

REALNETWORKS LICENSE AGREEMENT AND
WARRANTY DISCLAIMER
REDISTRIBUTION OF SOFTWARE NOT
PERMITTED

License for RealNetworks' Encoder Product, Version 5.0

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 the RN Encoder software product, which includes computer software and associated media and printed materials, whether provided in physical form or received on-line in electronic form ("Software"). By clicking on the "I Accept" button, 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, click on the "I Do Not Accept" button and do not install the Software.

This Software and the Documentation is proprietary to RN, and is protected by the copyright and other intellectual property laws of the United States and international treaties. The Software is licensed, not sold.

1. GRANT OF LICENSE. Subject to the provisions contained in this License Agreement, RN hereby grants you a non-exclusive, non-transferable, perpetual, worldwide license to install and use the Software according to the following terms and conditions:

(a) Installation/Use. This License permits you to install one copy of the on a single computer containing one or more central processing units ("CPU's"). You may use your installed copy of the Software to lawfully encode audio or video content into RN's RealAudio(.ra) or RealVideo (.rv) format ("Encoded Content").

(b) HTTP Streaming/Trademark Usage. This License also permits you to embed Encoded Content into HTML web pages for the purpose of streaming such Encoded Content from an HTTP web server ("HTTP Streaming"). If you make Encoded Content available for HTTP Streaming, you agree to notify web page visitors, in a conspicuous manner, which files are available in the RealAudio or RealVideo format. Further, if you embed Encoded Content for HTTP Streaming, 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.real.com/corporate/logos/policy.html>., and for the sole purpose of informing web page visitors that

Encoded Content is in RN's RealAudio or RealVideo format. You agree that you shall not use any RN trademark in a way which may imply that you are an agency or branch of RN. You agree that you shall not use any RN trademark in a way which may imply that RN endorses, is affiliated with, or sponsors you or your products without RN's express written permission. You also agree that you may not link directly to any media file or .ram file made available from the RN website.

(c)

Restrictions on Transfer. Except as otherwise expressly allowed under this agreement, you shall not rent, lease, sell, sublicense, assign, pledge, encumber or otherwise transfer the Software. Any party authorized by RN to use or receive the Software must agree to be bound by, and Recipient agrees to inform all users of the Software of, the terms and conditions of this License Agreement. RN reserves the right to withhold such authorization for any reason.

2.

OTHER RIGHTS AND LIMITATIONS. Dual-Media Software. If you 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 any accompanying 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 remove any proprietary notices or labels from the Software, and 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. **Reservation of Rights.** All rights not expressly granted to you are reserved to RN.

3. **TITLE.** The Software is licensed, not sold. 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 expressly 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 not copy the printed materials accompanying the Software.

4. **DISCLAIMER OF WARRANTY. THE SOFTWARE**

IS 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. YOU ASSUME THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE SOFTWARE AND DOCUMENTATION. SHOULD THE SOFTWARE PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY REPAIR OR CORRECTION. RN SHALL NOT BE RESPONSIBLE FOR ANY DEFECT THAT RESULTS FROM YOUR ABUSE, MISUSE OR OTHER CONDUCT OR CONDITIONS OUTSIDE THE CONTROL OF RN. RN MAKES NO REPRESENTATION OR WARRANTY THAT THE INFORMATION OR FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE OR SECURE, OR THAT ANY SOFTWARE DEFECTS ARE CORRECTABLE OR WILL BE CORRECTED. IN ADDITION, ANY SECURITY MECHANISMS IMPLEMENTED BY THE SOFTWARE HAVE INHERENT LIMITATIONS, AND YOU MUST DETERMINE THAT THE SOFTWARE SUFFICIENTLY MEETS YOUR REQUIREMENTS.

5. 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 ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, THE DOCUMENTATION OR ANY OTHER ACCOMPANYING MATERIALS, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF RN HAS 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. 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.

6. INDEMNIFICATION. 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, copied, enabled the "Selective Record" feature, or transmitted any materials (other than materials provided by RN) in connection with the Software in violation of another party's rights. If you are importing the Software from the United States, you agree to indemnify and hold RN harmless from and against any import and export duties or other claims arising from such importation.

7. **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. Upon termination, you agree to destroy all copies of the Software and its documentation.

8. **MISCELLANEOUS.** This License Agreement shall constitute the complete and exclusive agreement between us. 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. Any and all unresolved disputes arising under this License Agreement shall be submitted to arbitration in the State of Washington. The arbitration shall be conducted under the rules then prevailing of the American Arbitration Association. The award of the arbitrator 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.

9. **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./1111 Third Avenue, Suite 2900/Seattle, Washington, 98101. You acknowledges that none of the Software or underlying information or technology may be download or otherwise exported or re-exported (i) into (or to a national or resident of) Cuba,

Iran, Iraq, Libya, North Korea, Syria, Sudan or Angola or any other country to which the U.S. has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders. By using the Software you are agreeing to the foregoing and are representing and warranting that you are not located in under the control of a national or resident or resident of any such country or on any such list.

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 (c) 1995-1997 RealNetworks, Inc. and/or its suppliers. 1111 Third Avenue, Suite 2900, Seattle, Washington 98101 U.S.A. All rights reserved. RealNetworks, Real Audio and RealVideo are trademarks or registered trademarks of RealNetworks, Inc.

RealEncoder 5.0 License Agreement (Pub. Date 10-6-97)