

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

VOXER, INC. AND VOXER IP LLC,	)	
	)	
Plaintiffs,	)	C.A. No. 25-873-GBW
	)	
v.	)	JURY TRIAL DEMANDED
	)	
GOOGLE, LLC AND YOUTUBE, LLC,	)	
	)	
Defendants.	)	

STIPULATED [PROPOSED] PROTECTIVE ORDER

1. PURPOSES AND LIMITATIONS

Plaintiffs Voxer, Inc. and Voxer IP LLC (collectively, “Plaintiffs” or “Voxer”) and Defendants Google, LLC and YouTube, LLC (collectively, “Google”) (with Plaintiffs, “Parties”) believe disclosures and discovery activity in this Action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this Litigation may be warranted. Accordingly, the Parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order in accordance with Federal Rule of Civil Procedure 26(c).

2. DEFINITIONS

2.1 Challenging Party: a Party or Non-Party that challenges the designation of information, material, or items under this Stipulated Protective Order.

2.2 “CONFIDENTIAL” Information or Items: information or material (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c), including, for example, non-public technical, financial, competitive, or other business information.

2.3 Counsel (without qualifier): Outside Counsel of Record and House Counsel (as well as their support staff).

2.4 Designating Party: a Party or Non-Party that designates information, material, or items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or “HIGHLY CONFIDENTIAL – SOURCE CODE.”

2.5 Disclosure or Discovery Material: all information, material, or items, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in this matter.

2.6 Expert: a person with specialized knowledge or experience in a matter pertinent to the Litigation who (1) has been retained by a Party or its counsel to serve as an expert witness or as a consultant in this Action, (2) is not a past or current employee, director, or officer of a Party, a Party’s affiliate, or a Party’s competitor, and (3) at the time of retention, is not anticipated to become an employee, director, or officer of a Party, a Party’s affiliate, or a Party’s competitor.

2.7 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items: extremely sensitive “CONFIDENTIAL Information or Items,” disclosure of which to another Party or Non-Party would create a substantial risk of serious harm that could not be avoided by less restrictive means.

2.8 “HIGHLY CONFIDENTIAL – SOURCE CODE” Information or Items: extremely sensitive “CONFIDENTIAL Information or Items” constituting or reflecting computer code or otherwise representing computer code (including, without limitation, software code, microcode, object code, register transfer language (“RTL”), firmware, hardware description language

(“HDL”), or similarly sensitive code and the comments within) that defines or otherwise describes in detail the algorithms or structure of software or hardware designs, disclosure of which to another Party or Non-Party would create a substantial risk of serious harm that could not be avoided by less restrictive means. For the avoidance of doubt, mere references to or reflecting the existence of computer code is not source code.

2.9 House Counsel: attorneys who are members in good standing of at least one state bar, who are employees of a Party or a Party’s affiliate, and who have responsibility for managing this Action. House Counsel does not include Outside Counsel of Record or any other outside counsel.

2.10 Litigation or Action: *Voxer, Inc. and Voxer IP LLC v. Google, LLC and YouTube, LLC*, No. 25-cv-00873-GBW (D. Del).

2.11 Non-Party: any natural person, partnership, corporation, association, or other legal entity not named as a Party to this Action.

2.12 Outside Counsel of Record: attorneys who are not employees of a Party or a Party’s affiliate to this Action but are retained to represent or advise a Party and have appeared in this Action on behalf of that Party or are affiliated with a law firm which has appeared on behalf of that Party.

2.13 Party: any party to this Action.

2.14 Producing Party: a Party or Non-Party that produces Disclosure or Discovery Material in this Action.

2.15 Professional Vendors: persons or entities that provide litigation support services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstratives, and organizing, transporting, storing, or retrieving data in any form or medium, and professional jury

or trial consultants) and their employees, who (1) have been retained by a Party or its counsel to provide litigation support services with respect to this Action, (2) are not a past or current employee, director, or officer of a Party, a Party's affiliate, or a Party's competitor, and (3) at the time of retention, are not anticipated to become an employee, director, or officer of a Party, a Party's affiliate, or a Party's competitor.

2.16 Protected Material: any Disclosure or Discovery Material that is designated as "CONFIDENTIAL," or as "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" or as "HIGHLY CONFIDENTIAL – SOURCE CODE."

2.17 Receiving Party: a Party that receives Disclosure or Discovery Material.

2.18 Asserted Patents: "Asserted Patents" shall mean the patents asserted in this Litigation or Action, including United States Patent Nos. 10,142,270; 10,511,557; 11,146,516; 11,777,883; and 11,658,929.

3. SCOPE

3.1 The protections conferred by this Stipulated Protective Order cover not only Protected Material (as defined above), but also (1) any information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel that include Protected Material.

3.2 The protections conferred by this Stipulated Protective Order do not cover the following information: (a) any information that is in the public domain at the time of disclosure to a Receiving Party or becomes part of the public domain after its disclosure to a Receiving Party as a result of publication not involving a violation of this Stipulated Protective Order; and (b) any information known to the Receiving Party prior to the disclosure or obtained by the Receiving

Party after the disclosure from a source who obtained the information lawfully and under no obligation of confidentiality to the Designating Party. Nothing in this Stipulated Protective Order shall be deemed to prevent the Parties from introducing any Protected Material into evidence at the trial of these Actions, or from using any information contained in Protected Material at the trial of these Actions. Any limitations on the use of Protected Material at trial shall be governed by a separate agreement or order.

3.3 All documents, testimony, information, or other material marked or otherwise identified in this Action as Protected Material shall be used by the Parties only for this Action and shall not be used for any other purpose. Any person or entity who obtains access to Protected Material or the contents thereof pursuant to this Stipulated Protective Order shall not make any copies, duplicates, extracts, summaries or descriptions of such Protected Material or any portion thereof except as may be reasonably necessary for the litigation of this Action. Any such copies, duplicates, extracts, summaries, or descriptions shall be classified Protected Material and subject to all of the terms and conditions of this Stipulated Protective Order. Notwithstanding the foregoing or other limitations in this Stipulated Protective Order, nothing in this Stipulated Protective Order will prevent a Party from using its own “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” or “HIGHLY CONFIDENTIAL – SOURCE CODE” materials in any manner it sees fit.

4. DURATION

Even after final disposition of this Action, the confidentiality obligations imposed by this Stipulated Protective Order shall remain in effect until a Designating Party agrees otherwise in writing or a Court order otherwise directs. This Court shall retain jurisdiction over the Parties and any other person who has had access to Protected Material pursuant to this Stipulated Protective

Order, to enforce the provisions of this Stipulated Protective Order. Final disposition shall be deemed to be the later of (1) dismissal of all claims and defenses in this Action, with or without prejudice; or (2) entry of a final judgment herein after the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action, including the time limits for filing any motions or applications for extension of time pursuant to applicable law.

5. DESIGNATING PROTECTED MATERIAL

5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party or Non-Party that designates information, material, or items for protection under this Stipulated Protective Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. Mass, indiscriminate, or routinized designations are prohibited.

If it comes to a Designating Party's attention that information, material, or items that it designated for protection do not qualify for protection at all or do not qualify for the level of protection initially asserted, that Designating Party must promptly notify all other Parties that it is withdrawing the mistaken designation.

5.2 Manner and Timing of Designations. Except as otherwise provided in this Stipulated Protective Order (see, *e.g.*, second paragraph of section 5.2(a) and section 5.3 below), or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for protection under this Stipulated Protective Order must be clearly so designated before the material is disclosed or produced.

Designation in conformity with this Stipulated Protective Order requires:

(a) for information in documentary form (*e.g.*, paper or electronic documents, but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix the legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES

ONLY” or “HIGHLY CONFIDENTIAL – SOURCE CODE” to each page that contains Protected Material. Electronic files and documents that are produced in native format shall be marked with the appropriate designation, such as by appending to the file names or designators information indicating whether the file contains “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” or “HIGHLY CONFIDENTIAL – SOURCE CODE” Protected Material; *provided, however*, that any electronic reproductions created by the Receiving Party must be similarly marked, and any hard copy reproductions created by the Receiving Party shall include on the printed document the appropriate designation, as well as the production numbers associated with the electronic files or documents (*e.g.*, through the use of a cover page or header).

A Party or Non-Party that makes original documents or materials available for inspection need not designate them for protection until after the inspecting Party has indicated which material it would like copied and produced. During the inspection and before the designation, all of the material made available for inspection shall be deemed “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” After the inspecting Party has identified the documents or materials it wants copied and produced, the Producing Party must determine which documents or materials qualify for protection under this Stipulated Protective Order. Then, before producing the specified documents, the Producing Party must affix the appropriate legend (“CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or “HIGHLY CONFIDENTIAL – SOURCE CODE”) to each page that contains Protected Material.

(b) for testimony given in deposition, to help the Parties avoid over-designating deposition transcripts, unless otherwise indicated by the Designating Party at the deposition, deposition transcripts shall be treated as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” (or, if any “HIGHLY CONFIDENTIAL – SOURCE CODE” is marked or discussed,

“HIGHLY CONFIDENTIAL – SOURCE CODE”) for a period of five (5) calendar days after completion of the deposition. If a Designating Party specifies at the deposition or before expiration of this five (5) days period all or part of the transcript shall be treated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or “HIGHLY CONFIDENTIAL – SOURCE CODE,” then the transcript shall be so treated and the Designating Party shall have up to 21 days after the Designating Party receives the final transcript to identify the specific portions of the testimony as to which protection is sought and to specify the level of protection being asserted.

Parties shall give the other Parties reasonable notice if they reasonably expect a deposition, hearing, or other proceeding to include Protected Material so that the other Parties can ensure that only individuals entitled to access Protected Material are present at those proceedings. Furthermore, Parties are deemed to have been given notice when the role of the deponent, the subject matter of the deposition, the subject matter of the hearing, or the subject matter of the hearing suggests Protected Material is likely to be used. The use of a document as an exhibit at a deposition shall not in any way affect its designation as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or “HIGHLY CONFIDENTIAL – SOURCE CODE.”

Deposition transcripts containing Protected Material shall have an obvious legend on the title page that the transcript contains Protected Material. The Designating Party shall inform the court reporter of these requirements. Any transcript that is prepared before the expiration of the 21-day period for designation shall be treated during that period as if it had been designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” in its entirety unless otherwise

agreed. After the expiration of that period, the transcript shall be treated only as actually designated.

(c) for information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information or item is stored the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or “HIGHLY CONFIDENTIAL – SOURCE CODE.”

5.3 Inadvertent Failures to Designate. A designation of Protected Material (*i.e.*, “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” or “HIGHLY CONFIDENTIAL – SOURCE CODE”) may be made at any time. Inadvertent or unintentional production of documents, information, or material that has not been designated as Protected Material shall not be deemed a waiver in whole or in part of a claim for confidential treatment. Any party that inadvertently or unintentionally produces Protected Material without designating it as Protected Material may request destruction of that Protected Material by notifying the Receiving Party(ies) as soon as reasonably possible after the Producing Party becomes aware of the inadvertent or unintentional disclosure and providing replacement Protected Material that is properly designated. The Receiving Party(ies) shall then destroy all copies of the inadvertently or unintentionally produced Protected Materials and treat the properly designated material (and any documents, information or material derived from or based on the inadvertently or unintentionally produced Protected Material) in accordance with its new designation as if it had been initially so designated. If, prior to receiving the properly designated material, the Receiving Party(ies) disseminated the Protected Material to individual(s) no longer authorized to receive it hereunder as a result of its new designation, the Receiving Party(ies) shall make a reasonable effort to retrieve

the Protected Material or to otherwise assure that the individual(s) properly mark the Protected Material and maintain the confidentiality of the Protected Material. To the extent that such individual(s) refuse to return the Protected Material, the Receiving Party(ies) shall notify the Producing Party but shall have no other responsibility or obligation with respect to the information disseminated.

6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1 Timing of Challenges. Any Party may challenge a designation of confidentiality at any time. A Party does not waive its right to challenge a confidentiality designation by electing not to mount a challenge promptly after the original designation is disclosed, however, the Designating Party may defeat such a challenge by showing that the challenge was not prompt and the lack of promptness caused foreseeable and significant unfairness, economic burdens, or disruption or delay of the Litigation.

6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process by providing written notice of each designation it is challenging and describing the basis for each challenge. To avoid ambiguity as to whether a challenge has been made, the written notice must recite that the challenge to confidentiality is being made in accordance with this specific paragraph of the Stipulated Protective Order. The Parties shall attempt to resolve each challenge in good faith and must begin the process by conferring directly (in voice-to-voice dialogue; other forms of communication are not sufficient) within ten (10) calendar days of the date of service of notice. In conferring, the Challenging Party must explain the basis for its belief that the confidentiality designation was not proper and must give the Designating Party an opportunity to review the designated material, to reconsider the circumstances, and, if no change in designation is offered, to explain the basis for the chosen designation. The Parties may proceed to the next stage of the

challenge process only if they have engaged in this meet and confer process first or if it is established that the Designating Party is unwilling to participate in the meet and confer process in a timely manner.

6.3 Judicial Intervention. If the Parties cannot resolve a challenge without Court intervention, the Challenging Party shall comply with the procedures for Discovery Matters and Disputes Relating to Protective Orders as set forth in the Scheduling Order within 21 days of the initial notice of challenge or within 14 days of the Parties agreeing that the meet and confer process will not resolve their dispute, whichever is earlier. The burden of persuasion in any such challenge proceeding shall be on the Designating Party. All Parties shall continue to afford the material in question the level of protection to which it is entitled under the Designating Party's designation until the Court rules on the challenge.

7. ACCESS TO AND USE OF PROTECTED MATERIAL

7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this Litigation only for prosecuting, defending, or attempting to settle this Action, and such Protected Material shall not be used for any other purpose. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Stipulated Protective Order.¹ Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that

¹ In the event a Non-Party witness is authorized to receive Protected Material that is to be used during his/her deposition but is represented by an attorney not authorized under this Order to receive such Protected Material, the attorney must provide prior to use of the Protected Material an executed "Acknowledgment and Agreement to Be Bound" in the form attached hereto as Exhibit A. In the event such attorney declines to sign the "Acknowledgment and Agreement to Be Bound", the Parties, by their attorneys, shall jointly seek a protective order from the Court prohibiting the attorney from disclosing Protected Material in order for the deposition to proceed. The parties agree to file any such motion promptly.

ensures that access is limited to the persons authorized under this Stipulated Protective Order. Protected Material shall not be copied or otherwise reproduced by a Receiving Party, except for transmission to qualified recipients or other use in connection with the prosecution or defense of this Litigation, without the written permission of the Producing Party or by further order of the Court. When the Litigation has been terminated, a Receiving Party must comply with the provisions of section 15 below (FINAL DISPOSITION).

7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered by the Court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or items designated “CONFIDENTIAL” only to:

(a) the Receiving Party’s Outside Counsel of Record in this Action, as well as employees of said Outside Counsel of Record including but not limited to attorneys, paralegals, technology specialists, photocopy vendors for court copies, and clerical employees;

(b) up to two House Counsel of each Receiving Party to whom disclosure is reasonably necessary for this Litigation and who have signed the “Acknowledgment and Agreement to be Bound” (Exhibit A) before being granted access to any Protected Material;

(c) Experts (as defined in this Stipulated Protective Order) of the Receiving Party (1) to whom disclosure is reasonably necessary for this Litigation, (2) who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A) before being granted access to any Protected Material; and (3) as to whom the procedures set forth in paragraph 7.5, below, have been followed;

(d) the Court, its technical advisor (if one is appointed), and its personnel;

(e) stenographic reporters, videographers and/or their staff, and Professional Vendors, to whom disclosure is reasonably necessary for this Litigation and who have signed the “Acknowledgement and Agreement to be Bound (Exhibit A);

(f) during their depositions, witnesses from the Producing Party whom (1) the Producing Party has designated under Federal Rule Civil Procedure 30(b)(6) to testify concerning the general subject matter of the Protected Material, (2) who were an author, addressee, or intended recipient of the Protected Material, (3) otherwise possessed or have knowledge about the information in the Protected Material; or during their depositions, non-Producing Party witnesses who were authors, drafters, or intended recipients on the face of the Protected Material, or who otherwise possess or have knowledge about the information in the Protected Material and to whom disclosure is reasonably necessary, provided that such witnesses shall be precluded from retaining copies of any Protected Material (except by Party agreement or Court order);

(g) the identified author or recipient of the Protected Material, provided that, other than at deposition, if the person is a former employee of the Producing Party then the disclosure shall be made only after the Producing Party has received notice and has approved the disclosure or a Court has ordered that the disclosure may be made;

(h) mock jurors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to be Bound” (Exhibit A), which does not need to be disclosed to the Designating Party unless the Court for good cause orders otherwise;

(i) any mediator who is assigned to hear this matter, and his or her staff, subject to their agreement to maintain confidentiality to the same degree as required by this Stipulated Protective Order and who has signed the “Acknowledgement and Agreement to be Bound” (Exhibit A).

7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items. Unless otherwise ordered by the Court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to individuals listed in paragraphs 7.2 (a), (c), (d), (e), (f), (g), (h), and (i),

7.4 Disclosure of “HIGHLY CONFIDENTIAL – SOURCE CODE” Information or Items. Unless otherwise ordered by the Court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “HIGHLY CONFIDENTIAL – SOURCE CODE” only to individuals listed in paragraphs 7.2 (a) and (d) as well as:

(a) up to four (4) Experts² of the Receiving Party (1) to whom disclosure is reasonably necessary for this Litigation, (2) who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A), and (3) as to whom the procedures set forth in paragraph 7.5, below and specifically identified as eligible to access “HIGHLY CONFIDENTIAL – SOURCE CODE” Information or Items, have been followed;

(b) while testifying at deposition or trial in this Action: (1) any person who authored, previously received (other than in connection with this Litigation), was the intended recipient, or was directly involved in creating, modifying, or editing the “HIGHLY CONFIDENTIAL – SOURCE CODE” Information or Items, as evident from its face or reasonably certain in view of other testimony or evidence; (2) any current officer, director, or employee of the Designating Party or original source of the information; (3) any former officer, director, or employee of the Designating Party or original source of the information with personal knowledge of the “HIGHLY

² An Expert is defined to include the Expert’s direct reports and other support personnel, such that the disclosure to an Expert and their direct reports and other support personnel shall count as a disclosure to a single Expert.

CONFIDENTIAL – SOURCE CODE” Information or Items; and/or (4) any person designated by the Designating Party to provide testimony on the topic(s) related to the information pursuant to Rule 30(b)(6) of the Federal Rules of Civil Procedure. Persons authorized to view “HIGHLY CONFIDENTIAL – SOURCE CODE” Information or Items pursuant to this sub-paragraph shall not retain or be given copies of the “HIGHLY CONFIDENTIAL – SOURCE CODE” Information or Items except while so testifying. At the election of the Receiving Party, and subject to the provisions of Sections 9(j) and 9(l), either printed copies of the source code or a stand-alone computer will be provided to testifying witnesses during their testimony.

7.5 Procedures for Approving or Objecting to Disclosure of Protected Materials to Experts.

(a) Unless otherwise ordered by the Court or agreed to in writing by the Designating Party, a Party that seeks to disclose to an Expert (as defined in this Stipulated Protective Order) any information or item that has been designated “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or “HIGHLY CONFIDENTIAL – SOURCE CODE” pursuant to paragraphs 7.3(b) or 7.4(b) first must provide a written notice to the Designating Party³ that (1) includes a signed “Acknowledgement and Agreement to Be Bound” (Exhibit A) and sets forth the full name of the Expert and the city and state of their primary residence, (2) attaches a copy of the Expert’s current resume, (3) identifies the Expert’s current

³ For a Designating Party that is a Non-Party, experts previously disclosed and approved prior to the Non-Party’s production of any information or item that has been designated “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or “HIGHLY CONFIDENTIAL – SOURCE CODE” need not be disclosed to said Non-Party unless such Non-Party requests such information prior to the production of any Protected Material. Moreover, unless otherwise requested by the Non-Party, subsequently disclosed experts need not be disclosed to the Non-Party before that Non-Party’s Protected Material may be disclosed thereto. For clarity, each such Non-Party is entitled to the identity of Experts but is not entitled to object to disclosure to Experts under this paragraph of this Stipulated Protective Order.

employer(s), (4) identifies each person or entity with whom the Expert has consulted, has been employed, or has received compensation or funding for work in their areas of expertise, including in connection with a litigation, at any time during the preceding five years,⁴ and (5) identifies (by name and number of the case, filing date, and location of court) any litigation in connection with which the Expert has offered expert testimony, including through a declaration, report, or testimony at a deposition or trial, during the preceding five years.⁵

(b) A Party that provides a notice and provides the information specified in the preceding respective paragraphs may disclose the subject Protected Material to the identified Expert unless, within ten (10) calendar days of delivering the request, the Party receives a written objection from the Designating Party. Any such objection must set forth in detail all grounds on which it is based.

(c) A Party that receives a timely written objection must promptly meet and confer with the Designating Party (through direct voice to voice dialogue) in good faith to try to resolve such objection. If no agreement is reached, the Party opposing disclosure will have seven (7) days from the date of the meet and confer to raise this matter with the Court pursuant to the procedures for Discovery Matters and Disputes Relating to Protective Orders as set forth in the Scheduling Order. If relief is not sought from the Court within that time, absent an agreement of the Parties to the contrary or for an extension of such seven (7) day period, the objection shall be deemed

⁴ If the Expert believes any of this information is subject to a confidentiality obligation to a third-party, then the Expert should provide whatever information the Expert believes can be disclosed without violating any confidentiality agreements, and the Party seeking to disclose to the Expert shall be available to meet and confer with the Designating Party regarding any such engagement.

⁵ It may be appropriate in certain circumstances to restrict the Expert from undertaking certain limited work prior to the termination of a disclosed litigation that could foreseeably result in an improper use of the Designating Party's "CONFIDENTIAL," "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY," or "HIGHLY CONFIDENTIAL – SOURCE CODE" information.

withdrawn. If relief is sought, Protected Materials shall not be disclosed to the Expert in question until the Court resolves the objection, or upon written consent of the Designating Party. A failure to seek relief within seven (7) calendar days shall operate as an approval of the disclosure of Protected Material to the identified Expert.

(d) In any such proceeding, the Party opposing disclosure to the Expert shall bear the burden of proving that the risk of harm that the disclosure would entail (under the safeguards proposed) clearly outweighs the Receiving Party's need to disclose the Protected Material to its Expert.

(e) A party who has not previously objected to disclosure of Protected Material to an Expert or whose objection has been resolved with respect to previously produced Protected Material shall not be precluded from raising an objection to an Expert at a later time with respect to Protected Material that is produced after the time for objecting to such Expert has expired or if new information about that Expert is disclosed or discovered; so long as the objection is not based on materials produced or provided by the objecting party which the objecting party could have reasonably produced or disclosed earlier. Any such objection shall be handled in accordance with the provisions set forth above. If such an objection is raised after an Expert has already received Protected Material, the Expert shall be allowed to keep such Protected Material pending resolution of the objection, but shall not be entitled to receive additional Protected Material.

8. PROSECUTION BAR

Absent written consent from the Designating Party, any individual who receives or accesses "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" or "HIGHLY CONFIDENTIAL – SOURCE CODE" information produced by the opposing Party shall not be involved, directly or indirectly, in prosecuting, supervising, or assisting in the preparation or

prosecution of any patent applications or claims (i) relating to the field of invention of the Asserted Patents, (ii) claiming priority to any patent applications to or through which any of the Asserted Patents claims priority or (iii) relating to recording, storing, transcoding, or transmitting of audio, video, or any media content. For purposes of this paragraph, “prosecuting” includes any activity related to (i) the preparation or prosecution (for any person or entity) of patent applications, or (ii) participating, drafting, amending, advising, or otherwise affecting the scope or maintenance of patent claims. For the sake of clarity, this provision does not preclude any person from participating in *inter partes* review, post grant review, reexamination, or interference proceedings provided that they (1) do not participate or advise on drafting or amending any claims and (2) do not rely upon or use, directly or indirectly, Protected Material in those proceedings.

This Prosecution Bar shall not bar entire firms, rather only individuals who actually receive or access “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or “HIGHLY CONFIDENTIAL – SOURCE CODE,” and shall begin when “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or “HIGHLY CONFIDENTIAL – SOURCE CODE” information is first received or accessed by the affected individual and shall end one (1) year after final disposition of this Action.

9. SOURCE CODE

(a) To the extent production of source code becomes necessary in this Litigation, a Producing Party may designate material as “HIGHLY CONFIDENTIAL - SOURCE CODE” as permitted in Paragraph 2.8.

(b) Protected Material designated as “HIGHLY CONFIDENTIAL – SOURCE CODE” shall be subject to all of the protections afforded to “HIGHLY CONFIDENTIAL – ATTORNEYS’

EYES ONLY” information including those set forth in Paragraph 8, and may be disclosed only to those persons set forth in Paragraph 7.4.

(c) Any source code produced in discovery shall only be made available for inspection, except as set forth below, in a format allowing it to be reasonably reviewed and searched, during normal business hours (*i.e.*, between 8:00 a.m. and 6:00 p.m. on weekdays that are not Federal holidays) or at other mutually agreeable times, at (1) an office of the Producing Party’s primary Outside Counsel of Record or (2) another mutually agreed upon location. Any location under (1) or (2) shall be within the United States. The source code shall be made available for inspection on at least one stand-alone secured computer (the “Source Code Computer”)—equipped with a keyboard, mouse, and two external monitors (of size no less than 19 inches)—in a secured, locked room without Internet access or network access to other computers, and, except as otherwise contemplated by this Stipulated Protective Order, the Receiving Party shall not copy, remove, or otherwise transfer any portion of the source code onto any recordable media or recordable device. The Receiving Party may request that up to two (2) stand-alone computers be made available for simultaneous inspection of Source Code, and any such request shall not be unreasonably denied. The Parties agree to cooperate in good faith such that maintaining the Producing Party’s stand-alone computer(s) at the offices of its Outside Counsel of Record shall not unreasonably hinder the Receiving Party’s ability to efficiently and effectively conduct the prosecution or defense of this Action.

(d) All stand-alone computer(s) on which source code is made available shall be subject to the restrictions described in this Section. The stand-alone computer(s) must conform to reasonable, modern specifications. The stand-alone computer(s) shall have disk encryption and be password protected. Except for the note taking contemplated by this Stipulated Protective Order,

use or possession of any input/output device (*e.g.*, USB memory stick, mobile phone or tablet, camera or any camera-enabled device, CD, floppy disk, portable hard drive, laptop, or any device that can access the Internet or any other network or external system, etc.) is prohibited while accessing the stand-alone computer(s) containing the source code. All persons entering the locked room containing the source code must agree to submit to reasonable security measures to ensure they are not carrying any prohibited items before they will be given access to the locked room. The stand-alone computer(s) containing source code will be made available for inspection during the hours outlined above, upon reasonable notice to the Producing Party, which shall not be less than seven (7) days prior to the initial inspection and three (3) business days in advance of any subsequent inspection. The Producing Party shall be reasonable in accommodating requests for inspection on shorter notice. The Producing Party may visually monitor from a distance the activities of the Receiving Party's representatives during any source code review, but only to ensure that there is no unauthorized recording, copying, or transmission of the source code and in no event be close enough to hear or see work product or communications of the reviewer(s). The Producing Party shall not electronically monitor, record, or track the source code review.

(e) Proper identification of all authorized persons shall be provided prior to any access to the room containing a stand-alone computer(s). Proper identification requires showing, at a minimum, a photo identification card sanctioned by the government of any State of the United States, by the government of the United States, or by the nation state of the authorized person's current citizenship. Access to the room where stand-alone computer(s) are located may be denied, at the discretion of the Producing Party, to any individual who fails to provide proper identification.

(f) Source code shall be made available for inspection in a format allowing it to be reasonably reviewed and searched, and the stand-alone computer(s) shall include software utilities

which will allow the Receiving Party's representatives to view, search, and analyze the source code, including any software utilities used by the Producing Party in the ordinary course of its business to review and/or analyze the code. At a minimum, these utilities must provide the ability to (a) view, search, and line-number any source file, (b) search for a given pattern of text through a number of files, (c) compare two files and display their differences, and (d) compute the MD5 checksum of a file. The Producing Party shall provide a reasonable set of software tools on each stand-alone computer that can be used on the stand-alone computer(s) to view and search human-readable source code. The Producing Party shall provide a list of such available tools seven (7) business days prior to the initial date that the Producing Party makes Source Code available on stand-alone computer(s). The Receiving Party's Outside Counsel of Record may request that additional commercially available software tools for viewing and searching source code be installed on the stand-alone computer(s), provided, however, that (a) the Receiving Party possesses an appropriate license to such software tools; (b) the Producing Party approves such software tools, such approval not to be unreasonably withheld; and (c) such other software tools are reasonably necessary for the Receiving Party to perform its review of the source code consistent with all of the protections herein. The Receiving Party must provide the Producing Party with the CD or DVD, USB memory stick, or link, containing such licensed software tool(s) at least three (3) business days in advance of the date upon which the Receiving Party wishes to have the additional software tools available for use on the stand-alone computer(s).

(g) The Producing Party shall provide the Receiving Party with information explaining how to start, log on to, and operate the stand-alone computer(s) in order to access the produced source code on the stand-alone computer(s).

(h) The Producing Party shall produce source code in native (computer searchable) format on the stand-alone computer(s) as described above.

(i) [INTENTIONALLY OMITTED]

(j) Except as provided herein, no person shall copy, e-mail, transmit, upload, download, print, photograph or otherwise duplicate any portion of the designated “HIGHLY CONFIDENTIAL - SOURCE CODE” material, except that the Receiving Party may request up to five (5) paper copies of limited portions of source code, but only if and to the extent reasonably necessary for the preparation of court filings, pleadings, expert reports, or other papers, or for deposition or trial. A request for printed copies shall either (a) contain sufficient specificity so that the Producing Party can easily locate the requested excerpt (for example, by identifying the program, file name, and line numbers), or (b) comprise folder(s) of PDF excerpts saved on the stand-alone computer(s) using software to be provided on the stand-alone computer(s). Any printed portion that consists of more than thirty-five (35) pages of a continuous block of source code or that leads to an aggregate printing of more than 600 pages of each Producing Party’s source code shall be presumed to be excessive, *provided, however*, that the parties will meet and confer should the Receiving Party believe additional pages are reasonably necessary and if they cannot resolve the dispute then the burden shall be on the Receiving Party to demonstrate good cause for any such additional pages.. Within three (3) business days of each request for printing, the Producing Party will provide the requested material on watermarked or colored 8.5” x 11” paper with a font no smaller than Courier 12 point and including Bates numbers and the label “HIGHLY CONFIDENTIAL – SOURCE CODE,” unless the request exceeds the above page limits. The Producing Party shall provide the Receiving Party all printed source code, including that printed by the Producing Party or its Expert(s), within three (3) business days of the printing request. The

source code may only be transported by the Receiving Party via hand carry, or by any other such method that the Producing Party and Receiving Party may agree upon. To the extent that the Producing Party and Receiving Party cannot reach agreement on the method of transportation of a copy of the source code to the Receiving Party's designee specifically allowed to access HIGHLY CONFIDENTIAL SOURCE CODE, as identified in paragraph 7.4, the costs of the hand-carry delivery of the source code shall be split equally between the Producing Party and Receiving Party. Unless the parties specifically agree in writing otherwise, the source code should not be delivered outside of the United States. Even if within the limits described, the Producing Party may challenge the amount of source code requested in hard copy form or whether the source code requested in hard copy form is reasonably necessary to any case preparation activity pursuant to the dispute resolution procedure and timeframes set forth in Paragraph 6 whereby the Producing Party is the "Challenging Party" and the Receiving Party is the "Designating Party" for purposes of dispute resolution. Contested printouts do not need to be produced to the Receiving Party until the matter is resolved by the Court.

(k) The Receiving Party shall maintain a record of any individual who has inspected any portion of the source code in electronic or paper form. The Receiving Party shall maintain all printed portions of the source code in one or more secured, locked areas under the direct control of counsel and/or individuals qualified under Section 7.4 responsible for maintaining the security and confidentiality of the source code. Any paper copies designated "HIGHLY CONFIDENTIAL - SOURCE CODE" shall be stored only at (i) the offices of Outside Counsel of Record for the Receiving Party, (ii) the offices of outside Experts or consultants who are permitted to access source code; (iii) the site where any deposition is taken, (iv) the Court; or (v) any intermediate

location necessary to transport the information to a hearing, trial or deposition.⁶ Except as provided in this Stipulated Protective Order, the Receiving Party shall not create any electronic or other images of the paper copies and shall not convert any of the information contained in the paper copies into any electronic format. Any printed pages of source code or other materials that have been designated by a Producing Party as “HIGHLY CONFIDENTIAL - SOURCE CODE” may not be copied, digitally imaged, or otherwise duplicated, except in limited excerpts necessary to attach as exhibits to depositions, expert reports, demonstratives for the court, or court filings as discussed below. Any paper copies used during a deposition shall be retrieved by the Receiving Party at the end of each day and must not be given to or left with a court reporter or any other unauthorized individual.

(l) The Receiving Party’s Outside Counsel of Record and/or Expert(s) shall be entitled to take notes during source code review. The Receiving Party’s representatives are permitted to bring paper materials into the review room to assist in their inspection. The Receiving Party’s representatives also may take hand-written notes to assist in their inspection. Such notes will be given equivalent protection and treatment as original printouts under this Protective Order. No copies of all or any portion of the source code may leave the room in which the source code is inspected except as otherwise provided herein. Further, no other written or electronic record of

⁶ For depositions at which the Receiving Party elects to use printed source code, the Receiving Party shall not bring copies of any printed Source Code. Rather, when provided at least five (5) calendar days’ notice, the Producing Party shall make an electronic copy of the source code available at the deposition. Copies of source code that are marked as deposition exhibits shall not be provided to the Court Reporter or attached to deposition transcripts; rather, the deposition record will identify the exhibit by its production numbers. Unless reasonably requested by Receiving Party, all paper copies of source code brought to the deposition shall remain with the Producing Party’s Outside Counsel of Record for secure destruction in a timely manner following the deposition.

the source code is permitted except as otherwise provided herein. In addition, to enable electronic note taking during source code reviews, the following procedures are to be followed:

(1) The Producing Party of source code shall also provide an additional “notetaking” computer loaded with at least Microsoft One Note, Notepad++, and Microsoft Word software, unless otherwise agreed by the Producing Party and the Receiving Party. The note-taking computer shall either be a portable laptop or be located in close proximity to the stand-alone computer(s) to facilitate electronic notetaking, and shall not be linked to any network, including a local area network, an intranet or the Internet.

(2) At the beginning of a source code review session, the Producing Party shall, when requested by the reviewer, upload to the note-taking computer one or more encrypted notes files (*e.g.*, uploading one or more encrypted notes files from a USB memory stick provided by the reviewer to the note-taking computer).

(3) The reviewer may then decrypt and open the notes file using the notetaking computer for the purpose of taking notes during the source code review session. During the source code review session, the Producing Party may disable any input and/or output devices on the notetaking computer (*e.g.*, disable any USB ports, Wi-Fi or Ethernet connectivity, and/or optical disc drives) except as necessary to enable the reviewer to take notes (*e.g.*, enable mouse and keyboard). Use or possession of any other input/output device (*e.g.*, USB memory stick, mobile phone or tablet, camera or any camera-enabled device, CD, floppy disk, portable hard drive, laptop/computer, or any device that can access the Internet or any other network or external system, etc.) is prohibited while accessing the note-taking computer or the source code stand-alone computer.

(4) At the end of a source code review session, the reviewer may save any notes in the same encrypted notes file. The Producing Party shall, when requested by the reviewer, download from the note-taking computer the encrypted notes file and provide an electronic copy to the reviewer (*e.g.*, downloading the encrypted notes file from the note-taking computer to a USB memory stick provided by the reviewer).

(5) Notwithstanding this stipulation, no reviewer may at any time copy or include in electronic notes any portions or sections of the source code. Reviewers using electronic note-taking will be directed by undersigned counsel not to copy or include in electronic notes any portions or sections of the source code.⁷

(6) If requested by the Producing Party, a copy of the encrypted notes file shall remain on the note-taking computer, so long as it remains encrypted.

(7) The reviewer shall not take notes electronically on the stand-alone computer containing source code or any other computer or electronic device (besides the note-taking computer) while conducting a review.

(m) A list of names of persons who will review the source code will be provided to the Producing Party in conjunction with any written (including email) notice requesting inspection. The Parties shall maintain a daily log of the names of persons who enter the locked room to view the source code and when they enter and depart. The Producing Party shall be entitled to a copy of the log.

(n) The Receiving Party's Outside Counsel of Record shall maintain a log of all copies of the source code (received from a Producing Party) that are delivered by the Receiving Party to

⁷ Including a Source Code file name or identifier (function, variable, macro name, etc.) in electronic notes shall not constitute prohibited copying of a portion or section of the Source Code.

any person. The log shall include the names of the recipients and reviewers of copies and locations where the copies are stored. Upon request by the Producing Party, the Receiving Party shall provide reasonable assurances and/or descriptions of the security measures employed by the Receiving Party and/or person that receives a copy of any portion of the source code.

(o) Except as provided in this Section, the Receiving Party may not create electronic images, or any other images, of the source code from the paper copy for use on a computer (*e.g.*, may not scan the source code to a PDF, or photograph the code). The Receiving Party may create an electronic copy or image of limited excerpts of source code only to the extent necessary in a filing, exhibit, expert report, discovery document, deposition transcript, other Court document, or any drafts of these documents⁸ (“Source Code Documents”), provided that the Source Code Documents are appropriately marked under this Stipulated Protective Order, restricted to those who are entitled to have access to them as specified herein, include the minimal amount of such source code information that is reasonably necessary, and, if filed with the Court, filed under seal in accordance with the Court’s rules, procedures, and orders. Wherever possible, the Receiving Party will make a reasonable and good-faith effort to limit this information to references to production numbers, file names, and line numbers. The Receiving Party shall only include such excerpts as are reasonably necessary for the purposes for which such part of the source code is used. Images or copies of source code shall not be included in correspondence between the parties (references to production numbers, file names, and or identifiers shall be used instead) and shall be omitted from pleadings and other papers except to the extent permitted herein. The communication and/or disclosure of electronic files containing any portion of source code shall at

⁸ Drafts shall only include those excerpts the Receiving Party believes will be included in the final version.

all times be limited to individuals who are authorized to see source code under the provisions of this Stipulated Protective Order and encrypted using commercially reasonable encryption software including password protection where feasible. The Receiving Party shall maintain a record of the locations where electronic Source Code Documents are stored and a record of all persons with access to each location. Additionally, all electronic copies must be labeled "HIGHLY CONFIDENTIAL - SOURCE CODE" where excerpts of source code are present.

(p) To the extent portions of source code are quoted in a Source Code Document, either (1) the entire document will be stamped and treated as "HIGHLY CONFIDENTIAL - SOURCE CODE" or (2) those pages containing quoted source code will be separately bound, and stamped and treated as "HIGHLY CONFIDENTIAL - SOURCE CODE."

(q) The Receiving Party shall maintain a log of all paper copies of Source Code Material in its possession or in the possession of its retained consultants, including the names of the recipients and reviewers of any paper copies and the locations where the copies are stored.

10. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

(a) If a Party is served with a subpoena issued by a court, arbitral, administrative, or legislative body, or with a court order issued in other litigation that compels disclosure of another Party's documents, information, and/or material designated in this Action as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" or "HIGHLY CONFIDENTIAL – SOURCE CODE" that Party must:

(1) promptly notify in writing the Producing Party. Such notification shall include a copy of the subpoena or court order;

(2) promptly notify in writing the person who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Stipulated Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(3) cooperate with respect to all reasonable procedures sought to be pursued by the Producing Party whose Protected Material may be affected.

(b) If the Producing Party timely⁹ seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this Action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or “HIGHLY CONFIDENTIAL – SOURCE CODE” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Producing Party shall bear the burden and expense of seeking protection in that court of its confidential material – and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

11. A NON-PARTY’S PROTECTED MATERIAL

(a) The terms of this Stipulated Protective Order are applicable to documents, information, or other material produced by a Non-Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or “HIGHLY CONFIDENTIAL – SOURCE CODE”. Such information produced by Non-Parties in connection with this Litigation is protected by the remedies and relief provided by this Stipulated

⁹ The Designating Party shall have at least 14 days from the service of the notification pursuant to Section 10(a) to seek a protective order.

Protective Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

(b) In the event that a Party is required to produce to another Party in this Litigation a Non-Party's confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party's confidential information, then the Party shall:

(1) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

(2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Litigation, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(3) make the information requested available for inspection by the Non-Party.

If the Non-Party fails to object or seek a protective order from this Court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely objects or seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the Court. Absent a Court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

12. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

(a) If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party shall (1) immediately provide written notice to the affected

Party(ies); (2) cooperate in good faith with the affected Party(ies) concerning the unauthorized access; and (3) use its best efforts to retrieve all unauthorized copies of the Protected Material.

(b) If a Receiving Party or person authorized to access Protected Material (“Authorized Recipient”) discovers any loss of Protected Material or a breach of security, including any potential, actual, apparent or suspected unauthorized access, relating to another party’s Protected Material, the Receiving Party or Authorized Recipient shall: (1) promptly stop the unauthorized breach; (2) promptly provide written notice to Producing Party of such breach, including information regarding the size, scope, and impact of the breach; (3) investigate and make reasonable efforts to remediate the effects of the breach; and (4) reasonably cooperate with the Designating Party in investigating and responding to any such security incident. In any event, the Receiving Party or Authorized Recipient shall promptly take all necessary and appropriate corrective action to terminate any unauthorized access.

13. PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

(a) Nothing in this Stipulated Protective Order shall require production of documents, information, or other material that a Party contends is protected from disclosure by the attorney-client privilege, the work product doctrine, or other privilege, doctrine, or immunity. When a Producing Party gives notice to Receiving Parties that certain produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. If information is produced in discovery that is subject to a claim of privilege or of protection as trial-preparation material, the party making the claim may notify any party that received the information of the claim and the basis for it. The Producing Party making the claim

shall provide a privilege log for the allegedly privileged or protected document(s), information, or other material. After being notified, the Receiving Party must promptly return or destroy the specified information and any copies it has and may not sequester, use, or disclose the information until the claim is resolved. This includes a restriction against presenting the information to the Court for a determination of the claim.

(b) Information that contains privileged matter or attorney work product shall be immediately returned if such information appears on its face to have been inadvertently produced.

(c) Any disclosure of communications, documents, information, or material covered by the privileges or other protection shall in no way prejudice or otherwise constitute a waiver of the privileges or other protection from discovery in this Action or in any other federal or state proceeding.

(d) This Stipulated Protective Order shall be interpreted to provide the maximum protection allowed by Federal Rule of Evidence 502(d). Accordingly, the provisions of Federal Rule of Evidence 502(b) do not apply, and the disclosing party is not required to satisfy the elements of Rule 502(b) to properly assert the attorney-client privilege or work product protection over disclosed communications, information, and documents.

(e) Nothing contained herein is intended to or shall serve to limit a party's right to conduct a review of communications, information, or documents for relevance, responsiveness and/or segregation of privileged and/or protected information before production.

14. MISCELLANEOUS

14.1 Right to Further Relief. Nothing in this Stipulated Protective Order abridges the right of any person to seek its modification by agreement with other Parties or by applying to the Court if such agreement cannot be reached.

14.2 Right to Assert Other Objections. By stipulating to the entry of this Stipulated Protective Order, no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. For example, the failure to designate documents, information or material in accordance with this Stipulated Protective Order and the failure to object to a designation at a given time shall not preclude the filing of a motion at a later date seeking to impose such designation or challenging the propriety thereof. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Stipulated Protective Order.

14.3 No Agreement Concerning Discoverability. The identification or agreed upon treatment of certain types of Disclosure and Discovery Material does not reflect agreement by the Parties that the disclosure of such categories of Disclosure and Discovery Material is required or appropriate in this Action. The Parties reserve the right to argue that any particular category of Disclosure and Discovery Material should not be produced.

14.4 Export Control. Disclosure of Protected Material shall be subject to all applicable laws and regulations relating to the export of technical data contained in such Protected Material, including the release of such technical data to foreign persons or nationals in the United States or elsewhere. Each party receiving Protected Material shall comply with all applicable export control statutes and regulations. *See, e.g.*, 15 CFR 734. No Protected Material, whether physical or electronic, may leave the territorial boundaries of the United States of America or be made available to any foreign national who is not (i) lawfully admitted for permanent residence in the United States or (ii) identified as a protected individual under the Immigration and Naturalization Act (8 U.S.C. 1324b(a)(3)); provided that, to the extent consistent with applicable laws and regulations including 15 CFR 734, nothing in this Section shall limit the ability of Outside Counsel

of Record who are Canadian citizens and lawfully working in the United States to access Protected Material to the same extent as other Outside Counsel of Record. Nothing in this Section is intended to interpret or analyze the meaning of U.S. law, including immigration statutes. Without limitation, this prohibition extends to Protected Material (including copies) in physical and electronic form. The viewing of Protected Material through electronic means outside the territorial limits of the United States of America is similarly prohibited. Notwithstanding this prohibition, Protected Material, and to the extent otherwise permitted by law, may be taken outside the territorial limits of the United States if it is reasonably necessary for a deposition taken in a foreign country. The restrictions contained within this paragraph may be amended through the consent of the Producing Party to the extent that such agreed-to procedures conform with applicable export control laws and regulations.

14.5 Use of Protected Material at Hearing. Subject to any challenges under Section 6, the Parties will not oppose any reasonable request by the Producing Party that the courtroom be sealed, if allowed by the Court, during the presentation of any testimony, evidence, or argument relating to or involving the use of any Protected Material.

14.6 No Limitation on Legal Representation. Nothing in this Stipulated Protective Order shall preclude or impede Outside Counsel of Record's ability to communicate with or advise their client in connection with this Action based on such Outside Counsel of Record's review and evaluation of Protected Material, provided however that such communications or advice shall not disclose or reveal the substance or content of any Protected Material other than as permitted under this Stipulated Protective Order.

14.7 Violations. If any Party violates, or knows or believes that another Party is in violation of or intends to violate the limitations on the use of Protected Material as described above,

the Party shall raise the violations or potential violations with the opposing Party. If the Parties are unable to resolve the matter by agreement, the Parties may move the Court for relief. Pending disposition by the Court, the Party alleged to be in violation of or intending to violate this Stipulated Protective Order shall discontinue the performance of and/or shall not undertake the further performance of any action alleged to constitute a violation of this Stipulated Protective Order.

14.8 Agreement Upon Execution. Each of the Parties agrees to be bound by the terms of this Stipulated Protective Order as of the date counsel for such party executes this Stipulated Protective Order, even if prior to entry of this Stipulated Protective Order by the Court.

14.9 Data Security. Any person in possession of Protected Material will maintain appropriate administrative, technical, and organizational safeguards (“Safeguards”) that protect the security and privacy of Protected Material, including restrictions regarding the disclosure or use of Protected Material in any large language models or any artificial intelligence services.¹⁰ The Safeguards will meet or exceed relevant industry standards and limit the collection, storage, disclosure, use of, or access to Protected Material solely to personnel and purposes authorized by this Stipulated Protective Order. Each person will ensure that anyone acting on that person’s behalf is subject to the Safeguards or otherwise provides equivalent or greater protections for the security and privacy of Protected Material.

If Protected Material is to be used during a deposition conducted remotely (including in part), the Designating Party shall be permitted to specify the technology for the audio/video conference and exhibits if it does so at least five (5) business days in advance.

¹⁰ Such restrictions shall, at a minimum, prohibit the disclosure or use of Protected Material in any large language models or artificial intelligence services that are accessible to the public or will capture entered data in order to train what is accessible by the public.

14.10 Abrogation or Waiver. Nothing in this Stipulated Protective Order shall be construed to affect an abrogation, waiver, or limitation of any kind on the rights of each of the Parties to assert any applicable discovery or trial privilege.

14.11 Publication. Production of Protected Material by each of the Parties shall not be deemed a publication of the documents, information, and material (or the contents thereof) produced so as to void or make voidable whatever claim the Parties may have as to the proprietary and confidential nature of the documents, information, or other material or its contents.

14.12 Filing Under Seal. Any Protected Material that is filed with the Court that requires sealing shall be filed under seal in accordance with the Court's procedures. Exhibits to a filing shall conform to the labeling requirements set forth in this Stipulated Protective Order.

15. FINAL DISPOSITION

(a) Within sixty (60) days after the final disposition of this Action, as defined in Section 4 (DURATION), each Receiving Party must return all Protected Material to the Producing Party or destroy such material, at the election of the Receiving Party. As used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations, indexes, descriptions, summaries, excerpts or extracts thereof (excluding excerpts or extracts incorporated into any privileged memoranda of the Parties and materials which have been admitted into evidence in this Action), and any other format reproducing or capturing any of the Protected Material. If requested by the Producing Party, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60-day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts,

compilations, summaries or any other format reproducing or capturing any of the Protected Material.

(b) Within fourteen (14) days of final termination of this Action, as defined in Section 4 (DURATION), all Protected Material stored in electronic form in the possession of a Receiving Party, shall be taken “offline,” meaning that any access to those materials available via login over the public Internet (for example, login to an e-discovery vendor hosting Protected Material) shall be removed.

(c) Notwithstanding the foregoing, Outside Counsel of Record may retain an archival copy of all filings (including pleadings, motion and trial briefs, and exhibits), transcripts, written discovery, correspondence, expert reports, and work product related to any CONFIDENTIAL and -HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY information, all of which shall remain subject to this Stipulated Protective Order. Outside Counsel of Record shall review archival copies for references to HIGHLY CONFIDENTIAL – SOURCE CODE information and confirm it has removed these references from its archival copies within sixty (60) days after the final disposition of this Action, as defined in Section 4 (DURATION).

16. INTERPRETATION, ENFORCEMENT, AND CONTINUING JURISDICTION

The United States District Court for the District of Delaware is responsible for the interpretation and enforcement of this Stipulated Protective Order. After final disposition of this Litigation, the provisions of this Stipulated Protective Order shall continue to be binding except with respect to that Disclosure or Discovery Material that become a matter of public record. This Court retains and shall have continuing jurisdiction over the Parties and recipients of the Protected Material for enforcement of the provision of this Order following final disposition of this Litigation. All disputes concerning Protected Material produced under the protection of this

Stipulated Protective Order shall be resolved by the United States District Court for the District of Delaware.

17. OTHER PROCEEDINGS

By entering this Stipulated Protective Order and limiting the disclosure of information in this Action, the Court does not intend to preclude another court from finding that information may be relevant and subject to disclosure in another case.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

FARNAN LLP

RICHARDS, LAYTON & FINGER, P.A.

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SO ORDERED, THIS 20th DAY OF MARCH, 2026.



The Honorable Gregory B. Williams
United States District Judge

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

VOXER, INC. AND VOXER IP LLC,	)	
	)	
Plaintiffs,	)	C.A. No. 25-873-GBW
	)	
v.	)	JURY TRIAL DEMANDED
	)	
GOOGLE, LLC AND YOUTUBE, LLC,	)	
	)	
Defendants.	)	

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____ [print or type full address], working for _____ [print name of employer], have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the District of Delaware on _____ [date] in the case of *Voxer, Inc. v. Google, LLC, et al.*, Case No. 25-873 (GBW). I agree to comply with and to be bound by all the terms of this Stipulated Protective Order, and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any Protected Material that is disclosed to me in one or more of this Action and is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Stipulated Protective Order.

Promptly upon termination of this Action, I will return or destroy all Protected Materials under this Stipulated Protective Order that came into my possession as part of one or more of this Action, and all documents and things that I have prepared relating thereto, to the Outside Counsel of Record for the party by whom I am engaged.

I further agree to submit to the jurisdiction of the United States District Court for the District of Delaware for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this Action.

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

Date: _____

City and State where sworn and signed: _____

Printed name: _____

[printed name]

Signature: _____

[signature]