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FAX TRANSMISSION COVER SHEET**July 29, 2005**To:**Richard Forno**Telephone:Fax Number:**(253) 793-3166**

From: Andrew P. Valentine
650.833.2065

Client-Matter Number: 026573-000020

Re: Cisco Systems, Inc. and Internet Security Systems, Inc. v. Michael Lynn, et al

Pages: - 9 - (including this form) **Originals:** will follow by regular mail

**If there is a problem with this transmission, please call Christina Wikner at (650) 833-1528
Fax Operator/Ext.**

Message:

CONFIDENTIALITY NOTICE

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July 29, 2005

Electronic Mail and Facsimile

Richard Forno
Email: x2@infowarrior.org
Fax: (US) 253-793-3166

Dear Mr. Forno:

I am an attorney at DLA Piper Rudnick Gray Cary US LLP and represent Internet Security Systems, Inc. ("ISS"). I write to inform you that you are currently hosting website content that contains proprietary information of ISS that was stolen by a former employee. We demand that you take down the posting immediately.

The posting is located on your website at <http://www.infowarrior.org/users/rforno/lynn-cisco.pdf> and relates to a presentation that ISS decided not to give at the Black Hat 2005 USA Conference in Las Vegas, Nevada. Michael Lynn (who terminated his employment with ISS on Wednesday) was not authorized to take and distribute it and Black Hat, to the extent it had the presentation, was under an obligation to keep it confidential.

On Wednesday, ISS and Cisco sued Mr. Lynn and Black Hat for claims of copyright infringement, misappropriation of trade secrets, and breach of employment agreement in connection with improper distribution of the material. On Thursday, Judge Jeffrey White of the United States District Court for the Northern District of California issued a permanent injunction preventing further distribution of the material (attached). *Cisco Systems, Inc. and Internet Security Systems, Inc. v. Michael Lynn and Black Hat Inc.* United States District Court, Northern District of California.

We also understand that the unlawful distribution of this information is the subject of a federal investigation.

We demand that the posting be taken down immediately. If the posting is not withdrawn immediately, ISS will be forced to pursue its legal remedies. Please immediately confirm by email response or phone by 12:00 p.m. PDT, July 30, 2005, that the posting has been removed.

Thank you for your anticipated cooperation in this regard. I look forward to your prompt response.

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July 29, 2005
Page Two

Very truly yours,

DLA Piper Rudnick Gray Cary US LLP

A handwritten signature in black ink, appearing to read "Andrew P. Valentine". The signature is fluid and cursive, written over the printed name.

Andrew P. Valentine
Attorney
andrew.valentine@dlapiper.com

Admitted to practice in California

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ANDREW P. VALENTINE (Bar No. 162094)
GREGORY J. LUNDELL (Bar No. 234941)
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2000 University Avenue
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Tel: 650.833.2000
Fax: 650.833.2001

Attorneys for Plaintiffs
Cisco Systems, Inc. and Internet Security Systems,
Inc.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

CISCO SYSTEMS, INC. and INTERNET
SECURITY SYSTEMS, INC.,

Plaintiffs,

v.

MICHAEL LYNN and BLACK HAT,
INC.,

Defendants.

CASE NO. 05-CV-03043 *JTW*

STIPULATED PERMANENT
INJUNCTION

Date: July 28, 2005

Time: 8:30 a.m.

Judge: Hon. Jeffrey White

The parties to this action by and through their attorneys hereby stipulate to the following
PERMANENT INJUNCTION, and the Court HEREBY ORDERS, ADJUDGES AND
DECREES:

Defendant Michael Lynn

Defendant Michael Lynn is hereby permanently enjoined as follows:

- From disclosing or disseminating the ISS Presentation attached to the Declaration of Michael Quinn, Exhibit A (the "ISS Presentation") and any drafts,

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content, portions or derivatives thereof, which he acknowledges are required to be returned to ISS under the terms of his employment agreements with ISS;

2. From disclosing or disseminating the presentation given by Michael Lynn on July 27, 2005 at the Black Hat 2005 USA Conference, which he acknowledges that ISS did not authorize him to present and which he had notified ISS he would not present. In particular, ISS had directed no presentation or live demonstration would be made which included disassembled Cisco code and the "pointers". (ISS and Cisco stipulate that they had prepared an alternative presentation designed to discuss Internet security, including the flaw which Lynn had identified, but without revealing Cisco code or pointers which might help enable third parties to exploit the flaw, but were informed they would not be allowed to present that presentation at the conference).

3. From unlawfully disassembling or reverse engineering Cisco code in the future;

4. From using Cisco decompiled code currently in his possession or control for any purpose; for avoidance of doubt, Lynn is not precluded from lawful discussions of Internet security using materials lawfully obtained.

5. From disseminating any video recording of all or any portion of his July 27, 2005 presentation at the Black Hat 2005 USA Conference.

Defendant Michael Lynn shall, by 5:00 p.m., PDT, August 1, 2005:

6. Return to counsel for ISS the ISS Presentation and any drafts thereof that are in his possession or control;

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- 7. Return to counsel for Cisco any decompiled Cisco code that is in his possession or control;
- 8. Deliver to counsel for Cisco any video recording of his July 27, 2005 presentation at the Black Hat 2005 USA Conference that is currently in his possession or control or which comes into his possession or control at any future time, regardless of the medium on which is stored.
- 9. Return to counsel for ISS all ISS material (including ISS code and all vulnerability information) required to be returned under his Agreement on Confidentiality, Work Product and Non-Solicitation, dated November 18, 2003. Lynn shall not copy, use or disseminate ISS material except for the purpose of complying with this provision. Lynn shall not destroy, delete or erase any computer data in his possession or control, and has not done so since July 27, 2005. Lynn shall prepare complete mirror images of all computer data in his possession or control. ISS and Lynn shall appoint a third party forensic expert to verify, in the presence of ISS and Lynn (or his representative), on the mirror image, that Lynn has provided to ISS and/or Cisco any ISS- or Cisco-owned materials. The forensic expert will, if ISS or Cisco requests, create copies of those materials for ISS and/or Cisco and will then delete all ISS- and/or Cisco-owned materials from the mirrored data and the forensic expert shall then wipe the deleted files and free space. Any non-ISS or non-Cisco-owned materials shall be viewed under a protective order to ensure its confidentiality. The forensic expert shall then delete, fully wipe and reformat the original storage media. The data on the mirrored copy, which no longer includes ISS- or Cisco-owned materials, shall then be transferred onto the original storage media. The forensic expert will delete, fully

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wipe and reformat the mirrored data storage media. Lynn will decrypt any encrypted materials if required for review by the forensic expert. If the parties cannot agree on a third party expert within ten days, each party shall within ten days appoint a representative and the representatives so appointed shall within seven days select the forensic expert to conduct the inspection. Lynn hereby confirms that no ISS- or Cisco-owned material has been transferred or sent elsewhere.

Defendant Michael Lynn shall also:

10. Make no further presentation(s) at Black Hat 2005 USA Conference or DEFCON 2005;

11. Identify to counsel for ISS/Cisco anyone to whom he has disclosed in written form or electronically the ISS Presentation, or any of the contents, portions of derivatives thereof, or any exploit code related thereto (not including those who only heard or saw his presentation at the Black Hat 2005 USA Conference on the morning of July 27) by 5:00 pm July 28, 2005 PDT.

12. Identify by 5:00 p.m., July 28, 2005 PDT to counsel for ISS and Cisco anyone to whom he disclosed (outside of the ISS disclosure process), sold or offered to sell any ISS or Cisco code or any vulnerabilities in ISS, Cisco or any other manufacturer's code, whether the vulnerability was discovered by him or ISS, from December 1, 2003 to the present ;

13. Identify any websites (if any) 1) where he posted directly or indirectly the ISS Presentation, his slides from the Black Hat 2005 USA July 27, 2005 presentation or decompiled Cisco code; or 2) where he is aware such information

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is posted. If such postings were made directly or indirectly by him, he shall have such postings taken down by 5:00 p.m., July 28, 2005 PDT.

Defendant Black Hat

Defendant Black Hat is hereby permanently enjoined as follows:

1. From copying or disseminating any video recording of Lynn's July 27, 2005 presentation at the Black Hat 2005 USA Conference.

Defendant Black Hat shall, by 5 p.m. PDT July 28, 2005.

1. Deliver to counsel for Cisco any video recording of Mr. Lynn's July 27, 2005 presentation at the Black Hat 2005 USA Conference.

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IT IS SO STIPULATED.

DATED: July 28, 2005

DLA Piper Rudnick Gray Cary US LLP

By:


Andrew Valentine
Attorneys for Plaintiffs
CISCO SYSTEMS and INTERNET
SECURITY SYSTEMS

DATED: July 28, 2005

Jennifer Granick

By:


Jennifer Granick
Attorney for Defendant
MICHAEL LYNN

DATED: July 28, 2005

Jeffrey McNamara

By:


Jeffrey McNamara
Attorney for Defendant
BLACK HAT, INC.

IT IS SO ORDERED.

DATED: July 28, 2005


The Hon. Jeffrey White
United States District Court Judge