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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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| IN RE OPENWAVE SYSTEMS | |
| SECURITIES LITIGATION | |
| ----- | |
| THIS DOCUMENT RELATES TO: | MASTER FILE |
| ALL ACTIONS | 07 Civ. 1309 (DLC) |
| ----- | ECF Case |
| | |
| | x |

STIPULATED PROTECTIVE ORDER

The parties, by their respective counsel, hereby agree and stipulate, pursuant to Federal Rule of Civil Procedure 26(c), subject to the approval of the Court, that the following Stipulated Protective Order shall govern the disclosure, handling and use of documents, depositions, deposition exhibits, interrogatory responses, admissions, and any other information or material produced, given, or exchanged by, among, or between the parties or non-party signatories ("Discovery Materials") in connection with discovery in IN RE OPENWAVE SYSTEMS SECURITIES LITIGATION, MASTER FILE 07 Civ. 1309 (DLC) (the "Action").

1. When used in this Stipulation and Order, the word "document" shall include, without limitation, all original written, recorded, electronic or graphic materials, and all copies thereof. A party, person, or entity that produces or discloses Discovery Materials in connection with this Action shall be referred to herein as the "Disclosing Party."

2. This Stipulated Protective Order shall apply to all information and documents provided by any party or non-party, either voluntarily or pursuant to a request for the production of documents or a subpoena duces tecum, in the course of this litigation, whether written,

electronic, oral, visual, or contained in documents, transcripts, or in any other form. Any party or non-party may, subject to the provisions of this Stipulated Protective Order, designate as "Confidential Material" any testimony, information or document obtained during discovery in this Action that the Disclosing Party reasonably and in good faith believes reveals a trade secret, confidential research, development, or personal information or non-public financial or commercially sensitive information that requires the protections provided by Section 7 of this Stipulated Protective Order or that otherwise is entitled to protective treatment under Rule 26(c) of the Federal Rules of Civil Procedure, including any portion thereof and any summaries, abstracts, or other information derived therefrom, that can appropriately be designated in good faith as confidential.

3. All information, whether or not designated as Confidential Material, that is produced, provided or exchanged in the course of this Action (other than information that is publicly available) shall be used by the party or parties to whom the information is provided solely for the prosecution or defense of this litigation, and not for any business, competitive, or governmental purpose or function whatsoever, and not in connection with any other action or proceeding.

4. Testimony given at a deposition may be designated as Confidential Material by making a statement to that effect on the record during the deposition. The deponent or deponent's counsel shall advise the court reporter and counsel of record of the beginning and end of the testimony containing Confidential Material orally at the deposition. Alternatively, within twenty-one (21) days after receipt of a final transcript or recording of a deposition the parties also may designate such transcript or recording or any portion thereof, by notifying all parties, in writing, of the specific pages and lines of the transcript or recording which should be treated as

Confidential Material. All deposition transcripts or recordings shall be treated as Confidential Material under the terms of this Protective Order for twenty-one (21) days after receipt of the transcript or recording, or until written notice of a designation is received, whichever occurs first.

5. To designate information or material (other than deposition or hearing transcripts) as Confidential Material, the Disclosing Party shall stamp such material "Confidential-Subject To Protective Order". Such markings will be made in a manner which does not obliterate or obscure the content of the document or other tangible Discovery Material. Where such marking of each piece of such material is impossible or impractical, the producing party shall designate in writing that information or material that it regards as containing Confidential Material at the time of its production. The attorneys of record are responsible for employing reasonable measures, consistent with this Stipulated Protective Order, to control access to, duplication of and distribution of copies of material stamped "Confidential".

6 Any summary, compilation, notes, excerpt, copy, electronic image or database containing material and/or information designated as "Confidential" shall be subject to the terms of this Stipulated Protective Order to the same extent as the material or information from which such summary, compilation, notes, excerpt, copy, electronic image, or database is made or derived.

7. The parties agree that Confidential Material will not be disclosed to persons other than (a) the parties; (b) the parties' counsel and the regular and temporary employees and service vendors of such counsel (including outside copying services and outside litigation support services) assisting in the conduct of the Action, *provided, however*, that such disclosure may solely be for use in accordance with this Stipulated Protective Order; (c) experts or consultants and their employees and/or staff members engaged to assist counsel for a party in the Action;

(d) any witness, whether at trial, a hearing or deposition, and counsel for that witness, to the extent a party or its counsel determines in good faith that such disclosure is necessary for purposes of prosecuting or defending this litigation; (e) the Court, Court personnel, any juror or any court reporter employed in this action; (f) outside vendors, such as copy services, computer services or litigation support services, including deposition stenographers and videographers, to the extent necessary for the prosecution or defense of this Action; (g) counsel for insurance companies that may be liable to satisfy part or all of a judgment that may be entered in this Action; (h) any person who previously prepared or received such Confidential Discovery Materials; and (i) any other person only upon order of the Court or upon stipulation of the Designating Party. Confidential Material shall not be disclosed to any person identified in category (c) or (d) above until such person has been shown a copy of this Stipulated Protective Order and has first agreed in writing to be bound by the terms of this Stipulated Protective Order by executing the Acknowledgment attached hereto as Exhibit 1.

8. If any party wishes to submit Confidential Material to the Court prior to the trial of this action, the party shall, unless directed by the Court to do otherwise, submit such Confidential Material "under seal" by filing such Confidential Material in a sealed envelope or other appropriate sealed container marked on the outside with the title of the Action, an identification of each item within and a statement substantially as follows: "CONFIDENTIAL MATERIAL FILED UNDER SEAL." Within ten (10) days after the filing of any Confidential Material under seal with the Court, the parties shall meet and confer regarding any Confidential Material designations. In the event of a dispute regarding a designation of confidentiality, the parties shall each submit a letter to the Court - each letter not to exceed two pages - detailing the dispute. If no disputes exist, the party who filed the Confidential Material under seal, shall file in

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the public record a redacted version of the motion, brief or memoranda and any accompanying exhibits.

9. Confidential Material may be used to examine or cross-examine any witness or retained expert at any hearing, deposition or trial of this Action.

10. Inadvertent failure to designate material as Confidential Material at the time of production shall not be deemed a waiver of the producing party's right to so designate the material and may be remedied by supplemental written notice within a reasonable time after such failure to designate is known. If such notice is given, all material so designated shall be fully subject to this Stipulated Protective Order as if it had been initially designated as Confidential Material. After any designation is made in accordance with this paragraph, counsel for all parties shall be responsible for marking all previously unmarked copies of the designated material within their possession or control as Confidential Material. Further, the inadvertent disclosure by a producing party or non-party of Confidential Material during the course of this Action, regardless of whether the information was so designated at the time of disclosure, shall not be deemed a waiver in whole or in part of a party's or non-party's claim of confidentiality, either as to the specific information disclosed or as to any other information relating thereto or on the same or related subject matter. Counsel for the parties and or non-parties shall, in any event, upon discovery of the inadvertent disclosure cooperate to restore the confidentiality of the Confidential Material that was inadvertently disclosed.

11. A party's compliance with the terms of this Stipulated Protective Order shall not operate as an admission that any particular testimony, information or document provided or produced by any other part or non-party is or is not (a) confidential, or (b) privileged. The inadvertent production or disclosure of any information or documents protected by the attorney-

client privilege, the attorney work product doctrine, a joint defense privilege or any other applicable privilege shall not constitute, or be considered as a factor suggesting a waiver or impairment, in whole or in part, of a party or non-party's claim of such privilege or protection either as to the specific information disclosed or any other information relating thereto or on the same or related subject matter. In the event of inadvertent production or disclosure of any material or information that the Disclosing Party believes is subject to a claim of privilege or protection, the Disclosing Party may provide written notice that privileged or protected material or information has been inadvertently produced or disclosed. Within five (5) business days of receipt of such notice, any individual or entity that has received such privileged material or information shall (a) destroy or return to the producing party all such privileged or protected material or information and all copies thereof in its possession, custody or control and shall certify in writing that it has done so, or (b)(i) notify the Disclosing Party of the receiving party's challenge to the designation of privilege or protection, and (ii) sequester the subject material and refrain from using or disclosing the material or information, except for purposes of submitting said material for *in camera* review by the Court, unless and until such claim is resolved. If the receiving party disclosed the material or information before being notified of its privileged or protected nature, the receiving party shall take all reasonable steps to reclaim and return any such privileged material, and shall certify in writing that it has done so. In the event that the receiving party challenges a designation of privilege or protection of inadvertently disclosed information, the parties shall promptly meet and confer to determine if it will be necessary to have the Court resolve the matter. If the parties are able to agree or the Court concludes that the subject material is privileged or protected, the receiving party shall promptly destroy or return to the producing

party all such privileged or protected material or information and all copies thereof in its possession, custody or control and shall certify in writing that it has done so.

12. Nothing herein shall be construed to affect in any way the admissibility of any testimony, document or other evidence. Nothing herein shall be construed to limit in any way any party's use of its own Confidential Material.

13. All Confidential Material, and copies thereof (other than copies of documents filed with the Court) shall be destroyed or returned to the parties (at the election of the parties) within thirty (30) days of a final adjudication (including any appeals) or other termination of this litigation. If a party chooses to destroy documents after the litigation has concluded, that party shall certify such destruction in writing to the producing party upon written request for such certification by the Disclosing Party.

14. This Stipulated Protective Order shall continue in effect after termination of this Action and continue to be binding on all persons to whom information or material in this Action was provided.

15. If Confidential Material is disclosed to or comes into the possession of any person other than in a manner authorized in this Stipulated Protective Order, the party responsible for the disclosure shall immediately inform the other parties in possession of such Confidential Material pursuant to the terms of this Stipulated Protective Order of all pertinent facts relating to such disclosure and shall take all reasonable steps to prevent further disclosure by each unauthorized person who received Confidential Material.

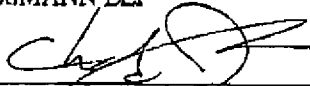
16. If at any time a party objects to a designation of information or documents as Confidential Material under this Stipulated Protective Order, the objecting party shall notify the Designating Party in writing. The Objecting Party shall identify the information or documents in

question, and shall specify the reason or reasons for objection. The parties shall meet-and-confer in an effort to resolve their differences. If the parties cannot resolve their disagreement, the Designating Party may apply within five calendar days from the date the parties met and conferred for a ruling on the Designating Party's designation of the information or documents as Confidential Material. While any such application is pending, the documents or material subject to that application will remain Confidential Material until the court rules. If the Designating Party does not apply to the court for a ruling on its designation of the information or documents as Confidential Material within the time prescribed herein, the information or documents will no longer be deemed Confidential Material. The Designating Party shall have the burden of showing that the information or document is Confidential Material under Rule 26(c) of the Federal Rules of Civil Procedure or this Stipulated Protective Order. Nothing in this Stipulated Protective Order shall be construed as preventing any party from objecting to the designation of any document as Confidential Material, or preventing any party from seeking further protection for any Confidential Material it produces in discovery.

17. Any person in possession of Confidential Material who receives a subpoena (or other process) from any person (including natural persons, corporations, partnership, firms, governmental agencies, departments, or bodies, boards, or associates) who is not a party to this Stipulated Protective Order, seeking production or other disclosure of another party's Confidential Material, shall promptly give telephonic notice and written notice by overnight delivery and email or facsimile to counsel for the designating party, person or entity, enclosing a copy of the subpoena or other process. In no event shall production or other disclosures be made before the later of (a) ten (10) days following the date on which notice is given, or (b) the return date of the subpoena, unless otherwise required by applicable law or by court order.

Dated: ~~April~~ ^{May} 14, 2008

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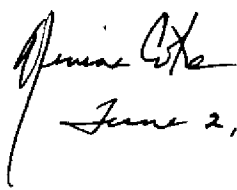
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This stipulation binds the parties to treat as confidential the documents so classified. The Court, however, has not reviewed the documents referenced herein; therefore, by so ordering this stipulation, the Court makes no finding as to whether the documents are confidential. That finding will be made, if ever, upon a document-by-document review. Moreover, the Court does NOT so order PI §, which purports to authorize the parties to file documents under seal without a prior court order.

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June 2, 2008

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SO ORDERED:

Honorable Denise L. Cole
United States District Judge

I declare that the foregoing is true and correct. I understand that if any of the statements made by me are willfully false, I am subject to punishment.

Name of Individual: _____

Present occupation/job description: _____

Name of Company or Firm: _____

Address: _____

Telephone No.: _____

Relationship to this Action and its parties: _____

Dated: _____

Signature