UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

OXYLABS LT, UAB,

Petitioner

v.

BRIGHT DATA LTD.,

Patent Owner

Case IPR2024-00126

Patent No. 11,616,826

JOINT PROTECTIVE ORDER

Mail Stop PATENT BOARD
Patent Trial and Appeal Board
United States Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450

Joint Protective Order

This protective order governs the treatment and filing of any confidential information, including documents and testimony.

1. Confidential materials shall be clearly marked "CONFIDENTIAL."

2. Access to materials designated as "CONFIDENTIAL" is limited to the following individuals who have executed the Acknowledgment appended to this order:

(A) Parties. Persons who are owners of a patent involved in the proceeding and other persons who are named parties to the proceeding.

(B) Party Representatives. Outside counsel of record for a party in the proceeding.

(C) Experts. Retained experts of a party in the proceeding who further certify in the Acknowledgement that they are not a competitor to any party, or a consultant for, or employed by, such a competitor with respect to the subject matter of the proceeding.

(D) In-house counsel. In-house counsel of a party.

(E) Support Personnel. Administrative assistants, clerical staff, court reporters and other support personnel of the foregoing persons who are

reasonably necessary to assist those persons in the proceeding shall not be required to sign an Acknowledgement, but shall be informed of the terms and requirements of the Joint Protective Order by the person they are supporting who receives confidential information.

(F) The Office. Employees and representatives of the United States Patent and Trademark Office who have a need for access to the confidential information shall have such access without the requirement to sign an Acknowledgement. Such employees and representatives shall include the Director, members of the Board and their clerical staff, other support personnel, court reporters, and other persons acting on behalf of the Office.

3. Employees (e.g., corporate officers), consultants, or other persons performing work for a party, other than those persons identified above in (2)(A)–(E), shall be extended access to materials designated as "CONFIDENTIAL" only upon agreement of the parties or by order of the Board upon a motion brought by the party seeking to disclose the confidential information to that person and after signing the Acknowledgment. The party opposing disclosure to that person shall have the burden of proving that such person should be restricted from access to confidential information.

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4. Confidential material that is so sensitive that its dissemination requires even further limitation, including but not limited to, for example, unpublished technical information, trade secret information, financial information, or computer source code, shall be clearly marked as "HIGHLY CONFIDENTIAL – OUTSIDE ATTORNEYS' EYES ONLY." Any computer source code designated as "HIGHLY CONFIDENTIAL – OUTSIDE ATTORNEYS' EYES ONLY" shall additionally be marked as "SOURCE CODE" and subject to the additional restrictions regarding printing, transport, and transmission in paragraph (6) below.

5. Access to materials designated as "HIGHLY CONFIDENTIAL – OUTSIDE ATTORNEYS' EYES ONLY" is limited to the following individuals who have executed the Acknowledgement appended to this order:

(A) Party Representatives. Outside counsel of record for a party in the proceeding.

(B) Experts. Retained experts of a party in the proceeding who further certify in the Acknowledgement that they are not a competitor to any party, or a consultant for, or employed by, such a competitor with respect to the subject matter of the proceeding.

(C) Support Personnel. Administrative assistants, clerical staff, court reporters and other support personnel of the foregoing persons (including

outside graphics vendors) who are reasonably necessary to assist those persons in the proceeding shall not be required to sign an Acknowledgement, but shall be informed of the terms and requirements of the Joint Protective Order by the person they are supporting who receives confidential information.

(D) The Office. Employees and representatives of the United States Patent and Trademark Office who have a need for access to the confidential information shall have such access without the requirement to sign an Acknowledgement. Such employees and representatives shall include the Director, members of the Board and their clerical staff, other support personnel, court reporters, and other persons acting on behalf of the Office.

6. Regarding computer source code marked as "SOURCE CODE" (individually or collectively, "Source Code Material"): a receiving Party may include excerpts of Source Code Material in a paper, exhibit, expert declaration, discovery document, deposition transcript, or other document filed with the Board (individually or collectively, "Source Code Document(s)"), provided that the Source Code Document is appropriately marked as "HIGHLY CONFIDENTIAL – OUTSIDE ATTORNEYS' EYES ONLY" and as "SOURCE CODE" and restricted to those who are entitled to have access to them as specified herein. Additionally, regarding printing, transport, and transmission of Source Code

Material and/or Source Code Documents by persons authorized under one or more of paragraphs 5(A)-5(C):

(A) No electronic copies of Source Code Material shall be made without prior written consent of the producing Party, except as necessary to create documents which, pursuant to the Board's rules and procedures, must be filed or served electronically. Except as otherwise specified herein, Source Code Material may not be transmitted electronically over a network of any kind, including a LAN, an intranet, or the Internet, other than when the receiving Party initially receives the Source Code Material from the producing Party and saves it for later permitted use.

(B) Source Code Documents may be transmitted electronically between a person authorized under paragraphs (5)(A) or (5)(C) above and a person authorized under paragraph (5)(B) above or an outside graphics vendor under paragraph 5(C) only if the Source Code Document is appropriately marked as "HIGHLY CONFIDENTIAL – OUTSIDE ATTORNEYS' EYES ONLY" and as "SOURCE CODE" and is encrypted before it is transmitted.

(C) Source Code Documents may be transmitted electronically between persons authorized under paragraphs (5)(A) or (5)(C) above and/or another person within the same law firm only if the Source Code Document is

appropriately marked as "HIGHLY CONFIDENTIAL – OUTSIDE ATTORNEYS' EYES ONLY" and as "SOURCE CODE".

(D) The person authorized under one or more of paragraphs 5(A)-5(C) shall be permitted to make a reasonable number of printouts and photocopies of Source Code Material and/or Source Code Documents, all of which shall be designated and clearly labeled as "HIGHLY CONFIDENTIAL – OUTSIDE ATTORNEYS' EYES ONLY" and as "SOURCE CODE."

(E) The receiving Party shall ensure that outside counsel, experts, and/or support personnel keep the printouts or photocopies of Source Code Material and/or Source Code Documents in a secured locked area. The receiving Party may also temporarily keep the printouts or photocopies at: (i) the Board for any hearing in this proceeding, for the dates associated with the hearing; (ii) the sites where any deposition in this proceeding is taken, for the dates associated with the deposition; and (iii) any intermediate location reasonably necessary to transport the printouts or photocopies (e.g., a hotel prior to a hearing or deposition).

(F) Except as otherwise specified in paragraph (6)(A) above, Source Code Material may only be transported by the receiving Party at the direction of a person authorized under paragraph (5) above to another person authorized

under paragraph (5) above, on paper or removable electronic media (e.g., a DVD, CD-ROM, or flash memory "stick") via hand carry, Federal Express or other similarly reliable courier.

7. The term "Designated Material" as used herein shall mean material that is designated "CONFIDENTIAL," "HIGHLY CONFIDENTIAL – OUTSIDE ATTORNEYS' EYES ONLY," and/or "SOURCE CODE" and all copies, abstracts, compilations, summaries, and extracts of such material.

8. Persons receiving Designated Material shall use reasonable efforts to maintain the confidentiality of the information, including:

(A) Maintaining such information in a secure location to which persons not authorized to receive the information shall not have access;

(B) Otherwise using reasonable efforts to maintain the confidentiality of the information, which efforts shall be no less rigorous than those the recipient uses to maintain the confidentiality of information not received from the disclosing party;

(C) Ensuring that support personnel of the recipient who have access to the confidential information understand and abide by the obligation to maintain the confidentiality of information received that is designated as confidential; and

(D) Limiting the copying of confidential information to a reasonable number of copies needed for conduct of the proceeding and maintaining a record of the locations of such copies.

9. Persons receiving Designated Material shall use the following procedures to maintain the confidentiality of the information:

(A) Documents and Information Filed With the Board.

(i) A party may file documents or information with the Board along with a Motion to Seal. The Motion to Seal should provide a non-confidential description of the nature of the confidential information that is under seal, and set forth the reasons why the information is confidential and should not be made available to the public. A party may challenge the confidentiality of the information by opposing the Motion to Seal. The documents or information shall remain under seal unless the Board determines that some or all of it does not qualify for confidential treatment.

(ii) Where confidentiality is alleged as to some but not all of the information submitted to the Board, the submitting party shall file confidential and non-confidential versions of its submission, together with a Motion to Seal the confidential version setting forth the reasons

why the information redacted from the non-confidential version is confidential and should not be made available to the public. A party may challenge the confidentiality of the information by opposing the Motion to Seal. The non-confidential version of the submission shall clearly indicate the locations of information that has been redacted. The confidential version of the submission shall be filed under seal. The redacted information shall remain under seal unless the Board determines that some or all of the redacted information does not qualify for confidential treatment.

(iii) A receiving Party may include excerpts of Designated Material in a paper, exhibit, expert declaration, discovery document, deposition transcript, or other document filed with the Board provided that the Designated Material is appropriately marked under this order and is filed with the Board for "Parties and Board only." The producing Party will be responsible for filing a Motion to Seal in accordance with the Board's rules, procedures, and orders.

(B) Documents and Information Exchanged Among the Parties. Documents (including deposition transcripts) and other information designated as confidential that are disclosed to another party during discovery or other proceedings before the Board shall be clearly marked as

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"CONFIDENTIAL," "HIGHLY CONFIDENTIAL – OUTSIDE ATTORNEYS' EYES ONLY," and/or "SOURCE CODE" and shall be produced in a manner that maintains its confidentiality.

10. Within 60 days after the final disposition of this action, including the exhaustion of all appeals and motions, each party receiving Designated Material must return, or certify the destruction of, all copies of the confidential information to the producing party.

(k) Standard Acknowledgement of Joint Protective Order. The following form may be used to acknowledge a protective order and gain access to information covered by the protective order:

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STANDARD ACKNOWLEDGEMENT
FOR ACCESS TO DESIGNATED MATERIAL

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Standard Acknowledgment for Access to Designated Material

I _____, affirm that I have read the Joint Protective Order; that I will abide by its terms; that I will use the Designated Material only in connection with this proceeding and for no other purpose; that I will only allow access to support staff who are reasonably necessary to assist me in this proceeding; that prior to any disclosure to such support staff I informed or will inform them of the requirements of the Joint Protective Order; that I am personally responsible for the requirements of the terms of the Joint Protective Order and I agree to submit to the jurisdiction of the Office and the United States District Court for the Eastern District of Virginia for purposes of enforcing the terms of the Joint Protective Order and providing remedies for its breach.

_____

[Signature]

By: _____

Date: _____

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