15. make or authorize any capital expenditures, except as consistent in all material respects with (A) Mobileye's current capital expenditure plan or (B) any other subsequent annual capital budget that (I) is prepared in the ordinary course of business by Mobileye and approved by the Mobileye Board and (II) provides for total capital expenditures that do not exceed, in the aggregate, one hundred and twenty percent (120%) of those set forth in the capital expenditure plan referred to in clause (A);

16. (A) cancel any material indebtedness; (B) waive, release, grant, or transfer any material claim or right of material value or consent to the termination of any material claim or right of material value; or (C) commence any legal action, except in connection with a breach of the Purchase Agreement or any other agreements contemplated by the Purchase Agreement or otherwise related to the transactions contemplated by the Purchase Agreement;

17. pay, discharge, compromise, settle or satisfy, or agree to do any of the foregoing, with respect to any liability or legal action (other than any legal action relating to the Purchase Agreement or any other agreements contemplated by the Purchase Agreement or otherwise related to the transactions contemplated by the Purchase Agreement) against Mobileye or any of its subsidiaries or any of their respective directors or officers, other than (A) the payment, discharge, settlement, or satisfaction of claims or liabilities (I) covered by insurance, (II) up to the amounts reflected in or reserved against Mobileye's balance sheet or (III) related to costs and expenses incurred by Mobileye in connection with the transactions contemplated by the Purchase Agreement, (B) in the ordinary course of business consistent with past practice, or (C) where the amount paid or to be paid by Mobileye and its subsidiaries does not exceed $3,000,000 individually or $10,000,000 in the aggregate (in each case, net of insurance proceeds, indemnity, contribution or similar payments received by Mobileye or any of its subsidiaries in respect thereof), in each case, only without the imposition of equitable relief on, or the admission of wrongdoing by, Mobileye or any of its subsidiaries or any of their respective officers or directors;

18. convene any general or special meeting of the shareholders of Mobileye other than the EGM or as otherwise permitted by the Purchase Agreement (unless Mobileye determines that such a meeting is required by applicable law after consultation with its outside legal counsel);

19. write up, write down, or write off the book value of any assets, except (A) for depreciation and amortization in accordance with GAAP consistently applied, (B) as otherwise required under GAAP (including to increase any reserves for contingent liabilities), or (C) in the ordinary course of business consistent with past practice in accordance with GAAP;

20. change Mobileye's methods of accounting, except as required by concurrent changes in GAAP or in Regulation S-X of the Exchange Act, as agreed to by its independent public accountants;

21. change Mobileye's or any of its subsidiaries' fiscal year, except as permitted by the Purchase Agreement;

22. change any material method of tax accounting; settle or compromise any audit or other proceeding relating to a material amount of tax; make, revoke, or change any material tax election or file any material amended tax return, agree to an extension or waiver of the statute of limitations with respect to the assessment or determination of a material amount of taxes; enter into any closing agreement with respect to any material amount of tax or surrender any right to claim any material tax refund; destroy or dispose of any books and records with respect to tax matters relating to taxable periods beginning before the date of the Offer Closing and for which the statute of limitations is still open; or apply for, negotiate or obtain any tax ruling on behalf of Mobileye or its subsidiaries, affiliates and/ or employees, except as expressly contemplated by the Purchase Agreement;