**IN THE UNITED STATES DISTRICT COURT**
**FOR THE EASTERN DISTRICT OF TEXAS**
**MARSHALL DIVISION**

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|---|---|
| PACKET INTELLIGENCE LLC,<br><br>*Plaintiff,*<br>v.<br><br>NETSCOUT SYSTEMS, INC., TEKTRONIX COMMUNICATIONS, and TEKTRONIX TEXAS, LLC<br><br>*Defendants.* | Civil Action No. 2:16-CV-00230 |

## 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. Some of the questions contain legal terms that are defined and explained in detail in the Jury Instructions. Please refer to the Jury Instructions if you are unsure about the meaning or usage of any legal term that appears in the questions below.

As used herein:

- "The '725 Patent" refers to U.S. Patent No. 6,665,725;
- "The '751 Patent" refers to U.S. Patent No. 6,839,751;
- "The '789 Patent" refers to U.S. Patent No. 6,954,789.

These three patents are together sometimes referred to as "**the Asserted Patents**."

Claims 10 and 17 of the '725 Patent, Claims 1 and 5 of the '751 Patent, and Claims 19 and 20 of the '789 Patent are collectively referred to as "**the Asserted Claims**."

"**Packet Intelligence**" refers to Packet Intelligence LLC and "**NetScout**" refers collectively to NetScout Systems, Inc., Tektronix Communications, and Tektronix Texas, LLC.

**QUESTION #1**

Did Packet Intelligence prove by a preponderance of the evidence that NetScout has infringed any of the Asserted Claims of the '725 Patent, the '751 Patent, or the '789 Patent?

Answer "Yes" or "No" in the space provided.

Answer: Yes

**QUESTION #2**

**ANSWER THIS QUESTION ONLY IF YOU ANSWERED "YES" TO QUESTION 1 – OTHERWISE, DO NOT ANSWER THIS QUESTION AND PROCEED TO QUESTION 3.**

Did Packet Intelligence prove by a preponderance of the evidence that NetScout's infringement of any of the Asserted Claims of the '725 Patent, the '751 Patent, or the '789 Patent was willful?

Answer "Yes" or "No" in the space provided.

Answer: Yes

**QUESTION #3**

Did NetScout prove by clear and convincing evidence that any of the following Asserted Claims of the '725 Patent, the '751 Patent, or the '789 Patent are invalid?

**Answer "Yes" (Invalid) or "No" (Not Invalid) for each Claim.**

The '725 Patent

Claim 10 NO

Claim 17 NO

The '751 Patent

Claim 1 NO

Claim 5 NO

The '789 Patent

Claim 19 NO

Claim 20 NO

**QUESTION #4**

**IF YOU ANSWERED "YES" TO QUESTION 1 AND "NO" TO ALL OR ANY PORTION OF QUESTION 3, THEN AS TO ANY CLAIMS WHICH YOU HAVE FOUND TO BE BOTH INFRINGED AND NOT INVALID, ANSWER QUESTION 4. OTHERWISE, DO NOT ANSWER QUESTION 4.**

What sum of money, if now paid in cash, do you find by a preponderance of the evidence would reasonably compensate Packet Intelligence for NetScout's infringement from the date of first infringement to March 15, 2016, being the date this suit was filed?

Answer: $ $3,500,000.00

What sum of money, if now paid in cash, do you find by a preponderance of the evidence would reasonably compensate Packet Intelligence for NetScout's infringement from the date this suit was filed, being March 15, 2016, through today?

Answer: $ $2,250,000.00

**QUESTION #5**

**IF YOU ANSWERED QUESTION 4, THEN ANSWER QUESTION 5. IF YOU DID NOT ANSWER QUESTION 4, THEN DO NOT ANSWER QUESTION 5.**

As to the sum(s) you have awarded above, if any, is that amount intended to represent:

(Circle one, and only one, below)

A Lump Sum OR A Running Royalty

10-13-2017

DATE

FOREPERSON