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10 **Attorneys for PersonalWeb Technologies, LLC**

11 UNITED STATES DISTRICT COURT
 12 NORTHERN DISTRICT OF CALIFORNIA
 13 SAN JOSE DIVISION

14 IN RE PERSONAL WEB TECHNOLOGIES,
 15 LLC, ET., AL., PATENT LITIGATION

CASE NO.: 5:18-md-02834-BLF

16 AMAZON.COM, INC., et., al.,

Case No.: 5:18-cv-00767-BLF

17 Plaintiffs,

**DECLARATION OF SANDEEP SETH IN
 SUPPORT OF PERSONALWEB
 TECHNOLOGIES, LLC'S MOTION FOR
 ORDER AND ENTRY OF JUDGMENT
 OF NON-INFRINGEMENT**

18 v.

19 PERSONALWEB TECHNOLOGIES, LLC,
 20 et., al.,

21 Defendants.

22 PERSONALWEB TECHNOLOGIES, LLC
 23 and LEVEL 3 COMMUNICATIONS, LLC,

24 Counterclaimants,

25 v.

26 AMAZON.COM, INC. and AMAZON WEB
 27 SERVICES, INC.,

28 Counterdefendants.

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PERSONALWEB TECHNOLOGIES, LLC
and LEVEL 3 COMMUNICATIONS, LLC,

Plaintiffs

v.

TWITCH INTERACTIVE, INC., a Delaware
corporation,

Defendant.

1 I, Sandeep Seth, declare as follows:

2 1. I am a member of the bar of the State of California and am admitted to practice before the
3 United States District Court for the Northern District of California. I am of counsel at Stubbs
4 Alderton & Markiles, LLP, counsel for Plaintiffs PersonalWeb Technologies, LLC
5 (“PersonalWeb”). The facts herein are, unless otherwise stated, based upon personal knowledge, and
6 if called upon to do so, I could, and would testify to their truth under oath. I submit this declaration
7 in support of PersonalWeb’s Motion for Judgment of Non-Infringement.

8 2. Discovery has shown that Amazon’s instrumentality, CloudFront, permits access to content
9 according to parameters set by website operators. Discovery has also shown that CloudFront does
10 not set the access parameters, and therefore is not involved in defining when and under what
11 circumstances access to content is licensed.

12
13 I declare under penalty of perjury under the laws of the United States of America that the
14 foregoing is true and correct.

15 Executed on October 2, 2019 in Sherman Oaks, California.

16
17 /s/ Sandeep Seth
18 Sandeep Seth

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