

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

MICRON TECHNOLOGY, INC.)
)
Plaintiff,)
)
v.)
)
RAMBUS INC.)
)
Defendant.)
)

Civil Action No. 00-CV-792 (RRM)

FILED
FEB 20 3 49 PM '01
CLERK, U.S. DISTRICT COURT
DISTRICT OF DELAWARE

FIRST AMENDED PROTECTIVE ORDER

Whereas, the parties in the above-captioned action believe that discovery may involve the disclosure of confidential, trade secret, proprietary, technical, scientific, business, or financial information of a party or of a non-party;

Whereas, the parties desire to establish a mechanism to protect the disclosure of such information in this action;

Pursuant to Rule 26(c) of the Federal Rules of Civil Procedure, **IT IS HEREBY ORDERED THAT:**

1. For purposes of this Protective Order, the following definitions shall apply:

(a) The term "DOCUMENT" shall include without limitation any records, exhibits, reports, samples, transcripts, video or audio recordings, affidavits, briefs, summaries, notes, abstracts, drawings, company records and reports,

answers to Interrogatories, responses to requests for admissions, or motions, including copies or computer-stored versions of any of the foregoing.

(b) The term "DISCLOSING PARTY" is defined herein as any party or non-party who is requested to produce or produces documents or testimony containing confidential information.

(c) The term "CONFIDENTIAL INFORMATION" is defined herein as information which has not been made public, the disclosure of which the disclosing party contends could cause harm to the business operations of the disclosing party or provide improper advantage to others, including, but not limited to, trade secrets within the meaning of the Uniform Trade Secrets Act and information which concerns or relates to (i) sales or marketing, (ii) financial performance, (iii) manufacturing or other costs of doing business, (iv) licenses or other confidential agreements, (v) design, manufacturing or research and development, or (vi) technical characteristics of products or manufacturing processes.

(d) The term "HIGHLY CONFIDENTIAL INFORMATION" is defined herein as information which has not been made public, the disclosure of which to in-house counsel the disclosing party contends could cause harm to the business operations of the disclosing party or provide improper advantage to others, including, but not limited to, trade secrets within the meaning of the Uniform Trade Secrets Act,

and which concerns or relates to (i) design, manufacturing or research and development, or (ii) technical characteristics of products or manufacturing processes.

(e) "OUTSIDE SERVICE ORGANIZATION" is defined herein as an individual or organization that provides photocopying, document processing, translation or graphics services to counsel as part of discovery or preparation and trial of this action.

(f) "SUPPORT STAFF" is defined herein as permanent employees of counsel for the parties, including paralegals, clerical personnel and secretarial personnel.

2. If, in the course of this litigation, a party undertakes or is caused to disclose what the disclosing party contends is CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL INFORMATION, the procedures set forth herein shall be employed and the disclosure thereof shall be subject to this Protective Order.

3. By entering this Order and limiting the disclosure of information in this case, the Court does not intend to preclude another court from finding that any information may be relevant and subject to disclosure in another case. In no instance may a party use documents that contain CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL INFORMATION obtained from the other party in this action in any other action without the written authorization of the other party or Court Order. This provision does not preclude any party from independently requesting the same or

similar documents through discovery in said other action, and is not intended to preclude the court in said other action from ordering production pursuant to such independent requests. In the event a person or party not subject to this Order seeks to compel a person or party subject to this Order to produce documents designated under one of the categories of confidentiality pursuant to this Order, the person or party subject to the motion shall promptly notify the other party of the motion so that it may have an opportunity to appear and be heard on whether that information should be disclosed.

4. Any document which contains CONFIDENTIAL INFORMATION should be so designated by the disclosing party prior to or at the time of disclosure by placing the notation "CONFIDENTIAL INFORMATION – SUBJECTIVE TO PROTECTIVE ORDER" on every page of each document so designated. In the case of CONFIDENTIAL INFORMATION disclosed in a non-paper medium (e.g., videotape, audiotape, computer disks, etc.), the notation "CONFIDENTIAL INFORMATION – SUBJECT TO PROTECTIVE ORDER" shall be affixed to the outside of the medium and its container, if any, so as to clearly give notice of the designation. Such designation is deemed to apply to the document itself and to the CONFIDENTIAL INFORMATION contained therein.

5. Any document which contains HIGHLY CONFIDENTIAL INFORMATION should be so designated by the disclosing party prior to or at the time

of disclosure by placing the notation "OUTSIDE COUNSEL ONLY" on every page of each document so designated. In the case of HIGHLY CONFIDENTIAL INFORMATION disclosed in a non-paper medium, (e.g., videotape, audiotape, computer disks, etc.), the notation "OUTSIDE COUNSEL ONLY" shall be affixed to the outside of the medium and its container, if any, so as to clearly give notice of the designation. Such designation is deemed to apply to the document itself and to the HIGHLY CONFIDENTIAL INFORMATION contained therein.

6. The inadvertent failure to designate CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL INFORMATION as such prior to or at the time of disclosure shall not operate as a waiver of a disclosing party's right to designate said information as such. In the event that CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL INFORMATION is so designated after disclosure, a receiving party shall employ reasonable efforts to ensure that all such information is subsequently treated as according to the terms of this Protective Order. Disclosure of such CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL INFORMATION to persons not authorized to receive that information prior to receipt of the confidentiality designation shall not be deemed a violation of this Protective Order. However, in the event the document has been distributed in a manner inconsistent with the designation, a receiving party will take the steps necessary to conform distribution to the designation: i.e., returning all copies of the document, or

notes or extracts thereof, to the persons authorized to possess such documents. In the event distribution has occurred to a person not under the control of a receiving party, a request for return of the document, and for an undertaking of confidentiality, shall be made in writing. In the event the request is not promptly agreed to in writing, or in the event there is no response, or in the event that the party deems the making of the request to be a useless act, the party shall promptly notify the disclosing party of the distribution and all pertinent facts concerning it, including the identity of the person or entity not under the control of the receiving party.

7. Access to CONFIDENTIAL INFORMATION shall be limited to the following individuals: (a) counsel of record in this action, including counsel's support staff and outside organizations; (b) in-house counsel and their support staff; (c) court reporters taking testimony in this action and their support personnel; (d) the court in this action and any authorized court personnel; and (e) independent consultants and experts retained by counsel for assistance with respect to this litigation who are designated by each party respectively pursuant to Paragraph 10 below, including such consultant's or expert's necessary clerical and support staff.

8. Access to HIGHLY CONFIDENTIAL INFORMATION shall be limited to the following individuals: (a) counsel of record in this action, including counsel's support staff and outside service organizations, but not in-house counsel or outside patent prosecution counsel; (b) court reporters taking testimony in this action

and their support personnel; (c) the court in this action and any authorized court personnel; and (d) independent consultants and experts retained by counsel for assistance with respect to this litigation who are designated by each party respectively pursuant to Paragraph 10 below, including such consultant's or expert's necessary clerical and support staff. The exclusion of outside patent prosecution counsel is attorney-specific, and individuals in the same firm as counsel of record may be screened from highly confidential information.

9. In no event shall CONFIDENTIAL or HIGHLY CONFIDENTIAL documents be stored at any business premises of the receiving party unless such information is stored in a secured area and accessible only to persons eligible to review such information.

10. Prior to disclosing any CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL INFORMATION to outside experts or consultants, the party seeking to disclose such information shall provide the other party with: (i) the name of the person; (ii) the present employer and title of the person, (iii) an up-to-date curriculum vitae of the person; and (iv) an identification of any work performed for or on behalf of the other party by that person within the six (6) year period before the filing of the above-captioned action. Within five (5) calendar days of mailing (via overnight delivery) of this information, the other party may object to the proposed outside expert or consultant on a reasonable basis.

(a) If objection to disclosure is made within the time required, the Plaintiff and Defendants shall meet and confer within five (5) business days; and, if not resolved, the party disclosing the information shall move for a protective order precluding the disclosure of the information to the designated expert or consultant within five (5) business days after the meet and confer;

(b) Where objection is made, no such information shall be disclosed to the consultant or expert until the day after the last day to file a motion for a protective order (where no protective order is sought), or upon entry of the Court's order denying the producing party's motion for protection.

(c) Failure to object to a proposed outside expert or consultant shall not preclude the nonobjecting party from later objecting to continued access by that outside expert or consultant where facts suggesting a basis for objection could not have been discovered by the objecting party or its counsel, exercising due diligence, within the period for making a timely objection. If a later objection is made, no further CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL INFORMATION shall be disclosed to the outside expert or consultant until the matter is resolved by the court or the producing party withdraws its objection. If an objection is made, the Plaintiff and Defendants shall meet and confer within five (5) business days; and, if not resolved, the party disclosing the information shall move for a protective order

precluding the disclosure of the information to the designated expert or consultant within five (5) business days after the meet and confer.

11. CONFIDENTIAL INFORMATION and HIGHLY CONFIDENTIAL INFORMATION or the substance or context thereof including any notes, memoranda or other similar documents relating thereto, shall not be disclosed or summarized, either in writing or orally, to anyone other than persons permitted to have access to such information under this Order. Nothing herein, however, is intended to prohibit or proscribe the ability of outside counsel or in-house counsel for the receiving party from providing to the client informed and meaningful advice solely with respect to this action or to prevent counsel from aggregating such information or summarizing such information for the client so long as it will not reveal or disclose competitively useful information, such as research and development projects, circuit implementations, process flows, yield and cost information, marketing plans and strategies, testing information and customer-specific information.

12. Nothing herein is intended to prevent showing a document designated as CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL INFORMATION to a person who the document indicates is an author or authorized recipient of the document. No copies of such documents shall be given to such individuals for them to retain. During deposition or trial testimony, counsel may

disclose documents produced by a party to current employees and officers of the disclosing party.

13. A disclosing party will use reasonable care to avoid designating any document or information as CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL INFORMATION which is not entitled to such designation or which is generally available to the public.

14. Any receiving party disagreeing with the designation of any document or information as CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL INFORMATION shall notify the disclosing party in writing. The disclosing party shall then have a reasonable period, not exceeding fourteen (14) days, from the date of receipt of such notice to: (1) advise the receiving party whether or not the disclosing party persists in such designation; and (2) if the disclosing party persists in the designation, to explain the reasons for the particular designation. The receiving party may then, after advising the disclosing party, move the Court for an order removing the particular designation. The party asserting that the document or information is CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL INFORMATION shall have the burden of proving that the designation is proper. Information designated CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL INFORMATION by a disclosing party shall be treated as such by a

receiving party unless otherwise agreed to by the parties or otherwise ordered by the Court or by any appellate court, should appellate review be sought.

15. The failure of a receiving party to expressly challenge a claim of confidentiality or the designation of any document or information as CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL INFORMATION at the time of disclosure shall not constitute a waiver of the right to assert at any subsequent time that the same is not in fact confidential or not an appropriate designation for any reason.

16. If an attorney for any receiving party desires to give, show, make available or communicate (a) any document or information designated CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL to a person not authorized by this Protective Order to receive such documents, the attorney must first disclose that person's name, a statement of that person's responsibilities that require access to such information, a specific identification of the information to which access is required by document identification number or other specific reference, and a brief statement as to why such access is necessary. The producing party shall have five (5) days after receiving the above-described information to object in writing to such disclosure. Pending resolution of any informal or formal petition for disclosure, no disclosure shall be made to such person. If the disclosing party who so designated the document refuses to give its consent, the disclosing and receiving parties shall confer

to attempt to resolve the reasons for withholding consent. If an agreement cannot be reached, the disclosing or receiving party desiring disclosure of the confidential document or information may petition the Court for an order granting or prohibiting disclosure.

17. Each person to whom documents or information designated as CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL INFORMATION is made available under the terms of this Protective Order (other than counsel for the parties, and those attorneys' support staff), must sign an agreement in the form attached hereto as Exhibit A. A copy of each executed agreement shall be delivered to opposing counsel at least five (5) days prior to any disclosure of such information.

18. If during the course of any deposition, and not later than fourteen (14) days after the receipt of a written transcript of such deposition, counsel for any disclosing party asserts (either on the record at the deposition or in writing after the deposition) that the deposition transcript, or any specific inquiry, or an answer to a specific inquiry is subject to the designation CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL INFORMATION, that transcript, inquiry, or answer shall be treated as provided by this Protective Order.

19. Counsel for any disclosing 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 Protective Order to

receive documents or information designated CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL INFORMATION. Such right of exclusion shall be applicable only during periods of examination or testimony directed to or comprising CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL INFORMATION.

20. Any court reporter or videographer who records testimony in this action at a deposition shall be provided with a copy of this Protective Order by the party noticing the deposition. That party shall advise the court reporter or videographer, before any testimony is taken, that all documents, information, or testimony designated CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL INFORMATION is and shall remain confidential and shall not be disclosed except as provided in this Protective Order. The noticing party shall further advise the court reporter and videographer that copies of all transcripts, reporting notes and all other records of any such testimony must be treated in accordance with this Protective Order, delivered to attorneys of record, or filed under seal with the Court.

21. In the event that any CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL INFORMATION is included with, or the contents thereof are in any way disclosed in any pleading, motion, deposition, transcript or other paper filed with the Clerk of this Court, such information shall be filed with the Clerk of the Court in sealed envelopes or containers marked with the caption of the case, a general

description of the contents of the envelope or container and a legend substantially in the following form:

"CONTAINS INFORMATION SUBJECT TO A PROTECTIVE ORDER – TO BE OPENED ONLY BY OR AS DIRECTED BY THE COURT."

The document shall be filed and kept under seal by the Clerk until further order of this Court. The party filing the document may simultaneously (or soon thereafter) file a public version of the document with the CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL INFORMATION redacted, and the complete unredacted documents as well as the redacted documents shall be furnished to the attorneys for the parties.

22. Nothing herein shall restrict a qualified recipient from making working copies, abstracts, digests and analyses of such information for use in connection with this litigation, and such working copies, abstracts, digests and analyses shall be deemed to have the same level of protection under the terms of this Order. Further, nothing herein shall restrict a qualified recipient from converting or translating such information into machine-readable form for incorporation in a data retrieval system used in connection with this litigation, provided that access to such information, whatever form stored or reproduced, shall be limited to qualified recipients.

23. Documents or information designated CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL INFORMATION shall be maintained

in the custody of counsel for the parties (including in-house counsel in the case of CONFIDENTIAL INFORMATION but excluding such in-house counsel in the case of HIGHLY CONFIDENTIAL INFORMATION) except that: (a) any court reporter who transcribes testimony given in this action may maintain any such designated documents for the purpose of rendering his or her normal transcribing services; and (b) partial or complete copies of these documents may be retained by persons entitled to access of such documents under the terms of this Order to the extent necessary for their study, analysis and preparation of the case. A person with custody of documents designated CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL INFORMATION shall maintain them in a manner that limits access to those persons entitled under this Order to examine the documents so designated.

24. Should any document or information designated as CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL INFORMATION be disclosed, through inadvertence or otherwise, to any person or party not authorized under this Order, then the party responsible for the inadvertent disclosure shall use its best efforts to bind such person to the terms of this Order; and shall (a) promptly inform such person of all the provisions of this Order, (b) request such person to sign the agreement in the form attached hereto as Exhibit A; and (c) identify such person immediately to the disclosing party that designated the document as confidential. The

executed agreement shall promptly be served upon the party that designated the document as confidential.

25. Where discovery is provided by allowing access to the documents or tangible things for inspection instead of delivering copies of them, all items being inspected shall be deemed HIGHLY CONFIDENTIAL INFORMATION until the party allowing access to them indicates otherwise in writing or delivers copies of them to the party seeking discovery with a designation indicating the documents are not HIGHLY CONFIDENTIAL INFORMATION. If a party believes that inspection, measuring, testing, sampling, or photographing of that party's processes, products, equipment, premises, or other property pursuant to Fed. R. Civ. P. 34 will reveal or disclose information that is in good faith deemed CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL INFORMATION that party shall advise in advance the party seeking such discovery that the inspection, measuring, testing, sampling, or photographing will be permitted only on a confidential basis, and that the information discovered, and any information derived from that information, shall be treated as CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL INFORMATION, as appropriate.

26. The purpose of this Order is to facilitate discovery in this litigation, and in no manner shall it affect the application of any state or federal law regarding confidentiality of information.

27. The terms of this Order shall in no way affect a disclosing party's right to (a) withhold information on grounds of immunity from discovery such as, for example, attorney/client privilege or the work product doctrine, or (b) reveal or disclose to anyone any documents or information designated by that party as CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL INFORMATION.

28. The restrictions and obligations set forth herein relating to information designated CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL INFORMATION shall not apply to any information which: (a) the parties agree, or the Court rules, is already public knowledge; (b) the parties agree, or the Court rules, has become public knowledge other than as a result of disclosure by a receiving party, its employees or agents in violation of this Protective Order; or (c) has come or shall come into a receiving party's legitimate possession independently of the producing party. Such restrictions and obligations shall not be deemed to prohibit discussions with any person of any information designated CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL INFORMATION if that person already has or obtains legitimate possession thereof

29. Unless counsel agrees otherwise in writing, within sixty (60) days of the final disposition of this action, the attorneys for the parties shall return promptly to the disclosing party or witness from whom they were obtained, all documents, other than attorney work-product, which have been designated CONFIDENTIAL

INFORMATION or HIGHLY CONFIDENTIAL INFORMATION or destroy same; and return or destroy all copies made thereof, including all documents, or copies provided by a receiving party to any other person. Notwithstanding the foregoing, counsel for the parties shall be permitted to retain a file copy of materials created during the course of the litigation, or made part of the record, or which have been filed under seal with the Clerk of the Court and a copy of all depositions, including exhibits, and deposition evaluations. Such file copies must be maintained under the conditions of CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL INFORMATION as set out in this Protective Order.

30. In the event any person or receiving party having possession, custody or control of any document or information produced in this action and designated "CONFIDENTIAL INFORMATION" or "HIGHLY CONFIDENTIAL INFORMATION" by a disclosing party receives a subpoena or other process or order to produce such information, such subpoenaed person or entity shall notify by mail the attorneys of record of the disclosing party claiming such confidential treatment of the document sought by such subpoena or other process or order, shall furnish those attorneys with a copy of said subpoena or other process or order, and shall cooperate with respect to any procedure sought to be pursued by the party whose interest may be affected. The disclosing party asserting the confidential treatment shall have the burden of defending against such subpoena, process or order. The person or party

receiving the subpoena or other process or order shall be entitled to comply with it except to the extent the disclosing party asserting the confidential treatment is successful in obtaining an order modifying or quashing it.

31. Other Proceedings. By entering this order and limiting the disclosure of information in this case, the court does not intend to preclude another court from finding that information may be relevant and subject to disclosure in another case. In no instance may a party use documents that contain CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL INFORMATION obtained from the other party in this action in any other action without the written authorization of the other party or Court Order. This provision does not preclude any party from independently requesting the same or similar documents through discovery in said other action, and is not intended to preclude the court in said other action from ordering production pursuant to such independent requests. In the event a person or party not subject to this Order seeks to compel a person or party subject to this Order to produce documents designated under one of the categories of confidentiality pursuant to this Order, the person or party subject to the motion shall promptly notify the other party of the motion so that it may have an opportunity to appear and be heard on whether that information should be disclosed.

32. The Court retains jurisdiction even after termination of this action to enforce this Order and to make such amendments, modifications, deletions and

additions to this Protective Order as the Court may from time to time deem appropriate. The disclosing parties reserve all rights to apply to the Court at any time, before or after termination of this action, for an order: (i) modifying this Protective Order, (ii) seeking further protection against discovery or use of CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL INFORMATION, or other documents or information, or (iii) seeking further production, discovery, disclosure, or use of claimed CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL INFORMATION, or other documents or information.

33. If a disclosing party inadvertently discloses information that is privileged or otherwise immune from discovery, the disclosing party shall promptly upon discovery of the disclosure so advise the receiving party in writing and request that the item or items of information be returned, and if that request is made, no party to this action shall thereafter assert that the disclosure waived any privilege or immunity. It is further agreed that the receiving party will return or destroy the inadvertently produced item or items of information, and all copies and derivations, within five (5) days of the earliest of (a) discovery by the receiving party of the inadvertent production, or (b) the receiving party receiving a written request for the return of the information. The party having returned the inadvertently produced item or items of information may thereafter seek production of the information in accordance with the Federal Rules of Civil Procedure.

34. If the discovery process calls for the production of information that a party does not wish to produce because the party believes its disclosure would breach an express or implied agreement with a non-party to maintain such information in confidence, the disclosing party shall give written notice to the non-party that its information is subject to discovery in this litigation, and shall provide the non-party with a copy of this Protective Order. When such written notice is given to the non-party, the disclosing party will advise the potential receiving party that such notice has been given. The non-party shall have fourteen (14) days from receipt of the written notice in which to seek relief from the Court, if the non-party so desires. If the fourteen (14) days elapse without the third party seeking relief from the Court, the requested information shall be produced in accordance with the terms of this Protective Order.

35. It is understood that no person or party shall incur liability with respect to any disclosure by the receiving party of CONFIDENTIAL INFORMATION or HIGHLY CONFIDENTIAL INFORMATION that was inadvertently disclosed without proper designation by the disclosing party, provided the disclosure by the receiving party occurred prior to the receipt by the receiving party of a notice of the inadvertent disclosure without proper designation.

Rodger D. Smith

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Dated: February 20, 2001

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ATTORNEYS FOR PLAINTIFF MICRON
TECHNOLOGY, INC.

Dated: February 20, 2001

SO ORDERED, this 21 day of Feb, 2001

Michael R. McDevitt
UNITED STATES DISTRICT JUDGE

EXHIBIT A

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

MICRON TECHNOLOGY, INC.)
)
Plaintiff,)
)
v.) Civil Action No. 00-524 (RRM)
)
RAMBUS INC.)
)
Defendant.)
)

**AGREEMENT CONCERNING INFORMATION COVERED BY
PROTECTIVE ORDER ENTERED IN THE UNITED STATES
DISTRICT COURT FOR THE DISTRICT OF DELAWARE**

The undersigned hereby acknowledges that he (she) has received and read the Protective Order entered in the United States District Court for the District of Delaware on _____, in connection with the above-captioned lawsuit, and understands its terms and agrees to be bound by each of those terms. Specifically, and without limitation upon such terms, the undersigned agrees not to use or disclose any confidential information made available to him (her) other than in accordance with said Order. The undersigned further submits to jurisdiction of this Court for purposes of the Protective Order in this action.

Dated: _____

By: _____
(signature line)

(type or print name of individual)

Of: _____
(name of employer)

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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

MICRON TECHNOLOGY, INC.,

Plaintiff,

v.

RAMBUS INC.,

Defendant.

Civil Action No. 00-792-RRM

DEMAND FOR JURY TRIAL

RAMBUS INC.,

Counterclaim Plaintiff,

v.

MICRON TECHNOLOGY, INC., MICRON
ELECTRONICS, INC., and MICRON
SEMICONDUCTOR PRODUCTS, INC.,

Counterclaim Defendants.

SUPPLEMENT TO PROTECTIVE ORDER

WHEREAS, Micron Electronics Inc. ("MEI") was made a party to this case through Rambus' counterclaim herein, which counterclaim is now part of a severed action; and


WHEREAS, the parties have agreed to include MEI as a party on the First Amended Protective Order (the "Order") entered herein on February 20, 2001; and

WHEREAS, MEI agrees to be bound as a party by the terms of the Order;

IT IS HEREBY STIPULATED, by the parties, subject to the approval of the Court, that MEI shall be added as a party to the Order and shall be bound by the terms of the Order.


May 18, 2001

MORRIS, NICHOLS, ARSHT & TUNNELL


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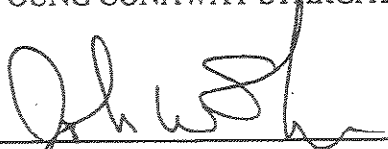
May 22, 2001

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May 22, 2001

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SO ORDERED this 23rd day of May,
2001.


United States District Judge