

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, 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 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>
---	--

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

Dolby International AB

AU2001284910	CN102256134	EP1562384 (ES)	EP1838107 (IT)
AU2002316666	CN102256135	EP1562384 (FR)	EP1838107 (NL)
AU2002316676	CN102256136	EP1562384 (GB)	EP1838107 (PT)
AU2003247759	CN103314581	EP1562384 (IE)	EP1838107 (SE)
AU2004241535	CN103563347	EP1562384 (IT)	EP1838107 (TR)
AU2007203288	CN103873738	EP1562384 (NL)	EP2239943 (DE)
AU2010212510	CN105933573	EP1562384 (PT)	EP2239943 (ES)
AU2011218757	CN106101483	EP1562384 (SE)	EP2239943 (FI)
AU2011244965	CN106357955	EP1562384 (TR)	EP2239943 (FR)
AU2011256919	CN106412577	EP1611740 (DE)	EP2239943 (GB)
AU2012202740	CN106454339	EP1611740 (ES)	EP2239943 (IT)
AU2012244113	CN106488228	EP1611740 (FR)	EP2239943 (NL)
AU2013200690	CN106851268	EP1611740 (GB)	EP2239943 (SE)
AU2013206639	CN107071407	EP1611740 (IT)	EP2239943 (SK)
AU2014204511	CN107071408	EP1627360 (AT)	EP2239943 (TR)
AU2014204513	CN107094252	EP1627360 (BE)	EP2254339 (AT)
AU2014268171	CN107105230	EP1627360 (CH)	EP2254339 (BE)
AU2015218509	CN1250003	EP1627360 (CZ)	EP2254339 (CH)
AU2015218514	CN1311691	EP1627360 (DE)	EP2254339 (CZ)
AU2018200702	CN1663258	EP1627360 (DK)	EP2254339 (DE)
BNRE/R/2013/0091	CNZL200510116499.3	EP1627360 (EE)	EP2254339 (DK)
BRPI0113271-7	CNZL200710087609.7	EP1627360 (ES)	EP2254339 (EE)
BRPI0408570-1	EP1310099 (DE)	EP1627360 (FR)	EP2254339 (ES)
CA2406459	EP1310099 (FR)	EP1627360 (GB)	EP2254339 (FI)
CA2418722	EP1310099 (GB)	EP1627360 (HU)	EP2254339 (FR)
CA2452504	EP1425922 (AT)	EP1627360 (IT)	EP2254339 (GB)
CA2452506	EP1425922 (BE)	EP1627360 (LI)	EP2254339 (HU)
CA2454867	EP1425922 (DE)	EP1627360 (LU)	EP2254339 (IE)
CA2490378	EP1425922 (ES)	EP1627360 (NL)	EP2254339 (IT)
CA2616751	EP1425922 (FR)	EP1627360 (PL)	EP2254339 (LI)
CA2706895	EP1425922 (GB)	EP1627360 (PT)	EP2254339 (LU)
CA2989854	EP1425922 (IE)	EP1627360 (RO)	EP2254339 (MC)
CA2989883	EP1425922 (IT)	EP1627360 (SE)	EP2254339 (NL)
CA3001216	EP1425922 (NL)	EP1627360 (SI)	EP2254339 (PT)
CA3001227	EP1425922 (PT)	EP1627360 (SK)	EP2254339 (SE)
CA3011301	EP1425922 (SE)	EP1627360 (TR)	EP2254339 (SI)
CN100371955	EP1425922 (TR)	EP1727373 (DE)	EP2254339 (SK)
CN100373791	EP1500197 (DE)	EP1727373 (FR)	EP2254339 (TR)
CN100431355	EP1500197 (ES)	EP1727373 (GB)	EP2259596 (AT)
CN100542042	EP1500197 (FR)	EP1838107 (AT)	EP2259596 (BE)
CN100591102	EP1500197 (GB)	EP1838107 (BE)	EP2259596 (DE)
CN101969569	EP1500197 (IT)	EP1838107 (DE)	EP2259596 (ES)
CN102176752	EP1500197 (TR)	EP1838107 (ES)	EP2259596 (FR)
CN102227134	EP1562384 (AT)	EP1838107 (FR)	EP2259596 (GB)
CN102256122	EP1562384 (BE)	EP1838107 (GB)	EP2259596 (IE)
CN102256123	EP1562384 (DE)	EP1838107 (IE)	EP2259596 (IT)

SISVEL AV1 LICENSE AGREEMENT

EP2259596 (NL)	EP3595281 (LV)	JP4565010	MX252716
EP2259596 (PT)	EP3595281 (MC)	JP4666411	MX263707
EP2259596 (SE)	EP3595281 (MK)	JP4666413	MX276100
EP2259596 (TR)	EP3595281 (MT)	JP4666414	MX277175
EP2262268 (AT)	EP3595281 (NL)	JP4666415	MY-135724-A
EP2262268 (BE)	EP3595281 (NO)	JP4672065	MY-142934-A
EP2262268 (CH)	EP3595281 (PL)	JP4672074	MY-145597-A
EP2262268 (CZ)	EP3595281 (PT)	JP4672077	MY-152630
EP2262268 (DE)	EP3595281 (RO)	JP4672078	MY-154342-A
EP2262268 (DK)	EP3595281 (RS)	JP4717136	MY-154424-A
EP2262268 (EE)	EP3595281 (SE)	JP4717137	MY154525A
EP2262268 (ES)	EP3595281 (SI)	JP4717138	MY-162999-A
EP2262268 (FI)	EP3595281 (SK)	JP4723022	MY-170517-A
EP2262268 (FR)	EP3595281 (SM)	JP4723023	MY-171283-A
EP2262268 (GB)	EP3595281 (TR)	JP4723024	PH 1-2005-502051
EP2262268 (HU)	HK1070223	JP4723025	RU2377652
EP2262268 (IE)	HK1080243	JP4723026	RU2613740
EP2262268 (IT)	HK1087232	JP4723027	SG10201508768W
EP2262268 (LI)	HK1106376	JP4886985	SG102730
EP2262268 (LU)	HK1134615	JP5178389	SG108377
EP2262268 (MC)	HK1148152	JP5216070	SG116954
EP2262268 (NL)	HK1148888	JP5216071	SG193680
EP2262268 (PT)	HK1149663	JP5222343	SG201303747-8
EP2262268 (SE)	HK1149664	JP5346908	SG2013037486
EP2262268 (SI)	HK1153596	JP5506645	SG94623
EP2262268 (SK)	HK1157548	JP5506901	TH35577
EP2262268 (TR)	HK1159915	JP5506902	TH41839
EP2278815 (FR)	HK1159916	JP5506903	TH53753
EP2278815 (DE)	HK1159917	JP5506904	TWI231711
EP2278815 (GB)	HK1159918	JP5506905	TWI268714
EP3595281 (AL)	HK1159919	JP5833233	US10080035
EP3595281 (AT)	HK1163989	JP6224052	US10110908
EP3595281 (BE)	HK1191778	JP6561098	US10158865
EP3595281 (BG)	HK1223214	KH/GRRP/00006	US10178386
EP3595281 (CH)	HK1231652	KR100748194	US10257511
EP3595281 (CY)	HK1234557	KR100898879	US10264256
EP3595281 (CZ)	HK1234560	KR100988984	US10297008
EP3595281 (DE)	IN239859	KR101405032	US10362311
EP3595281 (DK)	IN243845	KR101634090	US10499058
EP3595281 (EE)	IN257332	KR10-1708982	US10574994
EP3595281 (ES)	IN259767	KR101851477	US10645392
EP3595281 (FI)	IN288863	KR102003549	US10728554
EP3595281 (FR)	IN310087	KR10612785	US6507618
EP3595281 (GB)	JP04723483	KR10751670	US6728317
EP3595281 (GR)	JP3688248	KR10785588	US6816552
EP3595281 (HR)	JP3688283	KR10785589	US7266150
EP3595281 (HU)	JP3688288	KR987666	US7319415
EP3595281 (IE)	JP3714944	MO J/003742	US7352812
EP3595281 (IS)	JP4094019	MO J/003838	US7395211
EP3595281 (IT)	JP4120989	MO J/003872	US7450641
EP3595281 (LI)	JP4339680	MOJ/002154	US7613240
EP3595281 (LT)	JP4372019	MOJ/002762	US7787542
EP3595281 (LU)	JP4372197	MX249051	US7894524

SISVEL AV1 LICENSE AGREEMENT

US7894530	US8526496	US9124888	US9661335
US7899113	US8542738	US9294771	US9667957
US7907667	US8559513	US9319694	US9667993
US7929610	US8576907	US9344730	US9843807
US8040957	US8594188	US9357230	US9866834
US8050323	US8699572	US9407913	US9872024
US8139638	US8737472	US9407914	US9986249
US8144774	US8761257	US9445121	USRE43628
US8279929	US8767829	US9497471	USRE44497
US8290043	US8873629	US9503759	USRE45250
US8325809	US8873632	US9549201	USRE46482
US8379720	US8891634	US9571855	USRE46924E
US8401078	US8942285	US9578341	USRE47202
US8401080	US8995528	US9584816	VN10006824
US8477851	US9060168	US9609327	ZA2005/09231
US8488674	US9111330	US9654783	

ETRI

BR11201401333-0	JP5911890	KR101791076	KR102515121
BR122021025319-6	JP5998180	KR101809728	KR1356448
CA2826157	JP6203878	KR101809729	KR1412176
CA3011851	JP6313497	KR101809730	KR1461496
CA3011853	JP6437494	KR101809731	KR1461497
CA3011863	JP6550429	KR101835835	KR1605852
CN102939761	JP6855419	KR101854640	KR1726276
CN103262541	KR100882949	KR101857755	KR1797055
CN103384333	KR101095938	KR101874015	KR1894407
CN103548356	KR101356439	KR101894557	KR1975254
CN103583044	KR101357640	KR101907014	RU2586017
CN104219523	KR101357641	KR101947142	TWI563836
CN104488270	KR101378888	KR101973563	TWI596935
CN104902283	KR101424220	KR101973568	TWI612799
CN104994395	KR101428030	KR101973571	TWI619378
CN104994396	KR101446286	KR102006235	TWI619379
CN106060566	KR101446287	KR102006236	TWI621353
CN106101730	KR101451921	KR102006237	TWI651962
CN106131576	KR101461495	KR102046520	TWI651963
CN106131577	KR101461498	KR102046521	TWI653877
CN106254890	KR101461499	KR102046522	TWI662831
CN107623857	KR101477771	KR102046523	US10075734
EP2627085 (DE)	KR101527085	KR102096423	US10110912
EP2627085 (FR)	KR101527086	KR102148466	US10178393
EP2627085 (GB)	KR101527087	KR102150089	US10187660
EP2627085 (IT)	KR101527443	KR102171380	US10205964
EP2627085 (NL)	KR101527444	KR102233888	US10244252
IDP000055563	KR101529475	KR102245490	US10321137
IDP00201810978	KR101666862	KR102253173	US10341661
JP5583840	KR101697153	KR102275730	US10560709
JP5612215	KR101697154	KR102332284	US10567782
JP5620641	KR101719346	KR102363426	US10575014
JP5674752	KR101719347	KR102424328	US10674169
JP5756537	KR101725818	KR102449190	US10848758

SISVEL AV1 LICENSE AGREEMENT

US10944962	US8867854	US9544595	US9781448
US10992956	US9118892	US9549204	US9819942
US11343490	US9154784	US9628799	US9838711
US11425370	US9225982	US9635363	US9838714
US11523133	US9369737	US9641845	US9860546
US8520729	US9407937	US9723311	US9942554
US8548060	US9497465	US9736484	

GE Video Compression, LLC

CN102893608	CN106231330	KR102175762	US10574982
CN102939750	CN106231334	KR102210983	US10587884
CN103404035	CN106231335	TWI711302	US10644719
CN105120287	CN106231338	TWI726635	US10748183
CN105872562	CN106358045	US10129549	US10855991
CN106028045	JP6849835	US10341668	US10856013
CN106067983	KR102023565	US10404272	US6795583
CN106231324	KR102163680	US10460344	
CN106231329	KR102166519	US10477223	

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.

CN103069800	EP2608540 (GB)	JP6625628	KR1927386
CN105939476	EP2608540 (IT)	JP6635551	KR1927387
CN106028037	EP2608540 (NL)	KR1581742	US10212422
CN106028038	EP2608540 (SE)	KR1650464	US10827174
CN106412587	JP6163176	KR1791163	US10939106
EP2608540 (DE)	JP6293943	KR1791164	US9699449
EP2608540 (ES)	JP6615922	KR1895362	US9838691
EP2608540 (FI)	JP6615923	KR1927384	
EP2608540 (FR)	JP6620181	KR1927385	

Sejong University

CN109314789

KR101440731

US10757406

US11272174

Intellectual Discovery

US11218725

Interdigital Video Technologies, Inc.
--

BRPI1011786-5	EP2449782 (GB)	EP3288268 (BE)	KR101378185
CA2587445	EP2449782 (GR)	EP3288268 (CH)	KR101526914
CN101138247	EP2449782 (HU)	EP3288268 (CZ)	KR101555327
CN101491099	EP2449782 (IT)	EP3288268 (DE)	KR101555617
CN101502120	EP2449782 (NL)	EP3288268 (DK)	KR101730200
CN101822056	EP2449782 (PL)	EP3288268 (ES)	KR101939016
CN101841721	EP2449782 (PT)	EP3288268 (FI)	KR101974656
CN102474274	EP2449782 (RO)	EP3288268 (FR)	KR102109244
CN102484709	EP2449782 (SE)	EP3288268 (GB)	KR1050828
CN102893606	EP2449782 (SK)	EP3288268 (GR)	KR1089738
CN104796717	EP2449782 (TR)	EP3288268 (HU)	MX260112
CN104853203	EP2465265 (AT)	EP3288268 (IT)	MX271415
CN104853207	EP2465265 (BE)	EP3288268 (NL)	MX273357
CN105263020	EP2465265 (CH)	EP3288268 (PL)	MX341507
CN105430398	EP2465265 (CZ)	EP3288268 (PT)	MY139467-A
CN1723706	EP2465265 (DE)	EP3288268 (RO)	MY173125-A
CN1843037	EP2465265 (DK)	EP3288268 (SE)	RU2595515
CN1843038	EP2465265 (ES)	EP3288268 (SK)	TH78351
EP1627359 (DE)	EP2465265 (FI)	EP3288268 (TR)	TWI538416
EP1627359 (FR)	EP2465265 (FR)	HK1212841	US10080024
EP1627359 (HU)	EP2465265 (GB)	HK1213402	US10721490
EP1813119 (DE)	EP2465265 (GR)	HK1222494	US10728575
EP1813119 (FR)	EP2465265 (HU)	IN221763	US2014205008
EP1813119 (GB)	EP2465265 (IT)	IN308108	US7466774
EP2050279 (DE)	EP2465265 (NL)	JP05052891	US8023567
EP2050279 (FR)	EP2465265 (PL)	JP5351020	US8085845
EP2050279 (GB)	EP2465265 (PT)	JP5801032	US8085846
EP2449782 (AT)	EP2465265 (RO)	JP5851987	US8363724
EP2449782 (BE)	EP2465265 (SE)	JP5918128	US8674859
EP2449782 (CH)	EP2465265 (SK)	JP6023044	US8681855
EP2449782 (CZ)	EP2465265 (TR)	JP6318136	US9117261
EP2449782 (DE)	EP2719182 (DE)	JP6415472	US9277243
EP2449782 (DK)	EP2719182 (FR)	JP6688341	US9510009
EP2449782 (ES)	EP2719182 (GB)	KR100992044	US9674556
EP2449782 (FI)	EP2719182 (NL)	KR101229942	ZA2008/10507
EP2449782 (FR)	EP3288268 (AT)	KR101274644	

JVCKENWOOD Corporation

CN103621087

CN105812806

CN107071428

JP05678818

CN105791834

CN105812807

JP05614381

JP5679019

SISVEL AV1 LICENSE AGREEMENT

JP5725107	JP5839144	TWI552578	US8938003
JP5725108	KR1588143	TWI562603	
JP5839094	KR1668575	TWI562604	
JP5839143	KR1729463	US10425657	

Koninklijke Philips N.V.

CN100502504	EP1590964 (PT)	EP2950543 (CY)	JP05061122
CN103957409	EP1590964 (RO)	EP2950543 (CZ)	JP05586756
CN103974064	EP1590964 (SE)	EP2950543 (DE)	JP05715665
CN103974065	EP1590964 (TR)	EP2950543 (DK)	JP06199462
CN1806439	EP1636987 (DE)	EP2950543 (ES)	JP06263590
EP1590964 (AT)	EP1636987 (ES)	EP2950543 (FI)	JP4734239
EP1590964 (BE)	EP1636987 (FR)	EP2950543 (FR)	JP4860156
EP1590964 (BG)	EP1636987 (GB)	EP2950543 (GB)	KR100994947
EP1590964 (CH)	EP1636987 (IT)	EP2950543 (HU)	KR101098300
EP1590964 (CZ)	EP1636987 (PL)	EP2950543 (IE)	KR964641
EP1590964 (DE)	EP1636987 (TR)	EP2950543 (IT)	US10021425
EP1590964 (DK)	EP1982524 (DE)	EP2950543 (LI)	US10027983
EP1590964 (ES)	EP1982524 (ES)	EP2950543 (MC)	US10070150
EP1590964 (FI)	EP1982524 (FR)	EP2950543 (NL)	US7421138
EP1590964 (FR)	EP1982524 (GB)	EP2950543 (PL)	US7480335
EP1590964 (GB)	EP1982524 (IT)	EP2950543 (PT)	US7574060
EP1590964 (HU)	EP1982524 (PL)	EP2950543 (RO)	US7679676
EP1590964 (IE)	EP2950543 (AT)	EP2950543 (SE)	US8005148
EP1590964 (IT)	EP2950543 (BE)	EP2950543 (TR)	US8774540
EP1590964 (LI)	EP2950543 (BG)	HUE025501T2	US9036715
EP1590964 (NL)	EP2950543 (CH)	IN222685	US9749660

KAIST & KBS

CN102369733	JP6846988	KR101648123	US9838719
CN105959689	JP6851263	KR101857583	US9838721
CN105959690	JP6851264	KR101857591	US9838722
CN105959691	JP6851265	KR101857598	US9888259
CN105959692	KR101250608	US10462494	
JP6164600	KR101644967	US11076175	
JP6164660	KR101644970	US9485512	

NTT

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

NTT Docomo, Inc.

AU2010228415	BRPI1011698-2	CA3000726	CN102362500
AU2016201339	CA2756419	CA3000728	CN104065961
AU2017265185	CA2921802	CN100495931	CN1264333

SISVEL AV1 LICENSE AGREEMENT

EP2268035(AT)	EP2268036 (FR)	JP3842803	SG10201400802
EP2268035(BE)	EP2268036 (GB)	JP5586101	TWI225360
EP2268035(CH)	EP2268036 (IT)	JP5779270	TWI232682
EP2268035(CZ)	EP2268036 (SE)	JP6000398	TWI244856
EP2268035(DE)	EP2268036 (TR)	JP6220023	TWI517676
EP2268035(DK)	EP2988500 (BE)	JP6405432	TWI563828
EP2268035(EE)	EP2988500 (CH)	KR100701810	TWI606717
EP2268035(ES)	EP2988500 (CZ)	KR101572462	TWI654876
EP2268035(FI)	EP2988500 (DE)	KR101700236	TWI699113
EP2268035(FR)	EP2988500 (ES)	KR101773990	US10063855
EP2268035(GB)	EP2988500 (FR)	KR101812122	US10158871
EP2268035(GR)	EP2988500 (GB)	KR101952726	US10284846
EP2268035(IE)	EP2988500 (IT)	KR102032771	US10284847
EP2268035(IT)	EP2988500 (LI)	KR102032772	US7596178
EP2268035(LI)	EP2988500 (NL)	MX330228	US8842728
EP2268035(LU)	EP2988500 (NO)	MX341365	US9031125
EP2268035(MC)	EP2988500 (PL)	MX354869	US9549186
EP2268035(NL)	EP2988500 (PT)	PH/1/2011/501792	US9826228
EP2268035(SE)	EP2988500 (RO)	RU2549170	VN16992
EP2268035(TR)	EP2988500 (SE)	RU2595754	VN24274
EP2268036 (CH)	EP2988500 (SK)	RU2639662	US10284848
EP2268036 (DE)	EP2988500 (TR)	RU2672185	US7190289
EP2268036 (EE)	ID P000046635	RU2694239	US7298303
EP2268036 (ES)	IN325405	RU2707713	
EP2268036 (FI)	JP3491001	RU2709165	

Orange S.A.

CN101375609	EP2255537 (FR)	EP2443835 (ES)	RU2553062
CN101790848	EP2255537 (GB)	EP2443835 (FR)	US10051283
CN101953166	EP2255537 (IT)	EP2443835 (GB)	US8611413
CN102067602	EP2279620 (DE)	EP2443835 (HU)	US8787685
CN102204256	EP2279620 (ES)	EP2443835 (IT)	US8787693
CN102484711	EP2279620 (FR)	EP2443835 (MK)	US8891628
CN102498718	EP2279620 (GB)	EP2443835 (PT)	US8917945
CN102804768	EP2279620 (IT)	EP2443835 (TR)	US8971648
EP1972156 (DE)	EP2359601 (DE)	IN272289	US9100038
EP1972156 (ES)	EP2359601 (ES)	IN302732	US9185425
EP1972156 (FR)	EP2359601 (FR)	JP5280860	US9549184
EP1972156 (GB)	EP2359601 (GB)	JP5498963	ZA201109188
EP1972156 (IT)	EP2359601 (IT)	JP5613561	ZA201200839
EP2255537 (DE)	EP2443835 (CY)	KR101359736	
EP2255537 (ES)	EP2443835 (DE)	RU2520425	

SK Planet Co., Ltd.

US10334271

SK Telecom Co., Ltd.

CN102362498	EP3119091 (BE)	KR1483688	US9137546
CN102598669	EP3119091 (CZ)	KR1487436	US9148660
CN102668565	EP3119091 (DE)	KR1527153	US9154809
CN102986219	EP3119091 (ES)	KR1533434	US9270996
CN103238327	EP3119091 (FR)	KR1534014	US9288495
CN103262538	EP3119091 (GB)	KR1534048	US9300981
CN104506875	EP3119091 (HU)	KR1534049	US9313525
CN104506876	EP3119091 (IT)	KR1537767	US9319714
CN104539957	EP3119091 (NL)	KR1544379	US9344731
CN104539974	EP3119091 (PL)	KR1544390	US9344732
CN104661026	EP3119091 (RO)	KR1557374	US9363531
CN104935934	EP3119091 (SE)	KR1567961	US9363532
CN104935935	EP3119091 (TR)	KR1567963	US9369714
CN104935939	EP3128755 (BE)	KR1567964	US9392300
CN104954799	EP3128755 (CZ)	KR1567982	US9420304
CN105072448	EP3128755 (DE)	KR1567986	US9445118
CN105072449	EP3128755 (ES)	KR1567990	US9473777
CN105163131	EP3128755 (FR)	KR1575605	US9479791
CN105611292	EP3128755 (GB)	KR1575616	US9491467
CN105828085	EP3128755 (HU)	KR1575634	US9510017
CN105847832	EP3128755 (IT)	KR1575635	US9521427
CN105847833	EP3128755 (NL)	KR1575638	US9532065
CN105847834	EP3128755 (PL)	KR1575645	US9549190
CN200980153379.7	EP3128755 (RO)	KR1582493	US9584810
CN201310285903.4	EP3128755 (SE)	KR1582495	US9609334
CN201310285909.1	EP3128755 (TR)	KR1582501	US9609335
CN201310285917.6	KR101279573	KR1590511	US9621895
CN201310286628.8	KR1302660	KR1608885	US9628815
EP2571269 (BE)	KR1314632	KR1608888	US9654798
EP2571269 (CZ)	KR1316710	KR1608895	US9674551
EP2571269 (DE)	KR1361005	KR1623124	US9781445
EP2571269 (ES)	KR1364195	KR1648910	US9787988
EP2571269 (FR)	KR1369174	KR1673028	US9794590
EP2571269 (GB)	KR1377527	KR1763113	US9838696
EP2571269 (HU)	KR1445835	KR1807170	US9854250
EP2571269 (IT)	KR1458471	US10298954	US9888248
EP2571269 (NL)	KR1464944	US8818114	US9955182
EP2571269 (PL)	KR1464949	US8976862	US9992510
EP2571269 (RO)	KR1479129	US8976863	
EP2571269 (SE)	KR1483174	US9070179	
EP2571269 (TR)	KR1483495	US9137545	

Telefonaktiebalaget LM Ericsson
--

AU2002353749	BRPI0214328	CN100380973	EP1449383 (BE)
AU2007219272	CA2467496	EP1449383 (AT)	EP1449383 (BG)

SISVEL AV1 LICENSE AGREEMENT

EP1449383 (CH)	EP1449383 (FI)	EP1449383 (LU)	IN218194
EP1449383 (CY)	EP1449383 (FR)	EP1449383 (MC)	JP4440640
EP1449383 (CZ)	EP1449383 (GB)	EP1449383 (NL)	KR100984612
EP1449383 (DE)	EP1449383 (GR)	EP1449383 (PT)	RU2307478
EP1449383 (DK)	EP1449383 (IE)	EP1449383 (SE)	ZA200403131
EP1449383 (EE)	EP1449383 (IT)	EP1449383 (SK)	
EP1449383 (ES)	EP1449383 (LI)	EP1449383 (TR)	

Toshiba Corporation

CN102763416	JP05525650	US9113138	US9294768
CN103024391	JP05526277	US9113139	US9392282
JP05323209	JP05597782	US9143777	VN16277
JP05432359	JP05696248	US9148659	VN17212
JP05432412	JP05908619	US9154779	

Xylene Holdings S.A.

CA2449924	HK1186031	RU2020107720	TWI571108
CA2554143	JP06312787	RU2523071	TWI581622
CA2632408	JP06605063	RU2549512	TWI601415
CA2685312	JP3807342	RU2573222	TWI688267
CA2686438	JP4211780	RU2597499	US10390011
CA2686449	JP4211873	RU2627101	US10412385
CA2756577	JP5486091	RU2654136	US10469839
CA2756676	JP6071922	RU2663374	US10554970
CA2795425	KR100585901	RU2680199	US7095344
CA2807566	KR100740381	RU2699049	US7388526
CA2809277	KR101389163	RU2706179	US7408488
CA2813232	KR101500914	RU2716032	US7518537
CA2991166	KR101540899	SG101613	US7859438
CA3033984	KR101554792	SG10201502226S	US7928869
CN100566179	KR101723282	SG10201506682S	US7994951
CN101060622	KR101817481	SG10201701439W	US8094049
CN101626244	KR101829594	SG10201707379S	US8188895
CN101626245	KR101914018	SG10201802064V	US8203470
CN101686059	KR102013093	SG147308	US8354946
CN101815217	MX315648	SG158846	US8604950
CN101841710	MX321449	SG158847	US9369730
CN103222265	MX322916	SG177782	US9894375
CN106454379	MX324042	SG180068	US9894376
CN106488249	MX326851	SG184528	US9900611
CN106713930	MX326852	SG186521	US9900612
CN106713931	MX326853	SG187281	US9973753
CN106998473	MX326854	SG187282	USRE41729
CN107046644	MX332789	SG189114	US7321323
CN1522497	MX332791	SG190454	
HK1140324	MX353107	TWI222834	
HK1144632	MX353109	TWI520617	

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.**