► END USER LICENSE AGREEMENT ◀

IMPORTANT: YOU SHOULD CAREFULLY READ THESE TERMS AND CONDITIONS BEFORE ACCESSING, COPYING DOWNLOADING, STUDYING, ANALYZING AND/OR USING (COLLECTIVELY, "USE") THE PRODUCT (AS DEFINED BELOW) IN ANY WAY WHATSOEVER. USING THE PRODUCT WILL MEAN THAT YOU HAVE READ THIS AGREEMENT, UNDERSTOOD ITS TERMS AND CONDITIONS, AND UNCONDITIONALLY AGREED TO BE BOUND BY ALL THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT YOU MAY NOT USE THE PRODUCT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MAY NOT USE THE PRODUCT.

THIS IS A LICENSE AGREEMENT FOR THE USE OF THE FIRMWARE AND OTHER SOFTWARE EMBEDDED IN THE PRODUCT SOLELY AS PART OF THE PRODUCT AND IT IS NOT AN AGREEMENT FOR SALE OF THE SOFTWARE OR ANY INTELLECTUAL PROPRTY THEREIN.

END USER LICENSE AGREEMENT

This End User License Agreement ("Agreement") is a legal agreement between you (either an individual or a single entity) ("Licensee", or "You") and XVTEC Ltd. ("Licensor") for software owned by XVTEC and/or its subsidiaries and/or licensed to XVTEC in connection with the Product by their respective third party suppliers and licensors which includes computer software and may include associated data, materials or documentation in connection with your use of the Product (as defined below) in which such software is embedded ("Software").

This Agreement sets forth the terms and conditions that govern the license granted to you to use the Software as part of the Product.

1. DEFINITIONS

In this Agreement the following terms shall have the meanings given below:

1.1 "Product" means XVC-HEVC/X500E UHD

HEVC Video Encoder.

1.2 "Purpose" means use of the Software solely with th Product and as embedded in the Product.

2. GRANT OF LICENSE

- 2.1 The Licensor hereby grants solely to Licensee, as an end user, a personal, limited, terminable, non-transferable, non-assignable, non-sublicensable and non exclusive license to use one copy of the Software on and together with the Product and you may not use or make the Software available over any other product or device (the "Purpose"), all subject to the terms and conditions set forth in this Agreement, and subject to Licensee's compliance (and continued compliance) with these terms and conditions.
- 2.2 Certain items of the Software may be subject to open source licenses or to rights of third parties. The provisions of open source license or third parties' licenses may override some of the terms of this Agreement.
- 2.3 Licensee shall inform Licensor upon becoming aware of any breach of this Agreement, and will cooperate with Licensor in every reasonable way to ensure Licensee's compliance

with the terms and conditions of this Agreement, including compliance of its employees and Contractors.

3. RESERVATION OF RIGHTS

- 3.1 XVTEC reserves all rights not expressly granted to you in this Agreement.
- 3.2 The Software is protected by copyright and other intellectual property laws. XVTEC and XVTEC's suppliers and licensees, as the case may be, own the title, copyright and other intellectual property rights in the Software.

- 3.3 No right of third party in the Software is hereby licensed or granted to you, unless XVTEC has the right from such third party to make such license or grant to you
- 3.4 The Software is licensed, not sold.
- 3.5 All rights not expressly granted by Licensor in this Agreement are hereby expressly reserved by Licensor.

4. USE RESTRICTIONS.

- 4.1 Licensee hereby undertakes not to:
- 4.1.1 Make copies, reproduce or distribute the Software, in whole or in part, to third parties.
- 4.1.2 Permit any third party to use all or part of the Software.
- 4.1.3 Show the Software, in whole or in part, to any third parties.
- 4.1.4 Assign, sell, rent, lease, lend, sublicense, distribute, outsource or otherwise transfer the Software or the license granted herein in whole or in part, to any third party, or authorize or appoint any third party to do so.
- 4.1.5 Reverse engineer, disassemble, decompile, or otherwise attempt to discover the software code used to generate the Software. The Licensee hereby acknowledges that the Software contains trade secrets of Licensor.
- 4.1.6 Alter, destroy, or otherwise remove any proprietary noticesor labels on or embedded with the Software.
- 4.1.7 Use the Software in a manner other than the Purpose.
- 4.1.8 Create any derived data from the Software. Notwithstanding the above, in the event that Licensee does create derived Software in breach of this restriction, Licensee undertakes and agrees that Licensor shall be the owner of such derived Software and the Licensee agrees that the terms and

conditions of this Agreement shall also apply to any such derived Software, as if it were Software.

- 4.1.9 Directly or indirectly impair, dispute, or contest the ownership, validity, or enforceability of the Licensor's rights in the Software.
- 4.2 Licensee acknowledges that the Software is subject to export restrictions of various countries. Licensee undertakes to comply with any applicable export control laws and regulations with respect to the Software.
- 4.3 Licensee is responsible for complying with any applicable law in Licensee's jurisdiction which might impact Licensee's use of the Software.

The Licensee acknowledges that a breach of its undertakings in this Section 4 will cause Licensor irreparable harm.

5. FEEDBACK; OWNERSHIP AND CONFIDENTIALITY

- 5.1 Licensor owns and retains all legal right, title and interest in and to the Software, together with any complete or partial copies thereof. Such ownership rights include without limitation all patent rights, copyrights, trademarks, trade secrets, service marks, related goodwill, and confidential and proprietary information relating thereto. This License Agreement does not convey any proprietary interest to Licensee with respect to the Software. Licensee agrees and undertakes not to take any action which will interfere with Licensor's ownership right in the Software.
- 5.2 If Licensee provides any ideas, suggestions, or recommendations to Licensor regarding

the Software ("Feedback"), Licensor may use such Feedback and incorporate it in its products, technologies, and services without paying royalties or other compensation to Licensee or anyone else and without any other obligations or restrictions on Licensor regarding the use of such Feedback.

5.3 The Licensee acknowledges that the Software

is confidential information of Licensor. The Software is confidential information regardless if it is marked as confidential or not. The Licensor hereby undertakes to use such confidential information only for the Purpose, to hold it in strict confidence, and not to access the Software.

5.4 The Licensee acknowledges that a breach of its undertakings in this Section 5 will cause Licensor irreparable harm.

6. UPDATES

- 6.1 XVTEC may, at its sole discretion and with no obligation, make available to the Licensee updates, upgrades, supplements and addon components (if any) of the Software, including bug fixes, service upgrades (parts or whole), updates, enhancements and feature improvements or deletion to any Software (including entirely new versions) (collectively "Update").
- 6.2 This Agreement applies to all and any component of the Update, unless we provide other terms along with such Update.
- 7. TERM OF LICENSE AND ITS TERMINATION
- 7.1 This Agreement is effective until terminated.
- 7.2 Your rights under this License will terminate automatically without notice from XVTEC if you fail to comply with any of the terms and conditions of this Agreement.
- 7.3 Upon termination of this Agreement, you must cease all use of the Software. Section 3, 4, 5, 7.3, 9, 10, 11.10 and 11.11 of this Agreement shall survive any such termination.

8. REPRESENTATIONS AND WARRANTIES OF LICENSEE

Licensee hereby represents and warrants that: (i) it understands and will abide by the terms and conditions of this Agreement; (ii) it has the capacity to agree and enter into to this Agreement, and it is authorized to do so; (iii) it will use the Software only for lawful purposes and in accordance with this Agreement; and (iv) it will not use the Software in violation of any applicable law, or any right of Licensor.

9. NO WARRANTY; DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

- 9.1 To the extent permitted by applicable law, no warranty is provided on the Software.
- 9.2 The Software is provided "AS IS" "WITH ALL FAULTS" without any representations or warranties of any kind whether express or implied. Licensor does not assume any responsibility for the Software or its Use.
- 9.3 NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY LICENSOR OR A LICENSOR AUTHORIZED REPRESENTATIVE OR INFORMATION OR ADVICE ON THE WEBSITE OF LICENSOR SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY THAT CANNOT BE DISCLAIMED UNDER APPLICABLE LAW.
- 9.4 THIS DISCLAIMER OF REPRESENTATIONS AND WARRANTIES CONSTITUTES AN ESSENTIAL PART OF THIS LICENSE AGREEMENT. NO USE IS AUTHORIZED HEREUNDER (AND NO LICENSE GRANTED) EXCEPT UNDER THIS DISCLAIMER OF REPRESENTATIONS AND WARRANTIES.

10. LIMITATION OF LIABILITY

10.1 IN NO EVENT SHALL LICENSOR. BE LIABLE TO LICENSEE AND TO ANY THIRD PARTY FOR LOST PROFITS, LOSS OF SAVINGS, LOSS OF SOFTWARE, LOSS OF DATA, VIRUS, BUSINESS INTERRUPTION OR FOR ANY DIRECT. INDIRECT. INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL, CONSEQUENTIAL DAMAGES OR LOSSES WHATSOEVER. ARISING OUT OF OR RELATED TO LICENSEE'S USE OR INABILITY TO USE THE SOFTWARE. HOWEVER SUCH DAMAGES OR LOSSES WERE CAUSED. AND REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT. TORT. EOUITY, STRICT LIABILITY OR OTHERWISE) AND EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OR LOSSES. AND EVEN IF SUCH DAMAGES OR LOSSES WERE REASONABLY FORSEFABLE.

- 10.2 LICENSEE UNDERSTANDS THAT, IN RETURN FOR LICENSEE'S AGREEMENT TO THE LIMITATION OF LIABILITY PROVISIONS SET FORTH HEREIN, LICENSOR IS ABLE TO OFFER THE SOFTWARE TO LICENSEE ON THE DESIGNATED TERMS AND CONDITIONS, AND THAT LICENSEE'S AGREEMENT TO THESE LIMITATION OF LIABILITY PROVISIONS IS AN INDISPENSABLE CONDITION UPON WHICH LICENSEE WAS GRANTED A LICENSE TO THE SOFTWARE.
- 10.3 THE LIMITATION OF LIABILITY SET FORTH HEREIN APPLIES COLLECTIVELY TO LICENSOR, ITS AFFILIATES, CONTRACTORS, SUBPROCESSORS, AND SUPPLIERS, ALL OF WHICH ARE THIRD PARTY BENEFICIARIES OF THESE PROVISIONS.
- 10.4 Licensee may not bring a legal action against Licensor (or anyone on its behalf) related to the Software more than two (2) years after the cause of action arose, unless otherwise provided by applicable law without the possibility of contractual waiver.

11. MISCELLANEOUS

- 11.1 This Agreement is the complete and exclusive statement of agreement between Licensor and you (as well as the parties relating to the license for the Software) and supersedes all proposals, communications, purchase orders, verbal or written between the parties.
- 11.2 No employee, agent, or representative of Licensee has the authority to bind Licensor to any oral representation or warranty concerning the Software. No representation or statement which is not expressly contained in this Agreement will be binding on Licensor unless executed in writing by a duly authorized representative of Licensor.
- 11.3 If any term or condition of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable, the remaining portions of this Agreement shall remain in full force and effect and such term or condition shall be replaced with another term or condition consistent with the purpose and intent of this Agreement.

- 11.4 The failure of Licensor to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.
- 11.5 Licensee may not assign or otherwise transfer by operation of law or otherwise (including, by way of change of control or merger) this Agreement or any rights or obligations herein, including transfer or assignment of the Software. Licensor may assign this Agreement without Licensee's consent to any third party.
- 11.6 Licensor shall not be in default or be liable for any delay or failure in performance resulting directly or indirectly from any cause beyond its reasonable control.
- 11.7 The laws of the State of Israel (without giving effect to its conflict of laws rules) govern all matters arising out of or relating to this Agreement, including without limitation, its validity, interpretation, construction, performance, enforcement, and termination.
- 11.8 The competent courts of Tel-Aviv, Israel shall have exclusive jurisdiction with respect to any dispute or disagreement arising out of or relating this Agreement, and Licensee hereby consents to their exclusive jurisdiction. Notwithstanding the above, Licensor retains the right to seek judicial assistance from other courts: (i) to obtain interim measures (including injunctions or other equitable relief) of protection; and (ii) to enforce any decision of the Israeli courts.