

REALNETWORKS, INC.  
HELIX REVERSE PROXY  
END USER LICENSE AGREEMENT

REDISTRIBUTION NOT PERMITTED

**IMPORTANT -- READ CAREFULLY:** This RealNetworks 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 Reverse Proxy, which includes computer software and associated media and printed materials, whether provided in physical form or received on-line in electronic form ("Software"). You may install only ONE copy of the 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 "LICENSE" FOLDER IN THE DIRECTORY ON YOUR COMPUTER IN WHICH YOU CHOOSE TO INSTALL THE SOFTWARE.**

**1. ELIGIBILITY FOR THIS LICENSE.** This license is only available to the following organizations: (a) Corporations, educational institutions, government organizations or not-for-profit organizations who deploy the server for their own internal non-commercial use. Wireless Network service providers or wireless network operators may not deploy this Software within their network(s). (b) End User Network Service Providers of less than 200,000 subscribers. As used in this License Agreement, "End User Network Service Providers" means an entity that provides data network services to consumers or individuals. (c) Media Companies with less than fifty million dollars (\$50,000,000) in annual revenue. As used in this License Agreement, "Media Company" means an entity that provides text, audio or video programming to distributors or direct to consumers in exchange for fees or based on an advertising business model. Notwithstanding the above, this License Agreement is not available to an organization that is using this Software to provide content to consumers via an Operator. As used in this License Agreement, "Operator" means an organization that provides voice and/or data network services to consumers and businesses through wireless wide area network technologies, including but not limited to GPRS, Edge, CDMA2000, UMTS, EVDO and WiMax; eligible organizations may either own or lease network infrastructure (MVNO).

2. **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 Licensee is permitted to make herein are owned by RN or its suppliers and are protected by United States copyright law and international treaty provisions. Licensee's 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.

3. **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 Licensee a non-exclusive, non-transferable, perpetual, worldwide license to use and install the Software as follows:

(a) **Installation.** For each Proxy License Unit you purchase, you may install only one copy of the Software on a single computer (the computer running the Software shall be referred to as the "Host Computer") containing up to eight central processing units or cores. For multi-core CPUs, one Proxy License Unit is required for every eight CPU cores. When a Host Computer contains more than eight CPU cores, a separate Licensing Unit must be purchased for every eight CPU-cores it contains. For example, a Host Computer containing 8 or 16 CPU-cores would require 1 and 2 Licensing Units respectively; a Host Computer containing 12 or 24 CPU cores would require 2 and 3 licensing units respectively.

(b) **Use.** You may use your installed copy of the Software to redeliver Streams originating from a host computer running server software ("Host Computer"). 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 Helix Reverse Proxy is designed to allow you to redeliver Streams up to the maximum number of simultaneous end user computers or Mbps allowed by the Host Computer(s) from which the Stream(s) originated. The number of Streams or quantity of Mbps that the Helix Universal Proxy can redeliver is also limited by the hardware, software and bandwidth configurations of the CPU on which the Helix Universal Proxy is installed. You may not attempt to use the Helix Reverse Proxy to circumvent the security mechanisms limiting the number of Streams.

(c) **Originating Streams.** The Software is not designed to allow you to originate Streams or Mbps. If you wish to obtain software to originate Streams or Mbps, please contact RN or visit our Website at <http://www.realnetworks.com>.

(d) **Non-Production Use License.** If you purchased a license for non-production use only, you may only install and use the Software in a non-production test environment for testing purposes only. All results shall be held in strict confidence and may not be disclosed to any third party. You may not use the Software to re-serve streams over your

general intranet or over the public Internet or use the non-production license for commercial purposes.

(e) Warm Stand-By Use License. If you purchased a license for warm stand-by use, this software may only be used in a production environment when the primary Proxy is out of service. You may not use the stand-by Proxy for load balancing

4. OTHER RIGHTS AND LIMITATIONS. 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.

No Copying. You may not copy the Software or associated 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.

Evaluation Software. If you have received the Software from RealNetworks for evaluation purposes, you may not use the Software beyond the time limit set by the Software license key.

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 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.

5. 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.

6. 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.

## 7. 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 NON-INFRINGEMENT. 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.

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. **TECHNICAL SUPPORT.** Technical support for the Software, as made available by RN, is described at RN's technical support website: <http://service.real.com>.

11. **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) any 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.

12. **MISCELLANEOUS.** (a) This License Agreement 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 RealNetworks or not. The acceptance of any purchase order you place is expressly made conditional on your consent to the terms set forth herein. The terms and conditions contained in this

License Agreement may not be modified except in a writing duly signed by you and an authorized representative of RealNetworks. 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 hereby consent to the exclusive (except as set forth in Section 11(b)) jurisdiction of the state and federal courts sitting in the State of Washington. Any and all unresolved disputes relating in any way to, or arising out of, the Software, your use of the Software or this License Agreement shall be submitted to arbitration in the State of Washington; except that, to the extent that you have breached or have indicated your intention to breach this License Agreement in any manner which violates or may violate RealNetworks' intellectual property rights, or may cause continuing or irreparable harm to RealNetworks (including, but not limited to, any breach that may impact RealNetworks' intellectual property rights, or a breach by reverse engineering), RealNetworks may seek injunctive relief, or any other appropriate relief, in any court of competent jurisdiction. Any arbitration of a dispute under this Agreement shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. 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.

(b) If you are located in the Peoples Republic of China, and in the event that an arbitrators award in Washington is not at the relevant time recognized or enforceable through the courts of the Peoples Republic of China you agree that Real may in its sole discretion choose to pursue any dispute or claim by way of arbitration through the Arbitration Committee of China International Economic Cooperation and Trade. Both parties will accept and abide by the ruling of such arbitration and both parties shall agree that Chinese law shall apply to the explanation, implementation and dispute settlement of this Agreement and any arbitration ruling. Nothing herein shall prevent either party from applying to the courts of the Peoples Republic of China for injunctive or other interim relief.

Copyright (C) 2009 RealNetworks, Inc. and/or its suppliers. 2601 Elliott Ave., Suite 1000, Seattle, Washington 98121 U.S.A. Patents Pending. All rights reserved. RealNetworks, Helix, RealAudio, and RealVideo are registered trademarks or trademarks of RealNetworks, Inc.

062909