

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

CLEARDOC, INC. D/B/A OPENREEL,

Plaintiff,

v.

RIVERSIDEFM, INC.,

Defendant.

C.A. No. 21-1422-RGA

**STIPULATED [PROPOSED] PROTECTIVE ORDER
REGARDING THE PRODUCTION OF SOURCE CODE IN CONNECTION
WITH OPENREEL'S MOTION FOR A PRELIMINARY INJUNCTION**

WHEREAS, Plaintiff ClearDoc, Inc. d/b/a OpenReel ("**OpenReel**") and Defendant RiversideFM, Inc. ("**Riverside**") have discussed the production of source code in connection with OpenReel's motion for a preliminary injunction (D.I. 4) in the above-captioned action including any appeals therefrom (this "**Litigation**");

WHEREAS, OpenReel proposed that the parties enter into a limited protective order solely for the purpose of protecting source code produced in connection with the preliminary injunction proceeding and defer their agreement to a broader protective order to govern the exchange of all confidential information and material in the Litigation; and

WHEREAS, Riverside is agreeable to entering into a protective order solely for the purpose of protecting source code produced in connection with the preliminary injunction proceeding on the condition that the parties shall enter into a broader protective order before the exchange of additional confidential information and material and without in any way waiving or limiting its right to propose all appropriate protections for source code and other confidential information and material at that time.

The Parties, by and between their representative counsel, have stipulated and agreed, pursuant to Rule 26(c) of the Federal Rules of Civil Procedure and subject to the approval of the Court, that the following Stipulated Protective Order (the “**Protective Order**”) shall govern the handling of source code produced in connection with the preliminary injunction proceeding.

DEFINITIONS

1. “**Affiliate**” means any Third Party that directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, a Party to this Litigation.

2. “**HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY – SOURCE CODE**” means highly sensitive Source Code, disclosure of which to another Party or Third Party would create a substantial risk of serious competitive harm.

3. “**HIGHLY CONFIDENTIAL – ATTORNEY’S EYES ONLY – SOURCE CODE Discovery Material**” means Discovery Material that a Producing Party designates as “**HIGHLY CONFIDENTIAL – ATTORNEYS EYES ONLY – SOURCE CODE**” pursuant to this Protective Order.

4. “**Designating Party**” means a Party designating Discovery Material as “**HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY – SOURCE CODE.**”

5. “**Discovery Material**” means all documents, testimony, pleadings, exhibits, and all other material or information produced or disclosed in this Litigation, including disclosures, contentions, responses to requests for production of documents and/or things, answers to interrogatories, responses to requests for admissions, documents and things made available for inspection, deposition testimony, expert testimony and reports, and all other disclosures made and discovery taken pursuant to the Federal Rules of Civil Procedure and any order of this Court,

matters in evidence, and any other information hereafter furnished, directly or indirectly, by or on behalf of any Party, or witness in connection with this Litigation. This Protective Order and its protections shall apply to all Discovery Material.

6. **“Expert”** means a person who has been retained by a Party or its Outside Counsel to serve as an expert witness or as a consultant in this Litigation who is not and has not been an officer, director, or employee of a Party or an Affiliate and is not anticipated to become an officer, director, or employee of a Party or an Affiliate. Nothing in this Protective Order purports to alter in any way the requirements for offering testimony under Fed. R. Evid. 703, or to define the term “expert” for purposes other than those addressed in this Protective Order.

7. **“Outside Counsel”** means any attorney from a law firm that has made a formal appearance as counsel of record for a Party in this Litigation and who is not an employee of a Party or an Affiliate.

8. **“Party”** means any party to this Litigation.

9. **“Parties”** means the parties to this Litigation, collectively.

10. **“Producing Party”** means any Party who produces or otherwise discloses, whether through formal or informal means, Discovery Material in this Litigation.

11. **“Remote Review Vendor”** means a person or entity that provides services to facilitate the remote review of source code as agreed in writing by and between the Parties.

12. **“Protected Material”** means any Discovery Material that is designated as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY – SOURCE CODE.”

13. **“Receiving Party”** means any Party that receives Discovery Material produced or otherwise disclosed by any Producing Party.

14. **“Source Code”** means computer code, comments on code and revision histories,

“include” files, make files, link files, and other human-readable files used in the generation, building, or compiling of software or firmware, as well as compiled object code, algorithms, pseudocode, or descriptions of such code, files, algorithms, or pseudocode that are substantially equivalent to the actual code, disclosure of which to another Party or Third Party would create a substantial risk of serious competitive harm.

15. “**Third Party**” means a person or entity that is not a Party.

SCOPE

16. The protections conferred by this Protective Order cover not only Protected Material (as defined above), but also (a) information copied or extracted from Protected Material; (b) all copies, excerpts, summaries, or compilations of Protected Material; and (c) testimony, conversations, or presentations by Parties or their counsel that might reveal Protected Material.

DURATION

17. The protections afforded by this Protective Order shall stay in effect through the later of entry of a general protective order governing the treatment of Source Code or final disposition of this Litigation. If this Protective Order remains in effect as of the final disposition of this Litigation, then the confidentiality obligations imposed herein shall remain in effect until a Designating Party agrees otherwise in writing or a court order otherwise directs. Final disposition shall be deemed to be the later of (a) dismissal of all claims and defenses in this Litigation, with or without prejudice, and (b) final judgment after the completion and exhaustion of all appeals, re-hearings, remands, trials, or reviews of this Litigation, including the time limits for filing any motions or applications for extension of time pursuant to applicable law.

DESIGNATION

18. Any Producing Party may designate Discovery Material as HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY – SOURCE CODE in accordance with this Protective Order if such party in good faith believes that such Discovery Material contains HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY – SOURCE CODE information.

19. For information in documentary form (*e.g.*, paper or electronic documents, but excluding transcripts of depositions or other pretrial or trial proceedings), designation in conformity with this Protective Order requires that the Producing Party affix the legend HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY – SOURCE CODE to each page that contains Protected Material.

20. A Party that makes original documents or materials available for inspection need not designate them for protection until after the inspecting Party has indicated which material it would like copied and produced. Any Source Code made available for inspection shall be deemed HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY – SOURCE CODE during the inspection.

ACCESS TO AND USE OF PROTECTED MATERIAL

21. HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY – SOURCE CODE Discovery Material produced by a Party may be used by the Receiving Party only for purposes of this Litigation; provided, however, nothing in this Protective Order precludes a Producing Party from using or disseminating its own Discovery Material, including its own HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY – SOURCE CODE Discovery Material, for purposes other than this Litigation.

22. Unless otherwise directed by the Court or authorized in writing by the Producing

Party, HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY – SOURCE CODE

Discovery Material may be disclosed by the Receiving Party only to the following persons:

(a) the Receiving Party’s Outside Counsel, as well as employees and support personnel for Outside Counsel, such as law clerks, paralegals, secretaries, and clerical staff, assisting with this Litigation under the supervision of Outside Counsel;

(b) Experts of the Receiving Party to whom disclosure is reasonably necessary for this Litigation, provided that such Expert has signed the Acknowledgement and Declaration to be Bound in the form of Exhibit A and been disclosed and approved pursuant to Paragraph 23 of this Protective Order (and including support personnel employed by and working under the supervision of the Expert who have been informed of this Protective Order and signed an Acknowledgement and Declaration to be Bound in the form of Exhibit A);

(c) the Court and its personnel;

(d) court reporters, stenographers, and videographers retained to record, and interpreters retained to interpret, testimony taken in this action and who have signed an Acknowledgement and Declaration to be Bound in the form of Exhibit A;

(e) during their depositions, the author and intended recipient identified on the document or others to whom the document was disclosed or shared;

(f) during their depositions, witnesses who are current employees of the Producing Party or who have been designated under Federal Rule of Civil Procedure 30(b)(6) to testify on behalf of the Producing Party;

(g) during their depositions, Experts of the Producing Party;

(h) any mediator or settlement officer, and their supporting personnel,

mutually agreed upon by any of the Parties engaged in settlement discussions; and

(i) a Remote Review Vendor agreed to in writing by the parties and who has signed an Acknowledgement and Declaration to be Bound in the form of Exhibit A; and

(j) any other person with the prior written consent of the Producing Party.

23. HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY – SOURCE CODE

Discovery Material may be disclosed to an Expert only once the following has been satisfied:

(a) Outside Counsel for the Receiving Party shall serve a notice on the Producing Party identifying the proposed Expert by name and including (i) a current curriculum vitae disclosing the individual’s employment; and (ii) disclosure of the individual’s consulting relationships for the past five (5) years (provided that where there is a contractual obligation of confidentiality, a statement of the general nature of the client’s business operations including whether they are involved in recording, storing, or remotely controlling the recording of video or audio content may suffice for the initial disclosure), all cases in which the individual has testified in a deposition or a trial in the past five (5) years, and past and present relationships with any of the Parties and Affiliates.

(b) If the Producing Party objects to the proposed disclosure to such individual within five (5) calendar days of disclosure, the Parties shall meet and confer in-person or telephonically in good faith within three (3) days from receipt of the timely written objection to resolve the concerns giving rise to the objection. Any such objection must set forth in detail the grounds on which it is based. If the Parties are unable to reach agreement regarding such disclosure, the objecting Party will have seven (7) calendar days from the date of the first meet and confer to seek relief from the Court,

unless this period is otherwise tolled by agreement of the Parties. If the objecting Party timely seeks relief from the Court, the burden shall be on the objecting Party to demonstrate to the Court why such individual should not be permitted to receive HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY – SOURCE CODE Discovery Material.

(c) HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY – SOURCE CODE Discovery Material shall not be disclosed to the proposed Expert pending the Court’s resolution of the dispute.

(d) Before the proposed Expert reviews any HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY – SOURCE CODE Discovery Material, an executed “Acknowledgement and Declaration to be Bound” in the form attached as Exhibit A shall be provided to the Producing Party.

SOURCE CODE

24. Discovery Material designated as HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY – SOURCE CODE shall, in connection with the preliminary injunction and in light of the current pandemic status, be made available for inspection in person or remotely as provided for below, at the Receiving Party’s option. The remote review of source code is agreed to at this time solely in light of the pandemic and without prejudice to either Party’s ability to request in-person review of HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY – SOURCE CODE should pandemic conditions materially change.

25. In-Person Review. In-person review of Discovery Material designated as HIGHLY CONFIDENTIAL – ATTORNEYS’ EYE ONLY – SOURCE CODE shall be subject to the following protections:

(a) Any Source Code produced in discovery shall be made available for inspection, in its native form and native directory structure on a stand-alone, secured computer (“Source Code Computer”) as organized and kept in the ordinary course of business allowing it to be reasonably reviewed and searched, during normal business hours (9:00 a.m. to 5:00 p.m. local time, Monday-Friday, excluding holidays) or at other mutually agreeable times, at the offices of Outside Counsel for the Producing Party unless otherwise agreed.

(b) The Receiving Party shall identify in writing to the Producing Party any individual who will be conducting the inspection or will be present during the inspection of the Source Code at least 48 hours prior to the first time any such individual is inspecting the Source Code and at least 24 hours prior to any subsequent times.

(c) The Receiving Party shall not copy, remove, or otherwise transfer any portion of the Source Code in any way, including copying by handwriting or onto any recordable media or recordable device. Except as otherwise provided herein, no electronic devices, including cellular phones, PDAs, cameras, and voice recorders, will be permitted in the secure location. The Receiving Party’s Source Code reviewers will be entitled to take notes relating to the Source Code, such as directories/filenames into the notes, but not verbatim copies of the Source Code itself. Such notes will be treated the same as original printouts.

(d) The Source Code Computer shall run a reasonably current version of the Microsoft Windows operating system in a secured, climate-controlled (reasonable temperature and humidity level) room without Internet access or network access to other computers. The Source Code Computer shall have at least one screen with resolution of

no less than 1920 x 1200, a mouse and keyboard. If requested by the Receiving Party, the Producing Party shall load any reasonable software analysis tools provided by the Receiving Party (provided that installation or use of such software does not violate other provisions of this Protective Order), provided that the Receiving Party provide the Producing Party with at least four (4) days' notice prior to the intended use of public software tools, or four (4) days after provision of license(s) to any non-public software to the Producing Party. The Receiving Party and its Experts may need to utilize certain automated forensic tools as part of the Source Code review procedure. Such tools may be used to compare Source Code. The Parties will work together to agree on acceptable forensic tools and procedures. The Receiving Party is responsible for complying with any licensing terms for such software analysis and forensic tools, including paying for any Third-Party costs or fees associated with providing those tools.

(e) The Producing Party may post a representative outside of the source room for security, to ensure that only persons permitted under this Discovery Confidentiality Order enter the secure room, and to ensure that prohibited items are not carried into the review room. The representative shall not otherwise observe the reviewing personnel for purposes of determining the substance of their review.

26. Remote Review. Remote review of Discovery Material designated as HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY – SOURCE CODE shall be subject to the following protections:

(a) The Source Code shall be made available for inspection, in a native Source Code file format allowing it to be reasonably reviewed and searched, during normal business hours or at other mutually agreeable times, for remote review using a

Remote Review Vendor approved in writing by the parties and who has executed and returned an Acknowledgement and Declaration to be Bound in the form of Exhibit A;

(b) The Source Code shall be made available for inspection on a secured virtualized environment or virtual machine (“VM”) that may be accessed using a computer that has been secured with software for accessing the VM. The Receiving Party shall not copy, remove, or otherwise transfer any portion of the Source Code onto any recordable media or recordable device, including screen captures in the virtualized environment. The review will be performed on a secured virtualized environment. The secured computer will include clipboard, screenshot, and screenshare blocking as well as facial recognition to verify the identity of the reviewer. The VM will isolate the Source Code data from the computer accessing the VM and include copy, print, recording, and transmission restrictions. The VM will contain the tools and software specified by the Receiving Party for conducting the Source Code review. The Receiving Party is responsible for complying with any licensing terms for such software analysis and software tools, including paying for any third-party costs or fees associated with providing those tools. Only one person from the Receiving Party can have control of a Review VM instance at a time. The VM environment shall be available only at times permitted by the parties’ agreed-upon vendor. The VM environment shall not have Internet access, except as necessary to operate the secured source code review platform and allow verification of licenses for such software analysis and software tools.

(c) The Remote Review Vendor shall implement automated tools (AI) to ensure that only the authorized user is in front of the review terminal and, to the extent possible, monitor for prohibited devices (*e.g.*, mobile phones). If the Remote Review

Vendor does not have the foregoing automated monitoring tools, then the Parties shall meet and confer regarding monitoring so that an attorney who is Outside Counsel to the Producing Party, or clerk or legal assistant thereof, may visually monitor the physical activities of the Receiving Party's representatives during any remote Source Code review but only to the extent required to ensure that there is no unauthorized recording, copying, or transmission of the Source Code and for no other purpose whatsoever.

(d) The Receiving Party shall bear all vendor and other costs associated with their own use of remote review of Source Code unless otherwise agreed by the Parties.

27. The Receiving Party may request paper copies of portions of Source Code that are reasonably necessary for the preparation of court filings, pleadings, expert reports, or other papers, or for deposition or trial, but shall not request paper copies for the purposes of reviewing the Source Code other than electronically in the first instance. In the event that the Receiving Party believes there is a need to print more than fifteen (15) contiguous pages of a file, the burden shall be on the Receiving Party to demonstrate the need for such a printed copy. The Receiving Party may print out a maximum of one hundred twenty five (125) pages total, but may request to print additional pages (up to another 100 pages per request) upon demonstration of need, which the Producing Party will not unreasonably deny. A "page" for the purposes of this limitation will be defined as an 8.5 x 11" sheet of paper with a font no smaller than Courier 10pt. The Producing Party shall provide all such Source Code in paper form on watermarked paper including bates numbers and the label "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY – SOURCE CODE." The source code printouts shall include a header or footer identifying the directory and file name of the printed source code. The source code printouts shall further include line numbers associated with the printed source code. Counsel for the

Producing Party shall provide three (3) copies of such original printouts to counsel for the Receiving Party within two (2) business days of being notified that such original printouts have been made absent an objection by the Producing Party that the production exceeds the page limits set forth in this Protective Order.

28. The Receiving Party shall maintain a record of any individual who has inspected any portion of the Source Code in electronic or paper form.

29. Outside Counsel for the Receiving Party or the Receiving Party's Expert(s) shall maintain any printed copies of the Source Code in a highly secured, locked area, that is not accessible to any persons who are not entitled to review Source Code under this Protective Order

30. An Expert reviewing the Source Code may make handwritten notes identifying the portions of the Source Code for which the Receiving Party may request paper copies. To the greatest extent practicable, such notes will consist only of references to file names, line numbers, function names, general descriptions, or other information that does not consist of the specific contents of the Source Code.

31. For depositions involving Source Code, which will be remotely conducted, the Receiving Party shall identify at least two (2) calendar days in advance any Source Code to be discussed at the deposition and the Producing Party shall ensure that the witness has access to that Source Code at the deposition. No source code shall be provided to any vendors in connection with the remote deposition or reproduced on any computer or monitor during 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. Source Code may not be shown to anyone at a deposition who is not authorized to access the code under this Protective Order, and it shall not

be attached or made an exhibit to the deposition transcript. To the greatest extent practicable, references to Source Code in depositions shall be to file names, line numbers, function names, general descriptions, or other information that does not reveal the verbatim contents of the Source Code.

32. Except as provided in this sub-paragraph, the Receiving Party may not create copies or electronic images of the 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). Source Code shall not be reproduced in Expert Reports, unsealed Court filings, or correspondence. Identification to relevant portions of Source Code in Expert Reports, Court filings, and correspondence shall be limited to file names, line numbers, function names, general descriptions, or other information that does not reveal the verbatim contents of the Source Code. If a Receiving Party reasonably believes that it needs to submit a portion of Source Code as part of a sealed Court filing or Expert Report, then the Receiving Party shall notify the Producing Party and the Parties shall meet and confer as to how to make such a filing while protecting the confidentiality of the Source Code. Such Source Code will not be included in the sealed Court filing or Expert Report absent written agreement of the Producing Party, which the Producing Party will not unreasonably deny. If a Producing Party provides written permission to the Receiving Party that the Producing Party's Source Code may be included in a sealed Court filing, then (a) access to the Receiving Party's sealed Court filing containing any portion of Source Code shall at all times be limited solely to individuals who are authorized to view Source Code under this Protective Order; and (b) the Receiving Party shall maintain a log of all electronic copies of any Court filing including Source Code in its possession or in the possession of its retained consultants, including the names of the reviewers 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—ATTORNEYS’ EYES ONLY—SOURCE CODE” as provided for in this Order.

PROSECUTION BAR

33. Absent written consent from the Producing Party, any Outside Counsel who has access to HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY – SOURCE CODE Discovery Material of the Producing Party, shall not be involved directly or indirectly in the prosecution of patents or patent applications in the areas of recording, storing, or remotely controlling the recording of video or audio content. For purposes of this paragraph, “prosecution” includes directly or indirectly drafting, amending, advising, or otherwise affecting the scope or maintenance of patent claims in a patent application or patent.

34. To avoid any doubt, “prosecution” as used in this paragraph does not include representing a party challenging or defending a patent before a domestic or foreign agency (including, but not limited to, a reissue protest, *ex parte* reexamination, post grant review or *inter partes* review) provided, however, that they do not rely upon or use, directly or indirectly, the Producing Party’s “HIGHLY CONFIDENTIAL—ATTORNEYS’ EYES ONLY—SOURCE CODE” information in those proceedings and that such representation does not include any involvement in seeking to amend the claims to enlarge or narrow their scope or add new claims.

35. This Prosecution Bar shall begin when access to “HIGHLY CONFIDENTIAL — ATTORNEYS’ EYES ONLY — SOURCE CODE” information is first received by the affected individual and shall end two (2) years after final termination of this Litigation.

36. This Prosecution Bar shall apply on an individual-by-individual basis and not to a law firm or to an entity.

RETURN/DESTRUCTION OF MATERIALS

37. Not later than seventy-five (75) days (as calculated by Fed. R. Civ. P. 6) after the final disposition of this Litigation (including any appeals), all HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY – SOURCE CODE Discovery Material, including all copies thereof, shall be returned to the Producing Party or destroyed and the Receiving Party shall certify in writing that all such material has been returned or destroyed.

38. Notwithstanding the foregoing, nothing herein requires Outside Counsel to delete information that may reside on their respective electronic back-up systems that are overwritten in the normal course of business.

MISCELLANEOUS PROVISIONS

39. This Protective Order is without prejudice to the right of any Party to seek further or additional protection of information for which the protection of this Protective Order is not believed by any Party to be adequate. Nothing in this Protective Order shall be deemed to bar or preclude any Producing Party from seeking such additional protection, including, without limitation, an order that certain information may not be discovered at all.

40. The entry of this Protective Order shall not be construed as a waiver of any right to object to the furnishing of information in response to discovery, and except as expressly provided, shall not relieve any party of the obligation of producing information in the course of discovery.

41. If at any time HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY – SOURCE CODE Discovery Material of a Producing Party is subpoenaed from a Receiving Party or is the subject of a discovery request directed to a Receiving Party in any proceeding before any court or arbitral, administrative, or legislative body, the person to whom the subpoena or

other request is directed shall immediately give written and email notice and shall provide the Producing Party with an opportunity to object to the production of such materials. If the Producing Party does not seek a protective order within fifteen (15) days (as calculated by Fed. R. Civ. P. 6) of the date written notice is given, the Receiving Party to whom the subpoena or other request is directed may produce, on or after the date set for production in the subpoena or other request, but not prior to the end of the fifteen (15) day notice period, such material in response thereto, under a protective order with confidentiality provisions equal to or more restrictive than those of this Protective Order.

42. Other Proceedings. By entering this Protective Order and limiting the disclosure of information in this case, the Court does not intend to preclude another court from finding that information may be relevant and subject to disclosure in another case. Any person or party subject to this Protective Order who becomes subject to a motion to disclose another party's information designated HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY – SOURCE CODE pursuant to this Protective Order shall promptly notify that party of the motion so that the party may have the opportunity to appear and be heard on whether that information should be disclosed.

43. Outside Counsel shall have the right to exclude from depositions, other than the deponent and the reporter, any person who is not authorized under this Protective Order to receive HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY – SOURCE CODE Discovery Material. Such right of exclusion shall be applicable only during periods of examination or testimony directed to HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY -- SOURCE CODE Discovery Material.

44. Nothing in this Protective Order shall bar or otherwise restrict any Outside

Counsel from rendering advice to his or her client with respect to this Litigation and, in the course thereof, relying in a general way upon his or her examination of HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY – SOURCE CODE Discovery Material produced or exchanged in this Litigation: provided, however, that in rendering such advice and in otherwise communicating with a person not permitted access to HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY – SOURCE CODE Discovery Material under this Protective Order, the Outside Counsel shall not disclose the contents of HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY – SOURCE CODE Discovery Material produced by any other Party.

45. Execution of this Protective Order shall not constitute a waiver of the right of any Party to claim in this Litigation or otherwise that any document, communication, or any portion thereof (a) is privileged or otherwise non-discoverable or (b) is not admissible in evidence in this Litigation or any other proceeding.

46. Each person who receives HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY –SOURCE CODE Discovery Material agrees to be subject to the jurisdiction of this Court for the purpose of any proceedings relating to the performance under, compliance with, or violation of this Protective Order.

47. This Protective Order may be amended by the agreement of Outside Counsel for the Parties in the form of a written Stipulated Amended Protective Order signed by each Party’s Outside Counsel and filed with the Court for approval. The Court retains the right to allow disclosure of any subject or HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY – SOURCE CODE Discovery Material covered by this Protective Order or to modify or vacate this Protective Order at any time in the interest of justice.

48. Neither the termination of this Litigation nor the termination of employment of any person with access to any HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY – SOURCE CODE Discovery Material shall relieve any individual from the obligation of maintaining the confidentiality of such information in accordance with this Protective Order. The Court shall retain jurisdiction to enforce the terms of the Protective Order after final termination of this Litigation.

49. Nothing in this Protective Order is intended to in any way expand or restrict the rights or obligations regarding access to sealed versions of preliminary injunction papers provided for in the Stipulation and [Proposed] Order Regarding Leave to File Under Seal and Access to Sealed Filings (D.I. 37).

Dated: November 23, 2021

MCCARTER & ENGLISH, LLP

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IT IS SO ORDERED this 29 day of November, 2021.

/s/ Richard G. Andrews

The Honorable Richard G. Andrews
United States District Judge

EXHIBIT A

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

CLEARDOC, INC. D/B/A OPENREEL,

Plaintiff,

v.

RIVERSIDEFM, INC.,

Defendant.

C.A. No. 21-1422-RGA

ACKNOWLEDGEMENT AND DECLARATION TO BE BOUND

I, _____ [print or type full name], of _____
[print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Protective Order that was issued by the United States District Court for the District of Delaware on _____ [date] in the above-captioned Litigation.

I have received and carefully read the Protective Order in this Litigation and understand its provisions and will abide by the Protective Order.

I will hold in confidence and not to disclose the contents of anything marked “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY – SOURCE CODE,” except as permitted by the Protective Order.

I will use HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY –SOURCE CODE Discovery Material, or information derived therefrom, solely for purposes relating to the above-captioned Litigation and for no other purpose whatsoever.

I will not be involved directly or indirectly in the prosecution of patents or patent applications in the areas of recording, storing, or remotely controlling the recording of video or

audio content until two (2) years after termination of this Litigation.

I hereby submit to the jurisdiction of this Court for the purpose of enforcement of the Protective Order in this Litigation. I declare under penalty of perjury of the laws of the United States that the foregoing is true and correct.

Date:

Signature

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