

February 23, 2026

Alan Lee Whitehurst
awhitehurst@mckoolsmith.com
Richard Alan Kamprath
rkamprath@mckoolsmith.com

Jessica C. Kaiser
JKaiser@perkinscoie.com
D. +1.303.454.2907
F. +1.303.291.2400

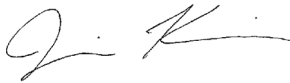
Re: *Amazon.com Services LLC v. InterDigital, Inc.*, IPR2026-00195

Counsel:

Amazon.com Services LLC, Amazon Web Services, Inc. (collectively, “Petitioners”), and Amazon.com, Inc. hereby stipulate that, if IPR2026-00195 is instituted, Petitioners and Amazon.com, Inc. will be bound by the full scope of estoppel under 35 U.S.C. § 315(e)(2) in any litigation as of the institution decision date for the patent at issue in the instituted IPR (i.e., Petitioners and Amazon.com, Inc. will forgo invalidity in litigation based on “any ground that the petitioner raised or reasonably could have raised during that inter partes review”). *See also Sotera Wireless, Inc. v. Masimo Corp.*, IPR2020-01019, Paper 12, 18-19 (PTAB Dec. 1, 2020) (precedential as to § II.A).

Accordingly, this stipulation ensures that IPR2026-00195 would be a “true alternative” to litigation (*Sotera*, Paper 12, 18-19) because Petitioners and Amazon.com, Inc. agree not to pursue any grounds after institution in litigation that are within the scope of the statutory estoppel (i.e., any grounds that the statute would preclude Petitioners and Amazon.com, Inc. from pursuing after Final Written Decision). However, if institution of IPR2026-00195 is subsequently vacated or IPR2026-00195 is terminated after institution without reaching a Final Written Decision, Petitioners and Amazon.com, Inc. will no longer be bound by this stipulation.

Sincerely,



Jessica C. Kaiser