Munich Regional Court I

Ref.: 21 O 12112/25

IN THE NAME OF THE PEOPLE

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In the legal dispute

1) **InterDigital VC Holdings, Inc.**, represented by the Executive Board, 200 Bellevue Parkway, Suite 300, Wilmington, Delaware 19809, United States of America
- Plaintiff -

2) **InterDigital Patent Holdings, Inc.**, represented by the Executive Board, 200 Bellevue Parkway, Suite 300, Wilmington, Delaware 19809, United States of America
- Plaintiff -

3) **InterDigital Madison Patent Holdings, SAS**, represented by Richard J. Brezski, 20 rue Rouget de Lisle, 92130 Issy-les-Moulineaux, France
- Plaintiff -

4) **InterDigital CE Patent Holdings, SAS**, represented by Richard J. Brezski, 20 rue Rouge de Lisle, 92130 Issy-les-Moulineaux, France
- Plaintiff -

Legal representatives 1 - 4:
Arnold & Ruess, attorneys at law, Königsallee 59a, 40215 Düsseldorf, Ref.: AR04160/25

against

1) **Amazon.com, Inc.**, represented by the Executive Board, 410 Terry Avenue North Seattle, Washington, 98109, United States of America
- Defendant -

2) **Amazon Digital UK Limited**, represented by the Executive Board, 1 Principal Place, Worship Street, London, EC2A 2FA, United Kingdom
- Defendant -

3) **Amazon Europe Core S.à.r.l. (Société à responsabilité limitée)**, represented by the Executive Board, 38 Avenue John F. Kennedy, L-1855, Luxembourg
- Defendant -

4) **Amazon EU S.à.r.l. (limited liability company)**, represented by the Executive Board, 38 Avenue John F. Kennedy, L-1855, Luxembourg
- Defendant -

5) **Amazon Technologies, Inc.**, represented by the Board of Directors, 410 Terry Avenue North Seattle, Washington, 98109, United States of America
- Defendant -

Legal representatives for 1 - 5:
Lawyers **HOYNG ROKH MONEGIER**, partnership, Steinstraße 20, 40212 Düsseldorf, Ref.: S12524-25-01- KH/KNK/SK/ML/NiS/AMW

Regarding anti-interim license injunction (AILI) with effect for the territory of the Federal Republic of Germany

the Munich I Regional Court - 21st Civil Chamber - through the presiding judge at the Regional Court, Dr. Werner, the judge at the Regional Court, Dr. Benz, and the judge at the Regional Court, Obermeier, based on the oral hearing on November 26, 2025, issues the following

final judgment

1. The objection of the defendants dated November 3, 2025, against the preliminary injunction dated September 26, 2025, in the form of the order dated October 1, 2025, is rejected.

2. The preliminary injunction of September 26, 2025, as clarified on October 1, 2025, is confirmed.

3. The defendants shall bear the further costs of the legal dispute.

4. The judgment is provisionally enforceable.

Facts

The parties are in dispute in opposition proceedings concerning the revocation of an anti-interim licence injunction (AILI) issued by the Chamber on September 26, 2025, as clarified on October 1, 2025.

[redacted]

[redacted] Instead, on August 29, 2025, they initiated proceedings before the UK High Court. In addition to the request for a declaration that certain (four) contested patents are invalid, the subject matter of the proceedings includes the defendants' announcement that they also seek a declaration that the defendants have a claim against the plaintiffs for a RAND ("reasonable and non-discriminatory") license for the "challenged patents" (including an "adjustable license"). In addition, the defendants are seeking an order for "Specific performance" to ensure that the plaintiffs offer the defendants a license fee to be determined by the court. For details, please refer to Exhibit AR04.

On September 1, 2025, the plaintiffs learned of the lawsuit that had been filed. [redacted] On the same day, the group of companies of the defendants filed a lawsuit in São Paulo (Brazil) seeking a declaration that 18 patents from the plaintiffs' video portfolio were non-essential and applied for an anti-suit injunction for Brazil (see Exhibit AR07).

[redacted]

Following the preliminary injunction issued here, the defendants requested an acceleration of the British court proceedings, which was granted on October 31, 2025 (see Exhibit AR017). In addition, on October 16, 2025, they applied for an anti-anti-suit injunction against the preliminary injunction issued here, which was granted on October 20, 2025 (see Exhibit HRM 6).

The plaintiffs argue that there is an imminent risk that the defendants will apply to the UK High Court for an "interim license," which could be enforced by court order as part of "specific performance." Under British law, a violation of such an order could not only be punished with fines or imprisonment of members of the plaintiff's board of directors, but there was also a concrete risk that the British court would replace the plaintiffs' declaration of intent to conclude an interim licence.

The plaintiffs essentially argue that the application for an interim license effectively leads to a prohibition on litigation in Germany, so that the case law on anti-anti-suit injunctions permissible in individual cases is transferable to the present case. In this regard, it is irrelevant whether there is a concrete risk of "specific performance" and the resulting judicial coercion or whether an "interim license" is "only" granted in the context of a declaratory judgment. This is because the plaintiffs cannot be expected to ignore a court decision of the High Court, especially since this could have a negative effect on a rate to be set in the main proceedings and could also tempt other market participants to initiate rate-setting proceedings in the United Kingdom as well. In the present case, the interference with the plaintiffs' property rights was particularly serious, as a significant part of the video portfolio at issue consisted of non-standard essential patents. There is a risk of impending infringement because the specific risk of unlawful infringement of the plaintiff's patents can be seen in the fact that the defendant has already threatened to file a corresponding application.

The Chamber granted the plaintiffs' application of September 24, 2025, for a preliminary injunction by order of September 26, 2025 (p. 30/38 of the file) and, on October 1, 2025, clarified the operative part as follows (p. 54/58 of the file):

> The defendants are, by threat of a fine of up to €250,000.00 or imprisonment of up to six months for each case of violation – imprisonment also in the event that the fine cannot be collected – the imprisonment or imprisonment in lieu of a fine to be enforced on an authorized representative of the respective defendant.
>
> **prohibited from**
>
> 1. appling to the UK High Court for a provisional order requiring the plaintiffs to grant the defendants an "interim license" for the plaintiffs' patents that have been granted and validated for the territory of the Federal Republic of Germany, insofar as this prevents and/or is intended to prevent the plaintiffs from bringing or continuing patent infringement proceedings before national courts in the Federal Republic of Germany and/or enforcing any resulting judgments or measures;
>
> 2. applying to the UK High Court for a preliminary injunction, declaring that the plaintiffs would be in breach of RAND obligations if they did not grant the defendants an "interim license" to the plaintiffs' patents on the terms set by the UK High Court, which are granted and validated for the territory of the Federal Republic of Germany, insofar as this prevents and/or is intended to prevent the plaintiffs from bringing or continuing patent infringement proceedings before national courts in the Federal Republic of Germany and/or from enforcing any resulting judgments or measures;
>
> 3. not withdrawing any applications under paragraphs 1 and 2 within 24 hours of service of this injunction order or not taking any other procedural measures to revoke them definitively with effect for the Federal Republic of Germany;
>
> 4. continuing any interim license proceedings with effect for the Federal Republic of Germany, except for the purpose of withdrawing the application;

5. indirectly prohibiting the plaintiffs, by means of a court or administrative order aimed at prohibiting the present proceedings, from conducting patent infringement proceedings based on their patents in the Federal Republic of Germany and/or from enforcing any resulting judgments;

whereby the above prohibitions also include exerting a corresponding influence on affiliated companies by making full use of the possibilities offered by corporate law.

In a written submission dated November 3, 2025 (p. 88/167 of the file), the defendants lodged an appeal against the Chamber's decision of September 26, 2025.

The defendants request

that the preliminary injunction issued by the Regional Court of Munich on September 26, 2025, in the form of the decision of October 1, 2025, Ref. 21 O 12112/25, be set aside.

The plaintiffs request

1. that the defendants' objection of November 3, 2025, against the preliminary injunction of September 26, 2025, in the form of the decision of October 1, 2025, Ref. 21 O 12112/25, be dismissed.
2. the preliminary injunction of September 26 in the form of the decision of October 1, 2025, Ref. 21 O 12112/25, be confirmed.

The defendants argue that it is unlikely that the British court could replace the consent of the plaintiffs in the event of an interim license being granted. However, a violation of an order for "specific performance" under British law could be considered contempt of court and punished with a fine, imprisonment, or confiscation of assets.

The defendants are of the opinion that the preliminary injunction ordered constitutes an inadmissible anti-suit injunction because it prevents the defendants from enforcing their contractual claim before British courts. Under Swiss law, the plaintiffs had undertaken to grant third parties a license on (F)RAND terms to the telecommunications standardization sector of the International Telecommunication Union (ITU-T). This contract alone is the subject of the

British legal dispute and not the prohibition of the plaintiffs' patent rights before foreign courts. In contrast, the present proceedings are solely aimed at preventing the defendants from enforcing their contractual claim before British courts, which is not permissible under German law. Contractual claims for the granting of a license under RAND conditions and antitrust claims for abuse of a dominant market position against the owner of standard-essential patents are independent of each other. In addition, there is no risk of imminent infringement because the defendants have not yet applied for an interim license.

Reference is also made to the mutual pleadings and the exhibits submitted, as well as to the content of the minutes of the hearing on November 26, 2025.

Reasons for the decision

The admissible objection is to be rejected because the conditions for the issuance of the preliminary injunction continue to be met.

A.

The objection lodged by the defendants on November 3, 2025, is admissible pursuant to Section 924 of the German Code of Civil Procedure (ZPO). Pursuant to Section 937 ZPO in conjunction with Section 143 of the German Patent Act (PatG), Section 32 ZPO, and Section 38 No. 1 of the Bavarian Code of Civil Procedure (BayGZVJu), the Munich I Regional Court has local and subject-matter jurisdiction.

B.

The application for a preliminary injunction is admissible. There is no lack of legal interest. Contrary to the defendants' assumption, the preliminary injunction in this case is not an anti-suit injunction that is inadmissible from the outset.

I. According to the established case law of the Federal Court of Justice (including BGH NJW 2020, 399, para. 30), an application for an injunction against litigation before foreign courts would be inadmissible. The reason for this is the incompatibility of such an application with the Brussels Ia Regulation

and the Brussels I Regulation (see ECJ EuZW 2004, 468 – Turner v. Grovit). Under German law, the relevant examination is generally carried out from the perspective of legal interest (see Zigann/Werner in: Cepl/Voß, Prozesskommentar Gewerblicher Rechtsschutz und Urheberrecht [Commentary on Industrial Property Rights and Copyright Law], 3rd edition 2022, Section 253 marginal number 31; Higher Regional Court of Düsseldorf GRUR 2022, 318 marginal no. 9 – Foreign prohibition on litigation; Kühnen, Handbook of Patent Infringement, 17th edition 2025, Chapter E, para. 345).

According to the case law of the Munich Higher Regional Court, it is recognized that an application or action directed against an anti-suit injunction (ASI) that has been applied for or is threatened to be applied for in a non-EU country does not per se lack a legal interest (Munich Higher Regional Court GRUR 2020, 379 – Anti-Suit Injunction). This is because the foreign proceedings, which are intended to impose such a prohibition on litigation (which is inadmissible under German law), lack procedural privilege. This is based on the right of self-defense, so that the foreign proceedings that led to the issuance of the ASI do not normally preclude a domestic application for the issuance of a countermeasure (known as an anti-anti-suit injunction, AASI) under any circumstances (cf. Zigann/Werner in: Cepl/ Voß, loc. cit., § 253 marginal no. 31).

II. According to these standards, the threatened application for an "interim license" lacks procedural privilege.

1. If an interim license exists, the plaintiffs cannot successfully enforce their patent rights in Germany against the defendants for the duration of the interim license. The licensee of an interim license is generally entitled to a right of use—albeit only provisional—to the contractual property rights. They can invoke this right of use against patent infringement claims, so that their actions are generally not unlawful and the claims would have to be dismissed as unfounded (see C.I.2.c)).

An "interim licence" imposed directly by a court (by order) or indirectly (by establishing its conditions combined with judicial and/or factual pressure to offer it) is a legal concept that is foreign to German law. Its existence is also not sufficiently demonstrated under Swiss law and/or under the ITU-T conditions (see C.I.4.b)aa) below), but is rather a peculiarity of British law in Europe with the described far-reaching procedural and substantive legal consequences for German patent infringement proceedings and German patent rights that extend beyond the scope of British law. Apart from that, the jurisdiction of British courts for the provisional determination of license terms appears to be

not unproblematic because, in extreme cases, a single UK patent could establish the jurisdiction of British courts to decide on the provisional licensing of a global patent portfolio, thereby preempting other legal systems that may be more relevant to the subject matter and/or persons involved.

Therefore, there is no compelling reason to privilege the British proceedings and deny the legal interest without examining the merits of the case. Instead, the general purpose of the need for a legal interest remains to prevent an examination of the merits of the asserted claim only in those legal disputes in which judicial legal protection is clearly not required (cf. Zigann/Werner, loc. cit., § 253 marginal no. 31). In view of the specific circumstances of the individual case and the interests involved, there are reasons here not to deny the plaintiffs legal protection at the level of admissibility, but to make it dependent on the merits of the asserted claim.

2. The interim injunction issued does not constitute a prohibition on bringing proceedings before the UK High Court. It does not in any way prohibit the defendants from applying for an "interim licence" there.

The prohibition here relates solely to obtaining an "interim licence" for patents granted and validated in the territory of the Federal Republic of Germany. UK patents in particular are not affected by this. In this respect, the defendants are free to seek an "interim licence" before the UK High Court. Insofar as the defendants argue that a license offer under RAND conditions always requires a global license, so that a determination limited to a specific legal system cannot be regarded as RAND, this does not apply to an "interim license." The legal concept of an "interim license" is by no means a global phenomenon and is not recognized internationally without restriction. An extension to a worldwide patent portfolio is therefore not mandatory in any case.

C.

The application for a preliminary injunction is well-founded. The plaintiffs have substantiated both their claim for an injunction and the grounds for the injunction.

I. The claim for an injunction has been substantiated. The plaintiffs have substantiated the risk of imminent unlawful infringement of their property-like legal positions

resulting from their European patents granted and validated for them for the territory of the Federal Republic of Germany. They are entitled to a right of defense under Sections 1004, 823 (1) of the German Civil Code (BGB).

1. The plaintiffs' property rights in the form of patents granted and validated for the territory of the Federal Republic of Germany constitute absolute rights within the meaning of Section 823 (1) in conjunction with Section 1004 (1) sentence 1 BGB (see OLG Munich GRUR 2020, 379, para. 55 – Anti-Suit Injunction). Intellectual property rights are also covered by the guarantee of property rights under Article 14 of the German Basic Law (see Dürig/Herzog/Scholz/Papier/Shirvani GG Art. 14 para. 319). If the effective enforcement of existing property rights is affected, the scope of protection of the right of defense derived from the protection of fundamental rights pursuant to Sections 1004 (1) sentence 1, 823 (1) BGB is affected (BeckOK GG/Axer GG Art. 14 marginal no. 17). This is in line with established case law on the admissibility of so-called anti-anti-suit injunctions (Munich Higher Regional Court GRUR 2020, 379 – Anti-Suit Injunction; LG Munich I GRUR-RS 2021, 17662 – Smartphone; OLG Düsseldorf GRUR 2022, 318 – Foreign prohibition on litigation).

2. The Chamber considers that the infringement – which is imminent due to the risk of impending infringement – consists in a restriction of the plaintiffs' property rights resulting from the "interim license" due to the imminent provisional granting of a right of use (see above under B.II.). This interference is not offset by other circumstances.

a) The provisional granting of a right of use constitutes an infringement of the plaintiffs' property rights in its own right.

It is true that standard essential patents are per se subject to contractual and/or antitrust obligations with regard to the granting of a license on FRAND terms. However, the actual (bilateral) granting of a temporary right of use constitutes a separate infringement of a new quality and thus represents a turning point. This is because, when a license is granted, the patent user obtains a right to use the patent and can assert this right against the patent owner or its legal successor.

b) Unlike in the case of an anti-suit injunction, where the patent holder is prohibited from having patent infringements reviewed by the ordinary courts in Germany, the granting of an "interim license" does not sanction access to the ordinary courts by a foreign court; this does not alter the fact that the right of use resulting from the "interim licence" would effectively prevent the plaintiffs from asserting their patent rights in Germany.

c) It can be left open whether, in the context of German infringement proceedings, a German court can assess the legal validity of an "interim license" with regard to the so-called *ordre*

public reservation. This is because the infringement of the patent holder's rights derived from the guarantee of ownership lies in the objective existence of the right of use, even if it is limited in time. The granting of such an "interim license" by the UK High Court would effectively prevent the plaintiffs from fully and successfully asserting the rights arising from certain patents before German courts for a considerable period of time. This applies regardless of the fact that the plaintiffs must be given the opportunity before the German courts to challenge the validity of such a license agreement with the ordre public reservation. Whether this challenge is ultimately successful is then a matter for the court hearing the case to consider on a case-by-case basis.

d) It is also irrelevant in this context that the plaintiffs would in return receive a provisional license fee set by the UK High Court or deemed reasonable. This does not compensate for the infringement.

aa) A license fee can only compensate for the waiver of defensive rights if the right of use granted is itself based on a mutual voluntary agreement between the parties. The interference with the property-like rights of the plaintiffs cannot therefore be eliminated by awarding the licensees a license fee provisionally set by a third party. The only exception to this would be if the plaintiffs had voluntarily agreed to the amount of the license fee being determined by a third party. This approach is in line with the "negotiation solution" developed by the Court of Justice of the European Union and the Federal Court of Justice (see below under I.4b)cc) and I.4.b)dd)). If both parties agree to the determination of a license fee by an objective third party, for example in arbitration proceedings, any infringement of property-like rights would be precluded by the consent of the plaintiffs. However, this is not the case here because the plaintiffs oppose a corresponding determination of the license fee by the UK High Court.

bb) Irrespective of this, the "interim license" to be determined by the UK High Court is, by its nature, only provisional. Whether the fee set in the context of an "interim license" can be reclaimed in whole or in part retrospectively depends, in the Chamber's view, largely on the outcome of the main proceedings before the UK High Court. There is therefore no guarantee for the plaintiffs that they will be able to retain the license fee set for the temporary right of use on a permanent basis.

In this context, it is irrelevant whether the defendants have offered a [redacted] out of court (Exhibit AR06). The only decisive factor is which claims are asserted in court. Therefore, out-of-court offers made to avoid legal proceedings are irrelevant as long as they are not brought before the court and pursued in court. An out-of-court offer of a [redacted] does not therefore automatically eliminate the infringement of the plaintiffs' property-like rights.

3. The threatened interference with the plaintiffs' property rights is objectively attributable to the defendants and also falls within the protective purpose of the norm.

This applies regardless of whether the UK High Court, in the context of the enforcement of specific performance (under a) or would induce the plaintiffs to accept the interim licence (under b) or would determine that the plaintiffs are obliged to accept the interim licence on (F)RAND grounds (under c).

a) If the UK High Court has the legal power to replace the (lack of) consent (of the plaintiffs) to the "interim license," the infringement of the property rights affected here is attributable to the defendants.

The plaintiffs have substantiated this claim by means of an affidavit from a solicitor admitted to practice in England and Wales, who referred to the legal possibility provided for in Section 39 of the Senior Courts Act 1981 (see Exhibit AR11). Under this provision, the UK High Court may, at its discretion, order the performance of a contract if the convicted person refuses to comply with the court order. The defendants have objected to this in writing and have submitted a statement from a former judge of the UK Court of Appeal, according to which only "serious consequences" would be considered if the plaintiffs refused to accept the "interim license" set by the court (see Exhibit HRM 8; see also b) below). The defendants, on the other hand, consider it unlikely that the plaintiffs' contractual declaration could be replaced by the court.

The difficulty in the present case lies in the fact that the legal concept of "specific performance" has not yet been the subject of a decision of

British courts, so that at present only speculation is possible as to the type of measures that the British court might choose. However, if—as the plaintiffs argue—the plaintiffs' contractual declaration can in fact be replaced by way of enforcement, the plaintiffs would have no freedom of choice whatsoever. In this case, the application for an interim license would already constitute an infringement of the plaintiffs' national German patent rights. In this case, there would be no doubt that the infringement (= the defendant's application to the UK High Court) and the result of the infringement (= restriction of the rights of defense due to existing rights of use) were attributable to each other.

b) The Chamber also recognizes the attribution of the infringement result to the infringement act if the UK High Court were to enforce the conclusion of an interim agreement by means of severe coercive measures, in particular fines and coercive detention.

In this case, unlike before, the plaintiffs have (at least theoretical) freedom of choice to accept the coercive measures imposed on them in favor of their foreign, in particular German, patent rights. However, this is not a "genuine" freedom of choice in the form of sovereign personal responsibility, which would negate the causal link. If severe coercive measures are ordered by a court, the actor cannot claim that the injured party decided to accept them on its own responsibility. It is precisely the nature of state enforcement measures that they are aimed at enforcing orders that would otherwise not be voluntarily accepted.

The Chamber has no doubt that the enforcement measures that could be imposed by the High Court could be so severe that the plaintiffs' freedom of decision would effectively be reduced to zero. The defendants themselves also expressly consider "serious consequences" in the form of fines, imprisonment, or the confiscation of assets to be likely (written statement of November 3, 2024, para. 107 et seq.). Furthermore, it can be assumed that the plaintiffs would also be obliged to comply with court orders from a compliance perspective. In this case, too, the defendants would be the attributable cause of the plaintiffs having to accept an "interim licence" ordered by the British court (against their will) as a result of the application to the UK High Court.

c) The defendants would also be responsible for the infringement of the plaintiffs' national German patent rights if the UK High Court merely determined that the plaintiffs were obliged to accept the "interim licence".

aa) The Chamber fully recognizes that, in this case, the plaintiffs at least appear to have a choice: they can decide to ignore the British court decision. However, this would entail the risk that such a refusal could have a negative impact on the main decision of the British courts, because they would then be classified as an "unwilling licensor" and would lose the case as a result. Alternatively, they can accept the agreement proposed by the court and thereby effectively waive the assertion of worldwide patent infringement claims.

bb) In accordance with general tort law principles, it depends on whether a possible causal link is negated due to self-inflicted damage or continues to exist due to a "challenge" by the injuring party (Grüneberg/Grüneberg, Vorb v § 249 Rn. 41 ff., BeckOK BGB/Förster BGB § 823 margin note 259 et seq., MüKoBGB/Wagner BGB § 823 margin note 563-569). According to case law, the adequate causal connection only ceases to apply if the injured party intervenes in the course of events in an unusual and inappropriate manner and triggers a further cause that ultimately brings about the damage. However, according to case law, this is not the case if there was a justifiable reason for the injured party's action or if it was provoked by the event giving rise to liability and constitutes a not unusual reaction to the event (BGH NJW 1995, 449). Furthermore, attribution only ceases to apply in exceptional cases, namely when the injured party causes the injury themselves through pure unreasonableness.

In the context of imputability, the primary question is therefore whether the plaintiffs would be acting unreasonably in an unforeseeable manner if they were to accept the interim license on the basis of a corresponding declaratory judgment by the High Court. This is clearly not the case, because in this instance they would be deciding to implement a judgment issued by a foreign state in accordance with the rule of law and might also be obliged to do so for compliance reasons. Consequently, in this group of cases, the causal link between the reprehensible conduct of the defendants (i.e., the application for a declaration of breach of the RAND obligation) and the result of the infringement (i.e., the granting of rights of use under an "interim license") does not cease to exist.

4. The (imminent) infringement is unlawful.

a) Due to the procedural privilege, the unlawfulness is not already indicated by the (imminent) interference with property rights, but must be positively established (see BGH NJW 1979, 1351; BVerfG NJW 1987, 1929; OLG Munich GRUR 2020, 379 marginal no. 57 – Anti-Suit Injunction).

In this regard, it must be assessed whether the interests of the plaintiffs in initiating or continuing German patent infringement proceedings are sufficiently safeguarded (see OLG Munich GRUR 2020, 379 marginal no. 67 – Anti-Suit Injunction). In this respect, the plaintiffs' constitutionally protected property-like rights to their patents and the defendants' general freedom of action (Art. 2 (1) GG) must be taken into account. When weighing up these fundamental rights, it must be examined whether the issuance of a preliminary injunction under German law is the only effective defensive measure against a foreign legal remedy that would effectively deny the plaintiffs the effective enforcement of their defensive rights before the German courts.

b) The illegality under German law stems from the fact that, in the event of an impending application for an interim license before the UK High Court, the British court threatens to set a license rate for the German part of the patent portfolio outside its territorial jurisdiction (under aa), and the plaintiffs have credibly demonstrated that non-standard-essential German patents would also be covered by the interim licence (under bb), that the setting of an interim licence would unilaterally shift the balanced system of rights and obligations of holders of standard-essential patents developed by the Court of Justice of the European Union and the Federal Court of Justice in favour of the defendants (under cc), and that the defendants' interests in concluding a licence agreement would be sufficiently taken into account (under dd).

aa) According to German understanding, a violation of the applicable principle of territoriality is unlawful if a foreign court legally establishes a license fee for German patent rights by means of an "interim license." This is because, in effect, such a determination by the UK High Court would deprive the German courts of their independent power to examine whether the plaintiffs are willing to license the patents applicable on the territory of the Federal Republic of Germany from a German perspective (F)RAND, even though the Court of Appeal in Lenovo v. Ericson expressly attributed the assessment of willingness to license to the respective competent national courts (see written statement of November 3, 2025, para. 121). At the same time, the UK High Court would in all likelihood assess the FRAND willingness for the patents applicable on the territory of the Federal Republic of Germany

according to British standards, which would then apply to patents valid in Germany through the back door.

For national German patent rights, the FRAND defense based on antitrus law must generally be assessed under German law, and German courts generally have jurisdiction. German law does not generally provide for the possibility of setting a temporarily binding license fee for the granting of rights of use to a patent in patent infringement proceedings. Instead, the infringer of a standard-essential patent can raise the so-called FRAND defense based on antitrust law, i.e., a procedural defense aimed at preventing the patent owner from invoking the infringement of his patents under Section 242 of the German Civil Code (BGB) if he himself has abused the market by denying the license seeker access to the market. The decisive factor in assessing whether this defense is valid is, as a rule, the willingness of the parties to license, which is to be assessed on the basis of their respective negotiating behavior. In contrast, the amount of a reasonable license fee is not usually determined or set by German courts in a contradictory manner in infringement proceedings. This is because patent infringement proceedings in which the "FRAND defense" is raised are not generally aimed at determining the correct price under antitrust law. Due to the length of time it takes to determine the correct price under antitrust law, during which the patent user can effectively use the invention freely, the objection of price abuse can only be admitted in infringement proceedings in very exceptional cases (see LG Munich I GRUR-RS 2023, 24247 – Tonalitätsschätzung). The situation may be different if both parties agree to seek a judicial review of the amount of the license fees.

The arguments put forward by the defendants do not alter these considerations. They assert that the British proceedings are admissible because the plaintiffs voluntarily undertook to conclude RAND licenses with third parties by submitting a corresponding declaration of commitment to the ITU-T. In the context of the preliminary injunction proceedings, the Chamber cannot make a final assessment as to whether the submission of such a commitment – as the defendants believe – actually constitutes a genuine contract under Swiss law with protective effect in favor of a third party, which can be replaced by a court ruling in the event of an unreasonable offer by the patent holder (see Prof. de Werra, Exhibit JDW-2 to Exhibit HRM 2, para. 187; different opinion Dr. Holzer, Exhibit SH-1 to Exhibit AR25, p. 10). In view of the content of the declaration made to the ITU-T (cf. Exhibit HRM01 p. 2 middle: "[...] Negotiations are left to the parties [...]"), the defendants' argument appears to be at least problematic. In any case, under Swiss law, the RAND obligation – at least

according to the Chamber's understanding - the right to issue an interim license cannot be derived directly from the existing contractual obligation, but only, if at all, from a broad and therefore not uncontroversial analogy with the law (see Prof. de Werra, Exhibit JDW-2 to Exhibit HRM02, para. 118).

Contrary to what the defendants claim, the effects of an "interim licence" are not limited to the inevitable "spillover" effect, whereby a decision in one country inevitably influences the international litigation of the parties and the international dispute itself. Rather, the interference with German judicial sovereignty arises from the fact that the defendants' application threatens to be directed at requesting an English court to grant an "interim licence" concerning (also) German patents, even though the patent holder opposes this application. This is therefore not a case of (permissible) indirect factual influence on foreign litigation, but rather a direct and immediate violation of the internationally recognized principle of territoriality in patent law and a breach of the principle of mutual consideration.

bb) Furthermore, the unlawfulness of the threatened application for an interim license follows from the fact that the plaintiffs have credibly demonstrated that the patent portfolio also includes non-standard-essential patents. In particular, the plaintiffs have demonstrated that part of the portfolio relates to non-standard essential decoding standards and another part of the portfolio does not relate to video compression patents.

With regard to non-standard-essential patents, the plaintiffs are not obliged to grant licenses under Article 102 TFEU and Section 20 GWB because there can be no abuse of a dominant market position. The Chamber also considers it questionable to derive a contractual claim from the declaration made to the ITU-T with regard to non-standard-essential patents, since the declaration refers exclusively to patent claims that are considered essential for implementation (see Exhibit HRM01, p. 2 below: "[...] solely to the extent that any such claims are essential to the implementation [...]").

cc) In the overall assessment to be made in order to examine the illegality, it must also be taken into account that the granting of an "interim licence" would unilaterally shift the balanced system of rights and obligations of the holders of standard-essential patents developed by the Court of Justice of the European Union and the Federal Court of Justice in favour of the defendant. The unilateral granting of an "interim licence" by a foreign court would effectively undermine the obligation of both sides to negotiate in good faith

and prevent the effective enforcement of patent rights applicable in Germany. The actual enforceability of patent rights would be significantly impeded for the patent holder.

(A) The Federal Court of Justice has further specified the European Court of Justice's approach in the Huawei v. ZTE case, namely that the conflict between the owner of standard-essential patents and the user should be resolved through negotiations, to the effect that the patent user – just like the patent owner – is obliged to negotiate promptly and purposefully in good faith (BGH GRUR 2020, 961 – FRAND I; GRUR 2021, 585 – FRAND II). In the Chamber's view, this so-called "negotiated solution" is the only relevant starting point for the following considerations.

The defendants' objection that the antitrust FRAND defense and the assertion of contractual claims, as examined in the British proceedings, are independent legal constructs, is not valid. Only the contractual (self-)commitment of the (subsequent) patent holder leads to the inclusion of the patent-protected teaching in the standard. The fact that this is included in the standard, in turn, results in the patent holder's dominant market position and constitutes abuse if a licensee is denied legal market access. This causal connection alone shows that contract law and antitrust law are de facto closely intertwined: antitrust law must be interpreted in the light of contract law and vice versa.

(B) If the defendants apply to the UK High Court for an interim license and this application is granted, the plaintiffs' existing patent claims will be invalidated, regardless of whether these claims have already been asserted in court.

Patent users could thus evade their obligation to negotiate in good faith and obtain a provisional right to use the protected rights against the will of the patent holder, even if they had previously negotiated purely tactically or hesitantly for years and, according to German case law, could no longer successfully assert their antitrust FRAND defense as unfounded.

If such an approach were to be permitted, the balanced system of rights and obligations of patent holders and license seekers that exists in the European internal market would be unjustifiably shifted in favor of license seekers. The licensee would then be able press for an economically favourable worldwide license agreement by asserting a claim for an "interim license" in a foreign (usually non-EU) court.

By freely choosing the place of jurisdiction, he could—which might be economically reasonable for him—bring the case before the court where he expects the lowest rates to be set. In contrast, due to the principle of territoriality, the patent holder generally only has the option of bringing patent infringement proceedings in each individual state (or group of states) and thereby persuading the license seeker to conclude the license agreement sought by both parties.

Insofar as the defendants argue that German courts are familiar with the concept of transitional regimes for the period in which no final license has yet been agreed upon with regard to the case law on the required security deposit and that the establishment of an "interim license" is not alien to the system (written statement of November 3, 2025, para. 131 et seq.), they do not prevail based on the above considerations. It is true that German courts consider security deposits (of whatever amount) to be necessary during ongoing contract negotiations. However, unlike an "interim license," which grants a right of use, the granting of security is merely one aspect of assessing whether the parties are negotiating in good faith and whether the licensee is willing to license. The security, on the other hand, does not confer any immediate right of use on the licensee.

dd) The interests of the defendants in concluding a license agreement are given appropriate consideration in weighing up the conflicting interests. In particular, the Chamber does not fail to recognize that the defendants are pursuing the entirely laudable goal of concluding a license agreement with their action. However, applying for an "interim license" before the UK High Court does not appear to be the right means to this end.

(A) In the Huawei v. ZTE decision cited above, the Court of Justice of the European Union did recognize the possibility of having license fees determined by an independent third party (see above B.II.2); this only applies if a corresponding application for the determination of a reasonable license fee has been made "by mutual agreement" (ECJ GRUR 2015, 764, para. 68). In the absence of such "mutual agreement," an application for an "interim license" to a UK court is not a permissible "third-party determination" within the meaning of the above-cited case law of the European Court of Justice.

The plaintiffs have repeatedly stated in writing that they are willing to conduct arbitration proceedings through neutral arbitrators selected by both parties.

Meanwhile, the defendants are solely pursuing the setting of a license rate by the UK High Court. Irrespective of whether this would determine an appropriate license fee, the defendants' approach of seeking to conclude a license agreement by establishing an "interim license" would not be acceptable because it would circumvent the "mutual agreement" envisaged by the Court of Justice of the European Union.

(B) The Chamber also takes into account the defendants' objection that the "negotiated solution" developed by the Court of Justice of the European Union and the German courts has in some cases resulted in supra-FRAND license fees in the past.

Even if the defendants' assertion were correct that, against the backdrop of ongoing patent infringement proceedings in the past, the patent holders had in some cases reached settlements that were above FRAND, applying for an interim license would by no means be the only means of preventing this. Both parties have it in their power to significantly influence the outcome of the license negotiations through their own negotiating behavior. If they show willingness to license during the contract negotiations and conduct the negotiations in good faith, swiftly and constructively, there is usually nothing to prevent the conclusion of a FRAND-compliant contract.

(C) Contrary to the defendants' assumption, the Chamber does not see why an interim license would be absolutely necessary for the effective protection of the main proceedings before the UK High Court. The defendants' argument that a contractual claim brought before the British courts would be jeopardized without the possibility of applying for an "interim license" for the interim period until the license fee is determined is not convincing. The proceedings before the UK High Court are not affected by the issuance of the preliminary injunction at issue here.

The defendants believe that, until a licence agreement is concluded, they must be protected from patent infringement proceedings by the creation of a "safe harbor" in order to continue the main proceedings already initiated before the UK High Court without disruption. However, there is no right to "exclusivity": this follows, on the one hand, from the above-cited case law on "anti-suit injunctions" (see above under B.I.). On the other hand, the defendants' argument reveals that the purpose of applying for an "interim license" is to prevent the initiation of patent infringement proceedings abroad, and thus also in Germany. As already explained above (see B.), this purpose cannot be approved by the German legal system.

5. The defendant's conduct gives rise to a risk of impending infringement.

a) This initially requires serious and tangible factual indications that the opposing party will engage in unlawful conduct in the near future. This risk must relate to a specific infringing act. The circumstances justifying the risk of first-time infringement must indicate the impending infringement in such a concrete manner that it is possible to reliably assess whether all elements of the offense have been fulfilled (LG Munich I GRUR-RS 2021, 17662, para. 36 – Smartphone). What is therefore required is conduct on the part of the defendants that gives rise to an imminent and specific infringement in the near future. This can be assumed in particular if the infringer invokes the existence of a specific right (BGH NJW-RR 2021, 360, para. 53).

b) Accordingly, the alleged risk of first-time infringement exists.

Taking into account all the specific circumstances of the individual case, the Chamber has no doubt that, if the interim injunction were to be lifted, the defendants would in future apply to the UK High Court for an interim license. Above all, since the defendants continue to invoke their right to assert a corresponding claim for the granting of an "interim license" and have already lodged alternative legal measures before the British courts on the basis of the decision issued by the Chamber, the overall assessment shows that the defendants are prepared to behave in this way immediately or in the near future (see BGH GRUR 2011, 1038 marginal no. 44 – Stiftparfüm).

aa) In the UK court proceedings of August 29, 2025, the defendants expressly referred to the plaintiffs' entire video portfolio (see Exhibit AR4, margin numbers 84, 89, 92). [redacted]

bb) [redacted]

[redacted]

cc) Following the issuance of the preliminary injunction on September 26, 2025, by the Chamber, the defendants did not apply for an "interim license" in accordance with the court order; However, the mere fact that they are complying with the law while the preliminary injunction is in force does not allow the reverse conclusion to be drawn that they do not intend to file such an application immediately in the event that the preliminary injunction is lifted.

The only thing that matters, therefore, is whether the defendants have agreed to refrain from applying for an interim license altogether. However, this is not the case here: in their written statement of November 3, 2025, margin numbers 37 and 45, the defendants clearly stated that, in their opinion, they were entitled to file such an application. In this regard, the defendants referred in particular to the fact that, according to the UK Court of Appeal, an action for "specific performance" relating to the offer of an "interim licence" would be "arguable" (see written submission of November 3, 2025, para. 38). The defendants thus expressly invoke their presumed right, so that, in accordance with the above-cited ruling of the Federal Court of Justice (BGH GRUR 2011, 1038, para. 44 – Stiftparfüm), a risk of imminent infringement must be assumed.

After filing their objection, the defendants did not declare that they would voluntarily refrain from applying for an interim license, but continue to seek a "safe harbor" (see C.I.4.b)dd)(C)). In particular, they have not issued a (penalty-protected) cease-and-desist declaration. There is no "actus contrarius" that would have retrospectively eliminated the original risk of impending infringement.

dd) Immediately after the preliminary injunction was issued, the defendants also made it clear in their motion to expedite proceedings and their application for an anti-anti-suit injunction against the plaintiffs that they would use all available British legal remedies to pursue their interests. The defendants themselves stated in writing that the application for expedited proceedings was an immediate response to "Judge Meade's view that Amazon loses its right to interim relief in the United Kingdom" (written statement of November 3, 2025, para. 47). The defendants thus express that they only filed the motion for expedited proceedings because the remedy of setting an "interim licence" was prohibited by the Chamber's preliminary injunction.

There are therefore serious and tangible indications that, in the event of the interim injunction being lifted in the near future, the defendants will act unlawfully and apply to the UK High Court for an "interim license" to be granted.

6. If the defendants file an application for an interim license or a comparable legal instrument before a foreign court, the Chamber assumes that they cannot be regarded as sufficiently willing to license. The principles established for applying for an anti-suit injunction (see LG München I, GRUR-RS 2021, 17662 – Smartphone) also apply to the anti-interim license injunction.

a) This is not precluded by the fact that, at the start of the British proceedings, the defendants under the injunction undertook to conclude any licence agreement on the terms determined by the British court as RAND and formally offered by InterDigital (written statement of 3 November 2025, para. 34).

The criterion for assessing willingness to license in German courts is not whether the licensee is prepared to conclude a license agreement on its own terms, but whether the licensee, like the patent owner, is prepared to negotiate a license agreement. It therefore depends on how the parties attempt to negotiate and whether they are clearly seeking to gain an unfair advantage in their own negotiating position by invoking foreign jurisdictions. By applying for an "interim license" from the UK High Court, patent users can enforce a temporary right to use the plaintiffs' patents in court and at the same time make any (interim) license fees subject to a right of recovery without having previously engaged in bad faith negotiation behavior.

b) Such an assessment is not precluded by the fact that the plaintiffs themselves have the opportunity to enforce their property rights by initiating patent infringement proceedings, thereby strengthening their own negotiating position. This is because the prospects of success of any patent infringement actions also depend—at least within the European Union—on whether the patent holder abuses its dominant market position.

II. The plaintiffs have substantiated the existence of the grounds for the injunction. In particular, the plaintiffs have complied with the urgency period of one month from knowledge of the act and the perpetrator, which generally applies in the Munich Higher Regional Court district in the area of industrial property rights.

It can remain open whether the start of the period should be based on the date on which the plaintiffs became aware of the initiation of proceedings in the UK on September 1, 2025, or [redacted]

In both cases, the application for a preliminary injunction was filed within one month on September 24, 2025.

D.

The defendants shall bear the further costs of the injunction proceedings, Sections 91(1) and 97(1) of the German Code of Civil Procedure (ZPO).

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