

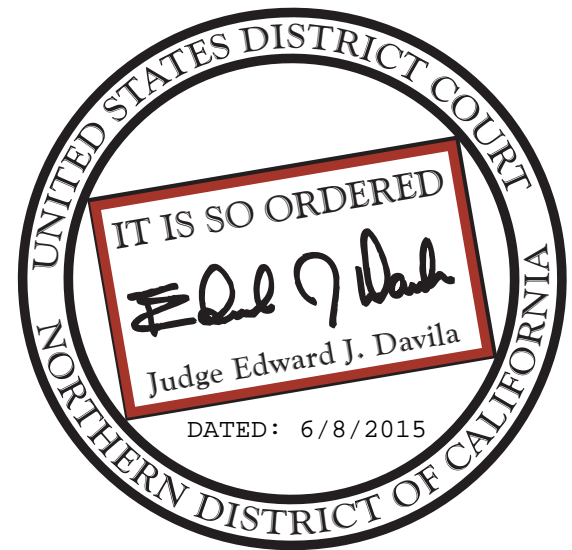
Ropers Majeski Kohn & Bentley
A Professional Corporation
Redwood City

1 LAEL D. ANDARA (SBN 217,909)
2 BROCK R. LYLE (SBN 242,690)
3 MARIE E SOBIESKI (SBN 278,008)
4 ROPERS, MAJESKI, KOHN & BENTLEY
5 1001 Marshall Street, Suite 500
6 Redwood City, California 94063-2052
7 Telephone: (650) 364-8200
8 Facsimile: (650) 780-1701
9 Email: lael.andara@rmkb.com
10 brock.lyle@rmkb.com
11 marie.sobieski@rmkb.com

12 Attorneys for Defendants
13 ZWCAD SOFTWARE CO., LTD,
14 ZWCAD DESIGN CO., LTD, and
15 HK ZWCAD SOFTWARE LTD.

16 MICHAEL A. JACOBS (CA SBN 111,664)
17 mjacobs@mofo.com
18 RICHARD S.J. HUNG (CA SBN 197,425)
19 rhung@mofo.com
20 MORRISON & FOERSTER LLP
21 425 Market Street
22 San Francisco, California 94105-2482
23 Telephone: (415) 268-7000
24 Facsimile: (415) 268-7522

25 Attorneys for Plaintiff
26 AUTODESK, INC.



27 UNITED STATES DISTRICT COURT
28 NORTHERN DISTRICT OF CALIFORNIA

29 AUTODESK, INC.,
30
31 Plaintiff,
32
33 v.
34
35 ZWCAD SOFTWARE CO. LTD.,
36 ZWCAD DESIGN CO., LTD., HK
37 ZWCAD SOFTWARE LTD., and
38 GLOBAL FORCE DIRECT, LLC. (doing
39 business as ZWCADUSA),
40
41 Defendants.

CASE NO. 5:14-cv-01409-EJD
**JOINT STIPULATION RE: SOURCE CODE
CLEAN ROOM & SECURITY
PROTOCOLS**

1 Plaintiff Autodesk, Inc. and Defendants ZWCAD Software Co., Ltd., ZWCAD Design
2 Co., Ltd., and HK ZWCAD Software Ltd. (collectively, “ZWSOFT”) respectfully file this joint
3 stipulation governing the setup of a secure source code clean room and the related security
4 protocols:

5 WHEREAS, as both parties will exchange their source code simultaneously, both parties
6 are subject to the same potential “risk” that their trade secrets will be improperly disclosed;

7 WHEREAS, comparison of the ZWCAD+ 2012 and/or ZWCAD+ 2014 source code to
8 AutoCAD 2007 and/or AutoCAD 2008 is necessary to resolve allegations of copyright
9 infringement and trade secret misappropriation,

10 WHEREAS, the respective source code files will need to be compared on the same
11 computer; and

12 WHEREAS, Section 8(c) of the September 29, 2015 Protective Order requires that:

13 Any source code produced in discovery . . . shall be made available
14 for inspection on a secured computer in a secured room without
15 Internet access or network access to other computers, and the
16 Receiving Party shall not copy, remove, photograph, or otherwise
transfer any portion of the source code onto any recordable media
or recordable device;

17 **NOW THEREFORE, THE PARTIES HEREBY STIPULATE AND AGREE** as
18 follows:

19 1) The parties agree to use Exponent to oversee the operation of the secure clean
20 room and to serve as the source code escrow repository;

21 2) Exponent will source a review computer, which will be used for source code
22 review upon approval of the parties. ONLY Exponent will load the source code and install the
23 inspection-related software on the review computer, absent other agreement by the parties;

24 3) Exponent will, upon request and notice to all parties, install reasonable inspection-
25 related software¹ requested by the producing or receiving party in compliance with the Protective
26 Order. The cost of licenses related to the software applications will be borne by the party
27 requesting the installation of the software;

28 ¹ Installation of any software application does not waive the right to challenge its use at a later time.

1 4) Exponent will verify the security of the review computer after installation of the
2 inspection software and that it complies with the protective order. The party requesting
3 installation of the inspection-related software then will confirm in writing that the inspection
4 software has been installed correctly. Then and only then will Exponent place a copy of the
5 parties' respective source code on the review computer, while maintaining an original copy in its
6 vault of each party's source code;

7 5) Exponent will employ all software and physical security measures that it deems
8 necessary to maintain the security of the computer during review, including but not limited to
9 using a computer locker that the parties will not access during review;

10 6) Exponent will maintain a clean room located at Exponent in an interior
11 windowless conference room in a secure area to ensure access is limited only to those authorized
12 under the Court's Protective Order referenced above and after reasonable notice to all parties;

13 7) Autodesk shall have preference to reserve the use of the clean room. ZWSOFT will
14 be provided at least one day per week to use the clean room, however, upon either 48 hour notice
15 or the triggering of section 8(e) of the Protective Order, wherein ZWSOFT can review the context to
16 evaluate any potential objection it may have prior to production of its source code files;

17 8) Pursuant to the Protective Order, Exponent will maintain the inspection computer
18 without network access (including Internet access);

19 9) During inspection, the computer will be housed in a secure container to prevent
20 physical access to the computer, and when not in use the computer will be locked in Exponent's
21 vault;

22 10) Exponent will maintain a video camera that will be used to monitor and record all
23 active use of the clean room, but without capturing the images being reviewed or any audio.
24 These recordings shall be secured and designated as Highly Confidential -- Attorney's Eyes Only.
25 Any party may request a copy of the recording upon written request, at which time Exponent will
26 provide a copy to all parties within 48 hours;

27 11) Exponent will maintain an access log to the clean room and prevent phones,
28 laptops, cameras, or other electronic devices from being brought into the clean room by a party or

1 its agents. When any reviewer leaves the room, access to the source code will be temporarily
2 suspended without affecting any current work (e.g., running processes). Individuals may leave
3 the clean room with written notes, provided that they do not contain the source code of a party for
4 whom they are not associated;

5 12) The parties will agree to share the cost of the initial setup and take down of the
6 clean room. The party requesting installation of specific software will pay for the time associated
7 with its installation. The cost of the clean room will be attributed to the party using the clean
8 room for active inspection or overnight processing;

9 13) Upon completion of the source code review and with the parties' written
10 agreement, Exponent will delete all data on the review computer and return the original copies of
11 the source code to the respective producing party; and

12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

14) The parties are free to modify or amend this agreement in writing, provided that Exponent receives notice of any modifications.

IT IS SO STIPULATED.

Dated: May 26, 2015

ROPERS, MAJESKI, KOHN & BENTLEY

By: s/ Richard S. J. Hung

Michael A. Jacobs
Richard S.J. Hung
Attorneys for Plaintiff
AUTODESK, INC.

Dated: May 26, 2015

ROPERS, MAJESKI, KOHN & BENTLEY

By: Lael Andara

LAEL D. ANDARA
MARIE E. SOBIESKI
Attorneys for Defendants
ZWCAD SOFTWARE CO., LTD,
ZWCAD DESIGN CO., LTD, and HK
ZWCAD SOFTWARE LTD.