

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NORTH CAROLINA
WESTERN DIVISION

FILED IN OPEN COURT
ON 10-9-2015 CB
Julie Richards Johnston, Clerk
US District Court
Eastern District of NC

SAS INSTITUTE INC.

v.

CASE NO: 5:10-CV-25-FL

WORLD PROGRAMMING LIMITED

VERDICT FORM

BREACH OF CONTRACT

1. Was Plaintiff SAS Institute damaged by WPL's breach of the SAS Learning Edition License Agreement? **CIRCLE YOUR ANSWER.**

YES or NO

2. If you answered "YES", enter the amount of actual damages in the space provided. If you answered "NO", enter a nominal amount in the space provided.

\$ 26,376,635

FRAUDULENT INDUCEMENT/FRAUD

3. Did the Defendant WPL fraudulently induce plaintiff SAS to enter into the SAS Learning Edition License Agreement?

CIRCLE YOUR ANSWER.

YES or NO

IF YOU ANSWER "NO" TO QUESTION 3, DO NOT ANSWER ANY MORE QUESTIONS.

4. If you answered "YES", was SAS damaged by the actions of WPL? **CIRCLE YOUR ANSWER.**

YES or NO

5. If you answered "YES", enter the amount of actual damages in the space provided. If you answered "NO", enter a nominal amount in the space provided.

\$ 26,376,635

6. Is SAS entitled to punitive damages? **CIRCLE YOUR ANSWER.**

YES or NO

7. If so, in what amount?

\$ 3,000,000

UNFAIR TRADE AND DECEPTIVE PRACTICES

You will answer the following questions only if you found that WPL fraudulently induced SAS to enter into the SAS Learning Edition License Agreement.

8. Was WPL's conduct in commerce or affecting commerce?

CIRCLE YOUR ANSWER.

YES or NO

9. Was WPL's conduct a proximate cause of SAS's injury?

CIRCLE YOUR ANSWER.

YES or NO

10. If you answered "YES" to Questions 8 and 9, enter the amount of actual damages in the space provided. If you answered "NO", enter a nominal amount in the space provided.

\$ 26,376,635



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Oct. 9, 2015

Date