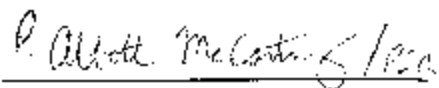


Respectfully submitted,



P. Abbott McCartney
Counsel Supporting the Complaint
Bureau of Competition
Federal Trade Commission
600 Pennsylvania Avenue, N.W.
Washington, D.C. 20580
(202) 326-2695
Facsimile (202) 326-3496



Larissa Paulo-Carres
Counsel for Respondent,
MSC Software Corporation
655 15th Street, N.W.
Washington, D.C. 20005

temporary personnel retained by such law firms to perform legal or clerical duties, or to provide logistical litigation support with regard to this Matter; provided that any attorney associated with Outside Counsel shall not be a director, officer or employee of Respondent. The term Outside Counsel does not include persons retained as consultants or experts for the purpose of this Matter.

13. "Discovery Material" means any documents or information produced or given to one Party by another Party or by a Third Party in connection with discovery of this Matter, and includes without limitation deposition testimony, deposition exhibits, interrogatory

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

2. This paragraph concerns the designation of material as "Confidential" and "Restricted Confidential, Attorney Eyes Only."

(a) Designation of Documents as "CONFIDENTIAL - FTC Docket No. 9299."

Discovery material may be designate material as Confidential Discovery Material by Producing Parties by placing on or affixing, in such manner as will not

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Confidential, Attorney Eyes Only material shall be treated as Confidential Discovery Material and all references in this Protective Order and in the exhibit hereto to Confidential Discovery Material shall include documents designated Restricted Confidential, Attorney Eyes Only.

- (c) Disclosure of Restricted Confidential, Attorney Eyes Only Material to

Directors or Employees of Companies which Develop or Supply CAD/CAM

Disputes concerning the designation or disclosure of Restricted Confidential,

Attorney Eyes Only material shall be resolved in accordance with the provisions

of paragraph 7.

(e) **No Presumption or Inference**

No presumption or inference shall be drawn that material designated Restricted Confidential, Attorney Eyes Only is entitled to the protections of this paragraph.

(f) **Due Process Savings Clause**

Nothing herein shall be construed to limit the rights of any party to file a motion for summary judgment or to file a motion for judgment as a matter of law.

(e) the Administrative Law Judge and personnel assisting him;

(f) court reporters and deposition transcript reporters;

1

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

permitted by this Protective Order, and

~~(b) (5) - Confidential Information, Material, or Methods of a Trade Secret~~

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

~~Application must be accompanied by certification that the next and confer~~

obligation of paragraph have been met, but that good faith negotiations have failed to resolve outstanding issues. The Producing Party and any other Parties shall have five (5) business days to respond to the application. While an application is pending, the Parties shall maintain the pre-application status of the Confidential

~~Order shall~~

11. If any Party receives a discovery request in another proceeding that may require the

Production of Confidential Documents, the Party shall

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

16. This Protective Order shall not apply to the disclosure by a Producing Party or its Counsel of such Producing Party's Confidential Discovery Material to such Producing Party's employees, agents, former employees, board members, directors, and officers.
17. The production or disclosure of any Discovery Material made after entry of this Protective Order which a Producing Party claims was inadvertent and should not have been produced or disclosed because of a privilege will not automatically be deemed to be

a waiver of any privilege to which the Producing Party would have been entitled had the privileged Discovery Material not inadvertently been produced or disclosed. In the event of such claimed inadvertent production or disclosure, the following procedures shall be followed:

- (a) The Producing Party may request the return of any such Discovery Material within twenty (20) days of discovering that it was inadvertently produced or disclosed (or

inadvertently produced or disclosed without redacting the privileged content). A request for the return of any Discovery material shall identify the specific

18. Entry of the foregoing Protective Order is without prejudice to the right of the Parties or Third Parties to apply for further protective orders or for modification of any provision of this Protective Order.

ORDERED:

D. Michael Chappell
Administrative Law Judge

Dated: December 6, 2001

