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and DELIVERY TECHNOLOGIES US,
INC.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

MAPLEBEAR INC. DBA INSTACART,

Plaintiff,

v.

CORNERSHOP TECHNOLOGIES, INC.;
CORNERSHOP TECHNOLOGIES LLC;
DELIVERY TECHNOLOGIES US, INC.;
DOES 1-10,

Defendants.

Case No. 5:21-cv-03633-SVK

**JOINT MOTION FOR ENTRY OF
STIPULATED PERMANENT
INJUNCTION & ORDER OF DISMISSAL**

Judge: Hon. Susan van Keulen

Date Filed: July 16, 2020

Trial Date: September 19, 2022

Pursuant to Federal Rules of Civil Procedure 41(a) and 65, and Local Civil Rule 7-12, Plaintiff Mapbear Inc. dba Instacart (“Instacart”) and Defendants Cornershop Technologies, Inc., Cornershop Technologies LLC, and Delivery Technologies US, Inc. (collectively, “Cornershop”) (Instacart and Cornershop, collectively, “the Parties”) respectfully submit this joint motion for entry of a stipulated permanent injunction and an order of dismissal with prejudice. The Parties have agreed to settle the above-captioned case. In connection with the Settlement Agreement, the Parties have agreed to the entry of a Stipulated Permanent Injunction and Order of Dismissal, in the form attached hereto as a Proposed Order. Accordingly, the Parties jointly move the Court to enter the Stipulated Permanent Injunction and Order of Dismissal. Each Party agrees that the Court may retain jurisdiction to enforce the terms of the Stipulated Permanent Injunction and the Settlement Agreement. Each Party agrees to bear its own costs, attorneys’ fees, and expenses.

Dated: January 6, 2022

By: KEKER, VAN NEST & PETERS LLP

/s/ Sharif E. Jacob

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Dated: January 6, 2022

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/s/ Michael A. Jacobs

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and DELIVERY TECHNOLOGIES US,
INC.

ATTESTATION

Pursuant to Civil Local Rule 5-1(i)(3), I attest that all other signatories listed, and on whose behalf this filing is submitted, concur in the filing's content, and have authorized the filing.

Dated: January 6, 2022

/s/ Sharif E. Jacob
SHARIF E. JACOB

**[PROPOSED] ORDER ENTERING STIPULATED PERMANENT INJUNCTION &
ORDER OF DISMISSAL**

Plaintiff Maplebear Inc. dba Instacart (“Instacart”) filed the above captioned lawsuit on July 16, 2020, together with a motion for a preliminary injunction. Instacart’s suit alleges that Defendants Cornershop Technologies Inc., Cornershop Technologies LLC, and Delivery Technologies US, Inc. (collectively, “Cornershop”) scraped Instacart’s Platform and misappropriated Instacart’s copyrighted product images and data. Instacart asserts that Cornershop’s conduct violated the Computer Fraud and Abuse Act (“CFAA”), the Copyright Act, the Digital Millennium Copyright Act, the Texas Harmful Access by a Computer Act (“THACA”), the Texas common law of unfair competition, and breached its contracts with Instacart.

The Parties entered into a stipulated preliminary injunction on September 23, 2020 and have now reached an agreement to settle the remaining outstanding matters in dispute. In connection with their settlement agreement, the Parties have agreed to consent to the entry of a permanent injunction as follows:

DEFINITIONS

1. For the purposes of this Order, the term “scraping” shall refer to any system, method, process, or technique by which a computer, computer system, application programming interface, computer program, application, or other logical operation extracts, copies, translates, makes a derivative from, or otherwise records data from any third-party website or application.

2. For the purposes of this Order, “affiliate” shall refer to any person or entity related to, associated with, contracted with, partnered with, in a joint venture with, owning, owned by, operated by, under common control with as of the date of this Order, under the direction of, or with the ability to direct or control Cornershop or any parent or subsidiary thereof, as well as any current and former principal, officer, director, manager, general partner, employee, agent, servant, vendor, parent company, or subsidiary of any such person or entity, including that person or entity’s advisors, consultants, contractors, attorneys, accountants, predecessors, successors, assigns, heirs, administrators, executors, supervisors, or representatives.

3. For the purposes of this Order, (a) “platform” shall refer to a party’s owned or

1 operated technology platform, whether accessed by a web-based browser or phone-based
2 application, that processes customer orders placed on virtual retailer storefronts, as well as the
3 application through which the independent service providers with whom a party contracts using
4 the platform receive those orders; and (b) “Instacart platform” shall mean any such platform that
5 is visibly identified as, disclosed to Cornershop, or otherwise known by Cornershop to be owned
6 or operated by Instacart or any entity that Instacart controls, is controlled by, or is under common
7 control with Instacart, directly or indirectly.

8 4. Use of the singular also includes the plural and vice-versa, even for the above
9 defined terms.

10 5. The words “or” and “and” shall be read in the conjunctive and in the disjunctive
11 wherever they appear, and neither of these words shall be interpreted to limit the scope of this
12 Order.

13 ORDER

14 The Court finds that entrance of this injunction is necessary to effectuate the Parties’
15 Settlement Agreement and **HEREBY ORDERS** that Cornershop and its officers, agents,
16 servants, employees, and attorneys, and other persons who are in active concert or participation
17 with any of the foregoing, are hereby **ENJOINED** from:

18 1. Displaying, publishing, reproducing, or distributing any copies or derivatives of
19 any of Instacart’s copyrighted images, including without limitation those images identified in
20 Exhibit S of the Romaniuk Declaration attached to Instacart’s Motion for Preliminary Injunction;

21 2. Scraping, or facilitating the scraping of, any Instacart platform, or otherwise
22 copying or facilitating the copying of portions of any Instacart platform, in excess of the license
23 granted by the Terms of Service, in the form attached hereto as Exhibit A;

24 3. Otherwise accessing and using any Instacart platform in excess of the license
25 granted by the Terms of Service, in the form attached hereto as Exhibit A; and

26 4. Using or displaying any original or altered computer files, data, or other
27 information including but not limited to package information, file names, metadata, and catalog
28 information such as pricing, product information, and product availability, originating from

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