



SISVEL VP9 PATENT SUBLICENSE AGREEMENT BETWEEN SISVEL AND [_____]

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

WHEREAS, Dolby International AB, Electronics and Telecommunications Research Institute ("ETRI"), GE Video Compression LLC, Godo Kaisha IP Bridge 1, IDEA HUB, Inc., Industry Academy Cooperation Foundation of Sejong University ("Sejong University"), JVCKENWOOD Corporation, Koninklijke Philips NV, Korea Advanced Institute of Science and Technology ("KAIST") & Korean Broadcasting System ("KBS"), Nippon Telegraph and Telephone Corporation ("NTT"), 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 VP9 Specification;

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

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

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

NOW, THEREFORE, the Parties agree as follows:

1. Defined Terms

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

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

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

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

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

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

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

2. Release, Covenant and License

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

3. Payment of Compensation

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

and

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

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

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

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

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

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

3.2 [intentionally omitted]

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

4. Reporting

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

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

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

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

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

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

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

5. Representations and Warranties

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

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

6. Term and Termination

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

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

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

7. Confidentiality and Publicity

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

8. Miscellaneous

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

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

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

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

Sisvel International S.A.

[Licensee]

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date:

Signature:

Name:

Title:

Date:

Exhibit A

LICENSEE AFFILIATES

[]

Exhibit B

PATENTS LISTED PER VP9 PATENT OWNER

Dolby International AB

AU2002316666	EP1500197 (TR)	EP2259596 (NL)	JP5216071
AU2002316676	EP1562384 (AT)	EP2259596 (PT)	JP5222343
AU2007203288	EP1562384 (BE)	EP2259596 (SE)	JP5346908
AU2013200690	EP1562384 (DE)	EP2259596 (TR)	JP5506645
AU2013206639	EP1562384 (ES)	EP2278815 (DE)	JP5506903
AU2014204511	EP1562384 (FR)	EP2278815 (FR)	JP5506904
AU2014204513	EP1562384 (GB)	EP2278815 (GB)	JP5506905
AU2014268171	EP1562384 (IE)	HK1070223	KR100988984
AU2015218509	EP1562384 (IT)	HK1106376	KR101708982
AU2015218514	EP1562384 (NL)	HK1134615	KR101851477
AU2018200702	EP1562384 (PT)	HK1148152	KR102003549
BNRE/R/2013/0091	EP1562384 (SE)	HK1149663	KR10612785
CA2452504	EP1562384 (TR)	HK1149664	KR10751670
CA2452506	EP1727373 (DE)	HK1153596	KR10785588
CA2454867	EP1727373 (FR)	IN259767	KR10785589
CA2616751	EP1727373 (GB)	IN288863	MX249051
CA2706895	EP1838107 (AT)	JP3688248	MX277175
CA2989854	EP1838107 (BE)	JP3688283	MY-135724-A
CA2989883	EP1838107 (DE)	JP3688288	MY-154424-A
CA3001216	EP1838107 (ES)	JP3714944	MY-162999-A
CA3001227	EP1838107 (FR)	JP4094019	MY-170517-A
CA3011301	EP1838107 (GB)	JP4120989	MY-171283-A
CN100373791	EP1838107 (IE)	JP4339680	RU2613740
CN100542042	EP1838107 (IT)	JP4372019	SG10201508768W
CN107094252	EP1838107 (NL)	JP4372197	SG102730
CN1250003	EP1838107 (PT)	JP4565010	SG193680
CN1311691	EP1838107 (SE)	JP4666411	SG201303747-8
CNZL200510116499.3	EP1838107 (TR)	JP4666413	SG2013037486
CNZL200710087609.7	EP2239943 (DE)	JP4666414	TH41839
EP1425922 (AT)	EP2239943 (ES)	JP4666415	TWI268714
EP1425922 (BE)	EP2239943 (FI)	JP4672065	US10297008
EP1425922 (DE)	EP2239943 (FR)	JP4672074	US10362311
EP1425922 (ES)	EP2239943 (GB)	JP4672077	US10499058
EP1425922 (FR)	EP2239943 (IT)	JP4672078	US10728554
EP1425922 (GB)	EP2239943 (NL)	JP4717136	US6816552
EP1425922 (IE)	EP2239943 (SE)	JP4717137	US7319415
EP1425922 (IT)	EP2239943 (SK)	JP4717138	US7352812
EP1425922 (NL)	EP2239943 (TR)	JP4723022	US7450641
EP1425922 (PT)	EP2259596 (AT)	JP4723023	US7787542
EP1425922 (SE)	EP2259596 (BE)	JP4723024	US7894530
EP1425922 (TR)	EP2259596 (DE)	JP4723025	US7929610
EP1500197 (DE)	EP2259596 (ES)	JP4723026	US8401080
EP1500197 (ES)	EP2259596 (FR)	JP4723027	US8798173
EP1500197 (FR)	EP2259596 (GB)	JP4886985	US9294771
EP1500197 (GB)	EP2259596 (IE)	JP5178389	US9319694
EP1500197 (IT)	EP2259596 (IT)	JP5216070	US9380308

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US9661335	US9986249	US8873632	US9866834
USRE46924E	IN310087	US9549201	US9872024
CA2406459	US10080035	US9571855	USRE43628
US6728317	US8559513	US8767829	USRE44497
US6507618	US8699572	US8995528	USRE46482
US8576907	US8761257	US10178386	USRE47202
US8594188	US8942285	US10257511	
US9667957	US8379720	US9344730	
US10110908	US8526496	US9407913	

ETRI

CA2826157	KR101725818	KR1356448	US10178393
CN103384333	KR101809728	KR1412176	US10244252
CN103583044	KR101809729	KR1428030	US10321137
CN104219523	KR101809730	KR1461496	US10341661
CN104488270	KR101809731	KR1461497	US10499064
CN107623857	KR101854640	KR1461498	US10575014
CN107888929	KR101857755	KR1461499	US10917647
IDP000055563	KR101874015	KR1477771	US10992956
IDP00201810978	KR101894557	KR1605852	US11330274
JP5911890	KR101947142	KR1726276	US11523133
JP6203878	KR101973563	KR1797055	US8548060
JP6550429	KR101973571	KR1894407	US8867854
KR100882949	KR102046520	KR1975254	US9154784
KR101095938	KR102046521	RU2586017	US9225982
KR101424220	KR102046522	TWI563836	US9369737
KR101527085	KR102046523	TWI596935	US9407937
KR101527086	KR102148466	TWI612799	US9497465
KR101527087	KR102150089	TWI619378	US9628799
KR101527443	KR102171380	TWI619379	US9635363
KR101527444	KR102245490	TWI621353	US9641845
KR101651594	KR102253173	TWI651962	US9723311
KR101697153	KR102275730	TWI651963	US9736484
KR101697154	KR102332284	TWI653877	US9819942
KR101718886	KR102363426	TWI662831	US9854249
KR101720622	KR102439871	US10038907	US9942554

GE Video Compression, LLC

BR122020004415	CN108471534	KR101607426	US10129549
CN103299623	CN108471537	KR101951413	US10148968
CN105120287	CN108471538	KR102023565	US10248966
CN106231329	CN108777793	KR102023566	US10460344
CN106231330	HK1242497	KR102079664	US10477223
CN106231334	HK1242880	KR102145722	US10587884
CN106231338	HK1243254	TWI513277	US10672028
CN107071487	JP6700342	TWI644561	US10750191
CN107071489	JP6856554	TWI711302	
CN107071491	KR101527666	TWI713356	US10812811
CN107071492	KR101605163	US10123025	

Godo Kaisha IP Bridge 1

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

IDEAHUB Inc.

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

Sejong University

KR101440731

JVCKENWOOD Corporation

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

Koninklijke Philips N.V.

US8774540

KAIST & KBS

CN102369733	JP6164600	KR101250608	KR101857591
CN105959689	JP6164660	KR101644967	KR101857598
CN105959690	JP6846988	KR101644970	KR102062894
CN105959691	JP6851263	KR101648123	
CN105959692	JP6851264	KR101785431	
CN106101705	JP6851265	KR101857583	

NTT

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

Orange S.A.

CN101790848	EP2443835 (ES)	EP2443835 (MK)	US8891628
CN102498718	EP2443835 (FR)	EP2443835 (PT)	ZA201109188
CN102804768	EP2443835 (GB)	EP2443835 (TR)	
EP2443835 (CY)	EP2443835 (HU)	RU2553062	
EP2443835 (DE)	EP2443835 (IT)	US10051283	

SK Planet Co., Ltd.

US10334271

SK Telecom Co., Ltd.

CN102273206	EP3119091 (DE)	KR1445835	US9070179
CN102362498	EP3119091 (ES)	KR1458471	US9137546
CN102598669	EP3119091 (FR)	KR1464944	US9148660
CN102986219	EP3119091 (GB)	KR1464949	US9154809
CN103297784	EP3119091 (HU)	KR1479129	US9363531
CN103297785	EP3119091 (IT)	KR1483174	US9369714
CN103327338	EP3119091 (NL)	KR1483495	US9392300
CN103354614	EP3119091 (PL)	KR1487436	US9420304
CN104506875	EP3119091 (RO)	KR1534014	US9445118
CN104506876	EP3119091 (SE)	KR1537767	US9479791
CN104539957	EP3119091 (TR)	KR1544379	US9491467
CN104539974	EP3128755 (BE)	KR1544390	US9532065
CN104935939	EP3128755 (CZ)	KR1567963	US9549190
CN105072448	EP3128755 (DE)	KR1567964	US9565444
CN105072449	EP3128755 (ES)	KR1567990	US9584810
CN105163131	EP3128755 (FR)	KR1575605	US9609334
EP2571269 (BE)	EP3128755 (GB)	KR1575616	US9609335
EP2571269 (CZ)	EP3128755 (HU)	KR1575634	US9621895
EP2571269 (DE)	EP3128755 (IT)	KR1575635	US9628815
EP2571269 (ES)	EP3128755 (NL)	KR1575638	US9654798
EP2571269 (GB)	EP3128755 (PL)	KR1575645	US9674551
EP2571269 (HU)	EP3128755 (RO)	KR1582493	US9781445
EP2571269 (IT)	EP3128755 (SE)	KR1582495	US9787988
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EP2571269 (PL)	KR101279573	KR1608885	US9838696
EP2571269 (RO)	KR1302660	KR1608888	US9854250
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EP2571269(FR)	KR1364195	US10298954	
EP3119091 (BE)	KR1369174	US8818114	
EP3119091 (CZ)	KR1377527	US8976863	

Telefonaktiebalaget LM Ericsson

AU2002353749	EP1449383 (CY)	EP1449383 (GR)	EP1449383 (SK)
AU2007219272	EP1449383 (CZ)	EP1449383 (IE)	EP1449383 (TR)
BRPI0214328	EP1449383 (DE)	EP1449383 (IT)	IN218194
CA2467496	EP1449383 (DK)	EP1449383 (LI)	JP4440640
CN100380973	EP1449383 (EE)	EP1449383 (LU)	KR100984612
EP1449383 (AT)	EP1449383 (ES)	EP1449383 (MC)	RU2307478
EP1449383 (BE)	EP1449383 (FI)	EP1449383 (NL)	ZA200403131
EP1449383 (BG)	EP1449383 (FR)	EP1449383 (PT)	
EP1449383 (CH)	EP1449383 (GB)	EP1449383 (SE)	

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.

CA2795425	KR101554792	RU2020107720	SG189114
CA2813232	KR101723282	RU2523071	TWI520617
CA2991166	KR101817481	RU2549512	TWI571108
CN103222265	KR101829594	RU2573222	TWI581622
CN106454379	KR101914018	RU2597499	TWI601415
CN106488249	KR102013093	RU2627101	TWI688267
CN106713930	MX315648	RU2654136	US10390011
CN106713931	MX321449	RU2663374	US10412385
CN106998473	MX322916	RU2680199	US10469839
CN107046644	MX324042	RU2699049	US10554970
HK1186031	MX326851	RU2706179	US9369730
JP06312787	MX326852	RU2716032	US9894375
JP06605063	MX326853	SG10201502226S	US9894376
JP5486091	MX326854	SG10201506682S	US9900611
JP6071922	MX332789	SG10201701439W	US9900612
KR101389163	MX332791	SG10201707379S	US9973753
KR101500914	MX353107	SG10201802064V	
KR101540899	MX353109	SG184528	