

STANDARD TERMS AND CONDITIONS FOR ESSENTIAL SUPPORT FOR REALNETWORKS® SOFTWARE

This attachment (this "Attachment") is supplemental to the license agreement (the "License Agreement") between RealNetworks, Inc. ("RealNetworks" or "RN") and Licensee (the "Licensee") governing Licensee's use of RealNetworks software. This Attachment sets forth the Essential support obligations of RealNetworks and related obligations of Licensee.

The term for Essential Support is one year beginning on the date Licensee acquires the Software Programs. THEREAFTER, ESSENTIAL SUPPORT WILL CONTINUE FOR SUCCESSIVE TERMS OF ONE YEAR EACH UNLESS LICENSEE PROVIDES REALNETWORKS NOTICE OF NON-RENEWAL AT LEAST THIRTY DAYS PRIOR TO THE EXPIRATION OF THE THEN-CURRENT TERM. REALNETWORKS WILL INVOICE LICENSEE FOR THE NEXT YEAR OF ESSENTIAL SUPPORT PRIOR TO THE END OF THE PREVIOUS TERM. REALNETWORKS MAY TERMINATE ESSENTIAL SUPPORT IF LICENSEE FAILS TO PAY THE ESSENTIAL SUPPORT FEE.

1. DEFINITIONS.

1.1 In addition to the capitalized terms defined elsewhere in this Attachment, the following terms used herein shall have the meanings ascribed to them below:

- (a) "Software Programs" shall mean the specific RealNetworks software products licensed by Licensee pursuant to the License Agreement(s) and subject to this Attachment. Software Programs for which Essential Support is available include, but are not limited to, Helix Server, Helix Proxy, Helix Gateway, Helix Live Transmitter, Helix Security Manager, Helix Producer Plus, RealPlayer Enterprise Manager, and RealPlayer Enterprise.
- (b) "Documentation" shall mean any manuals, pamphlets or other written material, either hardcopy or softcopy, provided by RealNetworks that pertain to the Software Programs. This is also to include written material on the RealNetworks Customer Relations website located at <http://service.real.com>.
- (c) "RN Client" shall mean any RN client application used for playing multimedia, including the RealPlayer, RealPlayer Enterprise and any future versions.
- (d) "Error" shall mean any instance in which the Software Programs do not materially conform to the Documentation; provided, however, that an Error shall not include any material nonconformance that is due to hardware, software, or other equipment not referred to in the Documentation as being compatible with the Software Programs, nor shall it include material nonconformance that is due to hardware, software, or other equipment errors in the Licensee's deployment not attributed to the Software Program (i.e., Hard disk failure, network outage).
- (e) "Priority 1 Error" shall mean any condition that precludes core functions of the Software Programs from being performed due to suspected or actual Errors in the Software Programs (e.g. complete system outage; total loss of functionality; greater than 25% degradation in

- capacity or traffic handling capability), and which affects more than 25% of the clients or more than 25% of the hosted content (as applicable). Once a workaround or solution is provided, the Error shall be reclassified according to the definitions found in section 1.1. All other Errors which preclude core functions in the Software Programs from being performed shall be Priority 2 Errors.
- (f) "Priority 2 Error" shall mean any condition that precludes one or more major functions of the Software Programs (e.g. inability to stream a supported file type; errors preventing logging) from being performed due to suspected or actual Errors in the Software Programs, and which affects more than 25% of the clients or more than 25% of the hosted content (as applicable). All other Errors which preclude one or more major functions in the Software Programs from being performed shall be Priority 3 Errors.
 - (g) "Priority 3 Error" shall mean any condition that results in a significant loss or degradation of functionality of the Software Programs due to suspected or actual Errors in the Software Programs.
 - (h) "Priority 4 Error" shall mean any condition (i) that precludes one or more non-essential functions of the Software Programs from being performed due to suspected or actual Errors in the Software Programs; or (ii) in which Licensee's technical support personnel need reasonable assistance or information regarding the Software Programs.
 - (i) "Workaround" shall mean: (i) an alteration to the configuration of the end user's computer or software; or (ii) a change in the way the end user accomplishes a task using the Software Programs; any of which may be of a temporary nature, to help avoid the Error. Workarounds shall not involve Updates to the software.
 - (j) "First Level Support" shall consist of accepting and handling end user calls and troubleshooting to the point of verifying that there is an Error and that the Error, if any, is in the Software Programs.
 - (k) "Second Level Support" shall consist of telephone and remote diagnostic support to Licensee contact (not directly to end users or other third parties) with regard to the operation and utilization of the Software Programs and maintenance modifications, error corrections, bug fixes, or Documentation changes necessary to address or workaround a reported error.
 - (l) "Licensee Contact" shall mean an individual designated in writing by Licensee who is authorized to contact the Support Center. Licensee may substitute Licensee Contacts at any time upon written notice thereof to RealNetworks.
 - (m) "Support Center" shall mean the RealNetworks' Support Center located at 2601 Elliott Avenue, Seattle, Washington 98121, or such other location from which RealNetworks provides support to Licensee hereunder.
 - (n) "Updates" shall mean any bug fixes or minor enhancements to the Software Programs generally issued by RN to its licensees receiving Essential Support Services during the term of this support agreement. Updates are indicated by the incrementing of the digit to the right of the furthest most decimal place in a given release. For example, Version 1.0.2 will be considered an Update from Version 1.0.1.
 - (o) "Upgrades" shall mean any upgrades, bug fixes, enhancements, new releases, or successor versions to the Software Programs generally issued by RN to its licensees receiving Essential Support Services during the term of this support agreement. Notwithstanding the foregoing, Upgrades does not include any (i) third party products distributed by RN with the Software

Programs on an OEM basis, (ii) new products released by RN during the Term that are not successor versions to the Software Programs; or (iii) features that are separately licensed by RN, such as value-added extensions. Upgrades are indicated by the incrementing of the first digit of the given release. For example, Version 2.0.0 shall be considered an Upgrade from Version 1.x.

1.2 All other capitalized terms used in this Attachment and not otherwise defined herein shall have the meanings ascribed to them in the License Agreement.

2. LICENSEE OBLIGATIONS

- 2.1 Licensee shall be responsible for providing English language only First Level Support for the Software Programs. RealNetworks shall not be required to have direct contact with Licensee's distributors or end users for purposes of Support.
- 2.2 Licensee shall ascertain the nature of each reported Error, and the circumstances under which such Error occurs. Licensee shall use reasonable commercial efforts to provide RealNetworks with information, traces, server access or documentation sufficient for RealNetworks to duplicate the Error. RN shall not be held responsible for delays caused by Licensee's failure to provide any information required to troubleshoot and resolve any Errors. Upon RealNetworks' duplication of such Error, the parties shall mutually determine in good faith the reasonable classification of such Error.
- 2.3 Licensee shall designate a reasonable number of Licensee Contacts, not to exceed five (5) individuals at any given time, for communication with RealNetworks' representatives at the Support Center and shall make reasonable efforts to minimize redundancy in support requests. All Licensee support requests must be made through a Licensee Contact. Each Licensee Contact shall have adequate technical expertise, training and experience to fulfill his or her responsibilities. Licensee shall immediately provide RealNetworks with the name, title and 24-hour contact information for each Licensee Contact, as well as their immediate supervisor.
- 2.4 Licensee agrees that when requesting support services, it shall follow the following procedures: (i) Licensee shall first contact the Support Center through standard support channels, e.g. telephone or e-mail; (ii) If Licensee does not receive a response from the Support Center within the requisite time frame set forth in Sections 3.1 and 3.2 below, it shall contact, via pager, the Server Technical Support Manager. The contact information is provided below:

Function	Telephone Number	Web Support	Pager (Silver Level Support only)
Essential Support Engineers	<ul style="list-style-type: none"> • 1-888-768-3247 (toll-free) • 1-206-674-2681 (local) 	http://www.realnetworks.com/support/index.html	206-419-4087

- 2.5 Licensee agrees that it will provide its end users up-to-date technical support information through a link to RealNetworks' Customer Relations website (<http://service.real.com>). Licensee agrees that it will not post any technical support information without RealNetworks' prior written consent.
- 2.6 Each party agrees to keep all conversations, e-mail messages, and information about reported errors or problems in the Software Programs confidential, and neither party shall distribute or disclose such information to any third parties. Each party shall maintain this confidentiality for a period of five (5) years after this attachment terminates. The foregoing shall not prevent RealNetworks from disseminating information concerning the Software Programs that has been provided by Licensee provided that RealNetworks does not identify Licensee or otherwise compromise RealNetworks' confidentiality obligations towards Licensee.

3. REALNETWORKS SUPPORT OBLIGATIONS.

- 3.1 Support Center personnel shall be available for English language only telephone contact Monday through Friday, 7:00 AM to 5:00 PM Pacific Time, at the Support Center, exclusive of RealNetworks' local holidays. RealNetworks will respond to all email inquiries within one (1) business day of having been contacted.
- 3.2 In the event of a Priority 1 Error, RealNetworks will ensure that the Silver Level support Licensee has the ability to contact a Support Center technician 24 hours per day, 7 days per week. RealNetworks will respond to such errors within two (2) business hours and provide a workaround or temporary fix within (4) business days. If the error cannot be addressed in a temporary workaround, RealNetworks shall correct it as appropriate in its following full version release.
- 3.3 In the event of a Priority 2, 3 or 4 Error, RealNetworks will provide support as described in Section 3.1.
- 3.4 For the avoidance of doubt, RealNetworks shall not have any support obligations with respect to beta versions of Software Programs. RealNetworks shall not have any support obligations with respect to legacy versions of Software Programs older than one full version release prior to the Current Version Release, where "Current Version Release" means the version of Software Programs available on RealNetworks.com and/or on the Product Account Maintenance ("PAM") website. For example, if the version of RN server software currently available on RealNetworks.com is 12.0, RN shall support versions 11 and 12.
- 3.5 Provided Licensee is not in breach of its obligations RealNetworks shall provide to Licensee all Upgrades for the Software Program for the duration of this contract. Such Upgrades shall be provided to Licensee electronically, together with applicable Documentation and instructions for installation, use and duplication. RealNetworks shall deliver to Licensee the beta and final release of each Upgrade as such versions are generally made available.
- 3.6 Licensee agrees to keep its RN software at the most current version available.

4. DISCLAIMER.

4.1 RealNetworks provides Support "AS IS", and disclaims all warranties, either expressed or implied. REALNETWORKS SHALL NOT BE LIABLE TO LICENSEE OR ANY OTHER PERSON UNDER ANY LEGAL THEORY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER ARISING OUT OF REALNETWORKS' PROVISION OF SUPPORT SERVICES HEREUNDER, INCLUDING DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF REALNETWORKS HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY. FURTHER, IN NO EVENT SHALL REALNETWORKS' LIABILITY UNDER ANY PROVISION OF THIS ATTACHMENT EXCEED THE ANNUAL SERVICE FEE PAID BY LICENSEE.

4.2 These terms are subject to change at any time. RN will endeavor to notify customers of significant changes but shall not be liable for any suspension or change of support provided to the customer based on policy changes.