



## **Final Order**

**of the Court of First Instance of the Unified Patent Court  
issued on 22 December 2025**

Applicants:

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

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

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, the legally qualified judge Böttcher and the legally qualified judge Kupecz.

LANGUAGE OF THE PROCEEDINGS:

German, after change of the language of the proceedings: English

HEARING DATE:

14 November 2025

SUBJECT:

R. 206 RoP – preliminary measures, here: application for review R. 212.3, 197.3 RoP

STATEMENT OF FACTS

1. On 30 September 2025 the Panel issued an ex-parte order upon application of Applicants in the German language (then the language of the proceedings), which was served on Respondents on 2 October 2025 at the address of Respondent 4 in Munich. The operative part of the Order reads as follows:

- I. Den Antragsgegnerinnen wird im Wege der einstweiligen Maßnahme untersagt, ein Verfahren auf Erlass einer Anti-Suit-Injunction einzuleiten und/oder weiter zu verfolgen oder eine andere gleichwertige gerichtliche oder behördliche Maßnahme wie eine Temporary Restraining Order zu beantragen, aufgrund derer die Antragstellerinnen effektiv daran gehindert werden und/oder werden sollen, Patentverletzungsverfahren aus ihren der Zuständigkeit des EPG unterliegenden Europäischen Patenten vor dem EPG im Geltungsbereich des EPGÜ zu betreiben oder fortzusetzen, und/oder daraus resultierende Urteile oder Maßnahmen zu vollstrecken,
- II. wobei diese Unterlassungsverpflichtung, betreffend Patentverletzungsverfahren aus der Zuständigkeit des EPG unterliegenden Europäischen Patenten vor dem EPG im Geltungsbereich des EPGÜ, insbesondere auch umfasst
  1. beim UK High Court keine vorläufige Anordnung zu beantragen, die den Antragstellerinnen aufgibt, den Antragsgegnerinnen eine Interimslizenz an Patenten der Antragstellerinnen, zu gewähren;

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2. beim UK High Court keine vorläufige Anordnung zu beantragen, festzustellen, dass die Antragstellerinnen gegen RAND-Verpflichtungen verstoßen, wenn sie den Antragsgegnerinnen keine Interimslizenz an Patenten der Antragstellerinnen, zu den von dem UK High Court festgelegten Konditionen gewähren würde;
3. das Gebot, etwaige Anträge nach Ziff. 1. und 2. zurückzunehmen oder andere prozessuale Mittel zu ergreifen, um sie mit Wirkung für den Geltungsbereich des EPGÜ endgültig zu widerrufen;
4. das sofortige Verbot, ein etwaiges Interimslizenz-Verfahren mit Wirkung für den Geltungsbereich des EPGÜ außer zum Zweck der Antragsrücknahme weiter zu betreiben;
5. das Verbot, den Antragstellerinnen durch eine gerichtliche oder behördliche Anordnung gerichtet auf Untersagung des vorliegenden Verfahrens verbieten zu lassen, Patentverletzungsverfahren aus ihren Patenten vor den zuständigen Kammern des EPG zu führen und/oder daraus resultierende Urteil zu vollstrecken;

wobei die vorstehenden Ge- und Verbote auch umfassen, auf konzernverbundene Gesellschaften unter Ausschöpfung konzernrechtlicher Möglichkeiten entsprechend einzuwirken.

- III. Im Falle jeder Zuwiderhandlung gegen die Anordnung nach Ziffer I. haben die Antragsgegnerinnen an das Gericht jeweils ein (ggf. wiederholtes) Zwangsgeld in Höhe von bis zu 250.000,00 € für jeden Tag der Zuwiderhandlung zu zahlen.
- IV. Die Anordnung ist zunächst ohne Sicherheitsleistung vollstreckbar. Die Vollstreckbarkeit endet jedoch, wenn die Antragstellerinnen zugunsten der Antragsgegner nicht innerhalb von 20 Tagen eine Sicherheit in Form einer Hinterlegung oder Bankbürgschaft in Höhe von 400.000 € geleistet haben.
- V. Die angeordneten einstweiligen Maßnahmen werden auf Antrag der Antragsgegnerinnen, unbeschadet etwaiger Schadenersatzforderungen, aufgehoben oder auf andere Weise außer Kraft gesetzt werden, wenn die Antragstellerinnen nicht innerhalb einer Frist von 31 Kalendertagen oder 20 Werktagen – je nachdem, welcher Zeitraum länger ist – ab dem Tag des Erlasses der vorliegenden Anordnung gerechnet beim Einheitlichen Patentgericht das Verfahren in der Hauptsache einleiten.
- V. Im Übrigen wird der Antrag zurückgewiesen.

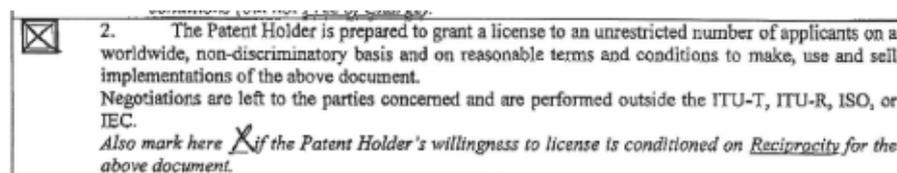
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- VI. Die Antragsgegnerinnen tragen die Kosten des Verfahrens.
  - VII. Der Streitwert wird auf 2 Millionen € festgesetzt.
2. After the language of the proceedings was changed to English by order of 17 October 2025, Respondents requested as follows (by way of application of 14 October 2025 without grounds, which were only submitted later in the brief of 3 November 2025):
- I. The order of the Local Division Mannheim of the Court of first instance of the UPC dated 30 September 2025 is revoked.
  - II. The application is dismissed.
  - III. The Applicants bear the costs of the proceedings.
3. For the grounds of the ex-parte Order it is referred to the Order of 30 September 2025 so as to avoid repetition.

#### Respondents' arguments

4. Respondents argue, the impugned Order was an anti-suit injunction directed against Respondents so as to block them pursuing their contractual claims before the UK courts. The contractual claims resulted from a RAND declaration of the Applicants vis-à-vis the International Telecommunications Union - Telecommunications Standardization Sector ("ITU-T") in Switzerland, which they had made voluntarily. An exemplary declaration is displayed below:



5. By granting the Order against a contractual claim, the Panel had „fatally undermined the system of contractual declarations made to SSOs such as ETSI, the ITU-T and the IEEE“. The implementer would not be able to get the promised licence but could „only rely on competition law as a defence to infringement claims“, which was insufficient and inappropriate in the eyes of Respondents.

6. It was generally acknowledged by courts in the UK, US and elsewhere, that the RAND declaration established a contract between the SEP holder and the Standard-Setting Organization (SSO). This contract involved a stipulation for the benefit of third parties, which could be relied upon by implementers as third-party beneficiaries. Under Swiss law, the third-party beneficiary obtained the right to enforce the RAND declaration by way of specific performance, and in particular, the right to obtain a licence from Applicants on RAND terms or to receive a RAND offer, which is capable of acceptance and which is enforceable under Swiss law.
7. In the opinion of Respondents the third-party beneficiary can also enforce this right to obtain such a license on an interim basis, pending determination of the final terms under the applicable Swiss law. Respondents' request for relief in the UK proceedings is directed at declaratory relief and specific performance. In addition, Respondents are of the opinion that they are entitled to an Interim-Licence relief, but were unduly prevented from pursuing such relief by the impugned order. Any objection of Applicants against the jurisdiction of the UK courts was misplaced.
8. In view of the impugned order, Respondents requested expedited RAND rate setting proceedings and were granted expedition, so that the respective hearings on the Final relief will take place in September 2026.
9. After a Case Management Conference at the UK High Court on 9 October 2025, Amazon applied – in reaction to the impugned Order – for an order before the UK High Court aimed at protecting the Final rate-setting action in the UK. The order was granted ex-parte on 20 October 2025, accompanied by an approved judgement of the same date. Still, in his case management conference of 9 October 2025, the same judge heavily criticized UK counsel of Applicants as follows (see review application at paras. 205 et seqq.; emphasis added by Respondents in their brief), a few days before granting the aforementioned UK Order:

46. Turning to the first matter, I do not believe that there was any real possibility that the UK court would schedule a hearing on the ASIL application “very soon”. Considering the various actions where that sort of application has been made, starting with *Panasonic v Xiaomi*, continuing through *Lenovo v Ericsson*, *Nokia v Amazon*, *ZTE v Samsung*, and the various recent cases involving Nokia brought by Acer, Hisense and Asus, in none of them has a timetable anything like that pertained. The applications have taken weeks and months to be scheduled and then to come on, and it is also, I think, with all due respect to the submissions made to me, wildly unlikely almost to the point of inconceivable that the High Court in that sort of case would announce its decision on the interim licence immediately after the hearing. It just has not happened; the hearings are very complicated; although Mr. Bloch submits that in theory the UK High Court has the power to announce its decision with reasons to follow, and occasionally does so (in situations very different from this), I do not think there is any prospect that that would have happened in these situations.
48. For reasons that I discussed in more detail with Mr Bloch in the course of the hearing (and which InterDigital wish to meet in evidence), I am sorry to say, and I say this so that InterDigital have a fair opportunity to respond, that I think that the statement made about timing was, objectively speaking, obviously incorrect and unmaintainable. The German and UPC courts are, as I have said, masters of their own courts and cases and procedures and may wish to assess this themselves, which is a right I absolutely respect. It is also exclusively a matter for them what significance they attach to it, if any.
49. In relation to the assertion that the UK court might grant an anti-anti-anti-suit injunction, the position is fractionally more nuanced. I accept the point that Mr. Bloch made, that, in principle, that jurisdiction exists. However, there are many reasons to think that it would have been really very difficult for Amazon to deploy it (not that they did so or have tried to do so, although that can only be said with the wisdom of hindsight). The case law indicates that all anti-suit injunctions (particularly those not based on contract under a jurisdiction clause), have to be approached with care, and that the more “antis” there are in front of the “suit”, if I can put it that crude way - the greater the degree of retaliatory escalation - the more caution has to be exercised. I also think it is a further hurdle, and unlikely, that the UK court would act *ex parte* in the way that InterDigital suggested.
50. Bird & Bird could quite fairly have said, and InterDigital could fairly have said, that the jurisdiction exists in theory, but was unlikely to be successfully used and even then was unlikely to be exercised *ex parte*, but that would be a very different matter from what was actually said. There is, as I said, quite a bit of UK case law on this, but there is no indication that it was considered for the purposes of the Bird & Bird evidence. It may be that in the evidence they want to put in, InterDigital will explain that it was, but as at present it seems unlikely. Although Mr. Bloch indicated in his skeleton a US case where an anti-anti-anti-suit injunction was, it is said, granted, that is a rather different matter from what the UK court would do. Had the Bird & Bird evidence been prepared after consideration of the UK case law, it could at least have been mentioned at this hearing, but it was not.

10. Respondents included – in their application for the UK ex-parte order – a clarification. The UK High Court, in the course of the private, i.e. ex-parte, hearing in advance of issuing its order (see Exhibit HRM 3, transcript pages 39 et seqq.) – advised Respondents not to include it in the final order for the reasons set out in the approved judgement of 20 October 2025 at para 42 ([2025] EWHC 2708 (Pat)) as follows:

42. The **laudable** effort to include a carve-out was by way of paragraph 6 in the order, which said as follows:

“For the avoidance of doubt, nothing in this Order prevents or is intended to prevent the Respondents (or any of them) from pursuing, continuing or conducting patent infringement proceedings based on their patents before any competent court and/or enforcing any resulting judgments or measures.”

43. To my mind that just introduces scope for doubt and could even undermine the injunctions in 5(a)-(c) which I have ordered. So I think it is unnecessary because I do not think there is any argument that paragraphs 5(a)-(c) do preclude an allegation by InterDigital that some particular claim of some particular patent or patents is infringed by some particular activity.

11. The sealed order of the UK High Court of the same date orders as follows, containing an injunction:

**PENAL NOTICE**

IF YOU, THE ABOVE-NAMED (1) INTERDIGITAL VC HOLDINGS, INC. (2) INTERDIGITAL, INC. (3) INTERDIGITAL MADISON PATENT HOLDINGS SAS (4) INTERDIGITAL PATENT HOLDINGS, INC. OR (5) INTERDIGITAL CE PATENT HOLDINGS SAS, DISOBEY THIS ORDER YOU MAY BE HELD TO BE IN CONTEMPT OF COURT AND

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PUNISHED BY A FINE, IMPRISONMENT, CONFISCATION OF ASSETS OR OTHER PUNISHMENT UNDER THE LAW

IF ANY DIRECTOR OR OFFICER OF (1) INTERDIGITAL VC HOLDINGS, INC. (2) INTERDIGITAL, INC. (3) INTERDIGITAL MADISON PATENT HOLDINGS SAS (4) INTERDIGITAL PATENT HOLDINGS, INC. OR (5) INTERDIGITAL CE PATENT HOLDINGS SAS, DISOBEYS THIS ORDER, THAT PERSON MAY BE HELD TO BE IN CONTEMPT OF COURT AND PUNISHED BY A FINE, IMPRISONMENT, CONFISCATION OF ASSETS OR OTHER PUNISHMENT UNDER THE LAW

ANY OTHER PERSON WHO KNOWS OF THIS ORDER AND DOES ANYTHING WHICH HELPS OR PERMITS ANY OF (1) INTERDIGITAL VC HOLDINGS, INC. (2) INTERDIGITAL, INC. (3) INTERDIGITAL MADISON PATENT HOLDINGS SAS (4) INTERDIGITAL PATENT HOLDINGS, INC. OR (5) INTERDIGITAL CE PATENT HOLDINGS SAS TO BREACH THE TERMS OF THIS ORDER MAY ALSO BE HELD TO BE IN CONTEMPT OF COURT AND PUNISHED BY A FINE, IMPRISONMENT, CONFISCATION OF ASSETS OR OTHER PUNISHMENT UNDER THE LAW

[...]

### **Injunction**

5. Until after the return date or further order of the Court, the Respondents (and each of them), whether by their directors, officers, partners, employees or agents, or in any other way, must not take any steps in any court or tribunal (wherever situated) to seek any orders, measures or other relief (including, without limitation, anti-suit relief) which would, directly or indirectly:
  - a. restrain, prevent or prohibit the Applicants or any of them from pursuing the Final Relief (or any part of it), the AASI Application, the Continuation Application, and/or the Expedition Application;
  - b. require the Applicants or any of them to withdraw any claims for the Final Relief (or any part of it), the AASI Application, the Continuation Application, and/or the Expedition Application;
  - c. seek to penalise the Applicants or any of them for the pursuit of the Final Relief (or any part of it), the AASI Application, the Continuation Application, and/or the Expedition Application.

and defining the „Final Relief“ in Annex A as follows:

### Annex A – The Final Relief

For the purposes of this Order, "Final Relief" means the Claimants' claims for relief in these proceedings as set out in the prayer for relief in the Particulars of Claim dated 29 August 2025 (as reproduced below), excluding the claims that are highlighted and struck through and any claim for an adjustable licence under paragraphs (4), (5), (6), (7)(b), (7)(c) and (15) below (which, for the avoidance of doubt, are not the subject of this Order).

- (1) A declaration that Amazon is a beneficiary of the InterDigital and/or the Thomson RAND Commitment.
- (2) A declaration that the InterDigital and/or Thomson RAND Commitment requires the licensing of Encoding SEPs on RAND terms.
- (3) A declaration that Amazon is entitled to be offered, and on acceptance of such an offer, granted a licence to the Challenged Patents, on RAND terms covering the InterDigital Video Portfolio, alternatively the Codec SEPs.
- (4) A declaration of licence terms (including royalty terms) to the Challenged Patents that are RAND as between Amazon and InterDigital ~~(including any such terms that are adjustable pending a full Court determination, if granted before such a determination).~~
- (5) An order that InterDigital offer Amazon a RAND Licence as declared by the Court ~~and/or on terms that are adjustable pending a full Court determination, if granted before such a determination).~~
- (6) In the alternative to (5), if InterDigital refuses or declines to offer the RAND licence determined by the Court ~~(including any such terms that are adjustable pending a full Court determination, if granted before such a determination)~~, a declaration that InterDigital is in breach of its RAND Commitment and an unwilling licensor, and any damages arising from such breach.
- (7) If Thomson has failed properly to transfer to InterDigital its RAND Commitment in respect of the Thomson Prior Video Portfolio (including its obligation to license Encoding SEPs and/or the Thomson Non-Discrimination Obligation):
  - (a) A declaration that the contract effecting the Thomson Video Patent Acquisition is void contrary to the Chapter I prohibition;
  - (b) A declaration of licence terms (including royalty terms) to the Challenged Patents that are RAND as between Amazon and Thomson ~~(including any such terms that are adjustable pending a full Court determination, if granted before such a determination).~~

- (c) An order that Thomson offer Amazon a RAND Licence as declared by the Court ~~(and/or on terms that are adjustable pending a full Court determination, if granted before such a determination).~~
  - (d) In the alternative to (c), if Thomson refuses or declines to offer the RAND licence determined by the Court, a declaration that Thomson is in breach of its RAND Commitment and an unwilling licensor.
  - (e) In the alternative to (a), specific performance of Thomson's obligation to transfer its RAND Commitment to InterDigital, alternatively damages for breach of the RAND Commitment against Thomson in an amount to be assessed.
- (8) A declaration that the Challenged Patents and each of them are invalid.
  - (9) An order that the Challenged Patents and each of them be revoked.
  - (10) A declaration that the Challenged Patents and each of them are not essential to the HEVC Standard and/or the AVC Standard as applicable.
  - (11) A declaration or declarations that the acts set out in paragraph 79 of the Particulars of Claim would not infringe the Challenged Patents or any of them.
  - (12) A declaration that InterDigital has abused their dominant position contrary to the Chapter II Prohibition and any damages arising from such abuse.
  - (13) An order for the publication and/or dissemination of the Court's judgment at the Defendants' expense.
  - (14) Costs together with interest thereon.
  - (15) Further or other relief including such further declarations as may be appropriate, together with any appropriate interim and protective relief as the Court deems fit.

12. The Respondents argue, the impugned order should be reviewed and the application dismissed, because the UPC case law provided an SEP owner with injunctive relief against an implementer, who does not hold a licence, without good reason. As emphasized in the oral hearing, the only correct conceptual approach on the FRAND issue was the contractual approach followed by the UK courts. This approach advocates for limiting the SEP owner's rights to monetization through licensing, while accepting limits on how the monopoly right may be enforced. The only proper construction of any declaration to a SSO was, that the SEP owner self-restrains its right to an injunction by entering into a voluntary contractual commitment. The basis, from which the impugned order started, was therefore incorrect as the focus on (EU) antitrust law in FRAND cases was ill-founded and not to be accepted as it resulted in injunctive relief, which was unacceptable for implementers as they were forced into supra-FRAND licence agreements by the injunction granted by i.a. the UPC and the German courts.

13. An interim-license would not have an effect of an anti-suit injunction. An application for specific performance of an Interim-license was, instead, aimed at being allowed to use the patentee's SEPs on an interim basis in return for the payment of a provisional license fee to be adjusted following the final RAND determination. If the UK court would find for specific performance, serious consequences could follow in case of disobedience with such finding, but those consequences would be *„within the typical mechanisms of enforcement. If the addressee of an order for specific performance disobeys the order, it may be held to be in contempt of court and punished by a fine, imprisonment, confiscation of assets or other punishment under the law.“*

(review application para. 112).

14. The consequences of such order were owed to the fact, that it merely implemented the limitations, that Applicants had imposed on themselves through the license declaration. All *de facto*-effects of the UK orders had to be accepted as mere „spill-over effects [...] inherent in multi-jurisdictional disputes“. A decision in a country may – in the opinion of Respondents – automatically influence the international litigation elsewhere and it could not be accused of anticipating or preventing decisions in other countries or of being imperialistic based on this alone.

15. Finally, the idea of the UK courts to impose interim regimes on SEP owners was already embedded in the ECJ's Huawei decision. The interim licence was to be equated with the security mentioned in that decision as explained in the most recent judgement of the UK Court of Appeals of 31 October 2025 in Samsung v ZTE per Birss LJ ([2025] EWCA Civ 1383).

16. Furthermore, the UPC had no competence to protect fundamental rights as enshrined in the EU Charter or the European Convention on Human Rights, which the Court took as a basis for its order. The reason was, that such competence was not mentioned in Art. 32 UPCA.

## Applicants' arguments

17. Applicants, in their response to the grounds for review of 10 November 2025, request that the Order remains in effect.
18. Applicants clarify, they do not ask the Court to extend the relief so as to prevent Respondents from conducting the main UK rate-setting trial.
19. Applicants emphasize, that it were Respondents, who had left the negotiation table and initiated rate-setting proceedings in the UK and filed actions against 18 patents in Brazil including an ASI. The impugned Order of the UPC, therefore, was a purely defensive mechanism, which was not intended to prevent Respondents from conducting the main UK FRAND-rate-setting. However, Respondents' announced application for an interim licence, which they already included in the briefs concerning the Final rate-setting, the expedition application in the UK and the application for a further ex parte AAASI had only one goal – to block Applicants asserting patent rights anywhere else than in the UK in order to force them to submit to the UK proceedings.
20. As far as Respondents referred to contractual claims, this line of argument was ill-founded, since the portfolio of Applicants, undisputedly, contained thousands of non-standard essential patents. Even the vast majority of Interdigital's Video Portfolio was unrelated and not subject to the ITU-T RAND obligation. This obligation anyways only established an obligation to negotiate in good faith not a duty to conclude a contract.
21. Especially, there was no obligation whatsoever under Swiss law to enforce such a licence on an interim basis. Rather Respondents tried to abuse the possibilities developed by the UK courts to obtain interim-licence declarations and to combine this with the alleged Swiss contractual claim.
22. The UK courts, in addition, were asked by Respondents to force Applicants into an interim-licence covering non-standard essential patents as well.
23. Furthermore, the forum choice of Respondents exclusively aimed at litigating in the UK to enforce low FRAND rates, even though the dispute relates to two US companies in disagreement over alleged Swiss law claims. No jurisdiction of UK courts could be accepted

to exclusively adjudicate in such a scenario. In fact, only 3-4% of its patent claims essential to the standards were UK patents.

24. Moreover, Respondents accompanied their expedition application before the UK High Court, which also solely aimed at the UK courts coming first before any injunctive relief could be issued by a European court, by a further application so as to block any ASI of the UPC without their being any such risk established. In the hearing, the UK judge challenged Applicants to „just agree“ not to enforce any injunctions until January 2027 so that an expedition would not be needed, because until then, the main trial would be completed without expedition. In essence, Respondents argued and the UK High Court accepted, that an adjudication of an infringement claim before the UPC would potentially lead to supra-FRAND terms and that Respondents needed to be protected by the UK courts against this happening.

25. Applicants challenged the UK High court's order of 20 October 2025. In the UK hearing on 30 and 31 October 2025, when raising the question whether, in case of the UK court ordering a licence with specific performance, Applicants would still be free to argue before the UPC that such licence would not be valid, the UK judge replied as follows, what the Applicants highlighted in their brief:

19 MR. JUSTICE MEADE: Okay. I think I understand what you are  
20 saying. They could get all the way to get their order and  
21 specific performance and then the question would be, "What do  
22 the German courts do now?" And you want to be able to argue  
23 that.  
24 MR. BLOCH: We want to be able to argue that, in the same way that  
25 InterDigital's stance is that there should be no orders

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1 granted by any courts which will preclude a party from  
2 exercising its intellectual property rights in other  
3 territories, but that is implicit in what I said before.  
4 MR. JUSTICE MEADE: There has to come a limit to that though, does  
5 there not, Mr. Bloch? If there was a written licence  
6 agreement between the parties, with an English jurisdiction  
7 clause in, and the question was "What does that cover" and an  
8 English court said "That jolly well covers German patents",  
9 that would be a licence.

26. According to Applicants, clarification of that point was necessary.

27. The whole picture drawn by Respondents, that a contractual approach would lead to results, which would differ in category from what Respondents called the competition law approach, was ill-founded. Even Respondents own expert Sir Christopher Floyd confirmed, that any contractual claims would have to be interpreted in the light of the competition law situation and vice versa.
28. The request for an interim-licence was at least a de facto anti-suit injunction. The sole purpose of interim-licences was to deter the patentee from enforcing his patent rights elsewhere than in the UK. This was in line with Respondents behaviour, which tried to force Applicants waive the enforcement of its IP rights by way of an undertaking (Exhibit AR5).
29. Most importantly, the interim-licence was not needed for the UK territory. It was completely in the hands of the UK courts when to grant or not to grant injunctive relief. An interim-licence was not needed for any reason in the UK. It was exclusively directed against foreign courts so as to block them from rendering justice.
30. For further details of the written submissions it is referred to the briefs and exhibits.

#### Further procedure

31. On 14 November 2025 the case was heard before the Panel. The parties agreed, that the Panel should not issue an order immediately but wait for the outcome of the UK proceedings first, in which Applicants challenged the UK order of 20 October 2025. Respondent suggested, that points of interest to these proceedings, may be clarified in the course of the UK proceedings. The parties agreed to the court's proposal, that both sides should report on the UK proceeding until 9 December 2025 (this time limit was extended later by further order) and waived their right to a further hearing upon those submissions. The Panel reserved its right to call the parties to a further hearing in case deemed necessary. By way of communication on the CMS, the court communicated – after the parties' brief were received – that no further hearing was foreseen and that an order was to be issued any time soon.

32. Appellants, meanwhile, filed two Infringement actions, which both are based on non-standard-essentials Patents, with the Local Division Mannheim on 7 November 2025, EP2548372 (UPC\_CFI\_1481/2025), EP3240285 (UPC\_CFI\_1482/2025). Service was accepted by Respondents' counsel at the beginning of the hearing before the Panel on 14 November 2025.
33. On 2 December 2025 the UK High Court issued an order upholding its Order issued on 20 October 2025 and continued through further Order of 30 October 2025 under certain modifications, which Respondents highlight as follows:

**Exhibit HRM 19.**

- 3 The amendments to the "Injunction" part of the AASI Order of today (Exhibit HRM 19) compared to the AASI Order of 20 October 2025 (Exhibit HRM 2) are highlighted hereinafter:

**Injunction**

~~5.4~~ Until ~~after the return date or~~ further order of the Court, the Respondents (and each of them), whether by their directors, officers, partners, employees or agents, or in any other way, must not take any steps in any court or tribunal (wherever situated), save in these proceedings in the Patents Court in England and Wales, to seek any orders, measures or other relief (including, without limitation, anti-suit relief), which would, directly or indirectly:

- a. restrain, prevent or prohibit the Applicants or any of them from pursuing the Final Relief (or any part of it), the AASI Application, the Continuation Application, and/or the Expedition Application;
- b. require the Applicants or any of them to withdraw any claims for the Final Relief (or any part of it), the AASI Application, the Continuation Application, and/or the Expedition Application;
- c. seek to penalise the Applicants or any of them for the pursuit of the Final Relief (or any part of it), the AASI Application, the Continuation Application, and/or the Expedition Application.

~~5~~ For the avoidance of doubt, the injunction in paragraph 4 above does not prevent the Respondents (and each of them), in any jurisdiction, from:

- a. bringing substantive patent infringement proceedings in respect of any patent within the scope of a licence between the parties on terms determined by the English Court which is entered into as a result of the grant of the Final Relief or any part of it (the "English Court Determined Licence");
- b. contesting the effect of any such English Court Determined Licence, insofar as such licence is relied on as a defence to patent infringement proceedings.

## GROUNDS FOR THE ORDER

34. The Order is confirmed and remains in force as issued. The main reasons are summarized hereinafter in paras 35 – 40:

### UK interim-licences equate to an anti-suit injunction

35. The measures addressed as „interim licence“ or „adjustable licence“ - referred to in the operative part of the Order of 30 September 2025 under item II. as vorläufige Anordnung or Interimslizenz (only the German language as original language of the proceeding being authoritative) – are an anti-suit injunction exclusively directed against the Applicants enforcing their IP rights in foreign jurisdictions and therefore also before the UPC (see paras. 41 et seqq).

36. There is no justifiable ground for such an order, which is directed against a party turning to a foreign court to have it assess that party’s patent rights. Such order is especially not needed to safeguard the UK proceedings. Even though such an „interim-licence“ or „adjustable licence“ violates the *ordre public* of the European Union and therefore also the *ordre public* of the UPC contracting member states, which renders it null and void and thus unenforceable in UPC contracting member states, Applicants have a legal interest in defending against such an order imposed upon them.

### UK Final FRAND-rate setting is a measure equivalent to an ASI in the sense of the Impugned Order, should it encroach upon a party’s fundamental right to enforce its patent rights before the UPC

37. The Order is furthermore upheld as granted in operative part I. of the Order of 30 September 2025, which relates to Anti-suit injunctions and any „andere gleichwertige gerichtliche oder behördliche Maßnahme“ (only the German language as original language of the proceeding being authoritative).

38. For reason of clarity, it is emphasized, that the Order of 30 September 2025, which is not extended in its scope by this order, but only confirmed in the scope as it was, relates to any measure equivalent to an ASI irrespective of its denomination and irrespective of it being described as an „interim“ or a „final“ relief. It encompasses all measures by a court or a

public authority, which directly or indirectly or due to a *de facto*-effect prevent the Appellants from pursuing their Patent rights before the UPC and from seeking access to justice before the UPC as a court common to the member states and a court bound by EU law (Art. 1 and 20 UPCA). Accordingly, it encompasses also to the „Final relief“ as defined in Annex A of the UK High Court’s order, in case the Final relief, as soon as it has been granted, prevents the Appellants’ right to argue their case and seek to enforce their Patent rights before the UPC.

#### Modified UK High Court order

39. Whereas the Court has seen the modifications of the Order of the UK High Court of 20 October 2025 in the Order of 2 December 2025 insofar as it limits the effects of that order as such, it remains silent upon the effects of the Final relief. In consequence, it has to remain open for the time being whether the UK Order of 20 October 2025 as continued and modified, violates this court’s Order of 30 September 2025 and warrants severe consequences. As such danger is imminent the Order had to be upheld. This Order, however, is not limiting the UK courts to attach whatever legal consequences to such order, judgment or other decision as long as such effects are strictly limited to the UK territory and do not attach any negative consequences whatsoever to the Applicants for enforcing their patent rights in relation to the UPCA contracting member states. The same holds true for any other foreign court as long as its order, judgement or other decision does not interfere with access to the UPC.

#### Enforceability and Warning

40. According to the jurisprudence of the UPC Court of Appeal (Order of 14 October 2025, UPC CoA 699/2025 – FUJI/Kodak), this order had to include a clear warning. Therefore, the possible coercive measures in case of a breach of this order had to be detailed in the order. As a breach of this order will materialize, if Appellants are blocked from pursuing any of their Patents, for which the UPC has competence, in any of the UPC contracting member states, the penalties ordered had to be sufficiently high so as to deter Respondents from breaching this Order.

## UK interim-licences and/or adjustable licences

41. The Order of 30 September 2025 is to be confirmed as it relates, under item II., to a vorläufige Anordnung or Interimslizenz (only the German language as original language of the proceeding being authoritative).
42. The legal concept of the interim-licence or adjustable licence, as used by Respondents to advance their interests, aims at targeting foreign jurisdictions (see e.g. the argument of Respondents before the UK High Court p. 30 et seq. 30 October 2025 hearing = Exhibit HRM 8, highlighting added):

[ Page 30 ]

1 This court is obviously very well-placed to resolve  
2 those issues, having done it before, and it is  
3 well-established that the court has jurisdiction to do so,  
4 notwithstanding that my learned friend seems to want to run  
5 all those arguments again.  
6 Amazon has undertaken to take a licence on terms set by  
7 the court. InterDigital has not. Nor has it undertaken to  
8 refrain from bringing proceedings against Amazon elsewhere  
9 during the course of this action. As my Lord knows, what in  
10 fact it has done is applied to the Munich and UPC courts to  
11 obtain anti-suit injunctions against interim licence relief.  
12 We say that what is clear is InterDigital is trying to delay  
13 these proceedings. It has used the anti-suit injunctions to  
14 restrain Amazon from obtaining an interim licence, and that is  
15 a remedy that ----  
16 MR. JUSTICE MEADE: An interim licence declaration.  
17 MR. HINCHLIFFE: Declaration, sorry, my Lord, you are right.  
18 MR. JUSTICE MEADE: Actually, no, I think you do mean interim  
19 licence, do you not, in the context of the ITU?  
20 MR. HINCHLIFFE: In the context of ITU, it is both. Certainly, in  
21 this jurisdiction, it is well-established, at the Court of  
22 Appeal level, that declarations as to terms of an interim  
23 licence are something that the court can do. Of course, an  
24 interim licence allows the parties to swiftly move to the  
25 position where an implementer becomes licensed and will start

1 paying royalties, and therefore be protected from threats of  
2 proceedings elsewhere, shutting down important parts of its  
3 business.  
4 MR. JUSTICE MEADE: Yes.  
5 MR. HINCHLIFFE: So as well as preventing Amazon being able to  
6 become a licensee quickly by the anti-suits, as we will see,  
7 it is also taking every step possible procedurally in these  
8 proceedings to slow things down and to extend the process  
9 before this court gets to a final decision on RAND rates. We  
10 say that the inference as to why it is doing that is clear:  
11 it wants to take the time, in order to seek to obtain  
12 injunctions elsewhere, and to try and exert commercial  
13 pressure on Amazon to pay up, basically, to pay more than the  
14 RAND rate.  
15 My Lord, that is the background. Moving on then to  
16 expedition and the correct approach. My Lord is obviously  
17 very familiar with that. It is the four steps in ----  
18 MR. JUSTICE MEADE: Are you just doing expedition of the trial at  
19 the moment?  
20 MR. HINCHLIFFE: No.  
21 MR. JUSTICE MEADE: Just map out for me where we are going on  
22 that, because with the trial we have expedition of the  
23 jurisdiction application.  
24 MR. HINCHLIFFE: I was going to do the legal principles now, which  
25 will take me five minutes, then I was going to do expedition

43. Thus, the patent owner is not only facing a contract defence in the UK. The objective of the interim-licence granted by the UK courts explicitly is to provide the implementer with a defence in other jurisdictions to avoid injunctions being granted elsewhere. This is procedural behaviour of Respondents is abusive and inappropriate for the following reasons:

44. The concept of the interim-licence is not needed so as to protect the UK proceedings at all. The UK proceedings are in the hands of the UK courts. Therefore, there is no justifiable interest of a party to the UK proceedings to be protected on UK territory against its own courts. They are the master of their proceedings. If, under UK law, a standard-essential patent is regarded as a patent devoid of injunctive relief and therefore as a different

category of patent, that is fully acceptable and solely a matter for the UK courts to decide, as long as such assessment is confined to the territory of the UK.

45. It is, however, excessive procedural tactic of Respondents and against comity and the *acquis communautaire* of the European Union and the UPC contracting member states to impose such a concept upon foreign territories by way of a relief, which solely aims at depriving Applicants of pursuing their fundamental (intellectual) property rights and seeking access to justice before a EU court. Therefore, Applicants are entitled to an Order, which protects these fundamental rights.
46. Contrary to Respondents' statements, the interim-licence as developed in the jurisprudence of the UK courts – it is referred to the Order of 30 October 2025, which sets out the case law in detail, to avoid repetition – and used by Respondents does have and is intended to have a deterrent effect on SEP owners to pursue their patent rights before the UPC. The interim-licence is not – as submitted by Respondents – limited to being able to raise the interim-licence as a contract defence against an infringement action. By forcing the patent owner to accept the terms of the interim-licence vis-a-vis any pending infringement action before the UPC, the patent owner is not only facing a contract defence in the UK proceeding, where it is not needed anyway. The objective of the interim-licence explicitly is to provide the implementer with a contract defence in other jurisdictions, even though the interim-licence is not a full contract. The UK courts only set an interim-licence rate to be paid at the rate half-way between the implementer's and the patent owner's last offer without any detailed determination of the factual and legal situation (see expert opinion of Respondents by Sir Christopher Floyd in Exhibit HRM 11 at para. 45, further see as one example UK CoA Panasonic vs. Xiaomi [2024] EWCA Civ 1143 at para. 100: "Secondly, the sum payable by way of royalty in respect of that period should be midway between (i) the sum offered by Xiaomi for that period and (ii) the proportion of the sum demanded by Panasonic [...]"). Therefore, the interim-licence is considered to serve as a contract defence in foreign courts, even though the essential elements of such "contract" remain completely in the open. Rather, the licence rate is subject to changes in the course of the final rate setting and even a further proceeding upon appeal.
47. Against the background of the present dispute, offering such a „contract“ defense is even less arguable, since the defense would not only relate to patents owned by the Applicants,

which undisputedly are SEPs, but it would also encompass patents, which undisputedly are non-standard-essential patents. Respondents are not able to convincingly argue, why the interim-licence should also encompass such non-SEPs. As far as counsel of Respondents pointed to the non-SEPs being *de facto essential* patents, Respondents did not develop any argument, why the framework as discussed for SEPs under the caselaw of the ECJ should be equally applicable to non-SEPs, let alone why the ITU-T declaration invoked before the UK courts would encompass such *de facto essential* patents.

48. Such application appears difficult to argue, even if the Panel in lieu of Respondents tried to make such a legal argument: The whole reasoning of the ECJ in *Huawei vs ZTE* (judgement of 16 July 2025 – C-170/13) is based on the specific situation of a technical environment, for which standards were set through SSOs to which companies make their contributions, which later are protected as a standard-essential patent. Why this reasoning should be equally true for a non-standard-essential patent, which is as powerful as it is as an IP right, because the invention protected by it was so good, that it became a generally accepted solution to the specific technical problem, instead of being a patent, which is powerful, because its solution was implemented into an industry standard is far from self-explanatory and not settled case law.
49. Against this background, it appears not to be defensible to set a provisional rate, encompassing all patents, be they SEPs or non-SEPs, not examine the offer and counter-offer and find that a patent owner still is obliged to accept the preliminary amount set half-way. All this, according to the UK case law is to be accepted by the patent owner to appear reasonable in the eyes of the UK courts, even though that amount is commercially of no use, since it is only received on a preliminary basis, so that it cannot be used as assets to be re-invested or to do any other commercially useful business. In the view of the Panel, it is not in line with the applicable EU law, especially the case law of the ECJ in *Huawei/ZTE*, that this is what a reasonable patent owner will have to accept in order to be a willing licensor. Again, the UK courts have any liberty to decide differently for the UK territory.
50. If this – what Respondents describe as an unavoidable „spill-over effect“ resulting from Applicants’ contractual obligations – was accepted, the interim-licence would put an undue burden upon Applicants to defend against such „contractual“ defence in the foreign forum. Not only would the Applicants be forced to invest considerable sums for their legal advisors

before the UPC and in the UK to fend off the argument for no justifiable reason, but they would additionally see themselves forced to submit to such interim-licence for reasons of compliance as they will not want to draw a picture before any court to be a company, which does not comply with court orders and decisions but negates them.

51. Even if the Applicants would be prepared to take that risk, they are still put in a position, where they would have to defend themselves against an argument, which is null and void as it runs counter to the *ordre public* of the EU and the UPC contracting member states. There is no justifiable reason, why this should be accepted. It is not for any court of one territory to protect a certain interest group against another interest group, when these interests collide on a different territory than the own territory. What Respondents call a „spill-over effect“ is actually a far-reaching intrusion into the legal order of a different territory, which violates comity. An interim-licence aims at imposing an undue burden upon patent owners to enforce their patent rights regarding non-UK territory. In particular, not respecting such an interim-licence with regard to non-UK territory would not be a reasonable option for a patent owner, as it would amount to not being compliant to court orders and giving the impression of doing wrong, even though such a court order is not recognizable and enforceable at least in the European Union for the reasons detailed infra. Even a mere declaratory relief, that patent owners are obliged to grant an interim-licence or are to be considered as unwilling patent owners violating their supposed obligations, if they do not grant an interim licence, has the same unacceptable effects. It is a fundamental principle of international civil procedure, that decisions of a court of one country, in the absence of any bilateral or multilateral international treaties, are only enforceable in another country, after such decision has been recognized and found enforceable by the courts of the territory concerned. This is also true for scenarios, where the parties voluntarily excluded state courts by submitting to arbitration, as arbitral awards also have to be recognised and declared enforceable by a state court so as to guarantee that the fundamental principles of law of that country, which are part of its *ordre public*, are respected (see Art. 5 Convention on the Recognition and Enforcement of Foreign Arbitral Awards of 1958 – New York Convention).

## UK interim-licence violates EU ordre public

52. As detailed hereinafter, the concept of an interim-licence granted by a non-EU court violates the *ordre public* of the European Union and the UPC contracting member states:
53. It is settled case law of the European Court of Justice, that the fundamental rights of the EU as enshrined in the EU Charter of fundamental rights (ECJ, judgement of 4 October 2024 – C-633/22 – Real Madrid Club de Fútbol) as well as the EU antitrust law (ECJ C-126/97 – eco swiss, ECJ C-124/21 para 192/193 International Skating Union and ECJ C-600/23 Royal Football Club Seraing vs FIFA para 88) are part of the *ordre public* of the EU.
54. A measure with the effects as described, imposed upon a patent proprietor would not only violate its fundamental property rights as protected by Art. 17(2) and 47(1) of the EU Charter, but also the basic principles of EU antitrust law as encompassed by Art 101, 102 TFEU.
55. Furthermore, such measure appears to be in conflict with the TRIPS agreement as described in the Request for Consultations WT/DS632/1 of 22 January 2025 by the EU Permanent Mission to the WTO. It reasons that a measure setting, without the consent of both parties, conditions for worldwide licences for SEPs to curtail the ability of SEP owners to enforce their rights and to ensure the respect of obligations with respect to foreign SEPs in the courts of the jurisdictions, where the foreign patents were granted, and curtailing the ability of the courts of these jurisdictions to adjudicate actions relating to those patents in the respective jurisdictions, as being in breach of the TRIPS agreement.
56. A further violation of the TRIPS agreement, which equally raises fundamental concerns, was identified by the EU authorities where the courts of a state grant anti-suit relief in order to hinder parties pursuing their intellectual property rights in other jurisdictions as this could result in forcing the SEP owner to accept global infra-FRAND rates (WT/DS611/1 and WT/DS611/ARB25 of 21 July 2025).
57. If this a reason for concern in scenarios, where undisputedly only SEPs are affected, the concern is all the higher, where such measure also encompasses non-SEPs.

58. An additional concern follows from the fact, that the interim-licence is available to any implementer in the UK irrespective of its past behaviour (see UK CoA Samsung vs ZTE [2025 EWCA Civ 1383 at para.4: „An implementer which has undertaken to the Patents Court to take a licence on the terms determined by the Patents Court to be FRAND (subject to adjustment on appeal) is by definition a willing licensee. [...] The implementer therefore cannot be accused of holding out even if it had previously been holding out. “).
59. According to that case law, every implementer, who has given an undertaking to UK courts to have them determine a (F)RAND rate, is considered to be a willing licensee and entitled to an interim-licence, no matter how the implementer behaved in the past and for how long he deprived the SEP owner of a licence fee.
60. As the case law cited in the Panel’s Order of 30 September 2025 and the Orders, approved judgements and transcripts of the hearings before the UK High court show beyond any reasonable doubt, the sole motivation of any party applying for an UK interim-licence is to ensure that no other court, including the UPC, may grant an injunction before the UK court sets the final rate. The justification of Respondents is that such injunction would force them to accept supra-FRAND terms. This assumption is, however, incorrect and misrepresenting the case law of the UPC. It was clearly developed in the Panasonic vs Oppo decision of the Local Division Mannheim (decision of 22 November 2024 UPC\_CFI\_210/2023 at paras 198 et seqq.), and accepted later by the LD Munich in Huawei vs Netgear (UPC\_CFI\_9/2023, p. 132 et seqq.), that the offer of the SEP owner – as far as it relates to SEPs – is examined and that a SEP owner will not be granted an injunction, if his offer was not complying with FRAND-requirements. Therefore, there is no risk, that an injunction is granted, if the offer of the SEP holder is excessive. If that risk is absent, the court will either only determine damages or – upon application – set a licence rate in the proceeding. As such a rate will be a global rate, as generally accepted by business parties, it will have to be accepted that any different court, which finds itself to be competent, may set different rates. It is not for a court of another jurisdiction to decide, whether or not a patent can serve as a basis for injunctive relief or not. It is clearly stated in the ECJs judgement Huawei vs ZTE (cited supra) as developed in the Order of 30 September 2025, that also SEPs can serve as a basis for an injunction and are not deprived of such legal effect. Again, the courts of the UK may reason otherwise with effect limited to their territory.

61. It is to be noted, that the argument developed by LJ Birss at para. 84 of his opinion in the case *Samsung vs ZTE* ([2025] EWCA Civ 1383), that the concept of the UK interim-licence was already inherent in the ECJ's decision in *Huawei vs ZTE* cannot be supported. A security as discussed in the ECJ's judgement and a coerced one-sided up-front payment aiming to block a patent owner from pursuing its property rights in a competent foreign court cannot be equated.

62. Respondents can also not be followed with the line of arguments, which they call the contractual approach:

63. It is their own expert, Sir Christopher Floyd, retired UK CoA judge, who – in contradiction to Respondents – accepts at para. 31 (Exhibit HRM 11) that it is:

„incorrect to regard the identification of the correct legal framework for determining the (F)RAND issue as a binary choice between competition law and contract law. It is competition law which underlies the requirement imposed by standard-setting organisations to require the (F)RAND commitment. It provides relevant context for interpretation of the commitment.“

64. This view is in line with this court's reasoning. The declaration made by a SEP owner cannot be taken out of the context of antitrust law, which requires the SEP owner (in the EU according to Art. 101 TFEU) to make a (F)RAND declaration.

65. That the context of the contractual declaration also is relevant under the applicable Swiss law is again accepted by Respondents own expert on Swiss law at paras. 61 et seqq. Of his expert opinion (Exhibit HRM 05 – JDW-2). Moreover, there is no indication that Swiss law provides for an interim-licence, an instrument that, as discussed supra, is exclusively developed for blocking non-UK patent infringement proceedings, in which a licence defence based on anti-trust and Swiss contractual law, if raised, will be assessed anyway.

66. For these grounds, any interim-licence set by a UK court according to the developed case law so far upon motion of a party is counter to *ordre public* and thus not enforceable in the UPC contracting member states.

67. For the reasons set out supra, the Appellants still have a legitimate interest in the Order as granted so as to protect their fundamental rights.

#### Effects of the Final rate setting in UK

68. The same considerations are equally valid for the Order insofar as it extends in item I. to the measures described therein. The order, as of the date of its issuance, protects the Applicants against any equivalent measure irrespective of its denomination, which encroaches upon the fundamental rights described.

69. The scope of this order must have been clear beyond any reasonable doubt as the Order not only extends in its item I. to „andere gleichwertige gerichtliche oder behördliche Maßnahme“.

70. Moreover, para. 56 of the grounds of the Order of 30 September 2025 reads:

Der Antragsfassung stehen auch insoweit kein Bedenken entgegen, als sie sich auf gleichwertige gerichtliche oder behördliche Maßnahme erstreckt, da es insoweit nicht auf die formelle Bezeichnung der gerichtlichen oder behördlichen Anordnung als „Anti-suit-injunction“ oder „Interim Licence“ ankommt, sondern darauf, ob sie dieselbe rechtstatsächliche Wirkung hat, mag die Anordnung auch unter einer anderen Bezeichnung stehen oder in anderer prozessualer Einkleidung getroffen sein.

and thus further explains the scope of item I.

71. Respondents, still, remain free to pursue the Final relief as described in Annex A of the UK High Court’s order, be it in an expedited procedure or not, given that, unlike an interim licence, the final relief will be based on in depth-scrutiny of what is (F)RAND. However, this only applies but only insofar as the effects of the Final relief are limited to the territory of

the UK in the sense that no negative consequences whatsoever arise for Applicants, if they choose not to accept the outcome and enforce their European patents in relation to UPCA contracting member states and argue that the outcome is not binding upon them with regard to the territories of the UPCA contracting member states.

72. The Court recognizes the modification of the initial UK High Court order. However, the carve-out only refers to any consequences arising from that order. It does not deal with the consequences of the Final relief sought. This concern was discussed in the hearing before the Panel but Respondents nonetheless failed to clarify the scope of their application in the further course of the UK proceedings, even though the UK judge may have been more than prepared to do so.

73. Moreover, the sealed UK High Court order, also in its modified form, does not clarify this point, neither is this point clarified by the approved judgement of 2 December 2025. The clear wording of the modified order relates, in its item 5., to „the injunction in paragraph 4“. The injunction, however, is the UK AASI, not the Final rate-setting.

74. Additionally, both parties disagreed on the effects of the approved judgement upon the sealed order. Whereas Respondent submitted the sealed High Court Order would have to be construed by any judge in the light of the approved judgement, i.e. it was binding also upon another UK High court judge, who might deal with an application to find Applicants in contempt of court and in breach of the order, Applicants argued that the judgement could only be taken into consideration but was not binding to the extent described by Respondents. In this context, it has to be underlined, that the approved judgement and the Order are carefully drafted and express themselves in considerable detail and define the Final relief to be protected in a very precise and elaborate way. Therefore, it is in stark contrast, that both, the order and the approved judgment remain silent on the effects of the Final rate setting decision upon the Applicant's right before foreign courts. They only refer to possible effects of the Order itself, which is to protect the process of the final rate setting. They do not clarify, what the result of the final rate setting will be once the proceeding is concluded and results in a final and binding decision.

75. The Final relief of Annex A itself details under item (6) that the Applicants may be found to be in breach of the Final relief and liable to pay damages, if they refuse to declare or offer

the licence contract as determined by the UK court. It remains open, if it is considered a breach in that sense, in case the UK courts determine, that the Final licence contract has to include a jurisdiction clause, as suggested in the arguments of the UK High Court judge (see supra ta para. 25), which may then serve as a basis to grant a classical ASI as accepted by the UK courts standing case law (see UK Court of Appeal [2025] EWCA Civ 1383 at para. 71 per LJ Arnold and UK CoA [2024] EWCA Civ 1143 at para. 66 per LJ Arnold confirmed by LJ Philpps at para. 105; J.P. Morgan v Weerealize.com [2205] EWHC 1842 (Comm), at para. 107; SAS Institute Inc v World Programming Ltd [2020] EWCA Civ 599 at paras 90.-91., 103, 108 per Males LJ ) as well as in the approved judgement of Meade J of 20 October 2025 in this dispute (UK High Court 20 October 2025 [2025] EWHC 2708 (Pat) at para. 22) and this is not accepted by Applicants or at least argued against before a foreign court. That this situation is considered a breach is suggested by the UK High Court judge (see Exhibit HRM 8 Page 90 et seqq., declared to be a hypothetical example alone in the approved judgement of 2 December 2025, para 105):

1 suggesting we were and it is not our intention.

2 MR. JUSTICE MEADE: No threat and no intention at present.

3 MR. BLOCH: Secondly, and lest it be said that this is an  
4 expansion of that, in my submission it probably is not, but  
5 I want to clarify, we will be saying that in assessing what is  
6 a sufficient threat, one has to view it in the context or  
7 through the prism of comity, and have regard to the rights, as  
8 we would say, of each jurisdiction to assert and give access  
9 to the parties to assert the intellectual property rights  
10 within their own territories. There will, we say, be a  
11 particularly high, or there should be a particularly high  
12 standard to get over, when the effect of any order might --  
13 and that ought to be a question for clarification -- be to  
14 interfere with the conduct of proceedings in the courts of a  
15 friendly state.

16 What we believe needs clarification is the third point,  
17 and whilst I would hesitate, particularly on one's feet, to  
18 give an ex tempore account of things that require  
19 clarification, because one often confuses them further, first  
20 of all, and there is the confidential matter and the conduct  
21 related thereto, that may have gone away. I have not yet had  
22 time to take full instructions on that.

23 MR. JUSTICE MEADE: Okay.

24 MR. BLOCH: Secondly, there is the potential impact of the order  
25 on the ordinary conduct of proceedings in any other

1 jurisdiction.

2 MR. JUSTICE MEADE: Right.

3 MR. BLOCH: Thirdly ----

4 MR. JUSTICE MEADE: What does that mean?

5 MR. BLOCH: Well, in particular, it relates to the grounds on  
6 which any order that this court may ultimately grant, the  
7 enforcement of any such order might be relied upon in other  
8 jurisdictions. So if it were the case, for example, that the  
9 English court were to make an order for specific  
10 performance ----

11 MR. JUSTICE MEADE: Yes.

12 MR. BLOCH: ---- relating to, for example, German patents, and, as  
13 a matter of German law, it was open to us to argue that that  
14 is unenforceable in Germany, for whatever reason, we would  
15 wish to remain free to argue that before the German courts,  
16 and we do not believe my Lord's order would prevent us from  
17 doing so, but we want to ensure that that is the case. If it  
18 does prevent us from doing so, even if we fail on the first  
19 point, as to whether there was a sufficient threat to make it,  
20 we will seek a variation of it. However, in the first  
21 instance it may be that we can clarify it, and potentially  
22 clarify it by agreement with Amazon and then, subject to my  
23 Lord's approval, a variation of the order.

24 In the same way, we ----

25 MR. JUSTICE MEADE: (Pause) Sorry, so the scenario is Amazon are

1 successful at the end of the day, though, of course, there is  
2 a long road to travel before that happens, but they are and  
3 they get an order for specific performance as well; is this  
4 the scenario you are postulating?

5 MR. BLOCH: In the event that this court were to grant them an  
6 order for specific performance of a licence which covered  
7 German intellectual property rights ----

8 MR. JUSTICE MEADE: Yes.

9 MR. BLOCH: ---- and from a German law perspective there was a  
10 basis on which to resist enforcing that order ----

11 MR. JUSTICE MEADE: Right.

12 MR. BLOCH: ---- in other words, either to challenge the order, or  
13 any equitable licence that may be said to flow from it in, for  
14 example, infringement proceedings in Germany ----

15 MR. JUSTICE MEADE: Right.

16 MR. BLOCH: ---- we would reserve the right, or do reserve the  
17 right, to argue that the order my Lord made does not, and  
18 alternatively should not, cover it.

19 MR. JUSTICE MEADE: Okay. I think I understand what you are  
20 saying. They could get all the way to get their order and  
21 specific performance and then the question would be, "What do  
22 the German courts do now?" And you want to be able to argue  
23 that.

24 MR. BLOCH: We want to be able to argue that, in the same way that  
25 InterDigital's stance is that there should be no orders

1 granted by any courts which will preclude a party from  
2 exercising its intellectual property rights in other  
3 territories, but that is implicit in what I said before.  
4 MR. JUSTICE MEADE: There has to come a limit to that though, does  
5 there not, Mr. Bloch? If there was a written licence  
6 agreement between the parties, with an English jurisdiction  
7 clause in, and the question was "What does that cover" and an  
8 English court said "That jolly well covers German patents",  
9 that would be a licence.  
10 MR. BLOCH: The devil is in the detail, my Lord, I concede it.  
11 MR. JUSTICE MEADE: So no threat, one, but as it happens, no  
12 intention at the moment for InterDigital to seek an  
13 expanded ----  
14 MR. BLOCH: We are not rushing off to seek an expanded off.  
15 MR. JUSTICE MEADE: So if you are not rushing off. You are not  
16 going to do it?  
17 MR. BLOCH: There is certainly no threat and no intention.  
18 MR. JUSTICE MEADE: Okay, you will no doubt make that good in  
19 evidence.  
20 MR. BLOCH: Yes.  
21 MR. JUSTICE MEADE: That is a sort of symbolic one really, is it  
22 not, Mr. Bloch? No threat, it is one of those sort of  
23 disputes you get in IP and other things: "I am not  
24 threatening to do it and there is no harm in an injunction".  
25 Then, "Well, I do not want an injunction because I am not

76. Also the approved judgment remains silent on this point. It just addresses the situation in ist para. 96, that such foreign court decided prior to the UK court. It does not make clear what happens, if the UK court determined there is a licence contract first and thereafter this contract is put into question in a foreign forum.

77. This is confirmed by Exhibit page 47. Here Meade J points out:

„My order is to stop your clients interfering with these proceedings, not what happens after they have finished. So I do not actually think [...] it is important to clarify I understand. I understand why the UPC want to know, but I do not really think there is much substance in this one.“

78. It rather mentions that „deciding the parties’ contractual rights might best be done just once“.

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.

81. That the Final relief may have such severe consequences is furthermore confirmed by the Respondents own expert in case the UK courts accept that Respondents are entitled to specific performance as a matter of Swiss law, which Respondents argue in the case at hand. Sir Christopher Floyd explains at para 60 (Exhibit HRM 11):

„If Amazon's contention were to succeed, the English court would be likely to grant an order that InterDigital must grant a licence on the terms which the court has concluded (including in an interim basis) are RAND. Were InterDigital to refuse to do so, then they would be in breach of the court's order and serious consequences could follow.“

82. That the Respondents are more than prepared to make use of any relief available by any court so as to block Appellants from pursuing their IP rights in foreign jurisdictions is demonstrated not only by their direct communication with the Appellants (see Exhibits AR 15, AR 31, AR 32), but is reinforced by the fact that Respondents – even though this was extensively discussed in the oral hearing of 14 November 2025 – did not motion to clarify and modify the UK High Court Order so as to avoid any remaining doubts, that the Final relief granted by the UK courts will not bite on the Appellants right to pursue their rights in other jurisdictions. The Panel, upon suggestion of Respondents, only refrained from handing down a review order immediately after the hearing, as Respondents requested to give time to clarify the situation before the UK High Court. It was very clear that the Panel's concern did not relate to the scope of the UK High Court order, which aims to protect the FRAND-rate setting procedure, as Meade J also pointed out (see supra). The central concern was and still is, what the consequences of the Final relief, once granted, are. This must have been evident from the agreed protocol of the 14 November 2025 hearing, which

the UK High Court was furnished with by the parties (see Exhibit HRM 17 at paras. 39, 44). The point, nonetheless, was not clarified. This is confirmed by the judge himself and clear from the modified order, which explicitly says that nothing in „this order“ (i.e. the UK AASI order, not the Final relief) bars the Appellants from pursuing their actions before the UPC.

#### Urgency

83. The Order was also urgently needed, because Applicants cannot be referred to the main proceedings, which will take several months before concluding with a decision. That the UK courts are prepared to render ex-parte A(A)SIs is witnessed by the UK High Court's order of 20 October 2025, which was issued in the course of a few days. Even if granting an interim-licence would take longer, it would still come well before a decision on the merits in main proceedings before the UPC.

#### Enforcement warning

84. According to the latest Order of the UPC Court of Appeal (Order of 14 October 2025, UPC CoA 699/2025 – FUJI/Kodak), which was issued after the impugned Order, this order had to include a clear warning in accordance with the enforcement scheme developed in that decision. For the Order to be in full compliance with that case law, it had to be adapted, which is possible at any time of the enforcement stage. According to this jurisprudence, an UPC decision is not to be respected out of itself and no sanctions can follow automatically in case of disobedience like it is the case for the UK Penalty Order, but the UPC CoA held that a clear penalty order is to be included in the order or decision on the merits as this enhances legal certainty. A penalty may only be ordered, if such order finds its basis in a prior penalty order having been made. This follows from the wording of Rule 354.4 RoP. Due to the serious effects of any measure imposed on the Applicants upon application of the Respondents by the UK courts on the Applicants' patent rights, the penalties contained in the warning of the court had to be equally severe so as to guarantee compliance of the Respondents with the order. The Respondents already applied for an ASI in Brazil and applied for the UK order disregarding the clear scope of this Order. The full possible economic effects upon Applicants were clarified during the oral hearing, where Exhibit AR 27 was submitted.

85. The penalty amount that may be forfeited shall be set by the Court, considering the importance of the order in question. This amount should be sufficiently deterrent to be coercive, but also within reasonable limits for it to be an appropriate (proportionate) penalty (UPC CoA Order of 14 October 2025, UPC\_CoA\_699/2025, Headnote 4). The penalty order must also specify upon which occurrence a certain penalty sum may be forfeited, e.g. as a lump sum or (preferably) for non-compliance per specified time period, per item, per act, etc. Where appropriate, the penalty order may also set a maximum amount of penalties that may be forfeited per order or overall. This, however, does not prevent the Court from increasing such maximum amount in any further order, e.g. in enforcement proceedings for future further non-compliance, if the circumstances of the case so require (R. 354.3. RoP) (UPC CoA *ibid.* Headnote 5).

Taking into consideration that the sum in dispute of the cases EP2548372 (UPC\_CFI\_1481/2025), EP3240285 (UPC\_CFI\_1482/2025), concerning „only“ non-SEPs, already amounts to 8 Million € and 5 Million € and further taking into account the vast list of relevant EPs of Exhibit AR10 containing more than 150 relevant EPs (SEPs and non-SEPs) and further taking into consideration the amounts included in Exhibit AR 27, the penalty to be payable to the court so as to have a sufficiently deterrent effect and still to be proportionate is set to up to a maximum of 50.000.000 €. The sum has to be set an amount, which does also encompass a severe breach as – according to the UPC CoA – the Court may only deviate therefrom in favour of the defendant but may not increase the penalty contained in the warning. Therefore, so as to catch also severe breaches, the sum has to be set sufficiently high.

86. In the case of any continuation of such breach, after the initial penalty was set and such penalty order was served upon Respondents, for each further day of non-compliance the additional fee payable to the court is set to up to 500.000 € per day.

87. The court reserves the right to further increase these penalties in case of continued non-compliance and in case of penalty payments should be imposed on the Applicants by any foreign court.

### Information of EU authorities

Due to the possible effects of this dispute on EU antitrust law, taking into account Art. 1 and 20 UPCA and Art. 101, 102 TFEU , the EU Commission had to be informed of this decision according to Council Regulation (EC) 1/2003 of 16 December 2002 on the implementation of the rules on competition laid down in Articles 81 and 82 of the Treaty, Art. 6 and 15(2) (ECJ 28 February 1991 – C-234/89, – Delimitis/Henninger Bräu; ECJ 2 October 2003 – C-172/01 P, – International Power – NALOO).

For the avoidance of any doubts, it is emphasized before the background of the sealed Penalty Order of the UK High Court and the warning expressed in the course of the UK High Court hearing of 25 November 2025 (Exhibit HRM 16, p. 34 et seqq. and p. 142: “I would be very, very disappointed, if Inter Digital has got any thoughts of prompting any other court to act of its own volition. That would be very much contrary to the spirit of all that has been said, and indeed the order potentially.), that the Panel informs the EU authorities of its own volition without any further influence from Applicants as it is bound to do so under EU law.

### ORDER

- I. The impugned Order of 30 September 2025 is confirmed.
- II. Respondents application to review the Order of 30 September 2025 is rejected.
- III. The impugned Order remains in force and enforceable under the conditions of the Order of 30 September 2025.
- IV. In case any or all of the Respondents disobey this Order, a penalty of up to 50.000.000 € may be set.
- V. For each day of further non-compliance with one or more Orders mentioned under IV. of this Order, a penalty of up to 500.000 € per day may be set.
- VI. Respondents bear the costs of these proceedings.
- VII. The EU Commission is to be furnished with a copy of this Order and the Order of 30 September 2025 by the Registry of the Court.

Issued in Mannheim on 22 December 2025

## NAMES AND SIGNATURES

**Peter Michael  
Dr.  
Tochtermann** Digital unterschrieben  
von Peter Michael Dr.  
Tochtermann  
Datum: 2025.12.22  
11:46:51 +01'00'

Tochtermann

Presiding judge and judge-rapporteur

**Dirk  
Andreas  
Böttcher** Digital unterschrieben  
von Dirk Andreas  
Böttcher  
Datum: 2025.12.22  
12:36:33 +01'00'

Böttcher

Legally qualified judge

**András  
Ferenc  
Kupecz** Digital  
unterschrieben von  
András Ferenc  
Kupecz  
Datum: 2025.12.22  
15:49:54 +01'00'

Kupecz

Legally qualified judge

**ANDREAS  
MICHAEL  
Kranz** Digital unterschrieben  
von ANDREAS  
MICHAEL Kranz  
Datum: 2025.12.22  
14:08:54 +01'00'

For the Sub-Registrar:

Kranz, Clerk LD Mannheim

## Information about appeal

An appeal against the present Order may be lodged at the Court of Appeal, by any party which has been unsuccessful, in whole or in part, in its submissions, within 15 days of the date of its notification (Art. 73(1) UPCA, R. 220.1(c), 224.1(a) RoP).

**Information about enforcement** (Art. 82 UPCA, R. 158.2, 354 RoP)

The order is enforceable under the conditions set out in this Order and the Order of 30 September 2025.

**Operative part of the 30 September 2025 ex parte order**  
**English machine translation**

I. The respondents are prohibited, by way of interim measures, from initiating and/or pursuing proceedings for an anti-suit injunction and/or from applying for any other equivalent judicial or administrative measure, such as a temporary restraining order, which would effectively prevent and/or seek to prevent the applicants from pursuing or continuing patent infringement proceedings based on their European patents subject to the jurisdiction of the UPC before the UPC within the scope of the UPC Agreement, and/or enforcing any resulting judgments or measures,

II. whereby this injunction, concerning patent infringement proceedings based on European patents subject to the jurisdiction of the UPC before the UPC within the scope of the UPC Agreement, also includes in particular

1. not to apply to the UK High Court for a preliminary injunction requiring the applicants to grant the respondents an interim licence to the applicants' patents;
  2. not to apply to the UK High Court for a preliminary injunction declaring that the applicants would be in breach of RAND obligations if they did not grant the respondents an interim licence to the applicants' patents on the terms determined by the UK High Court;
  3. to withdraw any applications under points 1 and 2 or to take other procedural measures to revoke them definitively with effect for the scope of the UPCA;
  4. an immediate prohibition on continuing any interim licence proceedings with effect for the territory covered by the EPC, except for the purpose of withdrawing the application;
  5. the prohibition on prohibiting the applicants, by means of a court or administrative order aimed at prohibiting the present proceedings, from conducting patent infringement proceedings based on their patents before the competent chambers of the EPO and/or from enforcing the resulting judgments;
- whereby the above orders and prohibitions also include exerting corresponding influence on affiliated companies by making full use of the possibilities offered by group law.

III. In the event of any violation of the order under I., the respondents shall pay the court a (repeated) penalty of up to €250,000.00 for each day of the violation.

IV. The order is initially enforceable without security. However, enforceability shall cease if the applicants have not provided security in the form of a deposit or bank guarantee in the amount of €400,000 in favour of the respondents within 20 days.

V. The interim measures ordered shall be lifted or otherwise rendered ineffective at the request of the respondents, without prejudice to any claims for damages, if the applicants do not initiate proceedings on the merits before the Unified Patent Court within a period of 31 calendar days or 20 working days, whichever is longer from the date of the present order, initiate proceedings on the merits before the Unified Patent Court.

V. In all other respects, the application is dismissed.

VI. The respondents shall bear the costs of the proceedings.

VII. The value in dispute is set at €2 million.