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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
(SAN JOSE DIVISION)

In re:

Case No. C 05-01114 JW (HRL)  
MDL No. 1665

ACACIA MEDIA TECHNOLOGIES  
CORPORATION PATENT LITIGATION

**STIPULATED COVENANT NOT TO SUE;  
ORDER THEREON**

**COVENANT NOT TO SUE**

1. This Covenant Not to Sue is entered into by Acacia Media Technologies Corporation (“Acacia”), on the one hand, and the following entities, individually or in any combination thereof, on the other: Ademia Multimedia, LLC; ACMP, LLC; AEBN, Inc.; Audio Communications, Inc.; Cyber Trend, Inc.; Cybernet Ventures, Inc.; Game Link, Inc.; Global AVS, Inc.; Innovative Ideas International; Lightspeed Media Group, Inc.; National A-1 Advertising, Inc.; New Destiny Internet Group, LLC; VS Media, Inc.; Offendale Commercial Limited BV; and International Web Innovations, Inc. (collectively, “Defendants”).

2. The “Withdrawn Claims” shall mean Claims 1-18 of U.S. Patent No. 5,132,992 (“992 patent”).

3. In exchange for good and valuable consideration, the receipt of which is hereby acknowledged, Acacia hereby covenants not to sue Defendants or their Affiliates (defined below) on the Withdrawn Claims for any past, present, or future claim of infringement arising from

1 manufacturing, having manufactured, exporting, importing, using, selling, or offering to sell any  
2 product or method whatsoever, or having engaged in the past in any or all of these activities.

3 4. Thus, Acacia agrees that, with respect to the Withdrawn Claims, Defendants and  
4 their Affiliates shall not be subject to any injunction, and shall have no liability to Acacia or to any  
5 purchaser, assignee, or successor-in-interest to the Withdrawn Claims, for any alleged infringement  
6 of the Withdrawn Claims, including without limitation any alleged direct infringement, indirect  
7 infringement, joint infringement, inducement to infringe, or contributory infringement. For the  
8 purpose of this Covenant, **“Affiliate”** shall be defined, with respect to each Defendant, as a separate  
9 corporation, company, or other entity which now or hereafter, directly or indirectly through one or  
10 more intermediaries, Controls, is Controlled by, or is under common Control with such Defendant.  
11 **“Controls”** or **“Controlled by”** and **“under common Control with”** shall mean the power to direct  
12 or cause the direction of the management policies of such corporation, company, or other entity,  
13 whether through the ownership of voting securities, or by contract or otherwise.

14 5. Further, Acacia covenants not to sue any of Defendants’ or their Affiliates’  
15 subscribers on the Withdrawn Claims, where the alleged infringement results from subscribing to  
16 and/or using services offered by Defendants or their Affiliates.

17 6. This Covenant Not to Sue shall bind Acacia and its parent companies, subsidiaries,  
18 affiliates, successors and assigns, and present, former, and future employees, officers, shareholders,  
19 directors, representatives, agents, attorneys, successors and assigns, and all other persons acting for  
20 or on its behalf. Acacia and Defendants intend this covenant to burden the ‘992 patent so as to bar  
21 any and all future assignees of the ‘992 patent from asserting the Withdrawn Claims against  
22 Defendants and/or their Affiliates.

23 7. This Covenant Not to Sue shall not affect Acacia’s ability to continue to seek  
24 injunctive and/or monetary relief from any Defendant or its Affiliates with respect to any of the  
25 remaining patent claims from the patents currently in suit in this action or from any other patents  
26 Acacia may assert against any such Defendant or its Affiliates in the future.



