



## SISVEL AV1 PATENT SUBLICENSE AGREEMENT BETWEEN SISVEL AND [\_\_\_\_\_]

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

WHEREAS, B1 Institute of Image Technology, Inc., Dolby International AB, Dolby Video Compression, LLC (formerly GE Video Compression, LLC), Electronics and Telecommunications Research Institute ("ETRI"), Godo Kaisha IP Bridge 1, IDEAHUB, Inc., Industry Academy Cooperation Foundation of Sejong University ("Sejong University"), Intellectual Discovery, JVCKENWOOD Corporation, Koninklijke Philips NV, Korea Advanced Institute of Science and Technology ("KAIST") & Korean Broadcasting System ("KBS"), Nippon Telegraph and Telephone Corporation ("NTT"), NTT Docomo, Inc., Orange S.A., RAI – Radiotelevisione Italiana S.p.A ("RAI"), SK Planet Co., Ltd., SK Telecom Co., Ltd., Toshiba Corporation and Xylene Holding S.A., are the owners of certain patents, which contain claims that are believed in good faith to be necessary for compliance with the AV1 Specification;

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

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

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

NOW, THEREFORE, the Parties agree as follows:

### **1. Defined Terms**

- 1.1 "AV1 Field" means only the AV1 functionality, or the portion implementing such AV1 functionality of a AV1 Product and only such functionality or portion implementing such functionality (and for clarification and without limitation no other codec functionality), for receiving, transmitting, and/or processing signals that are compliant with the AV1 Specification or any part thereof. In addition to the foregoing, and subject to the preceding sentence, AV1 Products within the AV1 Field do not include integrated circuits, components or other Intermediate Products requiring substantial additional industrial and/or manufacturing processing to implement the AV1 user equipment functionality.
- 1.2 "AV1 Patents" shall mean any and all enforceable claims, but only such claims, included in patents Held by AV1 Patent Owners or their Patent Owners Affiliates, that are necessarily infringed or used when implementing the AV1 Specification, or any portion of the AV1 Specification under the laws of the country which issued or published such Patent, including

but not limited to those patents listed in **Exhibit B**. The scope of the rights granted to Licensee under this Agreement with regard to the “AV1 Patents” is strictly limited to the AV1 Field as implemented in any AV1 Product. Any amendments to the list of AV1 Patents in **Exhibit B** shall be effective upon the posting of the relevant new **Exhibit B** on the Licensor’s website <https://www.sisvel.com/licensing-programs/audio-and-video-coding-decoding/video-coding-platform/patents> (AV1 Patent Brochure) and such posting shall constitute notice to Licensee.

- 1.3 “AV1 Patent Owners” means B1 Institute of Image Technology, Inc., Dolby International AB, Dolby Video Compression, LLC (formerly GE Video Compression, LLC), Electronics and Telecommunications Research Institute (“ETRI”), Godo Kaisha IP Bridge 1, IDEAHUB, Inc., Industry Academy Cooperation Foundation of Sejong University (“Sejong University”), Intellectual Discovery, JVCKENWOOD Corporation, Koninklijke Philips NV, Korea Advanced Institute of Science and Technology (“KAIST”) & Korean Broadcasting System (“KBS”), Nippon Telegraph and Telephone Corporation (“NTT”), NTT Docomo, Inc., Orange S.A., RAI – Radiotelevisione Italiana S.p.A. (“RAI”), SK Planet Co., Ltd., SK Telecom Co., Ltd., Toshiba Corporation and Xylene Holding S.A., which Hold the AV1 Patents as per **Exhibit B**.
- 1.4 “AV1 Products” means any finished hardware or products designed or suitable without further modification for private, non-commercial consumer use that are conform to or practice all or any part of the AV1 Specification, including products sold as multiple pieces designed for consumers. AV1 Products shall include, but are not limited to, mobile telephones, tablets and other handheld devices, Smart TVs, set-top boxes, personal computers and video streaming players practicing the AV1 Specification. AV1 Products shall not include Intermediate Products.
- 1.5 “AV1 Specification” means the document ‘AV1 Bitstream & Decoding Process Specification’ as available from the Alliance for Open Media (<http://aomedia.org/>); the latest version (1.0.0 with Errata 1) has been published on January 8, 2019, and is available under the following link <https://aomediacodec.github.io/av1-spec/av1-spec.pdf> or any new version thereof during the Term of the Agreement; and including all annexes and references of the AV1 Specification. It is understood and accepted that the AV1 Specification may be updated or amended if any subsequent new specification or amendment of existing specification is released, in which case the addition of a new specification or change of existing specification may be based on an amendment of the terms of this Section 1.5.
- 1.6 “Compensation” means the overall payment due by Licensee as described in Section 3.1.
- 1.7 “Compliant Rate” means the reduced royalty rate per AV1 Product in case Licensee is in full compliance with its obligations under this Agreement. Full compliance means in particular but not limited to Licensee having submitted all relevant royalty statements timely, and having fulfilled its relevant payment obligations in connection with such statements for all relevant AV1 Products, and such royalty statements are true, complete and accurate in every respect.

- 1.8 “Consumer Display Device” means any AV1 Product that contain any component, device, instrument, apparatus or processing means that are capable of enabling visual demonstration or presentation of data and/or image(s), such as but not limited to smartphones, tablets, computer pads, notebooks, computers, convertibles, televisions, in-vehicle entertainment systems, wearable technologies, interactive technologies such as virtual reality and/or augmented reality devices and projectors etc., photo cameras (with display), video cameras (with display).
- 1.9 “Consumer Non-Display Device” means any AV1 Product that does not qualify as Display Device, such as but not limited to set-top-boxes, video and gaming consoles, dongles, decoders and players, home theatres and streaming media players, photo cameras (without display), video cameras (without display), desktop PCs and graphics cards.
- 1.10 “Extended Agreement” means the possible further/extended agreement between the Parties with regard to Post-Term Units in an Extended Term as set forth in Section 6.2.
- 1.11 “Extended Term” means the term after the Initial Term as further defined in Section 6.2.
- 1.12 “Have Made” means a product made by a third party for the sole use and benefit of Licensee and/or Licensee Affiliate(s) (the third party being the “Have Made Producer”), provided that such products have been made by the Have Made Producer solely for the resale by Licensee and/or Licensee Affiliate(s), excluding each and every product that is resold by Licensee and/or Licensee Affiliate(s) to the Have Made Producer, its affiliates or any party to which the Have Made Producer is an affiliate. For the avoidance of doubt, such Have Made Producer shall not be allowed to sell Have Made products to parties other than Licensee and/or Licensee Affiliate(s) neither directly nor through Licensee and/or any of its Licensee Affiliate(s).
- 1.13 “Hold” or “Held” or any similar variation of such term with respect to any AV1 Patent shall mean possession of the right to grant rights and releases under the AV1 Patents without the consent of any third party, as of January 1, 2020.
- 1.14 “Initial Term” means the period as described in Section 6.1.
- 1.15 “Intermediate Products” means components and subassemblies of AV1 Products Made or Sold as standalone items and not incorporated in AV1 Products at the time they were Made or Sold, such as, without limitation, chipsets, semiconductor components, embedded modules and firmware components.
- 1.16 “Licensee Affiliate” shall mean an entity which, on or after the Effective Date, directly or indirectly, controls, is controlled by or is under common control with Licensee, for so long as each such control exists, as well as those companies identified in **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.

- 1.17 “Licensee’s AV1 Patents” has the meaning set forth in Section 6.5.
- 1.18 “Make”, “Made” or any similar variation of such term means made, manufactured, used, practiced, developed and/or Have Made.
- 1.19 “Necessary Records” means the books and records as described in Section 4.9.
- 1.20 “Past Use” means VP9 Products Made and/or Sold by Licensee or Licensee Affiliates prior to the Effective Date.
- 1.21 “Patent Owner Affiliates” are entities directly or indirectly controls a AV1 Patent Owner, is controlled by such AV1 Patent Owner or is under common control with such AV1 Patent Owner, for so long as each such control exists, whereas the term “control” as used in this Section 1.21 shall mean directly or indirectly (i) holding more than fifty percent (50%) of the outstanding stock or other voting rights entitled to elect directors of an entity; (ii) holding the ability to appoint or elect more than fifty percent (50%) of the board of directors (or persons exercising similar functions at any meeting representing all shareholders, parties, members, or other equity holders of an entity); or (iii) in the case of an entity without a governing body equivalent to a board of directors, holding an economic or other interest carrying the right to receive more than fifty percent (50%) of the profits of the entity. For the purpose of this Agreement, Patent Owner Affiliate shall not include NTT Docomo Inc. with respect to Nippon Telegraph and Telephone Corporation and vice versa.
- 1.22 “Post-Term Units” means AV1 Products Made and/or Sold by Licensee after the Initial Term.
- 1.23 “Product Category” means Consumer Display Device and/or Consumer Non-Display Device.
- 1.24 “Sale”, “Sell”, “Sold” or any similar variation of such term means export, offer to sell, sell, distribute, lease or and/or otherwise dispose of.
- 1.25 “Standard Rate” means the standard royalty rate per AV1 Product in case Licensee is not in full compliance with its obligations under this Agreement. Such Standard Rate applies with immediate effect from the first day of the reporting period to which the occurrence of such non-compliance relates until such moment that Licensor confirms in writing to Licensee that Licensee’s non-compliance has been remedied in full.
- 1.26 “Term” means the term as described in Article 6 of this Agreement.
- 1.27 “Territory” means worldwide, however, limited to the scope of territorial protection of each of the AV1 Patents.

## 2. Release, Covenant and License

- 2.1 All rights granted under the AV1 Patents according to this Agreement are non-exclusive, non-transferrable and limited to the use of the AV1 Field and to the Territory for the Term and shall only include AV1 Products Made by or for Licensee and its Affiliates and/or Sold by Licensee and its Affiliates.
- 2.2 Subject to Licensee's full compliance with the payment obligations in Article 3 and the further obligations set forth in this Agreement, Licensor hereby releases, acquits, and forever discharges Licensee and Licensee Affiliates listed in **Exhibit A** from any and all claims of infringement of the AV1 Patents arising out of the reported individual AV1 Products Made and/or Sold before the Effective Date as per such reported royalty statement(s) attached to this Agreement, if any. Licensor covenants not to sue Licensee, its successors and Licensee Affiliates as well as any downstream customers or end-users, from liability for infringement of any of the AV1 Patents for Past Use. The release and covenant not to sue in accordance with this Section 2.2 are neither in force nor effect if this Agreement is terminated by Licensor, where Licensor will have the right to sue and otherwise seek and obtain compensation from Licensee for any Past Use, without limitation as to the time for bringing any such suit. Licensor relied on Licensee's ongoing performance of its obligations under this Agreement in providing the release and covenant of this Section 2.2.
- 2.3 Subject to Licensee's full compliance with the applicable payment obligations in Article 3 and the further applicable obligations set forth in this Agreement, Licensor hereby grants to Licensee a royalty bearing license to use, Make and/or Sell AV1 Products under the AV1 Patents.
- 2.4 Licensee understands that it is free to negotiate releases, covenants and licenses, also for separate portions of the AV1 Patents Held by one or more of the AV1 Patent Owners on a bilateral basis, subject to different terms and conditions. However, Licensee wishes to obtain the release, covenant and license for the AV1 Patents in a joint approach from all AV1 Patent Owners at once, as subject to this Agreement.

## 3. Payment of Compensation

- 3.1 Licensee shall make the following non-refundable and non-recoupable payments to Licensor (deemed subject to the definition of "Compensation"):
  - 3.1.1 The amount of Five Thousand Euros and Zero Cents (**5,000.00 EUR**) as an entrance fee; and
    - 3.1.1.1 The amount of [\_\_\_\_\_] Euros (**EUR \_\_\_\_\_**) for Past Use covenant under the VP9 Patents granted under Section 2.2; and
    - 3.1.1.2 The royalties amount payable pursuant to Section 3.1.1.3 below for all calendar quarter(s) become due after the Effective Date of this Agreement; and

- 3.1.1.3 A quarterly payment of running royalties for each AV1 Product Made and/or Sold in the preceding quarter, the due amount for each quarter to be determined on the basis of AV1 Products Made and/or Sold under the AV1 Patents as reported per Article 4 infra, in accordance with the following royalty rate:

<b>Product Category</b>	<b>Consumer Display Devices</b>	<b>Consumer Non-Display Devices</b>
<b>AV1 Standard Rate</b>	EUR 0.32 (thirty-two Eurocents)	EUR 0.11 (eleven Eurocents)
<b>AV1 Compliant Rate</b>	EUR 0.24 (twenty-four Eurocents)	EUR 0.08 (eight Eurocents)

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

3.2 [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 AV1 Products Made and/or Sold by Licensee and/or Licensee Affiliates in the preceding calendar quarter and the following details for each shipment or delivery of the relevant AV1 Products: the model number, product type, the brand or trademark on the product, the full name of the customer, the country of Sale, the full name of the manufacturer (or the direct supplier, as the case may be), the country of manufacture and/or Sale. Licensee shall submit the full royalty statement in accordance with this Section 4.1, in a file type specified by Licensor via e-mail to the address [videocoding.reporting@sisvel.com](mailto:videocoding.reporting@sisvel.com). Upon request from Licensor, Licensee shall render to Licensor the above full royalty statement in electronic format through an extranet or other internet website established for such purpose by Licensor. Licensee shall provide to Licensor

all such full royalty statements for all the calendar quarters become due after the Effective Date of this Agreement in accordance with this Section 4.1 on or before Licensee's signature of this Agreement.

- 4.2 If Licensee or any Licensee Affiliates purchase or otherwise obtain licensed AV1 Products from a third party that is licensed by Licensor or the AV1 Patent Owners to Make and/or Sell AV1 Products under the AV1 Patents, and such third party has: (a) timely fulfilled its royalty payment obligations under such license for all such AV1 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 AV1 Products prior to such AV1 Products being purchased or otherwise obtained from that third party by Licensee, then Licensee shall have no royalty obligation under this Agreement for such AV1 Products.
- 4.3 If Licensee Sells AV1 Products to a third party that is licensed by Licensor or all the AV1 Patent Owners to Make and/or Sell AV1 Products under the AV1 Patents within the AV1 Field, Licensee shall have the royalty payment obligation under this Agreement for such AV1 Products Sold to such third party, unless: (a) the third party is a licensee in good standing of Licensor or all the AV1 Patent Owners, as the case may be, and has fulfilled all its obligations under such license at the time Licensee Sells said AV1 Products to the third party; and (b) the third party provides Licensor with a written declaration, subject to written confirmation by Licensor, stating that it will be responsible for paying the royalties for such AV1 Products prior to such AV1 Products being Sold to that third party by Licensee; and (c) the third party timely pays all the relevant due royalties on such AV1 Products to Licensor or all said AV1 Patent Owners, as the case may be.
- 4.4 The AV1 Products for which Licensee has no royalty payment obligation according to Sections 4.2 and 4.3 will not be considered when calculating the Compensation due by Licensee according to Section 3.1.1.3.
- 4.5 It is understood and agreed that in all cases other than described to the contrary under Sections 4.2 and 4.3 Licensee has the obligation to pay royalties for such AV1 Products according to the terms of this Agreement. For the avoidance of doubt, any (partial) exhaustion of patent rights shall not apply insofar any products Made for and/or Sold to any third party for which a royalty has not been paid, regardless of whether such third party is subject to obligations of a license agreement under the relevant AV1 Patents for AV1 Products and shall therefore not affect the responsibility of Licensee to pay royalties to Licensor under this Agreement with respect to such unlicensed products.
- 4.6 Licensee shall separately report in the royalty statements as per Section 4.1 the total number of units of AV1 Products that Licensee and/or Licensee Affiliates Made for or Sold to a third party licensed with respect to such products under the relevant AV1 Patents in the preceding calendar quarter provided that no royalty for such products is due by Licensee pursuant to Sections 4.2 and 4.3, and, the following details for each shipment or delivery of the relevant AV1 Products: the model number, a brief description of the product or product type, the brand or trademark on the product (if any), the full name of the customer, the country of Sale,

the full name of the manufacturer (or the direct supplier, as the case may be), the country of manufacture and/or Sale.

- 4.7 Upon request from Licensor, Licensee will provide documentation sufficient to demonstrate that any Product listed in the report as per Section 4.6 were purchased from or Sold to a licensed third party including, but not limited to, invoices showing such purchase or Sale. If Licensee fails to provide Licensor with such documentation within thirty (30) days of Licensor's request, Licensee will pay the due royalties for all such Products for which no such documentation has been provided to Licensor within fifteen (15) days after the date of Licensee's failure.
- 4.8 Licensor shall not disclose any of the information comprised in the royalty reports provided by Licensee or Licensee Affiliates under this Agreement to any third party, except: (a) Licensor's affiliates are not considered third parties; (b) if such disclosure was done in an aggregated form, anonymizing any third party information; (c) as provided for in this Agreement or with the prior written consent of Licensee or Licensee Affiliate; (d) to any governmental body specifically requiring such disclosure (e.g. customs for verification of license compliance to prevent seizure of goods); (e) for the purposes of disclosure in connection with any possible financial or regulatory filings, reports or disclosures that may be required under applicable laws or regulations; (f) to a Party's accountants, legal counsel, tax advisors and other financial and legal advisors, subject to obligations of confidentiality and/or privilege at least as stringent as those contained herein; (g) if disclosure is demanded by a subpoena, order from a court or governmental body, or as may otherwise be required by law or regulation, and, if legally possible, subject to protective order or written agreement between counsel that such disclosure shall be limited to "Attorneys' Eyes Only"; and, in the case disclosure is pursuant to a protective order, such protective order shall provide, to the extent practicable, that any disclosure under a protective order would be protected under an "Attorneys' Eyes Only" or higher confidentiality designation; (h) if the information is obtained from another source than the royalty reports; or (i) if the information is made publicly available by Licensee.
- 4.9 Licensee and Licensee Affiliates shall keep and maintain accurate and detailed books and records in paper or electronic form including, but not limited to, all books and records related to the organization chart showing the relationship of Licensee and all Licensee Affiliates and all production, purchases, stocks, deliveries, technical specifications of all products, and sales records related to AV1 Products (all books and records collectively referred to as "Necessary Records"). Necessary Records pertaining to a particular royalty reporting period, including Necessary Records relating to the Making and/or Selling of any AV1 Products, shall be maintained for five (5) years after the expiry of the Term.
- 4.10 Licensor shall have the right to audit Licensee's and Licensee Affiliates' Necessary Records once per calendar year for verification of the amount of AV1 Products actually Made and/or Sold during the Term in comparison to the amounts reported as Made and/or Sold according to Article 4. 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 AV1 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 AV1 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.

## **5. Representations and Warranties**

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- 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 AV1 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 AV1 Patents; or (c) a warranty or representation by Licensor that the AV1 Patents include all patents necessary for compliance with the relevant AV1 Specification throughout the world.
- 5.3 Each Party represents and warrants that this Agreement and the transactions contemplated hereby do not violate or conflict with or result in a breach under any other agreement to which it is subject as a party or otherwise.
- 5.4 Each Party represents and warrants that, in executing this Agreement, it does not rely on any promises, inducements, or representations made by the other Party or any third party with respect to this Agreement or any other business dealings with the other Party or any third party, now or in the future except those expressly set forth herein.
- 5.5 Each Party represents and warrants that it is not presently the subject of a voluntary or involuntary petition in bankruptcy or the equivalent thereof, does not presently contemplate filing any voluntary petition, and does not presently have reason to believe that an involuntary

petition will be filed against it.

- 5.6 Other than the express warranties set forth in this Article 5, the Parties make NO OTHER WARRANTIES, EXPRESS OR IMPLIED.

## **6. Term and Termination**

- 6.1 This Agreement is effective as of the Effective Date and will be in force and effect for a term of five 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 AV1 Products, unless Licensee and its Licensee Affiliates has/have otherwise acquired separate licenses under the AV1 Patents.
- 6.3 In the event of a material breach of Licensee, Licensor has the right to terminate this Agreement with immediate effect. In such event, Licensee, on behalf of itself and its Licensee Affiliates, represents and warrants that at the time of said termination of this Agreement, Licensee and Licensee Affiliates shall immediately cease to Make and/or Sell AV1 Products unless Licensee and/or Licensee Affiliates have otherwise acquired separate licenses under the AV1 Patents.
- 6.4 In the event of failure of Licensee to report royalties, provide due assistance and/or make payment for any due amounts, Licensee shall have thirty (30) days to remedy such failure, of which failure Licensor shall provide notice, until such failure shall be considered material breach. In the event aforementioned types of failure occur multiple times within the Term, Licensor may consider this a material breach with no further right for Licensee to remedy.
- 6.5 Licensor has a right to terminate the rights granted to Licensee under this Agreement with immediate effect in case that Licensee or any of Licensee's Affiliates asserts and/or has asserted a claim or brings a claim in a lawsuit or other proceeding against AV1 Patent Owner and/or Patent Owner Affiliates that any products of AV1 Patent Owner and/or Patent Owner Affiliates infringe any patents or patent applications owned or controlled by Licensee and/or Licensee's Affiliate, and such patent having at least one claim of which is either necessarily infringed or the practice of which, as a practical matter, cannot be avoided in remaining compliant with the AV1 Specification ("Licensee's AV1 Patents") and Licensee refuses to grant a license, covenant or release to AV1 Patent Owner and/or Patent Owner Affiliates on fair, reasonable and non-discriminatory terms and conditions under such Licensee's AV1 Patents. For clarity: In case of a termination as set forth herein-above, Licensee shall have no claim for

a refund of any Compensation already paid. For further clarity: Rights granted to Licensee with respect to AV1 Products, for which Licensee has paid Compensation until the termination becomes effective, will remain covered by the respective grant of rights, however, AV1 Products not covered by the Compensation at this stage will be unlicensed as of the effective date of the termination.

**7. Confidentiality and Publicity**

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

**8. Miscellaneous**

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

for Licensor: <b>Sisvel International S.A.</b> AV1 Program Manager Immeuble Cubus C2 2, rue Peternelchen L-2370 Howald Grand Duchy of Luxembourg E-mail to: <a href="mailto:videocoding@sisvel.com">videocoding@sisvel.com</a> with cc: <a href="mailto:notice@sisvel.com">notice@sisvel.com</a>	for Licensee: [____] Att.: [____] [____] [____] [____] [____] E-mail to: [____]
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8.2 Each Party shall notify the other Party in writing of any change in the communication information contained in Section 8.1 within fifteen (15) calendar days of such change.

- 8.3 This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but which together shall be deemed to constitute a single document. The exchange of scan copies of signature pages shall be sufficient to execute this Agreement and any communication and/or amendment, if any.
- 8.4 This Agreement may not be modified, altered, or changed in any manner whatsoever unless in writing and duly executed by authorized representatives of all Parties. The written form requirement also applies to this clause. The second sentence of Section 8.3 shall apply accordingly.
- 8.5 The Agreement is governed by and construed in accordance with the laws of Germany and irrespective of any choice-of-law principle that might dictate a different governing law. The courts of Mannheim, Germany, shall have exclusive jurisdiction for any and all disputes arising from or in connection with this Agreement.
- 8.6 This Agreement or any right or obligation thereof may not be assigned by Licensee without Licensor's prior written consent.
- 8.7 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and replaces any prior oral or written agreements between the Parties involving the same.
- 8.8 Should any individual provisions of this Agreement be invalid, this shall not affect the validity of the remaining provision of this Agreement as a whole. The Parties undertake to replace any invalid provision by a new provision which will approximate as closely as possible the economic and legal result intended by the invalid provision.

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

**Sisvel International S.A.**

**[Licensee]**

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date:

Signature:

Name:

Title:

Date:

## Exhibit A

---

### LICENSEE AFFILIATES

[ ]

## Exhibit B

### PATENTS LISTED PER AV1 PATENT OWNER

#### B1 Institute of Image Technology, Inc.

US11539979

#### Dolby International AB

AU2001284910	CN100591102	EP1425922 (PT)	EP1627360 (NL)
AU2002316666	CN101969569	EP1425922 (SE)	EP1627360 (PL)
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**Dolby Video Compression, LLC (formerly GE Video Compression, LLC)**

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#### Godo Kaisha IP Bridge 1

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#### IDEAHUB, Inc.

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#### Sejong University

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**Intellectual Discovery**

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**Koninklijke Philips N.V.**

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**NTT Docomo, Inc.**

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EP2268035(NL)	EP2988500 (LI)	KR101572462	US8842728
EP2268035(SE)	EP2988500 (NL)	KR101700236	US9031125
EP2268035(TR)	EP2988500 (NO)	KR101773990	US9549186
EP2268036 (CH)	EP2988500 (PL)	KR101812122	US9826228
EP2268036 (DE)	EP2988500 (PT)	KR101952726	VN16992
EP2268036 (EE)	EP2988500 (RO)	KR102032771	VN24274
EP2268036 (ES)	EP2988500 (SE)	KR102032772	

**Orange S.A.**

CN101375609	EP2255537 (ES)	EP2443835 (DE)	US10051283
CN101790848	EP2255537 (FR)	EP2443835 (ES)	US8611413
CN101953166	EP2255537 (GB)	EP2443835 (FR)	US8787685
CN102067602	EP2255537 (IT)	EP2443835 (GB)	US8787693
CN102204256	EP2279620 (DE)	EP2443835 (IT)	US8891628
CN102484711	EP2279620 (ES)	IN272289	US8917945
CN102498718	EP2279620 (FR)	IN302732	US8971648
CN102804768	EP2279620 (GB)	IN416037	US9100038
EP1972156 (DE)	EP2279620 (IT)	JP5280860	US9185425
EP1972156 (ES)	EP2359601 (DE)	JP5498963	US9549184
EP1972156 (FR)	EP2359601 (ES)	JP5613561	ZA201109188
EP1972156 (GB)	EP2359601 (FR)	KR101359736	ZA201200839
EP1972156 (IT)	EP2359601 (GB)	RU2520425	
EP2255537 (DE)	EP2359601 (IT)	RU2553062	

**RAI**

CN104813657	EP2907306 (ES)	EP2907306 (LI)	EP2907306 (SI)
EP2907306 (AT)	EP2907306 (FI)	EP2907306 (LU)	EP2907306 (SK)
EP2907306 (BE)	EP2907306 (FR)	EP2907306 (MK)	EP2907306 (TR)
EP2907306 (CH)	EP2907306 (GB)	EP2907306 (MT)	JP7028398
EP2907306 (CZ)	EP2907306 (HU)	EP2907306 (NL)	KR102126813
EP2907306 (DE)	EP2907306 (IE)	EP2907306 (PL)	US9961324
EP2907306 (DK)	EP2907306 (IT)	EP2907306 (SE)	

**SK Planet Co., Ltd.**

US10334271                      US10341679

**SK Telecom Co., Ltd.**

CN102362498	CN105072449	EP2571269 (FR)	EP3119091 (IT)
CN102598669	CN105163131	EP2571269 (GB)	EP3119091 (NL)
CN102668565	CN105611292	EP2571269 (HU)	EP3119091 (PL)
CN102986219	CN105828085	EP2571269 (IT)	EP3119091 (RO)
CN103238327	CN105847832	EP2571269 (NL)	EP3119091 (SE)
CN103262538	CN105847833	EP2571269 (PL)	EP3119091 (TR)
CN104506875	CN105847834	EP2571269 (RO)	EP3128755 (BE)
CN104506876	CN200980153379.7	EP2571269 (SE)	EP3128755 (CZ)
CN104539957	CN201310285903.4	EP2571269 (TR)	EP3128755 (DE)
CN104539974	CN201310285909.1	EP3119091 (BE)	EP3128755 (ES)
CN104661026	CN201310285917.6	EP3119091 (CZ)	EP3128755 (FR)
CN104935934	CN201310286628.8	EP3119091 (DE)	EP3128755 (GB)
CN104935935	EP2571269 (BE)	EP3119091 (ES)	EP3128755 (HU)
CN104935939	EP2571269 (CZ)	EP3119091 (FR)	EP3128755 (IT)
CN104954799	EP2571269 (DE)	EP3119091 (GB)	EP3128755 (NL)
CN105072448	EP2571269 (ES)	EP3119091 (HU)	EP3128755 (PL)

EP3128755 (RO)	KR101534014	KR101623124	US9420304
EP3128755 (SE)	KR101534048	KR101648910	US9445118
EP3128755 (TR)	KR101534049	KR101673028	US9473777
KR101279573	KR101537767	KR101763113	US9479791
KR101302660	KR101544379	KR101807170	US9491467
KR101314632	KR101544390	US10298954	US9510017
KR101316710	KR101557374	US8818114	US9521427
KR101356613	KR101567961	US8976862	US9532065
KR101361005	KR101567963	US8976863	US9549190
KR101364195	KR101567964	US9070179	US9584810
KR101369174	KR101567982	US9137545	US9609334
KR101377527	KR101567986	US9137546	US9609335
KR101377530	KR101567990	US9148660	US9621895
KR101441874	KR101575605	US9154806	US9628815
KR101445835	KR101575616	US9154809	US9654798
KR101449696	KR101575634	US9270996	US9674551
KR101458471	KR101575635	US9288495	US9781445
KR101464944	KR101575638	US9300981	US9787988
KR101464949	KR101575645	US9313525	US9794590
KR101479129	KR101582493	US9319714	US9838696
KR101483174	KR101582495	US9344731	US9854250
KR101483495	KR101582501	US9344732	US9888248
KR101483688	KR101590511	US9363531	US9955182
KR101487436	KR101608885	US9363532	US9992510
KR101527153	KR101608888	US9369714	
KR101533434	KR101608895	US9392300	

#### 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.

AU2002353749	CA2756676	CN101686059	EP1449383 (BE)
AU2007219272	CA2795425	CN101815217	EP1449383 (BG)
BR112013006499.4	CA2807566	CN101841710	EP1449383 (CH)
BRPI0214328	CA2809277	CN103222265	EP1449383 (CY)
CA2449924	CA2813232	CN106454379	EP1449383 (CZ)
CA2467496	CA3033984	CN106488249	EP1449383 (DE)
CA2554143	CA3033984	CN106713930	EP1449383 (DK)
CA2632408	CN100380973	CN106713931	EP1449383 (EE)
CA2685312	CN100566179	CN106998473	EP1449383 (ES)
CA2686438	CN101060622	CN107046644	EP1449383 (FI)
CA2686449	CN101626244	CN1522497	EP1449383 (FR)
CA2756577	CN101626245	EP1449383 (AT)	EP1449383 (GB)

EP1449383 (GR)	KR100740381	RU2597499	TWI581622
EP1449383 (IE)	KR100984612	RU2627101	TWI601415
EP1449383 (IT)	KR101389163	RU2654136	TWI688267
EP1449383 (LI)	KR101500914	RU2663374	US10390011
EP1449383 (LU)	KR101540899	RU2680199	US10412385
EP1449383 (MC)	KR101554792	RU2699049	US10469839
EP1449383 (NL)	KR101723282	RU2706179	US10554970
EP1449383 (PT)	KR101817481	RU2716032	US7095344
EP1449383 (SE)	KR101829594	SG101613	US7321323
EP1449383 (SK)	KR101914018	SG10201502226S	US7388526
EP1449383 (TR)	KR102013093	SG10201506682S	US7408488
HK1140324	MX315648	SG10201701439W	US7518537
HK1144632	MX321449	SG10201707379S	US7859438
HK1186031	MX322916	SG10201802064V	US7928869
IN218194	MX324042	SG147308	US7994951
IN359148	MX326851	SG158846	US8094049
IN416539	MX326852	SG158847	US8188895
JP06605063	MX326853	SG177782	US8203470
JP3807342	MX326854	SG180068	US8354946
JP4211780	MX332789	SG184528	US8604950
JP4211873	MX332791	SG186521	US9369730
JP4440640	MX353107	SG187281	US9894375
JP5486091	MX353109	SG187282	US9894376
JP6071922	RU2020107720	SG189114	US9900611
JP6312787	RU2307478	SG190454	US9900612
JP6768017	RU2523071	TWI222834	US9973753
JP676811	RU2549512	TWI520617	USRE41729
KR100585901	RU2573222	TWI571108	ZA200403131