IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

TQ DELTA, LLC, Plaintiff, v. COMCAST CABLE COMMUNICATIONS LLC, Defendant.	)	C.A. No. 15-cv-00611-RGA
TQ DELTA, LLC, Plaintiff, v. COXCOM LLC and COX COMMUNICATIONS INC., Defendants.	)	C.A. No. 15-cv-00612-RGA
TQ DELTA, LLC, Plaintiff, v. TIME WARNER CABLE INC. and TIME WARNER CABLE ENTERPRISES LLC. Defendants.	)	C.A. No. 15-cv-00615-RGA

LETTER OF REQUEST
Request for International Judicial Assistance
Pursuant to the Hague Convention of 18 March 1970 on
the Taking of Evidence in Civil or Commercial Matters
By the United States District Court,
District of Delaware
Hon. Richard G. Andrews

TO THE APPROPRIATE AUTHORITY IN FRANCE:

The United States District Court for the District of Delaware presents its compliments to the appropriate judicial authority of France, and requests international judicial assistance to obtain

evidence, including documentary and testimonial evidence, to be used in a civil proceeding pending before this Court in the above-captioned matters.

This Court requests the assistance described herein pursuant to the Hague Convention of 18 March 1970 on the Taking of Evidence Abroad in Civil or Commercial Matters, as adopted and implemented in the United States of America at 28 U.S.C. § 1781, and which went into effect in France on 6 October 1974. The United States District Court for the District of Delaware is a competent court of law and equity which properly has jurisdiction over this proceeding, and has the power to compel the attendance of witnesses and production of documents both within and outside its jurisdiction.

The documentary and testimonial evidence is intended for use in the above-captioned civil lawsuits, including at trial, and in the view of this Court will be highly relevant to the patent infringement claims asserted therein.

In that regard, the Plaintiff in those lawsuits, TQ Delta, LLC, has alleged that certain products used and sold by the Defendants infringe its U.S. Patent Nos. 8,718,158 and 9,014,243 (the "Patents-in-Suit"). The accused products are electronics devices used in the provision of home television and broadband data services. The feature of the accused products accused of infringing the Patents-in-Suit is an interface that communicates with other devices according to "MoCA Specifications" (i.e., technical standards) issued by an organization called the Multimedia over Coax Alliance ("MoCA"). This "MoCA Interface" allows devices deployed in consumers' homes to communicate with each other over coaxial cables.

TQ Delta asserts that the Patents-in-Suit cover three essential functionalities that are provided by devices that implement the MoCA Specifications. TQ Delta understands that those functionalities are implemented and/or controlled in the accused products by semiconductor chips,

including, for a subset of accused products, semiconductor chips provided by a STMicroelectronics. TQ Delta further believes that STMicroelectronics (Grenoble 2) SAS and/or STMicroelectronics (Alps) SAS, which are both located in Grenoble, France, have technical information related to those chips that is relevant to TQ Delta's infringement claims.

The evidence sought from STMicroelectronics (Grenoble 2) SAS and STMicroelectronics (Alps) SAS in this Letter of Request will assist in showing whether and how accused products implement the MoCA Specifications – which is relevant to TQ Delta's infringement claims. Moreover, TQ Delta believes that the information sought in this Letter of Request is not available except from STMicroelectronics. This request is made with the understanding that it will in no way require any person to commit any offense, or to undergo a broader form of inquiry than he or she would if the litigation were conducted in France. In the proper exercise of its authority, this Court has determined that the documentary and testimonial evidence cannot be secured except by the intervention of the French judicial authorities.

1.	Sender	The Honorable Richard G. Andrews United States District Court Judge United States District Court for the District of Delaware J. Caleb Boggs Federal Building 844 N. King Street Unit 9, Room 632 Wilmington, DE 19801-3555
2.	Central Authority of the Requested State	Ministère de la Justice Direction des Affaires Civiles et du Sceau Département de l'entraide, du droit international privé et européen (DEDIPE) 13, Place Vendôme 75042 Paris Cedex 01France entraide-civile-internationale@justice.gouv.fr
3.	Person to whom the executed request is to be returned	Peter J. McAndrews McAndrews, Held & Malloy, Ltd. 500 West Madison Street, 34th Floor

		Chicago, IL 60661, U.S.A. pmcandrews@mcandrews-ip.com Telephone: (312) 775-8000 Facsimile: (312) 775-8100
4.	Specification of the date by which the requesting authority requires receipt of the response to the Letter of Request	As soon as reasonably practicable consistent with the Court's calendar.
	Reason for urgency	Fact discovery in the underlying litigation in the United States District Court for the District of Delaware is scheduled to close on November 12, 2021; however, a final contention deadline, which depends in part on information sought from STMicroelectronics, is set for October 15, 2021.
IN CONFORMITY WITH ARTICLE 3 OF THE CONVENTION, THE UNDERSIGNED APPLICANT HAS THE HONOUR TO SUBMIT THE FOLLOWING REQUEST:		
5.a	Requesting judicial authority (Article 3,*a)*)	United States District Court for the District of Delaware J. Caleb Boggs Federal Building 844 N. King Street Unit 9, Room 632 Wilmington, DE 19801-3555, U.S.A.
5.b	To the competent authority of (Article 3, *a)*)	Ministère de la Justice Direction des Affaires Civiles et du Sceau Département de l'entraide, du droit international privé et européen (DEDIPE) 13, Place Vendôme 75042 Paris Cedex 01 France entraide-civile-internationale@justice.gouv.fr
5.c	Names of the case and any identifying number	*TQ Delta, LLC v. Comcast Cable Communications LLC*, 15-cv-611-RGA (D. Del.) and *TQ Delta, LLC v. Time Warner Cable Inc., et al.*, 15-cv-615-RGA (D. Del.), and *TQ Delta, LLC v. CoxCom, LLC, et al.*, 15-cv-612-RGA (D. Del.), all of which are pending in the United States District Court for the District of Delaware.

6.	Names and addresses of the parties and their representatives (including representa-tives in the requested State*) (Article 3, *b)*)	
a	Plaintiff	Plaintiff TQ Delta, LLC is a limited liability company organized and existing under the laws of the State of Delaware, and it has a principal place of business at 900 S. Capital of Texas Hwy., Suite 150, Austin, Texas 78746, U.S.A.
	Representatives	MCANDREWS, HELD & MALLOY, LTD. Peter J. McAndrews (pmcandrews@mcandrews-ip.com) Thomas J. Wimbiscus (twimbiscus@mcandrews-ip.com) Paul W. McAndrews (pwmcandrews@mcandrews-ip.com) Rajendra A. Chiplunkar (rchiplunkar@mcandrews-ip.com) David Z. Petty (dpetty@mcandrews-ip.com) Andrews B. Karp (akarp@mcandrews-ip.com) 500 West Madison Street, 34th Floor Chicago, IL 60661, U.S.A. Telephone: (312) 775-8000 FARNAN LLP Brian E. Farnan (bfarnan@farnanlaw.com) Michael J. Farnan (mfarnan@farnanlaw.com) 919 North Market Street, 12th Floor Wilmington, Delaware 19801, U.S.A. Telephone: (302) 777-0300 BARDEHLE PAGENBERG SEP SAS Rebecca Delorey (delorey@bardehle.fr) SO Square Opéra 5 rue Boudreau 75009 Paris France
b	Defendant	Defendant Comcast Cable Communications LLC is a company organized and existing under the laws of the State of Delaware, with its principal place of business at One Comcast Center, 1701 John F. Kennedy Blvd., Philadelphia, Pennsylvania 19103-2838. Defendant Time Warner Cable Inc. is a corporation organized and existing under the laws of the State of Delaware, with its

		principal place of business at 60 Columbus Circle, New York, New York, 10023. Defendant Time Warner Cable Enterprises LLC is a company organized and existing under the laws of the State of Delaware, with its principal place of business at 60 Columbus Circle, New York, New York, 10023. Defendant CoxCom, LLC is a company organized under the laws of the State of Delaware, with its principal place of business at 1400 Lake Hearn Drive NE, Atlanta, Georgia 30319. Defendant Cox Communications, Inc. is a corporation organized under the laws of the state of Delaware, with its principal place of business at 1400 Lake Hearn Drive NE, Atlanta, Georgia, 30319.
	Representatives	AS TO ALL DEFENDANTS: DUANE MORRIS LLP L. Norwood Jameson (wjameson@duanemorris.com) Matthew C. Gaudet (mcgaudet@duanemorris.com) David C. Dotson (dcdotson@duanemorris.com) Jennifer H. Forte (jhforte@duanemorris.com) 1075 Peachtree Street N.E., Suite 2000 Atlanta, GA 30309-3929, U.S.A. Telephone: (404) 253-6900 John M. Baird (jmbaird@duanemorris.com) 505 9th Street, N.W., Suite 1000 Washington, DC 2004-2166, U.S.A. Telephone: (202) 776-7819 MORRIS, NICHOLS, ARSHT & TUNNELL LLP Jack B. Blumenfeld (jblumenfeld@mnat.com) Jennifer Ying (jying@mnat.com) 1201 North Market Street P.O. Box 1347 Wilmington, DE 19899, U.S.A. Telephone: (302) 658-9200
c	Other parties	
	Representatives	

7.a	Nature of the proceedings (divorce, paternity, breach of contract, product liability, etc.) (Article 3, *c)*)	The claims in the aforementioned civil actions arise under the Patent Laws of the United States (e.g., 35 U.S.C. § 271) and, in particular, include claims of patent infringement.
b	Summary of complaint	Plaintiff TQ Delta has brought actions against Defendants for infringement of its U.S. Patent Nos. 8,718,158 and 9,014,243 (the "Patents-in-Suit").
c	Summary of defence and counterclaim	Defendants have denied that they infringe TQ Delta's Patents-in-Suit.
d	Other necessary information or documents	
8.a	Evidence to be obtained or other judicial act to be performed (Article 3, *d)*)	Documents from STMicroelectronics (Grenoble 2) SAS and STMicroelectronics (Alps) SAS, and oral testimony from a corporate representative for use at trial in the aforementioned civil actions pending in the United States District for the District of Delaware.
b	Purpose of the evidence or judicial act sought	On information and belief, STMicroelectronics (Grenoble 2) SAS and STMicroelectronics (Alps) SAS have technical information related to chipsets and related firmware employed in certain products that TQ Delta has accused of infringement in the three lawsuits. Such technical information is relevant to TQ Delta's infringement case against the Defendants.
9.	Identity and address of any person to be examined (Article 3, *e)*)	A designated representative of STMicroelectronics (Grenoble 2) SAS and STMicroelectronics (Alps) SAS, which are located at 12 Rue Jules Horowitz, 38000 Grenoble, France. The representative shall be knowledgeable about the subjects identified in Attachment A and the documents requested in Attachment B.
10.	Questions to be put to the persons to be examined or statement of the subject matter about which they are to be examined (Article 3, *f)*)	See Attachment A.

11.	Documents or other property to be inspected (Article 3, *g)*)	See Attachment B.
12.	Any requirement that the evidence be given on oath or affirmation and any special form to be used (Article 3, *h)*)	The examination shall be taken under the Federal Rules of Civil Procedure of the United States of America, except to the extent that such procedure is incompatible with the laws of France. The testimony shall be given under oath, before a court reporter.
13.	Special methods or procedure to be followed (e.g. oral or in writing, verbatim, transcript or summary, cross-examination, etc.) (Articles 3, *i)* and 9)	The documents requested in Attachment B are, or are likely to be, in the possession, custody, or control of STMicroelectronics (Grenoble 2) SAS and/or STMicroelectronics (Alps) SAS, and are relevant to the claims and defenses of the proceedings before this Court. STMicroelectronics (Grenoble 2) SAS and/or STMicroelectronics (Alps) SAS likely have an employee or employees within France's jurisdiction who have knowledge of the subjects set forth in Attachment A regarding chipsets and related firmware that are used in Defendants' accused products. This Letter of Request includes the following requests: 1. That this Letter of Request be granted and the evidence-taking proceeding be performed. 2. That a representative or representatives of STMicroelectronics (Grenoble 2) SAS and/or STMicroelectronics (Alps) SAS be summoned to appear before you or some competent office authorized by you, on a date, mutually agreed upon by the deponent(s) and the parties or at a time and/or place to be determined by you, to give testimony under oath by oral deposition on the subjects set forth in Attachment A. Such deposition shall continue until completion and be conducted in accordance with the Federal Rules of Civil Procedure of the United States of America or as permitted by you. 3. That attorneys for Plaintiff TQ Delta be permitted to ask the witness questions that are related to the subjects set forth in Attachment A. 4. That representatives of the Defendants be permitted to examine and/or cross-examine the witness.

		5. That an authorized court reporter be present at the examination who shall record the oral testimony verbatim (in English or French as necessary) and prepare a transcript of the evidence. 6. That an authorized interpreter be present at the examination who shall translate the questions and oral testimony between French and English as necessary. 7. That, to the extent that multiple hearing dates are necessary to complete the taking of evidence sought in Attachment A and the additional questions related to the subject matter set forth in Attachment A, the hearings are scheduled on consecutive days or as close to each other as reasonably practicable. 8. That STMicroelectronics (Grenoble 2) SAS and STMicroelectronics (Alps) SAS be ordered to produce documents in accordance with Attachment B, not later than thirty (30) days prior to the oral examination of its representative, and provide them to the following: Peter J. McAndrews McAndrews, Held & Malloy, Ltd. 500 West Madison Street, 34th Floor Chicago, IL 60661, U.S.A. pmcandrews@mcandrews-ip.com 9. That the oral and documentary evidence produced in response to this Letter of Request shall be designated in accordance with the Protective Orders entered in the lawsuits before this Court. Those Protective Orders are attached hereto as Exhibits 1-3. In the event the evidence cannot be taken in the manner or location requested, it is to be taken in such a manner or location as provided by local law. To the extent any request in this section is deemed incompatible with French principles of procedural law, it is to be disregarded. Moreover, should Covid-related restrictions on travel and/or indoor gatherings prevent the examination from being performed in person, the examination can be conducted via videoconference.
14.	Request for notification of the time and place for the execution of the	Please notify the following counsel regarding the time and place for the execution of the Request: MCANDREWS, HELD & MALLOY, LTD.

	Request and identity and address of any person to be notified (Article 7)	Peter J. McAndrews (pmcandrews@mcandrews-ip.com) Thomas J. Wimbiscus (twimbiscus@mcandrews-ip.com) Paul W. McAndrews (pwmcandrews@mcandrews-ip.com) Rajendra A. Chiplunkar (rchiplunkar@mcandrews-ip.com) David Z. Petty (dpetty@mcandrews-ip.com) Andrews B. Karp (akarp@mcandrews-ip.com) 500 West Madison Street, 34th Floor Chicago, IL 60661, U.S.A. Telephone: (312) 775-8000 FARNAN LLP Michael J. Farnan (mfarnan@farnanlaw.com) Brian E. Farnan (bfarnan@farnanlaw.com) 919 North Market Street, 12th Floor Wilmington, Delaware 19801, U.S.A. Telephone: (302) 777-0300 BARDEHLE PAGENBERG SEP SAS Rebecca Delorey (delorey@bardehle.fr) SO Square Opéra 5 rue Boudreau 75009 Paris France
15.	Request for attendance or participation of judicial personnel of the requesting authority at the execution of the Letter of Request (Article 8)	Attendance of judicial personnel is not required. Pursuant to the Federal Rules of Civil Procedure of the United States of America, depositions may be taken and documents may be requested and produced without involvement of judicial personnel.
16.	Specification of privilege or duty to refuse to give evidence under the law of the State of origin (Article 11, *b)*)	The privilege or duty of the witness to refuse to give evidence shall be the same as if they were testifying under the applicable provisions of the Federal Rules of Civil Procedure of the United States.
17.	The fees and costs incurred which are reimbursable under	Please contact the Plaintiff TQ Delta's United States counsel, at the address set out under paragraph 6a above, to make any necessary financial arrangements.

	the second paragraph of Article 14 or under Article 26 of the Convention will be borne by	

CONCLUSION

In the spirit of comity and reciprocity, this Court hereby requests international judicial assistance in the form of this Letter of Request to obtain (i) the production of documents from STMicroelectronics (Grenoble 2) SAS and STMicroelectronics (Alps) SAS, as set forth in Attachment B attached hereto, and (ii) the oral examination, under oath, of a representative or representatives of STMicroelectronics (Grenoble 2) and STMicroelectronics (Alps) SAS on the subjects set forth in Attachment A attached hereto, for use at trial. This Court extends to all judicial and other authorities of France, the assurances of its highest consideration.

This Court expresses its sincere willingness to provide similar assistance to the Judicial Authorities of France if future circumstances require.

DATED: September 8, 2021

By: /s/ Richard G. Andrews
Hon. Richard G. Andrews
United States District Court Judge

SIGNATURE AND SEAL OF THE REQUESTING AUTHORITY

By: _____
Clerk of the Court

_____

Printed Name
(affix seal here)

ATTACHMENT A

SUBJECT MATTER ABOUT WHICH A REPRESENTATIVE OF STMICROELECTRONICS (GRENOBLE 2) SAS AND STMICROELECTRONICS (ALPS) SAS IS TO BE EXAMINED

DEFINITIONS

1. The term "Document" is used in its broadest sense permitted under the Federal Rules of Civil Procedure and includes, but is not limited to, all of the following matter in Your actual or constructive possession, custody or control: any printed, written, graphic, photographic, magnetic or electronic matter (including, without limitation, tape recordings and material for computer use), however printed, produced or reproduced, coded or stored, of any kind or description, whether sent or received or not, including all originals, copies, reproductions, facsimiles, drafts and both sides thereof, now or at any time in Your possession, custody or control. The term shall include, without limitation, letters, memoranda, correspondence, intra and inter-office communications, intra- and inter-departmental communications, communications with third parties, routing slips, records, books, manuals, policy statements, rules, regulations, guidelines, graphs, charts, blueprints, drawings, sketches, models, photographs, microfilm, microfiche, prints, slides, negatives, videotapes, motion pictures, tape recordings, cassettes, compact discs, surveys, summaries, statements, opinions, evaluations, licenses, agreements, contracts, proposals, work papers, forecasts, statistical records, transactional files, telegrams, mailgrams, telex, messages, notes, marginalia, notations, minutes, agenda, transcripts, affidavits, calendars, appointment books, diaries, timesheets, logs, files, binders, financial statements, cost sheets, reports, receipts, accounts, requisitions, charge slips, checks, invoices, ledgers and books of account. The term further shall include any information currently or previously contained on any magnetic or electronic storage device, including, without limitation, computer-stored data or databases, punch

cards, data processing, magnetic and computer tapes, electronic mail, voicemail, LAN, servers, diskettes, floppies, drives, hard disks, backup tapes, jazz and zip drives, CD-ROMs, optical discs, printer and fax machine buffers, smart cards, PDAs, palmtops and handheld computing devices, and laptops and electronic notebooks, as well as any printouts or readouts from any magnetic or electronic storage device.

2. The terms "STMicroelectronics," "You," and "Your" shall mean and refer to STMicroelectronics (Grenoble 2) SAS, STMicroelectronics (Alps) SAS, and their predecessors, successors, affiliates, parent companies, child companies, divisions, subsidiaries, assignors, past or present officers, directors, employees, agents, partners, attorneys, accountants, advisors, counsel, representatives, and any other person or entity acting for or on its behalf.

3. The term "TQ Delta" shall mean and refer to TQ Delta, LLC.

4. The term "MoCA" shall mean Multimedia over Coax Alliance.

5. The term "MoCA 1.0 Specification" shall mean any and all issued revisions the MoCA MAC/PHY Specification v2.0, including without limitation MoCA-M/P-SPEC-V1.0-04052007, MoCA-M/P-SPEC-V1.0-08292008, MoCA-M/P-SPEC-V1.0-07012009, and MoCA-M/P-SPEC-V1.0-02082011.

6. The term "MoCA 1.1 Specification" shall mean any and all issued revisions of the MoCA MAC/PHY Specification v1.1, including without limitation MoCA-M/P-SPEC-V1.1-06272011 and MoCA-M/P-SPEC-V1.1-13032013.

7. The term "MoCA 2.0 Specification" shall mean any and all issued revisions the MoCA MAC/PHY Specification v2.0, including without limitation MoCA-M/P-SPEC-V2.0-20100507, MoCA-M/P-SPEC-V2.0-20120405, MoCA-M/P-SPEC-V2.0-20130208, MoCA-M/P-SPEC-V2.0-20131121, and MoCA-M/P-SPEC-V2.0-20160727.

8. The term "MoCA Specification" shall mean any one of the issued revisions of the MoCA 1.0 Specification, MoCA 1.1 Specification, or MoCA 2.0 Specification.

9. "STMicroelectronics MoCA Product" shall mean any integrated circuit(IC)/chip/chipset, including without limitation an application specific integrated circuit (ASIC), designed, made, or sold by STMicroelectronics that implements, employs, or complies with one or more of the communication specifications adopted by MoCA, including without limitation any MoCA 1.0 Specification, any MoCA 1.1 Specification, and any MoCA 2.0 Specification, including without limitation any IC/chips/chipsets supplied to Cisco or Technicolor, including without limitation (i) STVMOCA devices (*see* https://www.st.com/en/digital-set-top-box-ics/stvmoca.html), (ii) devices designated by the name or number STx71xx (where "x" denotes a letter or number), (iii) the ST7108M, STi7108, and/or STi7108M device(s), and (iv) IC/chips/chipsets bearing codenames Hermes (Part No. 4038366), Gaia (Part No. 4035864), Cronus (Part No. 4028470), and Cronus-Lite (Part No. 4022749).

10. "MoCA Functionality" shall mean operation in accordance with any MoCA Specification provided by any STMicroelectronics MoCA Product and any hardware, software and/or firmware of any STMicroelectronics MoCA Product that supports or provides such operation.

11. The term "Accused MoCA Functionality" shall mean MoCA Functionality that generally relates to § 3.3 ("Beacon Operation"), § 3.6 ("Admitting a Node to the Network), § 3.8 ("Media Access Plan"), § 3.9 ("Transmission Bandwidth Allocation Management") including without limitation subsection 3.9.2 ("Reservation Request Scheduling"), and § 4.3 ("PHY Data Packet Payload"), including without limitation subsections 4.3.5 ("Byte Scrambling"), 4.3.6 ("Subcarrier Modulation Mapping"), 4.3.7 ("Bin Scrambling") and 4.3.8 ("ACMT Modulation")

of any issued revision of the MoCA 1.0 Specification and MoCA 1.1 Specification and § 7.1 ("Beacon Operation"), § 7.2 ("Reservation Request"), § 7.3 ("Media Access Plan (MAP) Operation"), § 8.3 ("Node Admission"), and § 14.3 ("Data/Control PHY-Frame Payloads"), including without limitation subsections 14.3.5 ("Data-Scrambling"), 14.3.6 ("Subcarrier Modulation Bit-Mapping"), 14.3.7 ("Constellation Bin-Scrambling") and 14.3.8 ("OFDM Modulation") of any issued revision of the MoCA 2.0 Specification.

12. The term "OEM" shall mean any original equipment manufacturer that designs, manufactures, or sells a product or subsystem that includes any STMicroelectronics MoCA Product, including without limitation Technicolor and Cisco.

13. The term "Technical Documents" shall mean data sheets, technical documents and/or specifications, requirements documents and/or specifications, functional descriptions and/or specifications, hardware descriptions and/or specifications, software descriptions and/or specifications, firmware descriptions and/or specifications, architecture descriptions and/or specifications, board-level design documents and/or specifications (e.g., documents showing all components, including one or more STMicroelectronics MoCA Products, such as, for example, other semiconductor devices), reference design documents and/or specifications (e.g., designs showing implementation of all components necessary to enable implementation of the MoCA Functionality while using any STMicroelectronics MoCA Product), functional and/or block diagrams, instructions, component lists and/or selection guides, programmer's guides, technical reference manuals, application notes and hardware, software, and firmware release notes.

14. The term "Source Code" shall mean (a) hardware design and implementation source code and all updates, including without limitation Verilog, VHDL, and HDL code; (b) firmware source code and all updates, including without limitation MoCA source code, embedded

processor or micro-processor source code (e.g., ARM processor / micro-processor code), and micro-controller and special purpose hardware code; (c) software source code and all updates, including without limitation software packages, executables, makefiles, build files, batch files and their equivalents, libraries, drivers, interfaces, and applications; and (d) all other releases, upgrades, packages, executables, libraries, drivers, interfaces and applications for the hardware, firmware, and software source code produced pursuant to sub-sections (a)-(c).

15. The term "OEM Product" shall mean any product designed, made, or sold by any OEM.

SUBJECTS

It is requested that the competent French judicial authority compel the testimony of a representative of STMicroelectronics, under oath, on the following subjects:

SUBJBECT NO. 1:

STMicroelectronics' knowledge, including facts and circumstances, relating to (i) information sought in the document requests of Attachment B, and (ii) all Documents and Things produced in response to the document requests of attached Attachment B.

SUBJECT NO. 2:

STMicroelectronics' efforts and procedures to search for, identify, collect, and produce the documents and information sought in the document requests of attached Attachment B.

SUBJECT NO. 3:

STMicroelectronics' record keeping and/or filing system(s) and method(s), and for each document produced in response to the document requests of attached Attachment B, whether or not the produced document (i) is a true and correct copy of a document collected by STMicroelectronics and produced in response to the document requests attached as Attachment B,

(ii) was prepared or authored by personnel of STMicroelectronics in the ordinary course of their duties at or near the time of the events recorded, and (iii) was made and kept by STMicroelectronics in the course of its regularly conducted operations.

SUBJECT NO. 4:

Which firmware version(s) or release(s) has/have been provided for use on the STMicroelectronics MoCA Products that have been provided to an OEM or for use in an OEM Product.

SUBJECT NO. 5:

Each STMicroelectronics MoCA Product by name and model number and the MoCA Specification(s), including without limitation any issued revisions of the MoCA 1.0 Specification, MoCA 1.1 Specification, and/or MoCA 2.0 Specification, with which each such STMicroelectronics MoCA Product complies, purports to comply, is intended to comply, is capable of complying with, and/or is interoperable with or intended to be interoperable with

SUBJECT NO. 6:

Whether each STMicroelectronics MoCA Product provides the Accused MoCA Functionality and/or is intended to provide an OEM Product or other device employing it with the Accused MoCA Functionality

SUBJECT NO. 7:

For each STMicroelectronics MoCA Product, and each version or release thereof, Technical Documents that relate to, describe, or specify MoCA Functionality.

SUBJECT NO. 8:

For each STMicroelectronics MoCA Product, and each version or release thereof, whether such STMicroelectronics MoCA Product, or OEM Product employing such STMicroelectronics

MoCA Product, (1) complies with or does not comply with, implements or does not implement, and/or is operable with or is not operable with a MoCA Specification, and/or (2) provides or does not provide a device with the Accused MoCA Functionality. The foregoing includes but is not limited to testing of the MoCA Functionality of any STMicroelectronics MoCA Product and/or OEM Product, including without limitation, MoCA interoperability, compliance, or certification testing.

SUBJECT NO. 9:

For each STMicroelectronics MoCA Product supplied to or for Technicolor and/or Cisco, or for use in Technicolor or Cisco products, whether the product's Source Code provides, controls, and/or relates to MoCA Functionality, and whether there is Source Code for each version or release of hardware, software, and/or firmware supplied to or for Technicolor and/or Cisco.

SUBJECT NO. 10:

For each version or release of the Source Code, hardware, software, and/or firmware referenced in Topic No. 10 *supra*, whether there are schematics (e.g., connectivity and/or interface schematics), diagrams (e.g., functional, flow, state and/or block diagrams), specifications, reference designs, flow charts, manuals, code descriptions, release notes, and descriptions of connectivity of electronic circuits (e.g., netlist) related to the release.

SUBJECT NO. 11:

Any code names, project names, alternative, and/or internal names for any STMicroelectronics MoCA Product and/or any hardware, software, or firmware component thereof and correlation of any such code names, project names, alternative, and/or internal names with the respective commercial names and/or model nos. of such STMicroelectronics MoCA Products.

SUBJECT NO. 12:

The release date and name, number, or other unique identifier used by STMicroelectronics to identify the version(s) or release(s) of software, MoCA firmware, and MoCA driver for each STMicroelectronics MoCA Product, including those version(s) or release(s) provided to Cisco and Technicolor.

SUBJECT NO. 13:

Each agreement relating to the sale/supply of any STMicroelectronics MoCA Product, or software or firmware releases for such STMicroelectronics MoCA Product, to Cisco or Technicolor or for use in any Cisco or Technicolor product.

SUBJECT NO. 14:

Each license agreement for which STMicroelectronics is, or has been, obligated to pay a patent license fee or patent royalty for its manufacture or sale of any STMicroelectronics MoCA Product due to its inclusion of any MoCA Functionality.

SUBJECT NO. 15:

Patent license royalties paid by STMicroelectronics for any STMicroelectronics MoCA Product due to its inclusion of any MoCA Functionality (including without limitation such information in units the monetary amount paid; delineated by product, by OEM, and by quarter and/or annum where available).

SUBJECT NO. 16:

The identity of STMicroelectronics employees who are knowledgeable regarding the STMicroelectronics MoCA Products, their Source Code, and/or the Accused MoCA Functionality.

ATTACHMENT B

REQUESTS FOR PRODUCTION OF DOCUMENTS AND THINGS

DEFINITIONS

1. The term "Document" is used in its broadest sense permitted under the Federal Rules of Civil Procedure and includes, but is not limited to, all of the following matter in Your actual or constructive possession, custody or control: any printed, written, graphic, photographic, magnetic or electronic matter (including, without limitation, tape recordings and material for computer use), however printed, produced or reproduced, coded or stored, of any kind or description, whether sent or received or not, including all originals, copies, reproductions, facsimiles, drafts and both sides thereof, now or at any time in Your possession, custody or control. The term shall include, without limitation, letters, memoranda, correspondence, intra and inter-office communications, intra- and inter-departmental communications, communications with third parties, routing slips, records, books, manuals, policy statements, rules, regulations, guidelines, graphs, charts, blueprints, drawings, sketches, models, photographs, microfilm, microfiche, prints, slides, negatives, videotapes, motion pictures, tape recordings, cassettes, compact discs, surveys, summaries, statements, opinions, evaluations, licenses, agreements, contracts, proposals, work papers, forecasts, statistical records, transactional files, telegrams, mailgrams, telex, messages, notes, marginalia, notations, minutes, agenda, transcripts, affidavits, calendars, appointment books, diaries, timesheets, logs, files, binders, financial statements, cost sheets, reports, receipts, accounts, requisitions, charge slips, checks, invoices, ledgers and books of account. The term further shall include any information currently or previously contained on any magnetic or electronic storage device, including, without limitation, computer-stored data or databases, punch cards, data processing, magnetic and computer tapes, electronic mail, voicemail, LAN, servers,

diskettes, floppies, drives, hard disks, backup tapes, jazz and zip drives, CD-ROMs, optical discs, printer and fax machine buffers, smart cards, PDAs, palmtops and handheld computing devices, and laptops and electronic notebooks, as well as any printouts or readouts from any magnetic or electronic storage device.

2. The terms "STMicroelectronics," "You," and "Your" shall mean and refer to STMicroelectronics (Grenoble 2) SAS, STMicroelectronics (Alps) SAS, and their predecessors, successors, affiliates, parent companies, child companies, divisions, subsidiaries, assignors, past or present officers, directors, employees, agents, partners, attorneys, accountants, advisors, counsel, representatives, and any other person or entity acting for or on its behalf.

3. The term "TQ Delta" shall mean and refer to TQ Delta, LLC.

4. The term "MoCA" shall mean Multimedia over Coax Alliance.

5. The term "MoCA 1.0 Specification" shall mean any and all issued revisions the MoCA MAC/PHY Specification v2.0, including without limitation MoCA-M/P-SPEC-V1.0-04052007, MoCA-M/P-SPEC-V1.0-08292008, MoCA-M/P-SPEC-V1.0-07012009, and MoCA-M/P-SPEC-V1.0-02082011.

6. The term "MoCA 1.1 Specification" shall mean any and all issued revisions of the MoCA MAC/PHY Specification v1.1, including without limitation MoCA-M/P-SPEC-V1.1-06272011 and MoCA-M/P-SPEC-V1.1-13032013.

7. The term "MoCA 2.0 Specification" shall mean any and all issued revisions the MoCA MAC/PHY Specification v2.0, including without limitation MoCA-M/P-SPEC-V2.0-20100507, MoCA-M/P-SPEC-V2.0-20120405, MoCA-M/P-SPEC-V2.0-20130208, MoCA-M/P-SPEC-V2.0-20131121, and MoCA-M/P-SPEC-V2.0-20160727.

8. The term "MoCA Specification" shall mean any one of the issued revisions of the MoCA 1.0 Specification, MoCA 1.1 Specification, or MoCA 2.0 Specifications.

9. "STMicroelectronics MoCA Product" shall mean any integrated circuit(IC)/chip/chipset, including without limitation an application specific integrated circuit (ASIC), designed, made, or sold by STMicroelectronics that implements, employs, or complies with one or more of the communication specifications adopted by MoCA, including without limitation any MoCA 1.0 Specification, any MoCA 1.1 Specification, and any MoCA 2.0 Specification, including without limitation any IC/chips/chipsets supplied to Cisco or Technicolor, including without limitation (i) STVMOCA devices (*see* https://www.st.com/en/digital-set-top-box-ics/stvmoca.html), (ii) devices designated by the name or number STx71xx (where "x" denotes a letter or number), (iii) the ST7108M, STi7108, and/or STi7108M device(s), and (iv) IC/chips/chipsets bearing codenames Hermes (Part No. 4038366), Gaia (Part No. 4035864), Cronus (Part No. 4028470), and Cronus-Lite (Part No. 4022749).

10. "MoCA Functionality" shall mean operation in accordance with any MoCA Specification provided by any STMicroelectronics MoCA Product and any hardware, software and/or firmware of any STMicroelectronics MoCA Product that supports or provides such operation.

11. The term "Accused MoCA Functionality" shall mean MoCA Functionality that generally relates to § 3.3 ("Beacon Operation"), § 3.6 ("Admitting a Node to the Network), § 3.8 ("Media Access Plan"), § 3.9 ("Transmission Bandwidth Allocation Management") including without limitation subsection 3.9.2 ("Reservation Request Scheduling"), and § 4.3 ("PHY Data Packet Payload"), including without limitation subsections 4.3.5 ("Byte Scrambling"), 4.3.6 ("Subcarrier Modulation Mapping"), 4.3.7 ("Bin Scrambling") and 4.3.8 ("ACMT Modulation")

of any issued revision of the MoCA 1.0 Specification and MoCA 1.1 Specification and § 7.1 ("Beacon Operation"), § 7.2 ("Reservation Request"), § 7.3 ("Media Access Plan (MAP) Operation"), § 8.3 ("Node Admission"), and § 14.3 ("Data/Control PHY-Frame Payloads"), including without limitation subsections 14.3.5 ("Data-Scrambling"), 14.3.6 ("Subcarrier Modulation Bit-Mapping"), 14.3.7 ("Constellation Bin-Scrambling") and 14.3.8 ("OFDM Modulation") of any issued revision of the MoCA 2.0 Specification.

12. The term "OEM" shall mean any original equipment manufacturer that designs, manufactures, or sells a product or subsystem that includes any STMicroelectronics MoCA Product, including without limitation Technicolor and Cisco.

13. The term "Technical Documents" shall mean data sheets, technical documents and/or specifications, requirements documents and/or specifications, functional descriptions and/or specifications, hardware descriptions and/or specifications, software descriptions and/or specifications, firmware descriptions and/or specifications, architecture descriptions and/or specifications, board-level design documents and/or specifications (e.g., documents showing all components, including one or more STMicroelectronics MoCA Products, such as, for example, other semiconductor devices), reference design documents and/or specifications (e.g., designs showing implementation of all components necessary to enable implementation of the MoCA Functionality while using any STMicroelectronics MoCA Product), functional and/or block diagrams, instructions, component lists and/or selection guides, programmer's guides, technical reference manuals, application notes and hardware, software, and firmware release notes.

14. The term "Source Code" shall mean (a) hardware design and implementation source code and all updates, including without limitation Verilog, VHDL, and HDL code; (b) firmware source code and all updates, including without limitation MoCA source code, embedded

processor or micro-processor source code (e.g., ARM processor / micro-processor code), and micro-controller and special purpose hardware code; (c) software source code and all updates, including without limitation software packages, executables, makefiles, build files, batch files and their equivalents, libraries, drivers, interfaces, and applications; and (d) all other releases, upgrades, packages, executables, libraries, drivers, interfaces and applications for the hardware, firmware, and software source code produced pursuant to sub-sections (a)-(c).

15. The term "OEM Product" shall mean any product designed, made, or sold by any OEM.

REQUESTS FOR PRODUCTION OF DOCUMENTS

Request for production no. 1:

For each STMicroelectronics MoCA Product, documents sufficient to identify separately and with particularity each such STMicroelectronics MoCA Product by name and model number and the MoCA Specification(s), including without limitation any issued revisions of the MoCA 1.0 Specification, MoCA 1.1 Specification, and/or MoCA 2.0 Specification, with which each such STMicroelectronics MoCA Product complies, purports to comply, is intended to comply, is capable of complying with, and/or is interoperable with or intended to be interoperable with.

Request for production no. 2:

Documents sufficient to show, separately and with particularity, whether each STMicroelectronics MoCA Product provides the Accused MoCA Functionality and/or is intended to provide an OEM Product or other device employing it with the Accused MoCA Functionality.

Request for production no. 3:

For each STMicroelectronics MoCA Product, and each version or release thereof, a representative set of Technical Documents that relate to, describe, or specify MoCA Functionality.

Request for production no. 4:

For each STMicroelectronics MoCA Product, and each version or release thereof, a representative set of documents identifying or describing whether such STMicroelectronics MoCA Product, or OEM Product employing such STMicroelectronics MoCA Product, (1) complies with or does not comply with, implements or does not implement, and/or is operable with or is not operable with a MoCA Specification and/or (2) provides or does not provide a device with the Accused MoCA Functionality. The foregoing includes but is not limited to documents describing testing of the MoCA Functionality of any STMicroelectronics MoCA Product and/or OEM Product, including without limitation, MoCA interoperability, compliance, or certification testing.

Request for production no. 5:

For each STMicroelectronics MoCA Product supplied to or for Technicolor and/or Cisco or for use in Technicolor or Cisco products, all Source Code (including without limitation all notes, comments, and read-me files) providing, controlling, and/or relating to MoCA Functionality, including Source Code for each version or release of hardware, software, and/or firmware supplied to or for Technicolor and/or Cisco.

Request for production no. 6:

For each version or release of the Source Code, hardware, software, and/or firmware referenced in Request No. 5 *supra*, a representative set of schematics (e.g., connectivity and/or interface schematics), diagrams (e.g., functional, flow, state and/or block diagrams), specifications, reference designs, flow charts, manuals, code descriptions, release notes, and descriptions of connectivity of electronic circuits (e.g., netlist).

Request for production no. 7:

Documents sufficient to identity any code names, project names, alternative, and/or internal names for any STMicroelectronics MoCA Product and/or any hardware, software, or firmware component thereof and documents sufficient to correlate any such code names, project names, alternative, and/or internal names with the respective commercial names and/or model nos. of such STMicroelectronics MoCA Products.

Request for production no. 8:

Documents, including without limitation release notes, sufficient to identity the release date and name, number, or other unique identifier used by STMicroelectronics to identify the version(s) or release(s) of software, MoCA firmware, and MoCA driver for each STMicroelectronics MoCA Product, including those version(s) or release(s) provided to Cisco and Technicolor.

Request for production no. 9:

A copy of each agreement relating to the sale/supply of any STMicroelectronics MoCA Product, or software or firmware releases for such STMicroelectronics MoCA Product, to Cisco or Technicolor or for use in any Cisco or Technicolor product.

Request for production no. 10:

A copy of each license agreement for which STMicroelectronics is, or has been, obligated to pay a patent license fee or patent royalty for its manufacture or sale of any STMicroelectronics MoCA Product due to its inclusion of any MoCA Functionality.

Request for production no. 11:

Documents sufficient to identify patent license royalties paid by STMicroelectronics for any STMicroelectronics MoCA Product due to its inclusion of any MoCA Functionality (including

without limitation such information in units and the monetary amount paid; delineated by product, by OEM, and by quarter and/or annum where available).

Request for production no. 12:

Documents sufficient to identify STMicroelectronics employees who are knowledgeable regarding the STMicroelectronics MoCA Products, their Source Code, and/or the Accused MoCA Functionality.

EXHIBIT 1

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

TQ DELTA, LLC, Plaintiff, v. COMCAST CABLE COMMUNICATIONS LLC, Defendant.	C.A. No. 15-cv-611-RGA JURY TRIAL DEMANDED
TQ DELTA, LLC, Plaintiff, v. COXCOM LLC and COX COMMUNICATIONS INC., Defendants.	C.A. No. 15-cv-612-RGA JURY TRIAL DEMANDED
TQ DELTA, LLC, Plaintiff, v. DIRECTV, LLC, Defendant.	C.A. No. 15-cv-613-RGA JURY TRIAL DEMANDED

TQ DELTA, LLC, Plaintiff, v. DISH NETWORK CORP., DISH NETWORK L.L.C., and DISH DBS CORP. Defendants.	C.A. No. 15-cv-614-RGA JURY TRIAL DEMANDED
TQ DELTA, LLC, Plaintiff, v. TIME WARNER CABLE INC. and TIME WARNER CABLE ENTERPRISES LLC, Defendants.	C.A. No. 15-cv-615-RGA JURY TRIAL DEMANDED
TQ DELTA, LLC, Plaintiff, v. VERIZON SERVICES CORP., Defendant.	C.A. No. 15-cv-616-RGA JURY TRIAL DEMANDED

AGREED PROTECTIVE ORDER
REGARDING THE DISCLOSURE AND USE OF DISCOVERY MATERIALS

Plaintiff TQ Delta, LLC ("Plaintiff") and Comcast Cable Communications LLC ("Comcast"); CoxCom LLC and Cox Communications Inc. ("collectively, "Cox"); DIRECTV, LLC ("DIRECTV"); DISH Network Corp., DISH Network LLC, and DISH DBS Corp. (collectively, "DISH"); Time Warner Cable Inc. and Time Warner Cable Enterprises LLC

(collectively, "TWC"); and Verizon Services Corp. ("Verizon") (collectively, "Defendants") anticipate that documents, testimony, or information containing or reflecting confidential, proprietary, trade secret, and/or commercially sensitive information are likely to be disclosed or produced during the course of discovery, initial disclosures, and supplemental disclosures in these cases and request that the Court enter this Order setting forth the conditions for treating, obtaining, and using such information.

Pursuant to Rule 26(c) of the Federal Rules of Civil Procedure, the Court finds good cause to enter this Agreed Protective Order Regarding the Disclosure and Use of Discovery Materials ("Order" or "Protective Order").

1. PURPOSES AND LIMITATIONS

(a) All Protected Material (as defined below) shall be used solely for the above-captioned cases in which they are produced and any related appellate proceedings, and not for any other purpose whatsoever, including without limitation any other litigation, patent prosecution or acquisition, patent reexamination or reissue proceedings, or any business or competitive purpose or function. Protected Material shall not be distributed, disclosed, or made available to anyone except as expressly provided in this Order.

(b) To the extent that any Defendant in the above-captioned cases provides Protected Material under the terms of this Protective Order to Plaintiff, Plaintiff shall not share that material with any other Defendant, absent express written permission from the producing Defendant. This Order does not confer any right to any Defendant to access the Protected Material of any other Defendant.

(c) The Parties acknowledge that this Order does not confer blanket protections on all disclosures during discovery, or in the course of making initial or supplemental disclosures under Rule 26(a). Designations under this Order shall be made with care and shall

not be made absent a good faith belief that the designated material satisfies the criteria set forth below. If it comes to a Producing Party's attention that designated material does not qualify for protection at all, or does not qualify for the level of protection initially asserted, the Producing Party must promptly withdraw or change the designation as appropriate and notify all Receiving Parties of such withdrawal or change.

2. DEFINITIONS

(a) "Discovery Material" means all items or information, including from any non-party, regardless of the medium or manner generated, stored, or maintained (including, among other things, testimony, transcripts, or tangible things) that are produced, disclosed, or generated in connection with discovery or Rule 26(a) disclosures in this case.

(b) "Protected Material" means any Discovery Material that is designated as "CONFIDENTIAL," "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY," or "HIGHLY CONFIDENTIAL – SOURCE CODE," as provided for in this Order. Protected Material shall not include materials that have been published or publicly disseminated or that a Party has provided to a third-party without requiring that the third-party maintain the materials in confidence.

(c) "Party" means any party to this case, including all of its officers, directors, employees, consultants, retained experts, and their support staffs.

(d) "Producing Party" means any Party or non-party that discloses or produces any Discovery Material in this case. A non-party producing information or material voluntarily or pursuant to a subpoena or a court order may designate such material or information as Protected Material pursuant to the terms of this Order. A non-party's use of this Order to protect its Protected Material does not entitle that non-party access to the Protected Material produced by any Party in the above-referenced cases.

(e) "Receiving Party" means any Party who receives Discovery Material from a Producing Party.

(f) "Outside Counsel" means (i) outside counsel who appear on the pleadings as counsel for a Party and (ii) partners, associates, and staff of such counsel to whom it is reasonably necessary to disclose the information for these litigations.

(g) "Source Code" means any source code, including computer code, scripts, assembly, binaries, object code, object code listings, executable code, source code listings, software files, configuration files, and Hardware Description Language ("HDL") or Register Transfer Level ("RTL") files that describe hardware design. For clarity, Source Code that is publicly available or not otherwise confidential, proprietary, and/or trade secret (including through an obligation to freely disclose the code to the public upon request and without restriction on distribution or use of such code) shall not be designated as HIGHLY CONFIDENTIAL – SOURCE CODE, CONFIDENTIAL, or HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY.

3. COMPUTATION OF TIME

The computation of any period of time prescribed or allowed by this Order shall be governed by the provisions for computing time set forth in Federal Rules of Civil Procedure 6, as modified by Paragraph 12 of the October 23, 2015 Scheduling Order in the above-captioned cases.

4. SCOPE

(a) The protections conferred by this Order cover not only Discovery Material governed by this Order as addressed herein, but also any information copied or extracted therefrom, as well as all copies, excerpts, summaries, or compilations thereof, plus testimony,

conversations, or presentations by Parties or their counsel in court or in other settings that might reveal Protected Material.

(b) Nothing in this Protective Order shall prevent or restrict a Producing Party's own disclosure or use of its own Protected Material for any purpose.

(c) Nothing in this Order shall preclude any Receiving Party from showing Protected Material to an individual who prepared the Protected Material.

(d) Nothing in this Order shall restrict in any way the use or disclosure of Discovery Material by a Receiving Party: (i) that is or has become disseminated to the public through no fault of the Receiving Party and without violation of this Order or other obligation to maintain confidentiality; (ii) that written records demonstrate was lawfully acquired by or previously known to the Receiving Party independent of the Producing Party; (iii) previously produced, disclosed and/or provided by the Producing Party to the Receiving Party or a non-party without an obligation of confidentiality and not by inadvertence or mistake; (iv) with the consent of the Producing Party; or (v) pursuant to order of the Court.

(e) This Order is without prejudice to the right of any Party to seek further or additional protection of any Discovery Material or to modify this Order in any way, including, without limitation, an order that certain matter not be produced at all.

5. DURATION

Even after Final Disposition of these cases, the confidentiality obligations imposed by this Order shall remain in effect until a Producing Party agrees otherwise in writing or a court order otherwise directs.

6. PATENT PROSECUTION BAR

No individual retained by or associated with Plaintiff (including outside counsel and/or outside experts or consultants) who has been given access to any Protected Material designated

by a Defendant as HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY or HIGHLY CONFIDENTIAL - SOURCE CODE may, without consent of the Party that produced the Protected Material, engage in any Prosecution Activity (as defined below) involving (1) claims in any patent application directly or indirectly claiming priority to an asserted patent, or from which an asserted patent claims priority; (2) claims directed to technology enabling the distribution of content over existing in-home coaxial TV cabling; or (3) claims directed to technology (i) concerning transmission and reception of diagnostics for or about communication channels; (ii) concerning scrambling of information modulated on carrier signals in a communication system; or (iii) concerning low power mode for a transceiver in a communication system, that has been provided for review by such outside counsel, expert, or consultant in any HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY or HIGHLY CONFIDENTIAL – SOURCE CODE Protected Material produced by a Defendant. To avoid any issues as to whether such outside expert or consultant reviewed any HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY or HIGHLY CONFIDENTIAL – SOURCE CODE Protected Material produced by a Defendant, it will be presumed that if such materials, documents, information or the like were provided for review, that such outside expert or consultant reviewed such materials, documents, information, or the like. This bar shall apply during the pendency of the action(s) in which the Protected Material was produced and for a period ending (2) two years after (i) the complete resolution of all claims against the Producing Party(ies) in connection with the above-captioned cases through entry of final non-appealable judgments or orders for which appeal has been exhausted, and return of all Protected Material in accordance with Paragraph 21; (ii) the complete settlement of all claims against the Producing Party(ies) in the action(s) in which the Protected Material was produced, and return of all Protected Material in accordance

with Paragraph 21; or (iii) the individual person(s) cease to represent or be associated with the Receiving Party and no longer have access to Protected Material. Access to CONFIDENTIAL or non-technical HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY-designated Protected Materials (*e.g.*, revenue or P&L statements, which do not disclose confidential technical features of a product or service) shall not by itself invoke this bar. For purposes of this section, "Prosecution Activity" shall mean the preparation, prosecution, editing, drafting, or amendment of claims or advice or counseling regarding the preparation, prosecution, editing, drafting or amendment of claims (for any person or entity) in any patent application or patent, either as part of an original prosecution in the United States or elsewhere, or as part of a reexamination, *inter partes* review, covered business method review or any other post-grant review proceeding in the United States or elsewhere. For clarity, Counsel for Receiving Party shall be permitted to participate in any reexamination, *inter partes* review, covered business method review or any other proceeding where the validity or patentability of the claims of the patents asserted against one or more defendants in the above-captioned cases are being challenged so long as such Counsel does not participate in any way in the preparation, editing, drafting, or amending of claims or provide any advice, analysis, or counseling for amendment of claims or drafting of new claims. Notwithstanding this paragraph, an attorney subject to this section may forward to counsel participating in the types of proceedings described above any references identified by any Defendant as prior art during the course of the above-captioned cases and nothing in this section shall prevent any attorney from sending prior art to an attorney involved in any prosecution for purposes of ensuring that such prior art is submitted to the U.S. Patent and Trademark Office (or any similar agency of a foreign government) to assist a patent applicant in complying with its duty of candor.

7. STORAGE OF PROTECTED MATERIAL, LEGAL ADVICE, AND CROSS-PRODUCTION OF DEFENDANT MATERIAL

(a) **Secure Storage, No Export.** Protected Material must be stored and maintained by a Receiving Party at a location in the United States and in a secure manner that ensures that access is limited to the persons authorized under this Order. Absent written consent by the Producing Party, which will not be unreasonably withheld, Protected Material may not be exported or accessed outside the United States or released to any foreign national (even if within the United States). In the event a request is made for access to Protected Material from a location outside the United States, the party to whom the request is made shall respond to the request within three business days and, if the request is denied, shall set forth the basis for the denial. If no response is provided within three business days, the party to whom the request is made shall be deemed to have consented to the request.

(b) **Legal Advice Based on Protected Material.** Nothing in this Protective Order shall be construed to prevent counsel from advising their clients with respect to this case based in whole or in part upon Protected Materials, provided counsel does not disclose the Protected Material itself except as provided in this Order.

(c) **Cross-Production of Defendant Confidential Material.** No Defendant is required to produce or disclose its Protected Material to any other Defendant or Defendants, but nothing in this Order shall preclude such production or disclosure. For the avoidance of doubt, Plaintiff shall not disclose one Defendant's Protected Material to any other Defendant or Defendants through Court filings, oral argument in Court, expert reports, deposition, discovery requests, discovery responses, or any other means, without the express prior written consent of the Defendant that produced the Protected Material.

8. DESIGNATING PROTECTED MATERIAL

(a) **Available Designations.** Any Producing Party may designate Discovery Material with any of the following designations, provided that it meets the requirements for such designations as provided for herein: "CONFIDENTIAL," "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY," or "HIGHLY CONFIDENTIAL – SOURCE CODE."

(b) **Written Discovery and Documents and Tangible Things.** Written discovery, documents (which include "electronically stored information," as that phrase is used in Federal Rule of Procedure 34), and tangible things that meet the requirements for the confidentiality designations listed in Paragraph 8(a) may be so designated by placing the appropriate designation on every page of the written material prior to production. For digital files being produced, the Producing Party may mark each viewable page or image with the appropriate designation, and mark the medium, container, and/or communication in which the digital files were contained. In the event that original documents are produced for inspection, the original documents shall be presumed HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY during the inspection and re-designated, as appropriate during the copying process.

(c) **Native Files.** Where electronic files and documents are produced in native electronic format, such electronic files and documents shall be designated for protection under this Order by appending to the file names or designators information indicating whether the file contains CONFIDENTIAL or HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY material, or shall use any other reasonable method for so designating Protected Materials produced in electronic format. When electronic files or documents are printed for use at deposition, in a court proceeding, or for provision in printed form to an expert or consultant pre-approved pursuant to Paragraph 14, the party printing the electronic files or documents shall

affix a legend to the printed document corresponding to the designation of the Designating Party and including the production number and designation associated with the native file.

(d) **Depositions and Testimony.**

(i) Notwithstanding any restrictions on disclosure of Protected Material set forth herein, except as may be otherwise ordered by the Court, any person may be shown, and examined by a Receiving Party at depositions and trial concerning, all Protected Material of which such person had prior access or personal knowledge. Without in any way limiting the foregoing: (1) a Rule 30(b)(6) witness for a Producing Party may be shown, and examined by a Receiving Party at depositions and trial concerning, all Protected Information which has been produced by the Producing Party; (2) a present director, officer, and/or employee of a Producing Party may be shown, and examined by a Receiving Party at depositions and trial concerning, all Protected Information produced by the Producing Party and of which the witness has or had access or personal knowledge; and (3) a former director, officer, agent and/or employee of a Producing Party may be shown, and examined by a Receiving Party at depositions and trial concerning, all Protected Information of which such person had prior access or personal knowledge, including any Protected Information that refers to matters of which such person has personal knowledge that has been produced by that Party and which pertains to the period or periods of such person's employment. However, any person other than the witness, his or her attorney(s), or any person qualified to receive Protected Material under this Order shall be excluded from the portion of the examination concerning such Protected Information, unless the Producing Party consents to such persons being present at the examination. If the witness is represented by an attorney who is not qualified under this Order to receive Protected Information, then prior to the examination, the attorney must provide a

signed statement, in the form of Exhibit A hereto, that he or she will comply with the terms of this Order and maintain the confidentiality of Protected Material disclosed during the course of the examination. In the event that such attorney declines to sign such a statement prior to the examination, the Parties, by their attorneys, shall jointly seek a protective order from the Court prohibiting the attorney from disclosing Protected Material.

(ii) Parties or testifying persons or entities may designate depositions and other testimony with the appropriate designation by indicating on the record at the time the testimony is given or by sending written notice of how portions of the transcript of the testimony is designated within fourteen (14) days of receipt of the final transcript of the testimony. Counsel shall exercise discretion in designating portions of a deposition under this Protective Order, and shall only designate those portions containing the disclosure of information properly entitled to protection under this Protective Order. If no indication on the record is made, all information disclosed during a deposition shall be deemed HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY until the time within which it may be appropriately designated as provided for herein has passed. Any Party that wishes to disclose the transcript, or information contained therein, may provide written notice of its intent to treat the transcript as non-confidential, after which time, any Party that wants to maintain any portion of the transcript as confidential must designate the confidential portions within seven (7) days, or else the transcript may be treated as non-confidential. Any Protected Material that is used in the taking of a deposition shall remain subject to the provisions of this Protective Order, along with the transcript pages of the deposition testimony dealing with such Protected Material. In such cases the court reporter shall be informed of this Protective Order and shall be required to operate in a manner consistent with this Protective Order. In the event the deposition is

videotaped, the original and all copies of the videotape shall be marked by the video technician to indicate that the contents of the videotape are subject to this Protective Order, substantially along the lines of "This videotape contains confidential testimony used in this case and is not to be viewed or the contents thereof to be displayed or revealed except pursuant to the terms of the operative Protective Order in this matter or pursuant to written stipulation of the parties." Counsel for any Producing Party shall have the right to exclude from oral depositions any person who is not authorized by this Protective Order to receive or access Protected Material based on the designation of such Protected Material. This right of exclusion does not include the deponent, deponent's counsel, the reporter or videographer (if any). Such right of exclusion shall be applicable only during periods of examination or testimony regarding such Protected Material.

9. DISCOVERY MATERIAL DESIGNATED AS CONFIDENTIAL

(a) A Producing Party may designate Discovery Material as "CONFIDENTIAL" if it contains or reflects confidential, proprietary, and/or commercially sensitive information.

(b) Unless otherwise ordered by the Court, Discovery Material designated as "CONFIDENTIAL" may be disclosed only to the following:

(i) The Receiving Party's Outside Counsel, such counsel's immediate paralegals and staff, and any copying or clerical litigation support services working at the direction of such counsel, paralegals, and staff;

(ii) Not more than two (2) in-house counsel and/or officers employed by the Receiving Party (or a commonly-controlled or parent company), as well as their immediate paralegals and staff to whom disclosure is reasonably necessary for purposes of its litigation provided that each such person has agreed to be bound by the provisions of the

Protective Order by signing a copy of Exhibit A, except that Defendants' representatives under this paragraph shall not have access to any Co-Defendants' CONFIDENTIAL information.

(iii) Any outside expert or consultant retained by the Receiving Party to assist in this action, provided that disclosure is only to the extent necessary to perform such work; and provided that: (a) such expert or consultant has agreed to be bound by the provisions of the Protective Order by signing a copy of Exhibit A; (b) such expert or consultant is not a current officer, director, or employee of a Party or of a competitor of a Party, nor anticipated at the time of retention to become an officer, director or employee of a Party or of a competitor of a Party; (c) such expert or consultant is not involved in competitive decision-making, on behalf of a Party or a competitor of a Party; (d) such expert or consultant accesses the materials in the United States only, and does not transport them to or access them from any foreign jurisdiction (subject to Paragraph 7(a)); and (e) no unresolved objections to such disclosure exist after proper notice has been given to all Parties as set forth in Paragraph 14 below. Without the express prior written consent of the Defendant that produced the Protected Material, no expert or consultant retained by a Defendant in these matters shall have access to "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" Discovery Material produced by another Defendant in these matters;

(iv) Court reporters, stenographers and videographers retained to record testimony taken in this action;

(v) The Court, jury, and court personnel;

(vi) Graphics, translation, design, and/or non-technical trial or jury consulting personnel (not including mock jurors), having first agreed to be bound by the provisions of the Protective Order by signing a copy of Exhibit A;

(vii) Mock jurors who have signed an undertaking or agreement agreeing not to publicly disclose Protected Material and to keep any information concerning Protected Material confidential;

(viii) 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 Protective Order; and

(ix) Any other person with the prior written consent of the Producing Party.

10. DISCOVERY MATERIAL DESIGNATED AS "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY"

(a) A Producing Party may designate Discovery Material as "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" if it contains information that is commercially confidential and/or sensitive in nature and the Producing Party reasonably believes that the disclosure of such Discovery Material is likely to cause economic harm or significant competitive disadvantage to the Producing Party. Documents marked "OUTSIDE ATTORNEYS' EYES ONLY," "OUTSIDE COUNSEL EYES ONLY," "OUTSIDE COUNSEL ONLY," "HIGHLY CONFIDENTIAL," or similar shall be treated as if designated HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY.

(b) Unless otherwise ordered by the Court or agreed in writing by the Producing Party, Discovery Material designated as "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" may be disclosed only to the persons or entities listed in Paragraphs 9(b)(i), (iii)-(viii) subject to any terms set forth or incorporated therein, and not any person or entity listed in Paragraph 9(b)(ii).

(c) Notwithstanding any contrary provisions herein, to the extent they are produced, any licenses and settlement agreements concerning one or more patents asserted against (and/or in the same patent family as any patent asserted against) one or more of the Defendants in the above-captioned cases designated as "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" may also be disclosed to two (2) in-house counsel listed in Paragraph 9(b)(ii) subject to any terms set forth or incorporated therein. Access to HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY license and settlement agreements shall not by itself invoke the bar set forth in Paragraph 6.

11. DISCOVERY MATERIAL DESIGNATED AS "HIGHLY CONFIDENTIAL – SOURCE CODE"

(a) A Producing Party may designate Source Code as "HIGHLY CONFIDENTIAL – SOURCE CODE" if it comprises confidential, proprietary, and/or trade secret Source Code. To the extent portions of HIGHLY CONFIDENTIAL – SOURCE CODE are quoted in a document or deposition transcript, those pages containing quoted HIGHLY CONFIDENTIAL – SOURCE CODE will be separately bound, and stamped and treated as HIGHLY CONFIDENTIAL – SOURCE CODE. All copies of any portion of the HIGHLY CONFIDENTIAL – SOURCE CODE shall be returned to the Producing Party if they are no longer in use. Copies of HIGHLY CONFIDENTIAL – 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.

(b) Nothing in this Order shall be construed as a representation or admission that Source Code is discoverable or not discoverable in this action, or to obligate any Party to produce any Source Code.

(c) Unless otherwise ordered by the Court or agreed in writing by the Producing Party, Discovery Material designated as HIGHLY CONFIDENTIAL – SOURCE CODE shall be subject to the provisions set forth in Paragraph 12 below, and may be disclosed, subject to Paragraph 12 below, solely to the persons or entities listed in Paragraphs 9(b)(i), 9(b)(iii) (no more than four (4) total experts or consultants, per above-referenced case, that have been disclosed pursuant to Paragraph 14), and 9(iv)-(viii), subject to any terms set forth or incorporated therein, and not any person or entity listed in Paragraph 9(b)(ii). In no case shall any information designated as HIGHLY CONFIDENTIAL – SOURCE CODE by a Defendant be provided to any other Defendant or other Defendant's counsel by any Party or counsel absent explicit, written agreement from the Party designating the information.

(d) Any expert or consultant retained on behalf of Plaintiff who is to be given access to a Defendant's HIGHLY CONFIDENTIAL – SOURCE CODE (whether in electronic form or otherwise) must agree in writing not to perform software development work directly or indirectly intended for commercial purposes relating to technology enabling the distribution of data, media, or other content over existing in-home coaxial TV cabling, for a period of one year after the issuance of a final, non-appealable decision resolving all issues in the case. This shall not preclude such experts or consultants from consulting in future litigation, so long as such consulting does not involve software development work directly or indirectly intended for commercial purposes relating to any of the foregoing functionality covered by the HIGHLY CONFIDENTIAL – SOURCE CODE Protected Material reviewed by such expert or consultant. Plaintiff may approach the Court to seek amendment of the restrictions set forth in this subparagraph, in the event that Plaintiff is unable to retain an expert because of the restrictions.

(e) Access to and review of the Source Code shall be strictly for the purpose of investigating the claims and defenses at issue in the above-captioned case. No person shall review or analyze any Source Code for purposes unrelated to this case, nor may any person use any knowledge gained as a result of reviewing Source Code in this case in any other pending or future dispute, proceeding, or litigation

12. DISCLOSURE AND REVIEW OF SOURCE CODE

(a) Source Code, to the extent any Producing Party agrees to provide any such information, shall ONLY be made available for inspection, not produced except as provided for below. For clarity, only Source Code designated HIGHLY CONFIDENTIAL – SOURCE CODE is subject to the printing and page limit restrictions provided for below. Any Source Code that is to be provided by Plaintiff shall be made available for inspection in electronic format at the Chicago office of its outside counsel, McAndrews, Held & Malloy LTD, or any other location mutually agreed by the Parties. Any Source Code that is to be provided by Comcast will be made available for inspection at the Philadelphia office of its outside counsel, Duane Morris LLP, or any other location mutually agreed by the Parties. Any Source Code that is to be provided by Cox shall be made available for inspection in electronic format at the Atlanta office of its outside counsel, Duane Morris LLP, or any other location mutually agreed by the Parties. Any Source Code that is to be provided by DISH shall be made available for inspection in electronic format at the Washington, D.C. office of its outside counsel, Cooley LLP, or any other location mutually agreed by the Parties. Any Source Code that is to be provided by DIRECTV shall be made available for inspection in electronic format at the San Francisco office of its outside counsel, Orrick, Herrington & Sutcliffe LLP, or any other location mutually agreed by the Parties. Any Source Code that is to be provided by TWC shall be made available for inspection in electronic format at the Atlanta office of its outside counsel, Duane

Morris LLP, or any other location mutually agreed by the Parties. Any Source Code that is to be provided by Verizon shall be made available for inspection in electronic format at the Atlanta office of its outside counsel, Duane Morris LLP, or any other location mutually agreed by the Parties. Source Code will be made available for inspection upon request until the close of discovery in the case to which it pertains, between the hours of 9 a.m. and 6 p.m. on business days (*i.e.*, weekdays that are not Federal holidays), although the Parties will be reasonable in accommodating reasonable requests to conduct inspections at other times.

(b) Prior to the first inspection of any requested Source Code, the Receiving Party shall provide fourteen (14) days notice of the Source Code that it wishes to inspect. The Receiving Party shall provide seven (7) days notice prior to any additional inspections.

(c) Source Code shall be produced for inspection and review subject to the following provisions, unless otherwise agreed by the Producing Party:

(i) All Source Code shall be made available by the Producing Party to the Receiving Party's outside counsel and/or experts in a secure room on a secured, password-protected computer (the "Source Code Computer") without Internet access or network access to other computers and on which all access ports have been disabled, as necessary and appropriate to prevent and protect against any unauthorized copying, transmission, removal or other transfer of any Source Code outside or away from the computer on which the Source Code is provided for inspection (the "Source Code Computer" in the "Source Code Review Room"). The Producing Party shall install mutually agreed upon software tools that are sufficient for viewing and searching the code produced, on the platform produced. At a minimum, these software tools 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 Hash value of a file. The Receiving Party may request in advance that additional, commercially-available, freeware or shareware software tools be installed on the Source Code Computer, which shall be installed by the Producing Party, provided, however, that (a) the Receiving Party possesses an appropriate license for such software tools; (b) the Producing Party approves such software tools; and (c) such software tools are reasonably necessary for the Receiving Party to perform its review of the Source Code consistent with all of the protections herein. By way of example, upon request and assuming the Receiving Party possesses appropriate licenses, the Producing party shall install Notepad++, Eclipse, DOxygen, GREP or similar tools. The Receiving Party's outside counsel and/or experts shall not use compilers or interpreters in connection with a Producing Party's Source Code, and further shall not attempt to compile or execute Source Code on the Source Code Computer. To the extent any tools are to be installed on the Source Code Computer that contain compiler or interpreter functionality, such functionality may be disabled and shall not be permitted to be used by the Receiving Party in connection with the Producing Party's Source Code. For clarity, any simulator functionality in any installed tools shall not be disabled. The Receiving Party must provide the Producing Party with the CD or DVD containing such licensed software tool(s) at least ten (10) days in advance of the date upon which the Receiving Party wishes to have the additional software tools available for use on the Source Code Computer.

(ii) The Producing Party shall not install any keystroke or other monitoring software on the Source Code Computer. The Producing Party shall provide a manifest of the contents of the Source Code Computer. This manifest, which will be supplied in both printed and electronic form, will list the name, location, and MD5 Hash value of every

source and executable file loaded onto the Source Code Computer for inspection, and shall be treated as HIGHLY CONFIDENTIAL – SOURCE CODE.

(iii) No recordable media or recordable devices, including without limitation sound recorders, computers, laptops, PDAs, smartphones, cellular telephones, peripheral equipment, cameras, CDs, DVDs, or drives of any kind, shall be permitted into the Source Code Review Room. All persons entering the Source Code Review Room must agree to submit to reasonable security measures to insure they are not carrying any prohibited items before they will be given access to the room.

(iv) The Receiving Party's outside counsel and/or experts shall be entitled to take notes relating to the Source Code but may not copy any portion of the Source Code into the notes and may not take such notes electronically on the Source Code Computer itself or any other computer or electronic device. Any notes relating to Source Code will be treated as "HIGHLY CONFIDENTIAL – SOURCE CODE."

(v) The Producing Party may only visually monitor the activities of the Receiving Party's representatives during any Source Code review to ensure that no unauthorized electronic records of the Source Code and no information concerning the Source Code are being created or transmitted in any way, but Producing Party may not monitor keystroke entries, the computer screen of the Source Code Computer, or any conversation between or among the Receiving Parties outside counsel and/or experts.

(vi) The Receiving Party may not remove from the room in which the Source Code is inspected any copies of all or any portion of the Source Code. Other than notes as set forth in Paragraph 12(c)(iv), no other written or electronic record of the Source Code is permitted.

(vii) All persons who will review a Producing Party's Source Code on behalf of a Receiving Party, including members of a Receiving Party's outside law firm, shall be identified in writing to the Producing Party at least four (4) days in advance of the first time that such person reviews such Source Code. Such identification shall be in addition to any other disclosure required under this Order. All persons viewing Source Code shall sign on each day they view Source Code a log that will include 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 upon one (1) day's advance notice to the Receiving Party.

(viii) Unless otherwise agreed in advance by the Parties in writing, following each day on which inspection is done under this Order, the Receiving Party's outside counsel and/or experts shall remove all notes, documents, and all other materials from the Source Code Review Room. The Producing Party shall not be responsible for any items left in the room following each inspection session, and the Receiving Party shall have no expectation of confidentiality for any items left in the room following each inspection session without a prior agreement to that effect. Proper identification of all authorized persons shall be provided prior to any access to the secure room or the computer containing Source Code. Proper identification requires showing, a photo identification card issued 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 secure room or the Source Code Computer may be denied, at the discretion of the Producing Party, to any individual who fails to provide proper identification.

(ix) The parties shall work in good faith to agree on a procedure by which the Receiving Party will be given copies of Source Code identified during the course of

inspection by Receiving Party for production. No person shall copy, e-mail, transmit, upload, download, print, photograph or otherwise duplicate any portion of the designated Source Code, except as the Receiving Party may request a reasonable number of pages of Source Code to be printed on watermarked or colored Bates numbered paper, which shall be provided by the Producing Party. The Receiving Party may not request paper copies for the purposes of reviewing the Source Code other than electronically as set forth in Paragraph 12(a) in the first instance. Counsel for the Producing Party will keep the originals of printed Source Code, and one copy shall be made for Outside Counsel for the Receiving Party promptly following the end of the inspection. If such Source Code qualifies as HIGHLY CONFIDENTIAL – SOURCE CODE, it may be produced on watermarked or colored paper bearing Bates Numbers and the "HIGHLY CONFIDENTIAL – SOURCE CODE" designation. This copy shall be produced to counsel for the Receiving Party within two (2) business days after receipt of a request. Source Code requested by a Receiving Party shall be limited to a reasonable number of total and consecutive pages. Absent a showing of good cause, a Receiving Party may request up to 300 total pages of Source Code designated HIGHLY CONFIDENTIAL-SOURCE CODE from a Producing Party (each defendant group shall be treated as a single Producing Party for purposes of this provision) but no continuous block of more than forty (40) pages of Source Code designated HIGHLY CONFIDENTIAL – SOURCE CODE. A Receiving Party may request up to 30 total additional pages per accused product to the extent that there are differences in the source code relevant to the asserted claims. The parties shall work in good faith to attempt to resolve any disputes concerning the sufficiency of these page limitations after the Receiving Party has inspected the Source Code. Nothing in this provision precludes a Receiving Party from approaching the Court to modify the source code page limits set forth herein.

(x) Other than as provided above, the Receiving Party will not copy, remove, or otherwise transfer or transmit (including by e-mail) any Source Code from the Source Code Computer including, without limitation, copying, removing, or transferring the Source Code onto any recordable media or recordable device. The Receiving Party will not transmit any Source Code in any way from the Producing Party's facilities or the offices of its outside counsel of record.

(xi) To the extent that a Receiving Party receives copies of Source Code by order of the Court or other procedures agreed upon pursuant to Paragraph 12(c)(ix), the Receiving Party's outside counsel of record may make no more than three (3) additional paper copies of any portions of the Source Code received, not including copies attached to court filings or used at depositions, such copies to be reproduced on the same type of paper and with the same Bates number (appended by "-1", "-2" or "-3" to indicate the copy number) and confidentiality designations as in the originals.

(xii) The Receiving Party's outside counsel of record and any person receiving a copy of any Source Code shall maintain and store any paper copies of the Source Code at their offices in a manner that prevents duplication of or unauthorized access to the Source Code, including, without limitation, storing the Source Code in a locked room or cabinet at all times when it is not in use. The Receiving Party shall maintain a log of all copies of the Source Code. The log shall include the names of reviewers and/or recipients of paper copies (excluding Outside Counsel) and locations where the paper copies are stored. Upon five (5) day's advance notice to the Receiving Party by the Producing Party, the Receiving Party shall provide a copy of this log to the Producing Party. A Receiving Party can make such a request for the log once every three months.

(xiii) To the extent that a Receiving Party receives copies of Source Code pursuant to Paragraph 12(c)(ix), for depositions, the Receiving Party shall, at least two (2) full business days before the date of the deposition, notify the Producing Party by Bates number about the specific portions of HIGHLY CONFIDENTIAL – SOURCE CODE it wishes to use at the deposition, and the Producing Party shall bring printed copies of those portions to the deposition for use by the Receiving Party. Alternatively, the Receiving Party may bring up to 250 pages total of printed copies of those portions of HIGHLY CONFIDENTIAL – SOURCE CODE to the deposition without identifying to the Producing Party the specific portions of Source Code it wishes to use 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. All paper copies of Source Code brought to the deposition by the Producing Party shall remain with the Producing Party's outside counsel for secure destruction in a timely manner following the deposition.

(xiv) Except as provided in this sub-paragraph, absent express written permission from the Producing Party, the Receiving Party may not create electronic images, or any other images, or make electronic copies, of the Source Code from any paper copy of Source Code for use in any manner (including by way of example only, the Receiving Party may not scan the Source Code to a PDF or photograph the code). Images or copies of Source Code shall not be included in correspondence between the Parties (references to production numbers shall be used instead), and shall be omitted from pleadings and other papers filed with Court without prior permission for filing such Source Code under seal by either the Producing Party or the Court, which permission the Receiving Party shall seek at least five business days prior to the

filing of such Source Code, with the Receiving Party responding no more than three business days thereafter. For clarity and the avoidance of doubt, to the extent that a Receiving Party believes that it is necessary to file under seal certain excerpts of HIGHLY CONFIDENTIAL – SOURCE CODE, the Receiving Party may request permission from the Producing Party to file such excerpts under seal. To the extent that the Parties are unable to resolve any such dispute, the Receiving Party may seek relief from the Court regarding such use of HIGHLY CONFIDENTIAL – SOURCE CODE. If a Producing Party refuses to permit a Receiving Party from filing Source Code in pleadings or other papers filed with the Court, the Receiving Party may file any such pleading or other paper and indicate that the Source Code is not attached but such Source Code is considered to be in evidence for the purpose of such pleading or other paper. If any such source code is ultimately filed pursuant to agreement or Court order, it shall be filed under seal. If a Producing Party agrees to produce an electronic copy of all or any portion of its Source Code or provide written permission to the Receiving Party that an electronic or any other copy needs to be made for a Court filing, access to the Receiving Party's submission, communication, and/or disclosure of electronic files or other materials containing any portion of Source Code (paper or electronic) shall at all times be limited solely to individuals who are expressly authorized to view such Source Code under the provisions of this Order. In such a circumstance, the Parties shall meet and confer as to how to make such a filing while protecting the confidentiality of the Source Code and such Source Code will not be filed absent agreement from the Producing Party that the confidentiality protections will be adequate. Where the Producing Party has provided the express written permission required under this provision for a Receiving Party to create electronic copies of Source Code, the Receiving Party shall maintain a log of all such electronic copies of any portion of Source Code in its possession

or in the possession of its retained consultants, including the names of the reviewers and/or recipients of any such electronic copies, and the locations and manner in which the electronic copies are stored. Additionally, any such electronic copies must be labeled "HIGHLY CONFIDENTIAL – SOURCE CODE" as provided for in this Order.

(xv) Any paper copies designated "HIGHLY CONFIDENTIAL – SOURCE CODE" or notes, analyses or descriptions of such paper copies of Source Code shall be stored or viewed only at (i) the offices of outside counsel for the Receiving Party; (ii) the offices of outside experts or consultants who have been approved 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. Any such paper copies or notes, analyses or descriptions of such paper copies of Source Code shall not be transported via mail service or any equivalent service and shall be maintained at all times in a secure location under the direct control of counsel responsible for maintaining the security and confidentiality of the designated materials and in a manner that prevents duplication of or unauthorized access to the Source Code, including, without limitation, storing the Source Code in a locked room or cabinet at all times, when it is not in use.

13. NO PRECLUSION

Nothing in this Protective Order precludes a Requesting Party from requesting for production from a Producing Party without any restriction, Source Code that is not confidential, proprietary, and/or trade secret (including Source Code that Defendant is obligated to freely disclose to the public upon request and without restriction on distribution or use of such code).

14. NOTICE OF DISCLOSURE

(a) Prior to disclosing any Protected Material to any person described in Paragraphs 9(b)(iii) or 11(c) (referenced below as "Person"), the Party seeking to disclose such information shall provide the Producing Party with written notice that includes:

(i) the name of the Person;

(ii) an up-to-date curriculum vitae of the Person;

(iii) the present employer and title of the Person;

(iv) an identification of all of the Person's past and current employment and consulting relationships, including direct relationships and relationships through entities owned or controlled by the Person, relating to the design, development, operation, or patenting of technology enabling the distribution of content over existing in-home coaxial TV cabling or other electronic media distribution functionality covered by the accused products in the above-captioned actions, or relating to the acquisition of intellectual property assets relating to the foregoing;

(v) an identification of all pending patent applications on which the Person is named as an inventor, in which the Person has any ownership interest, or as to which the Person has had or anticipates in the future any involvement in advising on, consulting on, preparing, prosecuting, drafting, editing, amending, or otherwise affecting the scope of the claims; and

(vi) a list of the cases in which the Person has testified at deposition or trial within the last five (5) years.

Further, the Party seeking to disclose Protected Material shall provide such other information regarding the Person's professional activities reasonably requested by the Producing

Party for it to evaluate whether good cause exists to object to the disclosure of Protected Material to the outside expert or consultant.

(b) Within seven (7) business days of receipt of the disclosure of the Person, the Producing Party or Parties may object in writing to the Person for good cause. In the absence of an objection at the end of the seven (7) business day period, the Person shall be deemed approved under this Protective Order. There shall be no disclosure of Protected Material to the Person prior to expiration of this seven (7) business day period. If the Producing Party objects to disclosure to the Person within such seven (7) business day period, the Parties shall meet and confer via telephone or in person within five (5) business days following the objection and attempt in good faith to resolve the dispute on an informal basis. If the dispute is not resolved, the Party objecting to the disclosure will have seven (7) days from the date of the meet and confer to seek relief from the Court. If relief is not sought from the Court within that time, the objection shall be deemed withdrawn. If relief is sought, designated materials shall not be disclosed to the Person in question until the Court resolves the objection.

(c) For purposes of this section, "good cause" shall include an objectively reasonable concern that the Person will, advertently or inadvertently, use or disclose Discovery Materials in a way or ways that are inconsistent with the provisions contained in this Order.

(d) Prior to receiving any Protected Material under this Order, the Person must execute a copy of the "Agreement to Be Bound by Protective Order" (Exhibit A hereto) and serve it on all Parties.

15. CHALLENGING DESIGNATIONS OF PROTECTED MATERIAL

(a) A Party shall not be obligated to challenge the propriety of any designation of Discovery Material under this Order at the time the designation is made, and a failure to do so shall not preclude a subsequent challenge thereto.

(b) Any challenge to a designation of Discovery Material under this Order shall be written, shall be served on outside counsel for the Producing Party, shall particularly identify the documents or information that the Receiving Party contends should be differently designated, and shall state the grounds for the objection. Thereafter, further protection of such material shall be resolved in accordance with the following procedures:

(i) The objecting Party shall have the burden of conferring either in person, in writing, or by telephone with the Producing Party claiming protection (as well as any other interested party) in a good faith effort to resolve the dispute. The Producing Party shall have the burden of justifying the disputed designation;

(ii) Failing agreement, the Receiving Party may bring a motion to the Court for a ruling that the Discovery Material in question is not entitled to the status and protection of the Producing Party's designation. The Parties' entry into this Order shall not preclude or prejudice either Party from arguing for or against any designation, establish any presumption that a particular designation is valid, or alter the burden of proof that would otherwise apply in a dispute over discovery or disclosure of information;

(iii) Notwithstanding any challenge to a designation, the Discovery Material in question shall continue to be treated as designated under this Order until one of the following occurs: (a) the Party who designated the Discovery Material in question withdraws such designation in writing; or (b) the Court rules that the Discovery Material in question is not entitled to the designation.

16. SUBPOENAS OR COURT ORDERS

(a) If at any time Protected Material is subpoenaed by any court, arbitral, administrative, or legislative body, the Party to whom the subpoena or other request is directed shall immediately give prompt written notice thereof to every Party who has produced such

Discovery Material and to its counsel and shall provide each such Party with an opportunity to move for a protective order regarding the production of Protected Materials implicated by the subpoena.

17. FILING PROTECTED MATERIAL

(a) Absent written permission from the Producing Party or a court Order secured after appropriate notice to all interested persons, a Receiving Party may not file or disclose in the public record any Protected Material.

(b) Any Party is authorized under D. Del. LR 5.1.3 to file under seal with the Court any brief, document or materials that are designated as Protected Material under this Order. However, nothing in this section shall in any way limit or detract from this Order's requirements as to Source Code.

18. INADVERTENT DISCLOSURE OF PRIVILEGED MATERIAL

(a) The inadvertent production by a Party of Discovery Material subject to the attorney-client privilege, work-product protection, or any other applicable privilege or protection, despite the Producing Party's reasonable efforts to prescreen such Discovery Material prior to production, will not waive the applicable privilege and/or protection if a request for return of such inadvertently produced Discovery Material is made promptly after the Producing Party learns of its inadvertent production.

(b) Upon a request from any Producing Party who has inadvertently produced Discovery Material that it believes is privileged and/or protected, each Receiving Party shall immediately return or certify the destruction of such Protected Material or Discovery Material and all copies to the Producing Party, except for any pages containing privileged markings by the Receiving Party which shall instead be destroyed and certified as such by the Receiving Party to the Producing Party.

(c) In the event a Producing Party recalls privileged information under this Paragraph 17, the Producing Party shall, within seven days, provide the Receiving Party with a description of the recalled privileged information in a manner consistent with the requirements of Rule 26(b)(5)(B).

19. INADVERTENT FAILURE TO DESIGNATE PROPERLY

(a) The inadvertent failure by a Producing Party to designate Discovery Material as Protected Material with one of the designations provided for under this Order shall not waive any such designation provided that the Producing Party notifies all Receiving Parties that such Discovery Material is protected under one of the categories of this Order within fourteen (14) days of the Producing Party learning of the inadvertent failure to designate. The Producing Party shall reproduce the Protected Material with the correct confidentiality designation within seven (7) days upon its notification to the Receiving Parties. Upon receiving the Protected Material with the correct confidentiality designation, the Receiving Parties shall return or securely destroy, at the Producing Party's option, all Discovery Material that was not designated properly.

(b) A Receiving Party shall not be in breach of this Order for any use of such Discovery Material before the Receiving Party receives such notice that such Discovery Material is protected under one of the categories of this Order, unless an objectively reasonable person would have realized that the Discovery Material should have been appropriately designated with a confidentiality designation under this Order. Once a Receiving Party has received notification of the correct confidentiality designation for the Protected Material with the correct confidentiality designation, the Receiving Party shall treat such Discovery Material (subject to the exception in Paragraph 18(c) below) at the appropriately designated level pursuant to the terms of this Order.

(c) Notwithstanding the above, a subsequent designation of "CONFIDENTIAL," "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" or "HIGHLY CONFIDENTIAL – SOURCE CODE" shall apply on a going forward basis and shall not disqualify anyone who reviewed "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" or "HIGHLY CONFIDENTIAL – SOURCE CODE" materials while the materials were not marked "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" or "HIGHLY CONFIDENTIAL – SOURCE CODE" from engaging in the activities set forth in Paragraph 6.

20. INADVERTENT DISCLOSURE NOT AUTHORIZED BY ORDER

(a) In the event of a disclosure of any Discovery Material pursuant to this Order to any person or persons not authorized to receive such disclosure under this Protective Order, the Party responsible for having made such disclosure, and each Party with knowledge thereof, shall immediately notify counsel for the Producing Party whose Discovery Material has been disclosed and provide to such counsel all known relevant information concerning the nature and circumstances of the disclosure. The responsible disclosing Party shall also promptly take all reasonable measures to retrieve the improperly disclosed Discovery Material and to ensure that no further or greater unauthorized disclosure and/or use thereof is made.

(b) Unauthorized or inadvertent disclosure does not change the status of Discovery Material or waive the right to hold the disclosed document or information as Protected.

21. FINAL DISPOSITION

(a) Not later than ninety (90) days after the Final Disposition of this case, each Party shall return all Discovery Material of a Producing Party to the respective outside counsel of the Producing Party or destroy such Material, at the option of the Producing Party.

For purposes of this Order, "Final Disposition" occurs after an order, mandate, or dismissal finally terminating the above-captioned action with prejudice, including all appeals.

(b) All Parties that have received any such Discovery Material shall certify in writing that all such materials have been returned to the respective outside counsel of the Producing Party or destroyed. Notwithstanding the provisions for return of Discovery Material, outside counsel may retain one set of pleadings, court filings, written discovery responses, correspondence and attorney and consultant work product (but not document productions) for archival purposes, but must return or destroy any pleadings, court filings, written discovery responses, correspondence, and consultant work product that contain Source Code.

22. DISCOVERY FROM EXPERTS OR CONSULTANTS

(a) Testifying experts shall not be subject to discovery with respect to any draft of his or her report(s) in this case. Draft reports, notes, or outlines for draft reports developed and drafted by the testifying expert and/or his or her staff are also exempt from discovery.

(b) Discovery of materials provided to testifying experts shall be limited to those materials, facts, consulting expert opinions, and other matters actually relied upon by the testifying expert in forming opinions appearing in his or her final report, trial, or deposition testimony or any opinion in this case. No discovery can be taken from any non-testifying expert except to the extent that such non-testifying expert has provided information, opinions, or other materials to a testifying expert relied upon by that testifying expert in forming his or her final report(s), trial, and/or deposition testimony or any opinion in this case.

(c) No conversations or communications between counsel and any testifying or consulting expert will be subject to discovery unless the conversations or communications are

relied upon by such experts in formulating opinions that are presented in reports or trial or deposition testimony in this case.

(d) Materials, communications, and other information exempt from discovery under the foregoing Paragraphs 22(a)-(c) shall be treated as attorney-work product for the purposes of these litigations and Order.

(e) Nothing in Protective Order, include Paragraphs 22(a)-(c), shall alter or change in any way the requirements in Paragraph 12 regarding Source Code, and Paragraph 12 shall control in the event of any conflict.

23. MISCELLANEOUS

(a) **Notices.** All notices required by this Protective Order are to be served on the attorney(s) for each of the Defendants and Plaintiff listed in the signature block below for each Party.

(b) **Agreement to be Bound.** Each of the Parties agrees to be bound by the terms of this Protective Order as of the date counsel for such Party executes this Protective Order, at which time the provisions of this Order shall retroactively apply to any Protected Material obtained by that Party or its counsel prior to execution, even if prior to entry of this order by the Court.

(c) **Right to Further Relief.** Nothing in this Order abridges the right of any person to seek its modification by the Court in the future. By stipulating to this Order, the Parties do not waive the right to argue that certain material may require additional or different confidentiality protections than those set forth herein.

(d) **Termination of Matter and Retention of Jurisdiction.** The Parties agree that the terms of this Protective Order shall survive and remain in effect after the Final

Determination of the above-captioned matter. The Court shall retain jurisdiction after Final Determination of this matter to hear and resolve any disputes arising out of this Protective Order.

(e) **Successors.** This Order shall be binding upon the Parties hereto, their attorneys, and their successors, executors, personal representatives, administrators, heirs, legal representatives, assigns, subsidiaries, divisions, employees, agents, retained consultants and experts, and any persons or organizations over which they have direct control.

(f) **Right to Assert Other Objections.** By stipulating to the entry of this Protective Order, no Party waives any right it otherwise would have to object to disclosing or producing any information or item. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order. This Order shall not constitute a waiver of the right of any Party to claim in this action or otherwise that any Discovery Material, or any portion thereof, is privileged or otherwise non-discoverable, or is not admissible in evidence in this action or any other proceeding.

(g) **Burdens of Proof.** Notwithstanding anything to the contrary above, nothing in this Protective Order shall be construed to change the burdens of proof or legal standards applicable in disputes regarding whether particular Discovery Material is confidential, which level of confidentiality is appropriate, whether disclosure should be restricted, and if so, what restrictions should apply.

(h) **Modification by Court.** This Order is subject to further court order based upon public policy or other considerations, and the Court may modify this Order *sua sponte* in the interests of justice. The United States District Court for the District of Delaware is responsible for the interpretation and enforcement of this Order. All disputes concerning Protected Material, however designated, produced under the protection of this Order shall be

resolved by the United States District Court for the District of Delaware. In the event anyone shall violate or threaten to violate the terms of this Protective Order, the aggrieved Party may immediately apply to obtain injunctive relief against any such person violating or threatening to violate any of the terms of this Protective Order.

(i) **Discovery Rules Remain Unchanged.** Nothing herein shall alter or change in any way the discovery provisions of the Federal Rules of Civil Procedure, the Local Rules for the United States District Court for the District of Delaware, or the Court's own orders. Identification of any individual pursuant to this Protective Order does not make that individual available for deposition or any other form of discovery outside of the restrictions and procedures of the Federal Rules of Civil Procedure, the Local Rules for the United States District Court for the District of Delaware, or the Court's own orders.

24. OTHER PROCEEDINGS

By entering this order and limiting the disclosure of information in this case, the Court does not intend to preclude another court from finding that this information may be relevant and subject to disclosure in another case. Any person or party subject to this order who becomes subject to a motion to disclose another party's information designated as confidential pursuant to this order shall promptly notify that party of the motion so that the party may have an opportunity to appear and be heard on whether that information should be disclosed.

Dated: May 3, 2016

FARNAN LLP

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Counsel for Defendants Verizon Services Corp.

The Honorable Richard G. Andrews ~~United States District Judge~~ Mary Pat Thynge Magistrate

EXHIBIT A

I, _____, acknowledge and declare that I have received a copy of the Protective Order ("Order") in TQ Delta, LLC v. _____, United States District Court, District of the District of Delaware, Civil Action No. _____. Having read and understood the terms of the Order, I agree to be bound by the terms of the Order and consent to the jurisdiction of said Court for the purpose of any proceeding to enforce the terms of the Order.

Name of individual: _____

Present occupation/job description: _____

_____

_____

Name of Company or Firm: _____

Address: _____

Dated: _____

_____
[Signature]

EXHIBIT 2

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

TQ DELTA, LLC, Plaintiff, v. COMCAST CABLE COMMUNICATIONS LLC, Defendant.	C.A. No. 15-cv-611-RGA JURY TRIAL DEMANDED
TQ DELTA, LLC, Plaintiff, v. COXCOM LLC and COX COMMUNICATIONS INC., Defendants.	C.A. No. 15-cv-612-RGA JURY TRIAL DEMANDED
TQ DELTA, LLC, Plaintiff, v. DIRECTV, LLC, Defendant.	C.A. No. 15-cv-613-RGA JURY TRIAL DEMANDED

TQ DELTA, LLC, Plaintiff, v. DISH NETWORK CORP., DISH NETWORK L.L.C., and DISH DBS CORP. Defendants.	C.A. No. 15-cv-614-RGA JURY TRIAL DEMANDED
TQ DELTA, LLC, Plaintiff, v. TIME WARNER CABLE INC. and TIME WARNER CABLE ENTERPRISES LLC, Defendants.	C.A. No. 15-cv-615-RGA JURY TRIAL DEMANDED
TQ DELTA, LLC, Plaintiff, v. VERIZON SERVICES CORP., Defendant.	C.A. No. 15-cv-616-RGA JURY TRIAL DEMANDED

AGREED PROTECTIVE ORDER
REGARDING THE DISCLOSURE AND USE OF DISCOVERY MATERIALS

Plaintiff TQ Delta, LLC ("Plaintiff") and Comcast Cable Communications LLC ("Comcast"); CoxCom LLC and Cox Communications Inc. ("collectively, "Cox"); DIRECTV, LLC ("DIRECTV"); DISH Network Corp., DISH Network LLC, and DISH DBS Corp. (collectively, "DISH"); Time Warner Cable Inc. and Time Warner Cable Enterprises LLC

(collectively, "TWC"); and Verizon Services Corp. ("Verizon") (collectively, "Defendants") anticipate that documents, testimony, or information containing or reflecting confidential, proprietary, trade secret, and/or commercially sensitive information are likely to be disclosed or produced during the course of discovery, initial disclosures, and supplemental disclosures in these cases and request that the Court enter this Order setting forth the conditions for treating, obtaining, and using such information.

Pursuant to Rule 26(c) of the Federal Rules of Civil Procedure, the Court finds good cause to enter this Agreed Protective Order Regarding the Disclosure and Use of Discovery Materials ("Order" or "Protective Order").

1. PURPOSES AND LIMITATIONS

(a) All Protected Material (as defined below) shall be used solely for the above-captioned cases in which they are produced and any related appellate proceedings, and not for any other purpose whatsoever, including without limitation any other litigation, patent prosecution or acquisition, patent reexamination or reissue proceedings, or any business or competitive purpose or function. Protected Material shall not be distributed, disclosed, or made available to anyone except as expressly provided in this Order.

(b) To the extent that any Defendant in the above-captioned cases provides Protected Material under the terms of this Protective Order to Plaintiff, Plaintiff shall not share that material with any other Defendant, absent express written permission from the producing Defendant. This Order does not confer any right to any Defendant to access the Protected Material of any other Defendant.

(c) The Parties acknowledge that this Order does not confer blanket protections on all disclosures during discovery, or in the course of making initial or supplemental disclosures under Rule 26(a). Designations under this Order shall be made with care and shall

not be made absent a good faith belief that the designated material satisfies the criteria set forth below. If it comes to a Producing Party's attention that designated material does not qualify for protection at all, or does not qualify for the level of protection initially asserted, the Producing Party must promptly withdraw or change the designation as appropriate and notify all Receiving Parties of such withdrawal or change.

2. DEFINITIONS

(a) "Discovery Material" means all items or information, including from any non-party, regardless of the medium or manner generated, stored, or maintained (including, among other things, testimony, transcripts, or tangible things) that are produced, disclosed, or generated in connection with discovery or Rule 26(a) disclosures in this case.

(b) "Protected Material" means any Discovery Material that is designated as "CONFIDENTIAL," "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY," or "HIGHLY CONFIDENTIAL – SOURCE CODE," as provided for in this Order. Protected Material shall not include materials that have been published or publicly disseminated or that a Party has provided to a third-party without requiring that the third-party maintain the materials in confidence.

(c) "Party" means any party to this case, including all of its officers, directors, employees, consultants, retained experts, and their support staffs.

(d) "Producing Party" means any Party or non-party that discloses or produces any Discovery Material in this case. A non-party producing information or material voluntarily or pursuant to a subpoena or a court order may designate such material or information as Protected Material pursuant to the terms of this Order. A non-party's use of this Order to protect its Protected Material does not entitle that non-party access to the Protected Material produced by any Party in the above-referenced cases.

(e) "Receiving Party" means any Party who receives Discovery Material from a Producing Party.

(f) "Outside Counsel" means (i) outside counsel who appear on the pleadings as counsel for a Party and (ii) partners, associates, and staff of such counsel to whom it is reasonably necessary to disclose the information for these litigations.

(g) "Source Code" means any source code, including computer code, scripts, assembly, binaries, object code, object code listings, executable code, source code listings, software files, configuration files, and Hardware Description Language ("HDL") or Register Transfer Level ("RTL") files that describe hardware design. For clarity, Source Code that is publicly available or not otherwise confidential, proprietary, and/or trade secret (including through an obligation to freely disclose the code to the public upon request and without restriction on distribution or use of such code) shall not be designated as HIGHLY CONFIDENTIAL – SOURCE CODE, CONFIDENTIAL, or HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY.

3. COMPUTATION OF TIME

The computation of any period of time prescribed or allowed by this Order shall be governed by the provisions for computing time set forth in Federal Rules of Civil Procedure 6, as modified by Paragraph 12 of the October 23, 2015 Scheduling Order in the above-captioned cases.

4. SCOPE

(a) The protections conferred by this Order cover not only Discovery Material governed by this Order as addressed herein, but also any information copied or extracted therefrom, as well as all copies, excerpts, summaries, or compilations thereof, plus testimony,

conversations, or presentations by Parties or their counsel in court or in other settings that might reveal Protected Material.

(b) Nothing in this Protective Order shall prevent or restrict a Producing Party's own disclosure or use of its own Protected Material for any purpose.

(c) Nothing in this Order shall preclude any Receiving Party from showing Protected Material to an individual who prepared the Protected Material.

(d) Nothing in this Order shall restrict in any way the use or disclosure of Discovery Material by a Receiving Party: (i) that is or has become disseminated to the public through no fault of the Receiving Party and without violation of this Order or other obligation to maintain confidentiality; (ii) that written records demonstrate was lawfully acquired by or previously known to the Receiving Party independent of the Producing Party; (iii) previously produced, disclosed and/or provided by the Producing Party to the Receiving Party or a non-party without an obligation of confidentiality and not by inadvertence or mistake; (iv) with the consent of the Producing Party; or (v) pursuant to order of the Court.

(e) This Order is without prejudice to the right of any Party to seek further or additional protection of any Discovery Material or to modify this Order in any way, including, without limitation, an order that certain matter not be produced at all.

5. DURATION

Even after Final Disposition of these cases, the confidentiality obligations imposed by this Order shall remain in effect until a Producing Party agrees otherwise in writing or a court order otherwise directs.

6. PATENT PROSECUTION BAR

No individual retained by or associated with Plaintiff (including outside counsel and/or outside experts or consultants) who has been given access to any Protected Material designated

by a Defendant as HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY or HIGHLY CONFIDENTIAL - SOURCE CODE may, without consent of the Party that produced the Protected Material, engage in any Prosecution Activity (as defined below) involving (1) claims in any patent application directly or indirectly claiming priority to an asserted patent, or from which an asserted patent claims priority; (2) claims directed to technology enabling the distribution of content over existing in-home coaxial TV cabling; or (3) claims directed to technology (i) concerning transmission and reception of diagnostics for or about communication channels; (ii) concerning scrambling of information modulated on carrier signals in a communication system; or (iii) concerning low power mode for a transceiver in a communication system, that has been provided for review by such outside counsel, expert, or consultant in any HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY or HIGHLY CONFIDENTIAL – SOURCE CODE Protected Material produced by a Defendant. To avoid any issues as to whether such outside expert or consultant reviewed any HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY or HIGHLY CONFIDENTIAL – SOURCE CODE Protected Material produced by a Defendant, it will be presumed that if such materials, documents, information or the like were provided for review, that such outside expert or consultant reviewed such materials, documents, information, or the like. This bar shall apply during the pendency of the action(s) in which the Protected Material was produced and for a period ending (2) two years after (i) the complete resolution of all claims against the Producing Party(ies) in connection with the above-captioned cases through entry of final non-appealable judgments or orders for which appeal has been exhausted, and return of all Protected Material in accordance with Paragraph 21; (ii) the complete settlement of all claims against the Producing Party(ies) in the action(s) in which the Protected Material was produced, and return of all Protected Material in accordance

with Paragraph 21; or (iii) the individual person(s) cease to represent or be associated with the Receiving Party and no longer have access to Protected Material. Access to CONFIDENTIAL or non-technical HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY-designated Protected Materials (*e.g.*, revenue or P&L statements, which do not disclose confidential technical features of a product or service) shall not by itself invoke this bar. For purposes of this section, "Prosecution Activity" shall mean the preparation, prosecution, editing, drafting, or amendment of claims or advice or counseling regarding the preparation, prosecution, editing, drafting or amendment of claims (for any person or entity) in any patent application or patent, either as part of an original prosecution in the United States or elsewhere, or as part of a reexamination, *inter partes* review, covered business method review or any other post-grant review proceeding in the United States or elsewhere. For clarity, Counsel for Receiving Party shall be permitted to participate in any reexamination, *inter partes* review, covered business method review or any other proceeding where the validity or patentability of the claims of the patents asserted against one or more defendants in the above-captioned cases are being challenged so long as such Counsel does not participate in any way in the preparation, editing, drafting, or amending of claims or provide any advice, analysis, or counseling for amendment of claims or drafting of new claims. Notwithstanding this paragraph, an attorney subject to this section may forward to counsel participating in the types of proceedings described above any references identified by any Defendant as prior art during the course of the above-captioned cases and nothing in this section shall prevent any attorney from sending prior art to an attorney involved in any prosecution for purposes of ensuring that such prior art is submitted to the U.S. Patent and Trademark Office (or any similar agency of a foreign government) to assist a patent applicant in complying with its duty of candor.

7. STORAGE OF PROTECTED MATERIAL, LEGAL ADVICE, AND CROSS-PRODUCTION OF DEFENDANT MATERIAL

(a) **Secure Storage, No Export.** Protected Material must be stored and maintained by a Receiving Party at a location in the United States and in a secure manner that ensures that access is limited to the persons authorized under this Order. Absent written consent by the Producing Party, which will not be unreasonably withheld, Protected Material may not be exported or accessed outside the United States or released to any foreign national (even if within the United States). In the event a request is made for access to Protected Material from a location outside the United States, the party to whom the request is made shall respond to the request within three business days and, if the request is denied, shall set forth the basis for the denial. If no response is provided within three business days, the party to whom the request is made shall be deemed to have consented to the request.

(b) **Legal Advice Based on Protected Material.** Nothing in this Protective Order shall be construed to prevent counsel from advising their clients with respect to this case based in whole or in part upon Protected Materials, provided counsel does not disclose the Protected Material itself except as provided in this Order.

(c) **Cross-Production of Defendant Confidential Material.** No Defendant is required to produce or disclose its Protected Material to any other Defendant or Defendants, but nothing in this Order shall preclude such production or disclosure. For the avoidance of doubt, Plaintiff shall not disclose one Defendant's Protected Material to any other Defendant or Defendants through Court filings, oral argument in Court, expert reports, deposition, discovery requests, discovery responses, or any other means, without the express prior written consent of the Defendant that produced the Protected Material.

8. DESIGNATING PROTECTED MATERIAL

(a) **Available Designations.** Any Producing Party may designate Discovery Material with any of the following designations, provided that it meets the requirements for such designations as provided for herein: "CONFIDENTIAL," "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY," or "HIGHLY CONFIDENTIAL – SOURCE CODE."

(b) **Written Discovery and Documents and Tangible Things.** Written discovery, documents (which include "electronically stored information," as that phrase is used in Federal Rule of Procedure 34), and tangible things that meet the requirements for the confidentiality designations listed in Paragraph 8(a) may be so designated by placing the appropriate designation on every page of the written material prior to production. For digital files being produced, the Producing Party may mark each viewable page or image with the appropriate designation, and mark the medium, container, and/or communication in which the digital files were contained. In the event that original documents are produced for inspection, the original documents shall be presumed HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY during the inspection and re-designated, as appropriate during the copying process.

(c) **Native Files.** Where electronic files and documents are produced in native electronic format, such electronic files and documents shall be designated for protection under this Order by appending to the file names or designators information indicating whether the file contains CONFIDENTIAL or HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY material, or shall use any other reasonable method for so designating Protected Materials produced in electronic format. When electronic files or documents are printed for use at deposition, in a court proceeding, or for provision in printed form to an expert or consultant pre-approved pursuant to Paragraph 14, the party printing the electronic files or documents shall

affix a legend to the printed document corresponding to the designation of the Designating Party and including the production number and designation associated with the native file.

(d) **Depositions and Testimony.**

(i) Notwithstanding any restrictions on disclosure of Protected Material set forth herein, except as may be otherwise ordered by the Court, any person may be shown, and examined by a Receiving Party at depositions and trial concerning, all Protected Material of which such person had prior access or personal knowledge. Without in any way limiting the foregoing: (1) a Rule 30(b)(6) witness for a Producing Party may be shown, and examined by a Receiving Party at depositions and trial concerning, all Protected Information which has been produced by the Producing Party; (2) a present director, officer, and/or employee of a Producing Party may be shown, and examined by a Receiving Party at depositions and trial concerning, all Protected Information produced by the Producing Party and of which the witness has or had access or personal knowledge; and (3) a former director, officer, agent and/or employee of a Producing Party may be shown, and examined by a Receiving Party at depositions and trial concerning, all Protected Information of which such person had prior access or personal knowledge, including any Protected Information that refers to matters of which such person has personal knowledge that has been produced by that Party and which pertains to the period or periods of such person's employment. However, any person other than the witness, his or her attorney(s), or any person qualified to receive Protected Material under this Order shall be excluded from the portion of the examination concerning such Protected Information, unless the Producing Party consents to such persons being present at the examination. If the witness is represented by an attorney who is not qualified under this Order to receive Protected Information, then prior to the examination, the attorney must provide a

Case 1:15-cv-00612-RGA Document 333 Filed 09/08/21 Page 81 of 148 PageID #: 13291

signed statement, in the form of Exhibit A hereto, that he or she will comply with the terms of this Order and maintain the confidentiality of Protected Material disclosed during the course of the examination. In the event that such attorney declines to sign such a statement prior to the examination, the Parties, by their attorneys, shall jointly seek a protective order from the Court prohibiting the attorney from disclosing Protected Material.

(ii) Parties or testifying persons or entities may designate depositions and other testimony with the appropriate designation by indicating on the record at the time the testimony is given or by sending written notice of how portions of the transcript of the testimony is designated within fourteen (14) days of receipt of the final transcript of the testimony. Counsel shall exercise discretion in designating portions of a deposition under this Protective Order, and shall only designate those portions containing the disclosure of information properly entitled to protection under this Protective Order. If no indication on the record is made, all information disclosed during a deposition shall be deemed HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY until the time within which it may be appropriately designated as provided for herein has passed. Any Party that wishes to disclose the transcript, or information contained therein, may provide written notice of its intent to treat the transcript as non-confidential, after which time, any Party that wants to maintain any portion of the transcript as confidential must designate the confidential portions within seven (7) days, or else the transcript may be treated as non-confidential. Any Protected Material that is used in the taking of a deposition shall remain subject to the provisions of this Protective Order, along with the transcript pages of the deposition testimony dealing with such Protected Material. In such cases the court reporter shall be informed of this Protective Order and shall be required to operate in a manner consistent with this Protective Order. In the event the deposition is

videotaped, the original and all copies of the videotape shall be marked by the video technician to indicate that the contents of the videotape are subject to this Protective Order, substantially along the lines of "This videotape contains confidential testimony used in this case and is not to be viewed or the contents thereof to be displayed or revealed except pursuant to the terms of the operative Protective Order in this matter or pursuant to written stipulation of the parties." Counsel for any Producing Party shall have the right to exclude from oral depositions any person who is not authorized by this Protective Order to receive or access Protected Material based on the designation of such Protected Material. This right of exclusion does not include the deponent, deponent's counsel, the reporter or videographer (if any). Such right of exclusion shall be applicable only during periods of examination or testimony regarding such Protected Material.

9. DISCOVERY MATERIAL DESIGNATED AS CONFIDENTIAL

(a) A Producing Party may designate Discovery Material as "CONFIDENTIAL" if it contains or reflects confidential, proprietary, and/or commercially sensitive information.

(b) Unless otherwise ordered by the Court, Discovery Material designated as "CONFIDENTIAL" may be disclosed only to the following:

(i) The Receiving Party's Outside Counsel, such counsel's immediate paralegals and staff, and any copying or clerical litigation support services working at the direction of such counsel, paralegals, and staff;

(ii) Not more than two (2) in-house counsel and/or officers employed by the Receiving Party (or a commonly-controlled or parent company), as well as their immediate paralegals and staff to whom disclosure is reasonably necessary for purposes of its litigation provided that each such person has agreed to be bound by the provisions of the

Protective Order by signing a copy of Exhibit A, except that Defendants' representatives under this paragraph shall not have access to any Co-Defendants' CONFIDENTIAL information.

(iii) Any outside expert or consultant retained by the Receiving Party to assist in this action, provided that disclosure is only to the extent necessary to perform such work; and provided that: (a) such expert or consultant has agreed to be bound by the provisions of the Protective Order by signing a copy of Exhibit A; (b) such expert or consultant is not a current officer, director, or employee of a Party or of a competitor of a Party, nor anticipated at the time of retention to become an officer, director or employee of a Party or of a competitor of a Party; (c) such expert or consultant is not involved in competitive decision-making, on behalf of a Party or a competitor of a Party; (d) such expert or consultant accesses the materials in the United States only, and does not transport them to or access them from any foreign jurisdiction (subject to Paragraph 7(a)); and (e) no unresolved objections to such disclosure exist after proper notice has been given to all Parties as set forth in Paragraph 14 below. Without the express prior written consent of the Defendant that produced the Protected Material, no expert or consultant retained by a Defendant in these matters shall have access to "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" Discovery Material produced by another Defendant in these matters;

(iv) Court reporters, stenographers and videographers retained to record testimony taken in this action;

(v) The Court, jury, and court personnel;

(vi) Graphics, translation, design, and/or non-technical trial or jury consulting personnel (not including mock jurors), having first agreed to be bound by the provisions of the Protective Order by signing a copy of Exhibit A;

(vii) Mock jurors who have signed an undertaking or agreement agreeing not to publicly disclose Protected Material and to keep any information concerning Protected Material confidential;

(viii) 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 Protective Order; and

(ix) Any other person with the prior written consent of the Producing Party.

10. DISCOVERY MATERIAL DESIGNATED AS "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY"

(a) A Producing Party may designate Discovery Material as "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" if it contains information that is commercially confidential and/or sensitive in nature and the Producing Party reasonably believes that the disclosure of such Discovery Material is likely to cause economic harm or significant competitive disadvantage to the Producing Party. Documents marked "OUTSIDE ATTORNEYS' EYES ONLY," "OUTSIDE COUNSEL EYES ONLY," "OUTSIDE COUNSEL ONLY," "HIGHLY CONFIDENTIAL," or similar shall be treated as if designated HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY.

(b) Unless otherwise ordered by the Court or agreed in writing by the Producing Party, Discovery Material designated as "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" may be disclosed only to the persons or entities listed in Paragraphs 9(b)(i), (iii)-(viii) subject to any terms set forth or incorporated therein, and not any person or entity listed in Paragraph 9(b)(ii).

(c) Notwithstanding any contrary provisions herein, to the extent they are produced, any licenses and settlement agreements concerning one or more patents asserted against (and/or in the same patent family as any patent asserted against) one or more of the Defendants in the above-captioned cases designated as "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" may also be disclosed to two (2) in-house counsel listed in Paragraph 9(b)(ii) subject to any terms set forth or incorporated therein. Access to HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY license and settlement agreements shall not by itself invoke the bar set forth in Paragraph 6.

11. DISCOVERY MATERIAL DESIGNATED AS "HIGHLY CONFIDENTIAL – SOURCE CODE"

(a) A Producing Party may designate Source Code as "HIGHLY CONFIDENTIAL – SOURCE CODE" if it comprises confidential, proprietary, and/or trade secret Source Code. To the extent portions of HIGHLY CONFIDENTIAL – SOURCE CODE are quoted in a document or deposition transcript, those pages containing quoted HIGHLY CONFIDENTIAL – SOURCE CODE will be separately bound, and stamped and treated as HIGHLY CONFIDENTIAL – SOURCE CODE. All copies of any portion of the HIGHLY CONFIDENTIAL – SOURCE CODE shall be returned to the Producing Party if they are no longer in use. Copies of HIGHLY CONFIDENTIAL – 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.

(b) Nothing in this Order shall be construed as a representation or admission that Source Code is discoverable or not discoverable in this action, or to obligate any Party to produce any Source Code.

(c) Unless otherwise ordered by the Court or agreed in writing by the Producing Party, Discovery Material designated as HIGHLY CONFIDENTIAL – SOURCE CODE shall be subject to the provisions set forth in Paragraph 12 below, and may be disclosed, subject to Paragraph 12 below, solely to the persons or entities listed in Paragraphs 9(b)(i), 9(b)(iii) (no more than four (4) total experts or consultants, per above-referenced case, that have been disclosed pursuant to Paragraph 14), and 9(iv)-(viii), subject to any terms set forth or incorporated therein, and not any person or entity listed in Paragraph 9(b)(ii). In no case shall any information designated as HIGHLY CONFIDENTIAL – SOURCE CODE by a Defendant be provided to any other Defendant or other Defendant's counsel by any Party or counsel absent explicit, written agreement from the Party designating the information.

(d) Any expert or consultant retained on behalf of Plaintiff who is to be given access to a Defendant's HIGHLY CONFIDENTIAL – SOURCE CODE (whether in electronic form or otherwise) must agree in writing not to perform software development work directly or indirectly intended for commercial purposes relating to technology enabling the distribution of data, media, or other content over existing in-home coaxial TV cabling, for a period of one year after the issuance of a final, non-appealable decision resolving all issues in the case. This shall not preclude such experts or consultants from consulting in future litigation, so long as such consulting does not involve software development work directly or indirectly intended for commercial purposes relating to any of the foregoing functionality covered by the HIGHLY CONFIDENTIAL – SOURCE CODE Protected Material reviewed by such expert or consultant. Plaintiff may approach the Court to seek amendment of the restrictions set forth in this subparagraph, in the event that Plaintiff is unable to retain an expert because of the restrictions.

(e) Access to and review of the Source Code shall be strictly for the purpose of investigating the claims and defenses at issue in the above-captioned case. No person shall review or analyze any Source Code for purposes unrelated to this case, nor may any person use any knowledge gained as a result of reviewing Source Code in this case in any other pending or future dispute, proceeding, or litigation

12. DISCLOSURE AND REVIEW OF SOURCE CODE

(a) Source Code, to the extent any Producing Party agrees to provide any such information, shall ONLY be made available for inspection, not produced except as provided for below. For clarity, only Source Code designated HIGHLY CONFIDENTIAL – SOURCE CODE is subject to the printing and page limit restrictions provided for below. Any Source Code that is to be provided by Plaintiff shall be made available for inspection in electronic format at the Chicago office of its outside counsel, McAndrews, Held & Malloy LTD, or any other location mutually agreed by the Parties. Any Source Code that is to be provided by Comcast will be made available for inspection at the Philadelphia office of its outside counsel, Duane Morris LLP, or any other location mutually agreed by the Parties. Any Source Code that is to be provided by Cox shall be made available for inspection in electronic format at the Atlanta office of its outside counsel, Duane Morris LLP, or any other location mutually agreed by the Parties. Any Source Code that is to be provided by DISH shall be made available for inspection in electronic format at the Washington, D.C. office of its outside counsel, Cooley LLP, or any other location mutually agreed by the Parties. Any Source Code that is to be provided by DIRECTV shall be made available for inspection in electronic format at the San Francisco office of its outside counsel, Orrick, Herrington & Sutcliffe LLP, or any other location mutually agreed by the Parties. Any Source Code that is to be provided by TWC shall be made available for inspection in electronic format at the Atlanta office of its outside counsel, Duane

Morris LLP, or any other location mutually agreed by the Parties. Any Source Code that is to be provided by Verizon shall be made available for inspection in electronic format at the Atlanta office of its outside counsel, Duane Morris LLP, or any other location mutually agreed by the Parties. Source Code will be made available for inspection upon request until the close of discovery in the case to which it pertains, between the hours of 9 a.m. and 6 p.m. on business days (*i.e.*, weekdays that are not Federal holidays), although the Parties will be reasonable in accommodating reasonable requests to conduct inspections at other times.

(b) Prior to the first inspection of any requested Source Code, the Receiving Party shall provide fourteen (14) days notice of the Source Code that it wishes to inspect. The Receiving Party shall provide seven (7) days notice prior to any additional inspections.

(c) Source Code shall be produced for inspection and review subject to the following provisions, unless otherwise agreed by the Producing Party:

(i) All Source Code shall be made available by the Producing Party to the Receiving Party's outside counsel and/or experts in a secure room on a secured, password-protected computer (the "Source Code Computer") without Internet access or network access to other computers and on which all access ports have been disabled, as necessary and appropriate to prevent and protect against any unauthorized copying, transmission, removal or other transfer of any Source Code outside or away from the computer on which the Source Code is provided for inspection (the "Source Code Computer" in the "Source Code Review Room"). The Producing Party shall install mutually agreed upon software tools that are sufficient for viewing and searching the code produced, on the platform produced. At a minimum, these software tools 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 Hash value of a file. The Receiving Party may request in advance that additional, commercially-available, freeware or shareware software tools be installed on the Source Code Computer, which shall be installed by the Producing Party, provided, however, that (a) the Receiving Party possesses an appropriate license for such software tools; (b) the Producing Party approves such software tools; and (c) such software tools are reasonably necessary for the Receiving Party to perform its review of the Source Code consistent with all of the protections herein. By way of example, upon request and assuming the Receiving Party possesses appropriate licenses, the Producing party shall install Notepad++, Eclipse, DOxygen, GREP or similar tools. The Receiving Party's outside counsel and/or experts shall not use compilers or interpreters in connection with a Producing Party's Source Code, and further shall not attempt to compile or execute Source Code on the Source Code Computer. To the extent any tools are to be installed on the Source Code Computer that contain compiler or interpreter functionality, such functionality may be disabled and shall not be permitted to be used by the Receiving Party in connection with the Producing Party's Source Code. For clarity, any simulator functionality in any installed tools shall not be disabled. The Receiving Party must provide the Producing Party with the CD or DVD containing such licensed software tool(s) at least ten (10) days in advance of the date upon which the Receiving Party wishes to have the additional software tools available for use on the Source Code Computer.

(ii) The Producing Party shall not install any keystroke or other monitoring software on the Source Code Computer. The Producing Party shall provide a manifest of the contents of the Source Code Computer. This manifest, which will be supplied in both printed and electronic form, will list the name, location, and MD5 Hash value of every

source and executable file loaded onto the Source Code Computer for inspection, and shall be treated as HIGHLY CONFIDENTIAL – SOURCE CODE.

(iii) No recordable media or recordable devices, including without limitation sound recorders, computers, laptops, PDAs, smartphones, cellular telephones, peripheral equipment, cameras, CDs, DVDs, or drives of any kind, shall be permitted into the Source Code Review Room. All persons entering the Source Code Review Room must agree to submit to reasonable security measures to insure they are not carrying any prohibited items before they will be given access to the room.

(iv) The Receiving Party's outside counsel and/or experts shall be entitled to take notes relating to the Source Code but may not copy any portion of the Source Code into the notes and may not take such notes electronically on the Source Code Computer itself or any other computer or electronic device. Any notes relating to Source Code will be treated as "HIGHLY CONFIDENTIAL – SOURCE CODE."

(v) The Producing Party may only visually monitor the activities of the Receiving Party's representatives during any Source Code review to ensure that no unauthorized electronic records of the Source Code and no information concerning the Source Code are being created or transmitted in any way, but Producing Party may not monitor keystroke entries, the computer screen of the Source Code Computer, or any conversation between or among the Receiving Parties outside counsel and/or experts.

(vi) The Receiving Party may not remove from the room in which the Source Code is inspected any copies of all or any portion of the Source Code. Other than notes as set forth in Paragraph 12(c)(iv), no other written or electronic record of the Source Code is permitted.

(vii) All persons who will review a Producing Party's Source Code on behalf of a Receiving Party, including members of a Receiving Party's outside law firm, shall be identified in writing to the Producing Party at least four (4) days in advance of the first time that such person reviews such Source Code. Such identification shall be in addition to any other disclosure required under this Order. All persons viewing Source Code shall sign on each day they view Source Code a log that will include 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 upon one (1) day's advance notice to the Receiving Party.

(viii) Unless otherwise agreed in advance by the Parties in writing, following each day on which inspection is done under this Order, the Receiving Party's outside counsel and/or experts shall remove all notes, documents, and all other materials from the Source Code Review Room. The Producing Party shall not be responsible for any items left in the room following each inspection session, and the Receiving Party shall have no expectation of confidentiality for any items left in the room following each inspection session without a prior agreement to that effect. Proper identification of all authorized persons shall be provided prior to any access to the secure room or the computer containing Source Code. Proper identification requires showing, a photo identification card issued 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 secure room or the Source Code Computer may be denied, at the discretion of the Producing Party, to any individual who fails to provide proper identification.

(ix) The parties shall work in good faith to agree on a procedure by which the Receiving Party will be given copies of Source Code identified during the course of

inspection by Receiving Party for production. No person shall copy, e-mail, transmit, upload, download, print, photograph or otherwise duplicate any portion of the designated Source Code, except as the Receiving Party may request a reasonable number of pages of Source Code to be printed on watermarked or colored Bates numbered paper, which shall be provided by the Producing Party. The Receiving Party may not request paper copies for the purposes of reviewing the Source Code other than electronically as set forth in Paragraph 12(a) in the first instance. Counsel for the Producing Party will keep the originals of printed Source Code, and one copy shall be made for Outside Counsel for the Receiving Party promptly following the end of the inspection. If such Source Code qualifies as HIGHLY CONFIDENTIAL – SOURCE CODE, it may be produced on watermarked or colored paper bearing Bates Numbers and the "HIGHLY CONFIDENTIAL – SOURCE CODE" designation. This copy shall be produced to counsel for the Receiving Party within two (2) business days after receipt of a request. Source Code requested by a Receiving Party shall be limited to a reasonable number of total and consecutive pages. Absent a showing of good cause, a Receiving Party may request up to 300 total pages of Source Code designated HIGHLY CONFIDENTIAL-SOURCE CODE from a Producing Party (each defendant group shall be treated as a single Producing Party for purposes of this provision) but no continuous block of more than forty (40) pages of Source Code designated HIGHLY CONFIDENTIAL – SOURCE CODE. A Receiving Party may request up to 30 total additional pages per accused product to the extent that there are differences in the source code relevant to the asserted claims. The parties shall work in good faith to attempt to resolve any disputes concerning the sufficiency of these page limitations after the Receiving Party has inspected the Source Code. Nothing in this provision precludes a Receiving Party from approaching the Court to modify the source code page limits set forth herein.

(x) Other than as provided above, the Receiving Party will not copy, remove, or otherwise transfer or transmit (including by e-mail) any Source Code from the Source Code Computer including, without limitation, copying, removing, or transferring the Source Code onto any recordable media or recordable device. The Receiving Party will not transmit any Source Code in any way from the Producing Party's facilities or the offices of its outside counsel of record.

(xi) To the extent that a Receiving Party receives copies of Source Code by order of the Court or other procedures agreed upon pursuant to Paragraph 12(c)(ix), the Receiving Party's outside counsel of record may make no more than three (3) additional paper copies of any portions of the Source Code received, not including copies attached to court filings or used at depositions, such copies to be reproduced on the same type of paper and with the same Bates number (appended by "-1", "-2" or "-3" to indicate the copy number) and confidentiality designations as in the originals.

(xii) The Receiving Party's outside counsel of record and any person receiving a copy of any Source Code shall maintain and store any paper copies of the Source Code at their offices in a manner that prevents duplication of or unauthorized access to the Source Code, including, without limitation, storing the Source Code in a locked room or cabinet at all times when it is not in use. The Receiving Party shall maintain a log of all copies of the Source Code. The log shall include the names of reviewers and/or recipients of paper copies (excluding Outside Counsel) and locations where the paper copies are stored. Upon five (5) day's advance notice to the Receiving Party by the Producing Party, the Receiving Party shall provide a copy of this log to the Producing Party. A Receiving Party can make such a request for the log once every three months.

(xiii) To the extent that a Receiving Party receives copies of Source Code pursuant to Paragraph 12(c)(ix), for depositions, the Receiving Party shall, at least two (2) full business days before the date of the deposition, notify the Producing Party by Bates number about the specific portions of HIGHLY CONFIDENTIAL – SOURCE CODE it wishes to use at the deposition, and the Producing Party shall bring printed copies of those portions to the deposition for use by the Receiving Party. Alternatively, the Receiving Party may bring up to 250 pages total of printed copies of those portions of HIGHLY CONFIDENTIAL – SOURCE CODE to the deposition without identifying to the Producing Party the specific portions of Source Code it wishes to use 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. All paper copies of Source Code brought to the deposition by the Producing Party shall remain with the Producing Party's outside counsel for secure destruction in a timely manner following the deposition.

(xiv) Except as provided in this sub-paragraph, absent express written permission from the Producing Party, the Receiving Party may not create electronic images, or any other images, or make electronic copies, of the Source Code from any paper copy of Source Code for use in any manner (including by way of example only, the Receiving Party may not scan the Source Code to a PDF or photograph the code). Images or copies of Source Code shall not be included in correspondence between the Parties (references to production numbers shall be used instead), and shall be omitted from pleadings and other papers filed with Court without prior permission for filing such Source Code under seal by either the Producing Party or the Court, which permission the Receiving Party shall seek at least five business days prior to the

filing of such Source Code, with the Receiving Party responding no more than three business days thereafter. For clarity and the avoidance of doubt, to the extent that a Receiving Party believes that it is necessary to file under seal certain excerpts of HIGHLY CONFIDENTIAL – SOURCE CODE, the Receiving Party may request permission from the Producing Party to file such excerpts under seal. To the extent that the Parties are unable to resolve any such dispute, the Receiving Party may seek relief from the Court regarding such use of HIGHLY CONFIDENTIAL – SOURCE CODE. If a Producing Party refuses to permit a Receiving Party from filing Source Code in pleadings or other papers filed with the Court, the Receiving Party may file any such pleading or other paper and indicate that the Source Code is not attached but such Source Code is considered to be in evidence for the purpose of such pleading or other paper. If any such source code is ultimately filed pursuant to agreement or Court order, it shall be filed under seal. If a Producing Party agrees to produce an electronic copy of all or any portion of its Source Code or provide written permission to the Receiving Party that an electronic or any other copy needs to be made for a Court filing, access to the Receiving Party's submission, communication, and/or disclosure of electronic files or other materials containing any portion of Source Code (paper or electronic) shall at all times be limited solely to individuals who are expressly authorized to view such Source Code under the provisions of this Order. In such a circumstance, the Parties shall meet and confer as to how to make such a filing while protecting the confidentiality of the Source Code and such Source Code will not be filed absent agreement from the Producing Party that the confidentiality protections will be adequate. Where the Producing Party has provided the express written permission required under this provision for a Receiving Party to create electronic copies of Source Code, the Receiving Party shall maintain a log of all such electronic copies of any portion of Source Code in its possession

or in the possession of its retained consultants, including the names of the reviewers and/or recipients of any such electronic copies, and the locations and manner in which the electronic copies are stored. Additionally, any such electronic copies must be labeled "HIGHLY CONFIDENTIAL – SOURCE CODE" as provided for in this Order.

(xv) Any paper copies designated "HIGHLY CONFIDENTIAL – SOURCE CODE" or notes, analyses or descriptions of such paper copies of Source Code shall be stored or viewed only at (i) the offices of outside counsel for the Receiving Party; (ii) the offices of outside experts or consultants who have been approved 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. Any such paper copies or notes, analyses or descriptions of such paper copies of Source Code shall not be transported via mail service or any equivalent service and shall be maintained at all times in a secure location under the direct control of counsel responsible for maintaining the security and confidentiality of the designated materials and in a manner that prevents duplication of or unauthorized access to the Source Code, including, without limitation, storing the Source Code in a locked room or cabinet at all times, when it is not in use.

13. NO PRECLUSION

Nothing in this Protective Order precludes a Requesting Party from requesting for production from a Producing Party without any restriction, Source Code that is not confidential, proprietary, and/or trade secret (including Source Code that Defendant is obligated to freely disclose to the public upon request and without restriction on distribution or use of such code).

14. NOTICE OF DISCLOSURE

(a) Prior to disclosing any Protected Material to any person described in Paragraphs 9(b)(iii) or 11(c) (referenced below as "Person"), the Party seeking to disclose such information shall provide the Producing Party with written notice that includes:

(i) the name of the Person;

(ii) an up-to-date curriculum vitae of the Person;

(iii) the present employer and title of the Person;

(iv) an identification of all of the Person's past and current employment and consulting relationships, including direct relationships and relationships through entities owned or controlled by the Person, relating to the design, development, operation, or patenting of technology enabling the distribution of content over existing in-home coaxial TV cabling or other electronic media distribution functionality covered by the accused products in the above-captioned actions, or relating to the acquisition of intellectual property assets relating to the foregoing;

(v) an identification of all pending patent applications on which the Person is named as an inventor, in which the Person has any ownership interest, or as to which the Person has had or anticipates in the future any involvement in advising on, consulting on, preparing, prosecuting, drafting, editing, amending, or otherwise affecting the scope of the claims; and

(vi) a list of the cases in which the Person has testified at deposition or trial within the last five (5) years.

Further, the Party seeking to disclose Protected Material shall provide such other information regarding the Person's professional activities reasonably requested by the Producing

Party for it to evaluate whether good cause exists to object to the disclosure of Protected Material to the outside expert or consultant.

(b) Within seven (7) business days of receipt of the disclosure of the Person, the Producing Party or Parties may object in writing to the Person for good cause. In the absence of an objection at the end of the seven (7) business day period, the Person shall be deemed approved under this Protective Order. There shall be no disclosure of Protected Material to the Person prior to expiration of this seven (7) business day period. If the Producing Party objects to disclosure to the Person within such seven (7) business day period, the Parties shall meet and confer via telephone or in person within five (5) business days following the objection and attempt in good faith to resolve the dispute on an informal basis. If the dispute is not resolved, the Party objecting to the disclosure will have seven (7) days from the date of the meet and confer to seek relief from the Court. If relief is not sought from the Court within that time, the objection shall be deemed withdrawn. If relief is sought, designated materials shall not be disclosed to the Person in question until the Court resolves the objection.

(c) For purposes of this section, "good cause" shall include an objectively reasonable concern that the Person will, advertently or inadvertently, use or disclose Discovery Materials in a way or ways that are inconsistent with the provisions contained in this Order.

(d) Prior to receiving any Protected Material under this Order, the Person must execute a copy of the "Agreement to Be Bound by Protective Order" (Exhibit A hereto) and serve it on all Parties.

15. CHALLENGING DESIGNATIONS OF PROTECTED MATERIAL

(a) A Party shall not be obligated to challenge the propriety of any designation of Discovery Material under this Order at the time the designation is made, and a failure to do so shall not preclude a subsequent challenge thereto.

(b) Any challenge to a designation of Discovery Material under this Order shall be written, shall be served on outside counsel for the Producing Party, shall particularly identify the documents or information that the Receiving Party contends should be differently designated, and shall state the grounds for the objection. Thereafter, further protection of such material shall be resolved in accordance with the following procedures:

(i) The objecting Party shall have the burden of conferring either in person, in writing, or by telephone with the Producing Party claiming protection (as well as any other interested party) in a good faith effort to resolve the dispute. The Producing Party shall have the burden of justifying the disputed designation;

(ii) Failing agreement, the Receiving Party may bring a motion to the Court for a ruling that the Discovery Material in question is not entitled to the status and protection of the Producing Party's designation. The Parties' entry into this Order shall not preclude or prejudice either Party from arguing for or against any designation, establish any presumption that a particular designation is valid, or alter the burden of proof that would otherwise apply in a dispute over discovery or disclosure of information;

(iii) Notwithstanding any challenge to a designation, the Discovery Material in question shall continue to be treated as designated under this Order until one of the following occurs: (a) the Party who designated the Discovery Material in question withdraws such designation in writing; or (b) the Court rules that the Discovery Material in question is not entitled to the designation.

16. SUBPOENAS OR COURT ORDERS

(a) If at any time Protected Material is subpoenaed by any court, arbitral, administrative, or legislative body, the Party to whom the subpoena or other request is directed shall immediately give prompt written notice thereof to every Party who has produced such

Discovery Material and to its counsel and shall provide each such Party with an opportunity to move for a protective order regarding the production of Protected Materials implicated by the subpoena.

17. FILING PROTECTED MATERIAL

(a) Absent written permission from the Producing Party or a court Order secured after appropriate notice to all interested persons, a Receiving Party may not file or disclose in the public record any Protected Material.

(b) Any Party is authorized under D. Del. LR 5.1.3 to file under seal with the Court any brief, document or materials that are designated as Protected Material under this Order. However, nothing in this section shall in any way limit or detract from this Order's requirements as to Source Code.

18. INADVERTENT DISCLOSURE OF PRIVILEGED MATERIAL

(a) The inadvertent production by a Party of Discovery Material subject to the attorney-client privilege, work-product protection, or any other applicable privilege or protection, despite the Producing Party's reasonable efforts to prescreen such Discovery Material prior to production, will not waive the applicable privilege and/or protection if a request for return of such inadvertently produced Discovery Material is made promptly after the Producing Party learns of its inadvertent production.

(b) Upon a request from any Producing Party who has inadvertently produced Discovery Material that it believes is privileged and/or protected, each Receiving Party shall immediately return or certify the destruction of such Protected Material or Discovery Material and all copies to the Producing Party, except for any pages containing privileged markings by the Receiving Party which shall instead be destroyed and certified as such by the Receiving Party to the Producing Party.

(c) In the event a Producing Party recalls privileged information under this Paragraph 17, the Producing Party shall, within seven days, provide the Receiving Party with a description of the recalled privileged information in a manner consistent with the requirements of Rule 26(b)(5)(B).

19. INADVERTENT FAILURE TO DESIGNATE PROPERLY

(a) The inadvertent failure by a Producing Party to designate Discovery Material as Protected Material with one of the designations provided for under this Order shall not waive any such designation provided that the Producing Party notifies all Receiving Parties that such Discovery Material is protected under one of the categories of this Order within fourteen (14) days of the Producing Party learning of the inadvertent failure to designate. The Producing Party shall reproduce the Protected Material with the correct confidentiality designation within seven (7) days upon its notification to the Receiving Parties. Upon receiving the Protected Material with the correct confidentiality designation, the Receiving Parties shall return or securely destroy, at the Producing Party's option, all Discovery Material that was not designated properly.

(b) A Receiving Party shall not be in breach of this Order for any use of such Discovery Material before the Receiving Party receives such notice that such Discovery Material is protected under one of the categories of this Order, unless an objectively reasonable person would have realized that the Discovery Material should have been appropriately designated with a confidentiality designation under this Order. Once a Receiving Party has received notification of the correct confidentiality designation for the Protected Material with the correct confidentiality designation, the Receiving Party shall treat such Discovery Material (subject to the exception in Paragraph 18(c) below) at the appropriately designated level pursuant to the terms of this Order.

(c) Notwithstanding the above, a subsequent designation of "CONFIDENTIAL," "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" or "HIGHLY CONFIDENTIAL – SOURCE CODE" shall apply on a going forward basis and shall not disqualify anyone who reviewed "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" or "HIGHLY CONFIDENTIAL – SOURCE CODE" materials while the materials were not marked "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" or "HIGHLY CONFIDENTIAL – SOURCE CODE" from engaging in the activities set forth in Paragraph 6.

20. INADVERTENT DISCLOSURE NOT AUTHORIZED BY ORDER

(a) In the event of a disclosure of any Discovery Material pursuant to this Order to any person or persons not authorized to receive such disclosure under this Protective Order, the Party responsible for having made such disclosure, and each Party with knowledge thereof, shall immediately notify counsel for the Producing Party whose Discovery Material has been disclosed and provide to such counsel all known relevant information concerning the nature and circumstances of the disclosure. The responsible disclosing Party shall also promptly take all reasonable measures to retrieve the improperly disclosed Discovery Material and to ensure that no further or greater unauthorized disclosure and/or use thereof is made.

(b) Unauthorized or inadvertent disclosure does not change the status of Discovery Material or waive the right to hold the disclosed document or information as Protected.

21. FINAL DISPOSITION

(a) Not later than ninety (90) days after the Final Disposition of this case, each Party shall return all Discovery Material of a Producing Party to the respective outside counsel of the Producing Party or destroy such Material, at the option of the Producing Party.

For purposes of this Order, "Final Disposition" occurs after an order, mandate, or dismissal finally terminating the above-captioned action with prejudice, including all appeals.

(b) All Parties that have received any such Discovery Material shall certify in writing that all such materials have been returned to the respective outside counsel of the Producing Party or destroyed. Notwithstanding the provisions for return of Discovery Material, outside counsel may retain one set of pleadings, court filings, written discovery responses, correspondence and attorney and consultant work product (but not document productions) for archival purposes, but must return or destroy any pleadings, court filings, written discovery responses, correspondence, and consultant work product that contain Source Code.

22. DISCOVERY FROM EXPERTS OR CONSULTANTS

(a) Testifying experts shall not be subject to discovery with respect to any draft of his or her report(s) in this case. Draft reports, notes, or outlines for draft reports developed and drafted by the testifying expert and/or his or her staff are also exempt from discovery.

(b) Discovery of materials provided to testifying experts shall be limited to those materials, facts, consulting expert opinions, and other matters actually relied upon by the testifying expert in forming opinions appearing in his or her final report, trial, or deposition testimony or any opinion in this case. No discovery can be taken from any non-testifying expert except to the extent that such non-testifying expert has provided information, opinions, or other materials to a testifying expert relied upon by that testifying expert in forming his or her final report(s), trial, and/or deposition testimony or any opinion in this case.

(c) No conversations or communications between counsel and any testifying or consulting expert will be subject to discovery unless the conversations or communications are

relied upon by such experts in formulating opinions that are presented in reports or trial or deposition testimony in this case.

(d) Materials, communications, and other information exempt from discovery under the foregoing Paragraphs 22(a)-(c) shall be treated as attorney-work product for the purposes of these litigations and Order.

(e) Nothing in Protective Order, include Paragraphs 22(a)-(c), shall alter or change in any way the requirements in Paragraph 12 regarding Source Code, and Paragraph 12 shall control in the event of any conflict.

23. MISCELLANEOUS

(a) **Notices.** All notices required by this Protective Order are to be served on the attorney(s) for each of the Defendants and Plaintiff listed in the signature block below for each Party.

(b) **Agreement to be Bound.** Each of the Parties agrees to be bound by the terms of this Protective Order as of the date counsel for such Party executes this Protective Order, at which time the provisions of this Order shall retroactively apply to any Protected Material obtained by that Party or its counsel prior to execution, even if prior to entry of this order by the Court.

(c) **Right to Further Relief.** Nothing in this Order abridges the right of any person to seek its modification by the Court in the future. By stipulating to this Order, the Parties do not waive the right to argue that certain material may require additional or different confidentiality protections than those set forth herein.

(d) **Termination of Matter and Retention of Jurisdiction.** The Parties agree that the terms of this Protective Order shall survive and remain in effect after the Final

Determination of the above-captioned matter. The Court shall retain jurisdiction after Final Determination of this matter to hear and resolve any disputes arising out of this Protective Order.

(e) **Successors.** This Order shall be binding upon the Parties hereto, their attorneys, and their successors, executors, personal representatives, administrators, heirs, legal representatives, assigns, subsidiaries, divisions, employees, agents, retained consultants and experts, and any persons or organizations over which they have direct control.

(f) **Right to Assert Other Objections.** By stipulating to the entry of this Protective Order, no Party waives any right it otherwise would have to object to disclosing or producing any information or item. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order. This Order shall not constitute a waiver of the right of any Party to claim in this action or otherwise that any Discovery Material, or any portion thereof, is privileged or otherwise non-discoverable, or is not admissible in evidence in this action or any other proceeding.

(g) **Burdens of Proof.** Notwithstanding anything to the contrary above, nothing in this Protective Order shall be construed to change the burdens of proof or legal standards applicable in disputes regarding whether particular Discovery Material is confidential, which level of confidentiality is appropriate, whether disclosure should be restricted, and if so, what restrictions should apply.

(h) **Modification by Court.** This Order is subject to further court order based upon public policy or other considerations, and the Court may modify this Order *sua sponte* in the interests of justice. The United States District Court for the District of Delaware is responsible for the interpretation and enforcement of this Order. All disputes concerning Protected Material, however designated, produced under the protection of this Order shall be

resolved by the United States District Court for the District of Delaware. In the event anyone shall violate or threaten to violate the terms of this Protective Order, the aggrieved Party may immediately apply to obtain injunctive relief against any such person violating or threatening to violate any of the terms of this Protective Order.

(i) **Discovery Rules Remain Unchanged.** Nothing herein shall alter or change in any way the discovery provisions of the Federal Rules of Civil Procedure, the Local Rules for the United States District Court for the District of Delaware, or the Court's own orders. Identification of any individual pursuant to this Protective Order does not make that individual available for deposition or any other form of discovery outside of the restrictions and procedures of the Federal Rules of Civil Procedure, the Local Rules for the United States District Court for the District of Delaware, or the Court's own orders.

24. OTHER PROCEEDINGS

By entering this order and limiting the disclosure of information in this case, the Court does not intend to preclude another court from finding that this information may be relevant and subject to disclosure in another case. Any person or party subject to this order who becomes subject to a motion to disclose another party's information designated as confidential pursuant to this order shall promptly notify that party of the motion so that the party may have an opportunity to appear and be heard on whether that information should be disclosed.

Dated: May 3, 2016

FARNAN LLP

/s/ Brian E. Farnan
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Respectfully submitted,

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The Honorable Richard G. Andrews ~~United States District Judge~~ Mary Pat Thynge Magistrate

EXHIBIT A

I, _____, acknowledge and declare that I have received a copy of the Protective Order ("Order") in TQ Delta, LLC v. _____, United States District Court, District of the District of Delaware, Civil Action No. _____. Having read and understood the terms of the Order, I agree to be bound by the terms of the Order and consent to the jurisdiction of said Court for the purpose of any proceeding to enforce the terms of the Order.

Name of individual: _____

Present occupation/job description: _____

_____

_____

Name of Company or Firm: _____

Address: _____

Dated: _____

_____
[Signature]

EXHIBIT 3

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

TQ DELTA, LLC, Plaintiff, v. COMCAST CABLE COMMUNICATIONS LLC, Defendant.	C.A. No. 15-cv-611-RGA JURY TRIAL DEMANDED
TQ DELTA, LLC, Plaintiff, v. COXCOM LLC and COX COMMUNICATIONS INC., Defendants.	C.A. No. 15-cv-612-RGA JURY TRIAL DEMANDED
TQ DELTA, LLC, Plaintiff, v. DIRECTV, LLC, Defendant.	C.A. No. 15-cv-613-RGA JURY TRIAL DEMANDED

TQ DELTA, LLC, Plaintiff, v. DISH NETWORK CORP., DISH NETWORK L.L.C., and DISH DBS CORP. Defendants.	C.A. No. 15-cv-614-RGA JURY TRIAL DEMANDED
TQ DELTA, LLC, Plaintiff, v. TIME WARNER CABLE INC. and TIME WARNER CABLE ENTERPRISES LLC, Defendants.	C.A. No. 15-cv-615-RGA JURY TRIAL DEMANDED
TQ DELTA, LLC, Plaintiff, v. VERIZON SERVICES CORP., Defendant.	C.A. No. 15-cv-616-RGA JURY TRIAL DEMANDED

AGREED PROTECTIVE ORDER
REGARDING THE DISCLOSURE AND USE OF DISCOVERY MATERIALS

Plaintiff TQ Delta, LLC ("Plaintiff") and Comcast Cable Communications LLC ("Comcast"); CoxCom LLC and Cox Communications Inc. ("collectively, "Cox"); DIRECTV, LLC ("DIRECTV"); DISH Network Corp., DISH Network LLC, and DISH DBS Corp. (collectively, "DISH"); Time Warner Cable Inc. and Time Warner Cable Enterprises LLC

(collectively, "TWC"); and Verizon Services Corp. ("Verizon") (collectively, "Defendants") anticipate that documents, testimony, or information containing or reflecting confidential, proprietary, trade secret, and/or commercially sensitive information are likely to be disclosed or produced during the course of discovery, initial disclosures, and supplemental disclosures in these cases and request that the Court enter this Order setting forth the conditions for treating, obtaining, and using such information.

Pursuant to Rule 26(c) of the Federal Rules of Civil Procedure, the Court finds good cause to enter this Agreed Protective Order Regarding the Disclosure and Use of Discovery Materials ("Order" or "Protective Order").

1. PURPOSES AND LIMITATIONS

(a) All Protected Material (as defined below) shall be used solely for the above-captioned cases in which they are produced and any related appellate proceedings, and not for any other purpose whatsoever, including without limitation any other litigation, patent prosecution or acquisition, patent reexamination or reissue proceedings, or any business or competitive purpose or function. Protected Material shall not be distributed, disclosed, or made available to anyone except as expressly provided in this Order.

(b) To the extent that any Defendant in the above-captioned cases provides Protected Material under the terms of this Protective Order to Plaintiff, Plaintiff shall not share that material with any other Defendant, absent express written permission from the producing Defendant. This Order does not confer any right to any Defendant to access the Protected Material of any other Defendant.

(c) The Parties acknowledge that this Order does not confer blanket protections on all disclosures during discovery, or in the course of making initial or supplemental disclosures under Rule 26(a). Designations under this Order shall be made with care and shall

not be made absent a good faith belief that the designated material satisfies the criteria set forth below. If it comes to a Producing Party's attention that designated material does not qualify for protection at all, or does not qualify for the level of protection initially asserted, the Producing Party must promptly withdraw or change the designation as appropriate and notify all Receiving Parties of such withdrawal or change.

2. DEFINITIONS

(a) "Discovery Material" means all items or information, including from any non-party, regardless of the medium or manner generated, stored, or maintained (including, among other things, testimony, transcripts, or tangible things) that are produced, disclosed, or generated in connection with discovery or Rule 26(a) disclosures in this case.

(b) "Protected Material" means any Discovery Material that is designated as "CONFIDENTIAL," "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY," or "HIGHLY CONFIDENTIAL – SOURCE CODE," as provided for in this Order. Protected Material shall not include materials that have been published or publicly disseminated or that a Party has provided to a third-party without requiring that the third-party maintain the materials in confidence.

(c) "Party" means any party to this case, including all of its officers, directors, employees, consultants, retained experts, and their support staffs.

(d) "Producing Party" means any Party or non-party that discloses or produces any Discovery Material in this case. A non-party producing information or material voluntarily or pursuant to a subpoena or a court order may designate such material or information as Protected Material pursuant to the terms of this Order. A non-party's use of this Order to protect its Protected Material does not entitle that non-party access to the Protected Material produced by any Party in the above-referenced cases.

(e) "Receiving Party" means any Party who receives Discovery Material from a Producing Party.

(f) "Outside Counsel" means (i) outside counsel who appear on the pleadings as counsel for a Party and (ii) partners, associates, and staff of such counsel to whom it is reasonably necessary to disclose the information for these litigations.

(g) "Source Code" means any source code, including computer code, scripts, assembly, binaries, object code, object code listings, executable code, source code listings, software files, configuration files, and Hardware Description Language ("HDL") or Register Transfer Level ("RTL") files that describe hardware design. For clarity, Source Code that is publicly available or not otherwise confidential, proprietary, and/or trade secret (including through an obligation to freely disclose the code to the public upon request and without restriction on distribution or use of such code) shall not be designated as HIGHLY CONFIDENTIAL – SOURCE CODE, CONFIDENTIAL, or HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY.

3. COMPUTATION OF TIME

The computation of any period of time prescribed or allowed by this Order shall be governed by the provisions for computing time set forth in Federal Rules of Civil Procedure 6, as modified by Paragraph 12 of the October 23, 2015 Scheduling Order in the above-captioned cases.

4. SCOPE

(a) The protections conferred by this Order cover not only Discovery Material governed by this Order as addressed herein, but also any information copied or extracted therefrom, as well as all copies, excerpts, summaries, or compilations thereof, plus testimony,

conversations, or presentations by Parties or their counsel in court or in other settings that might reveal Protected Material.

(b) Nothing in this Protective Order shall prevent or restrict a Producing Party's own disclosure or use of its own Protected Material for any purpose.

(c) Nothing in this Order shall preclude any Receiving Party from showing Protected Material to an individual who prepared the Protected Material.

(d) Nothing in this Order shall restrict in any way the use or disclosure of Discovery Material by a Receiving Party: (i) that is or has become disseminated to the public through no fault of the Receiving Party and without violation of this Order or other obligation to maintain confidentiality; (ii) that written records demonstrate was lawfully acquired by or previously known to the Receiving Party independent of the Producing Party; (iii) previously produced, disclosed and/or provided by the Producing Party to the Receiving Party or a non-party without an obligation of confidentiality and not by inadvertence or mistake; (iv) with the consent of the Producing Party; or (v) pursuant to order of the Court.

(e) This Order is without prejudice to the right of any Party to seek further or additional protection of any Discovery Material or to modify this Order in any way, including, without limitation, an order that certain matter not be produced at all.

5. DURATION

Even after Final Disposition of these cases, the confidentiality obligations imposed by this Order shall remain in effect until a Producing Party agrees otherwise in writing or a court order otherwise directs.

6. PATENT PROSECUTION BAR

No individual retained by or associated with Plaintiff (including outside counsel and/or outside experts or consultants) who has been given access to any Protected Material designated

by a Defendant as HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY or HIGHLY CONFIDENTIAL - SOURCE CODE may, without consent of the Party that produced the Protected Material, engage in any Prosecution Activity (as defined below) involving (1) claims in any patent application directly or indirectly claiming priority to an asserted patent, or from which an asserted patent claims priority; (2) claims directed to technology enabling the distribution of content over existing in-home coaxial TV cabling; or (3) claims directed to technology (i) concerning transmission and reception of diagnostics for or about communication channels; (ii) concerning scrambling of information modulated on carrier signals in a communication system; or (iii) concerning low power mode for a transceiver in a communication system, that has been provided for review by such outside counsel, expert, or consultant in any HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY or HIGHLY CONFIDENTIAL – SOURCE CODE Protected Material produced by a Defendant. To avoid any issues as to whether such outside expert or consultant reviewed any HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY or HIGHLY CONFIDENTIAL – SOURCE CODE Protected Material produced by a Defendant, it will be presumed that if such materials, documents, information or the like were provided for review, that such outside expert or consultant reviewed such materials, documents, information, or the like. This bar shall apply during the pendency of the action(s) in which the Protected Material was produced and for a period ending (2) two years after (i) the complete resolution of all claims against the Producing Party(ies) in connection with the above-captioned cases through entry of final non-appealable judgments or orders for which appeal has been exhausted, and return of all Protected Material in accordance with Paragraph 21; (ii) the complete settlement of all claims against the Producing Party(ies) in the action(s) in which the Protected Material was produced, and return of all Protected Material in accordance

with Paragraph 21; or (iii) the individual person(s) cease to represent or be associated with the Receiving Party and no longer have access to Protected Material. Access to CONFIDENTIAL or non-technical HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY-designated Protected Materials (*e.g.*, revenue or P&L statements, which do not disclose confidential technical features of a product or service) shall not by itself invoke this bar. For purposes of this section, "Prosecution Activity" shall mean the preparation, prosecution, editing, drafting, or amendment of claims or advice or counseling regarding the preparation, prosecution, editing, drafting or amendment of claims (for any person or entity) in any patent application or patent, either as part of an original prosecution in the United States or elsewhere, or as part of a reexamination, *inter partes* review, covered business method review or any other post-grant review proceeding in the United States or elsewhere. For clarity, Counsel for Receiving Party shall be permitted to participate in any reexamination, *inter partes* review, covered business method review or any other proceeding where the validity or patentability of the claims of the patents asserted against one or more defendants in the above-captioned cases are being challenged so long as such Counsel does not participate in any way in the preparation, editing, drafting, or amending of claims or provide any advice, analysis, or counseling for amendment of claims or drafting of new claims. Notwithstanding this paragraph, an attorney subject to this section may forward to counsel participating in the types of proceedings described above any references identified by any Defendant as prior art during the course of the above-captioned cases and nothing in this section shall prevent any attorney from sending prior art to an attorney involved in any prosecution for purposes of ensuring that such prior art is submitted to the U.S. Patent and Trademark Office (or any similar agency of a foreign government) to assist a patent applicant in complying with its duty of candor.

7. STORAGE OF PROTECTED MATERIAL, LEGAL ADVICE, AND CROSS-PRODUCTION OF DEFENDANT MATERIAL

(a) **Secure Storage, No Export.** Protected Material must be stored and maintained by a Receiving Party at a location in the United States and in a secure manner that ensures that access is limited to the persons authorized under this Order. Absent written consent by the Producing Party, which will not be unreasonably withheld, Protected Material may not be exported or accessed outside the United States or released to any foreign national (even if within the United States). In the event a request is made for access to Protected Material from a location outside the United States, the party to whom the request is made shall respond to the request within three business days and, if the request is denied, shall set forth the basis for the denial. If no response is provided within three business days, the party to whom the request is made shall be deemed to have consented to the request.

(b) **Legal Advice Based on Protected Material.** Nothing in this Protective Order shall be construed to prevent counsel from advising their clients with respect to this case based in whole or in part upon Protected Materials, provided counsel does not disclose the Protected Material itself except as provided in this Order.

(c) **Cross-Production of Defendant Confidential Material.** No Defendant is required to produce or disclose its Protected Material to any other Defendant or Defendants, but nothing in this Order shall preclude such production or disclosure. For the avoidance of doubt, Plaintiff shall not disclose one Defendant's Protected Material to any other Defendant or Defendants through Court filings, oral argument in Court, expert reports, deposition, discovery requests, discovery responses, or any other means, without the express prior written consent of the Defendant that produced the Protected Material.

8. DESIGNATING PROTECTED MATERIAL

(a) **Available Designations.** Any Producing Party may designate Discovery Material with any of the following designations, provided that it meets the requirements for such designations as provided for herein: "CONFIDENTIAL," "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY," or "HIGHLY CONFIDENTIAL – SOURCE CODE."

(b) **Written Discovery and Documents and Tangible Things.** Written discovery, documents (which include "electronically stored information," as that phrase is used in Federal Rule of Procedure 34), and tangible things that meet the requirements for the confidentiality designations listed in Paragraph 8(a) may be so designated by placing the appropriate designation on every page of the written material prior to production. For digital files being produced, the Producing Party may mark each viewable page or image with the appropriate designation, and mark the medium, container, and/or communication in which the digital files were contained. In the event that original documents are produced for inspection, the original documents shall be presumed HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY during the inspection and re-designated, as appropriate during the copying process.

(c) **Native Files.** Where electronic files and documents are produced in native electronic format, such electronic files and documents shall be designated for protection under this Order by appending to the file names or designators information indicating whether the file contains CONFIDENTIAL or HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY material, or shall use any other reasonable method for so designating Protected Materials produced in electronic format. When electronic files or documents are printed for use at deposition, in a court proceeding, or for provision in printed form to an expert or consultant pre-approved pursuant to Paragraph 14, the party printing the electronic files or documents shall

affix a legend to the printed document corresponding to the designation of the Designating Party and including the production number and designation associated with the native file.

(d) **Depositions and Testimony.**

(i) Notwithstanding any restrictions on disclosure of Protected Material set forth herein, except as may be otherwise ordered by the Court, any person may be shown, and examined by a Receiving Party at depositions and trial concerning, all Protected Material of which such person had prior access or personal knowledge. Without in any way limiting the foregoing: (1) a Rule 30(b)(6) witness for a Producing Party may be shown, and examined by a Receiving Party at depositions and trial concerning, all Protected Information which has been produced by the Producing Party; (2) a present director, officer, and/or employee of a Producing Party may be shown, and examined by a Receiving Party at depositions and trial concerning, all Protected Information produced by the Producing Party and of which the witness has or had access or personal knowledge; and (3) a former director, officer, agent and/or employee of a Producing Party may be shown, and examined by a Receiving Party at depositions and trial concerning, all Protected Information of which such person had prior access or personal knowledge, including any Protected Information that refers to matters of which such person has personal knowledge that has been produced by that Party and which pertains to the period or periods of such person's employment. However, any person other than the witness, his or her attorney(s), or any person qualified to receive Protected Material under this Order shall be excluded from the portion of the examination concerning such Protected Information, unless the Producing Party consents to such persons being present at the examination. If the witness is represented by an attorney who is not qualified under this Order to receive Protected Information, then prior to the examination, the attorney must provide a

signed statement, in the form of Exhibit A hereto, that he or she will comply with the terms of this Order and maintain the confidentiality of Protected Material disclosed during the course of the examination. In the event that such attorney declines to sign such a statement prior to the examination, the Parties, by their attorneys, shall jointly seek a protective order from the Court prohibiting the attorney from disclosing Protected Material.

(ii) Parties or testifying persons or entities may designate depositions and other testimony with the appropriate designation by indicating on the record at the time the testimony is given or by sending written notice of how portions of the transcript of the testimony is designated within fourteen (14) days of receipt of the final transcript of the testimony. Counsel shall exercise discretion in designating portions of a deposition under this Protective Order, and shall only designate those portions containing the disclosure of information properly entitled to protection under this Protective Order. If no indication on the record is made, all information disclosed during a deposition shall be deemed HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY until the time within which it may be appropriately designated as provided for herein has passed. Any Party that wishes to disclose the transcript, or information contained therein, may provide written notice of its intent to treat the transcript as non-confidential, after which time, any Party that wants to maintain any portion of the transcript as confidential must designate the confidential portions within seven (7) days, or else the transcript may be treated as non-confidential. Any Protected Material that is used in the taking of a deposition shall remain subject to the provisions of this Protective Order, along with the transcript pages of the deposition testimony dealing with such Protected Material. In such cases the court reporter shall be informed of this Protective Order and shall be required to operate in a manner consistent with this Protective Order. In the event the deposition is

videotaped, the original and all copies of the videotape shall be marked by the video technician to indicate that the contents of the videotape are subject to this Protective Order, substantially along the lines of "This videotape contains confidential testimony used in this case and is not to be viewed or the contents thereof to be displayed or revealed except pursuant to the terms of the operative Protective Order in this matter or pursuant to written stipulation of the parties." Counsel for any Producing Party shall have the right to exclude from oral depositions any person who is not authorized by this Protective Order to receive or access Protected Material based on the designation of such Protected Material. This right of exclusion does not include the deponent, deponent's counsel, the reporter or videographer (if any). Such right of exclusion shall be applicable only during periods of examination or testimony regarding such Protected Material.

9. DISCOVERY MATERIAL DESIGNATED AS CONFIDENTIAL

(a) A Producing Party may designate Discovery Material as "CONFIDENTIAL" if it contains or reflects confidential, proprietary, and/or commercially sensitive information.

(b) Unless otherwise ordered by the Court, Discovery Material designated as "CONFIDENTIAL" may be disclosed only to the following:

(i) The Receiving Party's Outside Counsel, such counsel's immediate paralegals and staff, and any copying or clerical litigation support services working at the direction of such counsel, paralegals, and staff;

(ii) Not more than two (2) in-house counsel and/or officers employed by the Receiving Party (or a commonly-controlled or parent company), as well as their immediate paralegals and staff to whom disclosure is reasonably necessary for purposes of its litigation provided that each such person has agreed to be bound by the provisions of the

Protective Order by signing a copy of Exhibit A, except that Defendants' representatives under this paragraph shall not have access to any Co-Defendants' CONFIDENTIAL information.

(iii) Any outside expert or consultant retained by the Receiving Party to assist in this action, provided that disclosure is only to the extent necessary to perform such work; and provided that: (a) such expert or consultant has agreed to be bound by the provisions of the Protective Order by signing a copy of Exhibit A; (b) such expert or consultant is not a current officer, director, or employee of a Party or of a competitor of a Party, nor anticipated at the time of retention to become an officer, director or employee of a Party or of a competitor of a Party; (c) such expert or consultant is not involved in competitive decision-making, on behalf of a Party or a competitor of a Party; (d) such expert or consultant accesses the materials in the United States only, and does not transport them to or access them from any foreign jurisdiction (subject to Paragraph 7(a)); and (e) no unresolved objections to such disclosure exist after proper notice has been given to all Parties as set forth in Paragraph 14 below. Without the express prior written consent of the Defendant that produced the Protected Material, no expert or consultant retained by a Defendant in these matters shall have access to "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" Discovery Material produced by another Defendant in these matters;

(iv) Court reporters, stenographers and videographers retained to record testimony taken in this action;

(v) The Court, jury, and court personnel;

(vi) Graphics, translation, design, and/or non-technical trial or jury consulting personnel (not including mock jurors), having first agreed to be bound by the provisions of the Protective Order by signing a copy of Exhibit A;

(vii) Mock jurors who have signed an undertaking or agreement agreeing not to publicly disclose Protected Material and to keep any information concerning Protected Material confidential;

(viii) 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 Protective Order; and

(ix) Any other person with the prior written consent of the Producing Party.

10. DISCOVERY MATERIAL DESIGNATED AS "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY"

(a) A Producing Party may designate Discovery Material as "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" if it contains information that is commercially confidential and/or sensitive in nature and the Producing Party reasonably believes that the disclosure of such Discovery Material is likely to cause economic harm or significant competitive disadvantage to the Producing Party. Documents marked "OUTSIDE ATTORNEYS' EYES ONLY," "OUTSIDE COUNSEL EYES ONLY," "OUTSIDE COUNSEL ONLY," "HIGHLY CONFIDENTIAL," or similar shall be treated as if designated HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY.

(b) Unless otherwise ordered by the Court or agreed in writing by the Producing Party, Discovery Material designated as "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" may be disclosed only to the persons or entities listed in Paragraphs 9(b)(i), (iii)-(viii) subject to any terms set forth or incorporated therein, and not any person or entity listed in Paragraph 9(b)(ii).

(c) Notwithstanding any contrary provisions herein, to the extent they are produced, any licenses and settlement agreements concerning one or more patents asserted against (and/or in the same patent family as any patent asserted against) one or more of the Defendants in the above-captioned cases designated as "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" may also be disclosed to two (2) in-house counsel listed in Paragraph 9(b)(ii) subject to any terms set forth or incorporated therein. Access to HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY license and settlement agreements shall not by itself invoke the bar set forth in Paragraph 6.

11. DISCOVERY MATERIAL DESIGNATED AS "HIGHLY CONFIDENTIAL – SOURCE CODE"

(a) A Producing Party may designate Source Code as "HIGHLY CONFIDENTIAL – SOURCE CODE" if it comprises confidential, proprietary, and/or trade secret Source Code. To the extent portions of HIGHLY CONFIDENTIAL – SOURCE CODE are quoted in a document or deposition transcript, those pages containing quoted HIGHLY CONFIDENTIAL – SOURCE CODE will be separately bound, and stamped and treated as HIGHLY CONFIDENTIAL – SOURCE CODE. All copies of any portion of the HIGHLY CONFIDENTIAL – SOURCE CODE shall be returned to the Producing Party if they are no longer in use. Copies of HIGHLY CONFIDENTIAL – 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.

(b) Nothing in this Order shall be construed as a representation or admission that Source Code is discoverable or not discoverable in this action, or to obligate any Party to produce any Source Code.

(c) Unless otherwise ordered by the Court or agreed in writing by the Producing Party, Discovery Material designated as HIGHLY CONFIDENTIAL – SOURCE CODE shall be subject to the provisions set forth in Paragraph 12 below, and may be disclosed, subject to Paragraph 12 below, solely to the persons or entities listed in Paragraphs 9(b)(i), 9(b)(iii) (no more than four (4) total experts or consultants, per above-referenced case, that have been disclosed pursuant to Paragraph 14), and 9(iv)-(viii), subject to any terms set forth or incorporated therein, and not any person or entity listed in Paragraph 9(b)(ii). In no case shall any information designated as HIGHLY CONFIDENTIAL – SOURCE CODE by a Defendant be provided to any other Defendant or other Defendant's counsel by any Party or counsel absent explicit, written agreement from the Party designating the information.

(d) Any expert or consultant retained on behalf of Plaintiff who is to be given access to a Defendant's HIGHLY CONFIDENTIAL – SOURCE CODE (whether in electronic form or otherwise) must agree in writing not to perform software development work directly or indirectly intended for commercial purposes relating to technology enabling the distribution of data, media, or other content over existing in-home coaxial TV cabling, for a period of one year after the issuance of a final, non-appealable decision resolving all issues in the case. This shall not preclude such experts or consultants from consulting in future litigation, so long as such consulting does not involve software development work directly or indirectly intended for commercial purposes relating to any of the foregoing functionality covered by the HIGHLY CONFIDENTIAL – SOURCE CODE Protected Material reviewed by such expert or consultant. Plaintiff may approach the Court to seek amendment of the restrictions set forth in this subparagraph, in the event that Plaintiff is unable to retain an expert because of the restrictions.

(e) Access to and review of the Source Code shall be strictly for the purpose of investigating the claims and defenses at issue in the above-captioned case. No person shall review or analyze any Source Code for purposes unrelated to this case, nor may any person use any knowledge gained as a result of reviewing Source Code in this case in any other pending or future dispute, proceeding, or litigation

12. DISCLOSURE AND REVIEW OF SOURCE CODE

(a) Source Code, to the extent any Producing Party agrees to provide any such information, shall ONLY be made available for inspection, not produced except as provided for below. For clarity, only Source Code designated HIGHLY CONFIDENTIAL – SOURCE CODE is subject to the printing and page limit restrictions provided for below. Any Source Code that is to be provided by Plaintiff shall be made available for inspection in electronic format at the Chicago office of its outside counsel, McAndrews, Held & Malloy LTD, or any other location mutually agreed by the Parties. Any Source Code that is to be provided by Comcast will be made available for inspection at the Philadelphia office of its outside counsel, Duane Morris LLP, or any other location mutually agreed by the Parties. Any Source Code that is to be provided by Cox shall be made available for inspection in electronic format at the Atlanta office of its outside counsel, Duane Morris LLP, or any other location mutually agreed by the Parties. Any Source Code that is to be provided by DISH shall be made available for inspection in electronic format at the Washington, D.C. office of its outside counsel, Cooley LLP, or any other location mutually agreed by the Parties. Any Source Code that is to be provided by DIRECTV shall be made available for inspection in electronic format at the San Francisco office of its outside counsel, Orrick, Herrington & Sutcliffe LLP, or any other location mutually agreed by the Parties. Any Source Code that is to be provided by TWC shall be made available for inspection in electronic format at the Atlanta office of its outside counsel, Duane

Morris LLP, or any other location mutually agreed by the Parties. Any Source Code that is to be provided by Verizon shall be made available for inspection in electronic format at the Atlanta office of its outside counsel, Duane Morris LLP, or any other location mutually agreed by the Parties. Source Code will be made available for inspection upon request until the close of discovery in the case to which it pertains, between the hours of 9 a.m. and 6 p.m. on business days (*i.e.*, weekdays that are not Federal holidays), although the Parties will be reasonable in accommodating reasonable requests to conduct inspections at other times.

(b) Prior to the first inspection of any requested Source Code, the Receiving Party shall provide fourteen (14) days notice of the Source Code that it wishes to inspect. The Receiving Party shall provide seven (7) days notice prior to any additional inspections.

(c) Source Code shall be produced for inspection and review subject to the following provisions, unless otherwise agreed by the Producing Party:

(i) All Source Code shall be made available by the Producing Party to the Receiving Party's outside counsel and/or experts in a secure room on a secured, password-protected computer (the "Source Code Computer") without Internet access or network access to other computers and on which all access ports have been disabled, as necessary and appropriate to prevent and protect against any unauthorized copying, transmission, removal or other transfer of any Source Code outside or away from the computer on which the Source Code is provided for inspection (the "Source Code Computer" in the "Source Code Review Room"). The Producing Party shall install mutually agreed upon software tools that are sufficient for viewing and searching the code produced, on the platform produced. At a minimum, these software tools 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 Hash value of a file. The Receiving Party may request in advance that additional, commercially-available, freeware or shareware software tools be installed on the Source Code Computer, which shall be installed by the Producing Party, provided, however, that (a) the Receiving Party possesses an appropriate license for such software tools; (b) the Producing Party approves such software tools; and (c) such software tools are reasonably necessary for the Receiving Party to perform its review of the Source Code consistent with all of the protections herein. By way of example, upon request and assuming the Receiving Party possesses appropriate licenses, the Producing party shall install Notepad++, Eclipse, DOxygen, GREP or similar tools. The Receiving Party's outside counsel and/or experts shall not use compilers or interpreters in connection with a Producing Party's Source Code, and further shall not attempt to compile or execute Source Code on the Source Code Computer. To the extent any tools are to be installed on the Source Code Computer that contain compiler or interpreter functionality, such functionality may be disabled and shall not be permitted to be used by the Receiving Party in connection with the Producing Party's Source Code. For clarity, any simulator functionality in any installed tools shall not be disabled. The Receiving Party must provide the Producing Party with the CD or DVD containing such licensed software tool(s) at least ten (10) days in advance of the date upon which the Receiving Party wishes to have the additional software tools available for use on the Source Code Computer.

(ii) The Producing Party shall not install any keystroke or other monitoring software on the Source Code Computer. The Producing Party shall provide a manifest of the contents of the Source Code Computer. This manifest, which will be supplied in both printed and electronic form, will list the name, location, and MD5 Hash value of every

source and executable file loaded onto the Source Code Computer for inspection, and shall be treated as HIGHLY CONFIDENTIAL – SOURCE CODE.

(iii) No recordable media or recordable devices, including without limitation sound recorders, computers, laptops, PDAs, smartphones, cellular telephones, peripheral equipment, cameras, CDs, DVDs, or drives of any kind, shall be permitted into the Source Code Review Room. All persons entering the Source Code Review Room must agree to submit to reasonable security measures to insure they are not carrying any prohibited items before they will be given access to the room.

(iv) The Receiving Party's outside counsel and/or experts shall be entitled to take notes relating to the Source Code but may not copy any portion of the Source Code into the notes and may not take such notes electronically on the Source Code Computer itself or any other computer or electronic device. Any notes relating to Source Code will be treated as "HIGHLY CONFIDENTIAL – SOURCE CODE."

(v) The Producing Party may only visually monitor the activities of the Receiving Party's representatives during any Source Code review to ensure that no unauthorized electronic records of the Source Code and no information concerning the Source Code are being created or transmitted in any way, but Producing Party may not monitor keystroke entries, the computer screen of the Source Code Computer, or any conversation between or among the Receiving Parties outside counsel and/or experts.

(vi) The Receiving Party may not remove from the room in which the Source Code is inspected any copies of all or any portion of the Source Code. Other than notes as set forth in Paragraph 12(c)(iv), no other written or electronic record of the Source Code is permitted.

(vii) All persons who will review a Producing Party's Source Code on behalf of a Receiving Party, including members of a Receiving Party's outside law firm, shall be identified in writing to the Producing Party at least four (4) days in advance of the first time that such person reviews such Source Code. Such identification shall be in addition to any other disclosure required under this Order. All persons viewing Source Code shall sign on each day they view Source Code a log that will include 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 upon one (1) day's advance notice to the Receiving Party.

(viii) Unless otherwise agreed in advance by the Parties in writing, following each day on which inspection is done under this Order, the Receiving Party's outside counsel and/or experts shall remove all notes, documents, and all other materials from the Source Code Review Room. The Producing Party shall not be responsible for any items left in the room following each inspection session, and the Receiving Party shall have no expectation of confidentiality for any items left in the room following each inspection session without a prior agreement to that effect. Proper identification of all authorized persons shall be provided prior to any access to the secure room or the computer containing Source Code. Proper identification requires showing, a photo identification card issued 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 secure room or the Source Code Computer may be denied, at the discretion of the Producing Party, to any individual who fails to provide proper identification.

(ix) The parties shall work in good faith to agree on a procedure by which the Receiving Party will be given copies of Source Code identified during the course of

inspection by Receiving Party for production. No person shall copy, e-mail, transmit, upload, download, print, photograph or otherwise duplicate any portion of the designated Source Code, except as the Receiving Party may request a reasonable number of pages of Source Code to be printed on watermarked or colored Bates numbered paper, which shall be provided by the Producing Party. The Receiving Party may not request paper copies for the purposes of reviewing the Source Code other than electronically as set forth in Paragraph 12(a) in the first instance. Counsel for the Producing Party will keep the originals of printed Source Code, and one copy shall be made for Outside Counsel for the Receiving Party promptly following the end of the inspection. If such Source Code qualifies as HIGHLY CONFIDENTIAL – SOURCE CODE, it may be produced on watermarked or colored paper bearing Bates Numbers and the "HIGHLY CONFIDENTIAL – SOURCE CODE" designation. This copy shall be produced to counsel for the Receiving Party within two (2) business days after receipt of a request. Source Code requested by a Receiving Party shall be limited to a reasonable number of total and consecutive pages. Absent a showing of good cause, a Receiving Party may request up to 300 total pages of Source Code designated HIGHLY CONFIDENTIAL-SOURCE CODE from a Producing Party (each defendant group shall be treated as a single Producing Party for purposes of this provision) but no continuous block of more than forty (40) pages of Source Code designated HIGHLY CONFIDENTIAL – SOURCE CODE. A Receiving Party may request up to 30 total additional pages per accused product to the extent that there are differences in the source code relevant to the asserted claims. The parties shall work in good faith to attempt to resolve any disputes concerning the sufficiency of these page limitations after the Receiving Party has inspected the Source Code. Nothing in this provision precludes a Receiving Party from approaching the Court to modify the source code page limits set forth herein.

(x) Other than as provided above, the Receiving Party will not copy, remove, or otherwise transfer or transmit (including by e-mail) any Source Code from the Source Code Computer including, without limitation, copying, removing, or transferring the Source Code onto any recordable media or recordable device. The Receiving Party will not transmit any Source Code in any way from the Producing Party's facilities or the offices of its outside counsel of record.

(xi) To the extent that a Receiving Party receives copies of Source Code by order of the Court or other procedures agreed upon pursuant to Paragraph 12(c)(ix), the Receiving Party's outside counsel of record may make no more than three (3) additional paper copies of any portions of the Source Code received, not including copies attached to court filings or used at depositions, such copies to be reproduced on the same type of paper and with the same Bates number (appended by "-1", "-2" or "-3" to indicate the copy number) and confidentiality designations as in the originals.

(xii) The Receiving Party's outside counsel of record and any person receiving a copy of any Source Code shall maintain and store any paper copies of the Source Code at their offices in a manner that prevents duplication of or unauthorized access to the Source Code, including, without limitation, storing the Source Code in a locked room or cabinet at all times when it is not in use. The Receiving Party shall maintain a log of all copies of the Source Code. The log shall include the names of reviewers and/or recipients of paper copies (excluding Outside Counsel) and locations where the paper copies are stored. Upon five (5) day's advance notice to the Receiving Party by the Producing Party, the Receiving Party shall provide a copy of this log to the Producing Party. A Receiving Party can make such a request for the log once every three months.

(xiii) To the extent that a Receiving Party receives copies of Source Code pursuant to Paragraph 12(c)(ix), for depositions, the Receiving Party shall, at least two (2) full business days before the date of the deposition, notify the Producing Party by Bates number about the specific portions of HIGHLY CONFIDENTIAL – SOURCE CODE it wishes to use at the deposition, and the Producing Party shall bring printed copies of those portions to the deposition for use by the Receiving Party. Alternatively, the Receiving Party may bring up to 250 pages total of printed copies of those portions of HIGHLY CONFIDENTIAL – SOURCE CODE to the deposition without identifying to the Producing Party the specific portions of Source Code it wishes to use 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. All paper copies of Source Code brought to the deposition by the Producing Party shall remain with the Producing Party's outside counsel for secure destruction in a timely manner following the deposition.

(xiv) Except as provided in this sub-paragraph, absent express written permission from the Producing Party, the Receiving Party may not create electronic images, or any other images, or make electronic copies, of the Source Code from any paper copy of Source Code for use in any manner (including by way of example only, the Receiving Party may not scan the Source Code to a PDF or photograph the code). Images or copies of Source Code shall not be included in correspondence between the Parties (references to production numbers shall be used instead), and shall be omitted from pleadings and other papers filed with Court without prior permission for filing such Source Code under seal by either the Producing Party or the Court, which permission the Receiving Party shall seek at least five business days prior to the

filing of such Source Code, with the Receiving Party responding no more than three business days thereafter. For clarity and the avoidance of doubt, to the extent that a Receiving Party believes that it is necessary to file under seal certain excerpts of HIGHLY CONFIDENTIAL – SOURCE CODE, the Receiving Party may request permission from the Producing Party to file such excerpts under seal. To the extent that the Parties are unable to resolve any such dispute, the Receiving Party may seek relief from the Court regarding such use of HIGHLY CONFIDENTIAL – SOURCE CODE. If a Producing Party refuses to permit a Receiving Party from filing Source Code in pleadings or other papers filed with the Court, the Receiving Party may file any such pleading or other paper and indicate that the Source Code is not attached but such Source Code is considered to be in evidence for the purpose of such pleading or other paper. If any such source code is ultimately filed pursuant to agreement or Court order, it shall be filed under seal. If a Producing Party agrees to produce an electronic copy of all or any portion of its Source Code or provide written permission to the Receiving Party that an electronic or any other copy needs to be made for a Court filing, access to the Receiving Party's submission, communication, and/or disclosure of electronic files or other materials containing any portion of Source Code (paper or electronic) shall at all times be limited solely to individuals who are expressly authorized to view such Source Code under the provisions of this Order. In such a circumstance, the Parties shall meet and confer as to how to make such a filing while protecting the confidentiality of the Source Code and such Source Code will not be filed absent agreement from the Producing Party that the confidentiality protections will be adequate. Where the Producing Party has provided the express written permission required under this provision for a Receiving Party to create electronic copies of Source Code, the Receiving Party shall maintain a log of all such electronic copies of any portion of Source Code in its possession

or in the possession of its retained consultants, including the names of the reviewers and/or recipients of any such electronic copies, and the locations and manner in which the electronic copies are stored. Additionally, any such electronic copies must be labeled "HIGHLY CONFIDENTIAL – SOURCE CODE" as provided for in this Order.

(xv) Any paper copies designated "HIGHLY CONFIDENTIAL – SOURCE CODE" or notes, analyses or descriptions of such paper copies of Source Code shall be stored or viewed only at (i) the offices of outside counsel for the Receiving Party; (ii) the offices of outside experts or consultants who have been approved 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. Any such paper copies or notes, analyses or descriptions of such paper copies of Source Code shall not be transported via mail service or any equivalent service and shall be maintained at all times in a secure location under the direct control of counsel responsible for maintaining the security and confidentiality of the designated materials and in a manner that prevents duplication of or unauthorized access to the Source Code, including, without limitation, storing the Source Code in a locked room or cabinet at all times, when it is not in use.

13. NO PRECLUSION

Nothing in this Protective Order precludes a Requesting Party from requesting for production from a Producing Party without any restriction, Source Code that is not confidential, proprietary, and/or trade secret (including Source Code that Defendant is obligated to freely disclose to the public upon request and without restriction on distribution or use of such code).

14. NOTICE OF DISCLOSURE

(a) Prior to disclosing any Protected Material to any person described in Paragraphs 9(b)(iii) or 11(c) (referenced below as "Person"), the Party seeking to disclose such information shall provide the Producing Party with written notice that includes:

(i) the name of the Person;

(ii) an up-to-date curriculum vitae of the Person;

(iii) the present employer and title of the Person;

(iv) an identification of all of the Person's past and current employment and consulting relationships, including direct relationships and relationships through entities owned or controlled by the Person, relating to the design, development, operation, or patenting of technology enabling the distribution of content over existing in-home coaxial TV cabling or other electronic media distribution functionality covered by the accused products in the above-captioned actions, or relating to the acquisition of intellectual property assets relating to the foregoing;

(v) an identification of all pending patent applications on which the Person is named as an inventor, in which the Person has any ownership interest, or as to which the Person has had or anticipates in the future any involvement in advising on, consulting on, preparing, prosecuting, drafting, editing, amending, or otherwise affecting the scope of the claims; and

(vi) a list of the cases in which the Person has testified at deposition or trial within the last five (5) years.

Further, the Party seeking to disclose Protected Material shall provide such other information regarding the Person's professional activities reasonably requested by the Producing

Party for it to evaluate whether good cause exists to object to the disclosure of Protected Material to the outside expert or consultant.

(b) Within seven (7) business days of receipt of the disclosure of the Person, the Producing Party or Parties may object in writing to the Person for good cause. In the absence of an objection at the end of the seven (7) business day period, the Person shall be deemed approved under this Protective Order. There shall be no disclosure of Protected Material to the Person prior to expiration of this seven (7) business day period. If the Producing Party objects to disclosure to the Person within such seven (7) business day period, the Parties shall meet and confer via telephone or in person within five (5) business days following the objection and attempt in good faith to resolve the dispute on an informal basis. If the dispute is not resolved, the Party objecting to the disclosure will have seven (7) days from the date of the meet and confer to seek relief from the Court. If relief is not sought from the Court within that time, the objection shall be deemed withdrawn. If relief is sought, designated materials shall not be disclosed to the Person in question until the Court resolves the objection.

(c) For purposes of this section, "good cause" shall include an objectively reasonable concern that the Person will, advertently or inadvertently, use or disclose Discovery Materials in a way or ways that are inconsistent with the provisions contained in this Order.

(d) Prior to receiving any Protected Material under this Order, the Person must execute a copy of the "Agreement to Be Bound by Protective Order" (Exhibit A hereto) and serve it on all Parties.

15. CHALLENGING DESIGNATIONS OF PROTECTED MATERIAL

(a) A Party shall not be obligated to challenge the propriety of any designation of Discovery Material under this Order at the time the designation is made, and a failure to do so shall not preclude a subsequent challenge thereto.

(b) Any challenge to a designation of Discovery Material under this Order shall be written, shall be served on outside counsel for the Producing Party, shall particularly identify the documents or information that the Receiving Party contends should be differently designated, and shall state the grounds for the objection. Thereafter, further protection of such material shall be resolved in accordance with the following procedures:

(i) The objecting Party shall have the burden of conferring either in person, in writing, or by telephone with the Producing Party claiming protection (as well as any other interested party) in a good faith effort to resolve the dispute. The Producing Party shall have the burden of justifying the disputed designation;

(ii) Failing agreement, the Receiving Party may bring a motion to the Court for a ruling that the Discovery Material in question is not entitled to the status and protection of the Producing Party's designation. The Parties' entry into this Order shall not preclude or prejudice either Party from arguing for or against any designation, establish any presumption that a particular designation is valid, or alter the burden of proof that would otherwise apply in a dispute over discovery or disclosure of information;

(iii) Notwithstanding any challenge to a designation, the Discovery Material in question shall continue to be treated as designated under this Order until one of the following occurs: (a) the Party who designated the Discovery Material in question withdraws such designation in writing; or (b) the Court rules that the Discovery Material in question is not entitled to the designation.

16. SUBPOENAS OR COURT ORDERS

(a) If at any time Protected Material is subpoenaed by any court, arbitral, administrative, or legislative body, the Party to whom the subpoena or other request is directed shall immediately give prompt written notice thereof to every Party who has produced such

Discovery Material and to its counsel and shall provide each such Party with an opportunity to move for a protective order regarding the production of Protected Materials implicated by the subpoena.

17. FILING PROTECTED MATERIAL

(a) Absent written permission from the Producing Party or a court Order secured after appropriate notice to all interested persons, a Receiving Party may not file or disclose in the public record any Protected Material.

(b) Any Party is authorized under D. Del. LR 5.1.3 to file under seal with the Court any brief, document or materials that are designated as Protected Material under this Order. However, nothing in this section shall in any way limit or detract from this Order's requirements as to Source Code.

18. INADVERTENT DISCLOSURE OF PRIVILEGED MATERIAL

(a) The inadvertent production by a Party of Discovery Material subject to the attorney-client privilege, work-product protection, or any other applicable privilege or protection, despite the Producing Party's reasonable efforts to prescreen such Discovery Material prior to production, will not waive the applicable privilege and/or protection if a request for return of such inadvertently produced Discovery Material is made promptly after the Producing Party learns of its inadvertent production.

(b) Upon a request from any Producing Party who has inadvertently produced Discovery Material that it believes is privileged and/or protected, each Receiving Party shall immediately return or certify the destruction of such Protected Material or Discovery Material and all copies to the Producing Party, except for any pages containing privileged markings by the Receiving Party which shall instead be destroyed and certified as such by the Receiving Party to the Producing Party.

(c) In the event a Producing Party recalls privileged information under this Paragraph 17, the Producing Party shall, within seven days, provide the Receiving Party with a description of the recalled privileged information in a manner consistent with the requirements of Rule 26(b)(5)(B).

19. INADVERTENT FAILURE TO DESIGNATE PROPERLY

(a) The inadvertent failure by a Producing Party to designate Discovery Material as Protected Material with one of the designations provided for under this Order shall not waive any such designation provided that the Producing Party notifies all Receiving Parties that such Discovery Material is protected under one of the categories of this Order within fourteen (14) days of the Producing Party learning of the inadvertent failure to designate. The Producing Party shall reproduce the Protected Material with the correct confidentiality designation within seven (7) days upon its notification to the Receiving Parties. Upon receiving the Protected Material with the correct confidentiality designation, the Receiving Parties shall return or securely destroy, at the Producing Party's option, all Discovery Material that was not designated properly.

(b) A Receiving Party shall not be in breach of this Order for any use of such Discovery Material before the Receiving Party receives such notice that such Discovery Material is protected under one of the categories of this Order, unless an objectively reasonable person would have realized that the Discovery Material should have been appropriately designated with a confidentiality designation under this Order. Once a Receiving Party has received notification of the correct confidentiality designation for the Protected Material with the correct confidentiality designation, the Receiving Party shall treat such Discovery Material (subject to the exception in Paragraph 18(c) below) at the appropriately designated level pursuant to the terms of this Order.

(c) Notwithstanding the above, a subsequent designation of "CONFIDENTIAL," "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" or "HIGHLY CONFIDENTIAL – SOURCE CODE" shall apply on a going forward basis and shall not disqualify anyone who reviewed "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" or "HIGHLY CONFIDENTIAL – SOURCE CODE" materials while the materials were not marked "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" or "HIGHLY CONFIDENTIAL – SOURCE CODE" from engaging in the activities set forth in Paragraph 6.

20. INADVERTENT DISCLOSURE NOT AUTHORIZED BY ORDER

(a) In the event of a disclosure of any Discovery Material pursuant to this Order to any person or persons not authorized to receive such disclosure under this Protective Order, the Party responsible for having made such disclosure, and each Party with knowledge thereof, shall immediately notify counsel for the Producing Party whose Discovery Material has been disclosed and provide to such counsel all known relevant information concerning the nature and circumstances of the disclosure. The responsible disclosing Party shall also promptly take all reasonable measures to retrieve the improperly disclosed Discovery Material and to ensure that no further or greater unauthorized disclosure and/or use thereof is made.

(b) Unauthorized or inadvertent disclosure does not change the status of Discovery Material or waive the right to hold the disclosed document or information as Protected.

21. FINAL DISPOSITION

(a) Not later than ninety (90) days after the Final Disposition of this case, each Party shall return all Discovery Material of a Producing Party to the respective outside counsel of the Producing Party or destroy such Material, at the option of the Producing Party.

For purposes of this Order, "Final Disposition" occurs after an order, mandate, or dismissal finally terminating the above-captioned action with prejudice, including all appeals.

(b) All Parties that have received any such Discovery Material shall certify in writing that all such materials have been returned to the respective outside counsel of the Producing Party or destroyed. Notwithstanding the provisions for return of Discovery Material, outside counsel may retain one set of pleadings, court filings, written discovery responses, correspondence and attorney and consultant work product (but not document productions) for archival purposes, but must return or destroy any pleadings, court filings, written discovery responses, correspondence, and consultant work product that contain Source Code.

22. DISCOVERY FROM EXPERTS OR CONSULTANTS

(a) Testifying experts shall not be subject to discovery with respect to any draft of his or her report(s) in this case. Draft reports, notes, or outlines for draft reports developed and drafted by the testifying expert and/or his or her staff are also exempt from discovery.

(b) Discovery of materials provided to testifying experts shall be limited to those materials, facts, consulting expert opinions, and other matters actually relied upon by the testifying expert in forming opinions appearing in his or her final report, trial, or deposition testimony or any opinion in this case. No discovery can be taken from any non-testifying expert except to the extent that such non-testifying expert has provided information, opinions, or other materials to a testifying expert relied upon by that testifying expert in forming his or her final report(s), trial, and/or deposition testimony or any opinion in this case.

(c) No conversations or communications between counsel and any testifying or consulting expert will be subject to discovery unless the conversations or communications are

relied upon by such experts in formulating opinions that are presented in reports or trial or deposition testimony in this case.

(d) Materials, communications, and other information exempt from discovery under the foregoing Paragraphs 22(a)-(c) shall be treated as attorney-work product for the purposes of these litigations and Order.

(e) Nothing in Protective Order, include Paragraphs 22(a)-(c), shall alter or change in any way the requirements in Paragraph 12 regarding Source Code, and Paragraph 12 shall control in the event of any conflict.

23. MISCELLANEOUS

(a) **Notices.** All notices required by this Protective Order are to be served on the attorney(s) for each of the Defendants and Plaintiff listed in the signature block below for each Party.

(b) **Agreement to be Bound.** Each of the Parties agrees to be bound by the terms of this Protective Order as of the date counsel for such Party executes this Protective Order, at which time the provisions of this Order shall retroactively apply to any Protected Material obtained by that Party or its counsel prior to execution, even if prior to entry of this order by the Court.

(c) **Right to Further Relief.** Nothing in this Order abridges the right of any person to seek its modification by the Court in the future. By stipulating to this Order, the Parties do not waive the right to argue that certain material may require additional or different confidentiality protections than those set forth herein.

(d) **Termination of Matter and Retention of Jurisdiction.** The Parties agree that the terms of this Protective Order shall survive and remain in effect after the Final

Determination of the above-captioned matter. The Court shall retain jurisdiction after Final Determination of this matter to hear and resolve any disputes arising out of this Protective Order.

(e) **Successors.** This Order shall be binding upon the Parties hereto, their attorneys, and their successors, executors, personal representatives, administrators, heirs, legal representatives, assigns, subsidiaries, divisions, employees, agents, retained consultants and experts, and any persons or organizations over which they have direct control.

(f) **Right to Assert Other Objections.** By stipulating to the entry of this Protective Order, no Party waives any right it otherwise would have to object to disclosing or producing any information or item. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order. This Order shall not constitute a waiver of the right of any Party to claim in this action or otherwise that any Discovery Material, or any portion thereof, is privileged or otherwise non-discoverable, or is not admissible in evidence in this action or any other proceeding.

(g) **Burdens of Proof.** Notwithstanding anything to the contrary above, nothing in this Protective Order shall be construed to change the burdens of proof or legal standards applicable in disputes regarding whether particular Discovery Material is confidential, which level of confidentiality is appropriate, whether disclosure should be restricted, and if so, what restrictions should apply.

(h) **Modification by Court.** This Order is subject to further court order based upon public policy or other considerations, and the Court may modify this Order *sua sponte* in the interests of justice. The United States District Court for the District of Delaware is responsible for the interpretation and enforcement of this Order. All disputes concerning Protected Material, however designated, produced under the protection of this Order shall be

resolved by the United States District Court for the District of Delaware. In the event anyone shall violate or threaten to violate the terms of this Protective Order, the aggrieved Party may immediately apply to obtain injunctive relief against any such person violating or threatening to violate any of the terms of this Protective Order.

(i) **Discovery Rules Remain Unchanged.** Nothing herein shall alter or change in any way the discovery provisions of the Federal Rules of Civil Procedure, the Local Rules for the United States District Court for the District of Delaware, or the Court's own orders. Identification of any individual pursuant to this Protective Order does not make that individual available for deposition or any other form of discovery outside of the restrictions and procedures of the Federal Rules of Civil Procedure, the Local Rules for the United States District Court for the District of Delaware, or the Court's own orders.

24. OTHER PROCEEDINGS

By entering this order and limiting the disclosure of information in this case, the Court does not intend to preclude another court from finding that this information may be relevant and subject to disclosure in another case. Any person or party subject to this order who becomes subject to a motion to disclose another party's information designated as confidential pursuant to this order shall promptly notify that party of the motion so that the party may have an opportunity to appear and be heard on whether that information should be disclosed.

Dated: May 3, 2016

FARNAN LLP

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The Honorable Richard G. Andrews ~~District Judge~~ Mary Pat Thynge
United States ~~District Judge~~ Magistrate

EXHIBIT A

I, _____, acknowledge and declare that I have received a copy of the Protective Order ("Order") in TQ Delta, LLC v. _____, United States District Court, District of the District of Delaware, Civil Action No. _____. Having read and understood the terms of the Order, I agree to be bound by the terms of the Order and consent to the jurisdiction of said Court for the purpose of any proceeding to enforce the terms of the Order.

Name of individual: _____

Present occupation/job description: _____

_____

_____

Name of Company or Firm: _____

Address: _____

Dated: _____

_____
[Signature]