

REALNETWORKS, INC.
END USER LICENSE AGREEMENT

HELIX SERVER 25, HELIX SERVER 100,
HELIX SERVER UNLIMITED

REDISTRIBUTION NOT PERMITTED

IMPORTANT -- READ CAREFULLY: This 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 "RealNetworks") for RealNetworks software ("Software"). The Software may include one of the following RealNetworks product: Helix Server 25, Helix Server 100 or Helix Server Unlimited. 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-REALNETWORKS PLUG-IN THAT MAY BE PROVIDED WITH THE SOFTWARE IS INCLUDED FOR USE AT YOUR OPTION. IF YOU CHOOSE TO USE SUCH SOFTWARE, THEN YOUR USE SHALL BE GOVERNED BY SUCH THIRD PARTY'S LICENSE AGREEMENT, AN ELECTRONIC COPY OF WHICH WILL BE INSTALLED IN THE "LICENSE" FOLDER UNDER 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. GRANT OF LICENSE. Subject to the provisions contained herein, RealNetworks hereby grants you a non-exclusive, non-transferable license to install and use the version of the Software specified by your server license key.

(a) Installation. For each Server 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 Server 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 deliver Streams to end-user client computers or to other Helix Servers or Helix Proxies. 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. You may only serve the number of concurrent Streams and the media types that are enabled by your server license key.

(c) 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. You may not use the Software to serve streams over your general intranet or over the public Internet.

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

(e) Attribution. You must indicate which publicly available files are in the RealAudio (.ra) or RealVideo (.rm). RealNetworks hereby grants you a non-exclusive, limited license to use RealNetworks' trademarks in accordance with RealNetworks' Trademark and Logo Usage Policy at

http://www.realnetworks.com/pressroom/resources/trademark_policy.aspx?terms=logo and for the sole purpose of informing Website visitors that RealAudio or RealVideo content is available at your Website. You agree not to use any RealNetworks trademark in a way that may imply that (i) you are an agency or branch of RealNetworks or (ii) that RealNetworks endorses, is affiliated with, or sponsors you or your products without RealNetworks' express written permission. You also agree that you may not link directly to any media file or .ram file made available from the RealNetworks Website.

(f) 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 RealPlayer or other RealNetworks product, RealNetworks 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 RealNetworks, 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. LIMITATIONS OF YOUR LICENSE.

Helix Live Transmitter (HLT). (Formerly Simulated Live Transmission Agent). You may only install one instance of HLT for every Helix Server you have purchased. If you want to install more than one instance, you must purchase an additional license.

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 install one copy of the software.

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.

No Resale, Rental or Transfer. You may not rent, lease, sell, or transfer the Software or documentation without RealNetworks' express written consent, which RealNetworks may withhold in its discretion.

Audit Rights. You shall permit RealNetworks to audit your compliance with this License Agreement, as RealNetworks deems reasonably necessary.

4. 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 RealNetworks or its suppliers and are protected by United States copyright law and international treaty provisions. Your rights to use the Software are specified in this License Agreement, and RealNetworks retains all rights not expressly granted to you in this License Agreement. Nothing in this License Agreement constitutes a waiver of RealNetworks' rights under U.S. or international copyright law or any other federal or state law.

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 download (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 RealNetworks Product that RealNetworks intends to distribute. While RealNetworks intends to distribute a commercial release of the Software, RealNetworks 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. UPGRADES/SUPPORT. You shall not be entitled under this License Agreement to receive any updates, upgrades, or corrections to the Software, nor any support services.

7. DISCLAIMER OF WARRANTIES/LIMITATION OF LIABILITY. THE SOFTWARE AND DOCUMENTATION ARE PROVIDED AS IS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, REALNETWORKS 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 REALNETWORKS 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 REALNETWORKS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. REALNETWORKS' 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. 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 RealNetworks, 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 RealNetworks) 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 RealNetworks harmless from and against any import and export duties or other claims arising from such importation.

9. **TERMINATION.** This Agreement and your right to use this Software automatically terminate if you fail to comply with any material provision of this Agreement. You may terminate this License at any time by destroying or erasing your copy of the Software. Upon termination of this License Agreement, you agree to destroy or erase the Software.

10. **NO ASSIGNMENT.** This Agreement is personal to you, and may not be assigned without RealNetworks' 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 RealNetworks does not consent to assignment of this Agreement to the new or acquiring entity in such merger or acquisition, RealNetworks may terminate this Agreement on thirty (30) days' written notice. Both parties shall perform under this Agreement until such termination is effective.

11. **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 arbitrator's 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. 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, RealPlayer, RealAudio, and RealVideo are trademarks or registered trademarks of RealNetworks, Inc.

062909