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ORIGINAL

MAR 14 2018
DONNA KAY SPENNEY
District Clerk, Bexar County, Texas
BY: *[Signature]*

CAUSE NO. 2016-CI-06300

TITLE SOURCE, INC.,

Plaintiff,

v.

HOUSECANARY, INC.,

f/k/a CANARY ANALYTICS, INC.,

Defendant.

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IN THE DISTRICT COURT OF

BEXAR COUNTY, TEXAS

73RD JUDICIAL DISTRICT

CHARGE OF THE COURT

Members of the Jury:

After the closing arguments, you will go to the jury room to decide the case, answer the questions that are attached, and reach a verdict. You may discuss the case with other jurors only when you are all together in the jury room.

Remember my previous instructions: Do not discuss the case with anyone else, either in person or by any other means. Do not do any independent investigation about the case or conduct any research. Do not look up any words in dictionaries or on the Internet. Do not post information about the case on the Internet. Do not share any special knowledge or experiences with the other jurors. Do not use your cell phone or any other electronic device during your deliberations for any reason. I will give you a number where others may contact you in case of an emergency.

Any notes you have taken are for your own personal use. You may take your notes back into the jury room and consult them during deliberations, but do not show or read your notes to your fellow jurors during your deliberations. Your notes are not evidence. Each of you should rely on your independent recollection of the evidence and not be influenced by the fact that another juror has or has not taken notes.

You must leave your notes with the bailiff when you are not deliberating. The bailiff will give your notes to me promptly after collecting them from you. I will make sure your notes are kept in a safe, secure location and not disclosed to anyone. After you complete your deliberations, the bailiff will collect your notes. When you are released from jury duty, the bailiff will promptly destroy your notes so that nobody can read what you wrote.

Here are the instructions for answering the questions:

1. Do not let bias, prejudice, or sympathy play any part in your decision.
2. Base your answers only on the evidence admitted in court and on the law that is in these instructions and questions. Do not consider or discuss any evidence that was not admitted in the courtroom.
3. You are to make up your own minds about the facts. You are the sole judges of the credibility of the witnesses and the weight to give their testimony. But on matters of law, you must follow all of my instructions.

4. If my instructions use a word in a way that is different from its ordinary meaning, use the meaning I give you, which will be a proper legal definition.

5. All the questions and answers are important. No one should say that any question or answer is not important.

6. Answer “yes” or “no” to all questions unless you are told otherwise. A “yes” answer must be based on a preponderance of the evidence, unless you are told otherwise. Whenever a question requires an answer other than “yes” or “no,” your answer must be based on a preponderance of the evidence, unless you are told otherwise.

The term “preponderance of the evidence” means the greater weight of credible evidence presented in this case. Both witness testimony and documents count as evidence when weighing the preponderance of the evidence. If you do not find that a preponderance of the evidence supports a “yes” answer, then answer “no.” A preponderance of the evidence is not measured by the number of witnesses or by the number of documents admitted in evidence. For a fact to be proved by a preponderance of the evidence, you must find that the fact is more likely true than not true.

7. Do not decide who you think should win before you answer the questions and then just answer the questions to match your decision. Answer each question carefully without considering who will win. Do not discuss or consider the effect your answers will have.

8. Do not answer questions by drawing straws or by any method of chance.

9. Some questions might ask you for a dollar amount. Do not agree in advance to decide on a dollar amount by adding up each juror’s amount and then figuring the average.

10. Do not trade your answers. For example, do not say, “I will answer this question your way if you answer another question my way.”

11. Unless otherwise instructed, the answers to the questions must be based on the decision of at least 10 of the 12 jurors. The same 10 jurors must agree on every answer. Do not agree to be bound by a vote of anything less than 10 jurors, even if it would be a majority.

12. A fact may be established by direct evidence or by circumstantial evidence or both. A fact is established by direct evidence when proved by documentary evidence or by witnesses who saw the act done or heard the words spoken. A fact is established by circumstantial evidence when it may be fairly and reasonably inferred from other facts proved.

13. In answering questions about damages, answer each question separately. Do not increase or reduce the amount in one answer because of your answer to any other question about damages. Do not speculate about what any party’s ultimate recovery may or may not be. Any recovery will be determined by the court when it applies the law to your answers at the time of judgment.

14. Comments, arguments, and suggestions of attorneys are not evidence.

As I have said before, if you do not follow these instructions, you will be guilty of juror misconduct, and I might have to order a new trial and start this process over again. This would waste your time and the parties’ money, and would require the taxpayers of this county to pay for another trial. If a juror breaks any of these rules, tell that person to stop and report it to me immediately.

Definitions and Instructions

When used in this charge, the following terms have the following meanings:

“Title Source” means Title Source, Inc., now known as Amrock, Inc.

“HouseCanary” means HouseCanary, Inc.

“Master Software License Agreement” means the Master Software License Agreement between Title Source and HouseCanary, dated January 29, 2015.

“Amendment One” means the Amendment Number One to Master Software License Agreement between Title Source and HouseCanary, dated November 11, 2015.

With respect to Amendment One, you are instructed that:

1. The term “Value Report” as used on pages 2, 3, 4, and 5 of Amendment One means the HouseCanary Value Report in the form and as contemplated in Exhibit F attached to Amendment One.
2. The term “Property Score” as used on pages 2, 4, and 11 of Amendment One means the “HouseCanary Property Score” identified in Exhibit A to Amendment One.

“Non-Disclosure Agreement” means the Non-Disclosure Agreement, dated December 6, 2013.

A party’s conduct includes the conduct of another who acts with the party’s authority. Authority for another to act for a party must arise from the party’s agreement that the other act on behalf and for the benefit of the party. If a party so authorizes another to perform an act, that other party is also authorized to do whatever else is proper, usual, and necessary to perform the act expressly authorized.

Question No. 1

Did HouseCanary commit fraud against Title Source in connection with the Master Software License Agreement?

Fraud occurs when—

1. a party makes a material misrepresentation, and
2. the misrepresentation is made with knowledge of its falsity or made recklessly without any knowledge of the truth and as a positive assertion, and
3. the misrepresentation is made with the intention that it should be acted on by the other party, and
4. the other party relies on the misrepresentation by entering into a binding agreement and thereby suffers injury, and
5. the reliance was justifiable.

“Misrepresentation” means: (i) a false statement of fact; or (ii) a promise of future performance made with an intent, at the time the promise was made, not to perform as promised; or (iii) a statement of opinion based on a false statement of fact; or (iv) a statement of opinion that the maker knows to be false; or (v) an expression of opinion that is false, made by one who has, or purports to have, special knowledge of the subject matter of the opinion. “Special knowledge” means knowledge or information superior to that possessed by the other party and to which the other party did not have equal access.

Whether reliance was “justifiable” depends on the relying party’s individual characteristics, abilities, and appreciation of facts and circumstances at or before the time of the alleged fraud.

Fraud also occurs when—

1. a party fails to disclose a material fact within the knowledge of that party, and
2. the party knows that the other party is ignorant of the fact and does not have an equal opportunity to discover the truth, and
3. the party intends to induce the other party to take some action or refrain from acting by failing to disclose the fact, and
4. the other party suffers injury as a result of acting or refraining from acting without knowledge of the undisclosed fact.

A fact or misrepresentation of fact is “material” if a reasonable person would attach importance to and would be induced to act on the information in determining his choice of actions in the transaction in question.

Answer “Yes” or “No”: No

If you have answered "Yes" to Question No. 1, then answer the following question. Otherwise, do not answer the following question.

Question No. 2

Answer "Yes" or "No" for each of the following.

- A. Did Title Source waive or ratify the fraud, if any, found by you in Question No. 1?

Waiver or ratification occurs when the plaintiff is induced by fraud to enter into a contract but, after becoming aware of the fraud, continues to accept benefits under the contract or conducts itself in a way that recognizes the contract as binding.

Waiver is an intentional surrender of a known right or intentional conduct inconsistent with claiming the right.

Ratification is the adoption or confirmation by a party, while having knowledge of all material facts, of a prior act which did not then legally bind that party and which it had the right to repudiate.

Answer "Yes" or "No": N/A

- B. Is Title Source estopped from complaining of the fraud, if any, found by you in response to Question No. 1?

Title Source is estopped if the following circumstances occurred:

1. Title Source
 - a. by words or conduct made a false representation or concealed material facts, and
 - b. with knowledge of the facts or with knowledge or information that would lead a reasonable person to discover the facts, and
 - c. with the intention that HouseCanary would rely on the false representation or concealment in acting or deciding not to act; and
2. HouseCanary
 - a. did not know and had no means of knowing the real facts and
 - b. relied to its detriment on the false representation or concealment of material facts.

Answer "Yes" or "No": _____

If you have answered "Yes" to Question No. 1 and "No" to all subparts of Question No. 2, then answer the following question. Otherwise, do not answer the following question.

Question No. 3

What sum of money, if any, if paid now in cash, would fairly and reasonably compensate Title Source for its damages, if any, that were proximately caused by the fraud found in Question No. 1?

"Proximate cause" means a cause that was a substantial factor in bringing about an event, and without which cause such event would not have occurred. In order to be a proximate cause, the act or omission complained of must be such that person using the degree of care required of him would have foreseen that the event, or some similar event, might reasonably result therefrom. There may be more than one proximate cause of an event.

In answering questions about damages, answer each question separately. Do not increase or reduce the amount in one answer because of your answer to any other question about damages. Do not speculate about what any party's ultimate recovery may or may not be. Any recovery will be determined by the court when it applies the law to your answers at the time of judgment.

Consider the elements of damages listed below, if any, and none other. Do not add any amount for interest on damages, if any.

Answer in dollars and cents, if any, as to the following:

ANSWER:

The amount, if any, that the expected benefit to Title Source of HouseCanary's full compliance with the Master Software License Agreement exceeds the benefit that HouseCanary delivered to Title Source under the Master Software License Agreement.

\$ _____

Answer the following question only if you have unanimously answered “Yes” to Question No. 1 and entered a dollar amount in Question No. 3. Otherwise, do not answer the following question.

To answer “Yes” to the following question, your answer must be unanimous. You may answer “No” to the following question only upon a vote of ten or more jurors. Otherwise, you must not answer the following question.

Question No. 4

Do you find by clear and convincing evidence that the harm to Title Source inquired about in Question No. 1 resulted from malice or fraud attributable to HouseCanary?

“Clear and convincing evidence” means the measure or degree of proof that produces a firm belief or conviction of the truth of the allegations sought to be established.

“Fraud” has the same meaning as defined in Question No. 1.

“Malice” means a specific intent by HouseCanary to cause substantial injury or harm to Title Source.

Malice or fraud is attributable to HouseCanary if—

1. HouseCanary authorized the doing and the manner of the act, or
2. An employee, manager, vice-principal, or officer who committed the fraud was unfit and HouseCanary was reckless in employing him; or
3. An employee, manager, vice-principal, or officer who committed the fraud was employed in a managerial or executive capacity and was acting in the scope of employment; or
4. HouseCanary or one of its officers, vice-principals, or executives ratified or approved the fraud.

A person is a manager or employed in a managerial capacity if—

1. that person has authority to employ, direct, and discharge an employee of HouseCanary; or
2. HouseCanary has confided to that person the management of the whole or a department or division of the business of HouseCanary.

A person is a “vice-principal” if—

1. that person is a corporate officer; or
2. that person has authority to employ, direct, and discharge an employee of HouseCanary; or
3. that person is engaged in the performance of nondelegable or absolute duties of HouseCanary; or
4. HouseCanary has confided to that person the management of the whole or a department or division of the business of HouseCanary.

Answer “Yes” or “No”: _____

Answer the following question only if you have unanimously answered "Yes" to Question No. 4. Otherwise, do not answer the following question.

You must unanimously agree on the amount of any award of exemplary damages.

Question No. 5

What sum of money, if any, if paid now in cash, should be assessed against HouseCanary and awarded to Title Source as exemplary damages, if any, for the conduct found in response to Question No. 4?

"Exemplary damages" means an amount that you may in your discretion award as a penalty or by way of punishment.

Factors to consider in awarding punitive damages, if any, are:

1. The nature of the wrong.
2. The character of the conduct involved.
3. The degree of culpability of HouseCanary.
4. The situation and sensibilities of the parties concerned.
5. The extent to which such conduct offends a public sense of justice and propriety.
6. The net worth of HouseCanary.

"Net worth" means the total current assets of an entity minus the total current liabilities of that entity.

Answer in dollars and cents, if any: \$ _____

Question No. 6

Did HouseCanary commit fraud against Title Source in connection with Amendment One?

Fraud occurs when—

1. a party makes a material misrepresentation, and
2. the misrepresentation is made with knowledge of its falsity or made recklessly without any knowledge of the truth and as a positive assertion, and
3. the misrepresentation is made with the intention that it should be acted on by the other party, and
4. the other party relies on the misrepresentation by entering into a binding agreement and thereby suffers injury, and
5. the reliance was justifiable.

“Misrepresentation” means: (i) a false statement of fact; or (ii) a promise of future performance made with an intent, at the time the promise was made, not to perform as promised; or (iii) a statement of opinion based on a false statement of fact; or (iv) a statement of opinion that the maker knows to be false; or (v) an expression of opinion that is false, made by one who has, or purports to have, special knowledge of the subject matter of the opinion. “Special knowledge” means knowledge or information superior to that possessed by the other party and to which the other party did not have equal access.

Whether reliance was “justifiable” depends on the relying party’s individual characteristics, abilities, and appreciation of facts and circumstances at or before the time of the alleged fraud.

Fraud also occurs when—

1. a party fails to disclose a material fact within the knowledge of that party, and
2. the party knows that the other party is ignorant of the fact and does not have an equal opportunity to discover the truth, and
3. the party intends to induce the other party to take some action or refrain from acting by failing to disclose the fact, and
4. the other party suffers injury as a result of acting or refraining from acting without knowledge of the undisclosed fact.

A fact or misrepresentation of fact is “material” if a reasonable person would attach importance to and would be induced to act on the information in determining his choice of actions in the transaction in question.

Answer “Yes” or “No”: NO

If you have answered "Yes" to Question No. 6, then answer the following question. Otherwise, do not answer the following question.

Question No. 7

Answer "Yes" or "No" for each of the following.

- A. Did Title Source waive or ratify the fraud, if any, found by you in Question No. 6?

Waiver or ratification occurs when the plaintiff is induced by fraud to enter into a contract but, after becoming aware of the fraud, continues to accept benefits under the contract or conducts itself in a way that recognizes the contract as binding.

Waiver is an intentional surrender of a known right or intentional conduct inconsistent with claiming the right.

Ratification is the adoption or confirmation by a party, while having knowledge of all material facts, of a prior act which did not then legally bind that party and which it had the right to repudiate.

Answer "Yes" or "No.": _____

- B. Is Title Source estopped from complaining of the fraud, if any, found by you in response to Question No. 6?

Title Source is estopped if the following circumstances occurred:

1. Title Source
 - a. by words or conduct made a false representation or concealed material facts, and
 - b. with knowledge of the facts or with knowledge or information that would lead a reasonable person to discover the facts, and
 - c. with the intention that HouseCanary would rely on the false representation or concealment in acting or deciding not to act; and
2. HouseCanary
 - a. did not know and had no means of knowing the real facts and
 - b. relied to its detriment on the false representation or concealment of material facts.

Answer "Yes" or "No": _____

If you have answered "Yes" to Question No. 6 and "No" to all subparts of Question No. 7, then answer the following question. Otherwise, do not answer the following question.

Question No. 8

What sum of money, if any, if paid now in cash, would fairly and reasonably compensate Title Source for its damages, if any, that were proximately caused by the fraud found in Question No. 6?

"Proximate cause" means a cause that was a substantial factor in bringing about an event, and without which cause such event would not have occurred. In order to be a proximate cause, the act or omission complained of must be such that person using the degree of care required of him would have foreseen that the event, or some similar event, might reasonably result therefrom. There may be more than one proximate cause of an event.

In answering questions about damages, answer each question separately. Do not increase or reduce the amount in one answer because of your answer to any other question about damages. Do not speculate about what any party's ultimate recovery may or may not be. Any recovery will be determined by the court when it applies the law to your answers at the time of judgment.

Consider the elements of damages listed below, if any, and none other. Do not add any amount for interest on damages, if any.

Answer in dollars and cents, if any, as to the following:

ANSWER:

A. The amount, if any, that the expected benefit to Title Source of HouseCanary's full compliance with Amendment One exceeds the benefit that HouseCanary delivered to Title Source under Amendment One.

\$ _____

B. Additional software costs, if any, not saved.

\$ _____

Answer the following question only if you have unanimously answered “Yes” to Question No. 6 and entered a dollar amount in Question No. 8. Otherwise, do not answer the following question.

To answer “Yes” to the following question, your answer must be unanimous. You may answer “No” to the following question only upon a vote of ten or more jurors. Otherwise, you must not answer the following question.

Question No. 9

Do you find by clear and convincing evidence that the harm to Title Source inquired about in Question No. 6 resulted from malice or fraud attributable to HouseCanary?

“Clear and convincing evidence” means the measure or degree of proof that produces a firm belief or conviction of the truth of the allegations sought to be established.

“Fraud” has the same meaning as defined in Question No. 6.

“Malice” means a specific intent by HouseCanary to cause substantial injury or harm to Title Source.

Malice or fraud is attributable to HouseCanary if—

1. HouseCanary authorized the doing and the manner of the act, or
2. An employee, manager, vice-principal, or officer who committed the fraud was unfit and HouseCanary was reckless in employing him; or
3. An employee, manager, vice-principal, or officer who committed the fraud was employed in a managerial or executive capacity and was acting in the scope of employment; or
4. HouseCanary or one of its officers, vice-principals, or executives ratified or approved the fraud.

A person is a manager or employed in a managerial capacity if—

1. that person has authority to employ, direct, and discharge an employee of HouseCanary; or
2. HouseCanary has confided to that person the management of the whole or a department or division of the business of HouseCanary.

A person is a “vice-principal” if—

1. that person is a corporate officer; or
2. that person has authority to employ, direct, and discharge an employee of HouseCanary; or
3. that person is engaged in the performance of nondelegable or absolute duties of HouseCanary; or
4. HouseCanary has confided to that person the management of the whole or a department or division of the business of HouseCanary.

Answer “Yes” or “No”: _____

Answer the following question only if you have unanimously answered "Yes" to Question No. 9. Otherwise, do not answer the following question.

You must unanimously agree on the amount of any award of exemplary damages.

Question No. 10

What sum of money, if any, if paid now in cash, should be assessed against HouseCanary and awarded to Title Source as exemplary damages, if any, for the conduct found in response to Question No. 9?

"Exemplary damages" means an amount that you may in your discretion award as a penalty or by way of punishment.

Factors to consider in awarding punitive damages, if any, are:

1. The nature of the wrong.
2. The character of the conduct involved.
3. The degree of culpability of HouseCanary.
4. The situation and sensibilities of the parties concerned.
5. The extent to which such conduct offends a public sense of justice and propriety.
6. The net worth of HouseCanary.

"Net worth" means the total current assets of an entity minus the total current liabilities of that entity.

Answer in dollars and cents, if any: \$ _____

Question No. 11

Did Title Source commit fraud against HouseCanary in connection with Amendment One?

Fraud occurs when—

1. a party makes a material misrepresentation, and
2. the misrepresentation is made with knowledge of its falsity or made recklessly without any knowledge of the truth and as a positive assertion, and
3. the misrepresentation is made with the intention that it should be acted on by the other party, and
4. the other party relies on the misrepresentation by entering into a binding agreement and thereby suffers injury, and
5. the reliance was justifiable.

“Misrepresentation” means: (i) a false statement of fact; or (ii) a promise of future performance made with an intent, at the time the promise was made, not to perform as promised; or (iii) a statement of opinion based on a false statement of fact; or (iv) a statement of opinion that the maker knows to be false; or (v) an expression of opinion that is false, made by one who has, or purports to have, special knowledge of the subject matter of the opinion. “Special knowledge” means knowledge or information superior to that possessed by the other party and to which the other party did not have equal access.

Whether reliance was “justifiable” depends on the relying party’s individual characteristics, abilities, and appreciation of facts and circumstances at or before the time of the alleged fraud.

Fraud also occurs when—

1. a party fails to disclose a material fact within the knowledge of that party, and
2. the party knows that the other party is ignorant of the fact and does not have an equal opportunity to discover the truth, and
3. the party intends to induce the other party to take some action or refrain from acting by failing to disclose the fact, and
4. the other party suffers injury as a result of acting or refraining from acting without knowledge of the undisclosed fact.

A fact or misrepresentation of fact is “material” if a reasonable person would attach importance to and would be induced to act on the information in determining his choice of actions in the transaction in question.

Answer “Yes” or “No.”

Answer: Yes

If you have answered "Yes" to Question No. 11, then answer the following question. Otherwise, do not answer the following question.

Question No. 12

Answer "Yes" or "No" for each of the following.

A. Did HouseCanary waive or ratify the fraud, if any, found by you in Question No. 11?

Waiver or ratification occurs when the plaintiff is induced by fraud to enter into a contract but, after becoming aware of the fraud, continues to accept benefits under the contract or conducts itself in a way that recognizes the contract as binding.

Waiver is an intentional surrender of a known right or intentional conduct inconsistent with claiming the right.

Ratification is the adoption or confirmation by a party, while having knowledge of all material facts, of a prior act which did not then legally bind that party and which it had the right to repudiate.

Answer "Yes" or "No": NO

B. Is HouseCanary estopped from complaining of the fraud, if any, found by you in response to Question No. 11?

HouseCanary is estopped if the following circumstances occurred:

1. HouseCanary
 - a. by words or conduct made a false representation or concealed material facts, and
 - b. with knowledge of the facts or with knowledge or information that would lead a reasonable person to discover the facts, and
 - c. with the intention that Title Source would rely on the false representation or concealment in acting or deciding not to act; and
2. Title Source
 - a. did not know and had no means of knowing the real facts and
 - b. relied to its detriment on the false representation or concealment of material facts.

Answer "Yes" or "No": NO

If you have answered "Yes" to Question No. 11 and "No" to all subparts of Question No. 12, then answer the following question. Otherwise, do not answer the following question.

Question No. 13

What sum of money, if any, if paid now in cash, would fairly and reasonably compensate HouseCanary for its damages, if any, that were proximately caused by the fraud found in Question No. 11?

"Proximate cause" means a cause that was a substantial factor in bringing about an event, and without which cause such event would not have occurred. In order to be a proximate cause, the act or omission complained of must be such that a person using the degree of care required of him would have foreseen that the event, or some similar event, might reasonably result therefrom. There may be more than one proximate cause of an event.

In answering questions about damages, answer each question separately. Do not increase or reduce the amount in one answer because of your answer to any other question about damages. Do not speculate about what any party's ultimate recovery may or may not be. Any recovery will be determined by the court when it applies the law to your answers at the time of judgment. Do not add any amount for interest on damages, if any.

Consider the following elements of damages, if any, and none other.

Lost Profits, if any, that were a natural, probable, and foreseeable consequence of Title Source's fraud.

Answer separately in dollars and cents for damages, if any.

Answer: 33,8 millions

Answer the following question only if you unanimously answered “Yes” to Question No. 11 and entered a dollar amount in Question No. 13. Otherwise, do not answer the following question.

To answer “Yes” to the following question, your answer must be unanimous. You may answer “No” to the following question only upon a vote of ten or more jurors. Otherwise, you must not answer the following question.

Question No. 14

Do you find by clear and convincing evidence that the harm to HouseCanary inquired about in Question No. 11 resulted from malice or fraud attributable to Title Source?

“Clear and convincing evidence” means the measure or degree of proof that produces a firm belief or conviction of the truth of the allegations sought to be established.

“Fraud” has the same meaning as defined in Question No. 11.

“Malice” means a specific intent by Title Source to cause substantial injury or harm to HouseCanary.

Malice or fraud is attributable to Title Source if—

1. Title Source authorized the doing and the manner of the act, or
2. An employee, manager, vice-principal, or officer who committed the fraud was unfit and Title Source was reckless in employing him; or
3. An employee, manager, vice-principal, or officer who committed the fraud was employed in a managerial or executive capacity and was acting in the scope of employment; or
4. Title Source or one of its officers, vice-principals, or executives ratified or approved the fraud.

A person is a manager or employed in a managerial capacity if—

1. that person has authority to employ, direct, and discharge an employee of Title Source; or
2. Title Source has confided to that person the management of the whole or a department or division of the business of Title Source.

A person is a “vice-principal” if—

1. that person is a corporate officer; or
2. that person has authority to employ, direct, and discharge an employee of Title Source; or
3. that person is engaged in the performance of nondelegable or absolute duties of Title Source; or
4. Title Source has confided to that person the management of the whole or a department or division of the business of Title Source.

Answer “Yes” or “No”: yes

Answer the following question only if you unanimously answered "Yes" to Question 14. Otherwise, do not answer the following question.

You must unanimously agree on the amount of any award of exemplary damages.

Question No. 15

What sum of money, if any, if paid now in cash, should be assessed against Title Source and awarded to HouseCanary as exemplary damages, if any, for the conduct found in response to Question No. 14?

"Exemplary damages" means an amount that you may in your discretion award as a penalty or by way of punishment.

Factors to consider in awarding exemplary damages, if any, are—

1. The nature of the wrong.
2. The character of the conduct involved.
3. The degree of culpability of Title Source.
4. The situation and sensibilities of the parties concerned.
5. The extent to which such conduct offends a public sense of justice and propriety.
6. The net worth of Title Source.

"Net worth" means the total current assets of an entity minus the total current liabilities of that entity.

Answer in dollars and cents, if any.

Answer: 67.6 million

Question No. 16

Did HouseCanary fail to comply with the Master Software License Agreement?

A failure to comply must be material. The circumstances to consider in determining whether a failure to comply is material include:

1. the extent to which the injured party will be deprived of the benefit which he reasonably expected;
2. the extent to which the injured party can be adequately compensated for the part of that benefit of which he will be deprived;
3. the extent to which the party failing to perform or to offer to perform will suffer forfeiture;
4. the likelihood that the party failing to perform or to offer to perform will cure its failure, taking into account the circumstances including any reasonable assurances;
5. the extent to which the behavior of the party failing to perform or to offer to perform comports with standards of good faith and fair dealing.

Answer "Yes" or "No" NO

Question No. 17

Did Title Source fail to comply with the Master Software License Agreement?

A failure to comply must be material. The circumstances to consider in determining whether a failure to comply is material include:

1. the extent to which the injured party will be deprived of the benefit which he reasonably expected;
2. the extent to which the injured party can be adequately compensated for the part of that benefit of which he will be deprived;
3. the extent to which the party failing to perform or to offer to perform will suffer forfeiture;
4. the likelihood that the party failing to perform or to offer to perform will cure its failure, taking into account the circumstances including any reasonable assurances;
5. the extent to which the behavior of the party failing to perform or to offer to perform comports with standards of good faith and fair dealing.

Answer "Yes" or "No" yes

If you answered “Yes” to Question No. 16 and “Yes” to Question No. 17, then answer the following Question. Otherwise do not answer this Question.

Question No. 18

If both parties failed to comply, which party failed to comply with the Master Software License Agreement first?

Answer “HouseCanary” or “Title Source”: _____

If you answered "Yes" to Question No. 16, then answer the following question. Otherwise, do not answer the following question.

Question No. 19

Was HouseCanary's failure to comply, if any, with the Master Software License Agreement excused?

Answer "Yes" or "No" for each of the following.

1. Failure to comply by HouseCanary is excused if compliance with the Master Software License Agreement is waived by Title Source.

Waiver is an intentional surrender of a known right or intentional conduct inconsistent with claiming the right.

Answer "Yes" or "No."

Answer: _____

2. Failure to comply by HouseCanary is excused if the following circumstances occurred:
 - a. Title Source
 - i. by words or conduct made a false representation or concealed material facts, and
 - ii. with knowledge of the facts or with knowledge or information that would lead a reasonable person to discover the facts, and
 - iii. with the intention that HouseCanary would rely on the false representation or concealment in acting or deciding not to act; and
 - b. HouseCanary
 - i. did not know and had no means of knowing the real facts, and
 - ii. relied to its detriment on the false representation or concealment of material facts.

Answer "Yes" or "No."

Answer: _____

3. Failure to comply by HouseCanary is excused if the failure to comply was ratified by Title Source.

Ratification is the adoption or confirmation by a party, while having knowledge of all material facts, of a prior act which did not then legally bind that party and which it had the right to repudiate.

Answer "Yes" or "No."

Answer: _____

Only answer this question if you either:

1. Answered "Yes" to Question No. 16, "No" to Question No. 17, and "No" to all subparts of Question No. 19;
OR
2. Answered "Yes" to Question No. 16, "HouseCanary" in Question No. 18, and "No" to all subparts of Question No. 19.

Otherwise do not answer this Question.

Question No. 20

What sum of money, if any, if paid now in cash, would fairly and reasonably compensate Title Source for its damages, if any, that resulted from HouseCanary's failure to comply, if any, with the Master Software License Agreement found in Question No. 16?

In answering questions about damages, answer each question separately. Do not increase or reduce the amount in one answer because of your answer to any other question about damages. Do not speculate about what any party's ultimate recovery may or may not be. Any recovery will be determined by the court when it applies the law to your answers at the time of judgment.

Consider the elements of damages listed below, if any, and none other. Do not add any amount for interest on damages, if any.

Answer in dollars and cents, if any, as to the following:

ANSWER:

The amount, if any, that the expected benefit to Title Source of HouseCanary's full compliance with the Master Software License Agreement exceeds the benefit that HouseCanary delivered to Title Source under the Master Software License Agreement.

\$ _____

If you answered "Yes" in response to Question No. 17, then answer the following Question. Otherwise do not answer this Question.

Question No. 21

Was Title Source's failure to comply, if any, with the Master Software License Agreement excused?

Answer "Yes" or "No" for each of the following.

1. Failure to comply by Title Source is excused if compliance with the Master Software License Agreement is waived by HouseCanary.

Waiver is an intentional surrender of a known right or intentional conduct inconsistent with claiming the right.

Answer "Yes" or "No."

Answer: NO

2. Failure to comply by Title Source is excused if the following circumstances occurred:

- a. HouseCanary

- i. by words or conduct made a false representation or concealed material facts, and
- ii. with knowledge of the facts or with knowledge or information that would lead a reasonable person to discover the facts, and
- iii. with the intention that Title Source would rely on the false representation or concealment in acting or deciding not to act; and

- b. Title Source

- i. did not know and had no means of knowing the real facts, and
- ii. relied to its detriment on the false representation or concealment of material facts.

Answer "Yes" or "No."

Answer: NO

3. Failure to comply by Title Source is excused if the failure to comply was ratified by HouseCanary.

Ratification is the adoption or confirmation by a party, while having knowledge of all material facts, of a prior act which did not then legally bind that party and which it had the right to repudiate.

Answer "Yes" or "No."

Answer: NO

Question No. 22

Did HouseCanary fail to comply with Amendment One?

A failure to comply must be material. The circumstances to consider in determining whether a failure to comply is material include:

1. the extent to which the injured party will be deprived of the benefit which he reasonably expected;
2. the extent to which the injured party can be adequately compensated for the part of that benefit of which he will be deprived;
3. the extent to which the party failing to perform or to offer to perform will suffer forfeiture;
4. the likelihood that the party failing to perform or to offer to perform will cure its failure, taking into account the circumstances including any reasonable assurances;
5. the extent to which the behavior of the party failing to perform or to offer to perform comports with standards of good faith and fair dealing.

Answer "Yes" or "No" NO

Question No. 23

Did Title Source fail to comply with Amendment One?

A failure to comply must be material. The circumstances to consider in determining whether a failure to comply is material include:

1. the extent to which the injured party will be deprived of the benefit which he reasonably expected;
2. the extent to which the injured party can be adequately compensated for the part of that benefit of which he will be deprived;
3. the extent to which the party failing to perform or to offer to perform will suffer forfeiture;
4. the likelihood that the party failing to perform or to offer to perform will cure its failure, taking into account the circumstances including any reasonable assurances;
5. the extent to which the behavior of the party failing to perform or to offer to perform comports with standards of good faith and fair dealing.

Answer "Yes" or "No" yes

If you answered "Yes" to Question No. 22 and "Yes" to Question No. 23, then answer the following Question. Otherwise do not answer this Question.

Question No. 24

If both parties failed to comply, which party failed to comply with Amendment One first?

Answer "HouseCanary" or "Title Source" _____

If you answered "Yes" to Question No. 22, then answer the following question. Otherwise, do not answer the following question.

Question No. 25

Was HouseCanary's failure to comply, if any, with Amendment One excused?

Answer "Yes" or "No" for each of the following.

1. Failure to comply by HouseCanary is excused if compliance with Amendment One is waived by Title Source.

Waiver is an intentional surrender of a known right or intentional conduct inconsistent with claiming the right.

Answer "Yes" or "No."

Answer: _____

2. Failure to comply by HouseCanary is excused if the following circumstances occurred:
 - a. Title Source
 - i. by words or conduct made a false representation or concealed material facts, and
 - ii. with knowledge of the facts or with knowledge or information that would lead a reasonable person to discover the facts, and
 - iii. with the intention that HouseCanary would rely on the false representation or concealment in acting or deciding not to act; and
 - b. HouseCanary
 - i. did not know and had no means of knowing the real facts, and
 - ii. relied to its detriment on the false representation or concealment of material facts.

Answer "Yes" or "No."

Answer: _____

3. Failure to comply by HouseCanary is excused if the failure to comply was ratified by Title Source.

Ratification is the adoption or confirmation by a party, while having knowledge of all material facts, of a prior act which did not then legally bind that party and which it had the right to repudiate.

Answer "Yes" or "No."

Answer: _____

Only answer this question if you either:

1. Answered "Yes" to Question No. 22, "No" to Question No. 23, and "No" to all subparts of Question No. 25;
OR
2. Answered "Yes" to Question No. 22, "HouseCanary" in Question No. 24, and "No" to all subparts of Question No. 25.

Otherwise do not answer this Question.

Question No. 26

What sum of money, if any, if paid now in cash, would fairly and reasonably compensate Title Source for its damages, if any, that resulted from HouseCanary's failure to comply, if any, with Amendment One found in Question No. 22?

In answering questions about damages, answer each question separately. Do not increase or reduce the amount in one answer because of your answer to any other question about damages. Do not speculate about what any party's ultimate recovery may or may not be. Any recovery will be determined by the court when it applies the law to your answers at the time of judgment.

Consider the elements of damages listed below, if any, and none other. Do not add any amount for interest on damages, if any.

Answer in dollars and cents, if any, as to the following:

ANSWER:

- i. The amount, if any, that the expected benefit to Title Source of HouseCanary's full compliance with Amendment One exceeds the benefit that HouseCanary delivered to Title Source under Amendment One.

\$ _____

- ii. Additional software costs, if any, not saved.

\$ _____

If you answered "Yes" in response to Question No. 23, then answer the following Question. Otherwise do not answer this Question.

Question No. 27

Was Title Source's failure to comply, if any, with Amendment One excused?

Answer "Yes" or "No" for each of the following.

1. Failure to comply by Title Source is excused if compliance with the Amendment One is waived by HouseCanary.

Waiver is an intentional surrender of a known right or intentional conduct inconsistent with claiming the right.

Answer "Yes" or "No."

Answer: NO

2. Failure to comply by Title Source is excused if the following circumstances occurred:

- a. HouseCanary

- i. by words or conduct made a false representation or concealed material facts, and
- ii. with knowledge of the facts or with knowledge or information that would lead a reasonable person to discover the facts, and
- iii. with the intention that Title Source would rely on the false representation or concealment in acting or deciding not to act; and

- b. Title Source

- i. did not know and had no means of knowing the real facts, and
- ii. relied to its detriment on the false representation or concealment of material facts.

Answer "Yes" or "No."

Answer: NO

3. Failure to comply by Title Source is excused if the failure to comply was ratified by HouseCanary.

Ratification is the adoption or confirmation by a party, while having knowledge of all material facts, of a prior act which did not then legally bind that party and which it had the right to repudiate.

Answer "Yes" or "No."

Answer: NO

Only answer this question if you either:

1. Answered "Yes" to Question No. 23, "No" to Question No. 22, and "No" to all subparts of Question No. 27;
OR
2. Answered "Yes" to Question No. 23, "Title Source" in Question No. 24, and "No" to all subparts of Question No. 27.

Otherwise do not answer this Question.

Question No. 28

What sum of money, if any, if paid now in cash, would fairly and reasonably compensate HouseCanary for its damages, if any, that resulted from Title Source's failure to comply, if any, with Amendment One in Question No. 23?

In answering questions about damages, answer each question separately. Do not increase or reduce the amount in one answer because of your answer to any other question about damages. Do not speculate about what any party's ultimate recovery may or may not be. Any recovery will be determined by the court when it applies the law to your answers at the time of judgment. Do not add any amount for interest on damages, if any.

Consider the following elements of damages, if any, and none other.

Answer separately in dollars and cents for damages, if any:

Lost profits, if any, that were a natural, probable, and foreseeable consequence of Title Source's failure to comply with Amendment One.

Answer: 33,8 Millions

Question No. 29

Did HouseCanary fail to comply with the Non-Disclosure Agreement?

A failure to comply must be material. The circumstances to consider in determining whether a failure to comply is material include:

1. the extent to which the injured party will be deprived of the benefit which he reasonably expected;
2. the extent to which the injured party can be adequately compensated for the part of that benefit of which he will be deprived;
3. the extent to which the party failing to perform or to offer to perform will suffer forfeiture;
4. the likelihood that the party failing to perform or to offer to perform will cure its failure, taking into account the circumstances including any reasonable assurances;
5. the extent to which the behavior of the party failing to perform or to offer to perform comports with standards of good faith and fair dealing.

Answer "Yes" or "No" NO

Question No. 30

Did Title Source fail to comply with the Non-Disclosure Agreement?

A failure to comply must be material. The circumstances to consider in determining whether a failure to comply is material include:

1. the extent to which the injured party will be deprived of the benefit which he reasonably expected;
2. the extent to which the injured party can be adequately compensated for the part of that benefit of which he will be deprived;
3. the extent to which the party failing to perform or to offer to perform will suffer forfeiture;
4. the likelihood that the party failing to perform or to offer to perform will cure its failure, taking into account the circumstances including any reasonable assurances;
5. the extent to which the behavior of the party failing to perform or to offer to perform comports with standards of good faith and fair dealing.

Answer "Yes" or "No."

Answer: Yes

If you answered "Yes" to Question No. 29 and "Yes" to Question No. 30, then answer the following Question. Otherwise do not answer this Question.

Question No. 31

If both parties failed to comply, which party failed to comply with the Non-Disclosure Agreement first?

Answer "HouseCanary" or "Title Source" _____

If you answered "Yes" to Question No. 29, then answer the following Question. Otherwise, do not answer the following Question.

Question No. 32

Was HouseCanary's failure to comply, if any, with the Non-Disclosure Agreement excused?

Answer "Yes" or "No" for each of the following.

1. Failure to comply by HouseCanary is excused if compliance with the Non-Disclosure Agreement is waived by Title Source.

Waiver is an intentional surrender of a known right or intentional conduct inconsistent with claiming the right.

Answer "Yes" or "No."

Answer: _____

2. Failure to comply by HouseCanary is excused if the following circumstances occurred:
 - a. Title Source
 - i. by words or conduct made a false representation or concealed material facts, and
 - ii. with knowledge of the facts or with knowledge or information that would lead a reasonable person to discover the facts, and
 - iii. with the intention that HouseCanary would rely on the false representation or concealment in acting or deciding not to act; and
 - b. HouseCanary
 - i. did not know and had no means of knowing the real facts, and
 - ii. relied to its detriment on the false representation or concealment of material facts.

Answer "Yes" or "No."

Answer: _____

3. Failure to comply by HouseCanary is excused if the failure to comply was ratified by Title Source.

Ratification is the adoption or confirmation by a party, while having knowledge of all material facts, of a prior act which did not then legally bind that party and which it had the right to repudiate.

Answer "Yes" or "No."

Answer: _____

Only answer this question if you either:

1. Answered "Yes" to Question No. 29, "No" to Question No. 30, and "No" to all subparts of Question No. 32;
OR
2. Answered "Yes" to Question No. 29, "HouseCanary" in Question No. 31, and "No" to all subparts of Question No. 32;

Otherwise do not answer this Question.

Question No. 33

What sum of money, if any, if paid now in cash, would fairly and reasonably compensate Title Source for its damages, if any, that resulted from HouseCanary's failure to comply, if any, found in Question No. 29?

Consider the elements of damages listed below, if any, and none other. Do not add any amount for interest on damages, if any.

Answer in dollars and cents, if any, as to the following:

ANSWER:

Nominal damages for HouseCanary's breach, if any, of the Non-Disclosure Agreement.

Nominal damages can be a negligible amount from \$1 to \$100.

\$ _____

If you answered "Yes" in response to Question No. 30, then answer the following Question. Otherwise do not answer this Question.

Question No. 34

Was Title Source's failure to comply, if any, with the Non-Disclosure Agreement excused?

Answer "Yes" or "No" for each of the following.

1. Failure to comply by Title Source is excused if compliance with the Non-Disclosure Agreement is waived by HouseCanary.

Waiver is an intentional surrender of a known right or intentional conduct inconsistent with claiming the right.

Answer "Yes" or "No."

Answer: NO

2. Failure to comply by Title Source is excused if the following circumstances occurred:

- a. HouseCanary

- i. by words or conduct made a false representation or concealed material facts, and
- ii. with knowledge of the facts or with knowledge or information that would lead a reasonable person to discover the facts, and
- iii. with the intention that Title Source would rely on the false representation or concealment in acting or deciding not to act; and

- b. Title Source

- i. did not know and had no means of knowing the real facts, and
- ii. relied to its detriment on the false representation or concealment of material facts.

Answer "Yes" or "No."

Answer: NO

3. Failure to comply by Title Source is excused if the failure to comply was ratified by HouseCanary.

Ratification is the adoption or confirmation by a party, while having knowledge of all material facts, of a prior act which did not then legally bind that party and which it had the right to repudiate.

Answer "Yes" or "No."

Answer: NO

Question No. 35

Did HouseCanary fail to comply with the system availability requirements in Exhibit D to Amendment One?

Section 2 of Exhibit D to Amendment One addresses certain “system availability” requirements. It provides that, with the exception of Scheduled Maintenance, HouseCanary was required to have its systems and Licensed Software (including reports) and any API available 24 hours per day, 7 days per week, with a 99% uptime guarantee.

“Uptime” means: (i) with respect to Licensed Software, that the Licensed Software is reachable, Appraisers can access their respective Appraisals, and can complete Appraisals, and (ii) with respect to APIs or data streams provided by HouseCanary, that the API or stream is reachable, operational and receiving successful responses.

“Licensed Software” includes the HouseCanary Appraiser (the specifications for which are in Exhibit B to the Master Software License Agreement) and the API outlined in Exhibit A to Amendment One.

As part of the uptime requirement, HouseCanary was required to ensure that cumulative uptime availability did not fall below 90.0% for two or more consecutive months or for more than 4 months in a rolling year.

Answer “Yes” or “No”: NO

Question No. 37

Did HouseCanary own a trade secret in the information listed below?

“Trade secret” means all forms and types of information, including business, scientific, technical, economic, or engineering information, and any formula, design, prototype, pattern, plan, compilation, program device, program, code, device, method, technique, process, procedure, financial data, or list of actual or potential customers or suppliers, whether tangible or intangible and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if:

(A) the owner of the trade secret has taken reasonable measures under the circumstances to keep the information secret; and

(B) the information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by, another person who can obtain economic value from the disclosure or use of the information.

“Improper means” includes theft, bribery, misrepresentation, breach or inducement of a breach of a duty to maintain secrecy, to limit use, or to prohibit discovery of a trade secret, or espionage through electronic or other means.

“Proper means” means discovery by independent development, reverse engineering unless prohibited, or any other means that is not improper means.

“Reverse engineering” means the process of studying, analyzing, or disassembling a product or device to discover its design, structure, construction, or source code provided that the product or device was acquired lawfully or from a person having the legal right to convey it.

“Owner” means, with respect to a trade secret, the person or entity in whom or in which rightful, legal, or equitable title to, or the right to enforce rights in, the trade secret is reposed.

Answer “Yes” or “No” for each of the following.

- | | | |
|----|------------------|--------------------|
| A. | HouseCanary AVMs | Answer: <u>Yes</u> |
| B. | Similarity Score | Answer: <u>Yes</u> |
| C. | Data Dictionary | Answer: <u>Yes</u> |
| D. | Data Compilation | Answer: <u>Yes</u> |
| E. | Complexity Score | Answer: <u>Yes</u> |

If you answered "Yes" to any subpart of Question No. 37, then answer the following question only for any subpart to which you answered "Yes." If you did not answer "Yes" to any subpart of Question No. 37, do not answer the following question.

Question No. 38

Did Title Source misappropriate HouseCanary's trade secrets?

To find misappropriation of a trade secret, you must find that Title Source:

- (1) Acquired the trade secret, and that Title Source knew or had reason to know that the trade secret was acquired by improper means; or
- (2) Disclosed or used the trade secret without HouseCanary's express or implied consent, and that Title Source used improper means to acquire knowledge of the trade secret; or
- (3) Disclosed or used the trade secret without HouseCanary's express or implied consent, and that Title Source, at the time of the disclosure or use, knew or had reason to know its knowledge of the trade secret was acquired under circumstances giving rise to a duty to maintain secrecy or limit its use.

"Improper means" include theft; bribery; misrepresentation; breach or inducement of a breach of a duty to maintain secrecy, to limit use, or to prohibit discovery of a trade secret; or espionage through electronic or other means.

Answer "Yes" or "No" only as to any subpart in Question No. 37 to which you answered "Yes."

- | | | |
|----|------------------|--------------------|
| A. | HouseCanary AVMs | Answer: <u>Yes</u> |
| B. | Similarity Score | Answer: <u>Yes</u> |
| C. | Data Dictionary | Answer: <u>Yes</u> |
| D. | Data Compilation | Answer: <u>Yes</u> |
| E. | Complexity Score | Answer: <u>Yes</u> |

If you answered "Yes" to any subpart of Question No. 38, then answer the following Question. Otherwise, do not answer the following Question.

Question No. 39

What sum of money, if any, if paid now in cash, would fairly and reasonably compensate HouseCanary for its damages, if any, caused by Title Source's misappropriation, if any?

In answering questions about damages, answer each question separately. Do not increase or reduce the amount in one answer because of your answer to any other question about damages. Do not speculate about what any party's ultimate recovery may or may not be. Any recovery will be determined by the court when it applies the law to your answers at the time of judgment. Do not add any amount for interest on damages, if any.

Answer separately in dollars and cents for damages, if any.

1. The value of the HouseCanary trade secrets to Title Source at the time of Title Source's misappropriation.

Answer: 201.6 MILLIONS

2. The price that a willing buyer and a willing seller would have agreed on, at the time of Title Source's misappropriation as a fair price for Title Source's use of the trade secrets.

Answer: 64.1 MILLIONS

If you answered with any dollar amount to any subpart of Question No. 39, then answer the following question. Otherwise, do not answer the following question.

Assign percentages of responsibility only to those you found caused or contributed to cause the damages, if any, found by you in response to Question No. 39. The percentages you find must total 100 percent. The percentages must be expressed in whole numbers. The percentage of responsibility attributable to any one is not necessarily measured by the number of acts or omissions found.

Question No. 40

For each person you found caused or contributed to cause the harm to HouseCanary, find the percentage of responsibility attributable to each:

1. Title Source:	<u>100</u> %
2. HouseCanary	<u>0</u> %
Total 100 %	

Answer the following question only if you unanimously answered "Yes" to any subpart of Question No. 38. If you did not answer "Yes" to any subpart of Question No. 38, do not answer the following question.

To answer "Yes" to the following question, your answer must be unanimous. You may answer "No" to the following question only upon a vote of ten or more jurors. Otherwise, you must not answer the following question.

Question No. 41

Do you find by clear and convincing evidence that Title Source willfully and maliciously misappropriated HouseCanary's trade secrets?

"Willful and malicious misappropriation" means intentional misappropriation resulting from the conscious disregard of the rights of the owner of the trade secret.

"Clear and convincing evidence" means the measure or degree of proof that produces a firm belief or conviction of the truth of the allegations sought to be established.

Answer "Yes" or "No."

Answer: Yes

Answer the following question only if you unanimously answered "Yes" to Question 41. Otherwise, do not answer the following question.

You must unanimously agree on the amount of any award of exemplary damages.

Question No. 42

What sum of money, if any, if paid now in cash, should be assessed against Title Source and awarded to HouseCanary as exemplary damages, if any, for the conduct found in response to Question No. 38?

"Exemplary damages" means an amount that you may in your discretion award as a penalty or by way of punishment.

Factors to consider in awarding exemplary damages, if any, are—

1. The nature of the wrong.
2. The character of the conduct involved.
3. The degree of culpability of Title Source.
4. The situation and sensibilities of the parties concerned.
5. The extent to which such conduct offends a public sense of justice and propriety.
6. The net worth of Title Source.

"Net worth" means the total current assets of an entity minus the total current liabilities of that entity.

Answer in dollars and cents, if any.

Answer: 403,2 MILLIONS

Only answer this question if you either:

1. Answered "Yes" to Question No. 17, "No" to Question No. 16, and "No" to all subparts of Question No. 21;
OR
2. Answered "Yes" to Question No. 17, "Title Source" in Question No. 18, and "No" to all subparts of Question No. 21.

Otherwise do not answer this Question.

Question No. 44

What sum of money, if any, if paid now in cash, would fairly and reasonably compensate HouseCanary for its damages, if any, that resulted from Title Source's failure to comply, if any, with the Master Software License Agreement you found in Question No. 17?

In answering questions about damages, answer each question separately. Do not increase or reduce the amount in one answer because of your answer to any other question about damages. Do not speculate about what any party's ultimate recovery may or may not be. Any recovery will be determined by the court when it applies the law to your answers at the time of judgment. Do not add any amount for interest on damages, if any.

Answer separately in dollars and cents for damages, if any.

Consider the following elements of damages, if any, and none other:

1. The value of the HouseCanary trade secrets to Title Source at the time of Title Source's breach of the Master Software License Agreement.

Answer: 221.6 millions

2. The price that a willing buyer and a willing seller would have agreed on, at the time of Title Source's breach of the Master Software License Agreement, as a fair price for Title Source's use of the trade secret.

Answer: 641 millions

Only answer this question if you either:

1. Answered "Yes" to Question No. 23, "No" to Question No. 22, and "No" to all subparts of Question No. 27;
OR
2. Answered "Yes" to Question No. 23, "Title Source" in Question No. 24, and "No" to all subparts of Question No. 27.

Otherwise do not answer this Question.

Question No. 45

What sum of money, if any, if paid now in cash, would fairly and reasonably compensate HouseCanary for its damages, if any, that resulted from Title Source's failure to comply, if any, with Amendment One?

In answering questions about damages, answer each question separately. Do not increase or reduce the amount in one answer because of your answer to any other question about damages. Do not speculate about what any party's ultimate recovery may or may not be. Any recovery will be determined by the court when it applies the law to your answers at the time of judgment. Do not add any amount for interest on damages, if any.

Answer separately in dollars and cents for damages, if any.

Consider the following elements of damages, if any, and none other:

1. The value of the HouseCanary trade secrets to Title Source at the time of Title Source's breach of the Amendment One.

Answer: 201.6 Millions

2. The price that a willing buyer and a willing seller would have agreed on, at the time of Title Source's breach of the Amendment One, as a fair price for Title Source's use of the trade secret.

Answer: 641 Millions

Presiding Juror:

1. When you go into the jury room to answer the questions, the first thing you will need to do is choose a presiding juror.
2. The presiding juror has these duties:
 - a. have the complete charge read aloud if it will be helpful to your deliberations;
 - b. preside over your deliberations, meaning manage the discussions, and see that you follow these instructions;
 - c. give written questions or comments to the bailiff who will give them to the judge;
 - d. write down the answers you agree on;
 - e. get the signatures for the verdict certificate; and
 - f. notify the bailiff that you have reached a verdict.

Do you understand the duties of the presiding juror? If you do not, please tell me now.

Instructions for Signing the Verdict Certificate:

1. Unless otherwise instructed, you may answer the questions on a vote of ten jurors. The same ten jurors must agree on every answer in the charge. This means you may not have one group of ten jurors agree on one answer and a different group of ten jurors agree on another answer.

2. If ten jurors agree on every answer, those ten jurors sign the verdict.

If eleven jurors agree on every answer, those eleven jurors sign the verdict.

If all twelve of you agree on every answer, you are unanimous and only the presiding juror signs the verdict.

3. All jurors should deliberate on every question. You may end up with all twelve of you agreeing on some answers, while only ten or eleven of you agree on other answers. But when you sign the verdict, only those ten who agree on every answer will sign the verdict.

4. There are some special instructions before Question Nos. 4, 5, 9, 10, 14, 15, 41, and 42 explaining how to answer those questions. Please follow the instructions. If all twelve of you answer those questions, you will need to complete a second verdict certificate for those questions.

Do you understand these instructions? If you do not, please tell me now.



**DAVID A. CANALES
JUDGE PRESIDING
73RD JUDICIAL DISTRICT COURT**

Verdict Certificate

Check one:

Our verdict is unanimous. All twelve of us have agreed to each and every answer.

The presiding juror has signed the certificate for all twelve of us.

Robert Casiano
Signature of Presiding Juror

Robert Casiano
Printed Name of Presiding Juror


Our verdict is not unanimous. Eleven of us have agreed to each and every answer and have signed the certificate below.

Our verdict is not unanimous. Ten of us have agreed to each and every answer and have signed the certificate below.

Signature

Name Printed

- | | | |
|-----|-------|-------|
| 1. | _____ | _____ |
| 2. | _____ | _____ |
| 3. | _____ | _____ |
| 4. | _____ | _____ |
| 5. | _____ | _____ |
| 6. | _____ | _____ |
| 7. | _____ | _____ |
| 8. | _____ | _____ |
| 9. | _____ | _____ |
| 10. | _____ | _____ |
| 11. | _____ | _____ |

If you have unanimously answered Questions Nos. 4, 5, 9, 10, 14, 15, 41, ~~and~~ ^{and/or} 42, then you must sign this certificate also. Otherwise, do not sign this certificate. 

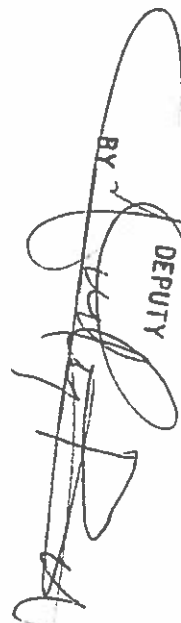
Additional Verdict Certificate

I certify that the jury was unanimous in answering the following questions that the Presiding Juror has checked below. All 12 of us agreed to each of the answers. The Presiding Juror has signed the certificate for all 12 of us.

QUESTION NO. 4: ✓
QUESTION NO. 5: ✓
QUESTION NO. 9: ✓
QUESTION NO. 10: ✓
QUESTION NO. 14: ✓
QUESTION NO. 15: ✓
QUESTION NO. 41: ✓
QUESTION NO. 42: ✓

Robert Casiano
Signature of Presiding Juror

Robert Casiano
Printed Name of Presiding Juror

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