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VIA EMAIL

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Re: *Massively Broadband LLC v. Samsung Electronics Co. Ltd. et al.*, 2:25-cv-00608

Dear Counsel:

I write on behalf of Samsung regarding the production of documents and things in this case. As you know, the Discovery Order requires Massively Broadband to produce, without request, all documents, electronically stored information, and things relevant to the pleaded claims and defenses. To facilitate the prompt production of such documents and things pursuant to Federal Rule of Civil Procedure 26, the Local Rules of the Eastern District of Texas, including Local Rule CV-26(d), and the terms of the Discovery Order agreed to by the Parties, Samsung identifies the below exemplary categories of documents and things that Samsung expects to be included in Massively Broadband's search for and production of documents and things in this case. Accordingly, we request that Massively Broadband timely and promptly produce at least the following categories of documents, electronically stored information, and things in its possession, custody, or control. To the extent you object to production of any of the below categories, please let us know and provide a time you are available to meet and confer.

The following definitions shall apply to each of the Categories herein:

- "Massively Broadband", "you", and/or "your" means Massively Broadband LLC and any of its officers, directors, current and former employees, counsel, agents, consultants,

representatives, and any other persons acting on behalf of any of the foregoing, and any affiliates, parents, divisions, joint ventures, licensees, franchisees, assigns, predecessors and successors in interest, and any other legal entities, whether foreign or domestic, that are owned or controlled by Massively Broadband, and all predecessors and successors in interest to such entities.

- "Defendants," "Defendant," and/or "Samsung" means each of Defendants Samsung Electronics Co., Ltd. and Samsung Electronics America, Inc., individually and/or collectively.

- The "'194 Patent" means U.S. Patent No. 7,676,194.

- The "'754 Patent" means U.S. Patent No. 8,923,754.

- The "'337 Patent" means U.S. Patent No. 9,667,337.

- The "'999 Patent" means U.S. Patent No. 10,224,999.

- The "'783 Patent" means U.S. Patent No. 10,797,783.

- The "'763 Patent" means U.S. Patent No. 8,350,763.

- The "'358 Patent" means U.S. Patent No. 8,593,358.

- The "'625 Patent" means U.S. Patent No. 11,063,625.

- The "'548 Patent" means U.S. Patent No. 11,876,548.

- The "'794 Patent" means U.S. Patent No. 8,224,794.

- The "'925 Patent" means U.S. Patent No. 8,515,925.

- The "'700 Patent" means U.S. Patent No. 8,725,700.

- The "Intelligent Wireless Broadband Relay Patents" means the '194, '754, '337, '999, and '783 Patents, individually and collectively.

- The "Smart Antenna Patents" means the '763, '358, '625, and '548 Patents, individually and collectively.

- The "Network Monitoring Patents" means the '794, '925, and '700 Patents, individually and collectively.

- "Patents-in-Suit" means the '194, '754, '337, '999, '783, '763, '358, '625, '548, '794, '925, and '700 Patents, individually and collectively.

- "Product" means a machine, manufacture, apparatus, device, instrument, mechanism, appliance, or an assemblage of components/parts (either individually or collectively) that

are designed to function together electronically, mechanically, chemically, or otherwise, including any offered for sale, or under development.

- "Samsung Accused Product(s)" refers to the products, devices, apparatuses, and instrumentalities as defined by Massively Broadband in the complaint and infringement contentions.

- "3GPP" means 3rd Generation Partnership Project.

- "ETSI" means European Telecommunications Standards Institute.

- "IETF" means Internet Engineering Task Force.

- "IEEE" means Institute of Electrical and Electronics Engineers.

- "IPR" means intellectual property rights as defined in the ETSI's "Rules of Procedure," titled the "ETSI Intellectual Property Rights Policy" and IEEE.

- The term "FRAND" means "fair, reasonable, and non-discriminatory" as those terms are used by SSOs, including but not limited to ETSI and IEEE in the context of IPR licensing.

- "Essential" means necessary for implementation of any wireless standard, such that the standard, or some part of the standard, could not be practiced without infringing the patent or technology to which "essential" refers.

- "Named inventor" mean each inventor named on the Patents-in-Suit.

- "Standards" and "relevant standards" mean any and all public scientific or technical standards that relate to the subject matter of the Patents-in-Suit, including but not limited to standards published by ETSI, 3GPP, IEEE, and similar organizations.

- "Standards setting organization" and "SSO" mean an organization that adopts standards governing an industry or technological field, and includes without limitation ETSI, 3GPP, and IEEE.

- "Related Patents" means any and all patents, patent applications and/or patent publications concerning subject matter similar to the claimed subject matter of the Patents-in-Suit (including but not limited to the standards to which Massively Broadband alleges any such patent to be related); by way of example only, "related patents" includes any patent document that (i) claims priority from any of the Patents-in-Suit, (ii) is identified as priority for any of the Patents-in-Suit, or (iii) claims priority to any application to which any Patents-in-Suit claims priority.

- The terms "researcher" and "researchers" mean any person who, alone or in concert with others, contributed to or investigated the technology disclosed or claimed in the Patents-in-Suit, or who contributed to or published any document before the issue date of the

Patents-in-Suit concerning subject matter similar to the claimed subject matter of the Patents-in-Suit.

- "Document" includes, without limitation, all written, graphic or otherwise recorded material, including without limitation, microfilms or other film records or impressions, electronically stored information regardless of the form of storage medium, tape recordings or computer cards, floppy disks or printouts, any and all papers, photographs, films, recordings, memoranda, books, records, accounts, communications, letters, telegrams, correspondence, notes of meetings, notes of conversations, notes of telephone calls, inter-office memoranda or written communications of any nature, recordings of conversations either in writings or upon any mechanical or electrical recording devices, including email, notes, papers, reports, analyses, invoices, canceled checks or check stubs, receipts, minutes of meetings, time sheets, diaries, desk calendars, ledgers, schedules, licenses, financial statements, telephone bills, logs, and any differing versions of any of the foregoing, whether so denominated, formal, informal or otherwise, as well as copies of the foregoing which differ in any way, including by the addition of handwritten notations or other written or printed matter of any nature, from the original. The foregoing specifically includes information stored in a computer database and capable of being generated in documentary form, such as electronic mail. The foregoing specifically includes source code stored in a computer database and capable of being generated in documentary form, such as a text file.

- "Source Code" means computer code that specifies software that executes on processors (including but not limited to CPUs, embedded processors, DSPs, microcontrollers, FPGAs), or on processors of a computer or server (including but not limited to code written in the C, C++, C#, Objective C, Visual Basic, Java, JavaScript, PHP programming languages, in assembly language, in mark-up languages such as HTML or XML, or in data object formats such as JSON), or hardware definition/design language code that specifies the structure or functionality of hardware logic.

- "Communication" means, without limitation, any transmission, conveyance or exchange of a word, statement, fact, thing, idea, document, instruction, information, demand or question by any medium, whether by written, oral or other means, including but not limited to, electronic communications and electronic mail.

- The term "person" refers to any individual, corporation, proprietorship, association, joint venture, company, partnership or other business or legal entity, including governmental bodies and agencies.

- "Infringe" and "infringement" means direct infringement, contributory infringement, infringement by inducement, literal infringement, and infringement by the doctrine of equivalents or the reverse doctrine of equivalents.

- "Prior art" means, as of the filing date of the Patents-in-Suit, any article, poster, abstract, chapter, display, slides, or other printed publication that discloses, or a use, sale, or offer for sale of a system or device disclosed or claimed in the Patents-in-Suit or that practices or could be used to practice, the methods or portions of the methods disclosed or claimed in the Patents-in-Suit or any other thing or activity which could be or could have been relied

on by the United States Patent Office or a Court for an anticipation or obviousness determination of the Patents-in-Suit, including any and all patents, patent applications and/or publications prepared before the filing date of the Patents-in-Suit.

- "Identify" means:

  - in relation to a person, his or her full name and:

    - present business address(es), position and business affiliation, and business telephone number; or, if current information is not known, (b) the last known business and home addresses, position and business affiliation, and business telephone numbers;

  - in relation to an entity, the entity's: (a) full name; (b) state of incorporation; (c) current or last known business address; and (d) current or last known telephone number;

  - in relation to a document: (a) the date the document was created; (b) the author of the document; (c) the recipient of the document; (d) any person or entity receiving a copy of the document by "cc," "bcc," or otherwise; (e) a basic description of the nature of the document, including (if applicable) the title of the document, whether the document has been or is being produced in this litigation, and the dates or identifier number affixed to the document. Document to be "identified" include documents in Massively Broadband's possession, custody, or control, documents known by Massively Broadband to have existed but no longer exist, and other documents of which Massively Broadband has knowledge or information;

  - in relation to a product or service: (a) the product or service name; (b) the manufacturer, producer, or service provider; (c) the model, version, or part number; and (d) the type, description, or any other representative designation for the product or service;

  - in relation to a communication: (a) the date of the communication; (b) the identity of all documents relating to such communications; (c) the content and substance of the communication; (d) the persons who made, received or were involved in the communication; and (e) the person or persons most knowledgeable about the communication.

- "Reflect," "reflecting," "relate to," "refer to," "relating to," and "referring to" mean relating to, referring to, concerning, mentioning, reflecting, pertaining to, evidencing, involving, demonstrating, describing, discussing, commenting on, comprising, embodying, responding to, supporting, contradicting, containing or constituting (in whole or in part), as the context makes appropriate.

- The terms "third party" and "third parties" refer to persons that are not a party to this Action.

- The words "and" and "or," as used herein, shall be construed either conjunctively or disjunctively, as required by the context, to bring within the scope of these interrogatories any information which might be deemed outside their scope by any other construction.

- The term "including," as used herein, shall mean "including without limitation."

- As used herein, the term "facts" shall have its ordinary meaning and, pursuant to Federal Rule of Civil Procedure 33(a)(2), also shall mean related opinions, related contentions, and the application of law to fact.

- Except as specifically provided herein, words imparting the singular shall include the plural and vice versa.

INSTRUCTIONS

All Categories are to be understood as requesting information in the possession, custody, or control of Massively Broadband.

Massively Broadband must produce documents in the same file or other organizational environment in which they are maintained in the ordinary course of business. For example, a document that is part of a file, docket or other grouping should be physically produced together with all other documents from said file, docket or grouping, in the same order or manner of arrangement as the original, preceded by any file folder or other similar organizational item, whether paper or electronic, that contains the document produced. additionally, to the extent produced in hardcopy, each document should be produced stapled, clipped or otherwise bound or connected in the same manner as the original.

The source(s) or derivation of each document produced shall be specifically identified.

All documents that respond, in whole or in part, to any portion of any Category shall be produced in their entirety, including all attachments and enclosures.

Any document produced that was originally in electronic format must be produced as either a tiff image or in it native form, with all text therein produced with a text or other file that contains optical character recognition (OCR) data. Electronic records shall be produced together with a description of the system from which they were derived sufficient to permit rendering the records and information intelligible.

All software code is to be produced in its native format, preserving each file's original filename, directory path, line numbers, and code.

Each document is to be produced along with all non-identical drafts thereof in its entirety, without abbreviation or redaction.

Color copies of documents are to be produced where color is necessary to interpret or understand the contents.

If any document requested is claimed to be privileged or otherwise immune from discovery, please provide relevant information identifying such documents and assertion of immunity pursuant to the terms of the protective order entered or to be entered in this case.

Unless otherwise indicated in a particular Request, the Request is not date or time limited.

Any alleged delay by Samsung in enforcing any of the above instructions does not and shall not waive any such instruction.

Massively Broadband's obligation to respond to produce responsive documents is continuing and should be supplemented to include subsequently acquired information in accordance with the requirements of Rule 26(e) of the Federal Rules of Civil Procedure.

CATEGORIES OF DOCUMENTS AND THINGS FOR PRODUCTION

1. All documents referring to or regarding any one or more of the Patents-in-Suit, including but not limited to documents and communications concerning the preparation of the applications that led to the Patents-in-Suit, the prosecution of those applications, Massively Broadband's acquisition of the Patents-in-Suit, and any documents provided to Massively Broadband from the prior assignees of the Patents-in-Suit.

2. All documents regarding the conception, reduction to practice, research, design, development, or testing of the technology disclosed or claimed in the Patents-in-Suit, including the first written description or disclosure (including drawings) and the first prototype of such technology.

3. All documents regarding the contribution of each person involved in the conception, reduction to practice, research, design, development, or testing of the technology disclosed or claimed in the Patents-in-Suit.

4. All documents regarding the ownership or transfer of ownership of the Patents-in-Suit or any rights associated therewith at all times, including but not limited to any and all finalized and draft patent acquisition and transfer agreements between Massively Broadband and prior assignees of the Patents-in-Suit or their agents, any diligence documents provided to Massively Broadband from prior assignees of the Patents-in-Suit or their agents, and any patent infringement charts provided to Massively Broadband from prior assignees of the Patents-in-Suit or their agents.

5. All documents regarding the development of the technology disclosed or claimed in the Patents-in-Suit, including without limitation documents sufficient to identify each person involved in such development.

6. All documents regarding the proposal, development, alteration, adoption or promotion of the standards to which you allege any Patents-in-Suit to be relevant, including without limitation documents sufficient to identify each person involved in such proposal, development, alteration, adoption or promotion.

7. Documents sufficient to show each course, class, symposium, presentation, discussion, or seminar offered regarding the technology disclosed or claimed in the Patents-in-Suit that took place before issuance of one or more of the Patents-in-Suit.

8. All documents regarding any confidentiality agreement, protective order or similar restriction (whether explicit, implicit or implied) regarding the Patents-in-Suit or the subject matter shown, described, or claimed therein.

9. All communications and documents regarding communications between you and any person, including but not limited to the named inventors, any researcher, prior assignee, or other third-party, regarding this lawsuit.

10. All documents regarding any device or thing used to investigate, develop, or test the technology shown, described, or claimed in the Patents-in-Suit.

11. All documents regarding efforts to obtain US or foreign patent protection on any invention regarding the subject matter shown, described, or claimed in the Patents-in-Suit, including but not limited to:

(a) any invention disclosures, including but not limited to any invention disclosure submitted to you by the named inventors or any researcher;

(b) any document attached to or regarding any invention disclosure;

(c) drafts of US or foreign patent applications;

(d) the prosecution history of each US or foreign application on which a named inventor is a named inventor, including all issued, pending or abandoned applications;

(e) the prosecution history of each US or foreign patent application assigned to Massively Broadband or in which Massively Broadband have or may have an interest, including all issued, pending, or abandoned applications;

(f) all communications and correspondence regarding the patent applications referred to in subparts (c) through (e) above; and

(g) all documents consulted or reviewed by the applicants, patentees, or prosecuting attorneys during the preparation and prosecution of any application referred to in subparts (c) through (e) above, including but not limited to prior art references or potential prior art references.

12. All documents in your possession, custody, or control regarding the Patents-in-Suit or the alleged inventions disclosed or claimed therein.

13. All documents regarding (a) knowledge of prior art by any prior assignee, researcher, or named inventor, and (b) the date and circumstances pursuant to which each such prior assignee, researcher, or named inventor first learned of each prior art reference or item.

14. All documents regarding (a) your knowledge of prior art, and (b) the date and circumstances pursuant to which you first learned of each prior art reference.

15. All documents known or considered by you or any prior assignee of the Patents-in-Suit as prior art or potential prior art, or that were presented to you or any prior assignee of the Patents-in-Suit as being prior art or potential prior art.

16. All documents that show the state of the art of the subject matter shown, described, or claimed in the Patents-in-Suit as of the filing dates of the Patents-in-Suit.

17. All documents regarding differences (or similarities) between the prior art and the technology shown, described, or claimed in the Patents-in-Suit.

18. All documents concerning any allegation by any person that any claim of the Patents-in-Suit is invalid or unenforceable, including but not limited to (a) any allegation made in a legal proceeding in the United States or other countries; (b) any allegation made outside the context of a litigation; and (c) all prior art or activities that formed the basis of each allegation identified in response to (a) or (b).

19. All documents regarding any communications, correspondence, or meetings (including notes and memoranda) between you and any alleged infringer of the Patents-in-Suit, including without limitation communications regarding litigation, infringement, non-infringement, validity, invalidity, enforceability, unenforceability, claim construction, cease and desist efforts, negotiations, covenants, licensing agreements, and royalty agreements.

20. All documents regarding the enforceability or unenforceability of any of the claims of the Patents-in-Suit, including but not limited to opinions of counsel.

21. All documents regarding the validity or invalidity of any of the claims of the Patents-in-Suit, including but not limited to opinions of counsel, validity and invalidity contentions from any prior or co-pending litigation, expert reports on validity and invalidity contentions from any prior or co-pending litigation.

22. All documents concerning actual or potential non-infringing alternatives to the alleged inventions claimed in the Patents-in-Suit.

23. All documents sent to or received from any patent agent, attorney, agent, or representative of you regarding the Patents-in-Suit, any related patent or applications.

24. All sales, marketing, advertising, academic, or promotional materials, including without limitation all brochures, advertisements, photographs, literature, videos and publicity pieces of any kind or description regarding any use, public use, sale, offer for sale, demonstration, tutorial or presentation at a conference of the technology shown, described or claimed in the Patents-in-Suit.

25. All documents, including without limitation the text of speeches, lecture slides, notes, letters, papers, and draft papers presented or submitted by any person to any other person regarding the technology shown, described or claimed in each Patent-in-Suit before the issue date of that Patent-in-Suit.

26. Documents sufficient to show each instance during which any person disclosed to any other person any or all of the technology disclosed or claimed in each Patent-in-Suit, before the issue date of each Patent-in-Suit.

27. All documents regarding the relationships between or among Massively Broadband or any prior assignee of the Patents-in-Suit and the named inventors, including but not limited to employment contracts, patent assignment agreements, royalty distribution agreements, technology transfer agreements, funding arrangements or research agreements.

28. All documents regarding commercialization or attempted commercialization of the Patents-in-Suit, including but not limited to any licensing agreements, covenants not to sue, or payments regarding the Patents-in-Suit.

29. All documents concerning Massively Broadband's patent enforcement and licensing policies, programs or practices.

30. All documents regarding any discussions, plans or actions regarding the design, development, production, manufacture, or testing of any product that embodies, practices (alone or in combination with another thing), or incorporates any alleged invention claimed in the Patents-in-Suit.

31. All documents regarding any inspection, testing, evaluation, or analysis of any product that allegedly infringes (alone or in combination with another thing), directly or indirectly, the Patents-in-Suit, or that Massively Broadband concluded—after inspection, testing, evaluation or analysis—does not infringe the Patents-in-Suit.

32. All documents regarding your allegations that Samsung infringed, directly or indirectly, the Patents-in-Suit, including each document or thing reviewed, investigated, or created in the course of forming such allegations, and documents sufficient to identify all persons who formed, or were consulted in forming, such allegations.

33. All documents regarding each and every Samsung product or activity that Massively Broadband alleges infringes, directly or indirectly, the Patents-in-Suit.

34. All documents and communications regarding Massively Broadband's first awareness of the Samsung activities or products that Massively Broadband alleges infringe, directly or indirectly, the Patents-in-Suit, including documents and communications sufficient to show the date of such first awareness.

35. All board of directors or other meeting minutes regarding the Patents-in-Suit, efforts to enforce or to license the Patents-in-Suit, or this litigation.

36. All documents that set forth, refer to, evidence, summarize, or otherwise relate to each and every comparison, performed by Massively Broadband or any other person, between any of the claims of the Patents-in-Suit and any Samsung product.

37. All documents regarding each and every product that Massively Broadband alleges practices (alone or in combination with any other thing) the Patents-in-Suit.

38. All documents regarding any analysis or discussion of the scope, meaning, or application of any language, including claim language, contained in the Patents-in-Suit.

39. Documents sufficient to show each document or other source from which all definitions, formulae, sequences, lists, and the like disclosed in the specifications of the Patents-in-Suit were copied, taken, or derived.

40. All documents regarding any pre-filing formal, informal, written, or oral studies, analyses, opinions, investigations, or reports directed to the scope of patentability, validity, enforceability, or infringement concerning the subject matter shown, described or claimed in the Patents-in-Suit, including specifically a complete set of all documents comprising the pre-filing investigation in this litigation, and including specifically any inventorship reviews or determinations.

41. Documents sufficient to show each person who participated in any pre-filing formal, informal, written, or oral studies, analyses, opinions, investigations, or reports directed to the scope of patentability, validity, enforceability, or infringement concerning the subject matter shown, described or claimed in the Patents-in-Suit, and documents sufficient to show whether each such person was acting as a business person or as an attorney at the time of such participation.

42. All documents regarding any action or lawsuit, whether threatened, pending, or settled, whether before a civil court, the United States Patent and Trademark Office, or any foreign court or governing body, between you and any other person that concerns a patent infringement or similar claim regarding the subject matter shown, disclosed or claimed in the Patents-in-Suit, any related patent or any foreign counterpart, including but not limited to pleadings, briefs, transcripts, correspondence, all written discovery, expert reports, settlement agreements, and orders.

43. All documents regarding any errors or potential errors in the Patents-in-Suit and any knowledge or awareness of such errors or potential errors.

44. All documents regarding any attempts to amend or correct the Patents-in-Suit.

45. All documents regarding any secondary considerations of nonobviousness of the Patents-in-Suit, including but not limited to commercial success, long-felt need, attempts by others, failure of others, commercial acquiescence, licensing professional approval, copying, or laudatory statements by others regarding the alleged invention claimed in the Patents-in-Suit.

46. All documents concerning the applicable level of skill or education of a person of ordinary skill in the art as it would pertain to the Patents-in-Suit.

47. All documents regarding your policies and practices regarding retention of documents and communications regarding the Patents-in-Suit or the subject matter shown, described, or claimed therein.

48. All documents regarding actual or potential money damages associated with infringement, direct or indirect, of the Patents-in-Suit or related patents.

49. Documents sufficient to identify each investigation or study regarding actual or potential money damages that you have incurred as a result of alleged infringement, direct or indirect, of

the Patents-in-Suit or related patents, and all persons with knowledge of each such investigation or study.

50. All documents that form the basis for Massively Broadband's calculation of damages for alleged infringement, direct or indirect, by Samsung of the Patents-in-Suit.

51. All documents and communications regarding any notice provided to Samsung regarding the Patents-in-Suit or any related patents, or alleged infringement, direct or indirect, of the Patents-in-Suit or any related patents.

52. All documents regarding Massively Broadband's sales revenues, licensing fees, royalties or other form of income or compensation from the Patents-in-Suit, including all monthly, quarterly, and yearly summaries of such sales, licensing fees royalties or other form of income or compensation, and any documents analyzing such sales revenues, licensing fees, royalties or other form of income or compensation.

53. All documents regarding royalty rates that Massively Broadband contends should apply to any sales of products found to infringe, directly or indirectly, the Patents-in-Suit, including but not limited to any royalty rates in any covenant, license agreement, royalty report, negotiation, offer or proposal for license, licensing policies, or settlements regarding the Patents-in-Suit or any related patents.

54. All documents regarding any lost profits or lost sales that Massively Broadband contends have resulted, or which Massively Broadband believes will result, from Samsung's alleged infringement, direct or indirect, of the Patents-in-Suit.

55. All documents regarding the first sale, first offer for sale, first public use, first disclosure, first promotional activity, or first manufacture of the subject matter shown, described, or claimed in the Patents-in-Suit or any product that embodies or incorporates any alleged invention claimed in the Patents-in-Suit.

56. Documents sufficient to show the ownership, corporate structure, and management of Massively Broadband and any of Massively Broadband's parents, subsidiaries, or affiliates, including but not limited to documents sufficient to identify any person that holds or has held an ownership stake in Massively Broadband, or in which Massively Broadband holds or has held an ownership stake, at any time.

57. Organizational charts for Massively Broadband from inception to the present, including documents sufficient to identify every agent, employee, executive, and director of Massively Broadband, including any person involved in any decision whether to acquire, apply for, prosecute the application that led to, license, enforce, or defend the Patents-in-Suit on any occasion.

58. Documents sufficient to show on what date Massively Broadband first anticipated this litigation, including all documents regarding the date on which Massively Broadband concluded that Samsung infringed, directly or indirectly, the Patents-in-Suit, and all documents regarding such conclusion.

59. All documents regarding any contention by Massively Broadband that one or more Patents-in-Suit are essential to the practice of any standard.

60. All documents regarding Massively Broadband's or any prior assignee of the Patents-in-Suit's interactions or lack of interactions with ETSI, IETF, 3GPP, IEEE, and any other standards-related organizations related to the subject matter of the Patents-in-Suit.

61. All documents regarding Massively Broadband's or any prior assignee of the Patents-in-Suit's policies and practices or lack of policies and practices with respect to filing and prosecuting patent applications on technology related to standards.

62. All documents regarding Massively Broadband's or any prior assignee of the Patents-in-Suit's policies and practices or lack of policies and practices with respect to submitting or choosing not to submit to standards-related organizations statements regarding patent applications or patents on technology.

63. All documents regarding Massively Broadband's policies and practices with respect to licensing patents on technology related to standards.

64. Documents sufficient to identify all devices that practice standards for which you allege Patents-in-Suit to be essential.

65. All documents regarding Massively Broadband's or any prior assignee of the Patents-in-Suit's potential or actual obligation or agreement to be bound by any rules, bylaws, or policies of any SSO and/or SSO working group or committee (including ETSI, IETF, 3GPP, and IEEE).

66. All documents and communications regarding statements, submissions, or presentations by Massively Broadband or by any prior assignee of the Patents-in-Suit regarding the IPR disclosure practices, policies, or procedures of any SSO and/or SSO working group or committee.

67. All documents and communications regarding the ETSI IPR policy, including but not limited to the "ETSI Intellectual Property Rights Policy."

68. All documents and communications regarding the ETSI, 3GPP, IETF, and IEEE standards.

69. All documents regarding Massively Broadband's or any prior assignee of the Patents-in-Suit's knowledge of or participation in or lack of participation in any ETSI, 3GPP, IETF, or IEEE group or committee referring or relating to ETSI, IETF, 3GPP, or IEEE rules, policies, or guidelines regarding ETSI, IETF, 3GPP, or IEEE standards.

70. All documents regarding any decision to disclose or not to disclose any of the Patents-in-Suit and/or applications for any of the Patents-in-Suit to any SSO and/or SSO working group or committee.

71. Documents sufficient to show any incentives, awards, bonuses, compensation, or special payments provided by Massively Broadband or any prior assignee of the Patents-in-Suit, now or in the past, to inventors, including without limitation named inventors, employees or anyone acting

on Massively Broadband's behalf, in consideration of filing patents or patent applications that may be or are declared essential to a relevant standard.

72. All documents regarding whether the Patents-in-Suit are essential to any relevant standard, including but not limited to, any declarations, undertakings, or claims or lack thereof by Massively Broadband or any prior assignee of the Patents-in-Suit to any SSO and/or SSO working group or committee.

73. All documents regarding disclosure, potential disclosure, or decision not to disclose to an SSO and/or SSO working group or committee, including but not limited to ETSI, IETF, 3GPP, or IEEE, of patents or patent applications essential or potentially essential to the ETSI, IETF, 3GPP, or IEEE standards.

74. All documents regarding the value of the Patents-in-Suit, including but not limited to their value separately, in any combination, and/or as part of any portfolio.

75. All documents regarding licensing of any Massively Broadband IPR on FRAND/RAND terms.

76. All licenses and/or settlement agreements regarding the Patents-in-Suit.

77. Documents related to Massively Broadband's FRAND/RAND positions in any prior litigation, arbitration, or negotiation, or with any other companies as to which Massively Broadband offered to license one or more purportedly standards-essential patents, including but not limited to Massively Broadband's expert reports, pleadings, briefing, witness statements, deposition and trial transcripts, correspondence, and licensing presentations related to Massively Broadband's FRAND/RAND contentions for each such dispute.

78. Documents sufficient to show for any license to the Patents-in-Suit, either separately, in any combination, and/or as part of any portfolio, the licensee(s), the date of the license, the terms of the license including the royalty rates and lump-sum payments, and the payments made over time under the license.

79. Documents sufficient to identify all persons involved in licensing the Patents-in-Suit.

80. All documents regarding any potential or actual agreement, whether formal or informal, among or between you and any person to refrain from disclosing to any other person the terms of any license to any of the Patents-in-Suit or to any IPR claimed to be essential to any relevant standard.

81. All documents and communications regarding licensing of the Patents-in-Suit, including but not limited to negotiations, discussions, and/or correspondence, regardless of whether or not a license was executed.

82. All documents regarding any legal and/or administrative proceeding in which Massively Broadband has been a party where the issue of a party's obligation to grant a license to IPR under FRAND/RAND terms or conditions arose in the proceeding.

83. All documents regarding any meeting, discussion, or communication with Samsung regarding any of the Patents-in-Suit.

84. All documents regarding any attempt by Massively Broadband to research, develop, design, manufacture or sell items that embody or practice any of the Patents-in-Suit.

85. All documents that Massively Broadband has provided to, received from, or discussed (orally or in writing) with any consultant or expert in this action, whether testifying or not.

86. All documents that Massively Broadband intends to rely on in this action.

87. All documents regarding any lawsuit involving Massively Broadband in which essential or declared essential patents were asserted or in which FRAND/RAND licensing was in issue including, without limitation, any pleadings, declarations, transcripts of testimony, orders and decisions entered by the Court.

88. Documents sufficient to identify licensing rates for any patent, or portfolio of patents, owned, whether directly or indirectly, by Massively Broadband that Massively Broadband believes, has declared, or has been otherwise deemed or declared, essential to any ETSI, IETF, 3GPP, or IEEE standard.

89. All documents regarding any decision by Massively Broadband or by any prior assignee of the Patents-in-Suit to submit, or not submit, to ETSI an IPR Information Statement and Licensing Declaration for each of the Patents-in-Suit, or a patent in the same patent family as a Massively Broadband Patent-in-Suit.

90. All documents and communications to ETSI, IETF, 3GPP, or IEEE, ETSI, IETF, 3GPP, or IEEE working groups, or ETSI, IETF, 3GPP, or IEEE working group members relating to the Patents-in-Suit or the technology described in the Patents-in-Suit, including but not limited to all technical proposals, technical contributions, submissions, Change Requests, working documents, meeting agendas, approved meeting reports, and ETSI, IETF, 3GPP, or IEEE email reflector communications, related to the Patents-in-Suit and/or the technology claimed therein.

91. All opinions of counsel relating to any of the Patents-in-Suit.

92. All nonprivileged documents relating to Massively Broadband's United States business strategy and the role of lawsuits in said strategy.

93. All Communications between the Named Inventor and any Samsung employee.

94. All documents relating to any joint research work done by the Named Inventor and Samsung.

95. All documents relating to the Named Inventor's research work for the Wireless Networking and Communications Group at UT Austin.

96. All documents relating to the Named Inventor's founding of and research work on NYU WIRELESS.

97. All documents sufficient to show Samsung's contribution to NYU WIRELESS.

98. All documents relating to the Named Inventor's purported visit to Samsung's "Korean campus" referenced in Paragraph 250 of Your Complaint.

99. All documents relating to the Named Inventor's talks at industry conferences, which Samsung employees purportedly attended, referenced in Paragraph 256 of Your Complaint.

100. All documents relating to the drafting, editing, and publication of the paper *Public Clearinghouse System, Method, and Process for Locating Antennas and Equipment for Carriers and End Users* (MBB_25-608_004606), including all documents consulted, and all outlines and drafts that were created during the drafting process, all documents relating to the research work leading up to said paper, all documents sufficient to show the contribution of third parties to the alleged invention described in the paper, and all communications with others relating to the subject matter of the paper.

101. All documents identified, mentioned, referenced, reviewed, or relied on in the preparation of Massively Broadband's answers to Samsung's interrogatories.

Very truly yours,

/s/ Kevin Hardy

Kevin Hardy