

EXHIBIT 4

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12 TWITCH INTERACTIVE, INC.

13 UNITED STATES DISTRICT COURT
14 NORTHERN DISTRICT OF CALIFORNIA
15 SAN JOSE DIVISION

17 IN RE PERSONALWEB TECHNOLOGIES,
18 LLC, ET AL., PATENT LITIGATION

19 PERSONALWEB TECHNOLOGIES, LLC, and
20 LEVEL 3 COMMUNICATIONS, LLC,
21 Plaintiffs,
22 v.
23 TWITCH INTERACTIVE, INC.,
24 Defendants.

Case No.: 5:18-md-02834-BLF

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

**RESPONSES AND OBJECTIONS OF
TWITCH INTERACTIVE, INC. TO
PERSONALWEB'S SECOND SET OF
INTERROGATORIES (NOS. 9-19)**

25 Pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure, Twitch Interactive,
26 Inc. (hereafter, "Twitch"), by and through their counsel, hereby objects and responds to the Second
27 Set of Interrogatories (Nos. 9-19) of PersonalWeb Technologies, LLC and Level 3
28 Communications, LLC (collectively "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, Twitch does not waive those objections.

1. Twitch objects to each and every instruction and interrogatory to the extent that it seeks to impose duties beyond those required by the Federal Rules of Civil Procedure and the Local Rules of this district. Twitch’s response shall be made only in accordance with the applicable rule(s).

2. Twitch objects to the definitions of “You,” “Your,” or “Twitch” because it seeks to broaden the scope of allowable discovery and seeks information that is not within the possession, custody, or control of Twitch, but is in the possession of third-parties and non-parties to this lawsuit. Twitch further objects to the definition of these terms to the extent it includes Twitch’s attorneys and patent agents and seeks privileged and attorney-work product information. Twitch will interpret these terms as referring to Twitch Interactive, Inc. only.

3. Twitch objects to the definition of the term “Relevant Time Period” as overbroad, unduly burdensome, vague and ambiguous, not proportional to the needs of the case, exceeding the boundaries of discoverable information, and/or seeking information that is not relevant to any claim or defense in this action. Twitch will interpret this term as referring to September 14, 2012 to December 25, 2016.

4. Twitch 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. Twitch 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.

5. Twitch objects to the definition of “Cache-Busting” as vague, 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, and PersonalWeb does not explain what is meant by “valid” content.

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1 6. Twitch objects to the definition of the term “‘544 patent” as overbroad, unduly
2 burdensome, exceeding the boundaries of discoverable information, failing to describe the
3 information sought with the required reasonable particularity, and/or seeking information that is
4 not relevant to any claim or defense in this action to the extent that it includes “U.S. Patent No.
5 7,954,544.” PersonalWeb has not alleged infringement of this patent. Twitch will interpret this
6 term as referring only to U.S. Patent No. 7,945,544.

7 7. Twitch objects to the definition of the term “patents-in-suit” as overbroad, unduly
8 burdensome, exceeding the boundaries of discoverable information, failing to describe the
9 information sought with the required reasonable particularity, and/or seeking information that is
10 not relevant to any claim or defense in this action to the extent that it includes U.S. Patent No.
11 7,954,544. Twitch will interpret this term as referring only to U.S. Patent Nos. 5,978,791,
12 6,928,442, 7,802,310, 7,945,544, and 8,099,420.

13 8. Twitch objects to the definition of the term “asserted claims” as overbroad, unduly
14 burdensome, vague, ambiguous, exceeding the boundaries of discoverable information, failing to
15 describe the information sought with the required reasonable particularity, and/or seeking
16 information that is not relevant to any claim or defense in this action to the extent it includes any
17 products, systems, software or services that are not specifically accused and charted in
18 PersonalWeb’s Disclosures Pursuant to Patent Local Rules 3-1 and 3-2 (“PersonalWeb’s
19 Infringement Contentions”) served to Twitch on December 22, 2018. Twitch will interpret
20 “Accused Products” to include only those aspects of Twitch products, systems, software and/or
21 services specifically accused and charted in PersonalWeb’s Infringement Contentions. Twitch
22 further objects to each and every interrogatory as overbroad, unduly burdensome, vague,
23 ambiguous, exceeding the boundaries of discoverable information, failing to describe the
24 information sought with the required reasonable particularity, and/or seeking information that is
25 not relevant to any claim or defense in this action to the extent that they seek information about
26 aspects of Twitch products, systems, software and/or services not specifically accused in
27 PersonalWeb’s Infringement Contentions. Twitch will only provide a witness or witnesses for
28

1 examination about those aspects of Twitch products, systems, software and/or services
2 specifically accused and charted in PersonalWeb's Infringement Contentions.

3 9. Twitch objects to the definition of "S3 System" as vague and ambiguous, overly
4 broad, unduly burdensome, and not proportional to the needs of the case, as it does not identify
5 the products, services, or features with specificity. Twitch will interpret this term as Simple
6 Storage Service (S3).

7 10. Twitch objects to this interrogatory as seeking information that is not relevant to any
8 claim or defense in this action. CloudFront is not accused in PersonalWeb's complaint against
9 Twitch, in PersonalWeb's Infringement Contentions to Twitch, or in any of the complaints against
10 Amazon's customers. Moreover, PersonalWeb does not have standing to bring claims against
11 CloudFront. (See 5:18-md-02834 Dkts. 413, 453.) To the extent Twitch provides discovery on
12 CloudFront, it does so explicitly without waiver of this objection.

13 11. Twitch 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. Twitch will only provide discovery with respect to the United States.

16 12. Twitch objects to these interrogatories to the extent that they seek information
17 equally available to PersonalWeb in the public domain or that is already in the possession, custody,
18 or control of PersonalWeb.

19 13. Twitch objects to these interrogatories to the extent that they seek information that
20 is in the possession, custody, or control of parties over whom Twitch has no control.

21 14. Twitch objects to each and every instruction, definition, and interrogatory to the
22 extent that it seeks the disclosure of information protected by the attorney-client privilege, the
23 attorney work-product doctrine, or any other applicable privilege, immunity, or protection, as
24 provided by any applicable law. Twitch does not intend to disclose such privileged or protected
25 information. Twitch's inadvertent disclosure of any such information should not be deemed a
26 waiver of any privilege, immunity, or protection, and Twitch expressly reserves the right to object
27 to the introduction at trial or to any other use of such information that may be inadvertently
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