

# UNITED STATES DISTRICT COURT EASTERN DISTRICT OF NORTH CAROLINA WESTERN DIVISION

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.

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.

### FRAUDULENT INDUCEMENT/FRAUD

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



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.

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.

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

7. If so, in what amount?

## UNFAIR TRADE AND DECEPTIVE PRACTICES

You will answer the following questions <u>only</u> 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.

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





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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Oex. 9, 2015

Date