VIRTEK VISION INTERNATIONAL ULC, Plaintiff, v. ASSEMBLY GUIDANCE SYSTEMS, INC. DBA ALIGNED VISION, Defendant.	CIVIL ACTION NO. 1:20-CV-10857-DLC Honorable Allison D. Burroughs Honorable Donald L. Cabell

STIPULATED ADDENDUM TO CONFIDENTIALITY AGREEMENT AND ORDER
REGARDING TREATMENT OF SOURCE CODE

IT IS HEREBY STIPULATED AND AGREED, by and among the parties hereto, through their undersigned counsel, that the following provisions of this Stipulated Addendum (the "**Addendum**") to the Confidentiality Agreement and Order (Dkt. 25) (the "**Order**") shall govern disclosure and use by the parties of all source code disclosed or provided in the above-referenced action (the "**Action**").

1.   A Disclosing Party producing Discovery Material consisting of human-readable source code may designate it as "**Highly Confidential – Source Code Information**" under the terms of the Order if such party in good faith reasonably believes that disclosure of the Highly Confidential – Source Code Information to persons other than those identified in Paragraphs 4(a) and (c)-(i) of the Order is substantially likely to cause injury to the Disclosing Party.

2.   Designation of human-readable source code as Highly Confidential – Source Code Information as set forth in Paragraph 1 of this Addendum may be made at or prior to the time of production of the source code by stamping or otherwise affixing the legend "HIGHLY CONFIDENTIAL – SOURCE CODE INFORMATION" on each page determined as containing such

information, in a manner that does not interfere with the legibility of the document. The Disclosing Party must limit designations of Highly Confidential – Source Code Information to only those documents, testimony, or material that solely include or include substantial portions of human-readable source code. When Highly Confidential – Source Code Information is disclosed in a form not appropriate for such placing or affixing, it shall be designated as Highly Confidential – Source Code Information in writing at the time it is delivered to the Receiving Party.

3.   Highly Confidential – Source Code Information may be produced or made available for inspection.

(a)   Any source code produced in discovery shall be made available on a standalone laptop for inspection in a format and with appropriate software allowing it to be reasonably reviewed and searched. The laptop shall be provided to the Receiving Party as part of production of source code, and the Receiving Party shall not copy, remove, or otherwise transfer any portion of the source code onto any recordable media or recordable device. The Producing Party may make reasonable modifications to the laptop, but only to ensure that there is no unauthorized recording, copying, or transmission of the source code. The Producing Party may disable the printing functions on the laptop. The laptop will be returned to the Producing Party at the termination of the litigation;

(b)   Alternatively, the Disclosing Party may make the source code available for inspection. The Disclosing Party may make the source code available for inspection at the offices of the Disclosing Party's counsel, or at another mutually agreeable location. To accommodate concerns regarding safety during the COVID-19 pandemic, if the Disclosing Party elects to produce the source code for inspection, the Receiving Party may alternatively request that the inspection be done remotely using a third-party virtual code review platform.

4.	Procedures for Direct Source Code Inspection.

	(a)	If the source code is made available for inspection, the Disclosing Party shall make the source code available in a manner reasonably calculated to facilitate the review while reasonably limiting the unauthorized disclosure or copying of the source code, such as by making the source code available in-person on a "stand alone" computer that is not linked to a local area network or the Internet, or remotely using a system that will not allow unauthorized printing or transfer of the code;

	(b)	The Disclosing Party shall provide access to the source code on reasonable notice and at reasonable times, and shall provide access in a manner that will not unreasonably hinder the Receiving Party's ability to effectively and efficiently conduct the prosecution or defense of this Action, including by, at a minimum, providing instructions on accessing the computer system and the source code, and providing the source code in computer searchable format, which shall be in native form upon Receiving Party's request;

	(c)	To protect and maintain applicable attorney-client and work-product privileges, monitoring, tracking, and observation of any direct inspection by the Receiving Party is not allowed, except as needed to enforce the limitations as to unauthorized disclosure or copying;

	(d)	Reasonable accommodations must be made to allow the Receiving Party to print and temporarily store electronic copies of files pursuant to Sections 4(e) and (f);

	(e)	The Receiving Party shall be permitted to make a reasonable number of printouts and photocopies of the source code, all of which shall be designated and clearly labeled as Highly Confidential – Source Code Information. Receiving Party shall maintain a log of all such files that are printed or photocopied. Any copies of the source code shall

be transported via hand carry by a person authorized under this Addendum to review source code, or sent from the review facility to such a person by Federal Express, or other similarly reliable courier;

(f)   Either party may request or make an electronic copy of any portion of the source code for the purposes of Court proceeding(s) or deposition(s), which shall be copied and transported via hand-carry by a person authorized under this Addendum to review source code on removeable electronic media (*e.g.* a flash memory stick), or sent in encrypted format on such media to such a person via Federal Express, or other similarly reliable courier;

(g)   Except as set forth above, no electronic copies of the source code shall be made without prior written consent of the Disclosing Party, except as necessary to create documents which, pursuant to the Court's rules, procedures and order, must be filed or served electronically.

[SIGNATURE PAGE FOLLOWS]

s/ Kevin T. Peters[1]

William E. Hilton
Kevin T. Peters
Jennifer Henricks
GESMER UPDEGROVE LLP
40 Broad Street
3d Floor
Boston, MA 02109
Telephone: (617) 350-6800
Kevin.peters@gesmer.com

*Counsel for Defendant/Counterclaim-Plaintiff
Assembly Guidance Systems, Inc. DBA Aligned
Vision*

s/ Jordan L. Hirsch

Jacob D. Koering (*pro hac vice*)
**MILLER, CANFIELD,
 PADDOCK AND STONE, P.L.C.**
225 West Washington Street, Suite 2600
Chicago, Illinois 60606
Telephone: (312) 460-4272
Facsimile: (312) 460-4201
koering@millercanfield.com

Michael J. Summersgill (BBO # 632816)
Jordan L. Hirsch (BBO #660407)
Thomas F. Lampert (BBO #703596)
**WILMER CUTLER PICKERING HALE AND
DORR LLP**
60 State Street
Boston, MA 02109
Telephone: (617) 526-6000
Facsimile: (617) 526-5000
Michael.summersgill@wilmerhale.com
Jordan.hirsch@wilmerhale.com
Thomas.lampert@wilmerhale.com

*Counsel for Plaintiff/Counterclaim Defendant
Virtek Vision International ULC*

November 19, 2020

SO STIPULATED, IT IS SO ORDERED.

Date: November 20, 2020

/s/ Allison D. Burroughs
ALLISON D. BURROUGHS
U.S. DISTRICT JUDGE

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[1] Signed with permission