



## SISVEL VP9 PATENT SUBLICENSE AGREEMENT BETWEEN SISVEL AND [\_\_\_\_\_]

This sublicense agreement ("Agreement"), effective as of [\_\_\_\_\_] ("Effective Date"), is entered into by and between **Sisvel International S.A.**, a company having its principal place of business at Immeuble Cubus C2, 2, rue Peternelchen, L-2370 Howald, Grand Duchy of Luxembourg ("Sisvel" or "Licensor") and [\_\_\_\_\_] , a company duly incorporated under the laws of [\_\_\_\_\_] , having its registered office at [\_\_\_\_\_] , ("["\_\_\_\_\_] " or "Licensee") (individually, a "Party" and collectively, the "Parties").

WHEREAS, Dolby International AB, Dolby Video Compression, LLC (formerly GE Video Compression, LLC), Electronics and Telecommunications Research Institute ("ETRI"), Godo Kaisha IP Bridge 1, IDEA HUB, Inc., Industry Academy Cooperation Foundation of Sejong University ("Sejong University"), JVCKENWOOD Corporation, Koninklijke Philips NV, Korea Advanced Institute of Science and Technology ("KAIST") & Korean Broadcasting System ("KBS"), Nippon Telegraph and Telephone Corporation ("NTT"), NTT Docomo Inc., Orange S.A., SK Planet Co., Ltd., SK Telecom Co., Ltd., Toshiba Corporation and Xylene Holding S.A. are the owners of certain patents, which contain claims that are believed in good faith to be necessary for compliance with the VP9 Specification;

WHEREAS, Licensor owns the right to license the VP9 Patents and to grant covenants not to sue, past and future releases and licenses;

WHEREAS, Licensor claims that Licensee's VP9 Products infringe upon one or more of the claims of the VP9 Patents;

WHEREAS, Licensee desires to settle any dispute with Licensor with respect to infringement of the VP9 Patents and such settlement and license shall cover the past and future use of the VP9 Patents in VP9 Products until the end of the Term.

NOW, THEREFORE, the Parties agree as follows:

### **1. Defined Terms**

- 1.1 "Compensation" means the overall payment due by Licensee as described in Section 3.1.
- 1.2 "Compliant Rate" means the reduced royalty rate per VP9 Product in case Licensee is in full compliance with its obligations under this Agreement. Full compliance means in particular but not limited to Licensee having submitted all relevant royalty statements timely, and having fulfilled its relevant payment obligations in connection with such statements for all relevant VP9 Products, and such royalty statements are true, complete and accurate in every respect.
- 1.3 "Consumer Display Device" means any VP9 Product that contain any component, device, instrument, apparatus or processing means that are capable of enabling visual demonstration or presentation of data and/or image(s), such as but not limited to smartphones, tablets, computer pads, notebooks, computers, convertibles, televisions, in-vehicle entertainment

systems, wearable technologies, interactive technologies such as virtual reality and/or augmented reality devices and projectors etc., photo cameras (with display), video cameras (with display).

- 1.4 “Consumer Non-Display Device” means any VP9 Product that does not qualify as Display Device, such as but not limited to set-top-boxes, video and gaming consoles, dongles, decoders and players, home theatres and streaming media players, photo cameras (without display), video cameras (without display), desktop PCs and graphics cards.
- 1.5 “Extended Agreement” means the possible further/extended agreement between the Parties with regard to Post-Term Units in an Extended Term as set forth in Section 6.2.
- 1.6 “Extended Term” means the term after the Initial Term as further defined in Section 6.2.
- 1.7 “Have Made” means a product made by a third party for the sole use and benefit of Licensee and/or Licensee Affiliate(s) (the third party being the “Have Made Producer”), provided that such products have been made by the Have Made Producer solely for the resale by Licensee and/or Licensee Affiliate(s), excluding each and every product that is resold by Licensee and/or Licensee Affiliate(s) to the Have Made Producer, its affiliates or any party to which the Have Made Producer is an affiliate. For the avoidance of doubt, such Have Made Producer shall not be allowed to sell Have Made products to parties other than Licensee and/or Licensee Affiliate(s) neither directly nor through Licensee and/or any of its Licensee Affiliate(s).
- 1.8 “Hold” or “Held” or any similar variation of such term with respect to any VP9 Patent shall mean possession of the right to grant rights and releases under the VP9 Patents without the consent of any third party, as of January 1, 2020.
- 1.9 “Initial Term” means the period as described in Section 6.1.
- 1.10 “Intermediate Products” means components and subassemblies of VP9 Products Made or Sold as standalone items and not incorporated in VP9 Products at the time they were Made or Sold, such as, without limitation, chipsets, semiconductor components, embedded modules and firmware components.
- 1.11 “Licensee Affiliate” shall mean an entity which, on or after the Effective Date, directly or indirectly, controls, is controlled by or is under common control with Licensee, for so long as each such control exists, as well as those companies identified in **Exhibit A**. The term “control” as used in this Section shall mean directly or indirectly (i) holding more than fifty percent (50%) of the outstanding stock or other voting rights entitled to elect directors of an entity; (ii) holding the ability to appoint or elect more than fifty percent (50%) of the board of directors (or persons exercising similar functions at any meeting representing all shareholders, parties, members, or other equity holders of an entity); or (iii) in the case of an entity without a governing body equivalent to a board of directors, holding an economic or other interest carrying the right to receive more than fifty percent (50%) of the profits of the entity.

- 1.12 “Licensee’s VP9 Patents” has the meaning set forth in Section 6.5.
- 1.13 “Make”, “Made” or any similar variation of such term means made, manufactured, used, practiced, developed and/or Have Made.
- 1.14 “Necessary Records” means the books and records as described in Section 4.9.
- 1.15 “Past Use” means VP9 Products Made and/or Sold by Licensee or Licensee Affiliates prior to the Effective Date.
- 1.16 “Patent Owner Affiliates” are entities directly or indirectly controls a VP9 Patent Owner, is controlled by such VP9 Patent Owner or is under common control with such VP9 Patent Owner, for so long as each such control exists, whereas the term “control” as used in this Section 1.16 shall mean directly or indirectly (i) holding more than fifty percent (50%) of the outstanding stock or other voting rights entitled to elect directors of an entity; (ii) holding the ability to appoint or elect more than fifty percent (50%) of the board of directors (or persons exercising similar functions at any meeting representing all shareholders, parties, members, or other equity holders of an entity); or (iii) in the case of an entity without a governing body equivalent to a board of directors, holding an economic or other interest carrying the right to receive more than fifty percent (50%) of the profits of the entity. For the purpose of this Agreement, Patent Owner Affiliate shall not include NTT Docomo Inc. with respect to Nippon Telegraph and Telephone Corporation and vice versa.
- 1.17 “Post-Term Units” means VP9 Products Made and/or Sold by Licensee after the Initial Term.
- 1.18 “Product Category” means Consumer Display Device and/or Consumer Non-Display Device.
- 1.19 “Sale”, “Sell”, “Sold” or any similar variation of such term means export, offer to sell, sell, distribute, lease or and/or otherwise dispose of.
- 1.20 “Standard Rate” means the standard royalty rate per VP9 Product in case Licensee is not in full compliance with its obligations under this Agreement. Such Standard Rate applies with immediate effect from the first day of the reporting period to which the occurrence of such non-compliance relates until such moment that Licensor confirms in writing to Licensee that Licensee’s non-compliance has been remedied in full.
- 1.21 “Term” means the term as described in Article 6 of this Agreement.
- 1.22 “Territory” means worldwide, however, limited to the scope of territorial protection of each of the VP9 Patents.
- 1.23 “VP9 Field” means only the VP9 functionality, or the portion implementing such VP9 functionality of a VP9 Product and only such functionality or portion implementing such functionality (and for clarification and without limitation no other codec functionality), for receiving, transmitting, and/or processing signals that are compliant with the VP9

Specification or any part thereof. In addition to the foregoing, and subject to the preceding sentence, VP9 Products within the VP9 Field do not include integrated circuits, components or other Intermediate Products requiring substantial additional industrial and/or manufacturing processing to implement the VP9 user equipment functionality.

- 1.24 “VP9 Patents” shall mean any and all enforceable claims, but only such claims, included in patents Held by VP9 Patent Owners or their Patent Owners Affiliates and for which VP9 Patent Owners have the right to grant licenses, that are necessarily infringed or used when implementing the VP9 Specification, or any portion of the VP9 Specification under the laws of the country which issued or published such Patent, including but not limited to those patents listed in **Exhibit B**. The scope of the rights granted to Licensee under this Agreement with regard to the “VP9 Patents” is strictly limited to the VP9 Field as implemented in any VP9 Product. Any amendments to the list of VP9 Patents in **Exhibit B** shall be "<https://www.sisvel.com/licensing-programs/audio-and-video-coding-decoding/video-coding-platform/patents>" (VP9 Patent Brochure) and such posting shall constitute notice to Licensee.
- 1.25 “VP9 Patent Owners” means Dolby International AB, Dolby Video Compression, LLC (formerly GE Video Compression, LLC), Electronics and Telecommunications Research Institute (“ETRI”), Godo Kaisha IP Bridge 1, IDEAHUB, Inc., Industry Academy Cooperation Foundation of Sejong University (“Sejong University”), JVCKENWOOD Corporation, Koninklijke Philips NV, Korea Advanced Institute of Science and Technology (“KAIST”) & Korean Broadcasting System (“KBS”), Nippon Telegraph and Telephone Corporation (“NTT”), NTT Docomo Inc., Orange S.A., SK Planet Co., Ltd., SK Telecom Co., Ltd., Toshiba Corporation and Xylene Holding S.A., which Hold the VP9 Patents as per **Exhibit B**.
- 1.26 “VP9 Products” means any finished hardware or products designed or suitable without further modification for private, non-commercial consumer use that are conform to or practice all or any part of the VP9 Specification, including products sold as multiple pieces designed for consumers. VP9 Products shall include, but are not limited to, mobile telephones, tablets and other handheld devices, Smart TVs, set-top boxes, personal computers and video streaming players practicing the VP9 Specification. VP9 Products shall not include Intermediate Products.
- 1.27 “VP9 Specification” means the document ‘VP9 Bitstream & Decoding Process Specification’ as available from the WebM Project; the latest version (0.6) has been published on March 31, 2016, and is available under the following link: <https://storage.googleapis.com/downloads.webmproject.org/docs/vp9/vp9-bitstream-specification-v0.6-20160331-draft.pdf>, the document describing VP9 encapsulation in .webm files, ‘WebM Container Guidelines’, available under the following link: <http://www.webmproject.org/docs/container/>, the document describing VP9 encapsulation in .mp4 files (e.g., for DASH streaming) available under <https://www.webmproject.org/vp9/mp4/>, the document describing an RTP payload format for the VP9 video codec and VP9 scalable extension, available under the following link <https://datatracker.ietf.org/doc/draft-ietf-payload-vp9/>. It is understood and accepted that

the VP9 Specification may be updated or amended if any subsequent new specification or amendment of existing specification is released, in which case the addition of a new specification or change of existing specification may be based on an amendment of the terms of this Section 1.27.

## **2. Release, Covenant and License**

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- 2.1 All rights granted under the VP9 Patents according to this Agreement are non-exclusive, non-transferrable and limited to the use of the VP9 Field and to the Territory for the Term and shall only include VP9 Products Made by or for Licensee and its Affiliates and/or Sold by Licensee and its Affiliates.
- 2.2 Subject to Licensee's full compliance with the payment obligations in Article 3 and the further obligations set forth in this Agreement, Licensor hereby releases, acquits, and forever discharges Licensee and Licensee Affiliates listed in **Exhibit A** from any and all claims of infringement of the VP9 Patents arising out of the reported individual VP9 Products Made and/or Sold before the Effective Date as per such reported royalty statement(s) attached to this Agreement, if any. Licensor covenants not to sue Licensee, its successors and Licensee Affiliates as well as any downstream customers or end-users, from liability for infringement of any of the VP9 Patents for Past Use. The release and covenant granted to Licensee Affiliates only applies to those of Licensee Affiliates, which qualify as "Licensee Affiliate" at the Effective Date as listed in **Exhibit A**. For clarity: In case of any change of control at Licensee, the release and covenant does not extend to the new owner of the control and its affiliates. The release and covenant not to sue in accordance with this Section 2.2 are neither in force nor effect if this Agreement is terminated by Licensor, where Licensor will have the right to sue and otherwise seek and obtain compensation from Licensee for any Past Use, without limitation as to the time for bringing any such suit. Licensor relied on Licensee's ongoing performance of its obligations under this Agreement in providing the release and covenant of this Section 2.2.
- 2.3 Subject to Licensee's full compliance with the applicable payment obligations in Article 3 and the further applicable obligations set forth in this Agreement, Licensor hereby grants to Licensee a royalty bearing license to use, Make and/or Sell VP9 Products under the VP9 Patents.
- 2.4 Licensee understands that it is free to negotiate releases, covenants and licenses, also for separate portions of the VP9 Patents Held by one or more of the VP9 Patent Owners on a bilateral basis, subject to different terms and conditions. However, Licensee wishes to obtain the release, covenant and license for the VP9 Patents in a joint approach from all VP9 Patent Owners at once, as subject to this Agreement.

## **3. Payment of Compensation**

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- 3.1 Licensee shall make the following non-refundable and non-recoupable payments to Licensor (deemed subject to the definition of "Compensation"):
- 3.1.1 The amount of Five Thousand Euros and Zero Cents (**5,000.00 EUR**) as an entrance fee;

and

3.1.2 In consideration of the rights granted to Licensee by Licensor under this Agreement:

3.1.2.1 The amount of [\_\_\_\_\_] Euros (**EUR \_\_\_\_\_**) for Past Use covenant under the VP9 Patents granted under Section 2.2; and

3.1.2.2 The royalties amount payable pursuant to Section 3.1.2.3 below for all calendar quarter(s) become due after the Effective Date of this Agreement; and

3.1.2.3 A quarterly payment of running royalties for each VP9 Product Made and/or Sold in the preceding quarter, the due amount for each quarter to be determined on the basis of VP9 Products Made and/or Sold under the VP9 Patents as reported per Article 4 infra, in accordance with the following royalty rate:

<b>Product Category</b>	<b>Consumer Display Devices</b>	<b>Consumer Non-Display Devices</b>
<b>VP9 Standard Rate</b>	EUR 0.24 (twenty-four Eurocents)	EUR 0.08 (eight Eurocents)
<b>VP9 Compliant Rate</b>	EUR 0.18 (eighteen Eurocents)	EUR 0.06 (six Eurocents)

The Compensation shall be paid by wire transfer to Licensor's bank account as specified in the invoice provided by Licensor, whereas the Compensation shall be due within fifteen (15) days from receipt of the respective invoice from Licensor.

3.2 [intentionally omitted]

3.3 All costs, stamp duties, taxes and other similar levies arising from or in connection with the conclusion of this Agreement shall be borne by Licensee. In the event that the government of a country imposes any taxes on payments made by Licensee to Licensor hereunder and requires Licensee to withhold such tax from such payments, Licensee may deduct such tax from such payments. In such an event, Licensee shall promptly provide Licensor with tax receipts issued by the relevant tax authorities so as to enable Licensor to support a claim for credit against taxes which may be payable by Licensor and to enable Licensor to document, if necessary, its compliance with tax obligations in any applicable jurisdiction. The Parties commit to assist and support each other upon reasonable request of the other Party in any call for declarations, documents or details pertaining to this Agreement, in order to satisfy tax authorities and to avoid the payment of any undue taxes, including but not limited to withholding tax.

#### **4. Reporting**

4.1 Licensee shall, on a quarterly basis and within one (1) month after the end of each calendar quarter, beginning with the calendar quarter of the Effective Date, provide Licensor with a

full royalty statement for which Licensor shall provide an electronic form, which includes: the total number of units of VP9 Products Made and/or Sold by Licensee and/or Licensee Affiliates in the preceding calendar quarter and the following details for each shipment or delivery of the relevant VP9 Products: the model number, product type, the brand or trademark on the product, the full name of the customer, the country of Sale, the full name of the manufacturer (or the direct supplier, as the case may be), the country of manufacture and/or Sale. Licensee shall submit the full royalty statement in accordance with this Section 4.1, in a file type specified by Licensor via e-mail to the address [videocoding.reporting@sisvel.com](mailto:videocoding.reporting@sisvel.com). Upon request from Licensor, Licensee shall render to Licensor the above full royalty statement in electronic format through an extranet or other internet website established for such purpose by Licensor. Licensee shall provide to Licensor all such full royalty statements for all the calendar quarters become due after the Effective Date of this Agreement in accordance with this Section 4.1 on or before Licensee's signature of this Agreement.

- 4.2 If Licensee or any Licensee Affiliates purchase or otherwise obtain licensed VP9 Products from a third party that is licensed by Licensor or the VP9 Patent Owners to Make and/or Sell VP9 Products under the VP9 Patents, and such third party has: (a) timely fulfilled its royalty payment obligations under such license for all such VP9 Products; and (b) has provided Licensor with a written declaration, subject to written approval by Licensor, stating that it will be responsible for paying the royalties for such VP9 Products prior to such VP9 Products being purchased or otherwise obtained from that third party by Licensee, then Licensee shall have no royalty obligation under this Agreement for such VP9 Products.
- 4.3 If Licensee Sells VP9 Products to a third party that is licensed by Licensor or all the VP9 Patent Owners to Make and/or Sell VP9 Products under the VP9 Patents within the VP9 Field, Licensee shall have the royalty payment obligation under this Agreement for such VP9 Products Sold to such third party, unless: (a) the third party is a licensee in good standing of Licensor or all the VP9 Patent Owners, as the case may be, and has fulfilled all its obligations under such license at the time Licensee Sells said VP9 Products to the third party; and (b) the third party provides Licensor with a written declaration, subject to written confirmation by Licensor, stating that it will be responsible for paying the royalties for such VP9 Products prior to such VP9 Products being Sold to that third party by Licensee; and (c) the third party timely pays all the relevant due royalties on such VP9 Products to Licensor or all said VP9 Patent Owners, as the case may be.
- 4.4 The VP9 Products for which Licensee has no royalty payment obligation according to Sections 4.2 and 4.3 will not be considered when calculating the Compensation due by Licensee according to Section 3.1.2.3.
- 4.5 It is understood and agreed that in all cases other than described to the contrary under Sections 4.2 and 4.3 Licensee has the obligation to pay royalties for such VP9 Products according to the terms of this Agreement. For the avoidance of doubt, any (partial) exhaustion of patent rights shall not apply insofar any products Made for and/or Sold to any third party for which a royalty has not been paid, regardless of whether such third party is subject to obligations of a license agreement under the relevant VP9 Patents for VP9 Products

and shall therefore not affect the responsibility of Licensee to pay royalties to Licensor under this Agreement with respect to such unlicensed products.

- 4.6 Licensee shall separately report in the royalty statements as per Section 4.1 the total number of units of VP9 Products that Licensee and/or Licensee Affiliates Made for or Sold to a third party licensed with respect to such products under the relevant VP9 Patents in the preceding calendar quarter provided that no royalty for such products is due by Licensee pursuant to Sections 4.2 and 4.3, and, the following details for each shipment or delivery of the relevant VP9 Products: the model number, a brief description of the product or product type, the brand or trademark on the product (if any), the full name of the customer, the country of Sale, the full name of the manufacturer (or the direct supplier, as the case may be), the country of manufacture and/or Sale.
- 4.7 Upon request from Licensor, Licensee will provide documentation sufficient to demonstrate that any Product listed in the report as per Section 4.6 were purchased from or Sold to a licensed third party including, but not limited to, invoices showing such purchase or Sale. If Licensee fails to provide Licensor with such documentation within thirty (30) days of Licensor's request, Licensee will pay the due royalties for all such Products for which no such documentation has been provided to Licensor within fifteen (15) days after the date of Licensee's failure.
- 4.8 Licensor shall not disclose any of the information comprised in the royalty reports provided by Licensee or Licensee Affiliates under this Agreement to any third party, except: (a) Licensor's affiliates are not considered third parties; (b) if such disclosure was done in an aggregated form, anonymizing any third party information; (c) as provided for in this Agreement or with the prior written consent of Licensee or Licensee Affiliate; (d) to any governmental body specifically requiring such disclosure (e.g. customs for verification of license compliance to prevent seizure of goods); (e) for the purposes of disclosure in connection with any possible financial or regulatory filings, reports or disclosures that may be required under applicable laws or regulations; (f) to a Party's accountants, legal counsel, tax advisors and other financial and legal advisors, subject to obligations of confidentiality and/or privilege at least as stringent as those contained herein; (g) if disclosure is demanded by a subpoena, order from a court or governmental body, or as may otherwise be required by law or regulation, and, if legally possible, subject to protective order or written agreement between counsel that such disclosure shall be limited to "Attorneys' Eyes Only"; and, in the case disclosure is pursuant to a protective order, such protective order shall provide, to the extent practicable, that any disclosure under a protective order would be protected under an "Attorneys' Eyes Only" or higher confidentiality designation; (h) if the information is obtained from another source than the royalty reports; or (i) if the information is made publicly available by Licensee.
- 4.9 Licensee and Licensee Affiliates shall keep and maintain accurate and detailed books and records in paper or electronic form including, but not limited to, all books and records related to the organization chart showing the relationship of Licensee and all Licensee Affiliates and all production, purchases, stocks, deliveries, technical specifications of all products, and sales



records related to VP9 Products (all books and records collectively referred to as “Necessary Records”). Necessary Records pertaining to a particular royalty reporting period, including Necessary Records relating to the Making and/or Selling of any VP9 Products, shall be maintained for five (5) years after the expiry of the Term.

- 4.10 Licensor shall have the right to audit Licensee’s and Licensee Affiliates’ Necessary Records once per calendar year for verification of the amount of VP9 Products actually Made and/or Sold during the Term in comparison to the amounts reported as Made and/or Sold according to Article 4. Licensor will give Licensee written notice of such audit at least five (5) days prior to the audit. All such audits shall be conducted during reasonable business hours. Any audit under this Section 4.10 shall be conducted by an independent certified public accountant or equivalent (“Auditor”) selected by Licensor. It shall be a material breach of this Agreement for Licensee and/or a Licensee Affiliate to fail to cooperate with the Auditor and/or to fail to provide the Auditor with all Necessary Records requested by the Auditor regardless of whether Licensee claims that such Necessary Records are subject to confidentiality obligations.
- 4.11 The cost of any audit under Section 4.10 shall be at the expense of Licensor; provided, however, that Licensee shall bear the entire cost of the audit, without prejudice to any other claim or remedy as Licensor may have under this Agreement or under applicable law, if: (i) the audit reveals a discrepancy that is greater than three percent (3%) of the number of VP9 Products reported by Licensee or Licensee Affiliates in any of the quarterly royalty statement during the period to which the audit refers; (ii) the audit identifies any Licensee Affiliate involved in the Making and/or Sale of any VP9 Products and not listed in **Exhibit A** of this Agreement or included in the organization chart; (iii) Licensee has failed to submit any royalty statements by their due date, as per this Article 4, in respect of the period to which the audit relates; and/or (iv) Licensee or any Licensee Affiliates refuse or obstruct the audit, or the Auditor reports that Licensee or any Licensee Affiliates have refused or obstructed the audit, such as, for example, by refusing to supply all Necessary Records requested by the Auditor.
- 4.12 In the event of any discrepancy or error evidence in the number of VP9 Products declared by Licensee in the royalty statements provided for in Article 4 of this Agreement, revealed by the audit, or by any other source, as such as a revised royalty statement sent by Licensee after receiving notice of an audit or a royalty statement or other document from a supplier or customer of Licensee or Licensee Affiliate (“Discrepancy Evidence”), Licensee will pay the Standard Rate pursuant to Section 3.1.2.3 of this Agreement.
- 4.13 Within fifteen (15) days after receiving notice from Licensor of any Discrepancy Evidence, Licensee shall pay the royalties due for the amount of the shortfall plus the cost of the audit if applicable as per Section 4.11 of this Agreement.

## **5. Representations and Warranties**

- 5.1 Licensor represents and warrants that it has the authority, power, and right to enter into this Agreement and to grant Licensee and Licensee Affiliates the rights, privileges, and releases herein set forth.

- 5.2 Nothing in this Agreement shall be construed as: (a) a warranty or representation by Licensor as to the validity or scope of any of the VP9 Patents; (b) a warranty or representation by Licensor that anything Made and/or Sold under any right granted in this Agreement is free from infringement or will not infringe, directly, contributorily, by inducement or otherwise under the laws of any country any patent or other intellectual property right different from the VP9 Patents; or (c) a warranty or representation by Licensor that the VP9 Patents include all patents necessary for compliance with the relevant VP9 Specification throughout the world.
- 5.3 Each Party represents and warrants that this Agreement and the transactions contemplated hereby do not violate or conflict with or result in a breach under any other agreement to which it is subject as a party or otherwise.
- 5.4 Each Party represents and warrants that, in executing this Agreement, it does not rely on any promises, inducements, or representations made by the other Party or any third party with respect to this Agreement or any other business dealings with the other Party or any third party, now or in the future except those expressly set forth herein.
- 5.5 Each Party represents and warrants that it is not presently the subject of a voluntary or involuntary petition in bankruptcy or the equivalent thereof, does not presently contemplate filing any voluntary petition, and does not presently have reason to believe that an involuntary petition will be filed against it.
- 5.6 Other than the express warranties set forth in this Article 5, the Parties make NO OTHER WARRANTIES, EXPRESS OR IMPLIED.

## **6. Term and Termination**

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- 6.1 This Agreement is effective as of the Effective Date and will be in force and effect for a term of five years (5 years) after the Effective Date ("Initial Term"), unless terminated earlier by Licensor in accordance with Section 6.3 or Section 6.4, or extended as per Section 6.2 (whatever duration of this Agreement applies is referred to as "Term").
- 6.2 The Initial Term of this Agreement shall automatically be extended for subsequent periods of five years (5 years) after the expiry of the Initial Term or any subsequent five years (5 years) period(s), unless a Party provides written notice of termination to the other Party no later than six months (6 months) before expiry of the Initial Term or expiry of any subsequent five years (5 years) period(s) ("Extended Term"). In the event that this Agreement expires, Licensee hereby, on behalf of itself and its Licensee Affiliates, represents and warrants that as of the date on which this Agreement expired, Licensee and Licensee Affiliates shall immediately cease to Make and/or Sell VP9 Products, unless Licensee and its Licensee Affiliates has/have otherwise acquired separate licenses under the VP9 Patents.
- 6.3 In the event of a material breach of Licensee, Licensor has the right to terminate this Agreement with immediate effect. In such event, Licensee, on behalf of itself and its Licensee Affiliates, represents and warrants that at the time of said termination of this Agreement,

Licensee and Licensee Affiliates shall immediately cease to Make and/or Sell VP9 Products unless Licensee and/or Licensee Affiliates have otherwise acquired separate licenses under the VP9 Patents.

- 6.4 In the event of failure of Licensee to report royalties, provide due assistance and/or make payment for any due amounts, Licensee shall have thirty (30) days to remedy such failure, of which failure Licensor shall provide notice, until such failure shall be considered material breach. In the event aforementioned types of failure occur multiple times within the Term, Licensor may consider this a material breach with no further right for Licensee to remedy.
- 6.5 Licensor has a right to terminate the rights granted to Licensee under this Agreement with immediate effect in case that Licensee or any of Licensee's Affiliates asserts and/or has asserted a claim or brings a claim in a lawsuit or other proceeding against VP9 Patent Owner and/or Patent Owner Affiliates that any products of VP9 Patent Owner and/or Patent Owner Affiliates infringe any patents or patent applications owned or controlled by Licensee and/or Licensee's Affiliate, and such patent having at least one claim of which is either necessarily infringed or the practice of which, as a practical matter, cannot be avoided in remaining compliant with the VP9 Specification ("Licensee's VP9 Patents") and Licensee refuses to grant a license, covenant or release to VP9 Patent Owner and/or Patent Owner Affiliates on fair, reasonable and non-discriminatory terms and conditions under such Licensee's VP9 Patents. For clarity: In case of a termination as set forth herein-above, Licensee shall have no claim for a refund of any Compensation already paid. For further clarity: Rights granted to Licensee with respect to VP9 Products, for which Licensee has paid Compensation until the termination becomes effective, will remain covered by the respective grant of rights, however, VP9 Products not covered by the Compensation at this stage will be unlicensed as of the effective date of the termination.

## **7. Confidentiality and Publicity**

- 7.1 Each Party shall not disclose any of the information concerning the content of this Agreement, except: (a) to its own affiliates are not considered third parties; (b) if such disclosure was done in an aggregated form, anonymizing any third party information; (c) as provided for in this Agreement or with the prior written consent of the other Party; (d) to any governmental body specifically requiring such disclosure (e.g. customs for verification of license compliance to prevent seizure of goods); (e) for the purposes of disclosure in connection with any possible financial or regulatory filings, reports or disclosures that may be required under applicable laws or regulations; (f) to a Party's accountants, legal counsel, tax advisors and other financial and legal advisors, subject to obligations of confidentiality and/or privilege at least as stringent as those contained herein; (g) if disclosure is demanded by a subpoena, order from a court or governmental body, or as may otherwise be required by law or regulation, and, if legally possible, subject to protective order or written agreement between counsel that such disclosure shall be limited to "Attorneys' Eyes Only"; and, in the case disclosure is pursuant to a protective order, such protective order shall provide, to the extent practicable, that any disclosure under a protective order would be protected under an "Attorneys' Eyes Only" or higher confidentiality designation; or (h) if the information is obtained from another source than the royalty reports.

## 8. Miscellaneous

- 8.1 Any communication, including notices, relating to this Agreement shall be made in the English language, and sent either by e-mail, fax, certified mail with return receipt requested, or by overnight delivery by commercial or other service which can verify delivery to the following addresses and such notice so sent shall be effective as of the date it is received by the other Party:

for Licensor:  <b>Sisvel International S.A.</b> VP9 Program Manager Immeuble Cubus C2 2, rue Petermelchen L-2370 Howald Grand Duchy of Luxembourg  E-mail to: <a href="mailto:videocoding@sisvel.com">videocoding@sisvel.com</a> with cc: <a href="mailto:notice@sisvel.com">notice@sisvel.com</a>	for Licensee:  [_____] Att.: [_____] [_____] [_____] [_____]  E-mail to: [_____]
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- 8.2 Each Party shall notify the other Party in writing of any change in the communication information contained in Section 8.1 within fifteen (15) calendar days of such change.
- 8.3 This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but which together shall be deemed to constitute a single document. The exchange of scan copies of signature pages shall be sufficient to execute this Agreement and any communication and/or amendment, if any.
- 8.4 This Agreement may not be modified, altered, or changed in any manner whatsoever unless in writing and duly executed by authorized representatives of all Parties. The written form requirement also applies to this clause. The second sentence of Section 8.3 shall apply accordingly.
- 8.5 The Agreement is governed by and construed in accordance with the laws of Germany and irrespective of any choice-of-law principle that might dictate a different governing law. The courts of Mannheim, Germany, shall have exclusive jurisdiction for any and all disputes arising from or in connection with this Agreement.
- 8.6 This Agreement or any right or obligation thereof may not be assigned by Licensee without Licensor's prior written consent.
- 8.7 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and replaces any prior oral or written agreements between the Parties involving the same.

8.8 Should any individual provisions of this Agreement be invalid, this shall not affect the validity of the remaining provision of this Agreement as a whole. The Parties undertake to replace any invalid provision by a new provision which will approximate as closely as possible the economic and legal result intended by the invalid provision.

IN WITNESS WHEREOF, the Parties have caused this Agreement to become effective on the Effective Date.

**Sisvel International S.A.**

**[Licensee]**

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date:

Signature:

Name:

Title:

Date:

**Exhibit A**

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**LICENSEE AFFILIATES**

[ ]

## Exhibit B

### PATENTS LISTED PER VP9 PATENT OWNER

#### Dolby International AB

AU2002316666	EP1500197 (GB)	EP2259596 (GB)	JP4723026
AU2002316676	EP1500197 (IT)	EP2259596 (IE)	JP4723027
AU2007203288	EP1500197 (TR)	EP2259596 (IT)	JP4886985
AU2013200690	EP1562384 (AT)	EP2259596 (NL)	JP5178389
AU2013206639	EP1562384 (BE)	EP2259596 (PT)	JP5216070
AU2014204511	EP1562384 (DE)	EP2259596 (SE)	JP5216071
AU2014204513	EP1562384 (ES)	EP2259596 (TR)	JP5222343
AU2014268171	EP1562384 (FR)	EP2278815 (DE)	JP5346908
AU2015218509	EP1562384 (GB)	EP2278815 (FR)	JP5506645
AU2015218514	EP1562384 (IE)	EP2278815 (GB)	JP5506903
AU2018200702	EP1562384 (IT)	HK1070223	JP5506904
BNRE/R/2013/0091	EP1562384 (NL)	HK1106376	JP5506905
CA2406459	EP1562384 (PT)	HK1134615	KR100988984
CA2452504	EP1562384 (SE)	HK1148152	KR101708982
CA2452506	EP1562384 (TR)	HK1149663	KR101851477
CA2454867	EP1727373 (DE)	HK1149664	KR102003549
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CA2706895	EP1727373 (GB)	IN259767	KR10751670
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CA3001216	EP1838107 (DE)	JP3688248	MX249051
CA3001227	EP1838107 (ES)	JP3688283	MX277175
CA3011301	EP1838107 (FR)	JP3688288	MY-135724-A
CN100373791	EP1838107 (GB)	JP3714944	MY-154424-A
CN100542042	EP1838107 (IE)	JP4094019	MY-162999-A
CN107094252	EP1838107 (IT)	JP4120989	MY-170517-A
CN1250003	EP1838107 (NL)	JP4339680	MY-171283-A
CN1311691	EP1838107 (PT)	JP4372019	RU2613740
CNZL200510116499.3	EP1838107 (SE)	JP4372197	SG10201508768W
CNZL200710087609.7	EP1838107 (TR)	JP4565010	SG102730
EP1425922 (AT)	EP2239943 (DE)	JP4666411	SG193680
EP1425922 (BE)	EP2239943 (ES)	JP4666413	SG201303747-8
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EP1425922 (ES)	EP2239943 (FR)	JP4666415	TH41839
EP1425922 (FR)	EP2239943 (GB)	JP4672065	TWI268714
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EP1425922 (TR)	EP2259596 (BE)	JP4723022	US10297008
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EP1500197 (FR)	EP2259596 (FR)	JP4723025	US10728554

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US6816552	US8559513	US9319694	US9866834
US7319415	US8576907	US9344730	US9872024
US7352812	US8594188	US9380308	US9986249
US7450641	US8699572	US9407913	USRE43628
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US7787542	US8761257	US9497471	USRE45250
US7894530	US8767829	US9503759	USRE46482
US7907667	US8798173	US9549201	USRE46924E
US7929610	US8873632	US9571855	USRE47202
US8040957	US8891634	US9578341	
US8379720	US8942285	US9584816	

**Dolby Video Compression, LLC (formerly GE Video Compression, LLC)**

BR122020004415	CN108471534	KR101527666	TWI775719
BR122020007668	CN108471537	KR101605163	TWI787604
CN103299623	CN108471538	KR101607426	US10123025
CN105120287	CN108777793	KR101951413	US10129549
CN106231329	HK1242497	KR102023565	US10148968
CN106231330	HK1242880	KR102023566	US10248966
CN106231334	HK1243254	KR102079664	US10460344
CN106231338	HK1243255	KR102145722	US10477223
CN106851320	HK1260162	TWI513277	US10587884
CN107071487	JP6700341	TWI644561	US10672028
CN107071489	JP6700342	TWI711302	US10750191
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CN107071492	JP6909818	TWI725348	

**ETRI**

CA2826157	KR101412176	KR101718886	KR102046520
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CN104219523	KR101428030	KR101726276	KR102046523
CN104488270	KR101461496	KR101797055	KR102148466
CN107623857	KR101461497	KR101809728	KR102150089
CN107888929	KR101461498	KR101809729	KR102171380
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JP6203878	KR101527087	KR101874015	KR102363426
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JP7358573	KR101527444	KR101894557	KR102439871
JP7358582	KR101605852	KR101947142	KR102447543
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KR101356448	KR101697154	KR101975254	KR102558513



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KR102559004	TWI662831	US11523133	US9635363
RU2586017	US10038907	US11683502	US9641845
TWI563836	US10178393	US11770550	US9723311
TWI596935	US10244252	US8548060	US9736484
TWI612799	US10321137	US8867854	US9794556
TWI619378	US10341661	US9154784	US9819942
TWI619379	US10499064	US9225982	US9854249
TWI621353	US10575014	US9369737	US9942554
TWI651962	US10917647	US9407937	

#### Godo Kaisha IP Bridge 1

CN100581260	EP1739972 (DE)	EP1742481 (DE)	US7515635
CN101035290	EP1739972 (ES)	EP1742481 (ES)	US8009733
CN101035291	EP1739972 (FR)	EP1742481 (FR)	US8184697
CN1312936	EP1739972 (GB)	EP1742481 (GB)	US8204112
EP1450565 (DE)	EP1739972 (IT)	EP1742481 (NL)	US8223841
EP1450565 (ES)	EP1739972 (NL)	JP4718578	US9473774
EP1450565 (FR)	EP1739972 (RO)	JP4722153	US9473775
EP1450565 (GB)	EP1739972 (SE)	JP4767991	US9706224
EP1450565 (IT)	EP1739973 (DE)	KR100944851	US9813728
EP1450565 (NL)	EP1739973 (ES)	KR100944852	US9813729
EP1739972 (AT)	EP1739973 (FR)	KR100944853	US9998756
EP1739972 (BE)	EP1739973 (IT)	KR100976672	
EP1739972 (CZ)	EP1739973 (NL)	US10080033	

#### IDEAHUB Inc.

CNZL201180039691.0	EP2608540 (IT)	KR1791164	US10827174
CNZL201610518674.X	EP2608540 (NL)	KR1895362	US10939106
EP2608540 (DE)	EP2608540 (SE)	KR1927384	US9699449
EP2608540 (ES)	JP6163176	KR1927385	US9838691
EP2608540 (FI)	KR1581742	KR1927386	
EP2608540 (FR)	KR1650464	KR1927387	
EP2608540 (GB)	KR1791163	US10212422	

#### Sejong University

KR101440731	KR101549017	KR101614402
KR101549016	KR101549018	

#### JVCKENWOOD Corporation

CN103621087	JP05614381	JP5839094	KR1729463
CN105791834	JP05678818	JP5839143	TWI552578
CN105812806	JP5679019	JP5839144	TWI562604
CN105812807	JP5725107	KR1588143	
CN107071428	JP5725108	KR1668575	

**Koninklijke Philips N.V.**

US8774540

**KAIST & KBS**

CN102369733	JP6846988	KR101648123	US11659210
CN105959689	JP6851263	KR101785431	US9485512
CN105959690	JP6851264	KR101857583	US9838719
CN105959691	JP6851265	KR101857591	US9838721
CN105959692	JP7171646	KR101857598	US9838722
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JP6164600	KR101644967	US10462494	
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**NTT**

CN1922888	EP1781042 (FR)	KR941495	JP05052134
EP1781042 (DE)	EP1781042 (GB)	TWI268715	US9402087

**NTT Docomo Inc.**

CN103004206	KR101770662	US9031125	US9185409
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**Orange S.A.**

CN101375609	EP2443835 (FR)	IN272289	US10051283
CN101790848	EP2443835 (GB)	IN302732	US8611413
CN102498718	EP2443835 (HU)	IN416037	US8891628
CN102804768	EP2443835 (IT)	JP5280860	US9100038
EP2443835 (CY)	EP2443835 (MK)	JP5613561	ZA201109188
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**SK Planet Co., Ltd.**

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**SK Telecom Co., Ltd.**

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#### Toshiba Corporation

CN102763416	JP05525650	US9113138	US9294768
CN103024391	JP05526277	US9113139	US9392282
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#### Xylene Holdings S.A.

AU2002353749	EP1449383 (CZ)	IN416539	MX326853
AU2007219272	EP1449383 (DE)	JP06605063	MX326854
BR112012025206.2	EP1449383 (DK)	JP4440640	MX332789
BR112013006499.4	EP1449383 (EE)	JP5486091	MX332791
BRPI0214328	EP1449383 (ES)	JP6071922	MX353107
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CA2795425	EP1449383 (FR)	KR100984612	RU2020107720
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CA3033984	EP1449383 (GR)	KR101500914	RU2523071
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CN103222265	EP1449383 (IT)	KR101554792	RU2573222
CN106454379	EP1449383 (LI)	KR101723282	RU2597499
CN106488249	EP1449383 (LU)	KR101817481	RU2627101
CN106713930	EP1449383 (MC)	KR101829594	RU2654136
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