

SISVEL AV1 LICENSE AGREEMENT

This license agreement ("Agreement"), effective as of [Effective Date] ("Effective Date"), is entered into by and between **Sisvel International S.A.**, a company having its principal place of business at 6, Avenue Marie Thérèse, 2132 Luxembourg, Grand Duchy of Luxembourg ("Sisvel" or "Licensor") and [**Licensee**], a company duly incorporated under the laws of _____, having its principal place of business at [Address], [Country] ("Licensee") (individually, a "Party" and collectively, the "Parties").

WHEREAS, B1 Institute of Image Technology, Inc., Dolby International AB, Electronics and Telecommunications Research Institute ("ETRI"), GE Video Compression LLC, Godo Kaisha IP Bridge 1, IDEAHUB, Inc., Industry Academy Cooperation Foundation of Sejong University ("Sejong University"), Intellectual Discovery, InterDigital Video Technologies, Inc., 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., Telefonaktiebolaget LM Ericsson, 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 AV1 Specification;

WHEREAS, Licensor owns the right to license the AV1 Patents and to grant covenants not to sue, past and future releases and licenses;

WHEREAS, Licensor claims that Licensee's AV1 Products infringe upon one or more of the claims of the AV1 Patents;

WHEREAS, Licensee desires to settle any dispute with Licensor with respect to infringement of the AV1 Patents and such settlement and license shall cover the past and future use of the AV1 Patents in AV1 Products until the end of the Term.

NOW, THEREFORE, the Parties agree as follows:

1. Defined Terms

- 1.1 "AV1 Field" means only the AV1 functionality, or the portion implementing such AV1 functionality of a AV1 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 AV1 Specification or any part thereof. In addition to the foregoing, and subject to the preceding sentence, AV1 Products within the AV1 Field do not include integrated circuits, components or other Intermediate Products requiring substantial additional industrial and/or manufacturing processing to implement the AV1 user equipment functionality.
- 1.2 "AV1 Patents" shall mean any and all enforceable claims, but only such claims, included in patents Held by AV1 Patent Owners or their Patent Owners Affiliates, that are necessarily infringed or used when implementing the AV1 Specification, or any portion of the AV1 Specification under the laws of the country which issued or published such Patent, including but not limited to those patents listed in **Attachment B**. The scope of the rights granted to Licensee under this Agreement with regard to the "AV1 Patents" is strictly limited to the AV1 Field as implemented in any AV1 Product. Any amendments to the list of AV1 Patents in **Attachment B** shall be effective upon the posting of the relevant new **Attachment B** on the Licensor's website <https://www.sisvel.com/licensing-programs/audio-and-video-coding->

[decoding/video-coding-platform/patents](#) (AV1 Patent Brochure) and such posting shall constitute notice to Licensee.

- 1.3 “AV1 Patent Owners” means B1 Institute of Image Technology, Inc., Dolby International AB, Electronics and Telecommunications Research Institute (“ETRI”), GE Video Compression LLC, Godo Kaisha IP Bridge 1, IDEAHUB, Inc., Industry Academy Cooperation Foundation of Sejong University (“Sejong University”), Intellectual Discovery, InterDigital Video Technologies, Inc., 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., Telefonaktiebolaget LM Ericsson, Toshiba Corporation and Xylene Holding S.A., which Hold the AV1 Patents as per **Attachment B**.
- 1.4 “AV1 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 AV1 Specification, including products sold as multiple pieces designed for consumers. AV1 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 AV1 Specification. AV1 Products shall not include Intermediate Products.
- 1.5 “AV1 Specification” means the document ‘AV1 Bitstream & Decoding Process Specification’ as available from the Alliance for Open Media (<http://aomedia.org/>); the latest version (1.0.0 with Errata 1) has been published on January 8, 2019, and is available under the following link <https://aomediacodec.github.io/av1-spec/av1-spec.pdf> or any new version thereof during the Term of the Agreement; and including all annexes and references of the AV1 Specification. It is understood and accepted that the AV1 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 1.5.
- 1.6 “Compensation” means the overall payment due by Licensee as described in Section 3.1.
- 1.7 “Compliant Rate” means the reduced royalty rate per AV1 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 AV1 Products, and such royalty statements are true, complete and accurate in every respect.
- 1.8 “Consumer Display Device” means any AV1 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).
- 1.9 “Consumer Non-Display Device” means any AV1 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.

- 1.10 “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.
- 1.11 “Extended Term” means the term after the Initial Term as further defined in Section 6.2.
- 1.12 “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).
- 1.13 “Hold” or “Held” or any similar variation of such term with respect to any AV1 Patent shall mean possession of the right to grant rights and releases under the AV1 Patents without the consent of any third party, as of January 1, 2020.
- 1.14 “Initial Term” means the period as described in Section 6.1.
- 1.15 “Intermediate Products” means components and subassemblies of AV1 Products Made or Sold as standalone items and not incorporated in AV1 Products at the time they were Made or Sold, such as, without limitation, chipsets, semiconductor components, embedded modules and firmware components.
- 1.16 “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 **Attachment 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.
- 1.17 “Licensee’s AV1 Patents” has the meaning set forth in Section 6.5.
- 1.18 “Make”, “Made” or any similar variation of such term means made, manufactured, used, practiced, developed and/or Have Made.
- 1.19 “Necessary Records” means the books and records as described in Section 4.9.
- 1.20 “Past Use” means AV1 Products Made and/or Sold by Licensee or Licensee Affiliates prior to the Effective Date.

- 1.21 “Patent Owner Affiliates” are entities directly or indirectly controls a AV1 Patent Owner, is controlled by such AV1 Patent Owner or is under common control with such AV1 Patent Owner, for so long as each such control exists, whereas the term “control” as used in this Section 1.21 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.
- 1.22 “Post-Term Units” means AV1 Products Made and/or Sold by Licensee after the Initial Term.
- 1.23 “Product Category” means Consumer Display Device and/or Consumer Non-Display Device.
- 1.24 “Sale”, “Sell”, “Sold” or any similar variation of such term means export, offer to sell, sell, distribute, lease or and/or otherwise dispose of.
- 1.25 “Standard Rate” means the standard royalty rate per AV1 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.
- 1.26 “Term” means the term as described in Article 6 of this Agreement.
- 1.27 “Territory” means worldwide, however, limited to the scope of territorial protection of each of the AV1 Patents.

2. Release, Covenant and License

- 2.1 All rights granted under the AV1 Patents according to this Agreement are non-exclusive, non-transferrable and limited to the use of the AV1 Field and to the Territory for the Term and shall only include AV1 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 **Attachment A** from any and all claims of infringement of the AV1 Patents arising out of the reported individual AV1 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 AV1 Patents for Past Use. 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 AV1 Products under the AV1 Patents.

2.4 Licensee understands that it is free to negotiate releases, covenants and licenses, also for separate portions of the AV1 Patents Held by one or more of the AV1 Patent Owners on a bilateral basis, subject to different terms and conditions. However, Licensee wishes to obtain the release, covenant and license for the AV1 Patents in a joint approach from all AV1 Patent Owners at once, as subject to this Agreement.

3. Payment of Compensation

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 (**EUR 5,000.00**) 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 AV1 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 AV1 Product Made and/or Sold in the preceding quarter, the due amount for each quarter to be determined on the basis of AV1 Products Made and/or Sold under the AV1 Patents as reported per Article 4 infra, in accordance with the following royalty rate:

Product Category	Consumer Display Devices	Consumer Non-Display Devices
AV1 Standard Rate	EUR 0.32 (thirty-two Eurocents)	EUR 0.11 (eleven Eurocents)
AV1 Compliant Rate	EUR 0.24 (twenty-four Eurocents)	EUR 0.08 (eight 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 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 AV1 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 AV1 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. 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 AV1 Products from a third party that is licensed by Licensor or the AV1 Patent Owners to Make and/or Sell AV1 Products under the AV1 Patents, then Licensee shall have no royalty obligation under this Agreement for such AV1 Products (exhaustion).
- 4.3 If Licensee Sells AV1 Products to a third party that is licensed by Licensor or all the AV1 Patent Owners to Make and/or Sell AV1 Products under the AV1 Patents within the AV1 Field, Licensee shall have the royalty payment obligation under this Agreement for such AV1 Products Sold to such third party, unless: (a) the third party is a licensee in good standing of Licensor or all the AV1 Patent Owners, as the case may be, and has fulfilled all its obligations under such license at the time Licensee Sells said AV1 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 AV1 Products prior to such AV1 Products being Sold to that third party by Licensee; and (c) the third party timely pays all the relevant due royalties on such AV1 Products to Licensor or all said AV1 Patent Owners, as the case may be.
- 4.4 The AV1 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 AV1 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 AV1 Patents for AV1 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 AV1 Products that Licensee and/or Licensee Affiliates Made for or Sold to a third party licensed with respect to such products under the relevant AV1 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 AV1 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 AV1 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 AV1 Products, shall be maintained for five (5) years after the expiry of the Term.

- 4.10 Licensors shall have the right to audit Licensee's and Licensee Affiliates' Necessary Records once per calendar year for verification of the amount of AV1 Products actually Made and/or Sold during the Term in comparison to the amounts reported as Made and/or Sold according to Article 4. Licensors 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 Licensors. 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 Licensors; provided, however, that Licensee shall bear the entire cost of the audit, without prejudice to any other claim or remedy as Licensors 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 AV1 Products reported by Licensee or Licensee Affiliates in any of the quarterly royalty statements during the period to which the audit refers; (ii) the audit identifies any Licensee Affiliate involved in the Making and/or Sale of any AV1 Products and not listed in **Attachment 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.

5. Representations and Warranties

- 5.1 Licensors 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 Licensors as to the validity or scope of any of the AV1 Patents; (b) a warranty or representation by Licensors 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 AV1 Patents; or (c) a warranty or representation by Licensors that the AV1 Patents include all patents necessary for compliance with the relevant AV1 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

- 6.1 This Agreement is effective as of the Effective Date and will be in force and effect for a term of five (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 (5) years after the expiry of the Initial Term or any subsequent five (5) year period(s), unless a Party provides written notice of termination to the other Party no later than six (6) months before expiry of the Initial Term or expiry of any subsequent five (5) year 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 AV1 Products, unless Licensee and its Licensee Affiliates has/have otherwise acquired separate licenses under the AV1 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 AV1 Products unless Licensee and/or Licensee Affiliates have otherwise acquired separate licenses under the AV1 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 AV1 Patent Owner and/or Patent Owner Affiliates that any products of AV1 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 AV1 Specification ("Licensee's AV1 Patents") and Licensee refuses to grant a license, covenant or release to AV1 Patent Owner and/or Patent Owner Affiliates on fair, reasonable and non-discriminatory terms and conditions under such Licensee's AV1 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 AV1 Products, for which Licensee has paid Compensation until

the termination becomes effective, will remain covered by the respective grant of rights, however, AV1 Products not covered by the Compensation at this stage will be unlicensed as of the effective date of the termination.

7. Bank Guarantee

- 7.1 As an assurance of fulfilment of its obligations under the terms of this Agreement, including, but not limited to, payment of amounts due under this Agreement by their due date, submission of royalty statements by their due date, compliance with the audit procedures according to Sections 4.10 and 4.11, and renewal or replacement of the bank guarantee according to this Article 7, if any, Licensee covenants that it will provide Licensor with a continuing bank guarantee from a first class international bank according to the form indicated in **Attachment C** hereto if so requested by Licensor on a case by case basis on its reasonable determination.
- 7.2 For such bank guarantee in Section 7.1 above, Licensor will have: (a) the right to call up to the full amount of such bank guarantee each time Licensee and/or Licensee Affiliates should fail to fulfil its obligations under the terms of this Agreement, including, but not limited to, payment of amounts due under this Agreement by their due date, submission of royalty statements by their due date, compliance with the audit procedures according to Sections 4.10, 4.11 and other relevant sections hereinabove, or renewal or replacement of the bank guarantee according to this Article 7; (b) the right to keep any amounts from the bank guarantee sufficient to compensate for any damages caused by Licensee's failure to fulfil its obligations, including costs and attorneys' fees as they are incurred; (c) the right to keep up to the full amount of such bank guarantee until such time as the extent of such damage can be determined with certainty; and (d) the right to keep the full amount of the bank guarantee as liquidated damages if the extent of the damage described in (c) above cannot be determined with certainty within one (1) year from the date on which Licensor calls the bank guarantee. It is understood that Licensor shall have the rights (a)-(d) specified in this Section 7.2 should Licensee or any Licensee Affiliates fail to discharge any obligation of this Agreement.
- 7.3 For avoidance of doubt, any amount drawn from the bank guarantee will not be considered as a full or partial fulfilment of any obligations of Licensee under the terms of this Agreement, including the not fulfilled obligations for which the bank guarantee was called. Should the original bank guarantee or any subsequent bank guarantee provided by Licensee under this Article 7 expire prior to expiration of this Agreement, Licensee covenants that it will obtain and provide Licensor with a renewed or replaced bank guarantee for the same period and in the same amount as the original bank guarantee at least three (3) months before the expiration of the existing bank guarantee. Should Licensee fail to obtain or provide a renewed or replaced bank guarantee at least three (3) months before the expiration of the existing bank guarantee, Licensor may, at its discretion, expressly terminate this Agreement in accordance with the provisions of Article 6 of this Agreement and/or call the full amount of the existing bank guarantee and keep such full amount as a deposit for use as if it were the bank guarantee until Licensee provides a renewed or replaced bank guarantee. Licensee agrees that the bank guarantee will not be returned before its expiration even if Licensee and licensed Licensee Affiliates no longer Make and/or Sell or otherwise dispose of AV1 Products. Licensee further agrees that its obligation to obtain and provide Licensor with a renewed or replacement bank guarantee will persist until the expiration or termination of this Agreement even if Licensee and licensed Licensee Affiliates no longer Make and/or Sell or otherwise dispose of AV1 Products.

8. Confidentiality and Publicity

8.1 Each Party shall not disclose any of the information concerning the content of this Agreement, except: (a) 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.

9. Miscellaneous

9.1 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:

<p>for Licensor:</p> <p>Sisvel International S.A. AV1 Program Manager 6, Avenue Marie Thérèse L-2132 Luxembourg Grand Duchy of Luxembourg</p> <p>E-mail to: videocoding@sisvel.com with cc: notice@sisvel.com Fax: +352 28 22 50 40</p>	<p>for Licensee:</p> <p><Company name> <Company representative> <Company address> <Company address> <Company country></p> <p>E-mail to: <Representative’s email address> Fax: <Company fax number></p>
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9.2 Each Party shall notify the other Party in writing of any change in the communication information contained in Section 9.1 within fifteen (15) calendar days of such change.

9.3 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.

9.4 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 9.3 shall apply accordingly.

- 9.5 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.
- 9.6 This Agreement or any right or obligation thereof may not be assigned by Licensee without Licensor's prior written consent.
- 9.7 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.
- 9.8 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]

Name: Mr. Thomas Heinz Hartmann
Title: Director
Date:

Name: [...]
Title: [...]
Date:

Name: Mr. Matteo Maria Morroi
Title: Director
Date:

Attachment A

LICENSEE AFFILIATES

[...]

Attachment B

PATENTS LISTED PER AV1 PATENT OWNER

B1 Institute of Image Technology, Inc.

US11539979

Dolby International AB

AU2001284910	CN102227134	EP1500197 (GB)	EP1727373 (FR)
AU2002316666	CN102256122	EP1500197 (IT)	EP1727373 (GB)
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SISVEL AV1 LICENSE AGREEMENT

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SISVEL AV1 LICENSE AGREEMENT

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GE Video Compression, LLC

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CN106231329	KR102166519	US10477223	

Godo Kaisha IP Bridge 1

CN100581260	EP1739972 (DE)	EP1742481 (DE)	US7515635
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IDEAHUB, Inc.

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Sejong University

CN109314789

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US11272174

Intellectual Discovery

US11218725

Interdigital Video Technologies, Inc.
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JVCKENWOOD Corporation

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CN107071428	JP5839094	TWI552578	
JP05614381	JP5839143	TWI562603	

Koninklijke Philips N.V.

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NTT

CN1922888	EP1781042 (FR)	JP05052134	TWI268715
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NTT Docomo, Inc.

AU2010228415	EP2268035(MC)	EP2988500 (SE)	RU2694239
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Orange S.A.

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SK Planet Co., Ltd.

US10334271

SK Telecom Co., Ltd.

CN102362498	EP3119091 (BE)	KR1483688	US9137546
CN102598669	EP3119091 (CZ)	KR1487436	US9148660
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EP2571269 (IT)	KR1458471	US10298954	US9888248
EP2571269 (NL)	KR1464944	US8818114	US9955182
EP2571269 (PL)	KR1464949	US8976862	US9992510
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EP2571269 (SE)	KR1483174	US9070179	
EP2571269 (TR)	KR1483495	US9137545	

Telefonaktiebalaget LM Ericsson
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AU2007219272	EP1449383 (CZ)	EP1449383 (IE)	EP1449383 (TR)
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Toshiba Corporation

CN102763416	JP05525650	US9113138	US9294768
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Xylene Holdings S.A.

CA2449924	CN107046644	MX326851	SG158846
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CA2991166	KR100585901	RU2597499	TWI571108
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CN100566179	KR101389163	RU2654136	TWI601415
CN101060622	KR101500914	RU2663374	TWI688267
CN101626244	KR101540899	RU2680199	US10390011
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CN101686059	KR101723282	RU2706179	US10469839
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SISVEL AV1 LICENSE AGREEMENT

US8094049
US8188895
US8203470
US8354946

US8604950
US9369730
US9894375
US9894376

US9900611
US9900612
US9973753
USRE41729

US7321323

Attachment C

FORM OF BANK GUARANTEE

Sisvel International S.A.

6, Avenue Marie Thérèse
2132 Luxembourg
Grand Duchy of Luxembourg

We hereby open our irrevocable guarantee no. _____ in your favor

By order of: [INSERT DETAILS FOR BANK]

On behalf of: [INSERT DETAILS FOR LICENSEE]

In favor of: **Sisvel International S.A.**

Valid: From [INSERT ISSUE DATE] until [INSERT DATE FIVE YEARS AFTER ISSUE DATE]

We have been informed that [INSERT LICENSEE'S NAME], hereinafter called Licensee, and you, as the licensor, have entered into a license agreement and have been asked by Licensee to issue this Letter of Guarantee in your favor to guarantee the fulfillment of its contractual obligations under the terms of such license agreement.

In consideration of the aforesaid, we [INSERT NAME OF BANK], by order of our customer, Licensee, acting on behalf of Licensee, irrespective of the validity and the legal effects of the above-mentioned license agreement, and waiving all rights to objections and defenses arising therefrom, hereby irrevocably undertake to pay to you on receipt of your first written demand any sum or sums claimed by you up to but not exceeding Euros _____ (EUR _____) over the life of this Letter of Guarantee, provided always that such written demand is accompanied by your signed statement that Licensee has failed to fulfill its contractual obligations under the terms of the above-mentioned license agreement.

We shall not be obliged to verify any statements contained in any of the notices of other documents which may be served on or presented to us in accordance with the terms of this guarantee and shall accept the statements therein as conclusive evidence of the facts stated.

This guarantee is valid until [INSERT DATE FIVE YEARS AFTER ISSUE DATE], and any claim under it must be received by us in writing on or before 1 (one) year after that date.

References to 'you' herein shall be construed as references to **Sisvel International S.A.**