

Acting in good faith, Intel and Purchaser will direct and control all aspects of the parties' efforts to obtain regulatory clearance with any governmental authority or in any action brought to enjoin the transactions contemplated by the Purchase Agreement. Intel and Purchaser will provide Mobileye with reasonable advance notice of any commitment or material actions that it proposes to undertake in connection with such efforts and frequently consult with and consider the views of Mobileye in connection therewith. In addition, Intel or Purchaser, as applicable, will give Mobileye reasonable advance notice of and opportunity to participate in all meetings with governmental authorities in connection with antitrust laws and regulations and the transactions contemplated by the Purchase Agreement (provided that Intel or Purchaser does not have to cancel or reschedule such meeting if Mobileye is unable to attend). Intel and Purchaser will use good faith efforts to ensure Mobileye has reasonable advance notice of, and the opportunity to participate in, all teleconferences (other than non-material teleconferences) with any such governmental authorities and will provide Mobileye with a reasonably detailed update on such teleconferences if Mobileye is unable to attend.

Intel will, and will use its reasonable best efforts to cause its affiliates to, promptly take all actions that are reasonably necessary to (a) secure the expiration or termination of any applicable waiting periods under the HSR Act and the other required antitrust approvals, (b) resolve any objections to such transactions from any governmental authority, in each case to the extent necessary in order to prevent the imposition of any legal restraint that would prevent, restrict, or delay the consummation of such transactions, and (c) avoid or eliminate each and every impediment under the HSR Act and the other applicable antitrust laws that may be asserted by any applicable governmental authority or other entity with respect to the transactions contemplated by the Purchase Agreement so as to enable such transactions to be consummated as soon as possible after the date of the Purchase Agreement. However, notwithstanding the foregoing, Intel, Purchaser, or their respective subsidiaries or affiliates are not required to (i) proffer, agree, or consent to sell, divest, lease, license, transfer, dispose of, or otherwise encumber or hold separate and agree to sell, divest, lease, license, transfer, dispose of, or otherwise encumber before or after the Acceptance Time, any assets, licenses, operations, rights, product lines, businesses or interest therein of Intel, Purchaser, or Mobileye or any of their respective affiliates, (ii) agree to any material changes (including through a licensing arrangement) or restriction on, or other impairment of Intel's or any of its affiliates' ability to own or operate, any such assets, licenses, operations, rights, product lines, businesses, or interests therein or Intel's or Purchaser's ability to vote, transfer, receive dividends, or otherwise exercise full ownership rights with respect to the capital stock of Mobileye or (iii) agree to other structural, behavioral, or conduct relief with respect to the behavior of Intel, Purchaser, Mobileye or any of their respective affiliates. In no event will Mobileye proffer, take, or agree to take any of the actions described in clauses (i)-(iii) above without the prior written consent of Intel.

In the event that any legal action is commenced challenging the transactions contemplated by the Purchase Agreement as violating any antitrust law, each party shall cooperate with each other party and use its respective reasonable best efforts to contest and resist any such action and to have vacated, lifted, reversed, or overturned any order resulting from such action, whether temporary, preliminary or permanent, that is in effect and that prohibits, prevents, or restricts consummation of the transactions contemplated by the Purchase Agreement, provided, however, that these obligations shall expire as of the End Date.

*Litigation.* Except as otherwise set forth in the Purchase Agreement with regards to regulatory approvals, Mobileye will control any action brought against Mobileye or any of its subsidiaries relating in any way to the Purchase Agreement or the transactions contemplated thereby; provided that Mobileye will give Intel and Purchaser the right to (a) review and comment in advance on all filings or responses to be made by Mobileye in connection with any litigation related to the transactions contemplated by the Purchase Agreement (and any amendments thereto) and Mobileye will consider in good faith any comments proposed by Intel or Purchaser, (b) fully participate in (at Intel's or Purchaser's expense), but not control, the defense of any such litigation, (c) consult on any settlement with respect to such litigation, and (d) fully participate in any negotiations or mediation with respect to any settlement with respect to such litigation, and no such settlement will be agreed to without Intel's and Purchaser's prior written consent (which consent will not be unreasonably withheld, conditioned, or delayed). Mobileye will promptly notify Intel and Purchaser of any such litigation related to the