DivX, INC. ("Licensor") LICENSE AGREEMENT

YOU SHOULD CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS BEFORE USING THIS PRODUCT. IT CONTAINS SOFTWARE, THE USE OF WHICH IS LICENSED BY LICENSOR TO ITS CUSTOMERS FOR THEIR USE ONLY AS SET FORTH BELOW. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT USE THE SOFTWARE. USING ANY PART OF THE SOFTWARE INDICATES THAT YOU ACCEPT THESE TERMS.

THE PRODUCT IS PROVIDED "AS IS". THERE ARE NO WARRANTIES UNDER THIS†AGREEMENT, AND LICENSOR DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.

GRANT OF LICENSE: Licensor grants to you this personal, limited, non-exclusive, non-transferable, non-assignable license solely to use in a single copy of the Licensed Works on a single computer for use by a single concurrent user only, and solely provided that you adhere to all of the terms and conditions of this Agreement. "Licensed Works" means computer software together with any related documentation (including design, systems and user) and other materials for use in connection with such computer software in this package. The foregoing is an express limited use license and not an assignment, sale, or other transfer of the Licensed Works or any Intellectual Property Rights (as defined below) of Licensor.

ASSENT: By opening the file package containing this software, you agree that this Agreement is a legally binding and valid contract, agree to abide by the intellectual property laws and all of the terms and conditions of this Agreement, and further agree to take all necessary steps to ensure that the terms and conditions of this Agreement are not violated by any person or entity under your control or in your service.

OWNERSHIP OF SOFTWARE: The Licensor and/or its affiliates or subsidiaries own certain rights that may exist from time to time in this or any other jurisdiction, whether foreign or domestic, under patent law, copyright law, publicity rights law, moral rights law, trade secret law, trademark law, unfair competition law or other similar protections, regardless of whether or not such rights or protections are registered or perfected (the "Intellectual Property Rights"), in the Licensed Works. ALL INTELLECTUAL PROPERTY RIGHTS IN AND TO THE LICENSED WORKS ARE AND SHALL REMAIN IN LICENSOR.

TRIALS: Components included in this file package may be subject to trial periods for the purposes of evaluation prior to purchase. Trial periods may begin either upon installation, upon first use of a component, or as the user elects when prompted by a product or its subcomponents. Upon expiration of a trial period, products may cease to function or continue to operate with reduced functionality. Duration of trial periods is as marketed by Licensor, indicated during installation, specified in the product documentation, or displayed on the product GUI.

PRODUCT REGISTRATION: Use of some components in this file package may be governed by product registration technology. Unregistered products may be non-functional or subject to trials. During registration, a serial number will be issued to you by Licensor or its affiliates for one or more components. Upon entering a valid serial number for a component ("registering" the component), the registered component will be released of its trial and/or non-functional limitations. You agree not to disclose any serial number issued to you to any third-party for any reason, except for the purposes of acquiring product support from Licensor or its affiliates.

SOFTWARE INSTALLATION: Components bundled with our software may report to Licensor and/or its affiliates the installation status of certain marketing offers, such as toolbars, and also generalized installation information, such as language preference and operating system version, to assist Licensor in its product development. No personal information will be communicated to DivX or its affiliates during this process. Licensor may in the future

offer additional components (such as a toolbar) through our version checking/update system.

NO COMMERCIAL USE: This License Agreement grants you the right to use the software for personal use only. Commercial use of the software or of the work products resulting from its use is not permitted under this License Agreement.

NO TRANSCODING: You are prohibited from using this software with a software or hardware product whose purpose is to "transcode" or convert DivX video or DivX Media Format content into an alternate format.

## RESTRICTIONS:

- (a) You are expressly prohibited from copying, modifying, merging, selling, leasing, redistributing, assigning, or transferring in any matter, Licensed Works or any portion thereof.
- (b) You may take a single copy of materials within the package or otherwise related to Licensed Works only as required for backup purposes.
- (c) You are also expressly prohibited from reverse engineering, decompiling, translating, disassembling, deciphering, decrypting, or otherwise attempting to discover the source code of the Licensed Works as the Licensed Works contain proprietary material of Licensor. You may not otherwise modify, alter, adapt, port, or merge the Licensed Works.
- (d) You may not remove, alter, deface, overprint or otherwise obscure Licensor patent, trademark, service mark or copyright notices.
- (e) You agree that the Licensed Works will not be shipped, transferred or exported into any other country, or used in any manner prohibited by any government agency or any export laws, restrictions or regulations.
- (f) You may not publish or distribute in any form of electronic or printed communication the materials within or otherwise related to Licensed Works, including but not limited to the object code, documentation, help files, examples, and benchmarks.

TERM: This Agreement is effective until terminated. You may terminate this Agreement at any time by uninstalling the Licensed Works and destroying all copies of the Licensed Works. Upon any termination, you agree to uninstall the Licensed Works and return or destroy all copies of the Licensed Works, any accompanying documentation, and all other associated materials.

GOVERNING LAW: This License Agreement shall be governed by the laws of the State of California and by the laws of the United States, excluding their conflicts of law principles. The United Nations Convention on Contracts for the International Sale of Goods (1980) is hereby excluded in its entirety from application to this License Agreement.

## WARRANTIES AND DISCLAIMER:

EXCEPT AS EXPRESSLY PROVIDED OTHERWISE IN A WRITTEN AGREEMENT BETWEEN LICENSOR AND YOU, THE LICENSED WORKS ARE NOW PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THE WARRANTY OF NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, LICENSOR MAKES NO WARRANTY THAT (i) THE LICENSED WORKS WILL MEET YOUR REQUIREMENTS, (ii) THE USE OF THE LICENSED WORKS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE LICENSED WORKS WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF THE LICENSED WORKS WILL MEET YOUR EXPECTATIONS, (v) ANY ERRORS IN THE LICENSED WORKS WILL BE CORRECTED, AND/OR (vi) YOU MAY USE, PRACTICE, EXECUTE, OR ACCESS THE LICENSED WORKS WITHOUT VIOLATING THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON

HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IF CALIFORNIA LAW IS NOT HELD TO APPLY TO THIS AGREEMENT FOR ANY REASON, THEN IN JURISDICTIONS WHERE WARRANTIES, GUARANTEES, REPRESENTATIONS, AND/OR CONDITIONS OF ANY TYPE MAY NOT BE DISCLAIMED, ANY SUCH WARRANTY, GUARANTEE, REPRESENATION AND/OR WARRANTY IS: (1) HEREBY LIMITED TO THE PERIOD OF EITHER (A) THIRTY (30) DAYS FROM THE DATE OF OPENING THE PACKAGE CONTAINING THE LICENSED WORKS OR (B) THE SHORTEST PERIOD ALLOWED BY LAW IN THE APPLICABLE JURISDICTION IF A THIRTY (30) DAY LIMITATION WOULD BE UNENFORCEABLE; AND (2) LICENSORÍS SOLE LIABILITY FOR ANY BREACH OF ANY SUCH WARRANTY, GUARANTEE, REPRESENTATION, AND/OR CONDITION SHALL BE TO PROVIDE YOU WITH A NEW COPY OF THE LICENSED WORKS.

IN NO EVENT SHALL LICENSOR OR ITS SUPPLIERS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER OR NOT LICENSOR HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE LICENSED WORKS. SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

SEVERABILITY: In the event any provision of this License Agreement is found to be invalid, illegal or unenforceable, the validity, legality and enforceability of any of the remaining provisions shall not in any way be affected or impaired and a valid, legal and enforceable provision of similar intent and economic impact shall be substituted therefor.

ENTIRE AGREEMENT: This License Agreement sets forth the entire understanding and agreement between you and Licensor, supersedes all prior agreements, whether written or oral, with respect to the software, and may be amended only in a writing signed by both parties.

DivX, Inc. 4780 Eastgate Mall San Diego, California 92121 February 17, 2005