EXHIBIT 3
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12

13   UNITED STATES DISTRICT COURT

14   NORTHERN DISTRICT OF CALIFORNIA

15   SAN JOSE DIVISION

16	IN RE: PERSONALWEB TECHNOLOGIES, LLC ET AL., PATENT LITIGATION	Case No. 5:18-md-02834-BLF
17		Case No.: 5:18-cv-00767-BLF
18	AMAZON.COM, INC., and AMAZON WEB SERVICES, INC.,	**FIRST SUPPLEMENTAL RESPONSES AND OBJECTIONS OF AMAZON.COM, INC. AND AMAZON WEB SERVICES, INC. TO FIRST SET OF INTERROGATORIES OF PERSONALWEB TECHNOLOGIES, LLC (NOS. 1-11)**
19	Plaintiffs, v.	
20	PERSONALWEB TECHNOLOGIES, LLC and LEVEL 3 COMMUNICATIONS, LLC,	
21	Defendants.	
22		**HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY**
23		
24	PERSONALWEB TECHNOLOGIES, LLC and LEVEL 3 COMMUNICATIONS, LLC,	
25	Counterclaimants,	
26	v.	
27	AMAZON.COM, INC., and AMAZON WEB SERVICES, INC.,	
28	Counterdefendants.	

1   Pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure, Amazon.com, Inc. and

2 Amazon Web Services, Inc. (collectively, "Amazon"), by and through counsel, hereby supplements

3 its responses to the First Set of Interrogatories of Personal Web Technologies, LLC

4 ("PersonalWeb") as follows:

5   **GENERAL OBJECTIONS**

6   The following general objections are stated with respect to each and every interrogatory

7 whether or not specifically identified in response thereto. To the extent any of these general

8 objections are not raised in any particular response, Amazon does not waive those objections.

9   1.   Amazon objects to each and every definition that purports to define a term by

10 referring to out of context and irrelevant statements made by counsel during case management

11 conferences. Such definitions are vague, ambiguous, irrelevant, not proportional to the needs of

12 the case and improper.

13   2.   Amazon objects to each and every definition and interrogatory as overly broad,

14 unduly burdensome, and not proportional to the needs of the case because they are not limited to a

15 specific geographic area. Amazon will only provide discovery with respect to the United States.

16   3.   Amazon objects to the definitions of "You," "Your," or "Amazon" because it seeks

17 to broaden the scope of allowable discovery and seeks information that is not within the possession,

18 custody, or control of Amazon, but is in the possession of third-parties and non-parties to this

19 lawsuit. Amazon further objects to the definition of these terms to the extent it includes Amazon's

20 attorneys and patent agents and seeks privileged and attorney-work product information. Amazon

21 will interpret these terms as referring to Amazon.com, Inc. and Amazon Web Services, Inc. only.

22   4.   Amazon objects to the definition of "S3 System" as vague and ambiguous, overly

23 broad, unduly burdensome, and not proportional to the needs of the case, as it does not identify the

24 products, services, or features with specificity. Amazon will interpret this term as the Simple

25 Storage Service (S3).

26   5.   Amazon objects to the definition of "Website Operator Sued by PersonalWeb" as

27 overly broad, unduly burdensome, and not proportional to the needs of this case. The cases

28 PersonalWeb has filed against Amazon's customers are currently stayed (*In re: PersonalWeb*

1 *Technologies, LLC et al., Patent Litigation*, No. 18-md-02834-BLF, Dkt. No. 157) and discovery

2 from or relating specifically to those customers, or PersonalWeb's claims in those cases, is outside

3 the scope of this declaratory judgment action.

4   6.   Amazon objects to the definition of "Website Operator Customer" as vague and

5 ambiguous, overly broad, unduly burdensome, and not proportional to the needs of the case.

6 PersonalWeb's definition does not identify the relevant entities or persons with specificity. Instead,

7 PersonalWeb states that this term includes entities that Amazon considers to be customers without

8 clarifying a time frame or whether this refers to just S3 customers or all customers for any of

9 Amazon's products. Amazon will interpret this term to refer to those customers who used S3 from

10 January 8, 2012 through December 26, 2016.

11   7.   Amazon objects to the definition of "Customer" as vague and ambiguous, overly

12 broad, unduly burdensome, and not proportional to the needs of the case, as it does not identify the

13 relevant entities with specificity. In addition, the cases PersonalWeb has filed against Amazon's

14 customers are currently stayed (*In re: PersonalWeb Technologies, LLC et al., Patent Litigation*,

15 No. 18-md-02834-BLF, Dkt. No. 157) and discovery from or relating specifically to those

16 customers, or PersonalWeb's claims in those cases, is outside the scope of this declaratory judgment

17 action. Amazon will interpret this term to refer to those customers who used S3 from January 8,

18 2012 through December 26, 2016.

19   8.   Amazon objects to the definition of "Webpage File" as vague and ambiguous, overly

20 broad, unduly burdensome, and not proportional to the needs of the case, as it does not identify the

21 item or feature with specificity. Amazon incorporates by reference its objections to the definitions

22 of the terms "Webpage Base File" and "Webpage Asset File." Amazon will interpret this term as

23 a file served via HTTP.

24   9.   Amazon objects to the definition of "Webpage Base File" as vague and ambiguous,

25 overly broad, unduly burdensome, and not proportional to the needs of the case, as it does not

26 identify the item or feature with specificity. Amazon incorporates by reference its objection to the

27 definition of the term "Webpage File." Amazon will interpret this term as an HTML file.

28   10.   Amazon objects to the definition of "Webpage Asset File" as vague and ambiguous,

overly broad, unduly burdensome, and not proportional to the needs of the case, as it does not identify the item or feature with specificity. Amazon incorporates by reference its objection to the definition of the term "Webpage File." Amazon will interpret this term as a file served via HTTP.

11. Amazon objects to the definition of "Content-Based ETag" as vague and ambiguous, overly broad, unduly burdensome, and not proportional to the needs of the case, as it does not identify the item or feature with specificity. Amazon will interpret this term as an ETag calculated based on contents of a corresponding file.

12. Amazon objects to the definition of "Fingerprint" as vague and ambiguous, overly broad, unduly burdensome, and not proportional to the needs of the case, as it does not identify the item or feature with specificity. Amazon will interpret this term as a Ruby on Rails fingerprint or a similar value that is calculated via a hash algorithm and that renders the name of a file dependent on the contents of the file.

13. Amazon objects to the definition of "Relevant Time Period" as vague and ambiguous, overly broad, unduly burdensome, and not proportional to the needs of the case. Amazon will interpret this term as referring to the time period January 8, 2012 through December 26, 2016 only.

14. Amazon objects to the definition of "Indemnified" or "Indemnification" as vague and ambiguous, overly broad, unduly burdensome, and failing to describe the information sought with reasonable particularity. Amazon will interpret this term to refer to the legal concept of indemnification. Amazon will interpret this term to refer to the time period of January 8, 2012 to December 26, 2016.

15. Amazon objects to the definition of "Describe in Detail" as overbroad, unduly burdensome, oppressive, and not proportional to the needs of the case. Amazon will interpret this term as "provide an explanation."

16. Amazon objects to the definition of "Meeting" as overly broad and unduly burdensome, vague and ambiguous, not proportional to the needs of this case, and failing to describe the information sought with reasonable particularity.

17. Amazon objects to the definition of "Identify" and "Identity" as overly broad and

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