

CEASE AND DESIST DEMAND

Sent by Certified Mail and email

November 16, 2011

Trevor Eckhart

[REDACTED]

[REDACTED]

[REDACTED]

Dear Mr. Eckhart:

I am writing on behalf on my employer, Carrier IQ, Inc., to notify you that your unlawful copying of Carrier IQ, Inc.'s training materials on your website¹ (the "Training Materials") infringes on Carrier IQ, Inc.'s exclusive copyrights. Accordingly, you are hereby directed to

CEASE AND DESIST ALL COPYRIGHT INFRINGEMENT.

All copyrightable aspects of the Training Materials are copyrighted under United States copyright law and Carrier IQ, Inc. is the owner of such copyright. Under United States copyright law, Carrier IQ, Inc.'s copyrights have been in effect since the date that the Training Materials were created.

It has come to our attention that you have been copying the Training Materials. We have copies of your unlawful copies to preserve as evidence. Your actions constitute copyright infringement in violation of United States copyright laws. Under 17 U.S.C. 504, the consequences of copyright infringement include statutory damages of between \$750 and \$30,000 per work, at the discretion of the court, and damages of up to \$150,000 per work for willful infringement. If you continue to engage in copyright infringement after receiving this letter, your actions will be evidence of "willful infringement."

CEASE AND DESIST ALL FALSE ALLEGATIONS.

In addition to infringing Carrier IQ, Inc.'s copyrights, you have made allegations on your website (see footnote 1), that are without substance, untrue, and that we regard as

¹ <http://androidsecuritytest.com/features/logs-and-services/loggers/carrieriq/> ;
<http://www.androidfilehost.com/main/.TrevE/CIQ/>

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damaging to our reputation and the reputation of our customers. At this time we demand that you remove such allegations from the web and cease and desist from making any allegations or passing any false and unsubstantiated public comment directly or indirectly on our company, products, services or companies who may use our technology.

We demand that you immediately

- cease and desist your unlawful copying of the Training Materials;
- contact all persons and entities to whom you have directly or indirectly provided copies of the Training Materials and inform them that such materials are confidential/copyright-protected materials belonging to Carrier IQ, Inc. were provided improperly in infringement of the rights of Carrier IQ, Inc.;
- provide Carrier IQ, Inc. with contact information for such all persons and entities;
- cease and desist from making any unsubstantiated allegations or passing any false or unsubstantiated public comment directly or indirectly relating to Carrier IQ, Inc., its products and services or companies who may use Carrier IQ, Inc. technology;
- send written retractions to all persons and entities to whom you have directly or indirectly distributed the unsubstantiated allegations relating to Carrier IQ, Inc. products or services;
- issue a public press release on the AP wire containing the following statement:
- remove all content and references to Carrier IQ, Inc. (including references to Carrier IQ and/or CIQ) from the website androidsecuritytest.com, any mirrors and references and replace your original "CarrierIQ" article with the following statement:

"Carrier IQ, Inc. has requested that I remove my original article entitled "CarrierIQ" as it contained numerous inaccuracies and material subject to their copyright. I would also like to apologize to Carrier IQ, Inc. for misrepresenting the capabilities of their products and for distributing copyrighted content without permission.

"On clarifying the actions of Carrier IQ, Inc. software, it is clear that while they inspect many aspects of device performance they are not in fact recording keystrokes or providing user tracking tools and have no intention of doing so.

"Carrier IQ, Inc. technology does not allow their customers to task devices which are no longer in their service (for example when a subscriber of one operator moves their phone to another operator) and restricts each customer to its own subscribers.

"The Carrier IQ, Inc. software is integrated by intent by device manufacturers and operators; it does not meet the definition of a rootkit and does not subvert the operation of the device as I previously claimed. Under my previous

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definition, any software loaded by an OEM that shipped with a device would meet my criteria for rootkit.”

- provide Carrier IQ, Inc. with prompt written assurance by 12.00pm EST on November 18th that you will comply with the foregoing.

If you do not comply with these cease and desist demands within this time period, please be advised that Carrier IQ, Inc. will pursue all available legal remedies, including seeking monetary damages, injunctive relief, and an order that you pay court costs and attorney’s fees. In addition, Carrier IQ, Inc. is entitled to use your failure to comply as evidence of “willful infringement” of copyright and seek monetary damages and equitable relief for your copyright infringement. In the event you fail to meet this demand, your liability and exposure under such legal action could be considerable.

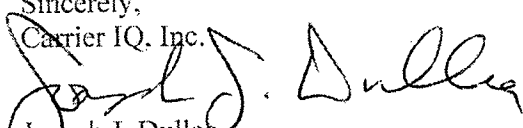
Before taking these steps, however, Carrier IQ, Inc. wishes to give you one opportunity to discontinue your illegal conduct by complying with this demand by 12.00pm EST on November 18th. Accordingly, please sign and return the attached *Agreement* by 12.00pm EST on November 18th to

Joseph J. Dullea
c/o Jewel Rich
1200 Villa St., Suite 200
Mountain View, CA 94041

With an email copy to: [REDACTED]@carrieriq.com, cc [REDACTED]@carrieriq.com

If you or your attorney have any questions, please contact me directly.

Sincerely,
Carrier IQ, Inc.


Joseph J. Dullea
General Counsel
[REDACTED]

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Attached page:

Copyright Infringement Settlement Agreement

I, _____, agree to immediately:

- cease and desist your unlawful copying of the Training Materials;
- contact all persons and entities to whom you have directly or indirectly provided copies of the Training Materials and inform them that such materials are confidential/copyright-protected materials belonging to Carrier IQ, Inc. were provided improperly in infringement of the rights of Carrier IQ, Inc.;
- provide Carrier IQ, Inc. with contact information for such all persons and entities;
- cease and desist from making any unsubstantiated allegations or passing any false or unsubstantiated public comment directly or indirectly relating to Carrier IQ, Inc., its products and services or companies who may use Carrier IQ, Inc. technology;
- send written retractions to all persons and entities to whom you have directly or indirectly distributed the unsubstantiated allegations relating to Carrier IQ, Inc. products or services;
- issue a public press release on the AP wire containing the following statement:
- remove all content and references to Carrier IQ, Inc. (including references to Carrier IQ and/or CIQ) from the website androidsecuritytest.com, any mirrors and references and replace your original "CarrierIQ" article with the following statement:

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definition of a rootkit and does not subvert the operation of the device as I previously claimed. Under my previous definition, any software loaded by an OEM that shipped with a device would meet my criteria for rootkit.”

in exchange for which Carrier IQ, Inc. agrees to release any claims against me for copyright infringement with respect to the Training Materials. In the event this agreement is breached by me, Carrier IQ, Inc. will be entitled to costs and attorney’s fees in any action brought to enforce this agreement and shall be free to pursue all rights that Carrier IQ, Inc. had as of the date of this Agreement as if this Agreement had never been signed.

Signed: _____

Dated: _____

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