

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

_____)	
ARENDI S.A.R.L.,)	
)	
Plaintiff,)	
)	
v.)	C.A. No. 13-919-JLH
)	
GOOGLE LLC,)	
)	
Defendant.)	
_____)	

THE COURT’S PROPOSED FINAL JURY INSTRUCTION SECTION 5.7

5.7 LICENSE DEFENSE—THE SAMSUNG AGREEMENT

Google contends that Arendi’s Settlement and Patent License Agreement with Samsung reduces Arendi’s claim for damages. In particular, Google asserts that the Samsung Agreement covers user downloads of the accused Google apps from the Google Play Store to Samsung devices.

Arendi contends that the agreement does not reduce the damages that Arendi is entitled to receive.

Google apps that were preinstalled on Samsung devices are not at issue in this case. If you reach the issue of damages, it is up to you to decide whether or not the Samsung Agreement reduces any of Arendi’s damages as to Google with respect to user downloads of the accused Google apps onto Samsung devices.

In making this determination, you should consider whether accused Google apps downloaded onto Samsung devices are “Licensed Product(s)” under Section 1.6 of the Agreement, and whether Google is a “supplier” under Section 3.1 of the Agreement.

To make this determination, you must interpret the Samsung Agreement to decide what Arendi and Samsung intended to agree upon. The best evidence of what Arendi and Samsung intended is the words they used in the agreement. In evaluating the words in the agreement, you should not consider particular words in isolation but should consider the agreement as a whole in light of the overall intention of the parties to the agreement. You may also consider other evidence presented at trial regarding the intent of the parties to the agreement.

Google bears the burden of proving, by a preponderance of the evidence, that Arendi’s license agreement with Samsung reduces the damages to which Arendi is entitled to receive from Google.

