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PATRIOT SCIENTIFIC CORPORATION

12 UNITED STATES DISTRICT COURT
13
14 NORTHERN DISTRICT OF CALIFORNIA
15
16 SAN JOSE DIVISION

17 HTC CORPORATION AND HTC
AMERICA, INC.,

18 Plaintiffs,

19 v.

20 TECHNOLOGY PROPERTIES LIMITED,
21 PATRIOTIC SCIENTIFIC CORPORATION,
22 and ALLIACENSE LIMITED,

23 Defendants.

Case No. 5:08-CV-00882 JF

~~PROPOSED~~ STIPULATED
PROTECTIVE ORDER

24 WHEREAS, Plaintiffs HTC Corporation and HTC America, Inc. (collectively
25 “Plaintiffs”) and Defendants Technology Properties Limited, Patriot Scientific Corporation and
26 Alliacense Limited LLC (collectively “Defendants”), by and through their respective counsel of
27 record, hereby **STIPULATE AND AGREE** that the Court may enter the following order:
28

1 **STIPULATED PROTECTIVE ORDER**

2 **1. PURPOSES AND LIMITATIONS**

3 Disclosure and discovery activity in this action are likely to involve production of
4 confidential, proprietary, or private information for which special protection from public
5 disclosure and from use for any purpose other than prosecuting this litigation would be warranted.
6 Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated
7 Protective Order. The parties acknowledge that this Order does not confer blanket protections on
8 all disclosures or responses to discovery and that the protection it affords extends only to the
9 limited information or items that are entitled under the applicable legal principles to treatment as
10 confidential. The parties further acknowledge, as set forth in Section 10, below, that this
11 Stipulated Protective Order creates no entitlement to file confidential information under seal;
12 Civil Local Rule 79-5 sets forth the procedures that must be followed and reflects the standards
13 that will be applied when a party seeks permission from the court to file material under seal.

14 **2. DEFINITIONS**

15 2.1 Party: any party to this action, including all of its officers, directors, employees,
16 consultants, retained experts, and outside counsel (and their support staff).

17 2.2 Disclosure or Discovery Material: all items or information, regardless of the
18 medium or manner generated, stored, or maintained (including, among other things, testimony,
19 transcripts, or tangible things) that are produced or generated in disclosures or responses to
20 discovery in this matter.

21 2.3 “Confidential” Information or Items: information (regardless of how generated,
22 stored or maintained) or tangible things that qualify for protection under standards developed
23 under F. R. Civ. P. 26(c). Further, the only portions of Defendants’ Preliminary Infringement
24 Contentions that should be treated as “confidential” are what defendants crafted themselves (i.e.
25 any reverse-engineering reports, etc.) as well as whatever works, notes, markings, highlighting,
26 conclusions or observations they added to the Preliminary Infringement Contentions documents.

27 2.4 “Highly Confidential - Attorneys’ Eyes Only” Information or Items: extremely
28 sensitive “Confidential Information or Items” whose disclosure to another Party or nonparty

1 would create a substantial risk of serious injury that could not be avoided by less restrictive
2 means.

3 2.5 Receiving Party: a Party that receives Disclosure or Discovery Material from a
4 Producing Party.

5 2.6 Producing Party: a Party or non-party that produces Disclosure or Discovery
6 Material in this action.

7 2.7 Designating Party: a Party or non-party that designates information or items that it
8 produces in disclosures or in responses to discovery as “Confidential” or “Highly Confidential
9 Attorneys’ Eyes Only.”

10 2.8 Protected Material: any Disclosure or Discovery Material that is designated as
11 “Confidential” or as “Highly Confidential - Attorneys’ Eyes Only.”

12 2.9 Outside Counsel: attorneys who are not employees of a Party but who are retained
13 to represent or advise a Party in this action.

14 2.10 Expert: a person with specialized knowledge or experience in a matter pertinent to
15 the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a
16 consultant in this action and who is not a past or a current employee of a Party or of a competitor
17 of a Party’s and who, at the time of retention, is not anticipated to become an employee of a Party
18 or a competitor of a Party’s. This definition includes a professional jury or trial consultant
19 retained in connection with this litigation.

20 2.11 Professional Vendors: persons or entities that provide litigation support services
21 (e.g., photocopying; videotaping; translating; preparing exhibits or demonstrations; organizing,
22 storing, retrieving data in any form or medium; etc.) and their employees and subcontractors.

23 2.12 Employee of the Receiving Party: a person who is an employee of the receiving
24 party who assists with evaluating or maintaining this litigation and who is not involved with
25 patent prosecution or the technical research and development of products. For the avoidance of
26 doubt, this person will not be barred from providing general business advice to the receiving
27 party.

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1 **3. SCOPE**

2 The protections conferred by this Stipulation and Order cover not only Protected Material
3 (as defined above), but also any information copied or extracted therefrom, as well as all copies,
4 excerpts, summaries, or compilations thereof, plus testimony, conversations; or presentations by
5 parties or counsel to or in court or in other settings that might reveal Protected Material.

6 **4. DURATION**

7 Even after the termination of this litigation, the confidentiality obligations imposed by this
8 Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order
9 otherwise directs. **For a period of six months after final termination of this action, this court**
10 **shall retain jurisdiction to enforce the terms of this order.**

11 **5. DESIGNATING PROTECTED MATERIAL**

12 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party
13 or non-party that designates information or items for protection under this Order must take care to
14 limit any such designation to specific material that qualifies under the appropriate standards. A
15 Designating Party must take care to designate for protection only those parts of material,
16 documents, items, or oral or written communications that qualify so that other portions of the
17 material, documents, items, or communications for which protection is not warranted are not
18 swept unjustifiably within the ambit of this Order.

19 Mass, indiscriminate, or routinized designations are prohibited. Designations that are
20 shown to be clearly unjustified, or that have been made for an improper purpose (e.g., to
21 unnecessarily encumber or retard the case development process, or to impose unnecessary
22 expenses and burdens on other parties), expose the Designating Party to sanctions.

23 If it comes to a Party's or a non-party's attention that information or items that it
24 designated for protection do not qualify for protection at all, or do not qualify for the level of
25 protection initially asserted, that Party or non-party must promptly notify all other parties that it is
26 withdrawing the mistaken designation.

27 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order
28 (*see, e.g.,* second paragraph of section 5.2(a), below), or as otherwise stipulated or ordered,

1 material that qualifies for protection under this Order must be clearly so designated before the
2 material is disclosed or produced.

3 Designation in conformity with this Order requires:

4 (a) for information in documentary form (apart from transcripts of depositions
5 or other pretrial or trial proceedings), that the Producing Party affix the legend
6 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL — ATTORNEYS’ EYES ONLY” on each
7 page that contains protected material. If only a portion or portions of the material on a page
8 qualifies for protection, the Producing Party also must clearly identify the protected portion(s)
9 (e.g., by making appropriate markings in the margins) and must specify, for each portion, the
10 level of protection being asserted (either “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL —
11 ATTORNEYS’ EYES ONLY”).

12 A Party or non-party that makes original documents or materials available for
13 inspection need not designate them for protection until after the inspecting Party has indicated
14 which material it would like copied and produced. During the inspection and before the
15 designation, all of the material made available for inspection shall be deemed “HIGHLY
16 CONFIDENTIAL — ATTORNEYS’ EYES ONLY.” After the inspecting Party has identified
17 the documents it wants copied and produced, the Producing Party must determine which
18 documents, or portions thereof, qualify for protection under this Order, then, before producing the
19 specified documents, the Producing Party must affix the appropriate legend (“CONFIDENTIAL”
20 or “HIGHLY CONFIDENTIAL — ATTORNEYS’ EYES ONLY”) on each page that contains
21 Protected Material. If only a portion or portions of the material on a page qualifies for protection,
22 the Producing Party also must clearly identify the protected portion(s) (e.g., by making
23 appropriate markings in the margins) and must specify, for each portion, the level of protection
24 being asserted (either “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL - ATTORNEYS’
25 EYES ONLY”).

26 (b) for testimony given in deposition or in other pretrial or trial proceedings,
27 that the Party or non-party offering or sponsoring the testimony identify on the record, before the
28 close of the deposition, hearing, or other proceeding, all protected testimony, and further specify

1 any portions of the testimony that qualify as “HIGHLY CONFIDENTIAL — ATTORNEYS’
2 EYES ONLY.” When it is impractical to identify separately each portion of testimony that is
3 entitled to protection, and when it appears that substantial portions of the testimony may qualify
4 for protection, the Party or non-party that sponsors, offers, or gives the testimony may invoke on
5 the record (before the deposition or proceeding is concluded) a right to have up to 20 days to
6 identify the specific portions of the testimony as to which protection is sought and to specify the
7 level of protection being asserted (“CONFIDENTIAL” or “HIGHLY CONFIDENTIAL —
8 ATTORNEYS’ EYES ONLY”). Only those portions of the testimony that are appropriately
9 designated for protection within the 20 days shall be covered by the provisions of this Stipulated
10 Protective Order.

11 Transcript pages containing Protected Material must be separately bound by the
12 court reporter, who must affix to the top of each such page the legend “CONFIDENTIAL” or
13 “HIGHLY CONFIDENTIAL — ATTORNEYS’ EYES ONLY,” as instructed by the Party or
14 nonparty offering or sponsoring the witness or presenting the testimony.

15 (c) for information produced in some form other than documentary, and for
16 any other tangible items, that the Producing Party affix in a prominent place on the exterior of the
17 container or containers in which the information or item is stored the legend “CONFIDENTIAL”
18 or “HIGHLY CONFIDENTIAL ATTORNEYS’ EYES ONLY.” If only portions of the
19 information or item warrant protection, the Producing Party, to the extent practicable, shall
20 identify the protected portions, specifying whether they qualify as “Confidential” or as “Highly
21 Confidential — Attorneys’ Eyes Only.”

22 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
23 designate qualified information or items as “Confidential” or “Highly Confidential — Attorneys’
24 Eyes Only” does not, standing alone, waive the Designating Party’s right to secure protection
25 under this Order for such material. If material is appropriately designated as “Confidential” or
26 “Highly Confidential — Attorneys’ Eyes Only” after the material was initially produced, the
27 Receiving Party, on timely notification of the designation, must make reasonable efforts to assure
28 that the material is treated in accordance with the provisions of this Order.

1 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

2 6.1 Timing of Challenges. Unless a prompt challenge to a Designating Party’s
3 confidentiality designation is necessary to avoid foreseeable substantial unfairness, unnecessary
4 economic burdens, or a later significant disruption or delay of the litigation, a Party does not
5 waive its right to challenge a confidentiality designation by electing not to mount a challenge
6 promptly after the original designation is disclosed.

7 6.2 Meet and Confer. A Party that elects to initiate a challenge to a Designating
8 Party’s confidentiality designation must do so in good faith and must begin the process by
9 conferring **directly (in a voice-to-voice dialogue; other forms of communication are not**
10 **sufficient)** with counsel for the Designating Party. In conferring, the challenging Party must
11 explain the basis for its belief that the confidentiality designation was not proper and must give
12 the Designating Party an opportunity to review the designated material, to reconsider the
13 circumstances, and, if no change in designation is offered, to explain the basis for the chosen
14 designation. A challenging Party may proceed to the next stage of the challenge process only if it
15 has engaged in this meet and confer process first.

16 6.3 Judicial Intervention. A Party that elects to press a challenge to a confidentiality
17 designation after considering the justification offered by the Designating Party may file and serve
18 a motion under Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable)
19 that identifies the challenged material and sets forth in detail the basis for the challenge. Each
20 such motion must be accompanied by a competent declaration that affirms that the movant has
21 complied with the meet and confer requirements imposed in the preceding paragraph and that sets
22 forth with specificity the justification for the confidentiality designation that was given by the
23 Designating Party in the meet and confer dialogue.

24 The burden of persuasion in any such challenge proceeding shall be on the
25 Designating Party. Until the court rules on the challenge, all parties shall continue to afford the
26 material in question the level of protection to which it is entitled under the Designating Party’s
27 original designation.

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1 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

2 7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed
3 or produced by another Party or by a non-party in connection with this case only for prosecuting,
4 defending, or attempting to settle this litigation. Such Protected Material may be disclosed only
5 to the categories of persons and under the conditions described in this Order. When the litigation
6 has been terminated, a Receiving Party must comply with the provisions of section 11, below
7 (FINAL DISPOSITION).

8 Protected Material must be stored and maintained by a Receiving Party at a
9 location and in a secure manner that ensures that access is limited to the persons authorized under
10 this Order.

11 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise
12 ordered by the court or permitted in writing by the Designating Party, a Receiving Party may
13 disclose any information or item designated CONFIDENTIAL only to:

14 (a) the Receiving Party’s Outside Counsel of record in this action, as well as
15 employees of said Outside Counsel to whom it is reasonably necessary to disclose the information
16 for this litigation and who have signed the “Agreement to Be Bound by Protective Order” that is
17 attached hereto as Exhibit A;

18 (b) the officers, directors, and employees of the Receiving Party (as defined in
19 this Order) to whom disclosure is reasonably necessary for this litigation and who have signed the
20 “Agreement to Be Bound by Protective Order” (Exhibit A);

21 (c) experts (as defined in this Order) of the Receiving Party to whom
22 disclosure is reasonably necessary for this litigation and who have signed the “Agreement to Be
23 Bound by Protective Order” (Exhibit A);

24 (d) the Court and its personnel;

25 (e) court reporters, their staffs, and professional vendors to whom disclosure is
26 reasonably necessary for this litigation and who have signed the “Agreement to Be Bound by
27 Protective Order” (Exhibit A);

28 (f) during their depositions, witnesses in the action to whom disclosure is

1 reasonably necessary **and who have signed the “Agreement to Be Bound by Protective**
2 **Order” (Exhibit A)**. Pages of transcribed deposition testimony or exhibits to depositions that
3 reveal Protected Material must be separately bound by the court reporter and may not be
4 disclosed to anyone except as permitted under this Stipulated Protective Order;

5 (g) the author or recipient of the document or the original source of the
6 information;

7 (h) officers, directors, and employees of the Designating Party; and

8 (i) manufacturers, vendors, or suppliers of the component parts identified in
9 Defendants’ Preliminary Infringement Contentions, who have signed the “Agreement to Be
10 Bound by Protective Order” (Exhibit A).

11 7.3 **Disclosure of “HIGHLY CONFIDENTIAL — ATTORNEYS’ EYES ONLY”**
12 **Information or Items**. Unless otherwise ordered by the court or permitted in writing by the
13 Designating Party, a Receiving Party may disclose any information or item designated “HIGHLY
14 CONFIDENTIAL -ATTORNEYS’ EYES ONLY” only to:

15 (a) the Receiving Party’s Outside Counsel of record in this action, as well as
16 employees of said Outside Counsel to whom it is reasonably necessary to disclose the information
17 for this litigation and who have signed the “Agreement to Be Bound by Protective Order” that is
18 attached hereto as Exhibit A;

19 (b) Experts (as defined in this Order) (1) to whom disclosure is reasonably
20 necessary for this litigation, (2) who have signed the “Agreement to Be Bound by Protective
21 Order” (Exhibit A), and (3) as to whom the procedures set forth in paragraph 7.4, below, have
22 been followed;

23 (c) the Court and its personnel;

24 (d) court reporters, their staffs, a jury, and professional vendors to whom
25 disclosure is reasonably necessary for this litigation and who have signed the “Agreement to Be
26 Bound by Protective Order” (Exhibit A); and

27 (e) the author or recipient of the document or the original source of the
28 information.

1 7.4 Procedures for Approving Disclosure of “HIGHLY CONFIDENTIAL —
2 ATTORNEYS’ EYES ONLY” Information or Items to “Experts”.

3 (a) Unless otherwise ordered by the court or agreed in writing by the
4 Designating Party, a Party that seeks to disclose to an “Expert” (as defined in this Order) any
5 information or item that has been designated “HIGHLY CONFIDENTIAL — ATTORNEYS’
6 EYES ONLY” first must make a written request to the Designating Party that (1) identifies the
7 HIGHLY CONFIDENTIAL information that the Receiving Party seeks permission to disclose to
8 the Expert, (2) attaches a copy of the Expert’s current resume which identifies the full name of
9 the Expert and the city and state of his or her primary residence, the name of the expert’s current
10 Employer and Employers for the past 10 years, and (3) a copy of the Agreement to Be Bound by
11 Protective Order” (Exhibit A) signed by the Expert.

12 (b) A Party that makes a request and provides the information specified in the
13 preceding paragraph must refrain from providing such material to the Expert for a period of five
14 business days to permit the Designating Party to file a written objection to the disclosure and, if
15 necessary seek a protective order. Any such objection must set forth in detail the grounds on
16 which it is based. If the Designating Party fails to make a written objection within five business
17 days, the Receiving Party may disclose the specifically identified “HIGHLY CONFIDENTIAL
18 — ATTORNEYS’ EYES ONLY” information or item to its Expert.

19 (c) A Party that receives a timely written objection must meet and confer with
20 the Designating (**through direct voice-to-voice dialogue**) Party to try to resolve the matter by
21 agreement. If no agreement is reached, the Party opposing disclosure to the Expert may file a
22 motion, within three days of filing the objection, as provided in Civil Local Rule 7 (and in
23 compliance with Civil Local Rule 79-5, if applicable) seeking an order from the court barring
24 such disclosure. Any such motion must describe the circumstances with specificity, set forth in
25 detail the reasons for which the disclosure to the Expert is not reasonably necessary, assess the
26 risk of harm that the disclosure would entail and suggest any additional means that might be used
27 to reduce that risk. In addition, any such motion must be accompanied by a competent
28 declaration in which the movant describes the parties’ efforts to resolve the matter by agreement

1 (Le., the extent and the content of the meet and confer discussions) and sets forth the reasons
2 advanced by the Designating Party for its refusal to approve the disclosure.

3 In any such proceeding the Party opposing disclosure to the Expert shall bear the
4 burden of proving that the risk of harm that the disclosure would entail (under the safeguards
5 proposed) outweighs the Receiving Party's need to disclose the Protected Material to its Expert.

6 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN**
7 **OTHER LITIGATION**

8 If a Receiving Party is served with a subpoena or an order issued in other litigation that
9 would compel disclosure of any information or items designated in this action as
10 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL ATTORNEYS' EYES ONLY," the
11 Receiving Party must so notify the Designating Party, in writing (by fax, if possible) immediately
12 and in no event more than three court days after receiving the subpoena or order. Such
13 notification must include a copy of the subpoena or court order.

14 The Receiving Party also must immediately inform in writing the Party who caused the
15 subpoena or order to issue in the other litigation that some or all the material covered by the
16 subpoena or order is the subject of this Protective Order. In addition, the Receiving Party must
17 deliver a copy of this Stipulated Protective Order promptly to the Party in the other action that
18 caused the subpoena or order to issue.

19 The purpose of imposing these duties is to alert the interested parties to the existence of
20 this Protective Order and to afford the Designating Party in this case an opportunity to try to
21 protect its confidentiality interests in the court from which the subpoena or order issued. The
22 Designating Party shall bear the burdens and the expenses of seeking protection in that court of its
23 confidential material and nothing in these provisions should be construed as authorizing or
24 encouraging a Receiving Party in this action to disobey a lawful directive from another court.

25 **9. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

26 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected
27 Material to any person or in any circumstance not authorized under this Stipulated Protective
28 Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the

1 unauthorized disclosures, (b) use its best efforts to retrieve all copies of the Protected Material, (c)
2 inform the person or persons to whom unauthorized disclosures were made of all the terms of this
3 Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to
4 Be Bound” that is attached hereto as Exhibit A.

5 **10. FILING PROTECTED MATERIAL**

6 Without written permission from the Designating Party or a court order secured after
7 appropriate notice to all interested persons, a Party may not file in the public record in this action
8 any Protected Material. A Party that seeks to file under seal any Protected Material must comply
9 with Civil Local Rule 79-5.

10 **11. FINAL DISPOSITION**

11 Unless otherwise ordered or agreed in writing by the Producing Party, within sixty days
12 after the final termination of this action, each Receiving Party must return or destroy all Protected
13 Material to the Producing Party. As used in this subdivision, “all Protected Material” includes all
14 copies, abstracts, compilations, summaries or any other form of reproducing or capturing any of
15 the Protected Material. With permission in writing from the Designating Party, the Receiving
16 Party may destroy some or all of the Protected Material instead of returning it. Whether the
17 Protected Material is returned or destroyed, the Receiving Party must submit a written
18 certification to the Producing Party (and, if not the same person or entity, to the Designating
19 Party) by the sixty day deadline that identifies (by category, where appropriate) all the Protected
20 Material that was returned or destroyed and that affirms that the Receiving Party has not retained
21 any copies, abstracts, compilations, summaries or other forms of reproducing or capturing any of
22 the Protected Material. Notwithstanding this provision, Outside Counsel are entitled to retain an
23 archival copy of all pleadings, motion papers, transcripts, legal memoranda, correspondence or
24 attorney work product, even if such materials contain Protected Material. Any such archival
25 copies that contain or constitute Protected Material remain subject to this Protective Order as set
26 forth in Section 4 (DURATION), above.

27 **12. PRIVILEGED DOCUMENTS**

28 If information subject to a claim of attorney-client privilege, attorney work product or any

1 other ground on which production of such information should not have been but is nevertheless
2 inadvertently produced to a party, such production shall in no way prejudice or otherwise
3 constitute a waiver of, or estoppel as to, any claim of privilege, work product or other ground for
4 withholding production to which the Producing Party would otherwise be entitled. If a claim of
5 inadvertent production is made with respect to information then in the custody of another party,
6 such party shall promptly return, sequester, or destroy the specified information and any copies it
7 has. The Receiving Party must take reasonable steps to retrieve the specified information if the
8 party disclosed it before being notified. Such information shall not be used by the Receiving
9 Party for any purpose other than in connection with a motion to compel (which shall be filed
10 under seal). The party returning such material may then move the Court for an Order compelling
11 production of the material, which shall be filed under seal, and said motion shall not assert as a
12 ground for entering such an Order the fact or circumstances of the inadvertent production.

13 **13. MISCELLANEOUS**

14 13.1 Right to Further Relief. Nothing in this Order abridges the right of any person to
15 seek its modification by the Court in the future.

16 13.2 Right to Assert Other Objections. By stipulating to the entry of this Protective
17 Order no Party waives any right it otherwise would have to object to disclosing or producing any
18 information or item on any ground not addressed in this Stipulated Protective Order. Similarly,
19 no Party waives any right to object on any ground to use in evidence of any of the material
20 covered by this Protective Order.

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Dated: April 13, 2010

COOLEY GODWARD KRONISH LLP

By: /s/ Kyle Chen

Kyle Chen

Attorneys for Plaintiffs HTC CORPORATION
and HTC AMERICA, INC.

Dated: April 13, 2010

FARELLA BRAUN & MARTEL LLP

By: /s/ John Cooper

John L. Cooper

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TECHNOLOGY PROPERTIES LIMITED
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Dated: April 13, 2010

KIRBY NOONAN LANCE & HOGE

By: /s/ Charles Hoge

Charles T. Hoge

Attorneys for Defendants
PATRIOT SCIENTIFIC CORPORATION

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Northern District of California on [date] in the case of *HTC Corp., et al. v. Technologies Properties Limited, et al.*, Case No. 05-0882 JF. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further understand that the only portions of Defendants’ Preliminary Infringement Contentions that should be treated as “confidential” are what defendants crafted themselves (i.e. any reverse-engineering reports, etc) as well as whatever works, notes, markings, highlighting, conclusions or observations they added to the Preliminary Infringement Contentions documents. Accordingly, the publicly available information in Defendants’ Preliminary Infringement Contentions, including a third party’s own information and data, should not be treated as confidential.

I further agree to submit to the jurisdiction of the United States District Court for the Northern District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action.

1 Date: _____

2

3 City and State where sworn and signed: _____

4

5 Printed name: _____
[printed name]

6

7 Signature: _____
[signature]

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