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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

PRINCETON DIGITAL IMAGE CORPORATION,

Movant,

v.

MICROSOFT CORPORATION,

Respondent.

NO.

[Original action pending in U.S. District Court for the Eastern District of Texas, PDIC v. Canon, Case No. 2:10-cv-29 JRG]

[PROPOSED]

PROTECTIVE ORDER

NOTE ON CALENDAR:
January 13, 2012

The Court enters the following Protective Order to facilitate document disclosure and production under the Local Rules of this Court and the Federal Rules of Civil Procedure. This Order shall remain in effect pursuant to ¶ 15 through the conclusion of the underlying litigation currently pending before the United States District Court for the Eastern District of Texas captioned *Princeton Digital Image Corporation v. Canon, Inc., et al.*, No. 2:10-cv-00029-TJW (the “underlying litigation”) or, in the event that the underlying litigation is transferred to another jurisdiction, the completion of litigation in that jurisdiction.

In support of this Order, this Court finds that:

1 Princeton Digital Corporation (“PDIC”) served Microsoft Corporation (“Microsoft”)
2 with a subpoena pursuant to which Confidential Information is likely to be disclosed or
3 produced.

4 Microsoft asserts that public dissemination and disclosure of Confidential Information
5 could severely injure or damage it and could place it at a competitive disadvantage;

6 Counsel for PDIC is presently without sufficient information to accept the
7 representation(s) made by Microsoft as to the confidential, proprietary, and/or trade secret
8 nature of such Confidential Information; and

9 To protect the respective interests of Microsoft and to facilitate the progress of
10 disclosure and discovery pursuant to PDIC’s subpoena, the following Order should issue:

11 **IT IS THEREFORE ORDERED THAT:**

12 1. Any document, electronically stored information (“ESI”), or thing being
13 produced or disclosed by Microsoft that Microsoft reasonably and in good faith believes
14 constitutes or discloses a trade secret or other proprietary or confidential business, technical,
15 sales, marketing, financial, or other commercial information that Microsoft would not disclose
16 to third parties or that it would cause third parties to maintain in confidence, Microsoft may
17 designate such document, ESI, or thing “Confidential” (collectively “Confidential
18 Information”). Hereinafter, for purposes of this Order, the term “document” or “Document”
19 also includes ESI.

20 Confidential Information may further include, but is not limited to: technical
21 information such as product design and operation and manufacturing techniques or processing
22 information, trade secrets, formulas, research and development information, source code, object
23 code, sales and cost information, pricing information, patent license agreements, information
24 that was generated in connection with, or reveals the content of, patent licensing negotiations,
25 information that Microsoft has treated as confidential and is not subject to public disclosure,
26 information within the definition of trade secret as set forth in Section 1(4) of the Uniform
27

1 Trade Secrets Act (1985), and any other information that would qualify as confidential pursuant
2 to Rule 26(c) of the Federal Rules of Civil Procedure or any other legal standard.

3 Confidential Information shall not include information or material that (a) was, is, or
4 becomes public in a manner other than by violation of this Order; (b) is acquired by PDIC from
5 a third party having the right to disclose such information or material; (c) was already lawfully
6 possessed by PDIC before the disclosure by Microsoft; or (d) was independently developed by
7 PDIC by personnel who did not receive or have access to Microsoft's Confidential Information.

8 2. **Protected Documents.** Documents, discovery responses, and any other
9 physical object containing Confidential Information produced by a Designating Party are
10 referred to herein collectively as "Protected Documents."

11 3. **Designation.** Protected Documents designated as "CONFIDENTIAL" may
12 include, but are not limited to, confidential technical, marketing, business and trade information
13 unknown to the public. Protected Documents designated as "OUTSIDE COUNSEL ONLY"
14 shall include, but are not limited to, highly confidential and sensitive information related to
15 research, development, design, sales, marketing, manufacturing or other activities that
16 Microsoft reasonably and in good faith believes is so highly sensitive that its disclosure to
17 persons other than those specified in ¶ 6 could reasonably be expected to result in injury to
18 Microsoft. Protected Documents designated as "CONFIDENTIAL-OUTSIDE COUNSEL
19 ONLY-SOURCE CODE" shall include Confidential Information described in Exhibit C. The
20 identification of Protected Documents with any of these designations is referred to herein as
21 "Confidential Designation" or "Designated Under This Protective Order."

22 Microsoft may make Confidential Designations on such Protected Documents for which
23 Microsoft believes in good faith that there is a right to confidential treatment under Rule 26 of
24 the Federal Rules of Civil Procedure or this Order consistent with the designation level.

25 Microsoft represents that such information does exist, and that it has historically maintained
26 such informational confidential in the ordinary course of business, and will continue to do so.

1 If it comes to Microsoft's attention that Protected Documents that it designated for
2 protection do not qualify for protection at all, or do not qualify for the level of protection
3 initially asserted, Microsoft must promptly notify PDIC that it is withdrawing the mistaken
4 designation.

5 4. **General Use and Disclosure of Confidential Information.** Confidential
6 Information, whether embodied in a Protected Document or not, shall not be used or revealed,
7 shown, disseminated, copied, or in any way communicated to anyone by PDIC for any purpose
8 whatsoever, except as provided herein.

9 5. **Use and Disclosure of "CONFIDENTIAL" Documents.** Protected
10 Documents designated as "CONFIDENTIAL" and any information contained therein may be
11 revealed or shown only for purposes of the underlying litigation to the following persons or
12 entities:

- 13 a. This Court and its personnel;
- 14 b. The Court presiding over the underlying litigation and its personnel;
- 15 c. Outside Counsel for PDIC (as used herein, "Outside Counsel" shall
16 mean attorneys retained to represent any party in this miscellaneous
17 action and the underlying litigation);
- 18 d. Employees of such Outside Counsel (excluding experts, consultants, and
19 investigators) assigned to and necessary to assist such counsel in the
20 preparation and trial of this litigation;
- 21 e. Employees of PDIC who are reasonably necessary for development and
22 presentation of the claims or defenses in the underlying litigation;
- 23 f. Employees of any professional photocopy service or graphics design
24 service, legal interpreters or translators, or jury consultants (including
25 mock jurors, focus group members, and the like) used by Outside
26 Counsel;
- 27 g. Court reporters taking testimony in this miscellaneous action and the
underlying litigation and their necessary stenographic, videographic, and
clerical personnel;
- h. Any author or recipient (actual or reasonably believed) of such Protected
Documents designated as "CONFIDENTIAL";

- 1 i. Personnel of third party vendors engaged by PDIC or by Outside
2 Counsel to assist in (i) the coding, imaging, or other management of
3 documents produced in discovery in the underlying litigation; (ii) the
4 preparation of demonstrative exhibits or other visual aids for
5 presentation at a hearing or trial; or (iii) jury research and analysis,
6 provided that such personnel of third party vendors shall not be
7 employees of a party;
- 8 j. Any independent consultant, investigator, or expert retained by, or at the
9 direction of, PDIC or its Outside Counsel to assist in the preparation for
10 the underlying litigation or to testify at trial or other hearing, provided
11 that the Protected Documents or any information contained therein
12 disclosed to the independent consultant, investigator, or expert pertain to
13 the expected consultation or testimony of such person. The Protected
14 Documents may be shown to assistants and staff associated with and
15 acting under the supervision of such independent consultant,
16 investigator, or expert; and
- 17 k. To Outside Counsel for the defendants in the underlying litigation and
18 employees of the defendants in the underlying litigation who are
19 reasonably necessary for development and presentation of the claims or
20 defenses in the underlying litigation. If “Confidential” documents are
21 disclosed to Outside Counsel or defendants’ employees in the underlying
22 litigation, such disclosure shall be done pursuant to an appropriate
23 protective order entered in the underlying litigation and subject to the
24 same, equivalent, or more restrictive confidentiality designation as the
25 designation chosen by Microsoft pursuant to this Order.

17 **6. Use and Disclosure of “OUTSIDE COUNSEL ONLY” Documents.**

18 Protected Documents designated as “OUTSIDE COUNSEL ONLY” and any information
19 contained therein may be revealed or shown only for purposes of the underlying litigation to
20 the following persons or entities:

- 21 a. This Court and its personnel;
- 22 b. The Court presiding over the underlying litigation and its personnel;
- 23 c. Outside Counsel for PDIC
- 24 d. Employees of such Outside Counsel (excluding experts, consultants, and
25 investigators) assigned to and necessary to assist such counsel in the
26 preparation and trial of this litigation;
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- 1 e. Employees of any professional photocopy service or graphics design
2 service, legal interpreters or translators, or jury consultants (including
3 mock jurors, focus group members, and the like) used by counsel;
- 4 f. Court reporters taking testimony in this miscellaneous action and the
5 underlying litigation and their necessary stenographic, videographic, and
6 clerical personnel;
- 7 g. Any author or recipient (actual or reasonably believed) of such Protected
8 Documents designated as “CONFIDENTIAL”;
- 9 h. Personnel of third party vendors engaged by PDIC or by Outside
10 Counsel for a party to assist in (i) the coding, imaging, or other
11 management of documents produced in discovery in the underlying
12 litigation; (ii) the preparation of demonstrative exhibits or other visual
13 aids for presentation at a hearing or trial; or (iii) jury research and
14 analysis, provided that such personnel of third party vendors shall not be
15 employees of a party;
- 16 i. Any independent consultant, investigator, or expert retained by, or at the
17 direction of, PDIC or its Outside Counsel to assist in the preparation for
18 this litigation or to testify at trial or other hearing, provided that the
19 Protected Documents or any information contained therein disclosed to
20 an independent consultant, investigator, or expert pertain to the expected
21 consultation or testimony of such person. The Protected documents may
22 be shown to assistants and staff associated with and acting under the
23 supervision of such independent consultant, investigator, or expert; and
- 24 j. To Outside Counsel for the defendants in the underlying litigation. If
25 “Outside Counsel Only” documents are disclosed to Outside Counsel in
26 the underlying litigation, such disclosure shall be done pursuant to an
27 appropriate protective order entered in the underlying litigation and
subject to the same, equivalent, or more restrictive confidentiality
designation as the designation chosen by Microsoft pursuant to this
Order.

21 **7. Filings With This Court.** Protected Documents that have been designated
22 “CONFIDENTIAL”, “OUTSIDE COUNSEL ONLY” and/or “CONFIDENTIAL-OUTSIDE
23 COUNSEL ONLY-SOURCE CODE” under this Protective Order may be filed as sealed
24 documents with this Court and in the underlying litigation. Such Protected Documents shall be
25 filed in accordance with the Local Rules of this Court and the court presiding over the
26 underlying litigation, and shall include on a cover page one of the following statements,
27 whichever is appropriate:

1 “FILED UNDER SEAL
2 CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER”

3 or

4 “FILED UNDER SEAL
5 OUTSIDE COUNSEL ONLY - SUBJECT TO PROTECTIVE ORDER”

6 or

7 “FILED UNDER SEAL
8 CONFIDENTIAL-OUTSIDE COUNSEL ONLY-SOURCE CODE
9 SUBJECT TO PROTECTIVE ORDER”.

10 8. **Undertaking.** Prior to any disclosure pursuant to ¶¶ 5(j) and 6(i), each
11 consultant, investigator, and testifying and consulting expert to whom such disclosure is to be
12 made shall execute the Confidentiality Agreement annexed hereto as Exhibit A
13 (“Confidentiality A Agreement”). Each person to whom any disclosure is made pursuant to
14 ¶ 5(e) shall execute the Confidentiality Agreement annexed hereto as Exhibit B
15 (“Confidentiality B Agreement”). The Confidentiality Agreements shall be maintained by
16 Outside Counsel for PDIC with whom such persons are affiliated or by whom they are retained,
17 and such counsel shall promptly provide a copy of each executed Confidentiality A or B
18 Agreement to counsel for Microsoft.

19 9. **Use of Confidential Information at Depositions.** To the extent that
20 Confidential Information, as embodied in Protected Documents or otherwise, is used in
21 depositions, such Confidential Information shall remain subject to the provisions of this Order,
22 along with the transcript pages of the deposition testimony referring to the Confidential
23 Information. Additionally, the parties may, within thirty (30) calendar days of receipt of the
24 final transcript of a deposition, designate documents, things, materials or information disclosed
25 in that deposition as either “CONFIDENTIAL”, “OUTSIDE COUNSEL ONLY” and/or
26 “CONFIDENTIAL-OUTSIDE COUNSEL ONLY-SOURCE CODE” as the nature of the
27 information involved requires. Absent agreement of the parties to the contrary, until the

1 expiration of such period, all documents, things, materials or information in a deposition shall
2 be treated as “OUTSIDE COUNSEL ONLY.” If any party designates testimony to be given at
3 a deposition “CONFIDENTIAL”, “OUTSIDE COUNSEL ONLY” and/or “CONFIDENTIAL-
4 OUTSIDE COUNSEL ONLY-SOURCE CODE” during the deposition, all persons not
5 qualified to receive such information shall leave the deposition for that portion of the
6 testimony.

7 10. **Disclosure to Author, Recipient, or Producing Party.** Nothing herein is
8 intended in any way to restrict the ability of counsel to use “CONFIDENTIAL”, “OUTSIDE
9 COUNSEL ONLY” and/or “CONFIDENTIAL-OUTSIDE COUNSEL ONLY-SOURCE
10 CODE” material in examining or cross-examining any employee, future employee, agent,
11 expert or consultant of Microsoft, or any person who authored, received or is a named recipient
12 of or otherwise has actual prior knowledge of the “CONFIDENTIAL”, “OUTSIDE COUNSEL
13 ONLY” and/or “CONFIDENTIAL-OUTSIDE COUNSEL ONLY-SOURCE CODE” material.

14 11. **Source Code.** The discovery of Source Code shall be governed by the
15 provisions set forth in the Protocol for the Discovery of Source Code, attached as Exhibit C.

16 12. **Reservation of Power by Court.** The Court reserves the power and authority
17 to remove documents and materials from the scope of this Order if it finds documents or
18 materials designated by the parties do not constitute material properly described as protectable
19 by Fed. R. Civ. P. 26(c) or this Order.

20 13. **Subpoena of Confidential Information.** In the event PDIC receives a
21 subpoena or other process or order or discovery request to produce any Confidential
22 Information or Protected Documents in another, unrelated legal proceeding, from a non-party to
23 this miscellaneous action or the underlying litigation, PDIC (i) shall promptly notify counsel
24 for Microsoft of the subpoena or other process or order or discovery request, and (ii) shall not
25 produce the information until Microsoft has had reasonable time (at least fourteen (14) days) to
26 object or take other appropriate steps to protect the information . Microsoft shall have the
27 burden of defending against such subpoena or other process or order or discovery request.

1 14. **Continuing Jurisdiction.** After termination of the underlying litigation, the
2 provisions of this Order shall continue to be binding until further Order of this Court, except
3 with respect to those documents and information that become a matter of public record. This
4 Court retains and shall have continuing jurisdiction over the parties for enforcement of the
5 provisions of this Order following termination of the underlying litigation.

6 15. **Duty to Return Documents and Things.** Within sixty (60) days after the entry
7 of a final non-appealable judgment or order concluding the underlying litigation or the
8 complete settlement of all claims asserted against all parties in the underlying litigation, PDIC
9 and all other parties to the underlying litigation who received Protected Documents designated
10 “CONFIDENTIAL”, “OUTSIDE COUNSEL ONLY” and/or “CONFIDENTIAL-OUTSIDE
11 COUNSEL ONLY-SOURCE CODE” shall destroy the Protected Documents or return the
12 Protected Documents to the counsel for Microsoft. Outside Counsel for PDIC and any other
13 party to the underlying litigation shall provide written certification of compliance with this
14 provision to counsel for Microsoft within ninety (90) days after the entry of a final non-
15 appealable judgment or order concluding this action or the complete settlement of all claims
16 asserted against all parties in the above-captioned action. The party receiving such Protected
17 Documents shall not use such Protected Documents or any information contained therein for
18 any purpose whatsoever other than the litigation between the parties in the underlying
19 litigation, and shall not under any circumstances sell, offer for sale, advertise, or publicize such
20 Protected Documents or any information contained therein. Notwithstanding the foregoing,
21 counsel of record in this and the underlying litigation may retain their attorney work product
22 and all papers filed with any court that include any Confidential Information or Protected
23 Documents.

24 16. **Scope of Order.** This Order shall be binding upon the parties and their
25 attorneys, successors, executors, personal representatives, administrators, heirs, legal
26 representatives, assigns, subsidiaries, divisions, employees, agents, independent contractors, or
27 other persons or organizations over which they have control.

1 DATED this ____ day of _____, 2012

2
3 _____
4 United States District Judge

5 Presented by:

6 **SAVITT BRUCE & WILLEY LLP**

7
8 By: /s/ Duncan E. Manville

9 David N. Bruce, WSBA #15237
10 Duncan E. Manville, WSBA #30304
11 1425 Fourth Avenue, Suite 800
12 Seattle, Washington 98101-2272
13 Telephone: 206.749.0500
14 Facsimile: 206.749.0600
15 Email: dbruce@jetcitylaw.com
16 Email: dmanville@jetcitylaw.com

17 Attorneys for Princeton Digital Image Corporation

18 **OF COUNSEL:**

19 **DUANE MORRIS LLP**

20 Gregory M. Luck, P.C.
21 Thomas W. Sankey, P.C.
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26 Telephone: 713.402.3900
27 Facsimile: 713.583.3901
Email: gmluck@duanemorris.com
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Email: wwyuan@duanemorris.com
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Email: jspollack@duanemorris.com

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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

PRINCETON DIGITAL IMAGE
CORPORATION,

Movant,

v.

MICROSOFT CORPORATION,

Respondent.

NO.

[Original action pending in U.S. District
Court for the Eastern District of Texas,
PDIC v. Canon, Case No. 2:10-cv-29 JRG]

EXHIBIT A

**CONFIDENTIALITY AGREEMENT AND UNDERTAKING
FOR EXPERTS RECEIVING “CONFIDENTIAL”, “OUTSIDE COUNSEL ONLY”
OR “CONFIDENTIAL-OUTSIDE COUNSEL ONLY-SOURCE CODE”
INFORMATION**

I, _____, state the following:

1. I have been retained by _____ [party] to serve as an expert in the above-captioned action.
2. My address is _____
3. My present employer is and the address of my present employment is _____

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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

PRINCETON DIGITAL IMAGE
CORPORATION,

Movant,

v.

MICROSOFT CORPORATION,

Respondent.

NO.

[Original action pending in U.S. District
Court for the Eastern District of Texas,
PDIC v. Canon, Case No. 2:10-cv-29 JRG]

EXHIBIT B

CONFIDENTIALITY AGREEMENT

I, _____, state the following:

1. My address is _____

2. My present employer is and the address of my present employment is ____

3. My present occupation or job description is: _____

4. I have received a copy of the Protective Order in this lawsuit and I have
carefully read and understand the provisions of this Protective Order.

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5. I will comply with all of the provisions of the Protective Order.

6. I attest to my understanding that access to Confidential Information designated as “CONFIDENTIAL”, “OUTSIDE COUNSEL ONLY” and/or “CONFIDENTIAL-OUTSIDE COUNSEL ONLY-SOURCE CODE” may be provided to me and that such access shall be pursuant to the terms and conditions and restrictions of the Protective Order. I agree to be bound by the terms of the Protective Order, both with respect to this Court’s powers of supervision of this miscellaneous action and contractually to Microsoft, which I acknowledge to be an expressly intended beneficiary of the undertakings I give in this Confidentiality Agreement.

7. I hereby submit to the jurisdiction of the United States District Court for the Western District of Washington for the purpose of enforcement of this Undertaking pursuant to the Protective Order.

Signature: _____
Printed Name: _____
Date: _____

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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

PRINCETON DIGITAL IMAGE
CORPORATION,

Movant,

v.

MICROSOFT CORPORATION,

Respondent.

NO.

[Original action pending in U.S. District
Court for the Eastern District of Texas,
PDIC v. Canon, Case No. 2:10-cv-29 JRG]

EXHIBIT C

PROTOCOL FOR THE DISCOVERY OF SOURCE CODE

A. Definitions

1. “Source Code”: Any human-readable programming language text that defines software, firmware, or electronic hardware descriptions. Text files containing source code shall hereinafter be referred to as “Source Code Files.” Source Code Files include, but are not limited to, files containing source code in C, C++, Java, assembler, VHDL, Verilog, digital signal processor (DSP) and other similar programming languages. Source Code Files further include “make” and “build” files, link files, scripts, and other human-readable text files used in the generation and/or building of software directly executed on a microprocessor, microcontroller, or DSP.

1 2. “CONFIDENTIAL-OUTSIDE COUNSEL ONLY-SOURCE CODE”:
2 Confidential Information that (i) may be designated OUTSIDE COUNSEL ONLY under the
3 Protective Order and (ii) contains Source Code.

4 **B. Scope**

5 3. Unless otherwise provided herein, Confidential Information designated
6 CONFIDENTIAL-OUTSIDE COUNSEL ONLY-SOURCE CODE will be subject to all of the
7 definitions, provisions and restrictions governing Confidential Information designated
8 OUTSIDE COUNSEL ONLY under the Protective Order.

9 **C. Access To Designated Source Code Material**

10 4. Unless otherwise ordered by the Court or permitted in writing by the
11 Designating Party, PDIC may disclose any Confidential Information designated
12 “CONFIDENTIAL-OUTSIDE COUNSEL ONLY-SOURCE CODE” (“Designated Source
13 Code Material”) only to the following persons and under the following conditions:

- 14 a. Any author, recipient (actual or reasonably believed) of such Designated Source
15 Code Material;
- 16 b. Outside Counsel for PDIC;
- 17 c. Employees of such Outside Counsel (excluding experts, consultants, and
18 investigators) assigned to and necessary to assist such counsel in the preparation
19 and trial of the underlying litigation;
- 20 d. Independent consultants, investigators, or experts retained by, or at the direction
21 of, PDIC or its Outside Counsel to whom disclosure is reasonably necessary for
22 the underlying litigation and who have signed the Confidentiality Agreement
23 annexed hereto as Exhibit A;
- 24 e. This Court and the court presiding over the underlying litigation;
- 25 f. Any designated arbitrator, mediator, or master who is assigned to hear the
26 underlying litigation (or any part thereof), and his or her staff, who have signed
27 the Confidentiality Agreement annexed hereto as Exhibit B; and
- g. Court reporters taking testimony in this miscellaneous action and the underlying
 litigation and their necessary stenographic, videographic, and clerical personnel.

1 5. Where materials are Designated Source Code Material, this section shall apply
2 thereto in addition to the other provisions of this Protective Order. PDIC and Microsoft agree
3 that, at Microsoft's option, in lieu of or in addition to providing such materials on computer
4 readable storage media, Microsoft may produce such materials by making them available on a
5 computer provided by Microsoft at the offices of its outside counsel, Shook, Hardy & Bacon
6 LLP, located in Washington, DC ("the designated facility"). If Microsoft elects to produce
7 such materials at a the designated facility, it shall be responsible for all costs and expenses
8 associated with the designated facility. Such materials shall be made available for inspection
9 by the persons to whom disclosure is authorized pursuant to this Protective Order, at a mutually
10 convenient time at the designated facility.

11 6. In the event that Microsoft produces the Designated Source Code Material at the
12 designated facility on a computer (the "Source Code Computer"), Microsoft shall be obligated
13 to install such tools or programs necessary to review and search the code produced on the
14 platform provided by Microsoft.

15 7. Microsoft shall make available a laser printer with commercially reasonable
16 printing speeds for on-site printing during inspection of Designated Source Code Material.
17 PDIC may print out Designated Source Code Material for use by its attorneys and independent
18 consultants, investigators or experts. Each page must be marked with the CONFIDENTIAL-
19 OUTSIDE COUNSEL ONLY-SOURCE CODE designation and production-numbered in a
20 manner agreed upon by Microsoft and PDIC.

21 8. In the event that Microsoft elects to produce the Designated Source Code
22 Material on a computer readable storage media in lieu of production at the designated facility,
23 Microsoft shall produce the Designated Source Code Material in a format that is readable and
24 searchable by a standard source code review tool or program. In the event that access to the
25 Designated Source Code Material on the computer readable storage medium restricted, such as
26 by encryption or password protection, Microsoft shall separately provide all necessary
27

1 information (e.g., decryption key, password) to access and read the Designated Source Code
2 Material at the same time that Microsoft produces the computer readable storage medium.

3 9. In the event that excerpts of Designated Source Code Material are included in a
4 pleading, exhibit, expert report, discovery document, deposition transcript, or Court document,
5 such documents shall be designated CONFIDENTIAL-OUTSIDE COUNSEL ONLY-
6 SOURCE CODE.

7 10. Access to and review of the Designated Source Code Material shall be strictly
8 for the purpose of investigating the claims and defenses at issue in the underlying litigation.
9 No person shall review or analyze any Designated Source Code Material for purposes unrelated
10 to this case, nor may any person use any knowledge gained as a result of reviewing Designated
11 Source Code Material in this case in any other pending or future dispute, proceeding, or
12 litigation.

13 11. The United States District Court for the Western District of Washington is
14 responsible for the interpretation and enforcement of this Order's Protocol for the Discovery of
15 Source Code. All disputes concerning Designated Source Code Material produced under the
16 protection of this Order shall be resolved by the United States District Court for the Western
17 District of Washington. Every individual who receives any Designated Source Code Material
18 agrees to subject himself or herself to the jurisdiction of this Court for the purpose of any
19 proceedings related to performance under, compliance with, or violation of this Order's
20 Protocol for the Discovery of Source Code.

21 12. The Court reserves the right, upon Motion or upon its own Motion, to amend or
22 modify this Order's Protocol for the Discovery of Source Code for good cause shown.