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February 2, 2007

OUR FILE NUMBER
27,559-135

VIA FAX (770) 528-8976

WRITER'S DIRECT DIAL
(415) 984-8783

Christopher W. Timmons, Esq.
Assistant District Attorney
Cobb Judicial Circuit
10 East Park Square
Marietta, GA 30090

WRITER'S E-MAIL ADDRESS
iramagc@ommm.com

Re: **Grand Jury Investigation Concerning the Cobb County School District**

Dear Mr. Timmons:

Per your conversation with George Riley this morning, please find attached two standard-form Apple Computer confidentiality agreements signed by Joe Redden and Don Beers dated May 5, 2004, together with a fax cover sheet for same to Jim Dudenhoefer, also dated May 5, 2004. These documents were previously produced in this matter and bear Bates numbers APPLE 00629 to APPLE 000633. Also attached are two other versions of the same confidentiality agreements, signed by Redden and Beers on May 14, 2004 and executed by Pola Shornik, Apple Business Development Specialist, on that date. We believe that these agreements were executed at Apple when Redden and Beers arrived for an Executive Briefing regarding Apple's educational programs and 1-to-1 initiatives on May 14, 2004. These agreements bear newly-issued Bates numbers 135 APPLE 11941 to 135 APPLE 11944.

Please feel free to contact me or George (415-984-8741) if you require anything further.

Sincerely,

Ian Ramage
for O'MELVENY & MYERS LLP

Enclosures

SF1:660361.1



**cobb
county
school
district**

BOARD OF EDUCATION

Lindsey Tippins, *Chairman*
Kathie Johnston, *Vice-Chair*
Curt Johnston
Betty Gray
Louca Searcy
Johnny Johnson
Teresa Plenge

SUPERINTENDENT

Joseph J. Redden

FAX TRANSMISSION COVER SHEET

DATE: 5/5/04 TIME: 2:30 pm

NUMBER OF PAGES: 5 (including cover sheet)

TO: Jim Dudenhofer

COMPANY: _____

FROM: Joe Redden / Don Bears

Per your request.

Post Office Box 1088 • Marietta, Georgia 30061 - Telephone: (770) 426-3300

APPLE 000629

CONFIDENTIALITY REQUESTED

MAY 05 '04 02:33PM COBB COUNTY SCHOOLS

P.2/5



Confidentiality Agreement - U.S. For U.S. Based Apple Businesses - (Apple Discloses)

This Confidentiality Agreement (the "Agreement") is entered into and is effective as of 5 Apr 2004 (the "Effective Date") by and between Apple Computer, Inc., 1 Infinite Loop, Cupertino, California 95014 ("Apple") and Joseph J. Reppen ("Recipient").

1. Definition Of Confidential Information.

Recipient agrees that information disclosed by Apple to Recipient regarding

ACADEMIC SYSTEMS SUPPORT TO THE COBBS
COUNTY SCHOOL DISTRICT

and other information, including but not limited to information learned by Recipient from Apple employees, agents or through inspection of Apple's property, that relates to Apple's products, designs, business plans, business opportunities, finances, research, development, know-how, personnel, or third-party confidential information disclosed to Recipient by Apple, the terms and conditions of this Agreement, and the existence of the discussions between Recipient and Apple will be considered and referred to collectively in this Agreement as "Confidential Information." Confidential Information, however, does not include information that: 1) is now or subsequently becomes generally available to the public through no fault or breach on the part of Recipient; 2) Recipient can demonstrate to have had rightfully in its possession prior to disclosure to Recipient by Apple; 3) is independently developed by Recipient without the use of any Confidential Information; or 4) Recipient rightfully obtains from a third party who has the right to transfer or disclose it.

2. NonDisclosure And Nonuse Of Confidential Information.

Recipient will not disclose, publish, or disseminate Confidential Information to anyone other than those of its employees with a need to know, and Recipient agrees to take reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of Confidential Information. Recipient agrees to accept Confidential Information for the sole purpose of evaluation in connection with Recipient's business discussions with Apple. Recipient agrees not to use Confidential Information otherwise for its own or any third party's benefit without the prior written approval of an authorized representative of Apple in each instance.

3. No License to Confidential Information.

All Confidential Information remains the property of Apple and no license or other right in the Confidential Information is granted or implied hereby. Recipient will not file any copyright registrations, patent applications or similar registrations of ownership on the Confidential Information. In the event Recipient does so in violation of this Agreement, Recipient will assign to Apple such registrations and applications. Subject to Recipient's patents and copyrights, Apple is free to use and incorporate in Apple products any ideas, suggestions, or recommendations provided by Recipient, without payment of royalties or other consideration to Recipient.

4. No Warranty.

All information is provided "AS IS," and without any warranty, whether express or implied, as to its accuracy or completeness.

5. Return Of Documents.

Within ten business days of receipt of Apple's written request, and at Apple's option, Recipient will either return to Apple all tangible Confidential Information, including but not limited to all computer programs, documentation, notes, plans, drawings, and copies thereof, or will provide Apple with written certification that all such tangible Confidential Information has been destroyed.

37



Confidentiality Agreement (Discloses)

6. Equitable Relief.

Recipient hereby acknowledges that unauthorized disclosure or use of Confidential Information could cause irreparable harm and significant injury to Apple that may be difficult to ascertain. Accordingly, Recipient agrees that Apple will have the right to seek and obtain immediate injunctive relief to enforce obligations under this Agreement in addition to any other rights and remedies it may have.

7. No Export.

Recipient certifies that no Confidential Information, or any portion thereof, will be exported to any country in violation of the United States Export Administration Act and regulations thereunder.

8. Entire Agreement And Governing Law.

This Agreement constitutes the entire agreement with respect to the Confidential Information disclosed herein and supersedes all prior or contemporaneous oral or written agreements concerning such Confidential Information. This Agreement may not be amended except by the written agreement signed by authorized representatives of both parties. This Agreement will be governed by and construed in accordance with the laws of the State of California, excluding that body of California law concerning conflicts of law.

Understood and Agreed to by the duly authorized representatives of the parties:

Apple Computer, Inc.

Printed Name and Title

By (Signature)

Date

Recipient

Joseph J. Pearson, Superintendent

Printed Name and Title

Joseph J. Pearson

By (Signature)

5/05/04
Date

Recipient: Return signed original to Apple Employee

Apple Employee: Return signed original to Legal, M/S 3-1

Confidentiality Agreement - U.S.
For U.S. Based Apple Businesses - (Apple Discloses)

This Confidentiality Agreement (the "Agreement") is entered into and is effective as of 5/5/04
(the "Effective Date") by and between Apple Computer, Inc., 1 Infinite Loop, Cupertino, California 95014
(Apple) and Donald E. Beers (Recipient).

1. Definition Of Confidential Information.

Recipient agrees that information disclosed by Apple to Recipient regarding Apple's systems support to the Cobb County School District and other information, including but not limited to information learned by Recipient from Apple employees, agents or through inspection of Apple's property, that relates to Apple's products, designs, business plans, business opportunities, finances, research, development, know-how, personnel, or third-party confidential information disclosed to Recipient by Apple, the terms and conditions of this Agreement, and the existence of the discussions between Recipient and Apple will be considered and referred to collectively in this Agreement as "Confidential Information." Confidential information, however, does not include information that: 1) is now or subsequently becomes generally available to the public through no fault or breach on the part of Recipient; 2) Recipient can demonstrate to have had rightfully in its possession prior to disclosure to Recipient by Apple; 3) is independently developed by Recipient without the use of any Confidential Information; or 4) Recipient rightfully obtains from a third party who has the right to transfer or disclose it.

2. NonDisclosure And Notice Of Confidential Information.

Recipient will not disclose, publish, or disseminate Confidential Information to anyone other than those of its employees with a need to know, and Recipient agrees to take reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of Confidential Information. Recipient agrees to accept Confidential Information for the sole purpose of evaluation in connection with Recipient's business discussions with Apple. Recipient agrees not to use Confidential Information otherwise for its own or any third party's benefit without the prior written approval of an authorized representative of Apple in each instance.

3. No License to Confidential Information.

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Confidentiality Agreement (Discloser)

6. Equitable Relief.

Recipient hereby acknowledges that unauthorized disclosure or use of Confidential Information could cause irreparable harm and significant injury to Apple that may be difficult to ascertain. Accordingly, Recipient agrees that Apple will have the right to seek and obtain immediate injunctive relief to enforce obligations under this Agreement in addition to any other rights and remedies it may have.

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Understand and Agreed to by the duly authorized representatives of the parties:

Apple Computer, Inc.

Printed Name and Title

By (Signature)

Date

Recipient

Donald Pross Up Supr
Printed Name and Title
By (Signature) Date 8/5/04

Recipient: Return signed original to Apple Employer

Apple Employee: Return signed original to Legal, NWS1-J

**APPLE COMPUTER, INC.
CONFIDENTIALITY AGREEMENT
(Apple Discloses)**

This Confidentiality Agreement (the "Agreement") is entered into and is effective as of May 14, 2004 (the "Effective Date") by and between Apple Computer, Inc., 1 Infinite Loop, Cupertino, California 95014 ("Apple") and Cobb County School District ("Recipient").

1. Definition Of Confidential Information.

Recipient agrees that information disclosed by Apple to Recipient regarding all future products, strategies, and directions _____

and other information, including but not limited to information learned by Recipient from Apple employees, agents or through inspection of Apple's property, that relates to Apple's products, designs, business plans, business opportunities, finances, research, development, know-how, personnel, or third-party confidential information disclosed to Recipient by Apple, the terms and conditions of this Agreement, and the existence of the discussions between Recipient and Apple will be considered and referred to collectively in this Agreement as "Confidential Information." Confidential information, however, does not include information that: 1) is now or subsequently becomes generally available to the public through no fault or breach on the part of Recipient; 2) Recipient can demonstrate to have had rightfully in its possession prior to disclosure to Recipient by Apple; 3) is independently developed by Recipient without the use of any Confidential Information; or 4) Recipient rightfully obtains from a third party who has the right to transfer or disclose it.

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Understood and Agreed to by the duly authorized representatives of the parties:

Apple Computer, Inc.

Recipient

**Pola Shornik, Business Development
Specialist**

Dr. Don Beers, Deputy Superintendent

Printed Name and Title

Printed Name and Title

Pola Shornik 5/14/09

Dr. Don Beers 5/14/09

By (Signature)

Date

By (Signature)

Date

**Recipient: Return signed original to Apple Employee
Apple Employee: Return signed original to Legal, M/S 3-1**



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Understood and Agreed to by the duly authorized representatives of the parties:

Apple Computer, Inc.

Recipient

Pola Shornik, Business Development Specialist

Gen. Joe Redden, Superintendent

Printed Name and Title

Printed Name and Title

Pola Shornik 5/14/04

Joseph J. Redden 14 May 2004

By (Signature)

Date

By (Signature)

Date

**Recipient: Return signed original to Apple Employee
Apple Employee: Return signed original to Legal, M/S 3-I**