

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

ARM LTD., a U.K. corporation,

Plaintiff,

v.

QUALCOMM INC., a Delaware corporation,
QUALCOMM TECHNOLOGIES, INC., a
Delaware corporation, and NUVIA, INC., a
Delaware corporation,

Defendants.

C.A. No. 22-1146-MN

[DEFENDANTS' PROPOSED] VERDICT FORM

In answering the following questions and filling out this Verdict Form, you are to follow all of the instructions I have given you in the Court's charge. Your answer to each question must be unanimous.

Questions 1-3 relate to Arm's claim against Qualcomm and Nuvia. Questions 4-8 relate to Qualcomm's and Nuvia's claims against Arm.

We, the jury in this case, find the following answers to the following questions:

Arm’s Claims

Question 1: Did Arm prove by a preponderance of the evidence each of the following elements of a breach of the Nuvia ALA by Nuvia?

- | | <u>YES</u>
<u>For Arm</u> | <u>NO</u>
<u>For Nuvia</u> |
|--|--|---|
| a) Did Arm perform its contractual obligations under the Nuvia ALA? | YES _____ | NO _____ |
| b) Did Nuvia breach Section 15.1 of the Nuvia ALA? | YES _____ | NO _____ |
| c) If there was a breach, did Arm suffer harm? | YES _____ | NO _____ |
| d) If there was a breach and if there was harm to Arm, was the breach a substantial factor in causing that harm? | YES _____ | NO _____ |

Question 2: Did Arm prove by a preponderance of the evidence each of the following elements of a breach of the Nuvia ALA by Qualcomm?

- | | <u>YES</u>
<u>For Arm</u> | <u>NO</u>
<u>For Qualcomm</u> |
|--|--|--|
| a) Did Arm perform its contractual obligations under the Nuvia ALA? | YES _____ | NO _____ |
| b) Did Qualcomm breach Section 15.1 of the Nuvia ALA? | YES _____ | NO _____ |
| c) If there was a breach, did Arm suffer harm? | YES _____ | NO _____ |
| d) If there was a breach and if there was harm to Arm, was the breach a substantial factor in causing that harm? | YES _____ | NO _____ |

Question 3: Have Defendants proven that Arm acted towards Defendants in such a way that Arm should be denied the relief it seeks in this lawsuit?

YES
For Defendants **NO**
For Arm

YES _____ NO _____

Qualcomm's and Nuvia's Claims

Question 4: Did Nuvia prove by a preponderance of the evidence each of the following elements of a breach of the Nuvia ALA by Arm?

- | | YES
<u>For Nuvia</u> | NO
<u>For Arm</u> |
|--|---------------------------------------|------------------------------------|
| a) Did Nuvia perform its contractual obligations under the Nuvia ALA? | YES _____ | NO _____ |
| b) Did Arm breach Section 15.1 of the Nuvia ALA? | YES _____ | NO _____ |
| c) If there was a breach, did Nuvia suffer harm? | YES _____ | NO _____ |
| d) If there was a breach and if there was harm to Nuvia, was the breach a substantial factor in causing that harm? | YES _____ | NO _____ |

Question 5: Did Nuvia prove by a preponderance of the evidence each of the following elements of a breach of the Nuvia TLA by Arm?

- | | YES
<u>For Nuvia</u> | NO
<u>For Arm</u> |
|--|---------------------------------|------------------------------|
| a) Did Nuvia perform its contractual obligations under the Nuvia TLA? | YES _____ | NO _____ |
| b) Did Arm breach Section 15.1 of the Nuvia TLA? | YES _____ | NO _____ |
| c) If there was a breach, did Nuvia suffer harm? | YES _____ | NO _____ |
| d) If there was a breach and if there was harm to Nuvia, was the breach a substantial factor in causing that harm? | YES _____ | NO _____ |

If your answer to all subparts of Question 4 was “yes” **OR** if your answer to all subparts of Question 5 was “yes”, answer Question 6. If not, skip Question 6 and proceed to Question 7.

Question 6: What are Nuvia’s damages?

\$ _____

Question 7: Did Qualcomm prove by a preponderance of the evidence that its custom CPUs are licensed under the Qualcomm ALA?

YES <u>For Qualcomm</u>	NO <u>For Arm</u>
YES _____	NO _____

Question 8: Did Qualcomm prove by a preponderance of the evidence that Arm's statements that Qualcomm's ALA expires in 2025 are false?

YES
For Qualcomm

NO
For Arm

YES _____ **NO** _____

CONCLUSION

You have reached the end of the verdict form. Review the completed form to ensure that it accurately reflects your unanimous determinations. All jurors should then sign and date the Verdict Form in the space below and notify the Court Security Officer that you have reached a verdict.

Date: _____

Foreperson

Juror

Juror

Juror

Juror

Juror

Juror

Juror

Juror