

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

TECHRADIUM, INC., §
§
Plaintiff, §
§
VS. § CIVIL ACTION NO. H-09-2490
§
TWITTER, INC., §
§
Defendant. §

PROTECTIVE ORDER

1. Proceedings and Information Governed. This Order (“Protective Order”) is made under Rule 26(c) of the Federal Rules of Civil Procedure (“Fed. R. Civ. P.”).

This Protective Order applies to any document, information, or other tangible or intangible thing (collectively, “documents”) furnished by a party to any other party, as well as documents furnished by non-parties who receive subpoenas in connection with this action, if and when the documents are designated by a party or non-party as “Confidential Information” or “Highly Confidential Information” in accordance with the terms of this Protective Order. This Protective Order also applies to copies, excerpts abstracts, analyses, summaries, descriptions, or other forms of recorded information or data containing, reflecting, or disclosing all or parts of designated documents.

2. Designation and Maintenance of Documents and Information

A. “Confidential Information” designation means that the document contains trade secrets or commercial information not publicly known, which trade secrets or commercial

information is of technical or commercial advantage to its possessor, in accordance with Fed. R. Civ. P. 26(c)(7), or other information required by law or agreement to be kept confidential.

B. The "Highly Confidential Information" designation means that the document contains information that the producing party deems especially sensitive, which may include but is not limited to, confidential research and development, financial, technical, marketing, any other sensitive trade secret information, or information capable of being utilized for the preparation or prosecution of a patent application dealing with such subject matter.

C. "Confidential Information" and "Highly Confidential Information" does not include, and this Protective Order does not apply to, documents already in the knowledge or possession of the party to whom disclosure is made unless that party is already bound by an agreement not to disclose such information, or information that has been disclosed to the public or third persons in a manner making such information no longer confidential.

3. Documents Produced in Discovery and Depositions

A. Documents and things produced during the course of this litigation within the scope of paragraph 2(A) or 2(B) above, may be designated by the producing party as containing "Confidential Information" by placing on each page and each thing a legend substantially as follows:

CONFIDENTIAL INFORMATION
SUBJECT TO PROTECTIVE ORDER

Documents and things produced during the course of this litigation within the scope of paragraph 2(A) above may be designated by the producing party as containing "Highly Confidential Information" by placing on each page and each thing a legend substantially as follows:

HIGHLY CONFIDENTIAL INFORMATION
SUBJECT TO PROTECTIVE ORDER

B. Depositions

(i) For deposition testimony or exhibits to be entitled to protective under this Order, a party must designate the testimony and exhibits disclosed at a deposition as "Confidential Information" or "Highly Confidential Information" by requesting the reporter to so designate the transcript or any portion of the transcript at the time of the deposition.

(ii) If no such designation is made at the time of the deposition, any party has fourteen (14) days after delivery by the court reporter of the transcript of the deposition session to designate, in writing to the other parties and to the court reporter, what portions of the transcript and which exhibits the party designates as "Confidential Information" and "Highly Confidential Information."

(iii) During the transcription and following fourteen (14) day period after a deposition session, the transcript and exhibits must be treated as Highly Confidential Information, unless the disclosing party consents to less confidential treatment of the information.

(iv) Each party and the court reporter must attach a copy of any final and timely written designation notice to the transcript and each copy of the transcript in its possession, custody or control, and the portions designated in such notice must thereafter be treated in accordance with this Protective Order. It is the responsibility of counsel for each party to maintain materials containing Confidential Information or Highly Confidential Information in a secure manner and appropriately identified so as to allow access to such information only to such persons and under such terms as is permitted under this Protective Order.

(v) If no such designation is made at the deposition or within the fourteen (14) day period following delivery of the transcript, then the entire deposition will be considered devoid of Confidential Information or Highly Confidential Information.

4. Inadvertent Failure to Designate

A. The inadvertent failure to designate a document as "Confidential Information" or "Highly Confidential Information" will not be a waiver of a claim that the document contains confidential information, and will not prevent the producing party from designating such information as confidential at a later date in writing, so long as the designation is done with particularity.

B. In the event a producing party late designates a document as "Confidential Information" or "Highly Confidential Information," the document must be treated by the receiving party as confidential from the time of receipt of the notice of the "Confidential Information" or "Highly Confidential Information" designation.

5. Inadvertent Disclosure

A. If "Confidential Information" or "Highly Confidential Information" is disclosed to any person not authorized to receive such disclosure under this Order, the party responsible for such disclosure shall immediately notify the producing party of all known, relevant information concerning the nature and circumstances of the unauthorized disclosure. The party responsible for the unauthorized disclosure shall promptly take all reasonable measures to retrieve the improperly disclosed "Confidential Information" or "Highly Confidential Information" and to ensure that no further unauthorized disclosure or use is made of the material. Unauthorized or inadvertent disclosure does not change the status of the "Confidential Information" or "Highly Confidential

Information" or waive the producing party's right to claim that the disclosed document or information constitutes "Confidential Information" or "Highly Confidential Information."

B. As provided by Federal Rule of Evidence 502(d), a producing party's production of material that the party contends is entitled to be protected from disclosure by the attorney-client privilege or the work-product doctrine does not waive the applicable privilege or protection. Upon a request from any producing party who has inadvertently produced material that it believes is privileged or protected, each receiving party must immediately return such material and all copies to the producing party.

6. Challenges to Designations

A party's designation of documents "Confidential Information" or "highly Confidential Information" is not binding if the procedures below are followed:

A. A receiving party may challenge a producing party's designation at any time. Any receiving party may request in writing that the producing party change the designation. The producing party within fourteen (14) days after receipt of a written challenge, must advise the receiving party whether or not it will change the designation.

B. If the parties are unable to reach agreement after the expiration of this fourteen (14) day period, they will confer. If they cannot resolve the issue, the receiving party may seek an order to alter the confidential status of the designated information.

C. Until the presiding judge has ruled on a dispute under this paragraph, the "Confidential Information" or "Highly Confidential Information" designation will remain in full force and effect, and the document continues to be protected by this Protective Order.

7. Disclosure and Review of Source Code

A. Source Code that is produced by TechRadium, Inc. will be made available for inspection in electronic format at the Houston, Texas office of plaintiff TechRadium's outside counsel, The Mostyn Law Firm, or any other location mutually agreed on by the parties. Source Code that is produced by Twitter, Inc. will be made available for inspection at the Mountain View, California office of defendant's outside counsel, Fenwick & West LLP, or any other location mutually agreed on by the parties. Prior to the first inspection of any requested piece of Source Code, the requesting party will provide fifteen (15) days notice of the Source Code that it wishes to inspect. The Requesting Party will provide three (3) days notice prior to any additional inspections.

B. Source Code will be designated "Highly Confidential Information," and will only be viewed by those authorized individuals described above (parties' outside counsel, experts, and those agreed on in writing). Source Code will be produced in electronic format along with any necessary software to enable the requesting party to view the source code in the way it is maintained in the ordinary course of business. Source Code will be maintained by the receiving party's outside counsel at their law offices and will not be disseminated outside the law office.

C. A party producing Source Code will be permitted to give written notice to the Receiving Party that the Receiving Party must conduct its inspection and review of such Source Code in accordance with any or all of the following provisions:

(i) All Source Code shall be made available by the Producing Party to the Receiving Party's outside counsel and/or experts in a private room on a secured computer without Internet access or network access to other computers, as necessary and appropriate to prevent and protect against any unauthorized copying, transmission, removal or other transfer of any Source Code

outside or away from the computer on which the Source Code is provided for inspection (the "Source Code Computer"). The Producing Party must produce Source Code in the form in which it is kept in the ordinary course of the Producing Party's business. In particular, if the Producing Party has any copy of Source Code in computer-searchable format, it will load such searchable Source Code on the secured computer. In addition, the Producing Party will install tools that are sufficient for viewing and searching the Source Code produced, on the platform produced, if such tools exist and are presently used in the ordinary course of the Producing Party's business. The Receiving Party's outside counsel and/or experts may request that additional software tools for viewing and searching Source Code (commercial or proprietary) be installed on the secured computer for the Receiving Party to perform its review of the Source Code. The Receiving Party must provide the Producing Party with the CD or DVD containing such licensed software tool(s) at least five (5) days in advance of the date on which the Receiving Party wishes to have the additional software tools available for use on the Source Code Computer. The Receiving Party's outside counsel and/or experts may create a back-up copy of the Source Code on the stand-alone computer. They may use the searching tools to annotate and number the lines of the back-up copy of the code. The back-up copy will remain on the stand-alone computers and be subject to all of the provisions of this Order governing Source Code.

(ii) A list of names of persons who will view the Source Code will be provided to the Producing Party in conjunction with any written (including email) notice requesting inspection. All persons who will view the Source Code must comply with the provisions set forth in Paragraph 7(E) prior to viewing the source code. The Producing Party has the right to object to a person who will view the Source Code according to the provisions set forth in Paragraph 7(E).

(iii) Other than as provided in Paragraph 6(b)(i) through 6(b)(ii) above, the Receiving Party will not copy, remove, or otherwise transfer any Source Code from the Source Code Computer including, without limitation, copying, removing, or transferring the Source Code onto any other computers or peripheral equipment. The Receiving Party will not transmit any Source Code in any way from the Producing Party's facilities or the offices of its outside counsel of record.

(iv) The Receiving Party's outside counsel of record may make no more than ten (10) copies of any portions of the Source Code received from a Producing Party pursuant to this paragraph, not including copies attached to court filings or used at depositions. The Receiving Party's outside counsel of record will maintain a log of all paper copies of the Source Code made by the Receiving Party. The log will include the names of the reviewers and/or recipients of paper copies and locations where the paper copies are stored. A copy of the log must be made available for inspection by the Producing Party at the Producing Party's request.

(v) The Receiving Party's outside counsel or record and any person receiving a copy of any Source Code will maintain and store any paper copies of the Source Code at their offices in a manner that prevents duplication of or unauthorized access to the Source Code, including, without limitation, storing the Source Code in a locked room or cabinet at all times when it is not in use.

(vi) All paper copies of Source Code must be securely destroyed in a timely manner if they are no longer in use (e.g., at the conclusion of a deposition). Copies of Source Code that are marked as deposition exhibits will not be provided to the Court Reporter or attached to deposition transcripts; rather, the deposition record will identify the exhibit by its production numbers.

(vii) Except as provided in this subparagraph, absent express written permission from the Producing Party, the Receiving Party may not create electronic images, or any other images, or make electronic copies, of the Source Code from any paper copy of Source Code for use in any manner (including by way of example only, the Receiving Party may not scan the Source Code to a PDF or photograph the code). Images or copies of Source Code will not be included in correspondence between the parties (references to production numbers will be used instead), and will be omitted from pleadings and other papers whenever possible. If a party reasonably believes that it needs to submit a portion of Source Code as part of a filing with the court, the Source Code will be filed under seal pursuant to the Local Rules of the Southern District of Texas. In no case however may a Party submit more Source Code as part of a filing with this court than is necessary to argue the precise point that the Source Code supports, and any Source Code that is included on the pages submitted but which is not required to argue the precise point that the Source Code supports will be redacted. The court filing or other materials containing any portion of Source Code (paper or electronic) will at all times be limited solely to individuals who are expressly authorized to view Source Code under the provisions of this Order. The Receiving Party will maintain a log of all such electronic copies of any portion of Source Code in its possession or in the possession of its retained consultants, including the names of the reviewers and/or recipients of any such electronic copies, and the locations where the electronic copies are stored. A copy of the log must be made available for inspection by the Producing Party at the Producing Party's request. Additionally, any such electronic copies must be labeled "HIGHLY CONFIDENTIAL INFORMATION" as provided for in this Order.

8. Disclosure and Use of Confidential Information

A. Information designated as “Confidential Information” or “Highly Confidential Information” may only be used for purposes of preparation, trial, and appeal of this action. “Confidential Information” or “Highly Confidential Information” may not be used under any circumstances for prosecuting any patent application, for patent licensing, or for any other purpose.

B. Absent the written consent of the Producing Party, any counsel (outside or in-house) for any Party that receives access to Protected Materials will not be involved in any of the following activities: preparing, prosecuting, drafting, editing, and/or amending of patent applications, specifications, claims, and/or responses to office actions relating to systems or methods for messaging or notifying multiple users, before any foreign or domestic agency, including the United States Patent and Trademark Office. This bar is not intended to preclude counsel from participating in reexamination proceedings on behalf of a Party challenging the validity of a patent, where counsel will not be involved in crafting claims, but it is intended to preclude counsel from participating directly or indirectly in reexamination proceedings on behalf of a patentee. This prohibition will begin when access to Protected Materials is first received by the affected individual, and will end two (2) years after the final resolution of this action, including all appeals.

C. Subject to paragraphs 10 and 13 below, “Confidential Information” may be disclosed by the receiving party only to the following individuals, provided that such individuals are informed of the terms of this Protective Order: (a) two employees of the receiving party who are required in good faith to provide assistance in the conduct of this litigation, including any settlement discussions, and who are identified as such in writing to counsel for the designating party in advance of the disclosure; (b) two in-house counsel who are identified by the receiving party; (c) outside

counsel of record for the receiving party; (d) supporting personnel employed by (b) and (c), such as paralegals, legal secretaries, data entry clerks, legal clerks, and private photocopying services; (e) experts of consultants; and (f) any persons requested by counsel to furnish services such as document coding, image scanning, mock trial, jury profiling, translation services, court reporting services, demonstrative exhibit preparation, or the creation of any computer database from documents.

D. Subject to paragraphs 10 and 13 below, "Highly Confidential Information" may be disclosed by the receiving party only to the following individuals, provided that such individuals are informed of the terms of this Protective Order: (a) outside counsel of record for the receiving party; (b) supporting personnel employed by outside counsel, such as paralegals, legal secretaries, data entry clerks, legal clerks, private photocopying services; (c) experts or consultants; and (d) those individuals designated in paragraph 7(G)(c) below.

E. Further, prior to disclosing "Confidential Information" or "Highly Confidential Information" to a receiving party's proposed expert, consultant, or employees, the receiving party must provide to the producing party a signed Confidentiality Agreement in the form attached as Exhibit A, the resume or curriculum vitae of the proposed expert or consultant, the expert or consultant's business affiliation, and any current and past consulting relationships in the industry. The producing party will thereafter have fourteen (14) days from receipt of the Confidentiality Agreement to object to any proposed individual. The objection must be made for good cause and in writing, stating with particularity the reasons for the objection. Failure to object within fourteen (14) days constitutes approval. If the parties are unable to resolve any objection, the receiving party may apply to the presiding judge to resolve the matter. There will be no disclosure to any proposed individual during the fourteen (14) day objection period, unless that period is waived by the

producing party, or if any objection is made, until the parties have resolved the objection, or the presiding judge has ruled on any resultant motion.

F. Counsel is responsible for the adherence by third-party vendors to the terms and conditions of this Protective Order. Counsel may fulfill this obligation by obtaining a signed Confidentiality Agreement in the form attached as Exhibit B.

G. "Confidential Information" or "Highly Confidential Information" may be disclosed to a person who is not already allowed access to such information under this Protective Order if: (a) the information was previously received or authored by the person or was authored or received by a director, officer, employee or agent of the company for which the person is testifying as a designee under Fed. R. Civ. P. 30(b)(6); (b) the designating party is the person or is a party for whom the person is a director, officer, employee, consultant or agent; or (c) counsel for the party designating the material agrees that the material may be disclosed to the person.

In the event of disclosure under this section 7(G), only the reporter, the person, his or her counsel, the presiding judge, and persons to whom disclosure may be made and who are bound by this Protective Order, may be present during the disclosure or discussion of Confidential Information.

Disclosure of material pursuant to this section 7(G) does not constitute a waiver of the confidential status of the material so disclosed.

9. Legal Advice Based on Protected Material

Nothing in this Order will be construed to prevent counsel from advising their clients with respect to this litigation in whole or in part upon Protected Materials, provided counsel does not disclose the Protected Material itself or disclose the detailed substance of the Highly Confidential

Information or more information from Highly Confidential Material than is necessary for the rendition of legal advice.

10. Limitations

Nothing in this Order will restrict in any way a Producing Party's use or disclosure of its own Protected Material. Nothing in this Order will restrict in any way the use or disclosure of Discovery Material by a Receiving Party: (a) that is or has become publicly known through no fault of the Receiving Party; (b) that is lawfully acquired by or known to the Receiving Party independent of the Producing Party; (c) previously produced, disclosed and/or provided by the Producing Party to the Receiving Party or a non-party without an obligation of confidentiality and not by inadvertence or mistake; (d) with the consent of the Producing Party; or (e) pursuant to Order of the court.

11. Non-Party Information

The existence of this Protective Order must be disclosed by any person producing documents, tangible things, or testimony in this action who may reasonably be expected to desire confidential treatment for such documents, tangible things or testimony. Any such person may designate documents, tangible things, or testimony confidential pursuant to this Protective Order.

12. Filing Documents With the Court

A. Request to File Entire Document Under Seal. Counsel seeking to file an entire document under seal must: (1) file and serve an Administrative Motion to File Under Seal accompanied by a declaration establishing that the entire document is sealable; (2) lodge with the clerk and serve a proposed order sealing the document; (3) lodge with the clerk and serve the entire document, contained in an 8 1/2-inch by 11-inch sealed envelope or other suitable sealed container, with a cover sheet affixed to the envelope or container with the following label, followed by the

name, address, telephone number, facsimile ("fax") telephone number, e-mail address and state bar number of counsel presenting the paper for filing.

CONFIDENTIAL INFORMATION

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

TECHRADIUM, INC.

Plaintiff

288

VS.

No. 4:09-cv-02490

TWITTER, INC.,

88

Defendant.

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**This envelope, which is being filed under seal,
contains documents that are subject to a Protective Order
governing the use of confidential discovery material.**

(4) lodge with the clerk for delivery to the Judge's chambers a second copy of the entire document, in an identical labeled envelope or container.

B. Request to File a Portion of a Document Under Seal. If only a portion of a document is sealable, counsel seeking to file that portion of the document under seal must: (1) file and serve an Administrative Motion to File Under Seal accompanied by a declaration establishing that a portion of the document is sealable; (2) lodge with the clerk and serve a proposed order that is narrowly tailored to seal only the portion of the document which is claimed to be sealable; (3) lodge with the clerk and serve the entire document, contained in an 8 1/2-inch by 11-inch envelope or other suitable sealed container, with a cover sheet affixed to the envelope or container with the information and caption as described in section 12(A)(3) above. The sealable portions of the document must be

identified by notations or highlighting within the text; (4) lodge with the clerk for delivery to the Judge's chambers a second copy of the entire document, in an identical labeled envelope or container, with the sealable portions identified; (5) lodge with the clerk and serve a redacted version of the document that can be filed in the public record if the court grants the sealing order.

C. Filing a Document Designated Confidential by Another Party. If a party wishes to file a document that has been designated confidential by another party pursuant to a protective order, or if a party wishes to refer in a memorandum or other filing to information so designated by another party, the submitting party must file and serve an Administrative Motion for a sealing order and lodge the document, memorandum or other filing in accordance with this rule. If only a portion of the document, memorandum or other filing is sealable, the submitting party must also lodge with the court a redacted version of the document, memorandum or other filing to be placed in the public record if the court approves the requested sealing order. Within 7 days thereafter, the designating party must file with the court and serve a declaration establishing that the designated information is sealable, and must lodge and serve a narrowly tailored proposed sealing order, or must withdraw the designation of confidentiality. If the designating party does not file its responsive declaration as required by this subsection, the document or proposed filing will be made part of the public record.

D. Request Denied. If a request to file under seal is denied in part or in full, neither the lodged document nor any proposed redacted version will be filed. The clerk will notify the submitting party, hold the lodged document for three days for the submitting party to retrieve it, and thereafter, if it is not retrieved, dispose of it. If the request is denied in full, the submitting party may retain the document and not make it part of the record in the case, or, within 4 days, resubmit the

document for filing in the public record. If the request is denied in part and granted in part, the party may resubmit the document in a manner that conforms to the court's order and this rule.

E. Effect of Seal. Unless otherwise ordered by this court, any document filed under seal will be kept from public inspection, including inspection by attorneys and parties to the action, during the pendency of the case. Any document filed under seal in a civil case will be open to public inspection without further action by the court 10 years from the date the case is closed. However, a party that submitted documents that the court placed under seal in a case may, on showing good cause at the conclusion of the case, seek an order that would continue the seal until a specific date beyond the 10 years provided by this rule. Nothing in this rule is intended to affect the normal records destruction policy of the United States Courts. The chambers copy of sealed documents will be disposed of in accordance with the assigned Judge's discretion. Ordinarily these copies will be recycled, not shredded, unless special arrangements are made.

13. No Prejudice

Producing or receiving "Confidential Information" or "Highly Confidential Information," or otherwise complying with the terms of this Protective Order, will not: (a) operate as an admission by any party that any particular "Confidential Information" or "Highly Confidential Information" contains or reflects trade secrets or any other type of confidential or proprietary information; (b) prejudice the rights of a party to object to the production of information or material that the party does not consider to be within the scope of discovery; (c) prejudice the rights of a party to seek a determination by the presiding judge that particular materials be produced; (d) prejudice the rights of a party to apply to the presiding judge for further protective orders; or (e) prevent the parties from

agreeing in writing to alter or waive the provisions or protections provided for in this Protective Order with respect to any particular information or material.

14. Conclusion of Litigation

Within 60 days after final judgment in this action, including the exhaustion of all appeals, or within 60 days after dismissal pursuant to a settlement agreement, each party or other person subject to the terms of this Protective Order is under an obligation to destroy or return to the producing party all materials and documents containing "Confidential Information" or "Highly Confidential Information," and to certify to the producing party that this destruction or return has been done. However, outside counsel for any party is entitled to retain all court papers, trial transcripts, exhibits, and attorney work provided that any such materials are maintained and protected in accordance with the terms of this Protective Order.

15. Other Proceedings

By entering this Protective Order and limiting the disclosure of information in this case, the presiding judge does not intend to preclude another court from finding that information may be relevant and subject to disclosure in another case. Any person or party subject to this Protective Order who may be subject to a motion to disclose another party's information designated "Confidential" or "Highly Confidential" pursuant to this Protective Order must promptly notify that party of the motion so that the party may have an opportunity to appear and be heard on whether that information should be disclosed.

16. Remedies

It is ordered that this Protective Order will be enforced by the sanctions set forth in Fed. R. Civ. P. 37(a) and any other sanctions as may be available to the presiding judge, including the power to hold parties or other violators of this Protective Order in contempt. All other remedies available to any person injured by a violation of this Protective Order are fully reserved.

17. Relief from Protective Order

Any party may petition the presiding judge for good cause shown if the party desires relief from a term or condition of this Protective Order.

SIGNED on February 8, 2010, at Houston, Texas.



Lee H. Rosenthal
United States District Judge

Exhibit A

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

TECHRADIUM, INC.,

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Plaintiff

VS.

NO. 4:09-cv-02490

TWITTER, INC.,

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Defendant.

**CONFIDENTIALITY AGREEMENT FOR EXPERT,
CONSULTANT OR EMPLOYEES OF ANY PARTY**

I, _____, under penalty of perjury, 28 U.S.C. § 1746, that:

1. Information, including documents and things, designated as "Confidential Information" or "Highly Confidential Information," as defined in the Protective Order entered in the above-captioned action ("Protective Order"), is being provided to me pursuant to the terms and restrictions of the Protective Order.

2. I have been given a copy of and have read the Protective Order.

3. I am familiar with the terms of the Protective Order and I agree to comply with and to be bound by its terms.

4. I submit to the jurisdiction of the United States District Court for the Southern District of Texas for enforcement of the Protective Order.

5. I agree not to use any "Confidential Information" or "Highly Confidential Information" disclosed to me pursuant to the Protective Order except for purposes of the above-captioned litigation and not to disclose any of this information to persons other than those specifically authorized by the Protective Order, without the express written consent of the party who designated the information as confidential or by order of the presiding judge.

6. I also agree to notify any stenographic, clerical or technical personnel who are required to assist me of the terms of this Protective Order and of its binding effect on them and me.

7. I understand that I am to retain all documents or materials designated as or containing "Confidential Information" or "Highly Confidential Information" in a secure manner, and that all such documents and materials are to remain in my personal custody until the completion of my assigned duties in this matter, whereupon all such documents and materials,

including all copies thereof, and any writings prepared by me containing any "Confidential Information" or "Highly Confidential Information" are to be returned to counsel who provided me with such documents and materials.

Signed at _____, _____, this _____, day of _____, 20__.

Signature

Exhibit B

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

TECHRADIUM, INC.,

Plaintiff

vs.

TWITTER, INC.,

Defendant.

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NO. 4:09-cv-02490

CONFIDENTIALITY AGREEMENT FOR THIRD-PARTY VENDORS

I, _____, under penalty of perjury, 28 U.S.C. § 1746, that:

1. Information, including documents and things, designated as "Confidential Information" or "Highly Confidential Information" as defined in the Protective Order entered in the above-captioned action ("Protective Order"), is being provided to me pursuant to the terms and restrictions of the Protective Order.

2. I have been given a copy of and have read the Protective Order.

3. I am familiar with the terms of the Protective Order and I agree to comply with and to be bound by its terms.

4. I submit to the jurisdiction of the United States District Court for the Southern District of Texas for enforcement of the Protective Order.

5. I agree not to use any Confidential Information or Highly Confidential Information disclosed to me pursuant to the Protective Order except for purposes of the above-captioned litigation and not to disclose any of this information to persons other than those specifically authorized by the Protective Order, without the express written consent of the party who designated the information as confidential or by order of the presiding judge.

Signed at _____, _____, this _____, day of _____, 20____.

Signature