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

ARM LTD., a U.K. corporation,

Plaintiff,

v.

C.A. No. 22-1146-MN

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

Defendants.

### [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 4-5 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?

|    |  | YES<br><u>For Arm</u> | NO<br><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<br>was harm to Arm, was the breach<br>a substantial factor in causing that<br>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?

|    |  |      | YES<br><u>For Arm</u> | NO<br><u>For Qualcomm</u> |
|----|--|------|-----------------------|---------------------------|
| a) | Did Arm perform its contractual obligations under the Nuvia ALA?   | YES  |                       | NO                        |
| b) | Did Qualcomm breach Section<br>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<br>was harm to Arm, was the breach<br>a substantial factor in causing that<br>harm? | YES_ |                       | NO                        |

**Question 3:** Have Defendants proven that Arm breached the implied obligation of good faith and fair dealing by unreasonably refusing to consent to the assignment of the Nuvia ALA to Qualcomm?

YES <u>For Defendants</u>

NO <u>For Arm</u>

YES\_\_\_\_\_ NO\_\_\_\_\_

## **Qualcomm's Claims**

**Question 4:** Did Qualcomm prove by a preponderance of the evidence that its custom CPUs are licensed under the Qualcomm ALA?

| YES          | NO             |
|--------------|----------------|
| For Qualcomm | <u>For Arm</u> |
|              |                |

YES \_\_\_\_\_ NO \_\_\_\_\_

**Question 5:** Did Qualcomm prove by a preponderance of the evidence that Arm made false statements to Qualcomm's customers?

| YES          | NO             |
|--------------|----------------|
| For Qualcomm | <u>For Arm</u> |

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:

| Foreperse | on      |
|-----------|---------|
| Jur       | <br>ror |
| Jur       | <br>ror |