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**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

TIMELINES, INC.,)	
)	
Plaintiff-Counterdefendant,)	
)	Civil Action No. 11-cv-06867
v.)	Judge John W. Darrah
)	
FACEBOOK, INC.,)	
)	
Defendant-Counterplaintiff.)	Jury Trial Demanded

PROTECTIVE ORDER

In accordance with the agreement of the parties and pursuant to Federal Rule of Civil Procedure 26(c), the Court enters the following Agreed Protective Order (“Protective Order” or “Order”) to govern discovery in this case between Plaintiff Timelines, Inc. (“Plaintiff” or “Timelines”) and Defendant Facebook, Inc. (“Defendant” or “Facebook”). Plaintiff and Defendant are collectively referred to as the “Parties.” It is, therefore, ORDERED, ADJUDGED and DECREED as follows:

1. **Covered Parties.** This Protective Order is applicable to the Parties, any additional parties joined in this action, and any third-parties required to respond to discovery in this matter, for the sole purpose of facilitating discovery in the above-styled and numbered cause. It is ordered that this Protective Order will not be used, in any manner or form, as direct or indirect evidence in any trial or any hearing, or referred to in any trial or any hearing on the merits of this case, except a hearing that involves issues related to the enforcement of any provision of this Protective Order.
2. **Use of Information.** All Confidential Information produced or exchanged in the course of this litigation shall be used solely for the purpose of preparation and trial of this litigation and for no other purpose whatsoever, and shall not be disclosed to any person except in accordance with the terms hereof.

3. Designation of Information. A Party may designate any documents, testimony and other information furnished or disclosed to any other Party or its counsel during discovery or trial as “Confidential” or “Confidential—Attorney’s Eyes Only” in the manner set forth in this Protective Order. In designating information as “Confidential” or “Confidential—Attorney’s Eyes Only,” a Party will make such designation only as to that information that it in good faith believes contains confidential information. Information or material that is available to the public shall not be classified. Nothing in this Protective Order shall permit one Party to designate documents produced by any other Party as “Confidential” or “Confidential—Attorney’s Eyes Only,” or otherwise subject those documents to the provisions of this Protective Order, as long as the document is a document originally of the other Party, or a summary thereof.

4. “Confidential” Designation. A Party may designate as “Confidential” any document or any portion of a document and any other thing, material, testimony, or other information that it reasonably and in good faith believes contains or reflects proprietary or confidential information that it desires not to be made public.

5. “Confidential—Attorney’s Eyes Only” Designation. A Party may designate as “Confidential—Attorney’s Eyes Only” any document or portion of a document and any other thing, material, testimony, or other information that it reasonably and in good faith believes is of such a personally, commercially or competitively sensitive nature that disclosure to persons other than those specified herein in Paragraph 12 could reasonably be expected to result in injury to that Party. “Confidential—Attorney’s Eyes Only” information shall include without limitation information that is not known or available to the public and that constitutes, contains, or reflects trade secrets; proprietary business information, methods or processes; financial data, reports or analysis; pricing or cost information; sales and marketing information, analysis, or planning; customer or candidate information; and other confidential information that is competitively sensitive. The Parties expressly recognize that designation of material as “Confidential—Attorney’s Eyes Only” is solely for the purpose of facilitating discovery and that the receiving

Party's failure to object to such designation shall in no way constitute an admission by the receiving Party that such material constitutes trade secret information under applicable law and shall in no way operate as a waiver of the receiving Party's right to challenge the assertion of such status at a later time.

6. Time Period for Protection. Except as otherwise provided below, any information, document, data, thing, deposition testimony, or discovery response produced, given, or served pursuant to discovery requests in this litigation and designated by the producing Party as "Confidential" or "Confidential—Attorney's Eyes Only" (collectively, the "Material"), or any information contained in or derived from any of the foregoing Material, shall be subject to the provisions of this Protective Order until further order of the Court or, absent further order of the Court, shall be treated pursuant to Paragraph 21 below.

7. Document Production and Exhibits. Material shall be designated as "Confidential" or "Confidential—Attorney's Eyes Only" by including a legend/marketing of "Confidential" or "Confidential—Attorney's Eyes Only" on each page thereof as to which confidentiality is claimed. All copies of Material stamped "Confidential" or "Confidential—Attorney's Eyes Only" shall also be designated "Confidential" or "Confidential—Attorney's Eyes Only." With respect to any Material designated as "Confidential" or "Confidential—Attorney's Eyes Only" that is not produced in paper form (such as data storage devices, diskettes, magnetic media, and other Material not produced in paper form) and that is not susceptible to the imprinting of a stamp signifying its confidential nature, the producing Party shall, to the extent practicable, produce such Material with a cover labeled "Confidential" or "Confidential—Attorney's Eyes Only" and shall inform all counsel in writing of the "Confidential" or "Confidential—Attorney's Eyes Only" designation of such Material at the time such Material is produced.

8. Filing of Confidential Documents Generated during Suit. In the event that a Party wishes to use any "Confidential" or "Confidential—Attorney's Eyes Only" information in any affidavits, briefs, memoranda of law, or other papers filed in Court in this litigation, the Party

shall file such Material as a "Restricted Document" in accordance with Local Rule 26.2, without the need of further Court order. The Clerk shall thereafter maintain these materials under seal unless and until the Court expressly orders that they be opened to public inspection.

9. Depositions. Any Party may designate a deposition or portion thereof as "Confidential" or "Confidential—Attorney's Eyes Only" Material by denominating by page and line those portions of the deposition which are to be considered "Confidential" or "Confidential—Attorney's Eyes Only" within seven (7) days of receiving the transcript and so informing all other Parties of such designation. Until the expiration of the seven (7) day period, the entirety of the deposition shall be treated as though it was marked "Confidential-Attorney's Eyes Only." Additionally, a Party may orally designate testimony as "Confidential" or "Confidential—Attorney's Eyes Only" Material during the course of a deposition, in which case the court reporter shall transcribe the pages so designated in a separate volume marked "CONFIDENTIAL" or "CONFIDENTIAL—ATTORNEY'S EYES ONLY." Any portion of a deposition so designated, or separately bound volume, shall not be filed with the Court, except in accordance with Paragraph 8 of this Agreed Protective Order. Notwithstanding the above, absent agreement of the Parties to the contrary, persons attending depositions must leave the room before any discussion of any "Confidential" and/or "Confidential—Attorney's Eyes Only" Material that the person is not entitled to review under the provisions of this Protective Order.

10. Restrictions on Use of Confidential Material. Except as agreed by the designating Party or its counsel or as otherwise provided herein, information designated as "Confidential" or "Confidential—Attorney's Eyes Only":

- a. shall be maintained in confidence by counsel to whom it is furnished;
- b. may be disclosed by such outside counsel only to authorized persons entitled to access thereto under Paragraphs 11 and 12 below;

c. may be used by such outside counsel and the authorized person(s) to whom it is disclosed only for the purposes of this litigation and for no other purpose; and

d. may be copied only as reasonably necessary for this litigation, with each such copy subject to the same protection as the original item.

11. Authorized Users of Confidential Material. Except as agreed by the designating Party or its counsel or as otherwise provided herein, no "Confidential" Material subject to this Protective Order or extracts or summaries therefrom shall be given or shown to any person except the following:

a. Attorneys for any Party engaged in the litigation of this action and the regular employees of such attorneys to whom it is necessary that the material be shown for purposes of litigation.

b. Any employees of a Party actively engaged in assisting that Party's attorneys in the conduct of this litigation to the extent reasonably necessary to enable the attorneys for that Party to render professional services in the litigation, who are first informed of and agree to be bound by the terms of this Agreed Protective Order.

c. Persons not employees of any Party who are expressly retained to assist such Party's counsel ("Retaining Counsel") in the preparation of this action for trial as either consulting or testifying experts, and the employees of such persons ("Outside Experts"), after such Outside Expert has signed and delivered to Retaining Counsel a statement in the form annexed hereto as Exhibit "A."

d. Any person who is shown on the face of the "Confidential" Material to have authored or received it, and who has signed and delivered to counsel a statement in the form annexed hereto as Exhibit "A."

e. The Court, other court officials (including court reporters) and the trier of fact, pursuant to the terms of this Protective Order.

f. Any other person who subsequently is designated either by (i) written agreement of all the Parties after a request by one of them or (ii) by order of the Court upon motion by a Party, after notice to all the Parties, after such person has signed and delivered to counsel a statement in the form annexed hereto as Exhibit "A."

g. To the extent witnesses are examined in connection with "Confidential" Materials, and are not covered by subparts "a", "b", "c", "d" or "f" above, they and their counsel shall be informed by the examining attorney of the applicable provisions of this Order and shall first sign and deliver a statement in the form annexed hereto as Exhibit "A." Such witnesses shall not be permitted to retain the "Confidential" Material, or any copy thereof following the examination.

No person allowed to view "Confidential" Material shall use any "Confidential" Material for any purpose except as needed solely in connection with or to assist in the prosecution or defense of the claims between the Parties, and each person shall make best efforts necessary to protect the confidentiality of the Material. Nothing in this Protective Order is intended to prevent a Party or its employees from reviewing the Party's own "Confidential" Material.

12. Authorized Users of "Confidential—Attorney's Eyes Only" Material. Except as agreed by the designating Party or its counsel, or as otherwise provided herein, no "Confidential—Attorney's Eyes Only" Material subject to this Protective Order or extracts or summaries therefrom shall be given or shown to any person except the following:

a. Attorneys for any Party engaged in the litigation of this action and the regular employees of such attorneys to whom it is necessary that the material be shown for purposes of litigation.

b. Outside Experts, after any such Outside Expert has signed and delivered to Retaining Counsel a statement in the form annexed hereto as Exhibit "A."

c. Any person who is shown on the face of the "Confidential—Attorney's Eyes Only" Material to have authored or received it, and who has first signed and delivered to counsel a statement in the form annexed hereto as Exhibit "A."

d. The Court, other court officials (including court reporters) and the trier of fact, pursuant to the terms of this Order.

e. Any other person who subsequently is designated either by (i) written agreement of all the Parties after a request by one of them or (ii) by order of the Court upon motion by a Party, after notice to all the Parties, after such person has signed and delivered to counsel a statement in the form annexed hereto as Exhibit "A."

No person allowed to view "Confidential—Attorney's Eyes Only" Material shall use any "Confidential—Attorney's Eyes Only" Material for any purpose except as needed solely in connection with or to assist in the prosecution or defense of the claims between the Parties, and each person shall make best efforts necessary to protect the confidentiality of the Material. Nothing in this Protective Order is intended to prevent a Party or its employees from reviewing the Party's own "Confidential—Attorney's Eyes Only" Material.

13. Challenging Designation. If any Party believes that any Material that has been designated as "Confidential" or "Confidential—Attorney's Eyes Only" is not properly subject to the confidentiality provisions of this Protective Order, that Party may so notify the producing Party in writing and provide a description of the Material that the objecting Party believes should be freed from the constraints of this Order, and serve copies of such notice to lead counsel for all other Parties herein. If the Party that produced such designated Material does not agree to re-designate the Material in response to the objection, and the Parties cannot resolve the challenge through a meet and confer process to be conducted within five (5) business days from receipt of notice of the challenge, the Party producing such designated Material must then file a motion for protective order within five (5) business days from the meet and confer, and shall bear the burden of justifying confidential treatment of the disputed Material under applicable law. If such a motion is timely filed, the protection afforded by the Protective Order shall continue until the Court makes a decision on the motion. If no motion is made within the five-day period, the protection afforded "Confidential" or "Confidential—Attorney's Eyes Only" Material by this

Protective Order shall terminate as to the Material described in the objecting Party's notice given pursuant to this Paragraph.

14. Use of Confidential Material at Trial or Hearing ("Trial"). If this matter proceeds to Trial, the Parties are to meet and confer regarding whether any exhibits intended to be offered into evidence are designated as "Confidential" or "Confidential—Attorney's Eyes Only" and, if so, to confer regarding how such documents should be treated for trial. If the Parties cannot reach agreement, then they shall approach the Court regarding the appropriate treatment of such documents including, but not limited to, continued treatment of the documents as "Confidential" or "Confidential—Attorneys Eyes Only" and exclusion of witnesses and other persons from the courtroom during the presentation of such evidence.

15. No Waiver. This Protective Order shall not be deemed a waiver of:

- a. Any Party's right to object to any discovery requests on any ground;
- b. Any Party's right to seek an order compelling discovery with respect to any discovery request;
- c. Any Party's right in any proceeding herein to object to the admission of any evidence on any ground;
- d. Any Party's right to use its own documents and its own "Confidential" or "Confidential—Attorney's Eyes Only" material outside of this litigation or to withdraw such designation in its sole and complete discretion;
- e. Any Party's right to object to the admissibility of any document or other tangible thing produced pursuant to a request for production on grounds of relevancy, materiality, privilege, or other valid ground of objection.
- f. The status of any material as a trade secret.

16. Inadvertent Disclosure.

(a) The inadvertent or unintentional production or other disclosure of documents containing confidential, secret, attorney-client privileged or attorney work product information without being designated as "Confidential" or "Confidential—Attorney's Eyes Only" at the time of the production or disclosure shall not be deemed a waiver in whole or in part of a Party's claim of confidentiality, secrecy or privilege, either as to the specific information or as to any other information relating thereto or on the same or related subject matter. Any inadvertent designation or disclosure shall be corrected as soon as reasonably possible after the designating Party becomes aware of the error.

(b) If a Party produces Material without intending to waive a claim of privilege, it shall, within five (5) business days of discovering such inadvertent disclosure, notify the opposing Party of its claim of privilege. After being notified, the opposing Party shall promptly return or destroy the specified Material and any copies thereof pursuant to the terms of this provision, promptly providing confirmation of such destruction to the notifying Party. If a Party receives information from an opposing Party that it believes to be privileged, it shall, within five (5) business days of discovering such inadvertent disclosure, notify the opposing Party of its inadvertent production. If the opposing Party then confirms that the information is privileged, the notifying Party shall promptly return or destroy the specified Material and any copies thereof, promptly providing confirmation of such destruction.

17. Responsibility of Counsel. Counsel for the Parties to whom "Confidential" or "Confidential—Attorney's Eyes Only" Material has been furnished shall be responsible for restricting disclosure in accordance with the provisions of this Protective Order and for securing execution of and retaining the statement attached hereto as Exhibit "A" as and when required under the provisions of this Protective Order.

18. Unauthorized Disclosure of Protected Material. If a Party learns that, by inadvertence or otherwise, it has disclosed "Confidential" or "Confidential-Attorney's Eyes Only" Material

designated by the opposing Party to any person or in any circumstance not authorized under this Protective Order, the Party must immediately (a) notify in writing the opposing Party of the unauthorized disclosure, including identification of each item of Material so disclosed, (b) use its best efforts to retrieve all copies of the Material so disclosed, (c) inform the person(s) to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person(s) execute the statement attached hereto as Exhibit "A."

19. Modification of Order. This Order may be modified or amended by order of the Court upon good cause shown following advance notice of at least five (5) business days to the opposing Party prior to the filing of any motion seeking such modification or amendment.

20. Third-Party Material. The protections afforded by this Protective Order shall extend to Material produced by third parties in this action, whether by subpoena or otherwise. To the extent that the Parties produce documents received from third parties that have been designated by third parties as "Confidential" or "Confidential—Attorney's Eyes Only," such documents shall be treated as "Confidential" or "Confidential—Attorney's Eyes Only" in accordance with the terms of this Order and any deposition testimony concerning the contents of such documents shall likewise be treated as "Confidential" or "Confidential—Attorney's Eyes Only" in accordance with the terms of this Order.

21. Conclusion of Suit. The provisions of this Protective Order shall continue in effect with respect to any "Confidential" or "Confidential—Attorney's Eyes Only" Material until expressly released by the Party furnishing such Material, and such effectiveness shall survive the final determination of this action. For purposes of this Protective Order, the "final determination of this action" shall be deemed to be the later of (i) full settlement of all claims; (ii) final judgment herein after the completion and exhaustion of all appeals, rehearing, remands, trials and reviews, if any, of this action; or (iii) the expiration of all time limits under governing law for the filing of or application for all appeals, rehearings, remands, trials or reviews of this action, including the

time limits for the filing of any motions or applications for extension of time pursuant to applicable law.

IT IS SO ORDERED this 24th day of April, 2012.

BY THE COURT

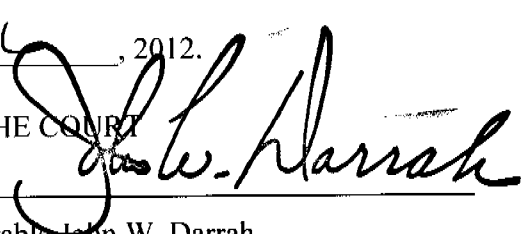

Honorable John W. Darrah
United States District Court Judge

EXHIBIT A TO AGREED PROTECTIVE ORDER

1. I am familiar with and agree to be bound by the terms of the Agreed Protective Order in the litigation styled: *Timelines, Inc. v. Facebook, Inc.*, Case No. 11-cv-06867, in the United States District Court for the Northern District of Illinois. I understand and acknowledge that failure to comply with all the terms of the Agreed Protective Order could expose me to sanctions and punishment in the nature of contempt.

2. I will only make such copies of or notes concerning documents designated "Confidential" or "Confidential—Attorney's Eyes Only" as are necessary to enable me to render the assistance required in connection with this litigation, and, all such notes and copies shall be preserved in a separate file maintained as confidential and marked for disposal or destruction upon completion of this litigation. Upon the final determination of this action, I shall promptly destroy all "Confidential" or "Confidential—Attorney's Eyes Only" materials provided to me as well as any notes or derivations thereof.

3. I will not intentionally reveal the contents of "Confidential" or "Confidential—Attorney's Eyes Only" Material to any unauthorized person.

4. I will not intentionally use "Confidential" or "Confidential—Attorney's Eyes Only" Material for any purpose other than the prosecution or defense of claims in this action.

5. I agree to be subject to the jurisdiction of the United States District Court for the Northern District of Illinois for purposes of enforcing the Agreed Protective Order.

DATED this ____ day of _____, 2012.

By: _____

Name: _____

(print name)

Address: _____