

Exhibit A

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

IN RE MICROSOFT CORP.
ANTITRUST LITIGATION

This Document relates to:

MDL Docket No. 1332

All Competitor Cases

Hon. J. Frederick Motz

(*RealNetworks, Inc. v. Microsoft Corp.*,
Civil Action No. JFM-04-968;
Novell, Inc. v. Microsoft Corp.,
Civil Action No. JFM-05-1087)

* * * * *

AMENDED STIPULATED PROTECTIVE ORDER
RE COMPETITOR CASES INCORPORATING THE NOVELL AMENDMENT

1. The parties to the Competitor Cases, as defined below, having determined that certain documents and information produced or to be produced during discovery in this litigation should be kept confidential to protect the legitimate business interests of the parties and their customers, business partners, and other persons, including non-parties to this action, and good cause having been shown, it is this _____ day of _____, 2005, by the United States District Court for the District of Maryland, ORDERED.¹

¹ This Order shall immediately govern the production of all information or documents other than source code. Neither RealNetworks nor Novell has reached an agreement with Microsoft as to access to source code. RealNetworks, Novell, and Microsoft will provide for such access, if any, by further amendment to the Protective Order.

Definitions

2. For purposes of this Order:

(a) "Document" includes all tangible written, recorded or graphic material, and intangible data files, such as magnetic computer files, whether produced or created by a party or another person, and whether produced pursuant to any state or federal discovery rules, by agreement or otherwise, and includes, without limitation, documents, interrogatory answers, responses to requests for admission, deposition transcripts and exhibits, trial transcripts or other court transcripts, pleadings, motions, affidavits, declarations, affirmations, briefs, or other filings, and any portion of any of the above.

(b) "Competitor Cases" and "these actions" as used in this Amended Protective Order mean *RealNetworks, Inc. v. Microsoft Corp.*, Case No. C03-05717 JW EAI (N.D. Cal.), JFM-04-968 ("*RealNetworks v. Microsoft*"); and *Novell, Inc. v. Microsoft Corp.*, Case No. 2:04CV01045 TS (D. Utah), JFM-05-1087 ("*Novell v. Microsoft*"); and any other competitor plaintiff cases transferred to MDL 1332 where the parties therein are added to this Order pursuant to amendment thereto.

(c) "Consumer Cases" means the consumer plaintiffs' actions previously transferred to this Court and consolidated in MDL Docket No. 1332.

(d) "Confidential Information" means any trade secret or other confidential research, design, development, financial, or commercial information (as defined by federal law) contained in any document or testimony.

(e) "Highly Confidential Information" shall include any trade secret or other confidential research, design, development, or commercial information contained in any

document or deposition testimony as such terms are used in Rule 26(c)(7) of the Federal Rules of Civil Procedure and any applicable case law interpreting Rule 26(c)(7) that is entitled to a higher level of protection due to its commercial sensitivity.

All protections applicable under this Order to Confidential Information apply as well to Highly Confidential Information.

(f) "Party" means all parties to the Competitor Cases, including RealNetworks, Inc., Novell, Inc., and Microsoft Corp.

(g) "Disclosing party" means any party or third party that discloses Confidential Information or Highly Confidential Information in the Consumer Cases or the Competitor Cases.

(h) "Third party" means any natural person, partnership, corporation, association, or other legal entity not named as a party to this action.

Permissible Use of Confidential or Highly Confidential Information

3. All persons obtaining access to Confidential or Highly Confidential Information in the Competitor Cases shall use the documents or information only for preparation and trial of the Competitor Cases, including any appeal or retrial, or any other actions added to this Order pursuant to amendment thereto provided that disclosure of any such Confidential or Highly Confidential Information will be made only to persons added to this Order pursuant to amendment thereto. All persons obtaining access to Confidential or Highly Confidential Information shall not use such documents or information for any other purpose, including, without limitation, for business or governmental purposes or for any administrative or other judicial proceeding. This Order shall not restrict the use or disclosure

of documents or information not obtained as a result of the Competitor Cases or otherwise publicly available.

4. Confidential or Highly Confidential Information shall not be copied or reproduced for use in the Competitor Cases except to the extent such copying or reproduction is reasonably necessary to the conduct of the Competitor Cases, and all such copies or reproductions shall be subject to the terms of this Order. If the duplicating process by which copies or reproductions of Confidential or Highly Confidential Information are made does not preserve the confidentiality designation that appears on the original documents, all such copies or reproductions shall be stamped "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" as appropriate.

Designation of Confidential or Highly Confidential Information

5. Following entry of this order, a party or third party may designate documents or information provided as Confidential or Highly Confidential by placing on or affixing to a document containing such information (in such manner as will not interfere with the legibility thereof) the words "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" on each page of the document entitled to such designation.

Documents were previously produced in *Sun v. Microsoft*, pursuant to the protective order that was entered by the Northern District of California. All documents previously produced in *Sun v. Microsoft* with a "Confidential" designation shall be deemed "Highly Confidential" under the terms of this Order and shall be subject to all of the restrictions and other provisions applicable to documents and information designated as "Highly Confidential" under this Order. This provision applies to all documents produced

with the following production number prefixes during the preliminary injunction discovery phase: (1) MS and MSSunII for documents produced by Microsoft; (2) SUN, SUN-2, SUN-R, SM and SUNEK for documents produced by Sun; and (3) BANFIELD, BEHLENDORF, CARLTON, EBERT, FRAZIER, GOREN, HAMEL, LANOVAZ, LIMP, MANES, MOSKOWITZ, MURPHY, OWENS, ROSS, SIMON, SY and WASCH for documents produced by declarants and other third parties.

Similarly, all deposition testimony and all other documents or filings (including declarations, discovery responses, motions and memoranda filed with the Northern District of California in *Sun v. Microsoft* or with this Court in this action) designated as "Confidential" under the initial *Sun v. Microsoft* protective order shall be deemed "Highly Confidential" under the terms of this Court's Protective Order and shall be subject to all of the restrictions and other provisions applicable to "Highly Confidential" documents and information. In addition, with regard to discovery in *Sun v. Microsoft* prior to entry of the Amended Stipulated Order Re Competitor Cases entered on October 31, 2002, all documents produced by Sun, Microsoft or any third party, all depositions of Sun, Microsoft or third party witnesses, and all discovery responses provided by Sun or Microsoft shall be used solely for the purpose of conducting these actions and not for any other purpose, regardless of whether those documents, depositions or discovery responses were designated "Confidential" under the *Sun v. Microsoft* protective order.

Except as set forth in the immediately preceding paragraph (addressing the prior discovery in *Sun v. Microsoft*), to the extent that documents and information have been or are produced in the Competitor Cases relating to other actions, including prior document productions and any other documents or information from other actions, the protective order

provisions governing those materials shall be superseded by this Order and those materials shall be deemed designated under this Order as follows: (1) documents and information previously designated as confidential shall be deemed Confidential Information under this Order; and (2) documents and information designated as highly confidential or "attorneys' eyes only" shall be deemed Highly Confidential Information under this Order.

6. A designation of confidentiality shall constitute a representation to the Court, made in good faith, that the Confidential or Highly Confidential Information is not reasonably believed to be already in the public domain, and that counsel believes that the information so designated constitutes Confidential or Highly Confidential Information as defined in this Order.

7. Transcripts of depositions taken in the Competitor Cases shall be given the protections afforded Highly Confidential Information under this Order for a period of thirty (30) days after a complete copy of the final transcript has been provided to the deponent or his or her counsel in order to give the parties and third parties an opportunity to designate information contained in that transcript as Confidential or Highly Confidential Information.

8. No more than thirty (30) days after receipt of the complete final transcript, counsel for any of the parties or the deponent may designate the portions of the deponent's deposition that qualify as Confidential or Highly Confidential Information by page number and line number. Such designation shall be communicated in writing to all parties. Any party or deponent may also designate specific testimony or transcript pages as Confidential or Highly Confidential Information by notice on the record at the deposition, provided that the party or deponent making such a designation must also provide its designations in writing to all parties, with page and line references, no more than thirty (30) days after

receipt of the complete final transcript.

9. The burden of proving that any information is Confidential or Highly Confidential shall remain with the party or third party making such designation.

**Permissible Disclosure of Confidential Information or
Highly Confidential Information**

10. Confidential Information may be disclosed only to:

(a) Current or former employees, officers, partners or directors of the parties, provided that counsel has a good faith basis for believing that, with respect to former employees, officers, partners, or directors (collectively, "former employees"), from the face of the document containing Confidential Information, from the content of the Confidential Information, or from a foundational inquiry to the former employee prior to revealing the substantive contents of the document or information, that the former employee had access to said material when they held said positions, and provided that upon the first indication that such former employee did not in fact have prior access to the Confidential Information, counsel must immediately refrain from any further disclosure to that former employee;

(b) Counsel of record for the parties to this action, including in-house attorneys, paralegal assistants and secretaries; outside attorneys, including partners, associates, paralegal assistants and secretaries; and employees, agents or contractors of counsel of record (including reputable litigation support firms) to the extent reasonably necessary to render professional services in this action and provided that such persons are actively engaged in the prosecution or defense of this action;

(c) Anticipated and actual deponents, trial witnesses and hearing witnesses in this action, but only as necessary to their testimony or anticipated testimony (and, in the

case of trial or hearings, subject to the procedures to be established pursuant to ¶ 21);

(d) Persons identified in a document designated as Confidential as an author of the document in part or in whole, or persons to whom a copy of such document was sent prior to its production in this action;

(e) Court officials involved in this action;

(f) Court reporting personnel involved in taking or transcribing testimony in this action; and

(g) Outside consultants or experts retained for the purpose of assisting counsel in this action, provided that they comply with the requirements of ¶ 13.

11. In the absence of written permission from the disclosing party or an order of the Court, Highly Confidential Information may be disclosed only to:

(a) Current or former employees, officers, partners or directors of the party designating the material as Highly Confidential, provided that counsel has a good faith basis for believing that, with respect to former employees, officers, partners, or directors (collectively, "former employees"), from the face of the document containing Highly Confidential Information, from the content of the Highly Confidential Information, or from a foundational inquiry to the former employee prior to revealing the substantive contents of the document or information, that the former employee had access to said material when they held said positions, and provided that upon the first indication that such former employee did not in fact have prior access to the Highly Confidential Information, counsel must immediately refrain from any further disclosure to that former employee;

(b) Outside counsel of record for the parties in the Competitor Cases, including attorneys, paralegal assistants, stenographic, litigation support and clerical

employees and agents or contractors of counsel of record (including reputable litigation support firms) to the extent reasonably necessary to render professional services in this action and provided that such persons are actively engaged in the prosecution or defense of this action and are working under the supervision of counsel;

(c) In-house counsel as designated and agreed to by the parties, as follows:

RealNetworks v. Microsoft: David Stewart, Lindsey N. Godfrey, and up to one RealNetworks attorney to be designated and agreed to at a future date (who will be an internal lawyer at RealNetworks), which approval shall not be unreasonably withheld, and Thomas W. Burt, Richard J. Wallis, and Gregory P. McCurdy (internal lawyers at Microsoft). Prior to any Highly Confidential Information being disclosed to any in-house attorney identified in this Paragraph, that attorney shall execute a declaration in a form negotiated between Microsoft and RealNetworks (or, if they are unable to agree, as ordered by the Court), setting forth his or her current job responsibilities and providing adequate assurances to the other Party that the declarant's access to such documents will not present undue business or competitive concerns for such other Party.

Novell v. Microsoft: Jim Lundberg, Ryan Richards, and Stirling Adams (internal lawyers at Novell) and Thomas W. Burt, Richard J. Wallis, and Steven J. Aeschbacher (internal lawyers at Microsoft). Prior to any Highly Confidential Information being disclosed to any in-house attorney identified in this Paragraph, that attorney shall execute a declaration in a form negotiated between Microsoft and Novell (or, if they are unable to agree, as ordered by the Court), setting forth his or her current job responsibilities and providing adequate assurances to the other Party that the declarant's access to such documents will not present undue business or competitive concerns for such other Party.

and any paralegal assistants, stenographic and clerical employees working under the direct supervision of such in-house counsel;

(i) In the event of a new designation of in-house counsel or changed circumstances regarding in-house counsel previously designated that would be relevant to the propriety of such a designation, if the producing party objects to the disclosure of Highly Confidential Information to the in-house counsel identified pursuant to this paragraph, the producing party may seek relief from the Court. The moving party must show with particularity that it will be prejudiced by disclosure of the Highly Confidential Information to that individual (or

individuals). If such motion is filed, there can be no further disclosure to the individual(s) until the motion is finally decided.

(ii) Whenever Highly Confidential Information is disclosed to the in-house counsel identified pursuant to this paragraph, those persons agree (1) to segregate documents containing such information from other documents in their respective legal departments; and (2) to maintain them in a locked office or room in their respective legal departments or to maintain them at the offices of outside counsel and not in their respective legal departments.

The parties, by mutual written agreement, may substitute or increase the number of designated in-house attorneys.

(d) Deponents, trial witnesses and hearing witnesses in this action (in the case of trial or hearings, subject to ¶ 21), but only in the course of actual examination and only as necessary to their testimony or anticipated testimony, and provided that such deponent or witness (and counsel to the deponent or witness, if not counsel to a party) may not retain or otherwise receive outside of the examination a copy of such information by virtue of this provision;

(e) Persons identified in a document designated as Highly Confidential as an author of the document in part or in whole, or persons to whom a copy of such document was sent prior to its production in this action;

(f) Court officials involved in this action;

(g) Court reporting personnel involved in taking or transcribing testimony in this action; and

(h) Outside consultants or experts retained for the purpose of assisting counsel in this action, provided that they comply with the requirements of ¶¶ 13 and 14. Absent prior written consent from the disclosing party, Highly Confidential Information may not be disclosed to any consultant or expert if that person is a current employee of a party or

was employed by a party within six (6) months prior to the disclosure.

(i) Highly Confidential Information produced by Microsoft, RealNetworks, and Novell also may be disclosed to up to three employees who are full-time, paid employees of RealNetworks, Novell, and Microsoft respectively (other than designated in-house counsel and their paralegals) and who are needed by counsel for RealNetworks, Novell, or Microsoft to work directly on this litigation and provide technical advice, with disclosure only to the extent necessary to perform such work, provided that the employees to whom such disclosure is to be made have been identified and approved in writing in advance by the disclosing party. For purposes of this written approval requirement, a party seeking to designate a technical advisor pursuant to this paragraph shall, prior to disclosing any Highly Confidential Information to such employee, provide the other party with a declaration from such employee indicating his or her name and current position and stating that he or she is not in a position to use the information to develop or design current or future competing products. Approval of employees designated under this paragraph, and providing such a declaration, shall not be unreasonably withheld. RealNetworks, Novell, and Microsoft may, by mutual written agreement, change the number of designated employees or substitute one designated employee for another. Assuming the other terms of this provision are satisfied, this provision applies immediately to all information or documents produced by RealNetworks, Novell, or Microsoft other than source code. Neither RealNetworks nor Novell has reached an agreement with Microsoft as to access to source code. RealNetworks, Novell, and Microsoft will provide for such access, if any, by further amendment to the Protective Order.

12. Notwithstanding the provisions of ¶¶ 10 and 11 hereto, a person or party is

free to disclose its own Confidential and Highly Confidential Information without restriction. Moreover, nothing shall prevent disclosure beyond the terms of this Order if the party or other person designating the documents as Confidential or Highly Confidential Information expressly consents to such disclosure, either in writing or on the record in any proceeding in the Competitor Cases. Nothing in this paragraph shall limit a party's ability to argue that such disclosure constitutes a waiver of any applicable privilege.

Subject to the provisions of this order, each party to the Competitor Cases (including in-house counsel for any party designated pursuant to ¶ 11(c) above and any paralegal assistants, stenographic and clerical employees working under the direct supervision of such in-house counsel) shall have the right to inspect and copy any documents produced or information disclosed in the Competitor Cases or the Consumer Cases (including former competitor cases brought by Sun Microsystems, Inc., Be, Inc., Netscape Communications Corp., and Burst.com, Inc.), subject to (i) notice being provided to any third party, including any current or former party to this MDL proceeding (other than the signatories to this Amendment) who, prior to entry of the Novell Amendment, produced documents that are subject to this provision, and (ii) resolution of any objections raised by such a third party. If a third party does not object within twenty days of the sending of such notice, any objection shall be deemed waived and the party to the Competitor Cases may have access to that third party's documents and information.

Confidentiality Declaration

13. Before any person described in ¶¶ 10(g), 11(h) or 11(i) is given access to Confidential or Highly Confidential Information, the individual to whom disclosure is to be

made shall first read this Order and then sign and date a declaration substantially in the form of the Agreement Concerning Confidentiality attached hereto as Exhibit A. A copy of such declarations shall be held by counsel of record for the party disclosing the Confidential or Highly Confidential Information. The declarations executed pursuant to this paragraph shall only be discoverable upon order of the Court for good cause shown in the context of a bona fide dispute about compliance with this Order.

At least 14 days prior to disclosing Highly Confidential Information described in ¶ 2(e) to any person described in ¶ 11(h) who is currently an employee of a known competitor of the designating party, the person or party making such disclosure shall provide counsel for the designating party with a copy of the declaration signed by the expert or consultant to whom disclosure is being made and shall disclose the identity of the present employer of the expert or consultant. The information provided to counsel for the designating party pursuant to this provision shall be afforded Highly Confidential treatment and shall not be used for any purpose other than monitoring compliance with this protective order or in the context of a bona fide dispute regarding enforcement of this protective order. Except as to issues related to enforcement of this protective order, the information disclosed pursuant to this paragraph shall not be offered in evidence, used for impeachment or offered in support of any argument going to the merits of claims or defenses or the qualifications of expert witnesses. No potential expert or consultant disclosed under this paragraph may be interviewed, deposed or retained by a party to whom disclosure was provided, except that after such time as an expert has been publicly designated as a testifying expert, discovery may be taken in accordance with applicable provisions of the Federal Rules of Civil

Procedure. No disclosure of information pursuant to this paragraph shall constitute a waiver of the protections of the work product doctrine.

14. A party designating documents or information as Confidential or Highly Confidential may object to the disclosure of such documents to any person described in ¶ 11(h) whose identity has been disclosed pursuant to ¶ 13 by giving written notice to the producing party and to all other parties. If such dispute cannot be resolved within ten (10) business days of receipt of such notice, the objecting party may file a motion with the Court for a ruling seeking to prevent such disclosure. No disclosure shall be made to the attorney, expert or consultant until the objecting party's motion has been decided.

15. Confidential or Highly Confidential Information may be disclosed to any person referred to in ¶¶ 10(a) or (c) or ¶¶ 11(a) or (d), in addition to the conditions specified in those subparagraphs, only on the condition that such person is provided with a copy of this Order and is informed that he or she is bound by this Order. Such person shall be bound by this Order. A party wishing to disclose Highly Confidential Information to a person referred to in ¶ 11(d) prior to the time of deposition, hearing or trial may request permission from the designating party to make such disclosure. If the designating party agrees, such disclosure shall be permitted. If the parties interested in such a matter cannot informally resolve the matter, application may be made to the Court for permission to make such disclosures.

16. Counsel for the parties to whom Confidential or Highly Confidential Information has been furnished shall be responsible for restricting disclosure in accordance with the provisions of this Order.

Filing Under Seal

17. Confidential or Highly Confidential Information shall not be filed with the clerk except when required by Court rule or in connection with motions or applications submitted to the Court. Any Confidential or Highly Confidential Information, and any court papers containing or referring to Confidential or Highly Confidential Information (including, without limitation, deposition transcripts, exhibits, briefs, affidavits and affirmations), if filed, shall be filed under seal while in the clerk's office as long as the documents or information retain their status as Confidential or Highly Confidential. Where possible, only confidential portions of filings with the Court shall be filed under seal. A public copy of such court papers with all Confidential or Highly Confidential Information redacted therefrom may also be filed in the Clerk's office. Documents filed under seal shall be filed together with a simultaneous motion pursuant to Rule 105.11 of the Local Rules of the United States District Court for the District of Maryland and shall be placed in an envelope bearing the following legend:

This document is filed under seal in *In Re Microsoft Corp. Antitrust Litigation*, MDL No. 1332, pursuant to the Amended Stipulated Protective Order entered on _____, 2005. The document contains Confidential Information [or Highly Confidential Information], within the meaning of the Order. Unless ordered by the Court or authorized in writing by the party filing this document, no person shall have access to the contents of this envelope.

This provision may be amended to provide for electronic filing under seal by subsequent order of the Court. If anyone challenges the filing of such documents under seal, the party that designated the information as Confidential or Highly Confidential bears the burden of establishing the propriety of such filing.

Challenges to Designations of Confidentiality

18. Any party may after attempting to resolve the matter by agreement, apply by motion to the Court for a ruling that certain documents or testimony designated as Confidential or Highly Confidential, or the information therein, are not entitled to confidential status or protection or, if designated Highly Confidential, are entitled only to be designated as Confidential. It is understood and agreed that the producing party will have the burden of establishing the grounds for confidential treatment of the document or testimony at issue. The confidential status of the documents, testimony, or information at issue shall be maintained pending the Court's ruling on the motion and any appeal therefrom.

Nonwaiver of Privileges

19. The inadvertent production in the course of discovery in the Competitor Cases of any document or information (whether designated as confidential or not) shall not be deemed to waive whatever attorney-client privilege, work product protection or other privilege or immunity that would otherwise attach to the document or information produced or to other documents or other information, as long as the producing party or person, promptly after discovery, notifies the other party or parties of the claim of privilege or other protection or immunity. Upon such notice, the other party or parties shall promptly destroy all copies of the documents or information referred to and notify the producing party or person that it has done so. Such destruction and notice shall not constitute an acknowledgement that the claimed document or information is in fact privileged or entitled to the protections or immunity.

Nonwaiver of Objection to Discovery

20. Nothing herein shall affect any party's or person's right to object to any discovery request, including the right to assert that no discovery should be had of certain documents or information. Nor shall anything herein affect any party's right to seek the production of documents, testimony or information from any other source.

Use of Confidential or Highly Confidential Information at Trial

21. Confidential or Highly Confidential Information may be offered in evidence at trial or offered in any hearing subject to procedures to be established by the parties and Court to govern the use and protection of such information.

Subpoenas Seeking Confidential or Highly Confidential Information

22. If any party or person that has obtained Confidential or Highly Confidential Information under the terms of this Order receives a subpoena or other legal process commanding the production of any such documents or information (the "subpoena"), such party or person shall promptly notify the party or person that designated the information or documents as Confidential or Highly Confidential of the service of the subpoena. The party or person receiving the subpoena shall not produce any Confidential or Highly Confidential Information in response to the subpoena without either the prior written consent of the party or person that designated the documents or information as Confidential or Highly Confidential Information, or an order of a court of competent jurisdiction. However, the party or person that designated such Confidential or Highly Confidential Information in such case shall have the burden of seeking a court order relieving the subpoenaed party or person

of the obligations of the subpoena prior to the return date of such subpoena, or the subpoenaed person or party shall be relieved of its obligations under this paragraph.

Procedure Upon Termination of Litigation

23. The provisions of this Order shall not terminate at the conclusion of the Competitor Cases, either collectively or individually. Within 30 days after a final determination of any Competitor Case that terminates the status of any entity as a party to the Competitor Cases, whether through settlement or final judgment (including any and all appeals therefrom), the entity that is no longer a party will, at the option of the disclosing party, either return to the disclosing party or destroy all materials and documents containing Confidential or Highly Confidential Information, including all copies and all electronic databases, images and other electronic records that contain Confidential or Highly Confidential Information. The sole exception to this requirement is that outside counsel for the party may maintain a copy of (i) trial transcripts and trial exhibits admitted into evidence; (ii) declarations executed pursuant to ¶ 13 of this Order; and (iii) pleadings and other filings with the Court (excluding any depositions and discovery responses), correspondence and legal memoranda maintained in its files. All Confidential and Highly Confidential Information retained under this exception shall remain subject to the terms of this Order, including all restrictions and conditions on use or distribution of such Confidential and Highly Confidential Information, and the Court shall retain jurisdiction to enforce the terms of this Order. Under no circumstances may (i) in-house counsel for a party maintain any Confidential or Highly Confidential Information of another party in any form following termination of that entity's status as a party; or (ii) outside counsel who no longer represents

a party to the Competitor Cases maintain any sets or compilations containing Confidential or Highly Confidential Information (in paper or electronic form) of another party or any depositions or discovery responses containing such information. In the event that this Order requires destruction or return of Confidential or Highly Confidential Information that is contained in privileged documents or work product, such privileged documents or work product shall be destroyed but need not be not returned to the disclosing party. All parties or persons that received Confidential or Highly Confidential Information shall certify compliance with this section and shall deliver same to counsel for the party or person that produced the Confidential or Highly Confidential Information not more that 60 days after the final conclusion of the pertinent action.

Superseding of Prior Protective Orders

24. This Amended Stipulated Protective Order shall supersede the Amended Stipulated Protective Order Dated May 11, 2004 (the "May 2004 Order") to the extent the May 2004 Order governs *RealNetworks v. Microsoft*. This Amended Stipulated Protective Order does not supersede any other protective order.

Amendment of this Order

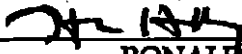
25. The provisions of this Order may be modified only by Order of the Court. Any party or third party is free to request such modification.

ENTERED this ____ day of _____, 2005.

HONORABLE J. FREDERICK MOTZ
UNITED STATES DISTRICT JUDGE

AGREED TO:

Date 6/20/05


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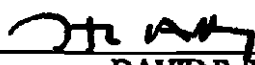
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AGREED TO:

Date 6/20/05


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Date 6-20-05



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Exhibit A

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

IN RE MICROSOFT CORP.
ANTITRUST LITIGATION

MDL NO. 1332

AGREEMENT CONCERNING CONFIDENTIALITY

I, _____, hereby certify that:

1. I have read the Stipulated Protective Order entered in the above-captioned action and understand its terms.
2. I agree to be bound by the terms of the Stipulated Protective Order. I agree to use the information provided to me in this case only for purposes of this litigation.
3. I understand that my failure to abide by the terms of the Stipulated Protective Order entered in the above-captioned action may subject me, without limitation, to civil and criminal penalties for contempt of court.
4. I submit to the jurisdiction of the court in the above-captioned action for the purpose of enforcing the terms of the Stipulated Protective Order and freely and knowingly waive any right that I may otherwise have to object to the jurisdiction of said court.

Date: _____ Signature: _____

Print Name: _____

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

FILED
U.S. DISTRICT COURT
DISTRICT OF MARYLAND

2008 FEB 12 A 11:12

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AT BALTIMORE

IN RE MICROSOFT CORP.
ANTITRUST LITIGATION

This Document Relates to:
Novell, Inc. v. Microsoft Corporation,
Civil Action No. JFM-05-1087

BY _____ DEPUTY

MDL Docket No. 1332
Hon. J. Frederick Motz

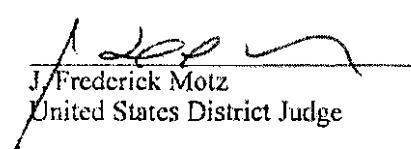
~~PROTECTIVE~~ ORDER

Upon consideration of the parties' stipulated request to amend the Amended
Stipulated Protective Order Re Competitor Cases Incorporating The Novell Amendment, as
approved on June 24, 2005, it is hereby

ORDERED that the protective order in this case is amended as follows:

The first sentence of Paragraph 19 is amended to read: "The production in the course of
discovery in the Competitor Cases of any document or information (whether designated as
confidential or not) shall not be deemed to waive whatever attorney-client privilege, work
product protection or other privilege or immunity that would otherwise attach to the
document or information produced or to other documents or other information, as long as the
producing party or person, after discovery, notifies the other party or parties of the claim of
privilege or other protection or immunity."

Signed this ¹¹ ~~12~~ FEBRUARY day of January, 2008


J. Frederick Motz
United States District Judge