

December 12, 2025

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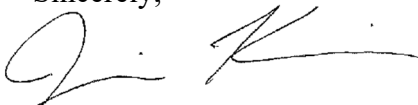
Re: *Sandpiper CDN, LLC v. Microsoft Corp.*, No. 2-25-cv-00664 (E.D. Tex.); *Microsoft Corp. v. Sandpiper CDN, LLC*, IPR2026-00095

Counsel:

Microsoft Corp. (“Petitioner”) hereby stipulates that, if IPR2026-00095 is instituted, Petitioner will be bound by the full scope of estoppel under 35 U.S.C. § 315(e)(2) in *Sandpiper CDN, LLC v. Microsoft Corp.*, No. 2-25-cv-00664 (E.D. Tex.) as of the institution decision date for the patent at issue in the instituted IPR (i.e., Petitioner will forgo invalidity in district court 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 IPR2026-00095 would be a “true alternative” to the district court proceeding (*Sotera*, Paper 12, 18-19) because Petitioner agrees not to pursue any grounds after institution in the district court that are within the scope of the statutory estoppel (i.e., any grounds that the statute would preclude Petitioner from pursuing after Final Written Decision for example if the district court were to stay the IPR pending Final Written Decision). However, if institution of IPR2026-00095 is subsequently vacated or IPR2026-00095 is terminated after institution without reaching a Final Written Decision, Petitioner will no longer be bound by this stipulation.

Sincerely,



Jessica C. Kaiser