

of immaterial equipment and immaterial property no longer required in the operation of the business, and (z) sales or dispositions as to which the aggregate consideration for all such sales or dispositions does not exceed \$2,000,000 in the aggregate (provided that the exception in this clause (5) shall not apply to divestitures) or (B) intellectual property, except (I) for non-exclusive licenses, covenants-not-to-sue, or covenants not to assert granted in the ordinary course of business consistent with past practice and (II) in the case of registered intellectual property, abandonment of applications for registered intellectual property in response to actions before the United States Patent and Trademark Office or any equivalent foreign governmental authority or other such abandonment in the ordinary course of business or consistent with past practice;

6. enter into, become bound by, amend, modify, terminate, or waive (or seek to do any of the foregoing with respect to) (A) any contract that, as a result of the transactions contemplated by the Purchase Agreement, requires any consent, waiver, or approval of any entity, or results in the triggering of (I) any rights that the counterparty would not otherwise have or (II) any liabilities that Mobileye and its subsidiaries or other affiliates (including future affiliates of Mobileye) would not otherwise have, pursuant to such contract, (B) any contract that grants any right of first refusal or first offer in favor of a third party or that materially limits the ability of Mobileye or any of its subsidiaries or any of their affiliates to own, operate, sell, transfer, pledge, or otherwise dispose of any material businesses or assets, (C) other than certain specified business collaboration arrangements, any partnership, joint venture, collaboration, or similar agreements that either contemplate the creation of intellectual property rights or that are not terminable on 90 days' notice with no additional post-termination liabilities or significant obligations for Mobileye or any of its subsidiaries or affiliates, (D) any material manufacturing supplier contract or material non-manufacturing supplier contracts unless they are non-exclusive and entered into in the ordinary course of business consistent with past practice, (E) any contract to purchase, sell or grant any security interest in any real property, or (F) any material real property lease;
7. renew or enter into any non-compete, exclusivity, "most-favored nation," non-solicitation of customers or similar agreement that would restrict or limit, in any material respect, the operations of Mobileye or any of its subsidiaries or would restrict or purport to restrict Intel or any of its subsidiaries upon the consummation of the transactions contemplated by the Purchase Agreement;
8. enter into or become bound by, or amend, modify, terminate, or waive any material contract or other obligation relating to the acquisition, disposition, or granting of any license, covenant-not-to-sue, or covenant not to assert with respect to Mobileye's intellectual property rights, other than non-exclusive licenses in the ordinary course of business consistent with past practice and other rights as agreed to between the parties, or seek to do any of the foregoing;
9. enter into or become bound by, or amend, modify, terminate, or waive any contract or other obligations binding on Mobileye or any of its subsidiaries that obligate or purport to obligate (A) Intel or any other future affiliate of Mobileye, other than a subsidiary of Mobileye, or (B) Mobileye or any of its subsidiaries to cause or require Intel or any other future affiliate of Mobileye, other than a subsidiary of Mobileye to, (I) grant to any other entity any right to or with respect to any intellectual property right or (II) be bound by, or subject to, any covenant with respect to any intellectual property rights, or seek to do any of the foregoing;
10. become a member or promoter of, or a contributor to or participant in, or make any binding commitments or agreements regarding any patent pool, industry standards body, standard setting organization, industry or other trade association or similar organization, other than in a manner that does not result in any commitment or obligation with respect to any of Mobileye's intellectual property rights or products;
11. subject any intellectual property rights of Mobileye to any obligations to be waived against or licensed or provided to any person or entity as a result of the use of public software by Mobileye or any of its subsidiaries;