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 JUNIPER NETWORKS, INC.

14 UNITED STATES DISTRICT COURT  
 15 NORTHERN DISTRICT OF CALIFORNIA  
 16 OAKLAND DIVISION

18 PALO ALTO NETWORKS, INC.,  
 19 Plaintiff/Counter-Defendant,  
 20 v.  
 21 JUNIPER NETWORKS, INC.,  
 22 Defendant/Counter-Claimant.

Case No. 4:13-cv-04510-SBA  
~~PROPOSED~~ STIPULATED  
 PROTECTIVE ORDER

1 WHEREAS, Plaintiff Palo Alto Networks, Inc. (“PAN”) and Defendant Juniper  
2 Networks, Inc. (“Juniper”) each possess information relating to this matter that they consider  
3 confidential;

4 WHEREAS, the parties recognize that, in the course of discovery in this lawsuit, it may be  
5 necessary to disclose such confidential information to the other party, but they desire to ensure  
6 that such confidential information shall not be made public;

7 WHEREAS, the parties, by and through their respective counsel of record, have stipulated  
8 to entry of this Order to prevent unnecessary disclosure or dissemination of their confidential  
9 information;

10 IT IS HEREBY STIPULATED AND AGREED by and among counsel for the plaintiff  
11 and the defendant, and subject to the approval of the Court, as follows:

12 **PROCEEDINGS AND INFORMATION GOVERNED.**

13 1. This Order (“Protective Order”), made under Fed. R. Civ. P. 26(c), governs any  
14 document, information, or other thing furnished by any party to any other party, and it includes  
15 any non-party who receives a subpoena in connection with this action. The information protected  
16 includes, but is not limited to: answers to interrogatories; answers to requests for admission;  
17 responses to requests for production of documents; deposition transcripts and videotapes;  
18 deposition exhibits; and other writings or things produced, given or filed in this action that are  
19 designated by a party as “Confidential Information” or “Confidential Attorney Eyes Only  
20 Information” in accordance with the terms of this Protective Order, as well as to any copies,  
21 excerpts, abstracts, analyses, summaries, descriptions, or other forms of recorded information  
22 containing, reflecting, or disclosing such information. The information protected also includes  
23 proprietary computer source code that will be designated by a party as “Highly Confidential  
24 Information – Source Code” in accordance with the terms of the Protective Order, as well as to  
25 any copies, excerpts, abstracts, analyses, summaries, descriptions, or other forms of recorded  
26 information containing, reflecting, or disclosing such information.

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1 **DESIGNATION AND MAINTENANCE OF INFORMATION.**

2 2. For purposes of this Protective Order, (a) the “Confidential Information”  
3 designation means that the document is comprised of trade secrets or commercial information that  
4 is not publicly known and is of technical or commercial advantage to its possessor, in accordance  
5 with Fed. R. Civ. P. 26(c)(7), or other information required by law or agreement to be kept  
6 confidential; (b) the “Confidential Attorney Eyes Only” designation means that the document is  
7 comprised of information that the producing party deems especially sensitive, which may include,  
8 but is not limited to, confidential research and development, financial, technical, marketing, any  
9 other sensitive trade secret information; and (c) the “Highly Confidential Information – Source  
10 Code” designation means that the computer code or document comprises information that the  
11 producing party deems extremely sensitive, which may include, but is not limited to, confidential  
12 and proprietary computer code and associated comments and revision histories, formulas,  
13 engineering specifications, or schematics, that define or otherwise describe in detail the  
14 algorithms or structure of software or hardware designs, disclosure of which would create a  
15 substantial risk of serious harm that could not be avoided by less restrictive means.

16 **Designations**

17 3. Documents and things produced during the course of this litigation within the  
18 scope of paragraph 2(a) above, may be designated by the producing party as containing  
19 Confidential Information by placing on each page and each thing a “Confidential” legend.

20 Documents and things produced during the course of this litigation within the scope of  
21 paragraph 2(b) above may be designated by the producing party as containing Confidential  
22 Attorney Eyes Only Information by placing on each page and each thing a legend substantially as  
23 follows: “Confidential – Attorney Eyes Only.”

24 Documents and things produced during the course of this litigation within the scope of  
25 paragraph 2(c) above may be designated by the producing party as containing Highly  
26 Confidential Information – Source Code by placing on each page and each thing (or otherwise  
27 marking) a legend substantially as follows: “Highly Confidential Information – Source Code.”

28 A party may designate information disclosed at a deposition as Confidential Information,

1 Confidential Attorney Eyes Only Information, or Highly Confidential Information – Source Code  
2 by requesting the reporter to so designate the transcript or any portion of the transcript at the time  
3 of the deposition. If no such designation is made at the time of the deposition, any party will have  
4 fourteen (14) calendar days after the date of the deposition to designate, in writing to the other  
5 parties and to the court reporter, whether the transcript is to be designated as Confidential  
6 Information, Confidential Attorneys Eyes Only Information, or Highly Confidential Information  
7 – Source Code. If no such designation is made at the deposition or within this fourteen (14)  
8 calendar day period (during which period, the transcript must be treated as Confidential Attorneys  
9 Eyes Only Information, unless the disclosing party consents to less confidential treatment of the  
10 information), the entire deposition will be considered devoid of Confidential Information,  
11 Confidential Attorneys Eyes Only Information, or Highly Confidential Information – Source  
12 Code. Each party and the court reporter must attach a copy of any final and timely written  
13 designation notice to the transcript and each copy of the transcript in its possession, custody or  
14 control, and the portions designated in such notice must thereafter be treated in accordance with  
15 this Protective Order. It is the responsibility of counsel for each party to maintain materials  
16 containing Confidential Information, Confidential Attorney Eyes Only Information, or Highly  
17 Confidential Information – Source Code in a secure manner and appropriately identified so as to  
18 allow access to such information only to such persons and under such terms as is permitted under  
19 this Protective Order.

20 **INADVERTENT FAILURE TO DESIGNATE.**

21 4. Any information (including documents) produced in this action that a party later  
22 claims should not have been produced due to a privilege or protection from discovery, including  
23 but not limited to any attorney-client privilege, work product privilege, joint defense privilege, or  
24 settlement privilege, shall not be deemed to waive any such privilege or protection based merely  
25 on the fact of production. A party may request the return or destruction of such information,  
26 which request shall identify the information and the basis for requesting its return. If a receiving  
27 party receives information that the receiving party believes may be subject to a claim of privilege  
28 or protection from discovery, the receiving party shall promptly identify the information to the

1 producing party.

2 5. When a producing party or receiving party identifies such privileged or protected  
3 information, a receiving party: 1) shall not use, and shall immediately cease any prior use of, such  
4 information; 2) shall take reasonable steps to retrieve the information from others to which the  
5 receiving party disclosed the information; 3) shall within five (5) business days of the producing  
6 party's request return to the producing party or destroy the information and destroy all copies  
7 thereof. No one shall use the fact of production of the information in this action to argue that any  
8 privilege or protection has been waived. Within fourteen (14) days after a producing party or  
9 receiving party identifies the information, and not thereafter, the receiving party may file a  
10 motion to compel the production of the information on the basis that: (a) the information was  
11 never privileged or protected from disclosure; or (b) any applicable privilege or immunity has  
12 been waived by some act other than its production. The producing party and the receiving party  
13 shall meet and confer in accordance with applicable rules regarding any such motion to compel.  
14 Notwithstanding this provision, no party shall be required to return or destroy any information  
15 that may exist on any disaster recovery backup system.

16 **CHALLENGE TO DESIGNATIONS.**

17 6. A receiving party may challenge a producing party's designation at any time. Any  
18 receiving party disagreeing with a designation may request in writing that the producing party  
19 change the designation. The producing party will then have ten (10) business days after receipt of  
20 a challenge notice to advise the receiving party whether or not it will change the designation. If  
21 the parties are unable to reach agreement after the expiration of this ten (10) business day time  
22 frame, the receiving party may at any time thereafter seek an order to alter the confidential status  
23 of the designated information. Until any dispute under this paragraph is ruled upon by the Court,  
24 the designation will remain in full force and effect, and the information will continue to be  
25 accorded the confidential treatment required by this Protective Order.

26 **DISCLOSURE AND USE OF CONFIDENTIAL INFORMATION.**

27 7. Information designated as Confidential Information, Confidential Attorney Eyes  
28 Only Information, or Highly Confidential Information – Source Code may only be used by

1 persons expressly authorized under this protective order, and only for this action, including any  
2 appeals or other proceedings related to the subject matter of this action.

3 8. Subject to paragraphs 12 and 14 below, Confidential Information may be disclosed  
4 by the receiving party only to the following individuals, and only if such individuals are informed  
5 of the terms of this Protective Order: (a) up to two (2) employees of the receiving party who are  
6 required in good faith to provide assistance in the conduct of this litigation, including any  
7 settlement discussions, and who are identified as such in writing to counsel for the designating  
8 party in advance of the disclosure; (b) up to two (2) in-house counsel who are identified by the  
9 receiving party; (c) outside counsel for the receiving party; (d) supporting personnel employed  
10 by, or whose job duties require them to assist (b) and (c), such as paralegals, legal secretaries,  
11 data entry clerks, and legal clerks; (e) experts or consultants; and (f) any persons requested by  
12 counsel to furnish services such as document coding, image scanning, mock trial, jury profiling,  
13 translation services, court reporting services, demonstrative exhibit preparation, or the creation of  
14 any computer database from documents.

15 9. Subject to paragraphs 12 and 14 below, Confidential Attorney Eyes Only  
16 Information may be disclosed by the receiving party only to the following individuals, provided  
17 that such individuals are informed of the terms of this Protective Order: (a) up to two (2) in-house  
18 counsel who are identified by the receiving party and who are not involved, and shall not become  
19 involved, in any competitive decision-making up to and including (2) years after final termination  
20 of this action; (b) outside counsel for the receiving party; (c) supporting personnel employed by,  
21 or whose job duties require them to assist (a) and (b), such as paralegals, legal secretaries, data  
22 entry clerks, legal clerks, and private photocopying services; (d) experts or consultants; and (e)  
23 any persons requested by counsel to furnish services such as document coding, image scanning,  
24 mock trial, jury profiling, translation services, court reporting services, demonstrative exhibit  
25 preparation, or the creation of any computer database from documents.

26 10. Subject to paragraphs 12 and 14 below, Highly Confidential Information – Source  
27 Code may be disclosed by the receiving party only to the following individuals, provided that  
28 such individuals are informed of the terms of this Protective Order: (a) outside counsel for the

1 receiving party; (b) supporting personnel employed by outside counsel, such as paralegals, legal  
2 secretaries, data entry clerks, legal clerks, private photocopying services, whose services are  
3 necessary for outside counsel's work with the Highly Confidential Information – Source Code  
4 information or documents; and (c) up to (2) non-testifying experts or consultants and any  
5 testifying expert provided, however, that should a non-testifying expert or consultant no longer be  
6 retained by the receiving party with respect to this litigation, another non-testifying expert or  
7 consultant may receive access in that expert or consultant's stead (a "replacement expert or  
8 consultant"), although absent a showing of good cause no more than two (2) replacement experts  
9 or consultants may receive access to the Highly Confidential Information – Source Code  
10 information or documents.

11 **11. Source Code Inspection**

12 (a) Any source code produced in discovery shall be made available for inspection, in a  
13 format and with utilities allowing it to be reasonably reviewed and searched. The available  
14 review software and utilities shall include the software development environment used by the  
15 producing party as well as appropriate standard programmer tools to assist in reviewing and  
16 searching of the source code. Should receiving party request an additional software utility to  
17 assist in the review or search of the source code, the producing party shall not unreasonably  
18 withhold consent to load the utility on the stand-alone computer provided, however, that the  
19 producing party shall have the right to require the receiving party to provide any third-party  
20 software that it does not possess.

21 (b) The source code shall be made available for inspection on a stand-alone computer  
22 in a secured room (either at the office of an independent escrow agent, with costs to be shared by  
23 the parties, or upon agreement at an alternate location) without Internet access or network access  
24 to other computers, and the receiving party shall not copy, remove, or otherwise transfer any  
25 portion of the source code onto any recordable media or recordable device, except that the  
26 reviewing party may create electronic files on the stand-alone computer for the purpose of  
27 maintaining work product (including code excerpts), which shall not be viewed by anyone not  
28 authored to view Confidential Information – Source Code or by anyone retained by, employed by,

1 or otherwise affiliated with, the producing party. Upon request by the receiving party, the  
2 producing party will make a second review computer available, in order to enable parallel review  
3 by multiple reviewers. Each review computer shall be equipped with a large monitor (minimum  
4 24-inch), a mouse, and a reasonably fast processor(s) (e.g., Intel Core i7) and disk storage to  
5 permit efficient search and review of code.

6 (c) The receiving party shall be permitted to make printouts and photocopies of  
7 portions of source code that are reasonably necessary for the preparation of court filings,  
8 pleadings, expert reports, or other papers, but shall not obtain paper copies for the purposes of  
9 reviewing the source code other than electronically as set forth in paragraph (a) in the first  
10 instance. In no event may the receiving party print more than 30 consecutive pages of source  
11 code during the duration of the case without prior written approval by the producing party. All  
12 such source code in paper form must be marked with the label "HIGHLY CONFIDENTIAL -  
13 SOURCE CODE" on each page. The receiving party shall maintain a log of all such files that are  
14 printed or photocopied, and maintain a record of any individual who has inspected any portion of  
15 the source code in electronic or paper form. The receiving party shall maintain all paper copies of  
16 any printed portions of the source code in a secured, locked area.

17 (d) The receiving party shall not create any electronic or other images of the paper  
18 copies and shall not convert any of the information contained in the paper copies into any  
19 electronic format, except as (1) necessary to prepare court filings, pleadings, or other papers  
20 (including a testifying expert's expert report), (2) necessary for depositions, or (3) otherwise  
21 necessary for the preparation of its case. Any paper copies used during a deposition shall be  
22 retrieved by the producing party at the end of each day and must not be given to or left with a  
23 court reporter or any other individual. At the conclusion of the deposition, the producing party  
24 will collect each copy of any paper copy of source code and will retain the original of any such  
25 exhibit, which shall not be appended to the transcript of the deposition. For avoidance of doubt,  
26 however, counsel for the party taking the deposition is permitted to retain a copy of the exhibit  
27 and use it as reasonably necessary, including in connection with expert reports, motions,  
28 preparation for other depositions, and trial preparation.



1           12.    **Authorized Experts, Consultants and In-House Counsel**

2           (a)    Prior to disclosing Confidential Attorney Eyes Only Information, or Highly  
3 Confidential Information – Source Code to a receiving party’s proposed expert or consultant, the  
4 receiving party must provide to the producing party a signed Confidentiality Agreement in the  
5 form attached as Exhibit A, the resume or curriculum vitae of the proposed expert or consultant,  
6 the expert or consultant’s business affiliation, and any current and past consulting relationships in  
7 the industry in the last six years.

8           (b)    Prior to disclosing Confidential Attorney Eyes Only Information to a receiving  
9 party’s proposed in-house counsel, the receiving party must provide to the producing party a  
10 written request that (1) sets forth the full name of the in-house counsel and the city and state of  
11 his or her residence, and (2) describes the in-house counsel’s current and reasonably foreseeable  
12 future primary job duties and responsibilities in sufficient, non-privileged detail to determine if  
13 in-house counsel is involved, or may become involved, in any competitive decision-making.  
14 Competitive decision-making shall be interpreted in light of the governing case law. Any  
15 relevant changes in job duties or responsibilities for in-house counsel prior to final disposition of  
16 the litigation shall be provided to the producing party to allow the producing party to evaluate any  
17 later-arising competitive decision-making responsibilities.

18           (c)    The producing party will thereafter have five (5) business days from receipt of the  
19 Confidentiality Agreement to object to any proposed individual. The objection must be made for  
20 good cause and in writing, stating with particularity the reasons for the objection. Failure to  
21 object within five (5) business days constitutes approval. If the parties are unable to resolve any  
22 objection, the receiving party may apply to the presiding judge to resolve the matter. There will  
23 be no disclosure to any proposed individual during the five (5) business day objection period,  
24 unless that period is waived by the producing party, or if any objection is made, until the parties  
25 have resolved the objection, or the presiding judge has ruled upon any resultant motion.

26           13.    Counsel is responsible for the adherence by third-party vendors to the terms and  
27 conditions of this Protective Order. Counsel may fulfill this obligation by obtaining a signed  
28 Confidentiality Agreement in the form attached as Exhibit B.

1           14. Confidential Information, Confidential Attorney Eyes Only Information, Highly  
2 Confidential Information – Source Code may be disclosed to a person who is not already allowed  
3 access to such information under this Protective Order if:

4           (a) the person is a director, officer, or employee of the designating party and (i)  
5 previously authored or received the information or (ii) is within the category of persons at the  
6 designating party authorized to access the information;

7           (b) the information was authored, or received for proper business purposes, outside the  
8 litigation context, by a representative of the company for which the person is testifying as a  
9 designee under Fed. R. Civ. P. 30(b)(6); or

10           (c) counsel for the party designating the material agrees that the material may be  
11 disclosed to the person.

12           In the event of disclosure under this paragraph, only the reporter, the person, his or her  
13 counsel, the presiding judge, and persons to whom disclosure may be made and who are bound by  
14 this Protective Order, may be present during the disclosure or discussion of the confidential  
15 information. Disclosure of material pursuant to this paragraph does not constitute a waiver of the  
16 confidential status of the material so disclosed.

17           **Prosecution Bar**

18           15. Absent written consent from the Producing Party, any individual who reviews  
19 technical Confidential Attorney Eyes Only Information or Highly Confidential Information –  
20 Source Code information shall not be involved in the prosecution of patents or patent applications  
21 relating to firewall technology or the subject matter of the Confidential Attorney Eyes Only  
22 Information or Highly Confidential Information – Source Code information reviewed, including  
23 without limitation the patents asserted in this action and any patent or application claiming  
24 priority to or otherwise related to the patents asserted in this action, before any foreign or  
25 domestic agency, including the United States Patent and Trademark Office (“the Patent Office”).  
26 For purposes of this paragraph, “prosecution” includes directly or indirectly drafting, amending,  
27 advising, or otherwise affecting the scope or maintenance of patent claims. To avoid any doubt,  
28 “prosecution” as used in this paragraph does not include: (a) representing a party before a

1 domestic or foreign agency in proceedings that occur after the issuance of the patent (including,  
2 but not limited to, a reissue protest, ex parte reexamination, inter partes reexamination, or inter  
3 partes review), other than a reissue or equivalent foreign procedure initiated by that party, and (b)  
4 seeking to obtain a patent from the U.S. Patent and Trademark Office as an inventor. This  
5 Prosecution Bar shall begin when Confidential Attorney Eyes Only Information or Highly  
6 Confidential Information – Source Code information is first reviewed by the affected individual  
7 and shall end two (2) years after final termination of this action.

8 **NON-PARTY INFORMATION.**

9 16. The existence of this Protective Order must be disclosed to any person producing  
10 documents, tangible things, or testimony in this action who may reasonably be expected to desire  
11 confidential treatment for such documents, tangible things or testimony. Any such person may  
12 designate documents, tangible things, or testimony confidential pursuant to this Protective Order.

13 **FILING DOCUMENTS WITH THE COURT.**

14 17. Without written permission from the designating party or a court order secured  
15 after appropriate notice to all interested persons, a party may not file in the public record in this  
16 action any information or items designated in this action as Confidential Information,  
17 Confidential Attorney Eyes Only Information, or Highly Confidential Information – Source Code  
18 (“Protected Material”). A party that seeks to file under seal any Protected Material must comply  
19 with Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court  
20 order authorizing the sealing of the specific Protected Material at issue. Pursuant to Civil Local  
21 Rule 79-5, a sealing order will issue only upon a request establishing that the Protected Material  
22 at issue is privileged, protectable as a trade secret, or otherwise entitled to protection under the  
23 law. If a receiving party's request to file Protected Material under seal pursuant to Civil Local  
24 Rule 79-5(e) is denied by the court, then the receiving party may file the Protected Material in the  
25 public record pursuant to Civil Local Rule 79-5(e)(2) unless otherwise instructed by the court.

26 18. Producing or receiving confidential information, or otherwise complying with the  
27 terms of this Protective Order, will not (a) operate as an admission by any party that any  
28 particular Confidential Information contains or reflects trade secrets or any other type of

1 confidential or proprietary information; (b) prejudice the rights of a party to object to the  
2 production of information or material that the party does not consider to be within the scope of  
3 discovery; (c) prejudice the rights of a party to seek a determination by the presiding judge that  
4 particular materials be produced; (d) prejudice the rights of a party to apply to the presiding judge  
5 for further protective orders; or (e) prevent the parties from agreeing in writing to alter or waive  
6 the provisions or protections provided for in this Protective Order with respect to any particular  
7 information or material.

8 **CONCLUSION OF LITIGATION.**

9 19. Within sixty (60) calendar days after final judgment in this action, including the  
10 exhaustion of all appeals, or within sixty (60) calendar days after dismissal pursuant to a  
11 settlement agreement, each party or other person subject to the terms of this Protective Order is  
12 under an obligation to destroy or return to the producing party all materials and documents  
13 containing Confidential Information, Confidential Attorney Eyes Only Information, or Highly  
14 Confidential Information – Source Code and to certify to the producing party that this destruction  
15 or return has been done. However, outside counsel for any party is entitled to retain all court  
16 papers, trial transcripts, exhibits, and attorney work product provided that any such materials are  
17 maintained and protected in accordance with the terms of this Protective Order, except for  
18 documents containing Highly Confidential Information – Source Code wherein any party is  
19 entitled to retain only a single copy of such documents. Additionally, no entity is required to  
20 destroy information retained on a disaster recovery backup system.

21 20. Even after final judgment, the confidentiality obligations imposed by this Order  
22 shall remain in effect until a producing party agrees otherwise in writing or a court order  
23 otherwise directs.

24 **Protected Material Subpoenaed Or Ordered Produced In Other Litigation.**

25 21. If a party is served with a subpoena or a court order issued in other litigation that  
26 compels disclosure of any information or items designated in this action as Confidential  
27 Information, Confidential Attorney Eyes Only Information, or Highly Confidential Information  
28 that party must:

1 (a) promptly notify in writing the producing party. Such notification shall include a  
2 copy of the subpoena or court order;

3 (b) promptly notify in writing the party who caused the subpoena or order to issue in  
4 the other litigation that some or all of the material covered by the subpoena or order is subject to  
5 this Protective Order. Such notification shall include a copy of this Stipulated Protective Order;  
6 and

7 (c) cooperate with respect to all reasonable procedures sought to be pursued by the  
8 producing party whose confidential information may be affected.

9 22. If the producing party timely seeks a protective order, the Party served with the  
10 subpoena or court order shall not produce any information designated in this action as  
11 Confidential Information, Confidential Attorney Eyes Only Information, or Highly Confidential  
12 Information before a determination by the court from which the subpoena or order issued, unless  
13 the party has obtained the producing party's permission. The producing party shall bear the  
14 burden and expense of seeking protection in that court of its confidential material – and nothing  
15 in these provisions should be construed as authorizing or encouraging a receiving party in this  
16 action to disobey a lawful directive from another court.

17 **UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL.**

18 23. If a receiving party learns that, by inadvertence or otherwise, it has disclosed to  
19 any person or in any circumstance not authorized under this Stipulated Protective Order, the  
20 receiving party must immediately (a) notify in writing the disclosing party of the unauthorized  
21 disclosures, (b) use its best efforts to retrieve all unauthorized copies of the confidential  
22 information, (c) inform the person or persons to whom unauthorized disclosures were made of all  
23 the terms of this Order, and (d) request such person or persons to execute the "Acknowledgment  
24 and Agreement to Be Bound" that is attached hereto as Exhibit A.

25 24. Nothing in this Order abridges the right of any person to seek its modification by  
26 the court in the future.

27 **REMEDIES.**

28 25. It is Ordered that this Protective Order will be enforced by the sanctions set forth

1 in Fed. R. Civ. P. 37(b) and any other sanctions as may be available to the presiding judge,  
2 including the power to hold parties or other violators of this Protective Order in contempt. All  
3 other remedies available to any person injured by a violation of this Protective Order are fully  
4 reserved.

5 26. Any party may petition the presiding judge for good cause shown if the party  
6 desires relief from a term or condition of this Protective Order.

7  
8 MORRISON & FOERSTER LLP

9 /s/ Michael A. Jacobs

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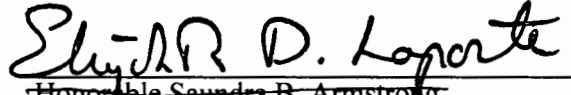
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~~PROPOSED~~ ORDER

IT IS SO ORDERED this 18 day of April, 2014.



~~Honorable Sandra B. Armstrong  
UNITED STATES SENIOR DISTRICT JUDGE~~

**Elizabeth D. Laporte**  
United States Magistrate Judge  
450 Golden Gate Avenue  
San Francisco, CA 94102





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**Exhibit A**

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA**

PALO ALTO NETWORKS, INC.,

Plaintiff/Counter-Defendant,

v.

JUNIPER NETWORKS, INC.,

Defendant/Counter-Claimant.

Case No. 4:13-cv-04510-SBA

**CONFIDENTIALITY AGREEMENT FOR EXPERT,  
CONSULTANT OR EMPLOYEES OF ANY PARTY**

I hereby affirm that:

Information, including documents and things, designated as “Confidential Information,” “Confidential Attorney Eyes Only Information,” or “Highly Confidential Information – Source Code” as defined in the Protective Order entered in the above-captioned action (“Protective Order”), is being provided to me pursuant to the terms and restrictions of the Protective Order. I have been given a copy of and have read the Protective Order.

I am familiar with the terms of the Protective Order and I agree to comply with and to be bound by its terms.

I submit to the jurisdiction of this Court for enforcement of the Protective Order. I agree not to use any Confidential Information, Confidential Attorney Eyes Only Information, or Highly Confidential Information – Source Code disclosed to me pursuant to the Protective Order except as permitted under the Protective Order and not to disclose any of this information to persons other than those specifically authorized by the Protective Order, without the express written consent of the party who designated the information as confidential or by order of the presiding judge. I also agree to notify any stenographic, clerical or technical personnel who are required to assist me of the terms of this Protective Order and of its binding effect on them and me.

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I understand that I am to retain all documents or materials designated as or containing Confidential Information, Confidential Attorney Eyes Only Information, or Highly Confidential Information – Source Code in a secure manner, and that all such documents and materials are to remain in my personal custody until the completion of my assigned duties in this matter, whereupon all such documents and materials, including all copies thereof, and any writings prepared by me containing any Confidential Information, Confidential Attorney Eyes Only Information, or Highly Confidential Information – Source Code are to be returned to counsel who provided me with such documents and materials.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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**Exhibit B**

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA**

PALO ALTO NETWORKS, INC.,

Plaintiff/Counter-Defendant,

Case No. 4:13-cv-04510-SBA

v.

JUNIPER NETWORKS, INC.,

Defendant/Counter-Claimant.

**CONFIDENTIALITY AGREEMENT FOR THIRD-PARTY VENDORS**

I hereby affirm that:

Information, including documents and things, designated as “Confidential Information,” “Confidential Attorney Eyes Only Information,” or “Highly Confidential Information – Source Code” as defined in the Protective Order entered in the above-captioned action (“Protective Order”), is being provided to me pursuant to the terms and restrictions of the Protective Order.

I have been given a copy of and have read the Protective Order.

I am familiar with the terms of the Protective Order and I agree to comply with and to be bound by its terms.

I submit to the jurisdiction of this Court for enforcement of the Protective Order. I agree not to use any Confidential Information, Confidential Attorney Eyes Only Information, or Highly Confidential Information – Source Code disclosed to me pursuant to the Protective Order except as permitted under the Protective Order and not to disclose any of this information to persons other than those specifically authorized by the Protective Order, without the express written consent of the party who designated the information as confidential or by order of the presiding judge.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_