

FILED

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OCT 09 2003

WILSON, SOINSINI,  
GOODRICH & ROSATI

MARIN COUNTY SUPERIOR COURT

State of California

P. O. BOX 4988

San Rafael, CA 94913-4988

OCT - 2 2003  
JOHN P. MONTGOMERY,  
Court Executive Officer  
MARIN COUNTY SUPERIOR COURT  
By: J. Withey, Deputy

PLAINTIFF(S):

SPATIAL CORP.

vs.

DEFENDANT(S):

AUTODESK, INC.

CASE NO. CV 016250

JUDGMENT ON VERDICT IN OPEN COURT

This cause came on regularly for trial on 9-9-03, 9-11-03, 9-16-03, 9-17-03, 9-18-03,  
9-23-03, 9-25-03, 9-30-03, 10-1-03 and 10-2-03

Paul Schwartz, Chad Nitta, Steven Sklaver appearing as counsel for the plaintiff(s), and  
Robert Feldman, Rodney Strickland, appearing for the defendant(s). A jury of  
Chris Catalano  
12 persons was duly accepted, impaneled, and sworn to try the case. Witnesses were sworn and examined.

After hearing the evidence, the arguments of counsel, and instructions of the court, the cause was submitted to the jury, and the jury retired to deliberate. The jury subsequently returned into court, and rendered the following verdict:

*See attached verdicts*

IT IS ORDERED THAT the judgment be entered accordingly.

Judgment entered on 10 / 2 / 03

I certify the attached to be a correct copy of the judgment entered in the above-entitled action.

Executed at San Rafael, California

10 / 7 / 03

JOHN P. MONTGOMERY  
Court Executive Officer

By

Deputy

FORM OF SPECIAL VERDICT – BREACH OF CONTRACT

SPECIAL VERDICT

We, the jury in the above entitled action, find the following special verdict on the questions submitted to us:

Question No. 1: Did Autodesk breach its duties under the contract with respect to dissemination of the ACIS Source Code and Confidential Documentation. Answer “yes” or “no”.

Answer: NO.

If you answer Question No. 1 “yes”, proceed to Question No. 2.

If you answer Question No. 1 “no,” skip Question No. 2 and proceed to Question No. 3.

Question No. 2: Is this breach a material breach? Answer “yes” or “no”.

Answer: \_\_\_\_\_

Please proceed to Question No. 3.

Question No. 3: Did Autodesk breach its duties under the contract with respect to the location of the ACIS Source Code and Confidential Documentation? Answer “yes” or “no”.

Answer: NO.

If you answer Question No. 3 “yes”, then answer Question No. 4.

If you answer Question No. 3 “no,” skip Question No. 4, and sign and date the form.

FILED

OCT -2 2003

JOHN P. MONTGOMERY  
Court Executive Officer  
MARIN COUNTY SUPERIOR COURT  
J. J. Willey, Deputy

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Question No. 4: Is this breach a material breach? Answer "yes" or "no".

Answer: \_\_\_\_\_

Please sign and date this form.

Dated: October 2, 2003.

Anna P. Wagner

Foreperson

STATE OF CALIFORNIA)  
COUNTY OF MARIN )

***SPATIAL CORP. VS. AUTODESK, INC.***

ACTION NO: *CV016250*

(PROOF OF SERVICE BY MAIL – 1013A, 2015.5 C.C.P.) AND FAX

I AM A CITIZEN OF THE UNITED STATES AND AN EMPLOYEE OF THE COUNTY OF MARIN; I AM OVER THE AGE OF EIGHTEEN YEARS AND NOT A PARTY TO THE WITHIN ABOVE-ENTITLED ACTION; MY BUSINESS ADDRESS IS CIVIC CENTER, HALL OF JUSTICE, SAN RAFAEL, CA 94903. ON *October 7, 2003* I SERVED THE WITHIN JUDGMENT ON VERDICT IN OPEN COURT, IN SAID ACTION TO ALL INTERESTED PARTIES, BY PLACING A TRUE COPY THEREOF ENCLOSED IN A SEALED ENVELOPE WITH POSTAGE THEREON FULLY PREPAID, IN THE UNITED STATES POST OFFICE MAIL BOX AT SAN RAFAEL, CA, ADDRESSED AS FOLLOWS:

<b><i>PAUL H. SCHWARTZ COOLEY GODWARD LLP 380 INTERLOCKEN CRESCENT # 900 BROOMFIELD, COLORADO 80021</i></b>	<b><i>ROBERT P. FELDMAN WILSON SONSINI GOODRICH &amp; ROSATI 650 PAGE MILL ROAD PALO ALTO, CA 94304-1050</i></b>
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***I CERTIFY (OR DECLARE), UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT.***

DATE: *10-7-03* *Julia Withey, Deputy Clerk*