



Order

**of the Court of First Instance of the Unified Patent Court
issued on 11 February 2026**

Respondents:

1. Amazon.com, Inc., 410 Terry Avenue North Seattle, Washington, 98109, USA, represented by the CEO, represented for service by its agent Corporation Service Company, 251 Little Falls Drive, Wilmington, DE 19808, USA
2. Amazon Digital UK Limited, 1 Principal Place, Worship Street, London, EC2A 2FA, UK, represented by the CEO,
3. Amazon Europe Core S.à.r.l. (Société à responsabilité limitée), 38 Avenue John F. Kennedy, L-1855 Luxemburg, represented by the CEO,
4. Amazon EU S.à.r.l. (Société à responsabilité limitée), 38 Avenue John F. Kennedy, L1855 Luxemburg, represented by the CEO
5. Amazon Technologies, Inc., 410 Terry Avenue North Seattle, Washington 98109, USA, represented by the CEO, represented for service by its agent CSC – Lawyers Incorporating Service, 2710 Gateway Oaks Drive, Sacramento, CA 95833, USA,

All Respondents represented by Klaus Haft of HOYNG ROKH MONEGIER, Munich

Address for Service on the Respondents: klaus.haft@hoyngrokh.com

Applicants (of preliminary measures):

1. InterDigital VC Holdings, Inc., 200 Bellevue Parkway, Suite 300, Wilmington, Delaware 19809, USA, represented by the CEO,
2. InterDigital Patent Holdings, Inc., 200 Bellevue Parkway, Suite 300, Wilmington, Delaware 19809, USA, represented by the CEO,
3. InterDigital Madison Patent Holdings, SAS, 20 rue Rouget de Lisle, 92130 Issy-les-Moulineaux, France, represented by Richard J. Brezski,
4. Interdigital CE Patent Holdings SAS, 20 rue Rouget de Lisle, 92130 Issy-les-Moulineaux, France, represented by Richard J. Brezski,

all Applicants represented by Cordula Schumacher of ARNOLD RUESS
Rechtsanwälte, Düsseldorf

Address for Service on the Applicants: IDG-AMZ@arnold-ruess.com

EUROPEAN PATENTS AT ISSUE:

cf. Exhibit AR10, esp. EP2548372 (UPC_CFI_1481/2025), EP3240285 (UPC_CFI_1482/2025)

PANEL/DIVISION:

Panel of the Local Division Mannheim of the Court of First Instance of the Unified Patent Court

DECIDING JUDGES:

This order is issued by the Presiding Judge and Judge Rapporteur Tochtermann **after consultation with and upon mandate of the full panel** (Judge Sender substituting for Judge Böttcher being on leave).

LANGUAGE OF THE PROCEEDINGS:

English

SUBJECT:

Art 82(4)U UPCA, R. 354.4 RoP

STATEMENT OF FACTS AND GROUNDS FOR THE ORDER

The Panel has received the Replies to its Order of 6 February 2026.

Attached to the reply was the **Transcript of the Hearing before the UK High Court on 4 February 2026**.

This exchange between the UK parties and the UK High Court warrants the following remarks:

1. In the UPC, it is the Court, who determines the scope of its Orders and answers the question if such Order has been breached.
2. In the UPC, any Order issued by the UPC is based on written requests and submissions and not based on oral requests – except for oral requests made in the course of a public hearing being audio-recorded in accordance to the Rules of Procedure of the UPC.
3. As there may be remaining doubts of the Scope of the Order of the UPC of 30 September 2025 as confirmed upon Review on 22 December 2025 it is again clarified that the scope of said order did not change over time. The Order is based on the requests submitted to the UPC in the briefs of Applicants of 26 September 2025. Therefore, the UK judge, when elaborating on a possible alteration of the scope of that UPC Order on p. 54/55 of said transcript, is wrong.
4. The Order – and that was made abundantly clear to the parties in the hearing of 14 November 2025 already – **clearly also affects the so-called Final relief** sought before the UK High Court **under the conditions detailed in the Orders**. The UK may do its Final rate setting. It may not attach, however, any extra-territorial effects to it as described in the

Order. Paras. 79 et seq. of the Order of 22 December 2025, which were discussed before the UK High Court during its hearing of 4 February 2026 (see Page 24) state:

79. If damages for breach of contract would be determined, such damages would have an equally deterrent effect as any coercive measure being imposed. The same is true, if Applicants were also found to be in contempt of court for the same reason.

80. That this is not an abstract risk, but an imminent one, is supported by the scope of the UK High Court order itself, which was issued after the present Order was issued upon application of Respondents, who therefore may be in breach of this court's Order already depending on the future effects of their application.

If – as it appears to be the case after having studied the Transcript of the hearing – it is still not clear, it is hereby once again reiterated and confirmed, that it is considered a breach of the Order of the UPC, if Amazon – after the Final rate-setting took place and finds Amazon to be entitled to a licence contract – initiates follow-up proceedings or continues the Final rate-setting proceeding, as the case may be, in order to seek damages for breach of contract (the contract being the UK court-determined contract as result of the Final rate setting) arguing that the continuation of the Patent infringement proceedings before the UPC would amount to a breach of the UK-court-determined contract and would entitle Amazon to damages for breach of that contract, if the UPC proceedings still are continued. If such damages are then set, they would have the same deterrent effect, as a penalty imposed by a contempt of court order and intends the party concerned to abstain from pursuing its rights before the UPC. This is against comity and therefore unacceptable. It appears to be the opinion of the UK High Court, however, as becomes clear – for the first time in the course of these proceedings with sufficient clarity for the UPC – from the following excerpts of the transcript, that Amazon will be entitled to damages, if proceedings before the UPC are continued in such a scenario nonetheless. The breach would apparently be, that Interdigital continues court proceedings before the UPC. In consequence, damages would be awarded for the mere reason that a party seeks justice before other court than the UK courts.:

1 MR. JUSTICE MEADE: There seem to be two practical things that
2 matter, Mr. Saunders. One is whether out of the final relief,
3 an anti-suit against infringement in the UPC or Germany can be
4 crafted or is already there. That is one. At the moment, it
5 does not say anti-suit, but can they craft something out of
6 the final relief to anti-suit infringement proceedings in the
7 UPC, Germany or any else? That is point 1. That is what you
8 do not want happening.

9 MR. SAUNDERS: No, and/or a coercive order which has the effect of
10 stopping us being able to run that argument.

11 MR. JUSTICE MEADE: Right. I am not quite sure what you think
12 that would look like. On the other hand, on the flip side, if
13 Amazon get a decision that you have to offer them RAND terms
14 across the board and you do not do it, you can be made to give
15 them a licence -- we have seen that is what (5) says -- or
16 they can claim damages for you not doing it. Now, can they
17 claim damages for you not doing it?

18 MR. SAUNDERS: Sorry, can they?

19 MR. JUSTICE MEADE: Can they claim damages?

20 MR. SAUNDERS: For not signing?

21 MR. JUSTICE MEADE: Yes.

22 MR. SAUNDERS: Their pleaded case in the prayer is that if we
23 decline to sign that which is declared as RAND by this court
24 then they seek to recover damages by reason of the breach of
25 the RAND commitment. So therefore, presumably -- I do not

1 know, they have not articulated this -- they would be after
2 the delta between that amount and whatever else we recover
3 elsewhere.

4 MR. JUSTICE MEADE: Yes, or damages arising from you kicking them
5 off the market in the UPC, they can do that.

6 MR. SAUNDERS: That is the way they have pleaded their case.

7 MR. JUSTICE MEADE: Are you saying they can or cannot seek that
8 after trial?

9 MR. SAUNDERS: We are not saying they cannot seek it, we do not
10 object to them seeking that relief as pleaded in these
11 proceedings. We do not say the UPC order bites upon that.
12 My Lord obviously will have a lot of arguments at the time as
13 to whether they are entitled to that relief, but that is
14 without prejudice to that. We are not saying that the UPC
15 prevents that relief in paragraph 6 being considered and
16 potentially granted by this court.

17 MR. JUSTICE MEADE: I think this is at the heart of it, because
18 you do not want the final relief turning into anti-suit
19 against ----

20 MR. SAUNDERS: Or something, even though it may not be called an
21 anti-suit, something that has the effect of preventing us from
22 running that argument.

23 MR. JUSTICE MEADE: On the other hand, if, I emphasise again, if
24 they pursue and succeed in (5) and (6) and InterDigital
25 successfully bring infringement proceedings in the UPC or

1 Germany kicking them off the market, costs them whatever it
2 is, 200, whatever million dollars, they can sue you for
3 damages for that.

4 MR. SAUNDERS: My Lord, obviously it is for them to put their
5 case, but one could imagine that what they will say, they will
6 say within the scope of paragraph (6) is a claim for damages
7 because you have failed to grant us the licence. Then we are
8 into quite a complicated and, one almost would be tempted to
9 say, interesting argument but a complicated argument at the
10 very least about how that works in terms of the effect of a
11 judgment of this court versus foreign judgments and so on.
12 That is down the track.

13 MR. JUSTICE MEADE: It would be a judgment of this court ----

14 MR. SAUNDERS: Relief granted by this court.

15 MR. JUSTICE MEADE: ---- in breach of contract and owed them the
16 cost of wrongly, in this scenario, suing them for
17 infringement. Damages in this court.

18 MR. SAUNDERS: Exactly. They would seek an order in this court
19 for those damages. At the moment they have not particularised
20 any of this.

21 MR. JUSTICE MEADE: The damages have not happened yet, that is
22 why.

23 MR. SAUNDERS: Absolutely. This is part of the problem with this
24 debate as a whole, because the thing we are concerned about is
25 what might happen after the September trial; actually not even

1 the judgment, it is the consequential relief following that.

2 MR. JUSTICE MEADE: That is true. Who knows, they might have
3 amended by then.

4 MR. SAUNDERS: Yes, certainly they may do all sorts of things.

5 In a way it is a very narrow concern but a very real one
6 on the part of my client because we do not want something
7 happening through this vehicle which prejudices our position
8 before the UPC or the General Court or any other court.

9 MR. JUSTICE MEADE: Okay. You carry on, because as I read the UPC
10 decision, the one that says they might be in breach already or
11 are in breach already, I am concerned that does say they
12 cannot seek damages.

13 MR. SAUNDERS: I will come on, if I may, and address you on that.

14 MR. JUSTICE MEADE: You will need to do that. To me,
15 Mr. Saunders, those seem to be the two practical concerns, you
16 do not want an anti-suit or equivalent emanating from the
17 final relief. I think you are going to say they have not.

18 I think Amazon have ruled that out. We will hear from
19 Mr. Lykiardopoulos and you can develop why you are not happy
20 with what they have said. For their part, Amazon do not want
21 to get to the end ---

22 MR. SAUNDERS: Absolutely.

23 MR. JUSTICE MEADE: You have said they are not in contempt of the
24 UPC order by having the trial. I do not want to hold the
25 trial with them not in contempt of the UPC order, only to be

1 told there is no effective relief from it. That is why we
2 have to deal with this now.

3 MR. SAUNDERS: No, as it were, the difficulty which, with respect,
4 both of us are struggling with is there is no articulated case
5 on the detail of any these points. We are just trying to
6 construe individual words, the word "damages" and the word
7 "protective" in a prayer, which is a rather difficult ----

8 MR. JUSTICE MEADE: These are the two practical things I think,
9 Mr. Saunders, that matter for me to resolve.

10 MR. SAUNDERS: My Lord, whether that is something that has to be
11 done now or not is something which we can address you on.

12 MR. JUSTICE MEADE: All right.

13 MR. SAUNDERS: That is where we say there is a potential for
14 friction between the two.

15 Can I show you the exchange on this, because it is quite

16 ----

1 clarification. As I understand what Amazon are saying,
2 without trying to put words in their mouths, is they are happy
3 to confirm that they are not going to try and preclude those
4 arguments being advanced in the UPC about the scope ----

5 MR. JUSTICE MEADE: You will have to get the wording exactly
6 right. They are not going to penalise you either, but they
7 are going to claim damages or reserve the right to claim
8 damages.

9 MR. SAUNDERS: They have to articulate a case on that in these
10 proceedings.

11 MR. JUSTICE MEADE: They reserve the right to claim it. You have
12 made clear you do not say they cannot do that.

13 MR. SAUNDERS: My Lord, that is subject to, we are not saying via
14 some other mechanism that cannot be regulated here, if they
15 put in a pleading that is a hopeless pleading before my Lord
16 the we will have to consider that on the merits of the
17 pleading.

18 MR. JUSTICE MEADE: This is not freedom to run a hopeless case,
19 but it does not mean that you cannot stop them having a go.

20 MR. SAUNDERS: No, you have already heard my submission on that.

21 MR. JUSTICE MEADE: I fully understand the substance of it now,
22 Mr. Saunders. I know they have not pleaded it yet. I do not
23 find it difficult to envisage what that pleading will be. It
24 does not matter for now.

25 MR. SAUNDERS: There are different ways that one could run it and

1 really use an equivalent, but that is why you see references

2 in the Munich order to penalties. That is all I mean.

3 MR. LYKIARDOPOULOS: Okay.

4 MR. JUSTICE MEADE: Punishment, I do not know why it is ----

5 MR. LYKIARDOPOULOS: We just did not quite understand how it would
6 arise.

7 MR. JUSTICE MEADE: It would not. It would be an injunction here
8 and so it would not.

9 MR. LYKIARDOPOULOS: Understood.

10 MR. JUSTICE MEADE: That is all. I did not mean to set a hare
11 running. You are not going to go for an anti-suit. There are
12 different formats, as far as different courts are concerned
13 the mechanism of compulsion is different; but you are not
14 going for an anti-suit, so it does not really matter. You can
15 claim damages, that has been clarified.

16 Actually, I think the two important matters I am
17 concerned with have been clarified. You are not to going to
18 seek an anti-suit; and Mr. Saunders' clients are not going to
19 stop you seeking damages. I am happy to clarify anything
20 Mr. Brown is concerned about.

21 MR. LYKIARDOPOULOS: I think the concern is one that -- I mean, it
22 may be beyond what we can do today, but frankly, from what my
23 learned friend has said today, given their confirmation about
24 damages, if they can make the clarification at the UPC because
25 one of the issues is that InterDigital says that here in this

This is the scenario, upon which the Order of the UPC touches in Para 79:

It prevents Amazon from pursuing any relief – be it a request for penalties for contempt of court or be it a request for so-called “damages” for breach of the court-determined contract – which – in its effects - hinders Interdigital to seek justice before the UPC in the available proceedings on its territory of the UPCA-Member States in the European Union. It can not be accepted as an argument, that Interdigital could still continue its proceedings before the UPC, as it will be sure to be in breach of the UK-court-ordered contract and ordered to pay considerable damages by the UK courts in this case.

Against this backdrop, it raises concerns, if it is suggested as follows if no agreement in this sense is found:

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1 skeleton says I have to be clear about what that will look
2 like before I do it and give him a chance for submissions,
3 I accept that if I am going to make an actual order. I am
4 willing to consider doing that. If you can de-escalate it,
5 that is much, much better, I do not have to write a long
6 judgment and we do not have to have another hearing about what
7 order I should make. The UPC anti-suits can stop. That is
8 fantastic, but I am not sure that can be thrashed out by
9 two o'clock either.

10 MR. LYKIARDOPOULOS: You may be right.

11 MR. JUSTICE MEADE: I am going to rise until two o'clock and
12 I would like your formal confirmation that you are not going
13 to seek an anti-suit after the final judgment. Then
14 I encourage the parties to talk between now and two o'clock to
15 see if there is a realistic prospect of coming to a
16 de-escalatory agreement that can actually be -- not by
17 two o'clock, it will take longer, but if I was going to
18 actually do something we would have to come back for another
19 hearing anyway. Do you see what I mean?

20 MR. LYKIARDOPOULOS: I do.

21 MR. JUSTICE MEADE: Come back briefly at two o'clock for you to
22 tell me, hopefully, that you rule out anti-suit. Mr. Saunders
23 can confirm the position about your ability to claim damages,
24 and I would like an update whether you think it is going to be
25 possible in the next couple of days to reach a formal

1 agreement de-escalating things.

2 MR. LYKIARDOPOULOS: Understood.

3 MR. JUSTICE MEADE: Is that clear, Mr. Saunders?

4 MR. SAUNDERS: My Lord, yes. For my clients' part, I have
5 instructions to say that we are very open to considering a
6 de-escalation proposal generally. I understand the difference
7 between our proposal and a review of this.

8 MR. JUSTICE MEADE: To be honest, to be blunt, Mr. Saunders, the
9 one that was at page 13, or whatever, was why do we not
10 de-escalate it by Amazon giving in. That is not going to
11 happen.

12 MR. SAUNDERS: I am not sure we characterised it quite like that.

13 MR. JUSTICE MEADE: I can see why they thought it. You need to
14 meet in the middle. It would be extremely welcome on all
15 fronts.

16 MR. SAUNDERS: My Lord, yes. My Lord, the reality is, as my Lord
17 has already indicated, is going to be a discussion that
18 involves both our representatives before the UPC, the client
19 who is in a different time zone. It is not going to happen by
20 two o'clock.

21 MR. JUSTICE MEADE: I think I am clear where you are coming from
22 about damages, but I definitely want to understand that.

23 Mr. Lykiardopoulos is going to tell me about the anti-suit and
24 you are both going to tell me if you think there is room for
25 agreement. It would be much better if I gave you a couple of

1 days to do that, rather than me give a judgment and you are
2 still fighting left, right and centre and you have not
3 actually de-escalated. That is where I am coming from. As
4 I have said already, Mr. Saunders, I am not going to make any
5 order requiring you or prohibiting you from doing anything in
6 the UPC without a proper discussion about its scope. You
7 should be in no doubt that I will be willing to consider
8 making an order restricting InterDigital to what I thought had
9 already been achieved in October, which is that the UPC
10 proceedings only touched and should touch the interim licence.

11 MR. SAUNDERS: My Lord, we will have to ----

12 MR. JUSTICE MEADE: It is much, much better if we can de-escalate,
13 and you will have a full opportunity to argue about what
14 I should do and in what format I should do it, if indeed
15 I should do anything. I am sure it did feel like an
16 interrogation, although ----

17 MR. SAUNDERS: It is a nice introduction to the case!

18 MR. JUSTICE MEADE: It is only fair to let your client know where
19 I am coming from, because I have, as ever, considerable
20 reservations.

21 MR. SAUNDERS: My Lord, I am grateful for the very frank exchange.

22 MR. JUSTICE MEADE: Indeed. As to your own position,
23 Mr. Saunders, I fully sympathise, you have done an excellent
24 job getting across everything that has happened, but it is a
25 tough job coming into the middle of a running

1 court, but that is difficult to ----

2 MR. JUSTICE MEADE: What I am encouraging you to do,
3 Mr. Lykiardopoulos, Mr. Saunders, and your respective
4 solicitors and clients, is come up with a de-escalation
5 agreement that embeds both of those things and also calls off
6 the UPC proceedings on the interim licence and indeed the UK
7 proceedings on the anti-anti-suit. That removes the
8 proceedings. If either proceeding carries on, the appeal in
9 the UPC, then yes, clarification will be necessary about
10 whether you are precluded from getting damages in some formal
11 way.

12 MR. LYKIARDOPOULOS: Understood.

13 MR. JUSTICE MEADE: That is why I said to Mr. Saunders before the
14 break that if a comprehensive agreement can be done to end the
15 various interim proceedings, that is fantastic, but if it
16 cannot, I am still going to have to deal with the reason
17 I called this hearing, which is to make clear what you can and
18 cannot do off the back of your final relief. I will deal with
19 that and I have indicated to InterDigital what I might have to
20 do and they will have their opportunity.

21 Either you are going to come up with a concluded
22 agreement which I will approve or we are going have a further
23 hearing where I decide how to formalise InterDigital's
24 inability to interfere with your ability to get damages and
25 indeed your concession, which I have always understood you to

This court welcomes the parties' endeavours to reach a mutual agreement to settle this procedural and cross-jurisdictional conflict.

However, the UPC rests firm in its position, that no foreign court should block any other court from rendering justice, when it is being approached by a party to do so on its territory.

These considerations will have to be taken into consideration by Amazon, being bound by the UPC Order, when agreeing on a mutual understanding to resolve this matter (R. 354.4 RoP).

ORDER

The parties are ordered to report on the result of their negotiations **until 25 February 2026**. If an extension of that time limit is needed, the Court is willing to grant it upon further request.

No penalties will be set without having heard the parties again.

Issued in Mannheim on 11 February 2026

NAMES AND SIGNATURES

Tochtermann

Presiding judge and judge-rapporteur (after consultation with and upon mandate of the members of the Panel)