

## SISVEL VP9 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"), 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"), 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 **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.
- 1.12 “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, 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 **Attachment 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 **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> (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"), 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"), 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 **Attachment 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 **Attachment 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 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 (**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 VP9 Patents granted under Section 2.2 ; and
  - 3.1.2.2 The royalties amount payable pursuant to Section 3.1.2.3 below for all calendar quarter(s) become due after the Effective Date of this Agreement; and
  - 3.1.2.3 A quarterly payment of running royalties for each VP9 Product Made and/or Sold in the preceding quarter, the due amount for each quarter to be determined on the basis of VP9 Products Made and/or Sold under the VP9 Patents as reported per Article 4 infra, in accordance with the following royalty rate:

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

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

## **8. Confidentiality and Publicity**

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- 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**

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- 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><b>Sisvel International S.A.</b>                  VP9 Program Manager                  6, Avenue Marie Thérèse                  L-2132 Luxembourg                  Grand Duchy of Luxembourg</p> <p>E-mail to: <a href="mailto:videocoding@sisvel.com">videocoding@sisvel.com</a>                  with cc: <a href="mailto:notice@sisvel.com">notice@sisvel.com</a>                  Fax: +352 28 22 50 40</p>	<p>for Licensee:</p> <p>&lt;Company name&gt;                  &lt;Company representative&gt;                  &lt;Company address&gt;                  &lt;Company address&gt;                  &lt;Company country&gt;</p> <p>E-mail to: &lt;<a href="#">Representative's email address</a>&gt;                  Fax: &lt;Company fax number&gt;</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.

*[signature page follows]*

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

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### LICENSEE AFFILIATES

[...]

## Attachment B

## PATENTS LISTED PER VP9 PATENT OWNER

## Dolby International AB

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

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US8798173	US8594188	US8379720	US9407913
US9294771	US9667957	US8526496	US9407914
US9319694	US10110908	US8542738	US9503759
US9380308	US10158865	US8737472	US9866834
US9584816	US9497471	US8873632	US9872024
US9654783	US9986249	US9549201	USRE43628
US9661335	IN310087	US9571855	USRE44497
USRE46924E	US10080035	US8767829	USRE46482
CA2406459	US8559513	US8995528	USRE47202
US6728317	US8699572	US10178386	
US6507618	US8761257	US10257511	
US8576907	US8942285	US9344730	

**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	CN107071489	HK1242880	KR102023565
CN103299623	CN107071491	HK1243254	KR102023566
CN105120287	CN107071492	JP6700342	KR102079664
CN106231329	CN108471534	JP6856554	KR102145722
CN106231330	CN108471537	KR101527666	TWI513277
CN106231334	CN108471538	KR101605163	TWI644561
CN106231338	CN108777793	KR101607426	TWI711302
CN107071487	HK1242497	KR101951413	TWI713356



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US10123025	US10248966	US10587884	US10812811
US10129549	US10460344	US10672028	
US10148968	US10477223	US10750191	

**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

**Interdigital Video Technologies, Inc.**

BRPI1011786-5	EP2449782 (ES)	EP2465265 (BE)	EP2465265 (RO)
CN101491099	EP2449782 (FI)	EP2465265 (CH)	EP2465265 (SE)
CN102474274	EP2449782 (FR)	EP2465265 (CZ)	EP2465265 (SK)
CN102484709	EP2449782 (GB)	EP2465265 (DE)	EP2465265 (TR)
CN102893606	EP2449782 (GR)	EP2465265 (DK)	EP2719182 (DE)
CN104796717	EP2449782 (HU)	EP2465265 (ES)	EP2719182 (FR)
CN104853203	EP2449782 (IT)	EP2465265 (FI)	EP2719182 (GB)
CN104853207	EP2449782 (NL)	EP2465265 (FR)	EP2719182 (NL)
CN105263020	EP2449782 (PL)	EP2465265 (GB)	EP3288268 (AT)
EP2449782 (AT)	EP2449782 (PT)	EP2465265 (GR)	EP3288268 (BE)
EP2449782 (BE)	EP2449782 (RO)	EP2465265 (HU)	EP3288268 (CH)
EP2449782 (CH)	EP2449782 (SE)	EP2465265 (IT)	EP3288268 (CZ)
EP2449782 (CZ)	EP2449782 (SK)	EP2465265 (NL)	EP3288268 (DE)
EP2449782 (DE)	EP2449782 (TR)	EP2465265 (PL)	EP3288268 (DK)
EP2449782 (DK)	EP2465265 (AT)	EP2465265 (PT)	EP3288268 (ES)

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EP3288268 (FI)	EP3288268 (SE)	JP6688341	US10021412
EP3288268 (FR)	EP3288268 (SK)	KR101378185	US10080024
EP3288268 (GB)	EP3288268 (TR)	KR101730200	US10721490
EP3288268 (GR)	HK1212841	KR101939016	US10728575
EP3288268 (HU)	HK1213402	KR101974656	US8363724
EP3288268 (IT)	JP5351020	KR102109244	US8674859
EP3288268 (NL)	JP5851987	MX341507	US9510009
EP3288268 (PL)	JP5918128	MY173125-A	
EP3288268 (PT)	JP6023044	RU2595515	
EP3288268 (RO)	JP6415472	TWI538416	

**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

<b>SK Telecom Co., Ltd.</b>
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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
EP2571269 (NL)	EP3128755 (TR)	KR1590511	US9794590
EP2571269 (PL)	KR101279573	KR1608885	US9838696
EP2571269 (RO)	KR1302660	KR1608888	US9854250
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EP2571269 (TR)	KR1316710	KR1648910	US9992510
EP2571269(FR)	KR1364195	US10298954	
EP3119091 (BE)	KR1369174	US8818114	
EP3119091 (CZ)	KR1377527	US8976863	

<b>Telefonaktiebalaget LM Ericsson</b>
----------------------------------------

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
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EP1449383 (BG)	EP1449383 (FR)	EP1449383 (PT)	
EP1449383 (CH)	EP1449383 (GB)	EP1449383 (SE)	

<b>Toshiba Corporation</b>
----------------------------

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

US9392282

VN16277

VN17212

<b>Xylene Holdings S.A.</b>
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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	

## Attachment C

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### 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.**