EXHIBIT 3 (REDACTED VERSION OF DOCUMENT SOUGHT TO BE SEALED)



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12		
13	UNITED STATES DISTRICT COURT	
14	NORTHERN DISTRICT OF CALIFORNIA	
	SAN JOSE DIVISION	
15		
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
19	Plaintiffs,	RESPONSES AND OBJECTIONS OF
20		AMAZON.COM, INC. AND AMAZON WEB SERVICES, INC. TO FIRST SET
	PERSONALWEB TECHNOLOGIES, LLC and LEVEL 3 COMMUNICATIONS, LLC,	OF INTERROGATORIES OF PERSONALWEB TECHNOLOGIES,
21	Defendants.	LLC (NOS. 1-11)
22		HIGHLY CONFIDENTIAL -
23	DEDGOMAL WED TECHNIOLOGIES LLC. 1	ATTORNEYS' EYES ONLY
24	PERSONALWEB TECHNOLOGIES, LLC and LEVEL 3 COMMUNICATIONS, LLC, Counterclaimants,	
25	V.	
2627	AMAZON.COM, INC., and AMAZON WEB SERVICES, INC.,	
28	Counterdefendants.	



Pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure, Amazon.com, Inc. and Amazon Web Services, Inc. (collectively, "Amazon"), by and through counsel, hereby supplements its responses to the First Set of Interrogatories of Personal Web Technologies, LLC ("PersonalWeb") as follows:

GENERAL OBJECTIONS

The following general objections are stated with respect to each and every interrogatory whether or not specifically identified in response thereto. To the extent any of these general objections are not raised in any particular response, Amazon does not waive those objections.

- 1. Amazon objects to each and every definition that purports to define a term by referring to out of context and irrelevant statements made by counsel during case management conferences. Such definitions are vague, ambiguous, irrelevant, not proportional to the needs of the case and improper.
- 2. Amazon objects to each and every definition and interrogatory as overly broad, unduly burdensome, and not proportional to the needs of the case because they are not limited to a specific geographic area. Amazon will only provide discovery with respect to the United States.
- 3. Amazon objects to the definitions of "You," "Your," or "Amazon" because it seeks to broaden the scope of allowable discovery and seeks information that is not within the possession, custody, or control of Amazon, but is in the possession of third-parties and non-parties to this lawsuit. Amazon further objects to the definition of these terms to the extent it includes Amazon's attorneys and patent agents and seeks privileged and attorney-work product information. Amazon will interpret these terms as referring to Amazon.com, Inc. and Amazon Web Services, Inc. only.
- 4. Amazon objects to the definition of "S3 System" as vague and ambiguous, overly broad, unduly burdensome, and not proportional to the needs of the case, as it does not identify the products, services, or features with specificity. Amazon will interpret this term as the Simple Storage Service (S3).
- 5. Amazon objects to the definition of "Website Operator Sued by PersonalWeb" as overly broad, unduly burdensome, and not proportional to the needs of this case. The cases PersonalWeb has filed against Amazon's customers are currently stayed (*In re: PersonalWeb*



from or relating specifically to those customers, or PersonalWeb's claims in those cases, is outside the scope of this declaratory judgment action.

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

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

- 6. Amazon objects to the definition of "Website Operator Customer" as vague and ambiguous, overly broad, unduly burdensome, and not proportional to the needs of the case. PersonalWeb's definition does not identify the relevant entities or persons with specificity. Instead, PersonalWeb states that this term includes entities that Amazon considers to be customers without clarifying a time frame or whether this refers to just S3 customers or all customers for any of Amazon's products. Amazon will interpret this term to refer to those customers who used S3 from January 8, 2012 through December 26, 2016.
- 7. Amazon objects to the definition of "Customer" as vague and ambiguous, overly broad, unduly burdensome, and not proportional to the needs of the case, as it does not identify the relevant entities with specificity. In addition, the cases PersonalWeb has filed against Amazon's customers are currently stayed (*In re: PersonalWeb Technologies, LLC et al., Patent Litigation*, No. 18-md-02834-BLF, Dkt. No. 157) and discovery from or relating specifically to those customers, or PersonalWeb's claims in those cases, is outside the scope of this declaratory judgment action. Amazon will interpret this term to refer to those customers who used S3 from January 8, 2012 through December 26, 2016.
- 8. Amazon objects to the definition of "Webpage 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 objections to the definitions of the terms "Webpage Base File" and "Webpage Asset File." Amazon will interpret this term as a file served via HTTP.
- 9. Amazon objects to the definition of "Webpage Base 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 an HTML file.
 - 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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