

ORIGINAL

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Exempt from fees
(Govt. Code §6103)

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Superior Court of California
County of Los Angeles

DEC 15 2015

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Sherri R. Carter, Executive Officer/Clerk
By Bettina M. Baker, Deputy

DEC 10 2015

ROOM 102

10 *Attorneys for Plaintiff*

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA

12 COUNTY OF LOS ANGELES

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16 THE PEOPLE OF THE STATE OF
CALIFORNIA,

17 Plaintiff,

18 v.

20 PRATIBHA SYNTEX, LTD., and DOES 1
through 10,

21 Defendants.

Case No. BC499751

STIPULATION FOR ENTRY OF FINAL
JUDGMENT AND ORDER

CMC: 12/15/15 at 8:45 a.m.

Dept.: 28

Judge: Hon. Yvette M. Palazuelos

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1 IT IS HEREBY STIPULATED AND AGREED by and between Plaintiff State of
2 California, through its attorney, KAMALA D. HARRIS, Attorney General of the State of
3 California, by Winston H. Chen and Emilio E. Varanini, Deputy Attorneys General and
4 Defendant Pratibha Syntex, Ltd., (hereinafter “Pratibha”) (collectively “the Parties”) as follows:

5 1. This Stipulation is for the purpose of achieving a settlement of the claims alleged by
6 Plaintiff in the Complaint filed in this action;

7 2. The proposed Final Judgment and Order Pursuant to Stipulation (hereinafter “Proposed
8 Final Judgment”; a copy of which is attached hereto as “Exhibit 1”, and incorporated herein by
9 reference as if set forth in its entirety) which will be lodged concurrently with this stipulation may
10 be signed and entered by the Court in the above-entitled matter;

11 3. The Settlement Agreement entered between the Parties (attached and incorporated in the
12 Proposed Final Judgment as “Exhibit A”) provides for, inter alia, the filing of a Final Judgment
13 and Order Pursuant to Stipulation;

14 4. The Parties, by their respective attorneys, have stipulated to the entry of the Proposed
15 Final Judgment without trial or adjudication of any issue of fact or law, and without this Proposed
16 Final Judgment constituting any evidence against, or any admission by, or any estoppel by a third
17 party against, any party to this Stipulation regarding any issue of fact or law. The Proposed Final
18 Judgment represents an agreed resolution of disputed claims and is entered into in order to avoid
19 protracted and expensive litigation;

20 5. This Stipulation and the Proposed Final Judgment shall not be construed to represent an
21 admission of any type by Pratibha. Neither the Stipulation nor the Proposed Final Judgment is
22 intended to create any right in any third parties. Pratibha does not waive any personal jurisdiction
23 defenses it may have in any other case nor does it concede for purposes of any other case that
24 California’s Unfair Competition Law may be given extraterritorial application.

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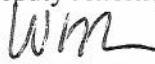
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IT IS SO STIPULATED.

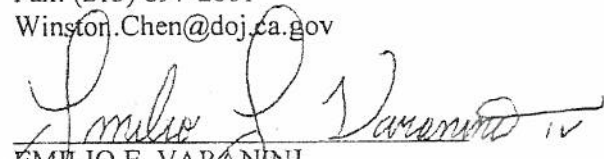
KAMALA D. HARRIS
Attorney General of the State of California
MARK BRECKLER
Chief Assistant Attorney General
KATHLEEN FOOTE
Senior Assistant Attorney General
NATALIE MANZO
Supervising Deputy Attorney General
EMILIO E. VARANINI
WINSTON H. CHEN
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Dated: 12/16/2015

By: 

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Winston.Chen@doj.ca.gov

Dated: 12/10/2015

By: 

EMILIO E. VARANINI
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Office of the California Attorney General
455 Golden Gate Ave., Suite 11000
San Francisco, CA 94102
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PRATIBHA SYNTEX, LTD.

Dated: _____ By: N. Joshi
NK JOSHI
Company Secretary
301 Acme Plaza Andheri Kurla Road,
Andheri East Mumbai-400 059 India
+91 22 28314850 (tel)
+91 22 28314850 (fax)
nkj@pratibhasyntex.com

SULLWOLD & HUGHES
Attorneys for Pratibha Syntex, Ltd.

Dated: _____ By: _____
JAMES A. HUGHES
Sullwold & Hughes
1999 Harrison Street, 18th Floor
Oakland, CA 94612
(510) 496-4614 (tel)
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jah@greenstamps.com

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PRATIBHA SYNTEX, LTD.

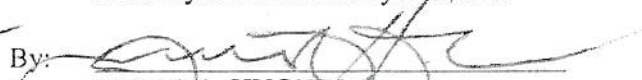
Dated: _____

By: _____

NK JOSHI
Company Secretary
301 Acme Plaza Andheri Kurla Road,
Andheri East Mumbai-400 059 India
+91 22 28314850 (tel)
+91 22 28314850 (fax)
nkj@pratibhasyntex.com

SULLWOLD & HUGHES
Attorneys for Pratibha Syntex, Ltd.

Dated: December 10, 2015

By: 

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1999 Harrison Street, 18th Floor
Oakland, CA 94612
(510) 496-4614 (tel)
(415) 762-5338 (fax)
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EXHIBIT 1
PROPOSED FINAL JUDGMENT

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

**THE PEOPLE OF THE STATE OF
CALIFORNIA,**

Plaintiff,

v.

**PRATIBHA SYNTEX, LTD., and DOES 1
through 10,**

Defendants.

Case No. BC499751

**[PROPOSED] FINAL JUDGMENT AND
ORDER PURSUANT TO STIPULATION**

Dept.: 28

Judge: Hon. Yvette M. Palazuelos

1 WHEREAS, the People of the State of California (hereinafter, Plaintiff), through its
2 attorney, KAMALA D. HARRIS, Attorney General of the State of California, by Winston H.
3 Chen and Emilio E. Varanini, Deputy Attorneys General, and Defendant Pratibha Syntex, Ltd.,
4 have stipulated to the entry of this Final Judgment without trial or adjudication of any issue of
5 fact or law, and without this Final Judgment constituting any evidence against, or any admission
6 by, any party regarding any such issue of fact or law;

7 AND WHEREAS, the Attorney General alleges that Pratibha Syntex, Ltd. engaged in
8 unfair competition in the California apparel market through its use of unlicensed software, but
9 nevertheless believes that resolving the claims against Pratibha Syntex, Ltd. according to the
10 terms set forth below are in the best interest of the People; and

11 AND WHEREAS, Pratibha Syntex, Ltd., certifies that, as of the Effective Date of the
12 parties' Settlement Agreement through the date the Stipulation for Entry of Final Judgment and
13 Order was filed before this Court, except for the software units which are not subject to this
14 Consent Decree and Settlement Agreement, it is currently in full compliance with all software
15 licensing requirements for software used in its computer systems and that no unlicensed software
16 is in use in its computer systems;

17 AND WHEREAS, Plaintiff and Defendant agree to be bound by the provisions of this Final
18 Judgment;

19 NOW THEREFORE, before any testimony is taken, without trial or adjudication of any
20 issue of fact or law, and upon consideration of the Stipulation for Entry of Final Judgment
21 executed by the Plaintiff and Pratibha Syntex, Ltd., filed herewith, and good cause appearing, it is
22 ORDERED, ADJUDGED AND DECREED:

23 **I. JURISDICTION**

24 This Court has jurisdiction over the subject matter of and by agreement each of the parties
25 to this action. The Complaint states a claim upon which relief may be granted against Pratibha
26 Syntex, Ltd. under the Unfair Competition Law (Bus. & Prof. Code § 17200 et seq.).

27 **II. DEFINITIONS**

28 As used in this Final Judgment:

1 A. "Pratibha" refers to Pratibha Syntex, Ltd., a public unlisted company incorporated
2 under the Indian Companies Act, 1956 and having its registered office at 301 Acme Plaza
3 Andheri Kurla Road Andheri East Mumbai-400 059 India, and to its successors and assigns.

4 B. "Plaintiff" means the People of the State of California.

5 C. "Noncompliant Software Unit" is defined as the installation of an unlicensed software
6 title on a computer. Thus, the number of Noncompliant Software Units shall be calculated by
7 adding up each instance an unlicensed software title is installed on a computer. For example, if
8 noncompliant "Product A" is installed on 5 computers and noncompliant "Product B" is installed
9 on 3 of the same computers as "Product A" and on 2 additional separate computers, the total
10 Noncompliant Software Units is 10. Or, if noncompliant "Product A" is installed on 10 separate
11 computers, then there are 10 Noncompliant Software Units.

12 D. "Settlement Agreement" refers to the document attached and incorporated hereto as
13 "Exhibit A."

14 **III. APPLICABILITY**

15 A. This Final Judgment applies to both the Plaintiff and Pratibha, as defined above.

16 B. Plaintiff and Pratibha, by their respective attorneys, have stipulated to the entry of this
17 Final Judgment without trial or adjudication of any issue of fact or law. This Final Judgment is
18 not, nor shall any of the terms, provisions or anything therein constitute any evidence against, an
19 admission of liability by, or an estoppel by a third party against, any party to this Stipulation and
20 Final Judgment. The Stipulation and Final Judgment shall not be construed to represent an
21 admission of any type by Pratibha. Pratibha expressly does not waive any personal jurisdiction
22 defenses it may have in any other case nor does it concede for purposes of any other case that
23 California's Unfair Competition Law may be given extraterritorial application.

24 **IV. PROHIBITED AND REQUIRED CONDUCT**

25 A. Pratibha shall not use unlicensed software in its computer systems and will not use,
26 reproduce, or authorize the use or reproduction of any part of a copyrighted software program
27 without prior license or consent from the legitimate copyright holder.

28 1. Software that is used in violation of paragraph IV(A) will be deemed as

1 noncompliant software.

2 2. The following software are not subject to enforcement of any kind under
3 paragraph IV(A) and will not be considered a violation of the Final Judgment: The download, use
4 or installation by Pratibha employees of games, music, movies, videos, books, or other electronic
5 entertainment even if a third party or parties might have claims that such activity is contrary to
6 such third parties' legally protected rights.

7 B. Pratibha shall perform and solely bear the costs of four (4) complete audits of all of the
8 software installed on its computer systems. The audits will be performed by KPMG (or if not
9 KPMG, such other auditor that may be mutually agreed upon) in accordance with an audit
10 protocol to be proposed by Pratibha within thirty (30) days of the signing of the Settlement
11 Agreement and subject to revision and approval by the Attorney General. The Attorney General
12 and Pratibha will consult with the auditor prior to the first audit to determine the appropriate
13 notice time that will be provided to Pratibha prior to initiating an audit with the express objective
14 of preserving the reliability of such audits. The timing of the audits will be performed as follows:

15 1. The first audit will be performed within sixty (60) days of entry of the Final
16 Judgment.

17 2. The second audit will be performed within thirty (30) days of first anniversary of
18 entry of the Final Judgment.

19 3. The third audit will be performed within thirty (30) days of the second anniversary
20 of entry of the Final Judgment.

21 4. The fourth audit will be performed within thirty (30) days of the third anniversary
22 of entry of the Final Judgment.

23 5. The Plaintiff shall receive copies of all audit reports within thirty (30) days of the
24 audit or simultaneously with Pratibha, whichever is earlier. The Plaintiff is authorized to discuss
25 the audit reports, audit protocol, and any communications between the auditor and Pratibha
26 directly with the auditor. Any communication between the auditor and either of the parties
27 concerning an audit shall include or be shared with the other party in as expeditious a fashion as
28 possible.

1 C. During the pendency of the Final Judgment, Pratibha shall be allowed to cure violations of
2 paragraph IV(A), as described below in paragraph IV(C)(1). Pratibha shall cure such violations
3 within forty-five (45) days of the receipt of the audit report reporting such noncompliance or after
4 the conclusion of the consultations and / or discussions between the Plaintiff and the auditor as
5 mentioned in Section IV (B) (5), whichever is later, and shall furnish the Plaintiff reasonable
6 evidence of the steps taken to effect the cure. Pratibha shall be allowed to cure the following
7 instances of noncompliance with paragraph IV(A):

8 1. If an audit which contains 10 or less noncompliant software units is followed by
9 any audit containing 10 or less noncompliant software units, Pratibha shall be allowed to cure
10 both audits within 45 days of receipt of each respective audit report or after conclusion of
11 consultation / discussion with Plaintiff as mentioned in Section IV (B) (5), whichever is later.
12 There will be no opportunities to cure subsequent audits after the second cure.

13 2. If an audit which contains 10 or less noncompliant software units is followed by
14 any audit containing more than 10 noncompliant software units, Pratibha shall be allowed to cure
15 both audits within 45 days of receipt of each respective audit report or after conclusion of
16 consultation / discussion with Plaintiff as mentioned in Section IV (B) (5), whichever is later.
17 There will be no opportunities to cure subsequent audits after the second cure.

18 3. If an audit which contains more than 10 noncompliant software units is not
19 preceded by any audits containing any noncompliant software units, Pratibha shall be allowed to
20 cure that audit within 45 days of receipt of the audit report or after conclusion of consultation /
21 discussion with Plaintiff as mentioned in Section IV (B) (5) whichever is later. There will be no
22 opportunities to cure subsequent audits.

23 D. Pratibha shall draft an information technology policy statement ("IT Policy") to be
24 approved by the Plaintiff that sets forth its commitment to employ only licensed software in its
25 operations and will disseminate that statement once per year to all employees responsible for
26 acquiring and/or installing software for Pratibha's use as well as electronically to every employee
27 who uses a computer at Pratibha. Each employee to whom the IT Policy is disseminated shall
28 confirm either in writing or electronically the receipt and review of the policy each time said

1 policy statement is received. The first distribution of the policy statement shall be made within
2 ten (10) days of entry of judgment and will thereafter be distributed on or by each anniversary of
3 the date of entry of judgment. A corporate officer of Pratibha shall provide an annual written
4 certification under penalty of perjury under the laws of State of California to the Plaintiff
5 certifying the dissemination and receipt of the IT Policy statement. The IT Policy is incorporated
6 herein by reference and is attached as "Attachment A" to "Exhibit A".

7 E. Solely for the purposes of paragraphs IV(A) and IV(C), Pratibha will be responsible for use of
8 unlicensed software in its computer systems by its officers, agents, servants, employees, parents
9 and subsidiaries acting in concert with Pratibha in Pratibha's use of unlicensed software in its
10 computer systems, as may be construed under California law.

11 **V. ARBITRATION**

12 A. All disputes, controversies and differences of opinion arising out of or in connection with
13 the Settlement Agreement and Final Judgment or for the breach hereof which cannot be settled
14 amicably by the parties hereto shall be subject to arbitration. In particular, if, prior to the
15 expiration of the Final Judgment, Pratibha fails to cure a curable violation pursuant to paragraph
16 IV(C) or violates any other term of the Final Judgment or Settlement Agreement, the Plaintiff
17 shall have the right to initiate arbitration proceedings to seek an arbitration award finding that
18 Pratibha is in violation of the Settlement Agreement and/or Final Judgment and imposing
19 penalties and remedies for such violation as set forth in paragraph V(B). The seat of any such
20 arbitration shall be Singapore and the arbitration shall proceed in accordance with the Rules of the
21 Singapore International Arbitration Centre ("SIAC Rules") in effect at the time this Court enters
22 the Final Judgment. Costs of the arbitration shall be equally borne between the parties.

23 B. The parties agree that, due to the nature of the case, it would be impracticable or
24 extremely difficult to fix the actual damages caused by violation of the Settlement Agreement or
25 Final Judgment. Therefore, if the Plaintiff prevails in an arbitration commenced pursuant to
26 paragraph V(A), Pratibha agrees to pay the Plaintiff \$60,000 (U.S.) in liquidated damages. The
27 arbitrator shall have a wide scope to order such equitable relief to ensure compliance with the
28 Settlement Agreement and/or Final Judgment; the arbitrator's powers shall not be circumscribed

1 by the existence of obligations in the Final Judgment. The Plaintiff agrees first to proceed to
2 arbitration and obtain an arbitration award to remedy any violations of the Final Judgment before
3 initiating any enforcement action in this Court.

4 C. The following laws shall govern any arbitration initiated in paragraph V(A), above:

5 1. The interpretation and application of the Settlement Agreement and Final
6 Judgment shall be governed by California law except insofar as the actual issue of the use of
7 unlicensed or pirated software by Pratibha in violation of the Settlement Agreement and Final
8 Judgment may be concerned.

9 2. The parties expressly contemplate that each party shall be free to argue as to which
10 laws should be applied as to the actual use of unlicensed or pirated software by Pratibha. The
11 Settlement Agreement and Final Judgment, by agreement between the parties, shall be silent on
12 choice of law for the actual use of unlicensed or pirated software by Pratibha, e.g., the need for a
13 license or the validity of a copyright of that software, except that the arbitrator may not apply
14 laws which are inconsistent with the fairness provisions in the Berne Convention.

15 D. The parties shall have the right to oppose enforcement of an arbitration award or seek its
16 correction on the grounds set forth in California Code of Civil Procedure Sections 1286.2 and
17 1286.6 if enforcement is sought in this Court or on the grounds set forth in Section 48 of the
18 Arbitration and Conciliation Act, 1996 if enforcement is sought in a Court of India. Otherwise,
19 there shall be no right or process for opposing enforcement of an arbitration award or seeking its
20 correction. The following terms shall also apply in the event of any such challenge or request for
21 correction:

22 1. The date of expiration of this Final Judgment shall be extended by the amount of
23 time between first assertion of such a defense and final resolution of the asserted defense by this
24 Court or by a Court in India.

25 2. The arbitration award shall bear interest as specified by the award, by the
26 International Arbitration Act of Singapore, or by the law of the forum in which enforcement is
27 sought, whichever rule is determined to apply in the enforcement proceedings.

28 3. The right to recover costs by the Plaintiff in an enforcement proceeding shall be

1 governed by the law of the forum in which enforcement is sought.

2 **VI. OTHER RELIEF**

3 A. Pratibha will pay to the Plaintiff a Settlement Fund amount of \$100,000 (U.S.)
4 within thirty (30) days after the execution of the Settlement Agreement, which may be used for
5 any of the following purposes by the Attorney General in her sole discretion, subject to applicable
6 legal limitations:

- 7 1. Reimbursement of the Plaintiff's investigative costs and expenses;
- 8 2. Civil fines;
- 9 3. Deposit into an antitrust or consumer protection account (e.g., revolving account,
10 trust account, special fund) for use in accordance with the laws governing such an account;
- 11 4. Antitrust or consumer protection enforcement by the Attorney General; and
- 12 5. Costs of settlement administration.

13 B. Except as provided in paragraph VI(A), the parties shall bear their own costs and
14 attorneys' fees.

15 **VII. RELEASE**

16 A. The Plaintiff releases all of its state unfair competition claims relating to the
17 allegations in the January 24, 2013 Complaint filed in this matter. With respect to any and all
18 released claims, the Plaintiff waives and relinquishes the provisions, rights and benefits of
19 Section 1542 of the California Civil Code, which provides: "A general release does not extend to
20 claims which the creditor does not know or suspect to exist in his favor at the time of executing
21 the release, which if known by him must have materially affected his settlement with the debtor."

22 B. For the duration of this Final Judgment, the Plaintiff will not file a new complaint
23 against Pratibha raising state unfair competition laws claims with respect to the use of unlicensed
24 software.

25 **VIII. NOTICE**

26 For purposes of this Final Judgment, any notice or other communication shall be given to
27 the persons at the addresses set forth below (or to such other addresses the Parties may specify in
28 writing by providing notice at the addresses listed below):

1
2 For the Plaintiff:
3 Winston H. Chen
4 Deputy Attorney General
5 CA Dept. of Justice – Antitrust Section
6 300 South Spring Street, Suite 1702
7 Los Angeles, CA 90013
8 Tel: (213) 897-6464
9 Fax: (213) 897-2801
10 Email: Winston.Chen@doj.ca.gov

11 For the Defendant:
12 Mr. NK Joshi
13 Company Secretary
14 301 Acme Plaza Andheri Kurla Road,
15 Andheri East Mumbai-400 059 India
16 Tel: +91 22 28314850
17 Fax: +91 22 28314850
18 Email: nkj@pratibhasyntex.com

19 Courtesy Copies to:
20 James A. Hughes
21 Sullwold & Hughes
22 1999 Harrison Street, 18th Floor
23 Oakland, CA 94612
24 Tel: (510) 496-4614
25 Fax: (415) 762-5338
26 Email: jah@greenstamps.com

27 Notice pursuant to this Final Judgment shall be given by overnight delivery (which shall
28 constitute the official notice) with a courtesy copy by email.

29 **IX. RETENTION OF JURISDICTION**

30 This Court retains jurisdiction over this settlement and this Final Judgment, solely to
31 confirm and enforce any arbitral award pursuant to the provisions set forth in Paragraph V above,
32 and to address any issue arising under this settlement and this Final Judgment where the arbitrator
33 selected pursuant to the provisions set forth in Paragraph V refuses to accept jurisdiction over, or
34 otherwise decide, any issue in question, or to consider, and approve if appropriate, any mutually
35 agreed amendment to this settlement and this Final Judgment, and any stipulation presented to
36 this Court by both of the parties. The parties may apply to this Court at any time for further orders

1 and directions as may be necessary or appropriate to carry out or construe this Final Judgment
2 including to enforce compliance with it, and to punish violations of its provisions insofar as the
3 Court retains jurisdiction pursuant to this paragraph.

4 **X. EXPIRATION OF FINAL JUDGMENT**

5 Unless the expiration is tolled pursuant to a term(s) of this Final Judgment, this Final
6 Judgment shall expire four (4) years from the date of its entry.

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Dated: _____

JUDGE OF THE SUPERIOR COURT

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EXHIBIT A
SETTLEMENT AGREEMENT

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made and entered into by and between Pratibha Syntex Ltd. ("PS") and the Attorney General of California ("Attorney General"), on behalf of the People of the State of California.

WHEREAS, the Attorney General has filed a case, *The People of the State of California v. Pratibha Syntex Ltd*, No. BC499751, filed January 24, 2013 (the "Action"), alleging that PS engaged in unfair competition in the California apparel market and believes her claims against PS are valid, but nevertheless believes that resolving the claims against PS according to the terms set forth below at this point in time are in the best interest of the People in materially advancing that case; and

WHEREAS, PS, despite the belief that it is not liable for any claims arising from allegations that it engaged in unfair competition in the California apparel market, and that it has defenses thereto, has nevertheless agreed to enter into this Agreement to avoid further expense, inconvenience, and the distraction of burdensome and protracted litigation, and to obtain the releases, orders, and judgment contemplated by this Agreement, and to put to rest with finality all claims that have been or could have been asserted against PS, as defined below, based on the allegations in the complaint against PS in the Action.

NOW, THEREFORE, in consideration of the covenants, agreements, and releases set forth herein and for other good and valuable consideration, it is agreed by and among the undersigned that the relevant claims be settled as to PS and, except as hereinafter provided, without costs as to the Attorney General and PS, on the following terms and conditions, and incorporating the preceding clauses:

1. Definitions

- a. "PS" refers to Pratibha Syntex, Ltd., a public unlisted company incorporated under the Indian Companies Act, 1956 and having its registered office at 301 Acme Plaza Andheri Kurla Road, Andheri East Mumbai-400 059 India, and to its successors and assigns.
- b. "Releasor" refers to the Plaintiff, the People of the State of California in its own behalf.
- c. "Effective Date" is the date upon which the Attorney General and PS, through the undersigned counsel, have signed this Agreement.
- d. "Settlement Fund" refers to the \$100,000 that PS will pay to the Attorney General within thirty (30) days after the Effective Date.

- e. "Consent Decree" refers to the stipulated final judgment that will be filed in the Superior Court of California in this Action.
- f. "Released Claims" refers to state unfair competition law claims related to the allegations in the complaint filed in this Action.

2. Approval of this Agreement

- a. The Attorney General and PS (the "Settling Parties"), and the Settling Parties' counsel, shall use their best efforts to effectuate this Agreement and its purpose, including cooperating in seeking any necessary court approvals, and staying or withdrawing the pending demurer filed by PS.
- b. The terms of the Agreement will be incorporated in a Consent Decree that will be filed and entered by the California Court in which the complaint was filed. The Consent Decree expires 4 years from the date of its entry by the California Court, unless the expiration is tolled pursuant to paragraph 2(c)(xiii)(1) below.
- c. The Settling Parties shall jointly seek any orders and final judgment necessary to effectuate this Agreement, including conforming the Consent Decree with California Code of Civil Procedure § 664.6. The terms of such orders and final judgment will include, at a minimum, the substance of the following provisions:
 - i. The recovery of costs to any party to the complaint filed in this Action will be as provided for in this Agreement and the Consent Decree.
 - ii. Reserving exclusive jurisdiction over this settlement and this Agreement, including the administration and consummation of this Agreement, subject to the arbitration provisions below in paragraphs 2(c)(xi) to 2(c)(xiv), in the Superior Court which has jurisdiction over this matter.
 - iii. There will be no admission of liability by PS. By agreeing to these terms, PS expressly does not waive any personal jurisdiction defenses it may have in any other case nor does it concede for purposes of any other case that California's Unfair Competition Law may be given extraterritorial application.
 - iv. The Attorney General will release her state unfair competition law claims related to the allegations in the January 24, 2013 complaint filed against PS. For the duration of the Consent Decree, the Attorney General will not file a new complaint against PS raising state unfair competition law claims with respect to the use of unlicensed software.
 - v. Except for software that is not subject to enforcement in this Agreement (defined below in paragraph 2(c)(vi)(1)), PS will represent in the

Agreement and in the Consent Decree that it is currently in full compliance with all software licensing requirements for software used in its computer systems and that no unlicensed software is in use in its computer systems.

- vi. Except for software that is not subject to enforcement in this Agreement (defined below in paragraph 2(c)(vi)(1)), PS shall not use unlicensed software in its computer systems and will not use, reproduce, or authorize the use or reproduction of any part of a copyrighted software program without prior license or consent from the legitimate copyright holder. This court-ordered obligation in the Consent Decree will last for the duration of the Consent Decree. Solely for the purposes of the undertakings in this paragraph 2(c)(vi), PS will be responsible for use of unlicensed software in its computer systems by its officers, agents, servants, employees, parents and subsidiaries acting in concert with PS in PS's use of unlicensed software in its computer systems, as may be construed under California law.
 1. The following software are not subject to enforcement under this agreement and will not be considered a violation of paragraphs 2(c)(v) and 2(c)(vi) of this Agreement and Consent Decree: The download, use or installation by PS employees of games, music, movies, videos, books, or other electronic entertainment even if a third party or parties might have claims that such activity is contrary to such third parties' legally protected rights.
- vii. PS agrees to perform and solely bear the costs of four (4) complete audits of all of the software installed on its computer systems. The audits will be performed by KPMG (or if not KPMG, such other auditor that may be mutually agreed upon) in accordance with an audit protocol to be proposed by PS within thirty (30) days of the signing of the Agreement and subject to revision and approval by the Attorney General. The Attorney General will agree to not file the Consent Decree for thirty (30) days after receipt of the audit protocol unless the audit protocol has been approved prior to the expiration of that time. The Attorney General and PS will consult with the auditor prior to the first audit to determine the appropriate notice time that will be provided to PS prior to initiating an audit with the express objective of preserving the reliability of such audits. The timing of the audits will be performed as follows:
 1. The first audit will be performed within sixty (60) days of entry of the Consent Decree.

2. The second audit will be performed within thirty (30) days of first anniversary of entry of the Consent Decree.
 3. The third audit will be performed within thirty (30) days of the second anniversary of entry of the Consent Decree.
 4. The fourth audit will be performed within thirty (30) days of the third anniversary of entry of the Consent Decree.
 5. The Attorney General shall receive copies of all audit reports within thirty (30) days of the audit or simultaneously with PS, whichever is earlier. PS consents to allow the Attorney General to discuss the audit reports, audit protocol, and any communications between the auditor and PS directly with the auditor. Any communication between the auditor and either of the parties concerning an audit shall include or be shared with the other party in as expeditious a fashion as possible.
- viii. During the pendency of the Consent Decree, PS shall be allowed to cure violations of paragraphs 2(c)(v) and 2(c)(vi), as described below in paragraphs 2(c)(viii)(1) to 2(c)(viii)(3). PS shall cure such violations within 45 days of the audit reporting such noncompliance and shall furnish the Attorney General reasonable evidence of the steps taken to effect the cure. PS shall be allowed to cure the following instances of noncompliance with paragraphs 2(c)(v) and 2(c)(vi):
1. If an audit which contains 10 or less noncompliant software units is followed by any audit containing 10 or less noncompliant software units, PS shall be allowed to cure both audits within 45 days of each respective audit. There will be no opportunities to cure subsequent audits after the second cure.
 2. If an audit which contains 10 or less noncompliant software units is followed by any audit containing more than 10 noncompliant software units, PS shall be allowed to cure both audits within 45 days of each respective audit. There will be no opportunities to cure subsequent audits after the second cure.
 3. If an audit which contains more than 10 noncompliant software units is not preceded by any audits containing any noncompliant software units, PS shall be allowed to cure that audit within 45 days of the audit. There will be no opportunities to cure subsequent audits.

- ix. For purposes of paragraph 2(c)(viii), a “noncompliant software unit” is defined as the installation of an unlicensed software title on a computer. Thus, the number of software units shall be calculated by adding up each instance an unlicensed software title is installed on a computer. For example, if noncompliant “Product A” is installed on 5 computers and noncompliant “Product B” is installed on 3 of the same computers as “Product A” and 2 separate computers, the total noncompliant software units is 10. The same is true if noncompliant Product A is installed on 10 separate computers.
- x. PS will draft an information technology policy statement to be approved by the Attorney General that sets forth its commitment to employ only licensed software in its operations and will disseminate that statement once per year to all employees responsible for acquiring and/or installing software for PS’s use as well as electronically to every employee who uses a computer at PS. Each employee to whom the policy is disseminated shall confirm either in writing or electronically the receipt and review of the policy each time said policy statement is received. The first distribution of the policy statement shall be made within ten (10) days of entry of the Consent Decree and will thereafter be distributed on or by each anniversary of the date of entry of the Consent Decree. A corporate officer of PS shall provide an annual written certification under penalty of perjury to the Attorney General certifying the dissemination and receipt of the policy statement. A copy of the PS information technology policy shall be filed with the Consent Decree and is attached and incorporated herein as “Attachment A”.
- xi. All disputes, controversies and differences of opinion arising out of or in connection with this Agreement or Consent Decree or for the breach hereof which cannot be settled amicably by the Settling Parties hereto shall be subject to arbitration. In particular, if during the Consent Decree period PS fails to cure a curable violation pursuant to paragraph 2(c)(viii) or violates any other term of the Consent Decree or Agreement, the Attorney General shall have the right to initiate arbitration proceedings to seek an arbitration award finding that PS is in violation of the Agreement and Consent Decree and imposing penalties and remedies for such violation as set forth in paragraph 2(c)(xii). The seat of any such arbitration shall be Singapore and the arbitration shall proceed in accordance with the Rules of the Singapore International Arbitration Centre (“SIAC Rules”) in effect at the time the California Court in which this action was filed enters the Consent Decree. Costs of the arbitration shall be equally borne between the Settling Parties.

- xii. The Settling Parties agree that, due to the nature of the case, it would be impracticable or extremely difficult to fix the actual damages caused by violation of the Agreement or Consent Decree. Therefore, if the Attorney General prevails in an arbitration commenced pursuant to paragraph 2(c)(xi), PS agrees to pay the Attorney General \$60,000 (U.S.) in liquidated damages. The arbitrator shall have a wide scope to order such equitable relief to ensure compliance with the Agreement and Consent Decree; the arbitrator's powers shall not be circumscribed by the existence of obligations in the Consent Decree. The Attorney General agrees first to proceed to arbitration and obtain an arbitration award to remedy any violations of the Consent Decree before initiating any enforcement action in the California Court entering the Consent Decree.
- xiii. The Settling Parties shall have the right to oppose enforcement of an arbitration award or seek its correction on the grounds set forth in California Code of Civil Procedure Sections 1286.2 and 1286.6 if enforcement is sought in the California Court entering the Consent Decree or on the grounds set forth in Section 48 of the Arbitration and Conciliation Act, 1996 if enforcement is sought in a Court of India. Otherwise, there shall be no right or process for opposing enforcement of an arbitration award or seeking its correction. The following terms shall also apply in the event of any such challenge or request for correction:
 - 1. The running of the term of the Consent Decree shall be tolled for the time between first assertion of such a defense and final resolution of the asserted defense by the California Court entering the Consent Decree or by a Court in India.
 - 2. The arbitration award shall bear interest as specified by the award, by the International Arbitration Act of Singapore, or by the law of the forum in which enforcement is sought, whichever rule is determined to apply in the enforcement proceedings.
 - 3. The right to recover costs by the Attorney General in an enforcement proceeding shall be governed by the law of the forum in which enforcement is sought.
- xiv. The following laws shall govern any arbitration initiated in paragraph 2(c)(xi), above:
 - 1. The interpretation and application of the Agreement and Consent Decree shall be governed by California law except insofar as the actual issue of the use of unlicensed or pirated software by PS in

violation of the Agreement and Consent Decree may be concerned.

2. The Agreement and Consent Decree shall be silent on choice of law for the actual use of unlicensed or pirated software by PS, *e.g.*, the need for a license or the validity of a copyright of that software, except that the arbitrator may not apply laws which are inconsistent with the fairness provisions in the Berne Convention. Otherwise, the parties expressly contemplate that each party shall be free to argue as to which laws should be applied as to the actual use of unlicensed or pirated software by PS.
- d. The Attorney General will take reasonable steps to consider the audit requirements, if any, in the ongoing lawsuit in India between Microsoft Corporation against PS (CS(OS) 3275/2011 *Microsoft v. Kanhaiya and Anr.* and its related interim applications) when preparing the audit protocol in this matter so long as it does not affect the Attorney General's timing in filing the proposed Consent Decree with the court.
 - e. This Agreement shall be deemed final upon entry of the Consent Decree. This Agreement shall be deemed executed as of the later date of signature by either of the Settlement Parties. As of the date of execution of this Agreement, the Settling Parties shall be bound by the terms of this Agreement.
 - f. PS represents that as of the Effective Date it is currently in full compliance with all software licensing requirements for software used in its computer systems and that no unlicensed software is in use in its computer systems. PS will also make this same certification at the time the Consent Decree is filed with the Court.
 - g. Neither this Agreement (whether or not it should become final) nor the resulting final judgment, nor any and all negotiations, documents, and discussions associated with such negotiation, shall be deemed or construed to be an admission by, or form the basis of an estoppel argument by a third party against PS; or evidence of any violation of any statute or law or of any liability or wrongdoing whatsoever by PS in regards to the allegations set forth in the complaint filed in this Action.

3. Release and Covenant Not to Sue

- a. In addition to the effect of any Consent Decree entered in accordance with this Agreement, upon this Agreement becoming final as set out in paragraph 2(e) of this Agreement, and in consideration of payment of the Settlement Fund as specified in paragraphs 1(d) and 4(a) through 4(c) of this Agreement, and for

other valuable consideration, PS shall be completely released, acquitted, and forever discharged to the fullest extent permitted by law from the claims, allegations, and causes of action and all of Plaintiff's state unfair competition claims relating to or arising out of the facts set forth in or asserted in the complaint filed in this Action. Releasor shall not, after the entry of the Consent Decree, sue or otherwise seek to establish liability against PS based, in whole or in part, upon any Released Claims or conduct at issue in the Released Claims.

- b. In addition to paragraph 3(a) of this Agreement, Releasor hereby expressly waives and releases, upon this Agreement becoming final, any and all provisions, rights, and benefits conferred by § 1542 of the California Civil Code which states: "CERTAIN CLAIMS NOT AFFECTED BY GENERAL RELEASE. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR"
- c. The release, discharge, and covenant not to sue set forth in paragraph 3(a) of this Agreement does not include claims by the Releasor other than the Released Claims.

4. Settlement Fund

- a. Subject to the provisions in this Agreement and the Consent Decree, and in full, complete and final settlement of the complaint against PS in this Action, PS shall pay into a Settlement Fund the sum of \$100,000 (U.S.) by certified check or wire transfer, within thirty (30) days of the Effective Date of this Agreement. PS shall have no responsibility for, no right in, and no authority over, the allocation of the Settlement Fund as provided herein. The Attorney General will provide wire transfer instructions to PS within five (5) business days after the Effective Date of this Agreement.
- b. The Attorney General may disburse the Settlement Fund upon entry of the Consent Decree. The Attorney General may in her sole discretion allocate the monies in the Settlement Fund, subject to applicable legal limitations, as follows:
 - i. Reimburse the State's investigative costs and expenses;
 - ii. Civil fines;
 - iii. Deposit into an antitrust or consumer protection account (*e.g.*, revolving account, trust account, special fund) for use in accordance with the laws governing such an account;

- iv. Antitrust or consumer protection enforcement by the Attorney General;
and
 - v. Costs of administering the Agreement and Consent Decree.
- c. PS shall take no position on any manner in which the Attorney General disburses the Settlement Fund.
- d. Except as provided in this Paragraph 4(a), the parties shall bear their own costs and attorneys' fees.

5. Miscellaneous

- a. This Agreement does not settle or compromise any claim by the Attorney General against any defendant or Doe defendant other than PS. All rights against such other defendant or Doe defendant are specifically reserved by the Attorney General.
- b. By agreeing to these terms, PS expressly does not waive any personal jurisdiction defenses it may have in any other case nor does it concede for purposes of any other case that California's Unfair Competition Law may be given extraterritorial application. In addition, nothing in this document shall be taken as an admission that California has personal jurisdiction over PS's officers, agents, servants, employees, parents, and subsidiaries, acting in concert with PS in PS's use of unlicensed software in its computer systems.
- c. The Court in which the Attorney General has filed the Action against PS shall retain jurisdiction pursuant to § 664.6 of the California Code of Civil Procedure. Reference to § 664.6 of the California Code of Civil Procedure in this Agreement is made solely for the purposes of retention of jurisdiction of the Court in which the Attorney General has filed the Action against PS. The scope of the Court's jurisdiction will be set forth in the Consent Decree as follows: "This Court retains jurisdiction over this settlement and this Final Judgment, solely to confirm and enforce any arbitral award pursuant to the provisions set forth in Paragraph V above, and to address any issue arising under this settlement and this Final Judgment where the arbitrator selected pursuant to the provisions set forth in Paragraph V refuses to accept jurisdiction over, or otherwise decide, any issue in question, or to consider, and approve if appropriate, any mutually agreed amendment to this settlement and this Final judgment, and any stipulation presented to this Court by both of the parties. The parties may apply to this Court at any time for further orders and directions as may be necessary or appropriate to carry out or construe this Final Judgment including to enforce compliance with it, and to punish violations of its provisions insofar as the Court retains jurisdiction pursuant to this paragraph."

- d. The interpretation and application of the Agreement and Consent Decree shall be governed by laws of the State of California except insofar as the actual issue of the use of unlicensed or pirated software by PS in violation of the Agreement and Consent Decree may be concerned. The Settling Parties expressly contemplate that each party shall be free to argue as to which laws should be applied as to the actual use of unlicensed or pirated software by PS.
- e. This Agreement constitutes the entire, complete, and integrated agreement between the Settling Parties pertaining to the settlement with PS and supersedes all prior and contemporaneous undertakings of the Settling Parties in connection herewith. Modifications or amendments to this Agreement which do not result from arbitration must be in writing, executed by the Settling Parties, and approved by the Court in which has jurisdiction over this Action. Modifications or amendments to this Agreement and/or the Consent Decree which result from an arbitration award are subject to paragraph 2(c)(xiii), above.
- f. This Agreement may be executed in counterparts by the Attorney General and PS or its counsel, and an email or facsimile signature shall be deemed an original signature for purposes of executing this Agreement.
- g. Neither the Attorney General nor PS shall be considered to be the drafters of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafters of this Agreement.
- h. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience only and do not constitute part of this Agreement.
- i. Where this Agreement requires either Settling Party to provide notice or any other communication or document to the other, such notice shall be provided by overnight delivery (which shall constitute the official notice) and with a courtesy copy by email as follows. Notice shall be provided to the following:

For the Attorney General:
Winston H. Chen
Deputy Attorney General
CA Dept. of Justice – Antitrust Section
300 South Spring Street, Suite 1702
Los Angeles, CA 90013
Tel: (213) 897-6464
Fax: (213) 897-2801
Email: Winston.Chen@doj.ca.gov

For PS:
Mr. NK Joshi
Company Secretary
301 Acme Plaza Andheri Kurla Road,
Andheri East Mumbai-400 059 India
Email: nkj@pratibhasyntex.com

Courtesy Copies to:
James A. Hughes
Sullwold & Hughes
1999 Harrison Street, 18th Floor
Oakland, CA 94612
Tel: (510) 496-4614
Fax: (415) 762-5338
Email: jah@greenstamps.com

- j. Each Settling Party and their counsel agree to take all reasonable steps to effectuate the performance of, and uphold the validity and enforceability of, this Agreement.
- k. Each of the undersigned attorneys or representatives of the Settling Parties represents that he is fully authorized to enter into the terms and conditions of, and to execute, this Agreement on behalf of the Settling Party being represented.
- l. PS agrees that any persons signing this Agreement on its behalf is authorized by PS to do so. PS will provide an authorized officer, who may bind PS under California law, to execute all documents and pleadings necessary to effectuate the filing and approval of the Consent Decree.

KAMALA D. HARRIS
Attorney General of the State of California

Dated: 12/10/2015

By: 
WINSTON H. CHEN
Deputy Attorney General
Office of the California Attorney General
300 S. Spring Street, Suite 1702
Los Angeles, CA 90013
Tel: (213) 897-6464
Fax: (213) 897-2801
Winston.Chen@doj.ca.gov

Dated: 12/10/2015

By:


EMILIO E. VARANINI
Deputy Attorney General
Office of the California Attorney General
455 Golden Gate Ave., Suite 11000
San Francisco, CA 94102
Tel: (415) 703-5908
Fax: (415) 703-5480
Emilio.Varanini@doj.ca.gov

Pratibha Syntex, Ltd., Defendant

Dated: _____

By:

NK JOSHI
Company Secretary
301 Acme Plaza Andheri Kurla Road,
Andheri East Mumbai-400 059 India
Tel: +91 22 28314850
Fax: +91 22 28314850
nkj@pratibhasyntex.com

Sullwold & Hughes
Attorneys for Pratibha Syntex, Ltd.

APPROVED AS TO FORM:

Dated: _____

By:

JAMES A. HUGHES
Sullwold & Hughes
1999 Harrison Street, 18th Floor
Oakland, CA 94612
Tel: (510) 496-4614
Fax: (415) 762-5338
jah@greenstamps.com

Dated: _____

By: _____

EMILIO E. VARANINI
Deputy Attorney General
Office of the California Attorney General
455 Golden Gate Ave., Suite 11000
San Francisco, CA 94102
Tel: (415) 703-5908
Fax: (415) 703-5480
Emilio.Varanini@doj.ca.gov

Pratibha Syntex, Ltd., Defendant

Dated: _____

By: N. Joshi

NK JOSHI
Company Secretary
301 Acme Plaza Andheri Kurla Road,
Andheri East Mumbai-400 059 India
Tel: +91 22 28314850
Fax: +91 22 28314850
nkj@pratibhasyntex.com

Sullwold & Hughes
Attorneys for Pratibha Syntex, Ltd.

APPROVED AS TO FORM:

Dated: _____

By: _____

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Sullwold & Hughes
1999 Harrison Street, 18th Floor
Oakland, CA 94612
Tel: (510) 496-4614
Fax: (415) 762-5338
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Dated: _____

By: _____
EMILIO E. VARANINI
Deputy Attorney General
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455 Golden Gate Ave., Suite 11000
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Tel: (415) 703-5908
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Pratibha Syntex, Ltd., Defendant

Dated: _____

By: _____
NK JOSHI
Company Secretary
301 Acme Plaza Andheri Kurla Road,
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Tel: +91 22 28314850
Fax: +91 22 28314850
nkj@pratibhasyntex.com

Sullwold & Hughes
Attorneys for Pratibha Syntex, Ltd.

APPROVED AS TO FORM:

Dated: December 10, 2015

By: 
JAMES A. HUGHES
Sullwold & Hughes
1999 Harrison Street, 18th Floor
Oakland, CA 94612
Tel: (510) 496-4614
Fax: (415) 762-5338
jah@greenstamps.com

ATTACHMENT A

INFORMATION TECHNOLOGY POLICY

PRATIBHA SYNTEX LIMITED
INFORMATION TECHNOLOGY AND INTELLECTUAL PROPERTY
POLICY

1. PREAMBLE

Pratibha Syntex Limited (“PSL” or “Company”) is committed to the appropriate, fair and legal use of Information Technology, other technology enabled services and the use of licensed software alone, in all its functions. This policy defines the scope and limitation of use of the IT Facilities of PSL including the use of any software and / or other items subject to protection under Intellectual Property Rights laws of India. . All employees and / or consultants as well as other users of the IT Facilities (Collectively or singularly referred to as “User”) will be bound by this IT and IP Policy. Any contravention of the policy will automatically absolve PSL of any liability and make the employee and / or consultant and or concerned User of the IT Facilities personally liable towards the right holder of the concerned Intellectual Property Right.

2. DEFINITIONS

“**Intellectual Property or Intellectual Property Right**” means and includes rights associated with works of authorship, including copyrights, moral rights, neighboring rights, and derivative works thereof.

“**Information Technology Facilities**” or “**IT Facilities**” refers to the use of computer and allied system, software and network to create, store, process, exchange and use information and includes but is not limited to the use of telephones, mobile telephones, desktops, printers, photocopiers, email, Internet, web services and similar resources.

“**User**” is defined to mean and include all employees and / or consultants as well as other users of the IT Facilities (Collectively or singularly referred to as “User”) that will be bound by this IT and IP Policy.

3. APPLICATION & SCOPE

- a. This policy shall apply to all usage of IT Facilities. The policy covers usage of electronic, computing and communications facilities of PSL including but not limited to telephones, software, facsimiles, mobile telephones, desktop computers, laptops, tablets, printers, photocopiers, email, Internet, web services and other resources.. Usage of remote systems accessed via PSL’s IT facilities is covered by this policy.
- b. All the Users of the IT Facilities should be aware of and familiarize themselves with this policy and their responsibilities and legal obligations under it.
- c. All the Users should comply with this policy and law. Any contravention of the same will absolve PSL from any liability whatsoever and render the User solely liable towards the right holder of such Intellectual Property Right for such User’s actions and / or violations at such User’s sole cost and

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consequence including liability to indemnify PSL for illegal acts and / or omissions.

- d. This policy also covers the steps that need to be undertaken for installation and use of licensed software only and putting in place systems to ensure procurement of hardware with requisite licensed software only.

4. GENERAL PRINCIPLES

The following general principles apply to usage of IT facilities:

- a. A User may only use those IT Facilities to which they have authorized access.
- b. A User may be given access to a range of IT facilities and is to use these facilities in a manner, which is ethical, lawful, effective, efficient and in the best interest of PSL
- c. Where access to a facility is protected by an authentication method, for e.g. by way of a password, a User must not make this available to any other person. Users who do so will be solely liable for all the consequences that arise out of and / or originate from such an account.
- d. A User must not use an account set up for other User nor make any attempts to hack into and / or find out and / or use in an unauthorized manner the password of an IT Facility which they are not entitled to use.
- e. The Company discourages the storing of passwords on any electronic or non-electronic medium due to the security risks this poses.
- f. A User must:
 - i. show restraint in the consumption of resources;
 - ii. apply professional integrity in day to day working;
 - iii. respect Intellectual Property Rights and the ownership of data and software. No actions of Users may violate any Intellectual Property Rights and / or any other applicable laws;
 - iv. not use the IT Facilities in any manner that would violate the Intellectual Property Rights of any right holder. Any utilization of the IT Facilities for installation, downloading or using unlicensed or unauthorized software, media content including audio, video games or any other content protected under the Intellectual Property Rights laws of India will be considered a violation of the Intellectual Property Rights of the right holder and also a violation of the IT and IP Policy.
 - v. respect the right of other Users to privacy and freedom from intimidation, harassment and annoyance;

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- vi. be aware of the security requirements of the IT systems they use, and take every precaution to safeguard these systems from unauthorised use;
 - vii. Immediately report any known or suspected security incidents or incidents of unauthorized use and / or unlicensed use of any software and / or any breach of applicable laws, to the IT Head.
 - viii. When using multi User systems, Users should be aware that many of the activities they undertake might be visible to other Users;
 - ix. user should also be aware that system logs of User activity are kept for troubleshooting and accounting purposes. These logs may include times of sent and received mail, email addresses (both sender and recipient), web sites visited and size and type of pages downloaded, files read or written; and machines accessed for any type of network service.
- g. No User shall:
- i. attempt to subvert the security of any of the Company's IT facilities, attempt to create or install any form of malicious software for example worms, viruses, sniffers, which may affect the performance of the IT Facilities or attempt to interfere with the operation of any of the Company's IT Facilities;
 - ii. attempt to download/install or use unlicensed or unauthorized software, media content including audio, video games or any other content.
 - iii. attempt to subvert any restriction or accounting controls of any of the Company's IT Facilities (for example peer-to-peer, web authenticated proxy);
 - iv. attempt unauthorised access to any Company's IT Facilities;
 - v. use any of the Company's IT Facilities for any personal use and shall use such facilities only for official authorized purposes for performing the Company's activities.
 - vi. download, install, or use unlicensed or unauthorized software, media content including audio, video games or any other content.

5. ELECTRONIC MAILS

- a. This policy applies to all usage of the Company's electronic mail services.
- b. To utilise the Company's email it is necessary to have a User account.

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INFORMATION TECHNOLOGY AND INTELLECTUAL PROPERTY
POLICY

- c. Email messages sent and received through the email services provided by the Company are property and records of Company. The Company's email may be used only for authorized purposes and no others.
- d. The employees must note that the contents of electronic mail of the Company would not be released to person(s) outside of the Company, except if required in the following circumstances:
 - i. where deemed appropriate by the Company in order to uphold the statutory rights of individuals in matters such as privacy, copyright, workplace health and safety, equal employment opportunity, harassment and discrimination; or
 - ii. a proper request from an appropriate law-enforcement officer investigating an apparently illegal act, including a court order; or
 - iii. a relevant statute.
- e. The Company's IT Facilities, including email and web servers and other similar resources, may not be used for:
 - i. the creation or transmission (other than for properly supervised purposes) of any material or data which could reasonably be deemed offensive, obscene or indecent;
 - ii. the creation or transmission of material which the average reasonable person deems likely to harass, intimidate, harm or distress;
 - iii. the creation or transmission of defamatory material;
 - iv. the unauthorised transmission of material which is labeled as confidential.;
 - v. the transmission of any material that contravenes any relevant Central or State legislation;
 - vi. The deliberate unauthorised access to facilities or services.
 - vii. No User shall use the Company IT Facilities for private gain or for financial gain to a third party.
 - viii. installing, downloading or using unlicensed or unauthorized software.

6. INTERNET USE POLICY

- a. Use of the Internet, must be tempered with common sense and good judgment. Unless authorized by the IT Head, Users are not allowed to access blogs, micro blogs, messengers, social networking sites or any other sites of similar nature while on Company's IT Facilities.

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INFORMATION TECHNOLOGY AND INTELLECTUAL PROPERTY
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- b. PSL is not responsible for material viewed or downloaded by Users from the internet and will be indemnified for any loss and / or damage caused as a result of unauthorized and / or illegal use by any User.
- c. Users must only use the internet for business-related purposes and must not deliberately perform acts that waste computer resources or unfairly monopolize resources to the exclusion of others. These acts include, but are not limited to, sending mass mailings or chain letters, spending excessive amounts of time on the internet, playing games, engaging in online chat groups, printing multiple copies of documents, or otherwise creating unnecessary network traffic. Because audio, video and picture files require significant storage space, files of this or any other sort may not be downloaded unless they are business-related.
- d. Access to the IT Facilities given to employees is to assist them in performance of their jobs. Users should not have an expectation of privacy in anything they create, store, send, or receive on the computer system.
- e. PSL has the right, to monitor any and all of the aspects of its IT Facilities including, but not limited to, monitoring sites visited by Users on the internet, monitoring chat groups and news groups, reviewing material downloaded or uploaded by Users to the internet, and reviewing e-mail sent and received by Users.
- f. PSL may use software to identify inappropriate or sexually explicit internet sites. Such sites may be blocked from access to the Company's IT Facilities. In the event the User nonetheless encounters inappropriate or sexually explicit material while browsing on the internet, the User will immediately disconnect from the site, regardless of whether the site was subject to PSL'S blocking software or not and report the incident immediately to the IT Head.
- g. Material that is fraudulent, harassing, embarrassing, sexually explicit, profane, obscene, intimidating, defamatory or otherwise unlawful, inappropriate, offensive or violative of the IT policy and its policies against sexual or other harassment may not be downloaded from the internet or displayed or stored in the Company's IT Facilities.
- h. A User may not use the IT Facilities to post on web sites or chat rooms "blogs" or other social media sites unless you are engaging in business-related interactions and activity and comply with related policies and procedures including the IT and IP Policy of PSL.
- i. Users may not illegally copy or use any content or software protected under copyright law or make that material available to others for copying.
- j. PSL prohibits data theft of any kind including but not limited to removing any information, emails or other work related information through disks, floppies,

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pen drives or any storage device. Users are prohibited from downloading any work-related information or files or documents from the server without the prior written permission of the IT Department. Where any such information is removed without authorization, PSL will presume data theft and will be presumed a violation of the IT and IP Policy.

- k. To ensure security and to avoid the spread of viruses, Users accessing the internet through the Company's IT Facilities must do so through an approved internet firewall.
- l. Files obtained from sources outside the Company including disks brought from home; files downloaded from the internet, new groups, bulletin boards, or other online services; files attached to e-mail; and files provided by customers or vendors may contain dangerous computer viruses that may damage the Company's IT Facilities. Users should never download files from the internet, accept e-mail attachments from outsiders, or use disks from non-PSL sources, without first scanning the material with PSL-approved virus checking software.

7. INFORMATION TECHNOLOGY SECURITY

- a. The Company recognizes the importance of information technology security and is committed to ensure all business activities performed with the use of information technology are protected and maintained, and that sustainable procedures are in place to reflect "best practice" information technology security.
- b. IT Facilities will be protected by effective management of IT security. The Company's IT Facilities will be provided, managed, and operated such that:
 - i. IT systems are protected according to criticality and requirements of confidentiality, integrity and legality.
 - ii. Security measures are determined with regard to the costs and benefits. This includes consideration of the implementation, on-going management and maintenance of security measures.
 - iii. A minimum set of security controls are established that apply a base level of protection to all IT facilities. A well-structured response system would be established for the reporting and handling of intrusions to IT systems.
 - iv. Regular monitoring program schedules are established to ensure the on-going effectiveness of IT security measures.
- c. The Company reserves the right to monitor its IT Facilities and carry out detailed security audits of any systems and data.

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- d. Users should make every attempt to use secure protocols when accessing network services especially where sensitive or private information is transmitted. This applies particularly to electronic mail.

8. SOFTWARE AND ELECTRONIC MATERIALS

- a. Users and staff members are responsible for making use of software and electronic materials in accordance with the applicable laws, the terms of software licensing agreements, and any applicable Company policies.
- b. The user shall refrain from unauthorized copying or downloading or communication or use of copyright protected material (such as music, videos and software etc.), which will result in violation of the Intellectual Property Right of the right holder
- c. The Company, its employees, and users will comply with all license or purchase terms applicable to the use of any software acquired by or used within the Company.

9. DATA

- a. An employee or User must not examine, disclose, copy, rename, delete or modify data to any outside source without the express or implied permission of HOD of the concerned department. .
- b. A User must respect the privacy and confidentiality of data stored or transmitted on the Company's IT Facilities. Any release of data to those not authorised to receive is expressly forbidden.
- c. Users storing data of a sensitive nature, such as information on individuals whether for academic, administrative or other services used must ensure that the privacy of such information is not compromised. In such cases access controls, such as database authentication and encryption, should be employed.
- d. The Company has a legitimate right to capture and inspect any data stored or transmitted on the Company's IT facilities (regardless of data ownership), when investigating system problems or potential security violations, and to maintain system security and integrity, and prevent, detect or minimise unacceptable behaviour on that facility. Such data will not be released to persons within or outside of the Company, except in response to:
 - i. permission from the User; or
 - ii. a requisition from the concerned HOD, made in writing to the IT Head or delegated persons, to investigate a potential breach of policy; or
 - iii. a requisition from the concerned HOD, made in writing to the IT Head for access to be granted; or

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- iv. where deemed appropriate by the Company in order to uphold the statutory rights of individuals in matters such as privacy, copyright, workplace health and safety, equal employment opportunity, harassment and discrimination; or
- v. a proper request from an appropriate law-enforcement officer investigating an apparently illegal act, including a court order; or
- vi. a relevant statute.

10. INFORMATION TECHNOLOGY ASSETS PROCUREMENT AND MANAGEMENT

- a. Company shall abide by all the applicable laws attached with the usage of IT Facilities used in the Company or in support of its business operations.
- b. The users may not give licensed or copyrighted software to any external parties unless expressly authorised to do so under the prevailing software agreement..
- c. Users may use allotted IT Facilities only in accordance with direction of IT Head or as per the prevailing software agreement.
- d. Users must take due care when using IT Facilities and take reasonable steps to ensure that no damage is caused to IT Facilities
- e. Users must not use equipment if they have reason to believe it is dangerous to themselves or others to do so.
- f. Users must report any damage to IT Facilities to appropriate personnel.
- g. No User shall without proper authorisation:
 - i. attach any device to Company IT Facilities;
 - ii. connect any equipment to the Company network (for example a modem, USB Port etc.) that will extend access or provide off-campus access to Company IT resources without the prior written approval of the his concern Head of the Department. It would be the duty of the HOD to ensure that such connection meets Company security standards;
 - iii. Tamper with or move installed IT facilities without authorisation
- h. Purchase any IT facility which is not available with the Company the User should submit a requisition Slip to the IT Head with the consent of respective Head of Department.
- i. The request shall be forwarded to the purchase department for further processing.

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- j. Such IT facility should only be purchased through legitimate sources and ensure the compliance of due procedure regarding the same.
- k. Once the IT Facility has been received and put into original use the IT Head and the Purchase Managers are responsible for ensuring that the original media, license documents, manuals and other associated material are securely and appropriately stored as Company managed assets.
- l. The IT Officer along with his nominated officer shall conduct random audits for IT assets on a random basis and will affect desktops, laptops and servers.
- m. The audit will identify all software assets installed on randomly selected IT facilities and will test to ensure compliance with all relevant licensing terms and conditions.

11. PRIVACY

- a. The Company seeks to comply with privacy requirements and confidentiality in the provision of all IT Services.
- b. The Company's policy and statutory obligations relating to privacy will be upheld in all cases.
- c. In addition, any privacy shall be subject to or subordinate to the application of law or policy, including this policy.

12. INDEMNITY

In the event the Company is held liable for the Users violation of any Intellectual Property Rights, The User undertakes to indemnify the Company as the case may be against any and all damages, compensation, losses, liabilities, claims, actions, costs and expenses, including reasonable attorney's fees and court fees resulting therefrom.

13. SEVERABILITY

If any provision of this Policy is held to be illegal, invalid or unenforceable, in whole or in part, by a court of competent jurisdiction, then such illegality, invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue to remain in full force and effect.

14. ADHERENCE TO THE COMPANY POLICY

- a. The Company treats misuse of its IT Facilities seriously. Violations of the conditions of the IT Policy may result in temporary or indefinite withdrawal of access, disciplinary action under the Company's, or relevant rules, disciplinary procedures, and/or reimbursement to the Company including possible civil and criminal liability for violation of the IT Policy. In addition if a User is an employee than he may be subject to possible termination from employment,

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- b. IT misconduct by staff or officers will be subject to detailed investigation and if found guilty shall be penalised as per the Company rules apart from the penalty provisions under the respective laws.
- c. A User's access may also be withdrawn by the Company in response to a suspected policy violation.
- d. Nothing in this policy may be construed as or in any way diminishing or removing a person's obligations to comply with the law or their liability to prosecution and punishment under law.
- e. Misuse or unauthorised use of Company IT Facilities may constitute an offence under the Information Technology Act 2000, the Copyright Act, 1957 and/or other legislations enacted by Central or State Governments. Nothing in this policy may be taken as in any way diminishing or removing a person's obligations to comply with the applicable laws, or their liability to prosecution and punishment under law.
- f. Users are encouraged to report any misuse, including any use or copying of unlicensed software or any use of software that does not comply with license or purchase terms and such reports will be treated as confidential.

DECLARATION OF SERVICE BY U.S. MAIL

Case Name: THE PEOPLE OF THE STATE OF CALIFORNIA v. PRATIBHA SYNTEX

No.: BC499751

I declare:

I am employed in the Office of the Attorney General, which is the office of a member of the California State Bar, at which member's direction this service is made. I am 18 years of age or older and not a party to this matter; my business address is 300 South Spring Street, Suite 1702, Los Angeles, CA 90013.

On December 10, 2015, I served the attached [**STIPULATION FOR ENTRY OF FINAL JUDGMENT AND ORDER; PROPOSED FINAL JUDGMENT AND ORDER PURSUANT TO STIPULATION**] by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, in the United States Mail at Los Angeles, California, addressed as follows:

SULLWOLD & HUGHES
1999 Harrison Street, 18th floor
Oakland, CA 94612

I declare under penalty of perjury under the laws of the State of California the foregoing is true and correct and that this declaration was executed on December 10, 2015, at Los Angeles, California.

Haiarpi Petrosyan
Declarant


Signature