UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION

PARKERVISION, INC.,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Case No. 3:15-cv-01477-BJD-JBT
	)	
APPLE INC., et al.,	)	
	)	
Defendants.	)	
	)	

AMENDED PROTECTIVE ORDER

Plaintiff ("ParkerVision") and Defendants Apple Inc. ("Apple"), and Qualcomm Incorporated ("Qualcomm") (collectively, "Defendants"), by and through their undersigned counsel of record, seek entry of an Order under Federal Rule of Civil Procedure 26(c) and other applicable laws and rules to facilitate the orderly and efficient disclosure of documents, answers to interrogatories, deposition testimony, pleadings, exhibits of any kind, presentations, computer readable data storage media (including but not limited to source code), the information contained or disclosed therein, schematics, any form of discovery contemplated by Rules 26-37 and 45 of the Federal Rules of Civil Procedure and all other information or things generated, produced, served or otherwise provided to a party, on the one hand, by any other party or entity or person not a party to this action ("third party") on the other (hereinafter referred to as "Discovery Material") in the above captioned action (the "Action"). The Order will also minimize the potential for unauthorized disclosure of Discovery Material and give other relief agreed to by the Parties and set out in this Order. For the purposes of this Order, the terms "document" and "documents" carry their broadest possible meaning consistent with the Federal Rules of Civil Procedure and the

Local Rules of the U.S. District Court for the Middle District of Florida. The Order is also intended to supersede and replace any obligations owed by the Parties pursuant to the Protective Order that was in place in *Certain RF Capable Integrated Circuits and Products Containing the Same*, 337-TA-982 (Orders No. 1, 6).

Therefore, the Parties having stipulated, IT IS HEREBY ORDERED, upon a finding of good cause, that the following terms and conditions shall govern the disclosure and use of Discovery Material in this Action:

1. **PURPOSES AND LIMITATIONS**

(a) Protected Material designated under the terms of this Order shall be used by a Receiving Party solely for this Action, and shall not be used directly or indirectly for any other purpose whatsoever.

(b) To the extent that any one of Defendants in this Action provides Protected Material under the terms of this Order to Plaintiff, Plaintiff shall not share that material with the other Defendants in this Action, absent express written permission from the producing Defendant. This Order does not confer any right to any one 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 notify all other Parties that it is withdrawing or changing the designation.

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 Action.

(b) "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 this Action.

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

(d) "Producing Party" means any Party or non-party that discloses or produces any Discovery Material in this Action.

(e) "Protected Material" means any Discovery Material that is designated as "CONFIDENTIAL," "CONFIDENTIAL - ATTORNEYS' EYES ONLY," or "CONFIDENTIAL - OUTSIDE ATTORNEYS' EYES ONLY - SOURCE CODE," as provided for in this Order. Protected Material shall not include: (i) advertising materials that have been actually published or publicly disseminated; and (ii) materials that show on their face they have been disseminated to the public.

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

(g) "Source Code" means computer code, scripts, assembly, binaries, object code, source code listings and descriptions of source code, object code listings and descriptions of object code, and Hardware Description Language (HDL) or Register Transfer Level (RTL) files

that describe the hardware design of any ASIC or other chip. For clarity, Source Code filenames and directory structures are not accorded the same level of protection that is accorded to actual Source Code.

(h) "Chip-Level Schematics" means electronic drawings and symbolic representations that describe or depict digital or analog electrical or electronic circuits within integrated circuit chips. For clarity, Chip-Level Schematics filenames and directory structures are not accorded the same level of protection that is accorded to actual Chip-Level Schematics.

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.

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 Order shall prevent or restrict a Producing Party's own disclosure or use of its own Protected Material for any purpose, and nothing in this Order shall preclude any Producing Party from showing its Protected Material to an individual who prepared the Protected Material.

(c) Nothing in this Order shall be construed to prejudice any Party's right to use any Protected Material in court or in any court filing with the consent of the Producing Party or by order of the Court.

(d) 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 material not be produced at all.

5. **DURATION**

(a) Even after the termination of this Action, 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. **ACCESS TO AND USE OF PROTECTED MATERIAL**

(a) Basic Principles. Unless the Parties have agreed otherwise in a cross-use agreement or discovery stipulation involving other litigation between the Parties, all Protected Material shall be used solely for this Action or any related appellate proceeding, 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) Unless otherwise permitted in writing between Producing Party and Receiving Party, any individual who personally receives, other than on behalf of Producing Party, any material related to the technical functionality designated as "CONFIDENTIAL - ATTORNEYS' EYES ONLY," or "CONFIDENTIAL - OUTSIDE ATTORNEYS' EYES ONLY - SOURCE CODE," shall not participate in or be responsible for revising, amending, or drafting

patent specifications or claims before a Patent Office of any patent or patent application substantially related to the particular information disclosed in such material, from the time of receipt of such material through and including the first to occur of (i) one year after the complete resolution of this Action through entry of a final non-appealable judgment or order for which appeal has been exhausted and completion of the requirements of this Order; (ii) one year after the complete settlement of all claims in this Action and completion of the requirements of this Order; or (iii) one year after the time the individual person(s) cease(s) to have access to such material. Nothing in this paragraph limits any individual from participating in any post-grant proceeding, including any inter partes review or post-grant review, so long as they do not participate in or be responsible for revising, amending, or drafting patent specifications or claims. For purposes of clarity, a patent or patent application is not "related to" the particular information disclosed if it both makes no use of that information and the claims do not encompass, in whole or in part, any of the hardware, software, or technical functionality to which the particular information relates.

(c) Unless otherwise permitted in writing between Producing Party and Receiving Party, any outside expert or consultant retained on behalf of Receiving Party who is to be given access to any Protected Material designated as "CONFIDENTIAL - ATTORNEYS' EYES ONLY," or "CONFIDENTIAL - OUTSIDE ATTORNEYS' EYES ONLY - SOURCE CODE," produced by another Party shall not perform hardware or software development work or product development work directly or indirectly intended for commercial purposes related to the particular information disclosed in the Protected Material from the time of first receipt of such Protected Material through the date the outside expert or consultant ceases to have access to any such Protected Material. For avoidance of doubt, during periods in which the individual person(s)

has ceased to have possession of such Protected Material or any documents or notes reflecting such Protected Material, this paragraph shall not apply.

(d) 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 only to the persons authorized under this Order. The Parties acknowledge that Protected Material also may be subject to the US government export control and economic sanctions laws ("Export Controlled Information"), including the Export Administration Regulations ("EAR", 15 CFR 730 et seq., http://www.bis.doc.gov/) administered by the Department of Commerce, Bureau of Industry and Security, and the Foreign Asset Control Regulations (31 CFR 500 et seq., http://www.treas.gov/offices/enforcement/ofac/) administered by the Department of Treasury, Office of Foreign Assets Control ("OFAC"). Receiving Parties may not directly or indirectly export, re-export, transfer or release (collectively, "Export") any Protected Material to any destination, person, entity or end use prohibited or restricted under US law without prior US government authorization to the extent required by regulation. The US government maintains embargoes and sanctions against the countries listed in Country Groups E:1/2 of the EAR (Supplement 1 to part 740). Export Controlled Information disclosed in this Action will be used only for the purposes of this Action. Counsel or other individuals authorized to receive Export Controlled Information will not disclose, export, or transfer, in any manner, Export Controlled Information to any foreign person except as permitted by U.S. law, and will not transport any such document outside of U.S. territory, without prior written approval of the Bureau of Industry and Security or other appropriate U.S. government department or agency, except as permitted by U.S. law.

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

(f) Limitations. Nothing in this Order shall restrict in any way a Producing Party's use or disclosure of its own Protected Material. 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 publicly known through no fault of the Receiving Party; (ii) that is lawfully acquired by or 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.

7. **CROSS-PRODUCTION OF DEFENDANT CONFIDENTIAL MATERIAL.**

(a) To the extent that Apple produces any Discovery Material concerning products that are not yet commercially for sale in the United States, ParkerVision agrees not to share such information with Qualcomm, including outside counsel for Qualcomm, in any form. ParkerVision agrees to work with Apple to redact any such information from any document or communication prior to its sharing with Qualcomm and shall not include any such information in any public filings or subpoenas. For any such documents subject to a filing or service deadline, ParkerVision will serve on Qualcomm by the applicable deadline any such documents, redacted of any Apple information concerning products that are not yet commercially for sale in the United States.

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," "CONFIDENTIAL - ATTORNEYS' EYES ONLY," or "CONFIDENTIAL – OUTSIDE ATTORNEYS' EYES ONLY - 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 "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," "CONFIDENTIAL - ATTORNEYS' EYES ONLY," or "CONFIDENTIAL - OUTSIDE ATTORNEYS' EYES ONLY - SOURCE CODE," 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, the party printing the electronic files or documents shall affix a legend to the printed document corresponding to the designation of the Producing Party and including the production number and designation associated with the native file. No one shall seek to use in this Action a .tiff, .pdf or other image format version of a document produced in native file format without first (1) providing a copy of the image format version to the Producing Party so that the Producing Party can review the image to ensure that no information has been altered, and (2) obtaining the consent of the Producing Party, which consent shall not be unreasonably withheld.

(d) Depositions and Testimony. 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 ten (10) days of receipt of the transcript of the testimony. If no indication on the record is made, all information disclosed during a deposition shall be deemed "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 fourteen (14) days, or else the transcript may be treated as non-confidential. Any Protected Material that is used in the taking of a deposition, along with the transcript pages of the deposition testimony dealing with such Protected Material, shall remain subject to the provisions of this Order in accordance with the designation of such Protected Material. In such cases the court reporter shall be informed of this Order and shall be required to operate in a manner consistent with this 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 Order, substantially along the lines of "This videotape contains confidential testimony used in this Action and is not to be viewed or the contents thereof to be displayed or revealed except pursuant to the terms of the operative 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, other than the deponent, deponent's counsel, the reporter and videographer (if any), any person who is not authorized by this Order to receive or access Protected Material based on the designation of such Protected Material. 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, document processing, document hosting, or clerical litigation support services working at the direction of such counsel, paralegals, and staff;

(ii) Not more than three (3) representatives of the Receiving Party who are officers or employees of the Receiving Party, who may be, but need not be, in-house counsel for the Receiving Party, as well as their immediate paralegals and staff, to whom disclosure is reasonably necessary for this Action, provided that: (a) each such person has agreed to be bound

by the provisions of the Order by signing a copy of Exhibit A; and (b) no unresolved objections to such disclosure exist after proper notice has been given to all Parties as set forth in Paragraph 13 below;

(iii) Any outside expert or consultant retained by the Receiving Party to assist in this Action ("Expert"), provided that disclosure is only to the extent necessary to perform such work; and provided that: (a) such Expert has agreed to be bound by the provisions of the Order by signing a copy of Exhibit A; (b) such Expert 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 accesses the materials in the United States only, and does not transport them to or access them from any foreign jurisdiction; and (d) no unresolved objections to such disclosure exist after proper notice has been given to all Parties as set forth in Paragraph 13 below. Without the express prior written consent of the Defendant that produced the Protected Material, no Expert retained by a Defendant in this matter shall have access to "CONFIDENTIAL – ATTORNEYS' EYES ONLY" Discovery Material produced by another Defendant in this matter;

(iv) The Producing Party and its employees and Experts, including anyone who is identified on the document as having seen the document, written the document, or received the document;

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

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

(vii) Graphics, translation, design, and/or trial consulting personnel, having first agreed to be bound by the provisions of the Order by signing a copy of Exhibit A;

(viii) 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;

(ix) 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 Order; and

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

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

(a) A Producing Party may designate Discovery Material as "CONFIDENTIAL – ATTORNEYS' EYES ONLY" if it contains or reflects information that is extremely 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. The Parties agree that the following information, if non-public, shall be presumed to merit the "CONFIDENTIAL – ATTORNEYS' EYES ONLY" designation: trade secrets, pricing information, financial data, sales information, sales or marketing forecasts or plans, business plans, sales or marketing strategy, product development information, engineering documents, testing documents, employee information, and other non-public information of similar competitive and business sensitivity.

(b) Unless otherwise ordered by the Court, Discovery Material designated as "CONFIDENTIAL – ATTORNEYS' EYES ONLY" may be disclosed only to:

(i) The Receiving Party's Outside Counsel, provided that such Outside Counsel is not involved in competitive decision-making, as defined by *U.S. Steel v. United States*, 730 F.2d 1465, 1468 n.3 (Fed. Cir. 1984), on behalf of a Party or a competitor of a Party, and such Outside Counsel's immediate paralegals and staff, and any copying, document processing, document hosting, or clerical litigation support services working at the direction of such counsel, paralegals, and staff;

(ii) Any Expert, provided that disclosure is only to the extent necessary to perform such work; and provided that: (a) such Expert has agreed to be bound by the provisions of the Order by signing a copy of Exhibit A; (b) such Expert 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 is not involved in competitive decision-making, as defined by *U.S. Steel v. United States*, 730 F.2d 1465, 1468 n.3 (Fed. Cir. 1984), on behalf of a Party or a competitor of a Party; (d) such Expert accesses the materials in the United States only, and does not transport them to or access them from any foreign jurisdiction; and (e) no unresolved objections to such disclosure exist after proper notice has been given to all Parties as set forth in Paragraph 13 below. Without the express prior written consent of the Defendant that produced the Protected Material, no expert or consultant retained by a Defendant in this matter shall have access to "CONFIDENTIAL – OUTSIDE ATTORNEYS' EYES ONLY" Discovery Material produced by another Defendant in this matter;

(iii) The Producing Party and its employees and Experts, including anyone who is identified on the document as having seen the document, written the document, or received the document;

(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 trial consulting personnel, having first agreed to be bound by the provisions of the Order by signing a copy of Exhibit A;

(vii) 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 Order; and

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

11. **DISCOVERY MATERIAL DESIGNATED AS "CONFIDENTIAL – OUTSIDE ATTORNEYS' EYES ONLY - SOURCE CODE"**

(a) To the extent production of Source Code or Chip-Level Schematics becomes necessary to the prosecution or defense of the Action, a Producing Party may designate Source Code and Chip-Level Schematics as "CONFIDENTIAL – OUTSIDE ATTORNEYS' EYES ONLY - SOURCE CODE" if it comprises or includes confidential, proprietary, and/or trade secret Source Code or Chip-Level Schematics.

(b) Nothing in this Order shall be construed as a representation or admission that Source Code or Chip-Level Schematics are properly discoverable in this Action, or to obligate any Party to produce any Source Code or Chip-Level Schematics.

(c) Unless otherwise ordered by the Court, Discovery Material designated as "CONFIDENTIAL – OUTSIDE ATTORNEYS' EYES ONLY - 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:

(i) The Receiving Party's Outside Counsel, provided that such Outside Counsel is not involved in competitive decision-making, as defined by *U.S. Steel v. United States*, 730 F.2d 1465, 1468 n.3 (Fed. Cir. 1984), on behalf of a Party or a competitor of a Party, and such Outside Counsel's immediate paralegals and staff, and any copying, document processing, document hosting, or clerical litigation support services working at the direction of such counsel, paralegals, and staff;

(ii) Any outside expert or consultant retained by the Receiving Party to assist in this Action ("Expert"), provided that disclosure is only to the extent necessary to perform such work; and provided that: (a) such Expert has agreed to be bound by the provisions of the Order by signing a copy of Exhibit A; (b) such Expert 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 is not involved in competitive decision-making, as defined by *U.S. Steel v. United States*, 730 F.2d 1465, 1468 n.3 (Fed. Cir. 1984), on behalf of a Party or a competitor of a Party; (d) such Expert accesses the materials in the United States only, and does not transport them to or access them from any foreign jurisdiction; and (e) no unresolved objections to such disclosure exist after proper notice has been given to all Parties as set forth in Paragraph 13 below. Without the express prior written consent of the Defendant that produced the Protected Material, no expert or consultant retained by a Defendant in this matter shall have access to "CONFIDENTIAL – OUTSIDE ATTORNEYS' EYES ONLY - SOURCE CODE" Discovery Material produced by another Defendant in this matter;

(iii) The Producing Party and its employees and Experts, including anyone who is identified on the document as having seen the document, written the document, or received the document;

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

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

(vi) 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 Order; and

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

12. **PRODUCTION AND TREATMENT OF CONFIDENTIAL SOURCE CODE AND CHIP-LEVEL SCHEMATICS**

(a) Source Code and Chip-Level Schematics shall be provided with the following additional protections:

(i) At this time, the parties do not anticipate producing Source Code. To the extent the production of Source Code becomes necessary, the parties will discuss appropriate protocols for production and treatment.

(ii) Access to Qualcomm Chip-Level Schematics shall be provided on a networked computer ("Schematic Computer") located at Qualcomm in San Diego, CA connected to the Qualcomm network.

(iii) The Schematic Computer will be made available during business hours (9:00 a.m. to 4:30 p.m., local time) on Monday through Friday (excluding federal holidays).

The Schematic Computer will remain available for review by ParkerVision through the close of expert discovery.

(iv) Any person who will review Chip-Level Schematics on the Schematic Computer on behalf of ParkerVision ("Schematic Reviewer") shall be identified in writing to Qualcomm at least five (5) days prior to the first review conducted by the person, and seventy-two (72) hours prior to review thereafter, provided however, that notwithstanding the foregoing, advance notice for a subsequent review shall be sufficient when provided by 12:00 p.m. (local time at the location of the Schematic Computer) during the course of a review session, for such review to continue on the next subsequent business day (subject to availability of the Schematic Computer). Such disclosure will be in addition to paragraph 13 of this Order. Qualcomm shall provide these individuals with information explaining how to start, log on to, and operate the Schematic Computer in order to access the produced Chip-Level Schematic.

(v) Unless agreed to by Qualcomm, in advance, no Schematic Reviewer may bring outside electronic devices or recording equipment, including but not limited to cameras, video recording equipment, sound recording equipment, smartphones, tablets, cell phones, computers and laptops, floppy drives, CDs, DVDs, USB-connectable devices, zip drives or any drives of any kind, peripheral equipment, or other computer hardware into the room with the Schematic Computer.

(vi) Qualcomm may exercise personal supervision over any Schematic Reviewer during the review of the Chip-Level Schematic, including in-house counsel being located in the same room as the Schematic Computer while the Schematic Reviewer is actively reviewing Chip-Level Schematic. For clarity, the presence of Qualcomm's representative in no way constitutes a waiver of any doctrine of privilege, including but not limited to work product.

Any information obtained by Qualcomm's representative while supervising ParkerVision's review activities on the Schematic Computer (other than communications between the representative and the Schematic Reviewer) shall not be used by the parties in any way, including, but not limited to, the inclusion of any such information in any submission in this Action. Communications between the representative and the Schematic Reviewer can only be used if promptly documented in a written communication between counsel.

(vii) Proper identification of each Schematic Reviewer shall be provided prior to any access to the Schematic Computer. Proper identification is hereby defined as a photo identification card sanctioned by the government of a U.S. state, by the District of Columbia, by the United States federal government, or by the nation state of the authorized person's current citizenship. Access to the Schematic Computer may be denied, at the discretion of Qualcomm, to any individual who fails to provide proper identification. Any person who requests access to the Schematic Computer shall counter-sign a copy of Exhibit A to this Order prior to commencing that person's first inspection.

(viii) All persons who review Chip-Level Schematic on the Schematic Computer on behalf of ParkerVision shall sign (on each day they view) a log that will include the names of persons who enter Qualcomm to view the Chip-Level Schematic and when they enter and depart each day. Qualcomm's outside counsel shall maintain the log and any party shall be entitled to review the log.

(ix) During any review of Qualcomm's Chip-Level Schematics, the Schematic Reviewer shall be entitled to take hand-written notes relating to the Chip-Level Schematic but may not hand-draw or copy any Chip-Level Schematics into the notes. Such notes will be labeled "CONFIDENTIAL – OUTSIDE ATTORNEYS' EYES ONLY - SOURCE

CODE." The person shall not take notes electronically on the Schematic Computer itself or any other computer or electronic device while conducting a review. No copies of all or any portion of the Chip-Level Schematic may leave the room in which the Chip-Level Schematic is inspected, except as otherwise provided herein. Furthermore, no other written or electronic record of the Chip-Level Schematic is permitted except as otherwise provided herein. Hand-written notes taken during a review may be converted to electronic form, e.g. scanned, so long as such electronic form would not be inconsistent with the protections of this Order.

(x) The Schematic Computer shall be configured with a means for selecting Chip-Level Schematics or simulation results for printing, as permitted herein. Schematic Reviewers may select portions of the Chip-Level Schematics to print only when reasonably necessary to facilitate ParkerVision's preparation of filings with the Court, expert reports, contentions, and trial exhibits, and shall print only such portions as are believed to be relevant to the claims and defenses in the case and are reasonably necessary for such purposes. Schematic Reviewers shall not print Chip-Level Schematics which have not been reviewed on the Schematic Computer, or in order to review the Chip-Level Schematics elsewhere in the first instance, i.e., as an alternative to reviewing them electronically on the Schematic Computer, as Parties acknowledge and agree that the purpose of the protections herein would be frustrated by such actions. All original printed pages of Chip-Level Schematics shall be retained by Qualcomm. At the request of ParkerVision, Qualcomm shall, within five (5) business days of the request (eight (8) business days if large-format requested), provide three (3) hard copy print outs on watermarked paper of the Chip-Level Schematics that ParkerVision believes in good faith is necessary to understand a relevant feature of an accused product. ParkerVision may provide such copies of the Chip-Level Schematics to its approved Experts. ParkerVision is permitted to request that

Qualcomm provide up to five (5) additional hard copies of each paper copy of the Chip-Level Schematic for use at a deposition. ParkerVision must make such request at least five (5) business days prior to the deposition at which the copies may be used.

(xi) If Qualcomm objects to the production of the requested Chip-Level Schematics because the request is excessive, it shall state its objection within four (4) business days from ParkerVision's request for printed copies of the Chip-Level Schematic. For purposes of this paragraph, printed portions of 500 pages of Chip-Level Schematics from the same die, shall be rebuttably presumed to be excessive and cannot be printed for a permitted purpose absent the agreement of Qualcomm. Qualcomm and ParkerVision agree to meet and confer within two (2) business days of the service of Qualcomm's objection to attempt to resolve such objection. If Qualcomm and ParkerVision cannot resolve such objection during this meet and confer, ParkerVision may file a motion to compel the production of the requested Chip-Level Schematic.

(xii) Upon printing any such portion of Chip-Level Schematic, ParkerVision shall log the location of the electronic file(s) from which each printout is made such that the electronic file(s) may be readily located on the Schematic Computer. Such logging shall include, but is not limited to, complete filenames, directory paths, block and/or cell names and, as applicable, version numbers and revision numbers. ParkerVision shall supply this log to Qualcomm at the end of each review session (such log, the "Schematic Review Print Log"). Qualcomm shall provide to ParkerVision a hard copy of the Schematic Review Print Log, along with and according to the terms provided above for provision of, hard copy print outs of the corresponding Chip-Level Schematic. ParkerVision's failure to adequately log the location of the file(s) it prints shall be at least one non-exclusive ground on which Qualcomm may object and properly refuse to produce the printed pages. In addition to other reasonable steps to maintain the

security and confidentiality of Qualcomm's Chip-Level Schematics, printed copies of the Chip-Level Schematic maintained by ParkerVision must be kept in a locked storage container, accessible only to persons identified in ¶ 13, when not in use.

(xiii) No copies shall be made of Chip-Level Schematics or any portion thereof, whether physical, electronic or otherwise, other than the copies expressly allowed herein and any volatile copies necessarily made in the normal course of accessing the Chip-Level Schematic on the Schematic Computer.

(xiv) All paper copy print outs of Chip-Level Schematics shall be made on Bates numbered paper clearly labeled "CONFIDENTIAL SCHEMATIC SUBJECT TO PROTECTIVE ORDER" on each page provided by Qualcomm. Each page of printed Chip-Level Schematic shall include in the header or footer the complete path and file name of the Chip-Level Schematic file so that the source of the Chip-Level Schematics can be readily identified. All paper copies of the Chip-Level Schematics or any notes, analyses or descriptions of Chip-Level Schematics shall be maintained by Outside Counsel for ParkerVision or its Experts at their offices in a manner that prevents duplication of or unauthorized access to the Chip-Level Schematics, including, without limitation, storing the Chip-Level Schematics in a locked room or cabinet at all times when it is not in use. ParkerVision may also temporarily keep the print outs at: (a) the Court for any proceeding(s); (b) the sites where any deposition(s) relating to the Chip-Level Schematics are taken, for the dates associated with the deposition(s); (c) intermediate locations reasonably necessary to transport the Chip-Level Schematics (e.g., a hotel prior to a Court proceeding or deposition); and (d) a location where ParkerVision's Expert will work with printouts with Outside Counsel for ParkerVision. ParkerVision shall exercise due care in maintaining the security of the print outs at these temporary locations, including by securing them in a locked room or cabinet

when Outside Counsel is not in the immediate vicinity. To the extent that any Chip-Level Schematic is transmitted from or to Outside Counsel and its Experts, the transmission shall be by hand or by a secure transport carrier (e.g., Federal Express). No further hard copies of any Chip-Level Schematic shall be made except as described below and the Chip-Level Schematic shall not be transferred into any electronic format or onto any electronic media.

(xv) Copies of Chip-Level Schematics 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. The deposition transcript shall be designated and is to be treated as "CONFIDENTIAL SOURCE CODE SUBJECT TO PROTECTIVE ORDER." Moreover, the marked original exhibit shall be maintained by ParkerVision until trial. All other copies used at a deposition shall be destroyed or returned to Qualcomm. This provision does not prevent the attorney taking the deposition from bringing personally to the deposition a printed copy of the Chip-Level Schematic that contains work product notes for the taking of the deposition, which copy shall be retained by the deposing attorney at the end of the deposition.

13. **NOTICE OF DISCLOSURE**

(a) Prior to disclosing any Protected Material to any person described in Paragraphs 9(b)(ii), 9(b)(iii), 10(b)(ii), or 11(c)(ii) (referenced below as "Person"), other than individuals who have already satisfied these provisions during the ITC case, the Party seeking to disclose such information shall provide the Producing Party with written notice that includes:

(i) the name of the Person, the city and state of his or her residence, and his or her country of citizenship;

(ii) an up-to-date curriculum vitae of the Person (except for employees of a Party permitted access under Paragraph 9(b)(ii));

(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, including but not limited to an identification of any individual or entity with or for whom the person is employed or to whom the person provides consulting services substantially related to the particular technology disclosed in the Designated Material, or relating to the acquisition of intellectual property assets substantially related to the particular technology disclosed in the Designated Material (except for employees of a Party permitted access under Paragraph 9(b)(ii));

(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 (except for employees of a Party permitted access under Paragraph 9(b)(ii)); and

(vi) a list of the cases in which the Person has testified at deposition or trial within the last five (5) years (except for employees of a Party permitted access under Paragraph 9(b)(ii)).

During the pendency of and for a period of two (2) years after the final resolution of this Action, including all appeals, the Party seeking to disclose Protected Material shall immediately provide

written notice of any change (except for employees of a Party permitted access under Paragraph 8(b)(ii)) with respect to the Person's involvement in the design, development, operation or patenting substantially related to the particular technology disclosed in the Designated Material, or the acquisition of intellectual property assets substantially related to the particular technology disclosed in the Designated Material.

(b) Within fourteen (14) days of receipt of the disclosure of the Person, the Producing Party or Parties may object in writing (including via email) to the Person for good cause. In the absence of an objection at the end of the fourteen (14) day period, the Person shall be deemed approved under this Order. There shall be no disclosure of Protected Material to the Person prior to expiration of this fourteen (14) day period. If the Producing Party objects to disclosure to the Person within such fourteen (14) day period, the Parties shall meet and confer via telephone or in person within seven (7) 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 paragraph, "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.

(e) An initial failure to object to a Person under this Paragraph 12 shall not preclude the nonobjecting Party from later objecting to continued access by that Person for good cause. If an objection is made, the Parties shall meet and confer via telephone or in person within seven (7) days following the objection and attempt in good faith to resolve the dispute informally. 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. The designated Person may continue to have access to information that was provided to such Person prior to the date of the objection. If a later objection is made, no further Protected Material shall be disclosed to the Person until the Court resolves the matter or the Producing Party withdraws its objection. Notwithstanding the foregoing, if the Producing Party fails to move for a Order within seven (7) business days after the meet and confer, further Protected Material may thereafter be provided to the Person.

14. **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 Receiving 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.

15. **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 responsive to the subpoena and to its Outside 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.

16. **FILING PROTECTED MATERIAL**

(a) No Party shall file a document under seal without having first obtained an order granting leave to file under seal on a showing of particularized need. Without written

permission from a Producing Party or an Order from the Court secured after appropriate notice to all interested persons, a Receiving Party may not file in the public record in this Action any Designated Material, but must first seek an order granting leave to file such Designated Material under seal in conformance with the Court's rules and procedures, as set forth in Local Rule 1.09. If such a motion is filed by a Receiving Party, the Producing Party shall serve and file a declaration establishing that the Designated Material is sealable and lodge and serve a narrowly-tailored proposed sealing order, or withdraw the Designated Material's confidentiality designation. Material filed under seal shall bear the title of this matter, an indication of the nature of the contents of such sealed filing, the words "OUTSIDE ATTORNEYS' EYES ONLY" or "OUTSIDE ATTORNEYS' EYES ONLY - SOURCE CODE", as appropriate, and a statement substantially in the following form:

"UNDER SEAL - SUBJECT TO PROTECTIVE ORDER - CONTAINS CONFIDENTIAL INFORMATION."

17. **INADVERTENT DISCLOSURE OF PRIVILEGED MATERIAL**

(a) Pursuant to Fed. R. Evid. 502(b), 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 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) Nothing herein shall prevent the Receiving Party from preparing a record for its own use containing the date, author, addresses, and topic of the inadvertently produced Discovery Material and such other information as is reasonably necessary to identify the Discovery Material and describe its nature to the Court in any motion to compel production of the Discovery Material.

(d) Pursuant to Fed. R. Evid. 502(d) and (e), the terms provided herein governing the inadvertent production of privileged material are binding on the parties as well as non-parties, and enforceable in any other federal or state proceeding.

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

19. **INADVERTENT DISCLOSURE NOT AUTHORIZED BY AGREEMENT**

(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 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 Material.

20. **FINAL DISPOSITION**

(a) Not later than ninety (90) days after the Final Disposition of this Action, each Receiving Party, including Outside Counsel for each Receiving Party, shall return all Discovery Material of a Producing Party to the respective outside counsel of the Producing Party or destroy such Discovery Material, at the option of the Producing Party, and will destroy or redact any such Discovery Material included in work product, pleadings, motion papers, legal memoranda, correspondence, trial transcripts and trial exhibits admitted into evidence ("derivations") and all copies thereof, with the exception of copies stored on back-up tapes or other disaster recovery media. For purposes of this Order, "Final Disposition" occurs after an order, mandate, or dismissal finally terminating the Action with prejudice, including all appeals.

(b) Within ninety (90) days after the Final Disposition of this Action, each Receiving Party who has received Discovery Material from a Producing Party shall serve each such Producing Party with a certification stating that it, including its Outside Counsel, has complied with its obligations under this paragraph. With respect to any Discovery Material or derivation thereof that remains on back-up tapes and other disaster storage media of Receiving Party, neither the Receiving Party nor its consultants, experts, counsel or other party acting on its behalf shall make copies of any such information available to any person for any purpose other than backup or disaster recovery unless compelled by law and, in that event, only after thirty (30) days prior notice to Producing Party or such shorter period as required by court order, subpoena, or applicable law.

21. **DISCOVERY FROM EXPERTS OR CONSULTANTS**

(a) Absent good cause, drafts of reports of testifying Experts, and reports and other written materials, including drafts, of consulting Experts and communications with counsel or agents of counsel, shall not be discoverable.

(b) Reports and materials exempt from discovery under the foregoing Paragraph shall be treated as attorney work product for the purposes of this Action and Order.

22. **MISCELLANEOUS**

(a) 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.

(b) Termination of Matter and Retention of Jurisdiction. The Parties agree that the terms of this Order shall survive and remain in effect after the Final Determination of the above-captioned matter.

(c) 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.

(d) Right to Assert Other Objections. By stipulating to the entry of this 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 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.

(e) Burdens of Proof. Notwithstanding anything to the contrary above, nothing in this 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.

(f) 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 Middle District of Florida, or the Court's own orders. Identification of any individual pursuant to this 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 Middle District of Florida, or the Court's own orders.

23. **Use of Prior Productions**

(a) In order to avoid the cost and expense of reproducing material from previous actions, ParkerVision, Apple, and Qualcomm agree as follows:

(i) Documents and Discovery produced by ParkerVision or Qualcomm in *ParkerVision, Inc. v. Qualcomm Incorporated*, Case No. 3:11-cv-719 (M.D. Fla.) ("ParkerVision I") and *ParkerVision v. Qualcomm Incorporated, et al.*, Case No. 6:14-cv-00687 ("ParkerVision II") shall be deemed produced and usable in this Action, with all objections of the originally producing Party preserved (but not necessarily agreed with), and subject to the rights of

the Parties to object on any available grounds to the admissibility of such Documents and Discovery.

(ii) Documents and Discovery produced by ParkerVision, Apple, or Qualcomm in *In the Matter of Certain RF Capable Integrated Circuits and Products Containing The Same*, Inv. No. 337-TA-982 ("ParkerVision ITC") shall be deemed produced and usable in this Action, with all objections of the originally producing Party preserved (but not necessarily agreed with), and subject to the rights of the Parties to object on any available grounds to the admissibility of such Documents and Discovery.

(iii) Documents and Discovery marked "CONFIDENTIAL" in ParkerVision I or ParkerVision II shall be treated as "CONFIDENTIAL" pursuant to this Order. Documents and Discovery marked "OUTSIDE ATTORNEYS' EYES ONLY" in ParkerVision I or ParkerVision II shall be treated as "CONFIDENTIAL- OUTSIDE ATTORNEYS' EYES ONLY" pursuant to this Order. Documents and Discovery marked "OUTSIDE ATTORNEYS' EYES ONLY SOURCE CODE" shall be treated as "CONFIDENTIAL - OUTSIDE ATTORNEYS' EYES ONLY - SOURCE CODE" pursuant to this Order.

(iv) Documents and Discovery marked "CONFIDENTIAL BUSINESS INFORMATION" in ParkerVision ITC shall be treated as "CONFIDENTIAL - OUTSIDE ATTORNEYS' EYES ONLY" pursuant to this Order. Documents and Discovery marked "CONFIDENTIAL SOURCE CODE SUBJECT TO PROTECTIVE ORDER" in ParkerVision ITC shall be treated as "CONFIDENTIAL - OUTSIDE ATTORNEYS' EYES ONLY - SOURCE CODE" pursuant to this Order.

(v) Any Documents and Discovery previously clawed-back on the basis of privilege in the ParkerVision I, ParkerVision II, or ParkerVision ITC cases shall not be considered produced and usable in this Action.

(vi) Nothing herein shall prevent any party from seeking additional protection for any particular materials.

(vii) Nothing herein precludes a party from seeking additional discovery it deems necessary to further its claims and causes of action in this Action. Further, noting in this Order precludes a producing party from objecting to such requests as unreasonable in number, timing or scope, provided that a producing party shall not object to reasonable requests for higher resolution images if the document as originally produced is illegible or difficult to read.

(viii) As used in this paragraph, "Documents and Discovery" produced shall be interpreted to include: deposition, hearing, and trial transcripts, including deposition and trial exhibits; written witness examinations; expert reports; pleadings and briefing; demonstratives; all documents and things produced by ParkerVision, Qualcomm, or Apple during the course of discovery; and any written discovery responses by ParkerVision, Qualcomm, or Apple, such as responses to interrogatories and requests for admission. Documents and Discovery shall also include print-outs of any ParkerVision, Qualcomm, or Apple schematics. Documents and Discovery from third-parties shall not be deemed produced and usable in this Action absent a new subpoena or approval from the third party. Documents and Discovery shall also not include any e-mails produced in ParkerVision II.

Dated: October 25, 2019

SMITH HULSEY & BUSEY

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Counsel for Defendant Apple Inc.

DONE AND ENTERED at Jacksonville, Florida, this 28th day of October 2019.

Joel B. Toomey

JOEL B. TOOMEY
United States Magistrate Judge

EXHIBIT A

I, _____, acknowledge and declare that I have received a copy of the Protective Order ("Order") in *ParkerVision v. Apple, Inc., et. al,* United States District Court, Middle District of Florida, Civil Action No. 3:15-cv-01477. 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 the 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]