

## JURY QUESTIONS

### I. Trade Secret Misappropriation

**Do you find by a preponderance of the evidence that:**

1. The alleged propriety source code and confidential documentation for the VANTAGE-ONE® / Wealth Management Accelerator™ and CyberLife® software platforms is CSC's property?

Answer Yes or No Yes

*If your answer is "No," this ends your deliberations, and your foreperson should sign and date the last page of this verdict form. If your answer is "Yes," go to the next question.*

**Do you find by a preponderance of the evidence that:**

2. The source code and confidential documentation for the VANTAGE-ONE® / Wealth Management Accelerator™ and CyberLife® software platforms is not generally known to another person who can obtain economic value from the disclosure or use of the information?

Answer Yes or No Yes

*If your answer is “No,” this ends your deliberations, and your foreperson should sign and date the last page of this verdict form. If your answer is “Yes,” go to the next question.*

**Do you find by a preponderance of the evidence that:**

3. The source code and confidential documentation for the VANTAGE-ONE® / Wealth Management Accelerator™ and CyberLife® software platforms is not readily discoverable through proper means?

Answer Yes or No Yes

*If your answer is "No," this ends your deliberations, and your foreperson should sign and date the last page of this verdict form. If your answer is "Yes," go to the next question.*

**Do you find by a preponderance of the evidence that:**

4. The source code and confidential documentation for the VANTAGE-ONE® / Wealth Management Accelerator™ and CyberLife® software platforms derives independent economic value, actual or potential, from not being known to, and not readily ascertainable through proper means by, another person who can obtain economic value from the disclosure or use of the information?

Answer Yes or No Yes

*If your answer is "No," this ends your deliberations, and your foreperson should sign and date the last page of this verdict form. If your answer is "Yes," go to the next question.*

**Do you find by a preponderance of the evidence that:**

5. CSC has taken reasonable steps to keep the source code and confidential documentation for the VANTAGE-ONE® / Wealth Management Accelerator™ and CyberLife® software platforms secret?

Answer Yes or No Yes

*If your answer is "No," this ends your deliberations, and your foreperson should sign and date the last page of this verdict form. If your answer is "Yes," go to the next question.*

**Do you find by a preponderance of the evidence that:**

6. The source code and confidential documentation for the VANTAGE-ONE® / Wealth Management Accelerator™ and CyberLife® software platforms relate to a product or service used in, or intended for use in, interstate or foreign commerce?

Answer Yes or No Yes

*If your answer is "No," this ends your deliberations, and your foreperson should sign and date the last page of this verdict form. If your answer is "Yes," go to the next question.*

**Do you find by a preponderance of the evidence that:**

7. (Acquisition:) TCS acquired the source code and confidential documentation for the VANTAGE-ONE® / Wealth Management Accelerator™ and CyberLife® software platforms by improper means?

“Improper means” (A) includes theft, bribery, misrepresentation, breach or inducement of a breach of a duty to maintain secrecy, or espionage through electronic or other means, but (B) does not include reverse engineering, independent derivation, or any other lawful means of acquisition.

Answer Yes or No Yes

*Go to the next question.*

**Do you find by a preponderance of the evidence that:**

8. (Disclosure or Use:) TCS, without express or implied consent, disclosed or used the source code and confidential documentation for the VANTAGE-ONE® / Wealth Management Accelerator™ and CyberLife® software platforms and either:

(a) used improper means to acquire knowledge of the trade secret; or

(b) at the time of disclosure or use, knew or had reason to know that the knowledge of the trade secret was either—

(I) derived from or through a person who had used improper means to acquire the trade secret; or

(II) acquired under circumstances giving rise to a duty to maintain the secrecy of the trade secret or limit the use of the trade secret; or

(III) derived from or through a person who owed a duty to the person seeking relief to maintain the secrecy of the trade secret or limit the use of the trade secret; or

(c) before a material change of the position of TCS, TCS knew or had reason to know that both—

(I) the trade secret was a trade secret; and

(II) knowledge of the trade secret had been acquired by accident or mistake?

“Improper means” (A) includes theft, bribery, misrepresentation, breach or inducement of a breach of a duty to maintain secrecy, or espionage through electronic or other means, but (B) does not include reverse engineering, independent derivation, or any other lawful means of acquisition.

Answer Yes or No Yes



*If you answered “Yes” to Question 7 or Question 8, go to the next question. If your answer is “No” to Question 7 and Question 8, this ends your deliberations, and your foreperson should sign and date the last page of this verdict form.*

## II. Damages

1. What, if anything, do you the Jury award CSC for TCS's unjust enrichment that is a result of TCS's misappropriation of the source code and confidential documentation for the VANTAGE-ONE® / Wealth Management Accelerator™ and CyberLife® software platforms?

\$ ~~0~~ 70 million

### III. Exemplary Damages

1. Do you find that TCS willfully and maliciously misappropriated CSC's source code and confidential documentation for the VANTAGE-ONE® / Wealth Management Accelerator™ and CyberLife® software platforms?

Answer Yes or No Yes

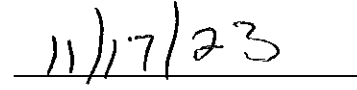
*If your answer is "No," this ends your deliberations, and your foreperson should sign and date the last page of this verdict form. If your answer is "Yes," go to the next question.*

How much, in addition to amount of damages you have already awarded, do you award CSC as exemplary damages?

\$ 140 million

We the jury have unanimously agreed to the answers to the above questions and returned such answers in open court as our verdict in this cause.

  
Foreperson

  
Date