IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

IPA TECHNOLOGIES, INC., Plaintiff, v. AMAZON.COM, INC., and AMAZON DIGITAL SERVICES, LLC, Defendants.	C.A. No. 16-1266-RGA

ADDENDUM TO PROTECTIVE ORDER

In light of the COVID-19 pandemic, and the resulting Federal, State, and local travel restrictions and shelter-in-place orders (collectively, "COVID-19 Restrictions"), the parties agree to the following additional terms governing review of Source Code. All source code related terms in the Protective Order (*see* Dkt. 92, ¶¶ 9(a)-(p)) continue to govern to the extent they are not addressed by this Addendum.

The terms in this Addendum shall remain in effect only so long as COVID-19 Restrictions are in effect at the locations of respective relevant parties, such as the location of the parties' respective counsel and source code review consultants and experts. Once the COVID-19 Restrictions in those locations are lifted, however, the Producing Party can, at its sole discretion, continue (or resume) providing Source Code pursuant to the terms of this Addendum at any time or provide Source Code pursuant to the relevant provisions of the Protective Order (*see* Dkt. 92, ¶¶ 9(a)-(p)).

The Parties' acknowledge that while the terms below may not reflect the Producing Party's normal security protocols, they represent an accommodation in the interest of moving the case forward during the unprecedented COVID-19 pandemic and in light of applicable COVID-

19 Restrictions and related office closures and travel restrictions. A Party's agreement to make Source Code available pursuant to this Addendum shall not be construed as an admission that the provisions of the Addendum are appropriate in any other case or that these provisions provide an acceptable level of security for the Producing Party's Source Code at any other time not affected by the COVID-19 pandemic. The Addendum may not be cited as an appropriate practice to follow once the COVID-19 pandemic has passed even if the Producing Party decides to follow the terms of this Addendum after the COVID-19 Restrictions are lifted because other pandemic-related issues such as delayed office re-openings may still be experienced.

1.   To the extent a Party elects to make Source Code available for inspection, the Producing Party shall notify the Receiving Party once any of Producing Party's Source Code is available for inspection. Thereafter, the Receiving Party shall provide fourteen (14) days' notice that it wishes to inspect Source Code.

2.   Source Code shall be loaded to a computer maintained by the Producing Party or its outside counsel (the "Source Code Host Machine").

3.   No later than fourteen (14) days after a request for Source Code inspection, the Producing Party shall send to the Receiving Party two computers capable of remotely accessing the Producing Party's Source Code (the "Remote Review Computers"). The Receiving Party may specify whether each Remote Review Computer shall be sent to the Receiving Party's outside counsel or instead directly to one or two of the Receiving Party's source code reviewers who are authorized to review source code under the Protective Order. The Remote Review Computers shall be delivered via overnight delivery service (*e.g.*, FedEx, UPS, etc.).

4.   Each Remote Review Computer shall be a Windows-based laptop computer having at least 8 gigabytes of memory and a screen with a minimum size of thirteen inches.

Each Remote Review Computer shall be capable of connecting to the Source Code Host

Machine via a restricted virtual private network (VPN).

5.　　　The producing Party shall provide the receiving Party with information explaining

how to start, log on to, and operate each Remote Review Computer. The Producing Party shall

also provide the Receiving Party with any required credentials to connect to the Source Code

Host Machine via VPN. Only one VPN session will be allowed at a time. Only one Remote

Review Computer shall be connected to the Source Code Host Machine at a time.

6.　　　Each Remote Review Computer shall have disk encryption and be password

protected. Each Remote Review Computer will either have no peripheral device connectors or

such connectors will be disabled. The use or possession of any electronic input/output device

(*e.g.*, USB memory stick, mobile phone, tablet, personal digital assistants (PDAs), Blackberries,

Dictaphones, voice recorders, external or portable telephone jack, camera or any camera-enabled

device, CD, floppy disk, portable hard drive, laptop, or any device that can access the Internet or

any other network or external system, etc.) is prohibited while accessing Source Code via each

Remote Review Computer. The Producing Party may take appropriate measures, either through

physical modification of the Remote Review Computers, or through modification of software on

the Remote Review Computers, to prevent the use of such electronic input/output devices in

conjunction with the Remote Review Computers and to prevent copying, duplicating, pasting,

printing or any other duplication of the source code.

7.　　　The Producing Party may log all connections to the Source Code Host Machine.

The Producing Party may also terminate the secure connection to the Source Code Host Machine

after 30 minutes of inactivity on the Remote Review Computer connected to the Source Code

Host Machine.

8.   The Receiving Party shall provide to the Producing Party a list of any individuals who access Source Code via each Remote Review Computer and the date and approximate time(s) of such review.

9.   The receiving Party may request paper copies ("Source Code Printouts") of limited portions of the Source Code. The Source Code Printouts, including any applicable printing limits, shall be governed by the provisions of the Protective Order, except as expressly modified herein. To ensure the proper pages requested by the Receiving Party are printed, the Producing Party shall provide the ability for the Receiving Party to save relevant files for printing as PDFs (preserving the line numbers and formatting using a program such as Notepad++) to a folder located on the Source Code Host Computer.

10.   At the conclusion of any Source Code Review, the Receiving Party shall notify the Producing Party of the existence of Source Code Printouts that it requests to be produced. Thereafter, Source Code Printouts shall be produced in accordance with the provisions of the Protective Order.

11.   The Producing Party shall install tools on each Remote Review Computer and/or Source Code Host Computer that are sufficient for viewing and searching Source Code produced, if such tools exist and are presently used in the ordinary course of the Producing Party's business. The Receiving Party may request that other mutually-agreeable commercially available software tools for viewing and searching Source Code be installed on each Remote Review Computer and/or Source Code Host Computer, provided, however, that such other software tools are reasonably necessary for the Receiving Party to perform its review of the Source Code consistent with all of the protections herein. The Receiving Party must provide the Producing Party with a licensed copy of the relevant software, whether using a CD, DVD, or in

the case of software accessible over the internet, relevant keys or information to legally access reasonably in advance of any scheduled Source Code Review.

JOINTLY SUBMITTED BY:

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IT IS SO ORDERED this __22__day of ___June_____, 2020

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