

# EXHIBIT F

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REPORT ON  
EXAMINATION OF DOCUMENTS  
IN THE MATTER OF  
*Ceglia v. Zuckerberg* (10 CV 569 (RJA) WDNY)

**I. SUMMARY**

I have been retained as an expert in forensic document examination by Defendants in the above captioned matter. On July 14 and 15, 2011, I participated in Defendants' document inspection. At that time I conducted a forensic examination of a two-page document headed "WORK FOR HIRE" CONTRACT, dated April 28, 2003 (the "Work for Hire document"). A six-page document headed StreetFax Back-End Technical Specification, dated April 28, 2003 (the "Specification document") was also examined. This report presents my findings and conclusions to date.

The examination included the analysis, comparison, and evaluation of the ink, paper, and printed text of the Work for Hire document using non-destructive optical techniques. The results of these examinations revealed significant anomalies within the Work for Hire document.

First, many features of the document point to abnormal exposure of the front of the pages to extreme environmental conditions while hung-up with clips or clothespins, including: the faded appearance of the ink of the signatures, initials, and other handwritten entries, as well as the overall yellowish cast of the front of both pages and their non-fluorescent reaction to ultraviolet illumination except for two small areas at the top of each page. Second, an optical examination differentiated the ink used for the initials on page 1 from the ink used for all other writing on the Work for Hire document. Third, different type styles, different line spacings, and different inter-paragraph spacings were used for each page of the Work for Hire document, which is inconsistent with normal preparation of a multi-page document at one time.

## II. QUALIFICATIONS

I am a forensic document examiner practicing in New York City. For over 40 years I have worked on document cases submitted by courts, prosecutors, public defenders, law firms, government crime laboratories, private individuals, banks, and insurance companies both within and outside the United States. I have studied, lectured, taught, and been consulted as an expert in all areas of document examination, including, *inter alia*, the authentication of genuine documents and the detection of falsely made or altered documents, as well as methodological issues in forensic document examination. I am a diplomate of the American Board of Forensic Document Examiners (US), a diplomate of the Forensic Science Society (UK), holding the Society's Diploma in Document Examination as a qualified specialist in forensic document examination; and am a member of the American Academy of Forensic Sciences (Questioned Document section), the American Society for Testing and Materials (Committee on Forensic Sciences Membership Secretary, Past-Chairman of the Sub-Committee on Questioned Documents, and recipient of the ASTM Forensic Sciences Award), the American Society of Questioned Document Examiners, the Evidence Photographers International Council, and have participated in meetings of these and other learned organizations in North America and Europe. I am also an active participant in the work of the Scientific Working Group for Documents (SWGDOC) and was a founding member of the editorial board of the *International Journal of Forensic Document Examiners*. I have been recognized as an expert witness on numerous occasions in State and Federal Courts in the United States as well as in courts of other countries.<sup>1</sup>

## III. ITEMS MADE AVAILABLE FOR EXAMINATION

Two original documents were made available for examination, as follows:

- A two-page document headed "WORK FOR HIRE" CONTRACT, dated April 28, 2003 (the "Work for Hire document").
- A six-page document headed StreetFax Back-End Technical Specification, dated April 28, 2003 (the "Specification document")

I have also reviewed a number of copies<sup>2</sup> of the Work for Hire document, including those that are part of filings in this matter, as well as others which I have been informed were received from Plaintiff as part of document production, including images supplied by Plaintiff's experts and Dr. Valery N. Aginsky and Messrs. James A. Blanco, John Paul Osborn, Eric Speckin, and Larry F. Stewart; as well as Plaintiff's attorneys Messrs. Paul Argentieri and Kevin Cross.

I have also reviewed the video made of the examinations conducted on July 14 and 15, 2011, as well as portions of the video made of examinations conducted on July 16, July 19, July 25, and August 27, 2011 (the "Video").

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<sup>1</sup> A copy of my full professional resume, including a list of matters where I have appeared as an expert witness, is attached as Exhibit A to my declaration of November 28, 2011 (Doc. No. 238-1).

<sup>2</sup> As used here the term "copy" can include copies made with a variety of processes on "office copier" type machines, as well as telefacsimiles (*i.e.*, faxes), microfilm blowbacks, digital images, etc.

#### **IV. NATURE OF THE EXAMINATION**

I conducted an initial document review using a copy of the image of the Work for Hire document attached to the Complaint (Doc. No. 1-4, filed 06/30/10) and to the Amended Complaint (Doc. No. 39-1, filed 04/11/11). I subsequently also reviewed the statements about the Work for Hire document and the attached images in the declarations of John Paul Osborn, dated 6/16/11 (Doc. No. 62, filed 6/17/11) and Valery N. Aginsky, Ph.D., dated 6/16/11 (Doc. No. 66, filed 6/17/11). Based on these reviews, I prepared for an examination of the original Work for Hire document to take place at the offices of Harris Beach in Buffalo, New York, in mid-July 2011, brought the potentially relevant equipment for a field examination from my laboratory, and arranged for additional document examination equipment to be provided by Foster + Freeman, one of the leading manufacturers of specialized equipment for forensic document examination.

The nature of my examination was non-destructive. I studied the documents at various degrees of magnification with the aid of hand magnifiers and a stereoscopic microscope, utilizing transmitted, incident, and oblique illumination as appropriate. I also used various light sources for side-light illumination grazing the surface; hand-held ultraviolet lamps; lighting for use with specialized viewing filters; as well as a specialized closed circuit television system sensitive to the near infrared region of the spectrum for viewing reflected infrared and infrared luminescence (Visual Spectrum Analyzer, VSC 400). Specially ruled overlay plates and other precision measuring devices were also employed as appropriate.

I acquired images of the original Work for Hire document and Specification document with a flat-bed scanner, a digital camera, and the digital image capture capabilities of the VSC 400. The images were acquired for several purposes, including: (1) to document the originals and their condition upon receipt, prior to any examination<sup>3</sup> and at various points during the examination process; (2) to document observations; and (3) to visualize features that might not be readily perceptible to the unaided eye.<sup>4</sup>

During each phase of the initial review and the examinations of the originals, the reliable principles and methods of forensic document examination were applied in accordance with the standard practices and procedures of the field. During the evaluation of the features observed in the examination, I gave full consideration to the relative merits of each plausible alternative explanation for the findings, evaluating the support for each provided by the observations (singly and in combination). Any limitations of the documents examined were evaluated and where appropriate are reflected in the strength of the reported opinion. To the extent that findings and conclusions are the results of the examination of copies, re-examination may be appropriate upon submission of the originals (or copies with more detail).

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<sup>3</sup> These scans of the Work for Hire document were made on July 14, 2011, at 9:18 AM (page 1) and 9:22 AM (page 2).

<sup>4</sup> Where appropriate, I employed commercial computer software in accordance with standard forensic practices and procedures to improve the visualization or clarity of detail of significant features.

### V. FINDINGS

#### A. Condition of the Writing Inks on the Work for Hire Document

Upon my initial review of the Work for Hire document it was immediately apparent that the ink of all the handwritten material was a faded brown or light tan, almost transparent in some places. This deteriorated condition of the ink was not consistent with what I expected based on the images previously reviewed or the description previously provided, or indeed what would be expected of any eight-year old document kept under normal storage conditions. Because Dr. Aginsky stated in his June 16, 2011 Declaration that the writing ink on both page 1 and page 2 of the Work for Hire document was "black ballpoint ink" (Aginsky decl. at ¶6),<sup>5</sup> and because of the appearance of the writing in Plaintiff's previously-filed images of the document, I had anticipated seeing black ballpoint ink of normal density. The ink that I saw on the Work for Hire document on the morning of July 14 was neither black nor of normal density.

The deteriorated condition of the ink on both pages of the Work for Hire document is apparent in the images agreed upon in the scans that were made as routine documentation of the condition of the submitted items prior to any examination. These scans of the fronts of the pages of the Work for Hire document were made on July 14, 2011, at 9:18 AM (page 1) and 9:22 AM (page 2). Reduced-size images of these scans appear below.

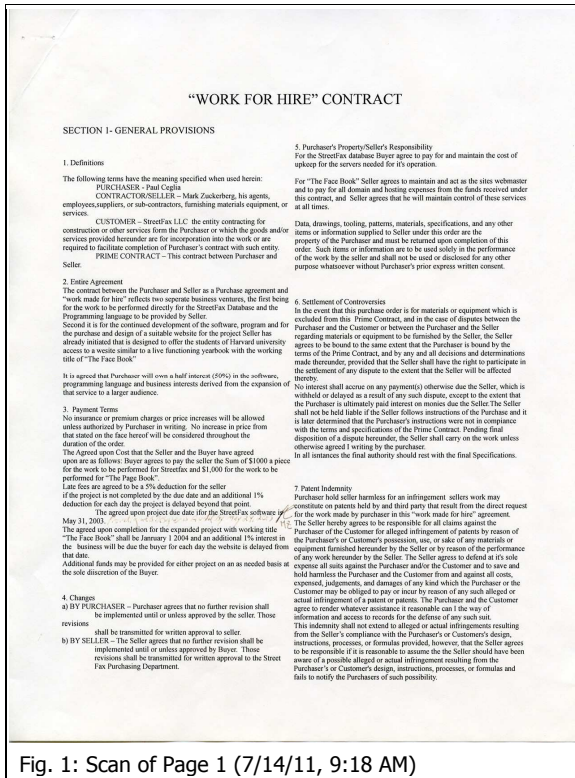


Fig. 1: Scan of Page 1 (7/14/11, 9:18 AM)

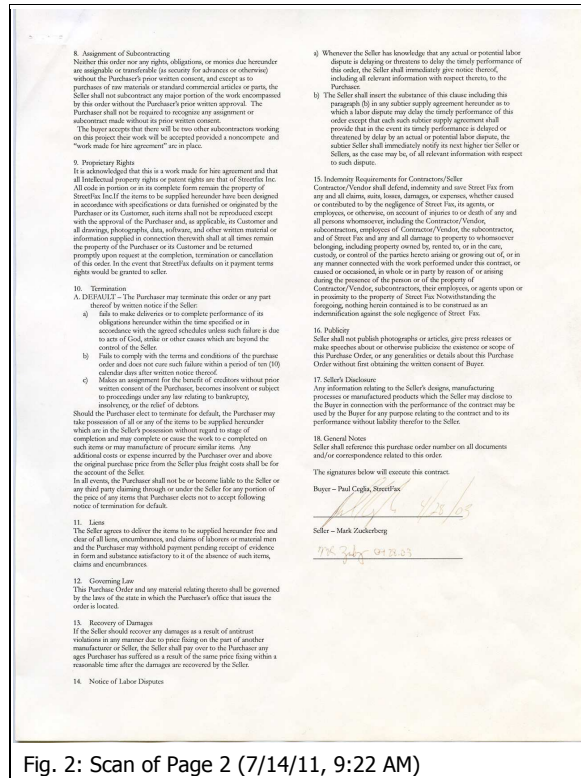


Fig. 2: Scan of Page 2 (7/14/11, 9:22 AM)

<sup>5</sup> It should be noted that Dr. Aginsky only mentioned the signatures and dates on page 2 and the interlines on page 1; his Declaration does not include any mention of the initials on page 1 in either his description of the Work for Hire document or in the results of his ink examination (Aginsky decl. at 6 and 9). While Mr. Osborn's declaration did include the initials in his description of the Work for Hire document (Osborn decl. at 5-10) he did not perform any ink examination.

Full-size images of the scans are attached hereto as Exhibit A (front and reverse of page 1) and Exhibit B (front and reverse of page 2).

Relevant portions from page 1 and page 2 of the Work for Hire document appear at life-size in the illustration below to better show the faded brown appearance of the ink.

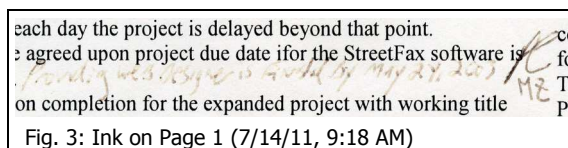


Fig. 3: Ink on Page 1 (7/14/11, 9:18 AM)

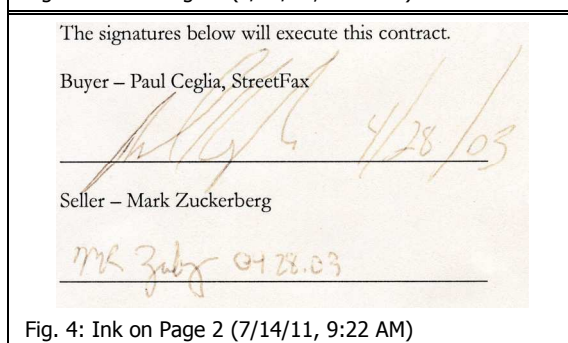
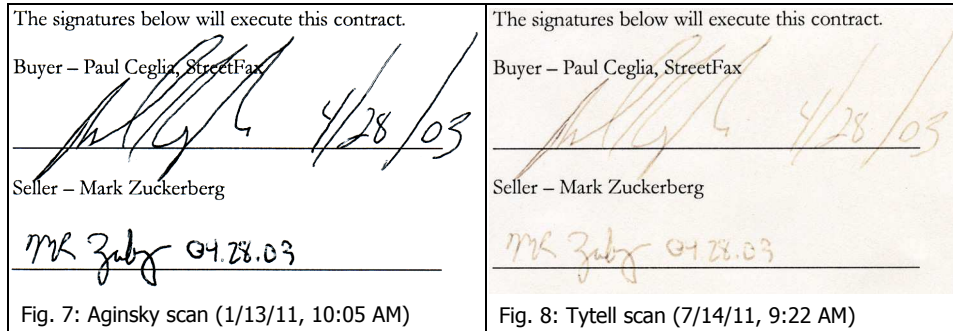
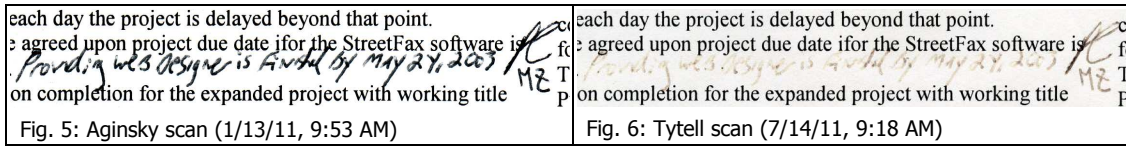


Fig. 4: Ink on Page 2 (7/14/11, 9:22 AM)

Since my examination of the original Work for Hire document on July 14 and 15, 2011, I have reviewed digital files of scans made by Plaintiff's experts Dr. Aginsky and Mr. Osborn in January of 2011.<sup>6</sup> A comparison of the scanned images I made first thing in the morning of July 14, 2011, with the images made six months earlier by Plaintiff's experts show a significant difference in the appearance of the ink. In contrast to the original document produced by Mr. Argentieri on the morning of July 14, 2011, these January 2011 scans show the ink as dark and of normal density, that is, having the appearance typical of black ballpoint ink. The illustrations below compare an image of the interlineations and initials on page 1 of the Work for Hire document (figures 5 and 6) and an image of the signatures and dates on page 2 of the Work for Hire document (figures 7 and 8), each taken from the scanned images made by Dr. Aginsky (files dated January 13, 2011, 9:53 AM and 10:05 AM, respectively) with the similar portions of the scanned images of the Work for Hire document I made before examination began on July 14, 2011 (files dated July 14, 2011, 9:18 AM and 9:22 AM, respectively).

<sup>6</sup> The images from Mr. Osborn are dated January 5, 2011. The images from Dr. Aginsky are dated January 13, 2011, and are used for illustration herein as they are closer in date to the July 14, 2011, presentation of the Work for Hire document to Defendants' experts in Buffalo.



These images show that significant changes in the appearance of the writing ink occurred sometime after the scanning of the documents by Plaintiff’s expert on January 13, 2011, and sometime prior to the examination on the morning of July 14, 2011.

**B. Condition of the Paper of the Work for Hire Document**

As part of my routine<sup>7</sup> initial examination of the Work for Hire document, I examined both pages with long-wave ultraviolet illumination. This first ultraviolet examination lasted for a total of 63 seconds.<sup>8</sup> I immediately noticed that under ultraviolet illumination the reverse of the pages of the Work for Hire document generally fluoresced (glowed) brightly (as is common in paper generally used in photocopiers and computer printers); however, the front of the pages was almost entirely dark or non-fluorescent.<sup>9</sup> Basically, the two sides of the same sheet of paper had opposite reactions to the ultraviolet illumination; such dramatically different reactions are extremely unusual and indicate that the fronts of the pages were treated in a way that the backs were not. These features were photographically documented at a later stage in the examination.

The abnormal dull, non-fluorescent, appearance of only the front of the pages was observed to be generally uniform overall. There was, however, a very notable exception of two small areas at the top of each page that fluoresced as brightly as the reverse. These anomalous brightly fluorescing areas (“tabs”) were all roughly rectangular in shape, although no two were exactly the same size; furthermore, the two tabs on each page were not evenly placed relative to the center or edges of the paper, and the tabs were in different

<sup>7</sup> Examination with ultraviolet illumination is considered a standard non-destructive practice by forensic document examiners (Tytell Decl., at ¶ 26).

<sup>8</sup> Two hand held long-wave ultraviolet lamps were used in the initial examination: a UVP UVL-21 lamp was on for about 28 seconds and a Foster + Freeman Crime-lite 82S was on for about 35 seconds .

<sup>9</sup> A review of the Video showed that during this initial ultraviolet examination there was no overall fluorescent reaction from the front of the pages. After 19 seconds a page of the Work for Hire document is turned over and a flash of the bright fluorescence from the reverse of the page can be glimpsed in the Video.

locations on the two different pages. Under normal ambient lighting these tab areas were observed to be as white at the reverse of the page, in contrast to the yellowish cast of the rest of the front. Examination with side lighting under the stereoscopic microscope revealed an indentation or embossed deformation of the paper in these tab areas.

The reverse of the two pages of the Work for Hire document were also generally uniform in their brightly fluorescent reaction to ultraviolet illumination, with the exception of a corner of page 1. Where the top of page 1 had been folded, the crease forms a triangle in the corner.<sup>10</sup> When the reverse of page 1 is viewed under ultraviolet illumination, that triangle in the corner is dull, non-fluorescent (similar to the front of the page) while the rest of the reverse of the page fluoresces brightly.

Figures 9 through 11 below illustrate these anomalous features of the Work for Hire document that were visualized using ultraviolet illumination. Figure 9 shows the irregular sizes and uneven spacing of the fluorescing tab areas on the front of both pages. Figures 10 and 11 show a comparison of the fluorescing tab areas on the front of each page with the fluorescing reverse of the other page.

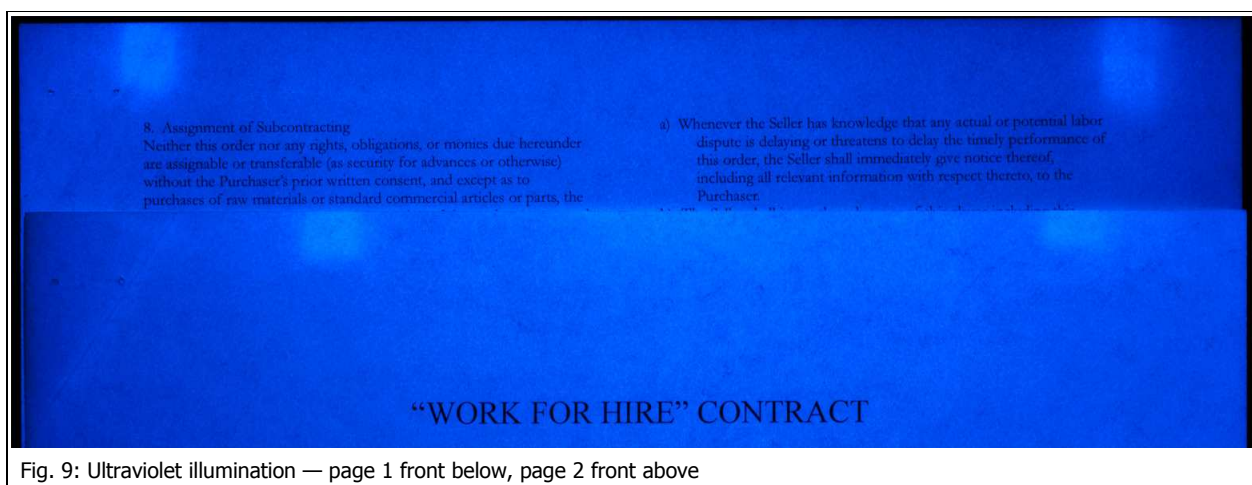


Fig. 9: Ultraviolet illumination — page 1 front below, page 2 front above

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<sup>10</sup> This refers to the top left corner when viewed from the front, the top right corner when viewing the reverse of the page.





Fig. 10: Ultraviolet illumination — page 1 front below, page 2 reverse above

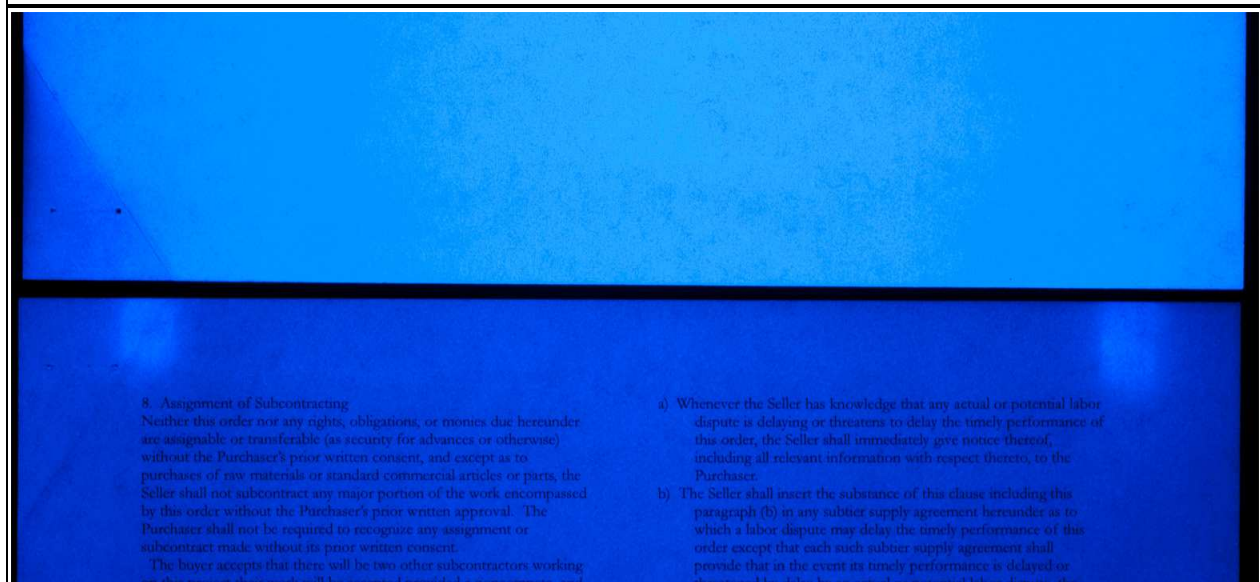


Fig. 11: Ultraviolet illumination — page 2 front below, page 1 reverse above

In accordance with forensic best practices, I considered (and rejected) potential ‘innocent’ explanations for the presence of these tab areas. Paper making and packaging processes and the paper transport mechanism of printers (or other office machines) can sometimes leave marks on paper. I considered, and rejected, these sources as potential explanations due to the inconsistent sizes and asymmetrical locations of the tabs along the edge of the sheet. I also considered, and rejected, paper fasteners (such as a paper clip) as a potential explanation due to the shape of the tabs and their inconsistent location from page to page. After consideration of alternative explanations, I concluded that the best explanation that accounts for these observations is that the tabs are from clips (such as clothespins) that suspended the pages when they were exposed to abnormally extreme

environmental conditions that discolored (yellowed) the paper not covered by the clips and faded the ink.<sup>11</sup>

Neither Mr. Blanco nor Mr. Stewart mentions the anomalous brightly fluorescent tabs on the front of both pages or the anomalous dark triangle on the reverse of page 1 in their respective declarations. Both Messrs. Blanco and Stewart had the opportunity to conduct a proper ultraviolet examination that would have made these features readily apparent. Their failure to consider (or perhaps failure to notice) these anomalous features is a very serious omission, as these features contradict their conclusions.<sup>12</sup> None of the scenarios suggested in Plaintiff's arguments can account for the presence of these anomalous features.<sup>13</sup>

These anomalous tab areas and the anomalous triangle were still present when Plaintiff's experts examined the Work for Hire document in Chicago: Plaintiff's expert Eric Speckin captured images of these anomalous features at that time with a VSC.<sup>14</sup> It is apparent that the cumulative exposure to ultraviolet and all other illumination sources used in the examinations of both Plaintiff's and Defendant's experts from July 14 through July 25 did nothing to dull the bright fluorescence of these tab areas on the front of both pages of the Work for Hire document.

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<sup>11</sup> Plaintiff asserts that the cause of the deteriorated condition of the paper and ink is due to cumulative ultraviolet exposure during the examinations by Defendants' experts. This is demonstrably false.

The fading of the ink and deteriorated condition of the paper occurred before 9:11 AM on July 14, 2011. They were obvious that morning and were thoroughly documented throughout that day, as shown and described in detail above.

Among the multiple significant abnormalities that were documented on July 14, 2011, were the two small tabs at the top edge of each page that are brightly fluorescent in contrast to the lack of fluorescence of the rest of the front of the page and white in contrast to the overall yellow cast of the front of the pages, as well as the yellowish non-fluorescing on the reverse of page 1. Plaintiff does not provide any explanation of the existence of these anomalous features; indeed, their very existence refutes each and every scenario Plaintiff has proposed.

<sup>12</sup> For instance their presence both contradicts Mr. Stewart's observations and refutes his theories about causation (Stewart decl. at ¶¶ 32-49).

<sup>13</sup> In support of the assertion that Defendants' experts caused the deterioration to the Work for Hire document, Plaintiff has submitted a largely inaccurate partial "timeline" of the video of the Defendants' inspection (Doc. No. 263-7). This "timeline" begins at "14:55ish", skipping almost 6 hours from 9:11 AM. The "timeline" skips over the entire day of examination, only 63 seconds of which involved ultraviolet illumination to that point. Photographic documentation of the features visible under UV illumination (including the tabs and the brightly fluorescing reverse of the pages) began at approximately 4:30 PM.

<sup>14</sup> Four VSC images of the Work for Hire document taken by Mr. Speckin on July 25, 2011 (after Defendants' inspection and sampling) are attached hereto as Exhibit C.

### C. Differentiation of the Writing Inks on the Work for Hire Document

Even in the apparently deteriorated condition of the ink, non-destructive optical examination of the Work for Hire document revealed at least two distinguishable inks.

The non-destructive optical techniques used in this examination were able to

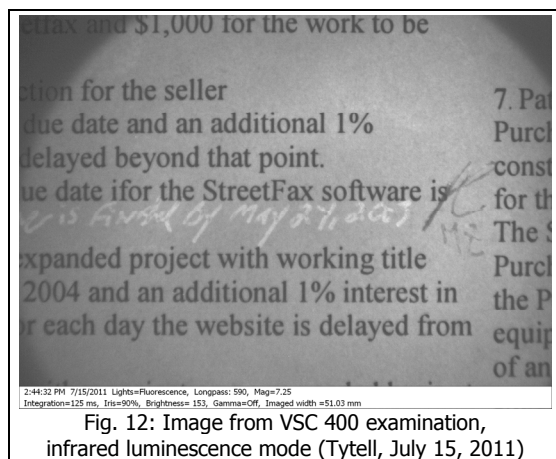


Fig. 12: Image from VSC 400 examination, infrared luminescence mode (Tytell, July 15, 2011)

differentiate the ink of the interlineation from the ink of the initials, as can be seen in the illustration at the left showing images taken with the VSC 400 in infrared luminescence mode. The ink of the interlineation is luminescent and appears white; the ink of the initials is not luminescent and appears dark.

The ink of the other handwritten entries on the Work for Hire document could not be differentiated with the optical tests used in this examination, but additional optical and chemical techniques might be able to differentiate the ink of the writings.

The optical examination of the ink of the Work for Hire document that I conducted revealed two groups of ink: one that included the interlineation on page 1 and the signatures and dates on page 2; the other that included just the initials on page 1. Given the deteriorated condition of the ink on the Work for Hire document, the possibility must be considered that the element(s) of the ink that might enable optical differentiation were lost along with the color and density.

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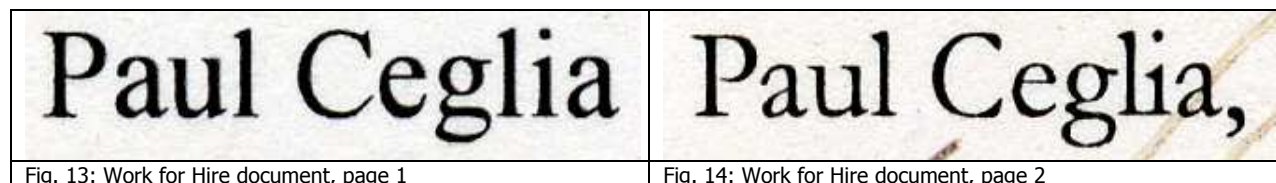
The execution of the Work for Hire document does not follow this pattern of pen use.

### D. Differentiation of Typestyles and Formatting of the Work for Hire Document

I observed significant differences between pages 1 and 2 of the Work for Hire document in the typeface and line spacing of the printed text.<sup>15</sup> Such differences are not normally seen in a two-page document prepared in a single, continuous process.

<sup>15</sup> Both pages of the Work for Hire document were produced using toner technology. This technology is commonly used in photocopy machines and computer laser printers.

Two different styles of type were used for the preparation of the Work for Hire document, one type style for page 1 and another type style for page 2. The differences in the print on pages 1 and 2 are illustrated below in a comparison of the name “Paul Ceglia” taken from the scans made July 14, 2011 at 9:18 AM and 9:22 AM respectively (the faded ink from the signature can be seen in the image from page 2).



Among the more obvious differences visible in the few letters of the name are the joining of the bowl of the capital *P*, closed in the image on the left from page 1, but open at the bottom in the image on the right from page 2. Both the upper and lower terminals of the capital *C* also show distinctive differences: the *C* on the left from page 1 has a spur projecting upward at the top and a smooth tapered lower terminal; the *C* on the right from page 2 has no spur at the upper terminal, but instead a teardrop lobe, and a differently shaped lobe at the lower terminal. There are still more differences in just these two capital letters, and many more in the other six letters of the name, as well as in each of the other characters in the text.

The line spacing of the text on page 2 of the Work for Hire document measured 3.175 mm, or 9 points.<sup>16</sup> The line spacing of the text on page 1 of the Work for Hire document measured 3.245 mm, or just under 9.2 points, within paragraphs. There is extra space between paragraphs on page 1; however, this formatting feature is not present on page 2.

### **E. Stapling**

As noted above, the six-page Specification document was stapled when Plaintiff’s counsel Mr. Argentieri presented it for examination on July 14, 2011. This staple was removed to facilitate scanning; the removal was documented with scans and photographs and the removed staple was retained in a separate envelope that was kept with the pages of the Specification document to be available for subsequent examination.

In contrast, the two-page Work for Hire document was not stapled when made available for examination on July 14, 2011. Previous images of the Work for Hire document and the empty staple holes in the pages of the Work for Hire document are consistent with at least one previous stapling, but no staple or documentation regarding the unstapling has been made available; at this time I am not aware if it has even been indicated when or by whom the Work for Hire document was unstapled or under what circumstances. Even after removal, a staple can be a useful forensic artifact; analysis of a staple can provide information about the document’s genuineness, and might help determine whether the staple was removed and reinserted. The best practice in forensic document examination is to document the removal of the staple from a document and retain the staple for further examination, as was done with the Specifications document.

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<sup>16</sup> A Desk Top Publishing point (DTP point) is equal to  $1/72$ ".

Although the staple(s) was not available, I was able to examine images of the Work for Hire document that include a staple. In these images, the bar of the staple appears to be bent rather than straight as would be expected. The curvature of the image of the staple bar in the Work for Hire document can be seen in the image to the right, which I have been informed was supplied by Mr. Argentieri. This curvature of the staple bar might well be an indication that this staple had been removed and reinserted.



## VI. CONCLUSIONS

The two-page Work for Hire document is not consistent with the normal preparation of a two-page document. Rather the use of multiple type styles and the pattern of ink usage indicate preparation of the two pages at different times.

The deteriorated condition of the ink and paper on the Work for Hire document when Mr. Argentieri produced it at 9:11 AM on July 14, 2011 are classic indicia of an attempt to artificially accelerate the aging of a document, an attempt that took place prior to the production of the Work for Hire document on July 14, 2011. This conclusion is based on: (1) comparison of earlier images of the Work for Hire document with the faded brown or light tan ink of the document as produced; and (2) examination of the Work for Hire document, which revealed anomalous features consistent with exceptional exposure of the front of the pages, but not the reverse, to abnormally extreme environmental conditions while hung-up with clips or clothespins.

I declare under penalty of perjury that the foregoing is true and correct.



Peter V. Tytell

# **EXHIBIT A**

# "WORK FOR HIRE" CONTRACT

## SECTION 1- GENERAL PROVISIONS

### 1. Definitions

The following terms have the meaning specified when used herein:

PURCHASER - Paul Ceglia

CONTRACTOR/SELLER - Mark Zuckerberg, his agents, employees, suppliers, or sub-contractors, furnishing materials equipment, or services.

CUSTOMER - StreetFax LLC the entity contracting for construction or other services from the Purchaser or which the goods and/or services provided hereunder are for incorporation into the work or are required to facilitate completion of Purchaser's contract with such entity.

PRIME CONTRACT - This contract between Purchaser and Seller.

### 2. Entire Agreement

The contract between the Purchaser and Seller as a Purchase agreement and "work made for hire" reflects two separate business ventures, the first being for the work to be performed directly for the StreetFax Database and the Programming language to be provided by Seller.

Second it is for the continued development of the software, program and for the purchase and design of a suitable website for the project Seller has already initiated that is designed to offer the students of Harvard university access to a website similar to a live functioning yearbook with the working title of "The Face Book"

It is agreed that Purchaser will own a half interest (50%) in the software, programming language and business interests derived from the expansion of that service to a larger audience.

### 3. Payment Terms

No insurance or premium charges or price increases will be allowed unless authorized by Purchaser in writing. No increase in price from that stated on the face hereof will be considered throughout the duration of the order.

The Agreed upon Cost that the Seller and the Buyer have agreed upon are as follows: Buyer agrees to pay the seller the Sum of \$1000 a piece for the work to be performed for Streetfax and \$1,000 for the work to be performed for "The Page Book".

Late fees are agreed to be a 5% deduction for the seller if the project is not completed by the due date and an additional 1% deduction for each day the project is delayed beyond that point.

The agreed upon project due date for the StreetFax software is May 31, 2003. *Project website to be ready by May 21, 2003* MZ

The agreed upon completion for the expanded project with working title "The Face Book" shall be January 1 2004 and an additional 1% interest in the business will be due the buyer for each day the website is delayed from that date.

Additional funds may be provided for either project on an as needed basis at the sole discretion of the Buyer.

### 4. Changes

a) BY PURCHASER - Purchaser agrees that no further revision shall be implemented until or unless approved by the seller. Those revisions

shall be transmitted for written approval to seller.

b) BY SELLER - The Seller agrees that no further revision shall be implemented until or unless approved by Buyer. Those revisions shall be transmitted for written approval to the Street Fax Purchasing Department.

### 5. Purchaser's Property/Seller's Responsibility

For the StreetFax database Buyer agree to pay for and maintain the cost of upkeep for the servers needed for it's operation.

For "The Face Book" Seller agrees to maintain and act as the sites webmaster and to pay for all domain and hosting expenses from the funds received under this contract, and Seller agrees that he will maintain control of these services at all times.

Data, drawings, tooling, patterns, materials, specifications, and any other items or information supplied to Seller under this order are the property of the Purchaser and must be returned upon completion of this order. Such items or information are to be used solely in the performance of the work by the seller and shall not be used or disclosed for any other purpose whatsoever without Purchaser's prior express written consent.

### 6. Settlement of Controversies

In the event that this purchase order is for materials or equipment which is excluded from this Prime Contract, and in the case of disputes between the Purchaser and the Customer or between the Purchaser and the Seller regarding materials or equipment to be furnished by the Seller, the Seller agrees to be bound to the same extent that the Purchaser is bound by the terms of the Prime Contract, and by any and all decisions and determinations made thereunder, provided that the Seller shall have the right to participate in the settlement of any dispute to the extent that the Seller will be affected thereby.

No interest shall accrue on any payment(s) otherwise due the Seller, which is withheld or delayed as a result of any such dispute, except to the extent that the Purchaser is ultimately paid interest on monies due the Seller. The Seller shall not be held liable if the Seller follows instructions of the Purchase and it is later determined that the Purchaser's instructions were not in compliance with the terms and specifications of the Prime Contract. Pending final disposition of a dispute hereunder, the Seller shall carry on the work unless otherwise agreed in writing by the purchaser.

In all instances the final authority should rest with the final Specifications.

### 7. Patent Indemnity

Purchaser hold seller harmless for an infringement sellers work may constitute on patents held by and third party that result from the direct request for the work made by purchaser in this "work made for hire" agreement.

The Seller hereby agrees to be responsible for all claims against the Purchaser of the Customer for alleged infringement of patents by reason of the Purchaser's or Customer's possession, use, or sake of any materials or equipment furnished hereunder by the Seller or by reason of the performance of any work hereunder by the Seller. The Seller agree to defend at it's sole expense all suits against the Purchaser and/or the Customer and to save and hold harmless the Purchaser and the Customer from and against all costs, expensed, judgements, and damages of any kind which the Purchaser or the Customer may be obliged to pay or incur by reason of any such alleged or actual infringement of a patent or patents. The Purchaser and the Customer agree to render whatever assistance it reasonable can I the way of information and access to records for the defense of any such suit.

This indemnity shall not extend to alleged or actual infringements resulting from the Seller's compliance with the Purchaser's or Customers's design, instructions, processes, or formulas provided, however, that the Seller agrees to be responsible if it is reasonable to assume the the Seller should have been aware of a possible alleged or actual infringement resulting from the Purchaser's or Customer's design, instructions, processes, or formulas and fails to notify the Purchasers of such possibility.

# WORK FOR HIRE CONTRACT

## ARTICLE I - EMPLOYMENT

### 1.1 POSITION

The Employer hereby employs the Employee in the position of Software Engineer at the location of 123 Main Street, New York, NY 10001. The Employee shall report to the Department Manager.

### 1.2 DUTIES

The Employee shall perform such duties and responsibilities as may be assigned by the Employer from time to time, including but not limited to the following: designing, developing, testing, and maintaining software applications.

### 1.3 TERM

This contract shall be in effect from January 1, 2024 to December 31, 2024, unless terminated earlier in writing by either party.

### 1.4 PROBATION

The Employee shall be on probation for a period of 90 days from the date of hire. During this period, the Employer reserves the right to terminate the Employee without notice.

### 1.5 NOTICE

Either party may terminate this contract with written notice. The Employer shall provide 30 days notice, and the Employee shall provide 30 days notice.

### 1.6

This contract shall be governed by the laws of the State of New York. Any dispute arising out of or in connection with this contract shall be resolved by arbitration.

Accepted and agreed to by the Employer:

Accepted and agreed to by the Employee:

Witnessed by:

Witnessed by:

Witnessed by:

Witnessed by:

Witnessed by:

Witnessed by:

Witnessed by:

Witnessed by:

Witnessed by:



# **EXHIBIT B**

8. Assignment of Subcontracting

Neither this order nor any rights, obligations, or monies due hereunder are assignable or transferable (as security for advances or otherwise) without the Purchaser's prior written consent, and except as to purchases of raw materials or standard commercial articles or parts, the Seller shall not subcontract any major portion of the work encompassed by this order without the Purchaser's prior written approval. The Purchaser shall not be required to recognize any assignment or subcontract made without its prior written consent.

The buyer accepts that there will be two other subcontractors working on this project their work will be accepted provided a noncompete and "work made for hire agreement" are in place.

9. Proprietary Rights

It is acknowledged that this is a work made for hire agreement and that all Intellectual property rights or patent rights are that of Streetfax Inc. All code in portion or in its complete form remain the property of StreetFax Inc. If the items to be supplied hereunder have been designed in accordance with specifications or data furnished or originated by the Purchaser or its Customer, such items shall not be reproduced except with the approval of the Purchaser and, as applicable, its Customer and all drawings, photographs, data, software, and other written material or information supplied in connection therewith shall at all times remain the property of the Purchaser or its Customer and be returned promptly upon request at the completion, termination or cancellation of this order. In the event that StreetFax defaults on it payment terms rights would be granted to seller.

10. Termination

A. DEFAULT - The Purchaser may terminate this order or any part thereof by written notice if the Seller:

- a) fails to make deliveries or to complete performance of its obligations hereunder within the time specified or in accordance with the agreed schedules unless such failure is due to acts of God, strike or other causes which are beyond the control of the Seller.
- b) Fails to comply with the terms and conditions of the purchase order and does not cure such failure within a period of ten (10) calendar days after written notice thereof.
- c) Makes an assignment for the benefit of creditors without prior written consent of the Purchaser, becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or the relief of debtors.

Should the Purchaser elect to terminate for default, the Purchaser may take possession of all or any of the items to be supplied hereunder which are in the Seller's possession without regard to stage of completion and may complete or cause the work to be completed on such items or may manufacture or procure similar items. Any additional costs or expense incurred by the Purchaser over and above the original purchase price from the Seller plus freight costs shall be for the account of the Seller.

In all events, the Purchaser shall not be or become liable to the Seller or any third party claiming through or under the Seller for any portion of the price of any items that Purchaser elects not to accept following notice of termination for default.

11. Liens

The Seller agrees to deliver the items to be supplied hereunder free and clear of all liens, encumbrances, and claims of laborers or material men and the Purchaser may withhold payment pending receipt of evidence in form and substance satisfactory to it of the absence of such items, claims and encumbrances.

12. Governing Law

This Purchase Order and any material relating thereto shall be governed by the laws of the state in which the Purchaser's office that issues the order is located.

13. Recovery of Damages

If the Seller should recover any damages as a result of antitrust violations in any manner due to price fixing on the part of another manufacturer or Seller, the Seller shall pay over to the Purchaser any damages the Purchaser has suffered as a result of the same price fixing within a reasonable time after the damages are recovered by the Seller.

14. Notice of Labor Disputes

- a) Whenever the Seller has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this order, the Seller shall immediately give notice thereof, including all relevant information with respect thereto, to the Purchaser.
- b) The Seller shall insert the substance of this clause including this paragraph (b) in any subtier supply agreement hereunder as to which a labor dispute may delay the timely performance of this order except that each such subtier supply agreement shall provide that in the event its timely performance is delayed or threatened by delay by an actual or potential labor dispute, the subtier Seller shall immediately notify its next higher tier Seller or Sellers, as the case may be, of all relevant information with respect to such dispute.

15. Indemnity Requirements for Contractors/Seller

Contractor/Vendor shall defend, indemnify and save Street Fax from any and all claims, suits, losses, damages, or expenses, whether caused or contributed to by the negligence of Street Fax, its agents, or employees, or otherwise, on account of injuries to or death of any and all persons whomsoever, including the Contractor/Vendor, subcontractors, employees of Contractor/Vendor, the subcontractor, and of Street Fax and any and all damage to property to whomsoever belonging, including property owned by, rented to, or in the care, custody, or control of the parties hereto arising or growing out of, or in any manner connected with the work performed under this contract, or caused or occasioned, in whole or in part by reason of or arising during the presence of the person or of the property of Contractor/Vendor, subcontractors, their employees, or agents upon or in proximity to the property of Street Fax Notwithstanding the foregoing, nothing herein contained is to be construed as an indemnification against the sole negligence of Street Fax.

16. Publicity

Seller shall not publish photographs or articles, give press releases or make speeches about or otherwise publicize the existence or scope of this Purchase Order, or any generalities or details about this Purchase Order without first obtaining the written consent of Buyer.

17. Seller's Disclosure

Any information relating to the Seller's designs, manufacturing processes or manufactured products which the Seller may disclose to the Buyer in connection with the performance of the contract may be used by the Buyer for any purpose relating to the contract and to its performance without liability therefor to the Seller.

18. General Notes

Seller shall reference this purchase order number on all documents and/or correspondence related to this order.

The signatures below will execute this contract.

Buyer - Paul Ceglia, StreetFax

*Paul Ceglia* 4/28/03

Seller - Mark Zuckerberg

*MR Zuby 0428.03*

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# **EXHIBIT C**







