# EXHIBIT D

# ~EXHIBIT Q-1~

# IMAGE OF PAGE 2 OF THE "WORK FOR HIRE" DOCUMENT IN TIF FILE FORMAT SENT BY CEGLIA TO HIS ATTORNEY PAUL ARGENTIERI ON JUNE 27, 2010

 Assignment of Subcontracting
 Neither this order nor any rights, obligations, or mories due kereunder are ssignable or transferable (as security for idvances or otherwise) without the Purchaser's peior written consent, and except as to purchases of raw materials of standard commercial excites or parts, the Seller shall not subcentract 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

subtentract made without its prior written censent.

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.

 Proprietary Rights
 It is acknowledged that this is a work made for hire agreement and that all Intellectual property rights or potent rights are that of Streetfax Inc. All code in partion or in its complete form remain the property of StreetFax Inc. If the terms to be supplied herounder have beer 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 crawings, photographs, data, software, and other written material or information supplies in conrection therewith shall stall times remain the property of the Purchaser or its Custome: and be returned promptly upon request at the completion, termination or cancellation of this order. In the event that Street 'ax defaults on it payment terms rights would be granted to saller.

### Termination

- A. DEFAULT The Purchaser may terminate this order or my part thereof by written notice if the Seller.
  - at fails to make deliveres or to complexe 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 Fails to comply with the turns and conditions of the purchase order and does not oure such failure within a period of ten (13) calendar days after written notice thereof.
- Makes an assignment for the benefit of enclions without price written consent of the Purchaser, becomes insolvent or subject to proceedings under any law relating to bankeuptcy, olvency, or the relief of debtors.

Should the Purchase: elect to terminate for default, the Purchaser may takepossession 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 e-completed on such items or may manufacture of procure similar items. Any additional costs or expense incurred by the Purchaser over and above the original purchase price from the Seller plus freigh; costs skall 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 partion of the price of any items that Perchaser elects not to accept following notice of termination for default

The Seller agrees to deliver the items to be supplied hereunder free and clear of all bens, encombrances, and chirms of laborem or material mea and the Purchaser may withhold payment perding receipt of evidence in form and substance satisfactory to it of the absence of such items, clairs and excumbrances.

 Governing Lqw
 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

## 13. Recovery of Damages

If the Seller should recover any damages as a result of antitrus violations in any marner due to price fixing on the part of another manufacturer or Seller, the Seller shall pay over to the Purchaser any ages Purchaser has suffered as a result of the tame 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 ortheraters to delay the timely performance of this order, the Seller shall immediately give notice thereof, including all relevant information with respect thereto to the Purcuser.

  b) The Seler shall insert the substance of this clause including this
- paragraph (b) in any subtier supply agreement hereuncer 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 deleted or threatened by delay by an actual or petential labor dispute, the subtur Seller shall immediately notifyits next higher ter Seller or Sellers, as the case may be, of all relevant information with respect to such dispute.
- 15 Indomaity Requirements for Centractou/Seller Centractou/Vendor shall defend, indemnity and save Street Fax from arm and all claims, uses, losses, damages, or expenses, whether caused or contributed to by the negligence of Street Fas, in agents, or employees, or otherwise, on account of injuries to or death of any and all persons whomseever, including the Connector/Vendor, subcontractors, employees of Contractor/Vendor, the subcontractor, and of Street Fax and any and all demage to properly to whomsoever becoming, including property owned by, rested to, or in the care, currody, or control of the parties hereto arising or growing out of, or in any manner connected with the work performed under this contract, or easeed or occasioned, in whole or in party by reason of or arising claring the presence of the person or of the property of Grang one presents to the person of the interpretation of a Contractor(Vendor, subcontractor), their employees, or agents upon or in recoximity to the property of Street Fax Notovithe anding the foregoing, nothing herein contained is to be construed as an incommissiation against the sole negligence of Street Fax.

Seler shall not publish photographs or artides, give press sceases or make speeches about or otherwise publicise the existence or scope of this Purchase Order, or any generalities or cetails about this Purchase Order without first obtaining the written consent of Buyer.

## 17. Seller's Disclosure

Any information relating to the Sellur's designs, manufacturing processes or manufactured products which the Sellur 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 centract and to its performance without liability therefor to the Seller.

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

Seler – Mark Zuckerberg MR 300x 04.28.03

> The signatures below will execute this contract. Buyer - Paul Ceglia, StreetFax Seller – Mark Zuckerberg - 04.28.03

# ~EXHIBIT Q-2~

# IMAGE OF PAGE 2 OF THE "WORK FOR HIRE" DOCUMENT ATTACHED TO CEGLIA'S COMPLAINT, FILED JUNE 30, 2010

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14. Notice of Labor Disputes

The signatures below will execute this contract

Buyer - Paul Ceglin StreetFast

Seller - Mark Zuckerberg

THE Zuby 09.78.03

## ~EXHIBIT Q-3~

# IMAGE OF PAGE 2 OF THE "WORK FOR HIRE" DOCUMENT TAKEN BY PLAINTIFF'S EXPERT VALERY AGINSKY DURING HIS JANUARY 13, 2011 EXAMINATION OF THE "WORK FOR HIRE" DOCUMENT

### 8. Assignment of Subcontracting

Neither this order nor any rights, obligations, or monies due hereu 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 appeaval. The Purchaser shall not be required to recognize any assignm

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.

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 seems 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.

- A. DEFAULT The Purchaser may terminate this order or any part thereof by written notice if the Seller:
  - 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
  - Fails to comply with the terms and conditions of the purcha order and does not cure such failure within a period of ten (10) calendar days after written notice thereof.
  - Makes an assignment for the benefit of creditors without price written consent of the Purchaser, becomes insolvent or subject to proceedings under any law relating to bankruptcy,

to proceedings unser any taw reasong to transcripecy, 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 Selfer's possession without regard to stage of completion and may complete or cause the work to e completed on. such items or may manufacture of 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.

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.

 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 iss order is located.

If the Seller should recover any damages as a result of antitrust violations in any manner due to peice fixing on the part of another manufacturer or Seller, the Seller shall pay over to the Puschaser any ages 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 performa this order, the Seller shall immediately give notice thereof, including all relevant information with respect thereto, to the
- 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, indemnity 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 party 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 nification 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.

MK Zuby 04.28.03

The signatures below will execute this contract.

Buyer - Paul Ceglia, StreetFa

Seller – Mark Zuckerberg

× 94.28.03

# ~EXHIBIT Q-4~

# IMAGE OF PAGE 2 OF THE "WORK FOR HIRE" DOCUMENT TAKEN BY DEFENDANTS' EXPERT PETER V. TYTELL DURING DEFENDANTS' JULY 14, 2011 EXAMINATION OF THE "WORK FOR HIRE" DOCUMENT

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 new materials or standard commercial articles or parts, the Seller shall not subcontract any major portion of the work encompasses 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.

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- Pails 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. Makes an assignment for the benefit of creditors without pe
- written consent of the Purchaser, becomes insolvent or subject to proceedings under any law relating to bankruptey, olvency, or the relief of debtors.

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This Purchase Order and any material relating thereto shall be govern 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 manufacture or Seller, the Seller shall pay over to the Purchaser any ages Purchaser has suffered as a result of the same price fixing within a nable time after the damages are recovered by the Seller

14. Notice of Labor Disputes

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15. Indemnity Requirements for Contractors/Seller Contractor/Vendor shall defend, indemnity and save Street Fax from any and all claims, suits, losses, damages, or expenses, whether esused 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, subcontractor, 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 party by reason of or arising during the presence of the person or of the peoperty 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

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## 18. General Notes

Seller shall reference this purchase order number on all documents

end/ or correspondence related to this order.	
The signatures below will execute this contract.	
Buyer - Paul Ceglia, StreetFax	
Seller – Mark Zuckerberg	
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Buyer – Paul Ceglia, StreetFax				
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Seller – Mark Zuckerberg				
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