrogatories contemplated by the August 8, 2025 Discovery Order (Dkt. 38).

Subject to and without waiving the above specific objections and its General Objections, FedEx Office responds as follows: FedEx Office first became aware of the Asserted Patents, the patent applications of the Asserted Patents, and any Related Patent Applications on the filing date of the Complaint for the above captioned litigation. Valtrus first made general and vague allegations of patent infringement by FedEx Office in its Complaint against FedEx Office. Valtrus first referenced vague and general allegations against office.fedex.com and fedex.com in paragraph 9 of its Complaint in a statement alleging its basis for jurisdiction and venue. FedEx Office's investigation is ongoing. FedEx Office reserves the right to supplement, amend, modify, and/or correct this response as discovery progresses.

INTERROGATORY NO. 7:

For each Asserted Patent, Identify and Describe in detail each alleged design-around, and/or non-infringing alternative that You contend can be used as an alternative to each Asserted Patent, including, but not limited to: (i) a description of each alleged design-around and/or non-infringing alternative; (ii) a description of when and how each alleged design-around and/or non-infringing alternative was developed (if applicable); (iii) the identity of the person(s) involved in developing each alleged design-around and/or non-infringing alternative (if applicable), including their titles, and departments, if they are current or former employees of Defendant; (iv) the dates when each alleged design-around and/or non-infringing alternative was incorporated in Your products (if applicable); (v) the costs associated with developing, and implementing each design-around and/or alleged non-infringing alternative; (vi) the steps and time required to develop, and implement each alleged design-around and/or non-infringing alternative; (vii) the advantages and disadvantages of the alternative to You as compared to Your current approach; and (viii) any

impact (however measured by You) that each such alternative would have, if implemented by You, on the performance, function, or acceptability of each of the Accused Products.

RESPONSE TO INTERROGATORY NO. 7:

FedEx Office incorporates each of its General Objections, and further makes the additional Specific Objections:

FedEx Office objects to this Interrogatory as overbroad, unduly burdensome. FedEx Office objects to this interrogatory as vague, overly broad, and unduly burdensome, particularly in seeks an identification of "any impact . . . that each such alternative would have . . . on the performance, function, or acceptability of each of the Accused Products." FedEx Office also objects to this Interrogatory as seeking information protected by the attorney-client privilege, the work product immunity, the consulting expert exemption or any other applicable privilege, exemption, or immunity. FedEx Office also objects to this Interrogatory as seeking a legal conclusion. FedEx Office also objects to this Interrogatory as premature because it calls for expert opinions properly disclosed in an expert report, the timing of which is governed by the August 4, 2025 First Amended Docket Control Order (Dkt. 36). FedEx Office also objects to this Interrogatory because it is impermissibly compound and contains at least eight (8) discrete subparts, which each count towards the number of interrogatories Plaintiffs were permitted, and thus Plaintiffs have exceeded the limits on interrogatories contemplated by the August 8, 2025 Discovery Order (Dkt. 38).

Subject to and without waiving the above specific objections and its General Objections, FedEx Office responds as follows: FedEx Office does not infringe any valid claim of the Asserted Patents. FedEx Office therefore has no need to take efforts to design around the Asserted Patents or implement "non-infringing alternatives." FedEx Office's investigation is ongoing. FedEx Office

reserves the right to supplement, amend, modify, and/or correct this response as discovery progresses.

INTERROGATORY NO. 8:

For each Accused Product, Identify and Describe in detail any agreements and contracts You have entered into with any third party to make, use, test, offer to sell, sell, import into the United States, and/or otherwise supply the Accused Functionalities, and the Accused Products, including identifying all person(s) (both internal and external to FedEx) with knowledge of the agreements, contracts, and any correspondence, documents, and things relating thereto.

RESPONSE TO INTERROGATORY NO. 8:

FedEx Office incorporates each of its General Objections, and further makes the additional Specific Objections:

FedEx Office objects to this Interrogatory as overbroad, unduly burdensome in that it seeks information related to "any agreements and contracts" related to the Accused Functionalities *and* Accused Products. While Plaintiff's intended distinction between the Accused Functionalities and the Accused Products is unclear, production of all agreements related to, for example, office.fedex.com, is disproportionate to the needs of this patent infringement case, and it places an undue burden on FedEx Office to collect and produce any such agreements. FedEx Office additionally objects to this Interrogatory as either duplicative in scope to Interrogatory 4 or so ambiguous in its distinct scope from Interrogatory 4 as to be indecipherable. FedEx Office also objects to this Interrogatory because it is not limited to any period of time, let alone a time period that could potentially be relevant to the permitted discovery. FedEx Office also objects to this interrogatory to the extent it seeks information regarding products not used by FedEx Office, and therefore information that is not in FedEx Office's possession, custody, or control. FedEx Office

also objects to this Interrogatory as seeking information protected by the attorney-client privilege, the work product immunity, the consulting expert exemption or any other applicable privilege, exemption, or immunity.

Subject to and without waiving the above specific objections and its General Objections, FedEx Office responds as follows: FedEx has responded to Interrogatory 4. FedEx Office is willing to meet and confer regarding the intended difference—if any—between this Interrogatory and Interrogatory 4. FedEx Office's investigation is ongoing. FedEx Office reserves the right to supplement, amend, modify, and/or correct this response as discovery progresses.

INTERROGATORY NO. 9:

For each Accused Product, Identify and Describe in detail any and all internal and external consumer surveys, product requirement documents, market studies, metrics, summaries, and industry analysis relating to the importance, value, engagement, or other reports or analysis prepared by You, prepared on Your behalf, or known by You, identifying customer or industry preferences concerning the use of the Accused Functionalities, and the Accused Products, and describe in detail Defendant's knowledge of the capabilities of the Accused Functionalities in the United States, and identification of all customer use data related to the Accused Functionalities in Defendant's document production. Your answer should include the Bates numbers of all such documents, and all persons that possess related knowledge about these documents, studies, surveys, or other reports or analysis.

RESPONSE TO INTERROGATORY NO. 9:

FedEx Office incorporates each of its General Objections, and further makes the additional Specific Objections:

FedEx Office objects to this Interrogatory as overbroad, unduly burdensome in that it seeks "any and all internal and external consumer surveys, product requirement documents, market studies, metrics, summaries, and industry analysis relating to the importance, value, engagement, or other reports," which would include documents having virtually no relevance to the technology accused of infringement. FedEx Office also objects that this Interrogatory because it is not limited to any period of time, let alone a time period that could potentially be relevant to the permitted discovery. This Interrogatory is also vague and ambiguous in that it seeks documents "identifying customer or industry preferences concerning the use of the Accused Functionalities, and the Accused Products, and describe in detail Defendant's knowledge of the capabilities of the Accused Functionalities in the United States, and identification of all customer use data related to the Accused Functionalities in Defendant's document production." FedEx Office also objects to this Interrogatory to the extent it seeks information regarding products not used by FedEx Office, and therefore information that is not in FedEx Office's possession, custody, or control. FedEx Office also objects to this Interrogatory because it is impermissibly compound and contains at least three discrete subparts, which each count towards the number of interrogatories Plaintiffs were permitted, and thus Plaintiffs have exceeded the limits on interrogatories contemplated by the August 8, 2025 Discovery Order (Dkt. 38).

Subject to and without waiving the above specific objections and its General Objections, FedEx Office responds as follows: FedEx Office is willing to meet and confer to discuss the meaning and scope of this interrogatory, and whether any potentially responsive information might be proportional to the needs and issues presented in this case. FedEx Office's investigation is ongoing. FedEx Office reserves the right to supplement, amend, modify, and/or correct this response as discovery progresses.

INTERROGATORY NO. 10:

For each Accused Functionality and each Accused Product, Identify the following internal and external documents in your possession, custody, and/or control: source code, business requirements, product requirements, technical manuals and specifications, reference designs, product briefs, application notes, component, and product testing documentation and reports, market studies, and consumer surveys. For each identification, provide the production numbers (Bates numbers), of all such internal and external documents, and identify all persons possessing knowledge about the documents.

RESPONSE TO INTERROGATORY NO. 10:

FedEx Office incorporates each of its General Objections, and further makes the additional Specific Objections:

FedEx Office objects to this Interrogatory as overbroad, unduly burdensome in that it seeks "all such internal and external documents" and "all persons possessing knowledge about the documents." FedEx Office further objects to this Interrogatory as vague and ambiguous in calling for the identification of "internal and external documents." FedEx Office also objects that this Interrogatory because it is not limited to any period of time, let alone a time period that could potentially be relevant to the permitted discovery. FedEx Office further objects to this Interrogatory to the extent it seeks disclosure of confidential, proprietary, or trade secret information of third parties. FedEx Office also objects to this interrogatory to the extent it seeks information regarding products not used by FedEx Office, and therefore information that is not in FedEx Office's possession, custody, or control. Moreover, FedEx Office objects to this Interrogatory to the extent it is also duplicative and redundant of information that is more appropriately addressed via deposition or other means of discovery.

Subject to and without waiving the above specific objections and its General Objections, FedEx Office responds as follows: FedEx Office is unaware of any documents within its possession, custody, and control responsive to this interrogatory. FedEx Office's investigation is ongoing. FedEx Office reserves the right to supplement, amend, modify, and/or correct this response as discovery progresses.

INTERROGATORY NO. 11:

Explain in detail all factual and legal bases for FedEx's contentions regarding the appropriate damages due to Valtrus, in the event that any claims of the Asserted Patents are found valid and infringed, including, by explaining FedEx's contentions regarding: (i) whether you contend any damages should be based on a lost profits, reasonable royalty, or other damages theory, and the bases for those contentions; (ii) the date you contend any hypothetical negotiation would have commenced with respect to each Asserted Patents; (iii) the time period for which you contend Valtrus may appropriately collect damages from FedEx due to the infringement of each Asserted Claim by each Accused Product; (iv) the amount of any appropriate royalty base, and the basis for that royalty base; and (v) any licenses or agreements you contend are comparable to the inventions claimed in the Asserted Patents, or otherwise relevant to damages in this case.

RESPONSE TO INTERROGATORY NO. 11:

FedEx Office incorporates each of its General Objections, and further makes the additional Specific Objections:

FedEx Office objects to this Interrogatory to the extent it seeks legal conclusions and expert opinions. FedEx Office objects to the interrogatories to the extent it seeks information not in FedEx Office's possession, custody, or control. FedEx Office also objects to this Interrogatory as an improper attempt to shift Plaintiff's burden to prove damages. FedEx Office also objects to this

Interrogatory as premature because it calls for expert opinions properly disclosed in a rebuttal expert report on damages, the timing of which is governed by the August 4, 2025 First Amended Docket Control Order in this case (Dkt. 36). FedEx Office also objects to this interrogatory to the extent it seeks information regarding products not used by FedEx Office, and therefore information that is not in FedEx Office's possession, custody, or control. FedEx Office also objects to this Interrogatory because it is impermissibly compound and contains at least five (5) discrete subparts, which each count towards the number of interrogatories Plaintiffs were permitted, and thus Plaintiffs have exceeded the limits on interrogatories contemplated by the August 8, 2025 Discovery Order (Dkt. 38).

Subject to and without waiving the above specific objections and its General Objections, FedEx Office responds as follows: Discovery in this case is in its initial stages and FedEx Office does not yet have information with which to respond to this interrogatory, such as Plaintiffs' damages contentions. FedEx Office's investigation is ongoing. FedEx Office reserves the right to supplement, amend, modify, and/or correct this response as discovery progresses.

INTERROGATORY NO. 12:

Identify any value(s), including, but not limited to, the direct value to FedEx, value to the FedEx ecosystem, brand value, and any other values, attributed to the Accused Functionalities globally, or in the United States, whether estimated or calculated by FedEx, or a third-party, and describe in detail the basis for the calculation, or estimation of that value, including, by identifying any related reports, surveys, studies, and/or other documents on which that value is derived or based upon.

RESPONSE TO INTERROGATORY NO. 12:

FedEx Office incorporates each of its General Objections, and further makes the additional Specific Objections:

FedEx Office objects to this Interrogatory as overbroad, unduly burdensome in that it seeks irrelevant discovery on value of the Accused Functionalities outside of the United States, and to the extent it seeks value attributed to entities other than FedEx Office. FedEx Office also objects that this Interrogatory because it is not limited to any period of time, let alone a time period that could potentially be relevant to the permitted discovery. This Interrogatory is also vague and ambiguous in that it seeks information on "any value(s), including, but not limited to, the direct value to FedEx, value to the FedEx ecosystem, brand value, and any other values, attributed to the Accused Functionalities." FedEx Office also objects to this Interrogatory to the extent that it seeks FedEx Office to provide information that is not kept in the ordinary course of business or known to FedEx Office. FedEx Office also objects to this interrogatory to the extent it seeks information regarding products not used by FedEx Office, and therefore information that is not in FedEx Office's possession, custody, or control. FedEx Office also objects to this Interrogatory because it is impermissibly compound and contains at least two (2) discrete subparts, which each count towards the number of interrogatories Plaintiffs were permitted, and thus Plaintiffs have exceeded the limits on interrogatories contemplated by the August 8, 2025 Discovery Order (Dkt. 38).

Subject to and without waiving the above specific objections and its General Objections, FedEx Office responds as follows: FedEx Office is willing to meet and confer with to discuss the meaning and scope of this Interrogatory. FedEx Office considers its website to be an important part of its business for a variety of reasons and reserves the right to retain an expert to perform a valuation if that becomes necessary in this case. FedEx Office's investigation is ongoing. FedEx

Office reserves the right to supplement, amend, modify, and/or correct this response as discovery progresses.

INTERROGATORY NO. 13:

If you contend that the smallest saleable patent practicing unit for any of the products, or services identified in your responses to Interrogatory No. 1 is something other than the identified products and services (assuming those products and services infringe the Asserted Patents as alleged by Plaintiffs), identify each such smallest saleable patent practicing unit for each of the products, explain the bases for your contention, and identify by Bates number all documents that refer or relate to your contention.

RESPONSE TO INTERROGATORY NO. 13:

FedEx Office incorporates each of its General Objections, and further makes the additional Specific Objections:

FedEx Office objects to this Interrogatory as overbroad, unduly burdensome. FedEx Office further object to this Interrogatory to the extent it seeks disclosure of confidential, proprietary, or trade secret information of third parties. FedEx Office also objects to this Interrogatory to the extent it seeks legal conclusions and expert opinions. FedEx Office also objects to this interrogatory to the extent it seeks information regarding products not used by FedEx Office, and therefore information that is not in FedEx Office's possession, custody, or control. FedEx Office also objects to this Interrogatory as an improper attempt to shift Plaintiff's burden to prove damages. FedEx Office also objects to this Interrogatory as premature because it calls for expert opinions properly disclosed in a rebuttal expert report on damages, the timing of which is governed by the August 4, 2025 First Amended Docket Control Order in this case (Dkt. 36). FedEx Office also objects to this Interrogatory because it is impermissibly compound and contains at least three

(3) discrete subparts, which each count towards the number of interrogatories Plaintiffs were permitted, and thus Plaintiffs have exceeded the limits on interrogatories contemplated by the August 8, 2025 Discovery Order (Dkt. 38).

Subject to and without waiving the above specific objections and its General Objections, FedEx Office responds as follows: FedEx Office is willing to meet and confer on this Interrogatory, particularly the meaning of a "smallest saleable patent practicing unit" for the websites accused of infringement in this case. FedEx Office's investigation is ongoing. FedEx Office reserves the right to supplement, amend, modify, and/or correct this response as discovery progresses.

INTERROGATORY NO. 14:

Identify all documents reflecting FedEx's licensing policies, practices, or procedures relating to intellectual property, including license agreements, royalty agreements, covenants-not-to-sue, or similar agreements, involving the Accused Products, including the Accused Functionalities, or other similar products sold by FedEx in the same technical field, or business unit, as well as any agreements that you contend are comparable to a license for any of the Asserted Patents that would be contemplated by the Georgia-Pacific analysis in this case.

RESPONSE TO INTERROGATORY NO. 14:

FedEx Office incorporates each of its General Objections, and further makes the additional Specific Objections:

FedEx Office objects to this Interrogatory as overbroad and unduly burdensome in seeking identification of "all documents." FedEx Office also objects that this Interrogatory because it is not limited to any period of time, let alone a time period that could potentially be relevant to the permitted discovery. FedEx Office also objects to this Interrogatory as seeking information protected by the attorney-client privilege, the work product immunity, the consulting expert

exemption or any other applicable privilege, exemption, or immunity. FedEx Office further object to this Interrogatory to the extent it seeks disclosure of confidential or proprietary information of third parties, or information that FedEx Office is required to maintain in confidence. This Interrogatory is also vague and ambiguous in the use of the terms "similar products," "same technical field" and "business unit." FedEx Office also objects to this Interrogatory to the extent it seeks legal conclusions and expert opinions with regard to the comparability of licenses. FedEx Office also objects to this interrogatory to the extent it seeks information regarding products not used by FedEx Office, and therefore information that is not in FedEx Office's possession, custody, or control. FedEx Office also objects to this Interrogatory as premature because it calls for expert opinions properly disclosed in a rebuttal expert report on damages, the timing of which is governed by the August 4, 2025 First Amended Docket Control Order in this case (Dkt. 36).

Subject to and without waiving the above specific objections and its General Objections, FedEx Office responds as follows: FedEx Office is unaware of any documents within its possession, custody, and control responsive to this interrogatory. FedEx Office's investigation is ongoing. FedEx Office reserves the right to supplement, amend, modify, and/or correct this response as discovery progresses.

Dated: September 22, 2025

Respectfully Submitted,

FISH & RICHARDSON P.C.

By: */s/ David M. Hoffman*

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COUNSEL FOR DEFENDANT,
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CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing document was served electronically on September 22, 2025 to all counsel of record.

/s/ David M. Hoffman
David M. Hoffman