

TERMS AND CONDITIONS FOR SUPPORT FOR REALNETWORKS® PRODUCTS

This support agreement (“Support Agreement”) is supplemental to the end user license agreement(s) (“EULAs”) between RealNetworks, Inc. (“RealNetworks”) and Licensee governing Licensee’s use of RealNetworks software. This Support Agreement sets forth the support obligations of RealNetworks and related obligations of Licensee. REALNETWORKS MAY TERMINATE SUPPORT AND INITIATE A COLLECTION ACTION AT LICENSEE’S EXPENSE IF LICENSEE FAILS TO PAY THE SUPPORT FEE DUE.

1. DEFINITIONS

1.1 The following terms are defined as follows:

- (a) “Documentation” means any manuals, pamphlets or other written material, either hardcopy or softcopy, provided by RealNetworks that pertain to the Software Programs or Hardware.
- (b) “Error” means 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 or Hardware, nor shall it include material nonconformance that is due to hardware, software, or other equipment errors in the Licensee’s deployment not due to the Software Program (e.g. hard disk failure or network outage).
- (c) “First Level Support” means accepting and handling end user calls and troubleshooting to the point of verifying that there is an Error in the Software Programs, the nature of the Error, and the circumstances under which such Error occurs.
- (d) “Hardware” means the hardware component of any RealNetworks product distributed with a Software Program.
- (e) “Licensee Contact” means individual(s) designated in writing by Licensee who is authorized to contact the Support Center. Licensee may substitute other individuals at any time upon written notice to RealNetworks.
- (f) “Second Level Support” means remote diagnostic support to a 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 create a Workaround for a reported Error.
- (g) “Software Programs” means the specific RealNetworks software products (embedded or sold separately), licensed by Licensee pursuant to a EULA, listed at <http://www.realnetworks.com/helix/end-of-life-policy.aspx>.
- (h) “Support Center” means the RealNetworks Support Center located at 1501 1st Ave S. Suite 600, Seattle, Washington 98134, or such other location from which RealNetworks or its designee provides support to Licensee hereunder.

(i) "Upgrades" means any upgrades, bug fixes, enhancements, new releases, or successor versions of or to the Software Programs generally issued by RealNetworks to its licensees receiving upgrades and support services during the term of this Support Agreement. Upgrades do not include any features that are separately licensed by RealNetworks, such as value-added extensions.

(j) "Workaround" means a temporary (i) modification to the Software Programs, (ii) alteration to the configuration of the end user's computer or software, or (iii) change in the way the end user accomplishes a task using the Software Programs, to help avoid an Error.

1.2 All other capitalized terms used in this Support Agreement and not otherwise defined herein have the meanings defined in the applicable EULA(s).

2. LICENSEE OBLIGATIONS

2.1 Licensee shall be responsible for providing First Level Support for the Software Programs. RealNetworks is not required to have direct contact with Licensee's end users for purposes of First Level Support.

2.2 Licensee shall use reasonable commercial efforts to provide RealNetworks with information, traces, server access or documentation sufficient for RealNetworks to duplicate the Error determined in Licensee's First Level Support.

2.3 Licensee shall designate a reasonable number of Licensee Contacts, not to exceed five (5) individuals at any given time, for communication with Support Center representatives 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, immediate supervisor, and 24-hour contact information for each Licensee Contact.

2.4 Licensee agrees that it will provide its end users up-to-date technical support information through a link to RealNetworks' Helix Support website (<http://www.realnetworks.com/helix/streaming-media-support>) where they can access FAQs and other resources. Licensee agrees that it will not post any other technical support information regarding the Software Programs without RealNetworks' prior written consent.

2.5 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 except RealNetworks may disseminate support solutions concerning the Software Programs that does not identify Licensee. Each party shall maintain this confidentiality for a period of five (5) years after this agreement terminates, or such longer period as required by a non-disclosure agreement between the parties.

3. REALNETWORKS' SUPPORT OBLIGATIONS

3.1 RealNetworks shall provide Second Level Support for Software Programs. Support Center personnel shall be available for English language only prearranged telephone appointments Monday through Friday, 8:00 AM to 3:00 PM Pacific Time, exclusive of the scheduled holidays below. The holiday schedule is based on U.S. holidays but is applicable to all regions. RealNetworks will respond to all email inquiries within two (2) business days of having been contacted. Licensees can file support requests at <http://www.realnetworks.com/helix/streaming-media-support/>.

Holiday Schedule:

- Martin Luther King Day
- Presidents' Day
- Week after Easter and the following week
- Memorial Day
- Day on which Independence Day is observed, the remainder of that week, and the following week
- Labor Day
- Week in which Thanksgiving occurs
- Week in which Christmas occurs through January 2nd

3.2 Provided Licensee is not in breach of any of its obligations RealNetworks shall provide to Licensee all Upgrades for each Software Program for the duration the term of support. 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 final release of each Upgrade as such versions are generally made available.

4. DISCLAIMER

4.1 REALNETWORKS PROVIDES SUPPORT SERVICES "AS IS," AND DISCLAIMS ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. 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. FURTHER, IN NO EVENT SHALL REALNETWORKS' LIABILITY UNDER THIS ATTACHMENT EXCEED THE ANNUAL SERVICE FEE PAID BY LICENSEE.

4.2 These terms are subject to change at any time and supersede all prior support agreements worldwide. RealNetworks 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.