

REALNETWORKS, INC.
END USER LICENSE AGREEMENT
HELIX™ UNIVERSAL SERVER - INTERNET

REDISTRIBUTION NOT PERMITTED

Software License for Helix™ Universal Server - Internet

IMPORTANT -- READ CAREFULLY: This End User License Agreement ("License Agreement") is a legal agreement between you (either an individual or an entity) and RealNetworks, Inc. and its suppliers and licensors (collectively, "RN") for RN's Helix Universal Server - Internet which includes computer software and associated media and printed materials, whether provided in physical form or received on-line in electronic form ("Software"). By choosing "Accept," installing, copying or otherwise using the Software, you agree to be bound by the terms of this License Agreement. If you do not agree to the terms of this License Agreement, select "Cancel" or "No" and/or do not install the Software.

YOU AGREE THAT YOUR USE OF THE SOFTWARE ACKNOWLEDGES THAT YOU HAVE READ THIS LICENSE, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

ANY THIRD PARTY SOFTWARE, INCLUDING ANY NON-RN PLUG-IN, THAT MAY BE PROVIDED WITH THE SOFTWARE IS INCLUDED FOR USE AT YOUR OPTION. IF YOU CHOOSE TO USE SUCH SOFTWARE, THEN SUCH USE SHALL BE GOVERNED BY SUCH THIRD PARTY'S LICENSE AGREEMENT, AN ELECTRONIC COPY OF WHICH WILL BE INSTALLED IN THE "LICENSES" FOLDER IN THE DIRECTORY ON YOUR COMPUTER IN WHICH YOU CHOOSE TO INSTALL THE SOFTWARE.

1. SOFTWARE OWNERSHIP. This is a license agreement and NOT an agreement for sale. Title, ownership rights and intellectual property rights in and to the Software (including any images, animations, video, audio, music, and text incorporated into the Software), accompanying printed materials, and any copies you are permitted to make herein are owned by RN or its suppliers and are protected by United States copyright law and international treaty provisions. You may (a) make one copy of the Software solely for backup or archival purposes (in accordance with customary practices for such purpose), provided such copy must contain all of the original Software's proprietary notices, or (b) transfer the Software to a single hard disk, provided you keep the original solely for backup or archival purposes. You may not copy the printed or electronically transmitted materials accompanying the Software. Your rights to use the Software are specified in this License Agreement, and RN retains all rights not expressly granted to you in this License Agreement. Nothing in this License Agreement constitutes a waiver of RN's rights under U.S. or international copyright law or any other federal or state law.

2. GRANT OF LICENSE. Subject to the provisions contained herein and in return for the payment of the requisite License Fees for the Software, RN hereby grants you a non-exclusive, non-transferable, perpetual, worldwide license to the version of the Software specified by your Software License Key for installation of the Software.

(a) Installation. For each Server License Key you purchase, you may install only one copy of the Software on a single computer containing one or more central processing units ("CPU's") (the computer running the Software shall be referred to as the "Host Computer"). A separate license fee and Server License Key is required for each Host Computer.

(b) Use. You may use your installed copy of the Software to deliver to End-User client computers the number of Streams or quantity of megabits per second ("Mbps") specifically enabled by the Server License Key. A "Stream" means the stream of digitally encoded data that delivers a digital media type (e.g., RealAudio, RealVideo, Mp3, etc.) to a single end-user client computer. The number of Streams delivered by a given Host Computer is measured by counting the number of End-Users simultaneously served by Streams originating at that Host Computer. The quantity of Mbps delivered is measured by the total amount of digital media (e.g., RealAudio, RealVideo, Mp3, etc.) delivered by a given Host Computer at any given time. If you wish to deliver additional Streams or Mbps capacity, you must purchase an additional Software License Key from RN. You may only serve the media types that are authorized by your Server License Key. If you have purchased more than one Server License Key on a Stream count basis, you may deploy the Software on licensed Host Computers so that the licensed Streams are distributed among the Host Computers, provided that (i) the configuration of the Host Computers cannot serve more

simultaneous Streams than the aggregate number of Streams allowed by the individual Server License Keys for the Host Computers; and (ii) the number of Host Computers on which you install the Software may not exceed the number of Server License Keys you have purchased. For example, if you have purchased three Server License Keys of 100 Streams, 200 Streams, and 0 Streams, you may deploy the Software so that the Streams are distributed among up to three Host Computers, so long as the configuration of Host Computers cannot serve more than 300 simultaneous Streams. Mbps capacity may not be distributed among Host Computers. For example, if you have purchased three Server License Keys of 10 Mbps each, the Software must be installed on three Host Computers such that each Host Computer can serve no more than 10 Mbps each.

(c) **Redundant Extension Option.** If you have purchased the Redundant Extension Option, you may also install one (1) additional copy (“Redundant Copy”) of the Software on another Host Computer, provided that such Redundant Copy is used only as a back-up system, for resilience purposes, and is not operating simultaneously with the primary copy of the Software. The license rights granted in this Section 2(c) are explicitly not intended to increase your total streaming capacity.

(d) **Educational Institutions Only.** If you are an accredited educational institution that provides primary, collegiate, or graduate education (“Educational Institution”), and you have licensed the Software for use in connection with such Educational Institution, you may additionally: (i) install the Software on a computer acting as network server to deliver multimedia content; (ii) enable authorized individuals within the Educational Institution to access the Software, subject to the terms and conditions contained herein; (iii) use the Software to deliver multimedia content in connection with the Educational Institution’s activities, including but not limited to classroom instruction; and (iv) use the Software to serve Streams in conjunction with any public worldwide Website of the Educational Institution. You may not charge users of the Software any fee to receive Streams delivered by the Software. You agree that you shall offer any instruction with the enhanced Stream delivery component at the same (or lower) fee at which the Educational Institution charges the same instruction without the Stream delivery feature.

(e) **No Resale of Software.** You may not, under any circumstances, rent, resell, sublicense, or deliver the Software on a stand-alone basis to any third-party. If you desire to resell the Software on a stand-alone basis, please contact RN regarding participating in its Reseller Program.

(f) **Attribution.** You must indicate which publicly available files are in RealAudio (.ra), RealVideo (.rm), or other RealMedia format. RN hereby grants you a non-exclusive, limited license to use, and you agree that you shall always use, RN’s trademarks in accordance with RN’s Trademark and Logo Usage Policy at <http://www.realnetworks.com/company/guide/policy.html>, and for the sole purpose of informing web page visitors that RealAudio, RealVideo, or other RealMedia content is available at your web page. You may not without RN’s express written permission use any RN trademark in a way that may imply that you are an agency or branch of RN or that RN endorses, is affiliated with, or sponsors you or your products. You may not link directly to any media file or .ram file made available from the RN Website.

(g) **Use of GUIDs and Cookies.** If you enable the Software to utilize any global unique identifiers (GUIDs) and/or cookies placed in or contained in the RealOne Player or other RN product, RN recommends and encourages you to prominently disclose such use to your end users and customers and obtain consent to use such GUIDs and/or cookies from your end users and customers, and give each end user and customer the opportunity to opt out of your use of GUIDs and/or cookies with respect to each such end user or customer. You agree to hold harmless, indemnify and defend RN, its officers, directors and employees, from and against any losses, damages, fines and expenses (including attorneys’ fees and costs) arising out of or relating to any claims that you have inappropriately used GUIDs and/or cookies.

3. OTHER RIGHTS AND LIMITATIONS. **Wireless Networks.** You may not deploy the Software in a 2.5G or 3G mobile network. **Notice to Users.** You agree to inform all users of the Software, other than End Users receiving Streams, of the terms of this License Agreement. **Dual-Media Software.** You may receive the Software in more than one medium (e.g., by electronic distribution and on CD-ROM). Regardless of the type or size of medium you receive, you may use only one medium that is appropriate for your single computer. You may not use or install the other medium on another computer. You may not loan, rent, lease, grant a security interest in, or otherwise transfer the other medium to another user. **No Copying.** You may not copy the Software or Documentation, except that you may make a single copy of the software for archival purposes only, provided such copy must contain all of the original Software’s proprietary notices. **No Modifications or Reverse Engineering.** You may not modify, translate, reverse engineer, decompile or disassemble (except to the extent that this restriction is expressly prohibited by applicable law), or create derivative works based on the Software. **Rental/Transfer.** You may not rent, lease, sell,

or transfer the Software or documentation without RN's express written consent, which RN may withhold in its discretion. **Audit Rights.** You shall permit RN to audit your compliance with this License Agreement, as RN deems reasonably necessary. **Reservation of Rights.** All rights not expressly granted to you are reserved to RN.

4. BETA RELEASE VERSIONS. In the event that the Software is a beta release version, the terms of this Section shall apply. Your license to use the Software expires 120 days after installation (or such other period as indicated by the Software) and the Software may cease to function. The Software you are receiving may contain more or less features than the commercial release of the RN Product that RN intends to distribute. While RN intends to distribute a commercial release of the Software, RN reserves the right at any time not to release a commercial release of the Software or, if released, to alter features, specifications, capabilities, functions, licensing terms, release dates, general availability or other characteristics of the commercial release. You agree that the Beta Release Versions are not suitable for production use and may contain errors affecting their proper operation. You agree that you will not do anything to circumvent or defeat the features designed to stop the Software from operating after the license expires.

5. SOFTWARE UPGRADES. RN may develop or issue upgraded versions of the Software from time to time. At its sole option, and for a fee to be determined, RN may make such upgrades available to you. If the Software you have is labeled as an upgrade, you must be properly licensed to use a product identified by RN as being eligible for the upgrade in order to use the Software. Software labeled as an upgrade replaces and/or supplements the product that formed the basis for your eligibility for the upgrade, and following the upgrade you may use the resulting Software only in accordance with the terms of this License Agreement. If the Software is an upgrade of a component of a package of software programs that you licensed as a single product, the Software may be used and transferred only as part of that single product package and may not be separated for use on more than one computer.

6. WARRANTIES AND LIABILITIES.

(a) **For Production versions of the Software, the following terms apply:**

LIMITED WARRANTY. RN warrants that for a period of ninety (90) days from the date of acquisition the Software, if operated as directed, will substantially achieve the functionality described in the Documentation. RN does not warrant however that your use of the Software will be uninterrupted or that the operation of the Software will be error-free or secure. RN also warrants that the media containing the Software, if provided by RN, is free from defects in material and workmanship and will so remain for ninety (90) days from the date you acquire the Software.

(i) **No Other Warranties.** NO OTHER WARRANTIES: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW RN AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES EITHER EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO THE SOFTWARE, THE ACCOMPANYING WRITTEN MATERIALS AND ANY ACCOMPANYING HARDWARE. If any modifications are made to the Software by you during the warranty period; if the media is subjected to accident abuse or improper use; or if you violate the terms of this License Agreement, this warranty shall immediately terminate. This warranty shall not apply if the Software is used on or in conjunction with hardware or Software other than the unmodified version of hardware and Software with which the Software was designed to be used as described in the Documentation. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS; YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE/JURISDICTION TO STATE/JURISDICTION.

(ii) **Customer Remedies.** RN's sole liability for a breach of this warranty shall be in RN's sole discretion: (i) to replace your defective media; or (ii) to advise you how to achieve substantially the same functionality with the Software as described in the Documentation through a procedure different from that set forth in the Documentation; or (iii) if the above remedies are impracticable, to refund the license fee, if any, you paid for the Software. Repaired, corrected or replaced Software and Documentation shall be covered by this limited warranty for the period remaining under the warranty that covered the original Software or if longer for thirty (30) days after the date RN either shipped to you the repaired or replaced Software or advised you as to how to operate the Software so as to achieve the functionality described in the Documentation, whichever is applicable. Only if you

inform RN of the problem with the Software during the applicable warranty period and provide evidence of the date you acquired the Software will RN be obligated to honor this warranty.

LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY WHETHER IN TORT CONTRACT OR OTHERWISE SHALL RN OR ITS SUPPLIERS OR RESELLERS BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES EVEN IF RN SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR FOR ANY CLAIM BY ANY OTHER PARTY. FURTHER, IN NO EVENT SHALL RN'S LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT EXCEED THE LICENSE FEE PAID TO RN FOR THE SOFTWARE AND DOCUMENTATION. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

(b) **For the Trial and Beta versions of the Software, the following terms apply:**

DISCLAIMER OF WARRANTY & LIMIT OF LIABILITY. THE SOFTWARE AND DOCUMENTATION ARE PROVIDED AS IS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, RN FURTHER DISCLAIMS ALL WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE SOFTWARE AND DOCUMENTATION REMAINS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL RN OR ITS SUPPLIERS BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE PRODUCT, EVEN IF RN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. RN'S TOTAL LIABILITY FOR ANY DIRECT DAMAGES SHALL NOT EXCEED FIVE DOLLARS (\$5.00). BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

7. INDEMNIFICATION. This software is intended for use only with properly licensed media, content, and content creation tools. It is your responsibility to ascertain whether any copyright, patent or other licenses are necessary and to obtain any such licenses to serve and/or create or compress such media and content. You agree to transmit and/or compress only those materials for which you have the necessary patent, copyright and other permissions, licenses, and/or clearances. You agree to hold harmless, indemnify and defend RN, its officers, directors and employees, from and against any losses, damages, fines and expenses (including attorneys' fees and costs) arising out of or relating to any claims that you have encoded, compressed, copied or transmitted any materials (other than materials provided by RN) in connection with the Software in violation of another party's rights or in violation of any law. If you are importing the Software from the United States, you shall indemnify and hold RN harmless from and against any import and export duties or other claims arising from such importation.

8. TERMINATION. This License Agreement will automatically terminate if you fail to comply with any term hereof. No notice shall be required from RN to effect such termination. You may also terminate this License Agreement at any time by notifying RN in writing of termination. Upon any termination of this License Agreement, you shall immediately discontinue use of the Software and shall within three (3) days return to RN, or certify destruction of, all full or partial copies of the Software, documentation and related materials provided by RN. Your obligation to pay accrued charges and fees shall survive any termination of this License Agreement.

9. NO ASSIGNMENT. This Agreement is personal to you, and may not be assigned without RN's express written consent. In the event that you are an entity that merges with another entity or are acquired by another entity during the Term, you shall provide written notice of such merger or acquisition not later than the date on which any public announcement is made. If RN does not consent to assignment of this Agreement to the new or acquiring entity in such merger or acquisition, RN may terminate

this Agreement on thirty (30) days' written notice. Both parties shall perform under this Agreement until such termination is effective.

10. U.S. GOVERNMENT RESTRICTED RIGHTS. U.S. GOVERNMENT RESTRICTED RIGHTS: This Software and documentation are provided with RESTRICTED RIGHTS. Use, duplication or disclosure by the Government is subject to restrictions set forth in subparagraphs (a) through (d) of the Commercial Computer Software--Restricted Rights at FAR 52.227-19 when applicable, or in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, and in similar clauses in the NASA FAR supplement, as applicable. Manufacturer is RealNetworks, Inc./2601 Elliott, Suite 1000/Seattle, Washington 98121. You are responsible for complying with all trade regulations and laws both foreign and domestic. You acknowledge that none of the Software or underlying information or technology may be downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) Cuba, Iraq, Libya, Sudan, North Korea, Iran, Syria or any other country subject to a U.S. embargo; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Denied Parties List or Entity List. By using the Software you are agreeing to the foregoing and are representing and warranting that (i) no U.S. federal agency has suspended, revoked, or denied you export privileges, (ii) you are not located in or under the control of a national or resident of any such country or on any such list, and (iii) you will not export or re-export the Software to any prohibited country, or to any prohibited person, entity, or end-user as specified by U.S. export controls.

11. MISCELLANEOUS. This License Agreement and any accompanying order form for the Software accepted by RN shall constitute the complete and exclusive agreement between us, notwithstanding any variance with any purchase order or other written instrument submitted by you, whether formally rejected by RN or not. The acceptance of any purchase order you place is expressly made conditional on your consent to the terms set forth herein. A separate written agreement with respect to the subject matter hereof shall supersede this instrument to the extent indicated in such separate agreement. This License Agreement may not be modified except in a writing duly signed by an authorized representative of RN and you. If any provision of this License Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable, and such decision shall not affect the enforceability of such provision under other circumstances, or of the remaining provisions hereof under all circumstances. This License Agreement shall be governed by the laws of the State of Washington without regard to conflicts of law provisions and you consent to the exclusive jurisdiction of the state and federal courts sitting in the State of Washington. This License Agreement will not be governed by the United Nations Convention of Contracts for the International Sale of Goods, the application of which is hereby expressly excluded.

Should you have any questions concerning this License Agreement, or if you desire to contact RealNetworks for any reason, please contact the RealNetworks distributor serving your country.

Copyright © 1995-2002 RealNetworks, Inc. and/or its suppliers. 2601 Elliott Ave., Suite 1000, Seattle, Washington 98121 U.S.A. This product may incorporate one or more of the following: U.S. Patent # 5,793,980; U.S. Patent # 5,917,835; U.S. Patent # 6,151,634. Other U.S. patents pending. All rights reserved. RealNetworks, Helix, RealOne Player, RealAudio, and RealVideo are trademarks or registered trademarks of RealNetworks, Inc.