

transactions contemplated by the Purchase Agreement brought, or threatened in writing, against Mobileye, members of the Mobileye Board or any subsidiary of Mobileye and will keep Intel and Purchaser informed on a current basis with respect to the status thereof.

Other Covenants. The Purchase Agreement contains other customary covenants and agreements, including, but not limited to, covenants related to cooperation in the preparation of certain public filings and required documentation, public announcements, access to information, notices of certain events, and further assurances.

Termination of the Purchase Agreement. The Purchase Agreement may be terminated and the transactions contemplated by the Purchase Agreement may be abandoned at any time prior to the Acceptance Time:

- by mutual written consent of Mobileye and Intel;
- by either Mobileye or Intel, if:
 - the Acceptance Time has not occurred on or before the End Date, as it may be extended in accordance with the Purchase Agreement from March 12, 2018 to June 10, 2018 and September 8, 2018, respectively, if, at each earlier such date, all conditions to the closing have been satisfied, other than the Antitrust Clearance Condition (an “End Date Termination”), provided that the End Date Termination will not be available to any party that is in breach of its covenants or agreements under the Purchase Agreement where such breach proximately caused the failure of the Acceptance Time to occur by the End Date;
 - the Restraints Condition is not satisfied and the applicable law or order has become final and non-appealable (a “Restraints Termination”), provided that the party seeking to exercise the Restraints Termination must have complied with its obligations described under “Regulatory Approvals; Efforts” above; or
 - the Offer has expired, and shall not have been extended by Intel, without all of the conditions to the Offer having been satisfied (a “Condition Failure Termination”), provided that the Condition Failure Termination will not be available to any party to the Purchase Agreement whose breach of any provision of the Purchase Agreement proximately caused the Offer having expired without all of the conditions to the Offer having been satisfied, and will not be available to Intel if Purchaser has not extended the Offer in circumstances where Purchaser is required to extend the Offer under the Purchase Agreement;
- by Intel:
 - if Mobileye breaches any of its representation or warranties or fails to perform any of its covenants or agreements set forth in the Purchase Agreement, which breach or failure would result in any of the conditions to the Offer not being satisfied and such breach or failure to perform cannot be or has not been cured by the earlier of (a) the second business day prior to the End Date or (b) 30 days after receipt by Mobileye of written notice of such breach or failure (a “Mobileye Breach Termination”), provided that a Mobileye Breach Termination will not be available if Intel is in material breach of its obligations under the Purchase Agreement; or
 - following an Adverse Recommendation Change;
- by Mobileye:
 - if (a) Mobileye has received a Superior Proposal, (b) Mobileye has complied with its covenants restricting solicitation under the Purchase Agreement, (c) the Mobileye Board approves, and Mobileye concurrently with the termination of the Purchase Agreement, enters into, an alternative acquisition agreement with respect to such Superior Proposal, and (d) Mobileye will not have breached any of its obligations under the termination provisions, where such breach proximately caused such Superior Proposal to be received by Mobileye; or