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UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA
 SAN FRANCISCO DIVISION

OVERTURE SERVICES, INC., a Delaware corporation,

Plaintiff,

v.

GOOGLE INC., a California corporation,

Defendant.

Case No. C 02-01991 CRB ADR

**SUPPLEMENTAL PROTECTIVE ORDER
 RE OUTSIDE COUNSEL ONLY SOURCE
 CODE**

Judge: Hon. Charles R. Breyer

1 WHEREAS the parties on December 13, 2002 stipulated to a protective order governing the
2 disclosure of confidential information, the Honorable Charles R. Breyer signed that order on December
3 16, 2002, and the order was filed on December 18, 2002 (hereinafter, the “Stipulated Protective
4 Order”);

5 WHEREAS Paragraph 4(e) of the Stipulated Protective Order states that, pending further
6 discussion regarding further restrictions applicable to source code, the parties need not produce source
7 code that would otherwise be designated Outside Counsel Only; and

8 WHEREAS the parties have met and conferred regarding further restrictions applicable to
9 source code, and have stipulated to the following further restrictions;

10 GOOD CAUSE APPEARING, IT IS HEREBY ORDERED BY THE COURT as follows:

11 1. As used herein, the terms “Outside Counsel Only,” “Outside Counsel Only information,”
12 “Producing Party,” and “Receiving Party” have the same meaning as they do in the Stipulated
13 Protective Order.

14 2. Computer source code properly designated Outside Counsel Only is referred to herein as
15 Outside Counsel Only Source Code. All Outside Counsel Only Source Code, as well as all excerpts,
16 extracts, abstracts, charts, summaries, and notes made from Outside Counsel Only Source Code, shall
17 be Outside Counsel Only Source Code information as well as Outside Counsel Only information.

18 3. In addition to the restrictions set forth in the Stipulated Protective Order, the following
19 restrictions shall apply to the disclosure of any Outside Counsel Only Source Code information:

20 (a) Any Outside Counsel Only Source Code shall be produced in text file format
21 (or another format agreed to by the Receiving Party) on a CD or other readily computer-accessible
22 media (the “Source Code Media”).

23 (b) The Receiving Party will not make any copies of the Source Code Media.

24 (c) The Receiving Party may use the Source Code Media to install the source code
25 on a single, password-protected, non-networked computer at the offices of the Receiving Party’s
26 outside counsel.

27 (d) The Receiving Party may use the Source Code Media to install the source code
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1 on a single, password-protected, non-networked computer at the offices of one independent expert or
2 independent consultant that it has designated pursuant to Paragraph 4(a)(i) of the Stipulated Protective
3 Order.

4 (e) Except when it is being used for the purposes of installing the Outside Counsel
5 Only Source Code on computers, as allowed by subparagraphs (c) and (d), above, the Receiving Party
6 shall maintain the Source Code Media in a secure location at the offices of its outside counsel.

7 4. No Outside Counsel Only Source Code information shall be revealed or disclosed, in whole
8 or in part, directly or indirectly, to any individual described in Paragraphs 4(a) or 4(b) of the Stipulated
9 Protective Order, with the exception of outside counsel and the personnel of outside counsel as set forth
10 in Paragraph 4(a) of the Stipulated Protective Order, or to any individual who is otherwise authorized to
11 receive or view such information pursuant to Paragraph 5 of the Stipulated Protective Order, unless and
12 until that individual (a) is entitled, under the terms of the Stipulated Protective Order, to review Outside
13 Counsel Only information; (b) has been given a copy of this Order; and (c) has duly completed and
14 signed an undertaking in the form attached hereto as Exhibit A (“Source Code Undertaking”). Any and
15 all such signed Source Code Undertakings shall be retained in duplicate by outside counsel of record for
16 the Receiving Party.

17 5. In addition, prior to revealing or disclosing, in whole or in part, directly or indirectly, any
18 Outside Counsel Only Source Code information to any persons designated as independent expert
19 witnesses or independent consultants pursuant to Paragraph 4(a)(i) of the Stipulated Protective Order,
20 the disclosing party shall send to the other party by facsimile and first class mail a copy of the Source
21 Code Undertaking executed by the independent expert witness or independent consultant.

22 6. The restrictions in this Order are not intended to preclude the Receiving Party from using
23 reasonable excerpts of Outside Counsel Only Source Code in depositions exhibits, trial exhibits, expert
24 reports, and other documents for purposes of this action, subject to all of the restrictions set forth in the
25 Stipulated Protective Order that are applicable to Outside Counsel Only information. However, the
26 parties shall make best efforts to limit the number and size of excerpts of Outside Counsel Only Source
27 Code so used.

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IT IS SO ORDERED.

Dated: January 9, 2002

By: /s/
THE HON. CHARLES R. BREYER
UNITED STATES DISTRICT JUDGE

SO STIPULATED.

Dated: January 8, 2003

BRINKS HOFER GILSON & LIONE

By: _____
CHARLES M. MCMAHON
Attorneys for Plaintiff
OVERTURE SERVICES, INC.
KEKER & VAN NEST, LLP

Dated: January 8, 2003

By: _____
MICHAEL S. KWUN
Attorneys for Defendant
GOOGLE INC.

I hereby attest that concurrence in the filing of this document has been obtained from Charles M. McMahon.

Dated: January 8, 2003

KEKER & VAN NEST, LLP

By: _____
MICHAEL S. KWUN
Attorneys for Defendant
GOOGLE INC.

EXHIBIT A
UNDERTAKING

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1. I have carefully read and understand the attached Supplemental Protective Order re Outside Counsel Only Source Code (the "Source Code Protective Order"), which has been entered by the United States District Court for the Northern District of California in an action captioned *Overture Services, Inc., v. Google Inc.*, Case No. C 02-01991 CRB ADR. The initially capitalized terms in this Undertaking shall have the meanings supplied in the Source Code Protective Order.

2. Pursuant to the Source Code Protective Order, I may be given access to Outside Counsel Only Source Code information in the above-referenced action. As a condition of access to that Outside Counsel Only Source Code information, and in consideration of that access; (a) I agree that I shall be bound by and comply with all the terms of the Source Code Protective Order, including those limiting disclosure and use of the Outside Counsel Only Source Code information, and (b) I submit to the jurisdiction of the United States District Court for the Northern District of California for the enforcement of the Source Code Protective Order.

3. By reason of this Undertaking, the obligations imposed on me by the Source Code Protective Order shall be enforceable by the Producing Party to redress any breach of the Source Code Protective Order or this Undertaking.

4. I have executed this Undertaking in duplicate on _____ whereupon it becomes binding in accordance with its terms.

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

Executed this _____ day of _____, 200_ in _____.
