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IN THE UNITED STATES DISTRICT COURT
DISTRICT OF UTAH, CENTRAL DIVISION

<p>PUBLIC ENGINES, INC., a Delaware corporation, Plaintiff, vs. REPORTSEE, INC., a Delaware corporation, Defendant.</p>

PROTECTIVE ORDER

Case No. 2:10-cv-317

Judge Tena Campbell

Based on the parties' Stipulated Motion for Entry of Protective Order, IT IS HEREBY
ORDERED that:

1. The parties to this action may designate documents, deposition testimony, and other information they produce in this action as “Confidential” or “Attorneys Eyes Only,” as provided herein. Information designated as “Confidential” or “Attorneys Eyes Only” is collectively referred to as “Confidential Information”.

2. Designations for Confidential Information shall be made in good faith and only where there is a legitimate basis for providing such protection to the information at issue, such as where the information is confidential, proprietary, or trade secret information, or where disclosure to the opposing party or use of the information for purposes other than this action may cause competitive injury or harm to the producing party. Designations of “Attorneys Eyes Only” shall be used judiciously and limited to information that merits greater protection than information designated as “Confidential.” In the event information is requested that requires additional protection beyond what is provided for in this Order, the parties shall meet and confer in good faith regarding such additional protections. If the parties are unable to agree, the producing party may seek additional protections from the Court.

3. Confidential Information shall be used solely for the purpose of this action and for no other purpose, including without limitation any business or competitive purpose, and shall not be disclosed to any person except as permitted by this Order. Information designated as “Confidential” may be disclosed by the receiving party only to the parties to this action, their counsel of record, retained experts, a person the document identifies as an author, recipient and/or addressee of such document, and to the extent reasonably necessary any witness at deposition or trial provided such witness agrees to maintain the information in

confidence and also provided that the producing party does not object to said disclosure to said witness. Where the producing party objects to disclosure to a witness of information designated "Confidential" by the producing party, the affected Confidential Information shall not be disclosed to said witness absent an order from the Court permitting said disclosure. Information designated as "Attorneys Eyes Only" may be disclosed by the receiving party only to counsel of record in this action, to retained experts, or to a person the document identifies as an author, recipient and/or addressee of such document. Other persons may be given access to Confidential Information by agreement of the parties or Court order.

4. Nothing in this Order precludes a party from disclosing Confidential Information as may be necessary to support staff for counsel of record or retained experts, court reporters, or persons hired for duplication and document processing.

5. The inadvertent, unintentional, or in camera disclosure of Confidential Information shall not generally be deemed a waiver, in whole or in part, of any party's claims of confidentiality. The inspection of documents prior to copying by opposing counsel likewise shall not be deemed a waiver of any claims of confidentiality, and designations may be made after such inspection when the documents are produced.

6. This Order has no effect upon, and its scope shall not extend to, any party's use of its own Confidential Information.

7. The parties expressly agree and acknowledge that any information that was placed before the public prior to the date of this Protective Order or was lawfully obtained other than through discovery shall not constitute "Confidential Information" hereunder notwithstanding that such information may also fall into one of the foregoing categories.

8. If a non-party to this action produces information in this action in a deposition, in response to a subpoena, or otherwise, that non-party may designate such information as Confidential Information as provided in this Order, and the parties shall be bound by the terms of this Order with respect to that information.

9. Any retained expert receiving Confidential Information shall be shown a copy of this Order and shall sign an agreement in the form attached hereto as Exhibit "A" agreeing to be bound by this Order. If a retained expert is employed by or primarily affiliated with a competitor of the parties, disclosure of another party's Confidential Information to that expert may be made only by agreement of the parties or Court order.

10. If a party believes that Confidential Information has been improperly designated, the party shall first make a good faith effort to resolve such a dispute with opposing counsel. In the event that such a dispute cannot be resolved by the parties, the challenging party may provide written notice to counsel for the designating party that the dispute will need to be resolved by the Court. Such written notice shall set forth the challenged documents with specificity, and provide a meaningful explanation of the basis for the challenge. Upon receipt of that written notice, the designating party must within ten (10) business days file a motion asking the Court to review the information and determine whether it should be designated as "Confidential" or "Attorneys Eyes Only." The burden rests on the designating party to demonstrate that such designation is proper. While any such motion is pending, the information at issue shall continue to be treated as originally designated. If the

designating party fails to file such a motion within the specified period of time, the information shall no longer be treated as Confidential Information.

11. A party may designate specific portions of a deposition transcript as Confidential Information in accordance with this Order. Such designations may be made at any time during deposition testimony, and may also be made following the conclusion of the deposition until fourteen (14) days have passed from the date that the designating party receives the final deposition transcript. If made after the deposition has concluded, such designations shall be made in writing and served upon all counsel. Deposition transcripts shall be treated as "Attorneys Eyes Only" in their entirety at all times until this fourteen-day period has elapsed, unless all parties agree otherwise or indicate that their designations are complete. Following this fourteen-day period, only those portions specifically designated as Confidential Information shall be treated as such.

12. During a deposition, if testimony is designated as "Confidential" or "Attorneys Eyes Only," or if exhibits are used that are designated as "Confidential" or "Attorneys Eyes Only," counsel may request that any persons not entitled to receive such information under this Order leave the deposition room during that portion of the deposition. In the event of any dispute, the individual(s) shall leave the room, but this departure shall not waive any party's right or ability to request disclosure of the Confidential Information to the excluded individual(s) thereafter.

13. If Confidential Information is filed with the Court, counsel shall file documents and portions of memoranda or other filings containing or disclosing the substance of such

Confidential Information under seal, in an envelope indicating that its contents are subject to a Protective Order. If Confidential Information is discussed or offered in evidence during trial or any hearing in this action, the Court may clear the courtroom of any individuals not entitled to receive such Confidential Information under this Order, and the relevant portions of any transcript or video recording of such proceedings will be treated by the Parties as Confidential Information under this Order.

14. If any party is served with a subpoena or similar process from any person or entity directing that party to produce Confidential Information, counsel for that party served with the subpoena or similar process shall immediately give counsel for the designating party written notice of the fact of such service to provide the designating party an opportunity to seek a protective order or other appropriate relief prior to the production of any Confidential Information by the party served.

15. Except as may be expressly allowed by this Protective Order, under no circumstances shall any person or other entity who gains access to any Confidential Information pursuant to the terms of the Order use Confidential Information as a basis for initiating or suggesting any other litigation, an investigation, or the issuance of compulsory process by any Federal, State, District of Columbia or local law enforcement agency or any representative thereof or any administrative, professional licensing board or any representative thereof.

16. Within 30 days of the entry of a final, non-appealable judgment or settlement in this matter, all originals and copies of documents constituting or containing any Confidential Information shall be returned to the producing party or destroyed, unless otherwise agreed by the parties.


17. The agreement of the parties embodied in this Order does not constitute an admission or agreement that any Confidential Information is subject to discovery or is admissible as evidence in this case.

18. Nothing in this Order shall prevent any party from seeking modification of this Order by the Court. In the event there is a conflict between the provisions of this Order and the provisions of any Scheduling Order or Rule 26(f) report governing pre-trial discovery, the provisions of this Order shall control.

19. The provisions of this Order shall survive and remain in full force and effect after entry of final judgment (including any appellate proceedings) in this case, whether by settlement or litigation. The Court shall maintain continuing jurisdiction to enforce, modify, or dissolve this Order, and shall retain discretion to impose appropriate sanctions, if any, for violations of this Order. The parties stipulate and agree that a violation of this Order will not give rise to a claim for civil damages against the party or person violating the Order. Any penalty for violation of this Order shall be in the discretion of the Court.

DATED this 4th day of May 2010.

BY THE COURT:



Honorable Tena Campbell
U.S. District Court Judge
signature

EXHIBIT "A"

IN THE UNITED STATES DISTRICT COURT
DISTRICT OF UTAH, CENTRAL DIVISION

PUBLIC ENGINES, INC., a Delaware corporation,

Plaintiff,

vs.

REPORTSEE, INC., a Delaware corporation,

Defendant.

**AGREEMENT AND
UNDERTAKING REGARDING
CONFIDENTIALITY**

Case No. 2:10-cv-317

Judge Tena Campbell

I, _____, declare, agree, and undertake as follows:

1. My address is _____

2. My present employer is _____

3. My present occupation or job description is _____

4. I have received a copy of the PROTECTIVE ORDER entered by the Court in the above-referenced matter.

5. I have carefully read and understand the provisions of the PROTECTIVE ORDER.

6. I understand that the PROTECTIVE ORDER is binding upon me and I will comply with all of the provisions thereof.

7. I will hold in confidence, will not disclose to anyone not qualified under the PROTECTIVE ORDER, and will use only for purposes of this action any Confidential Information which is disclosed to me.

8. I will return all confidential material which comes into my possession, and documents or things which I have prepared relating thereto, to counsel for the party by whom I am employed or retained.

9. I hereby submit to the jurisdiction of the Court for the purposes of enforcement of the PROTECTIVE ORDER in this action.

10. I understand that this Agreement will be kept by the counsel that obtained my signature and may be produced upon order of the Court.

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

EXECUTED this ____ day of _____ 2010.
