

DIVXNETWORKS, INC. END-USER 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 DIVXNETWORKS, INC., 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.

LICENSE: DivXNetworks, Inc. grants you a personal, limited, non-exclusive license to use the accompanying software program(s) (the "Software") subject to the terms and restrictions set forth in this License Agreement. You are not permitted to lease or rent (except under separate mutually agreeable terms set forth in writing), distribute or sublicense the Software or to use the Software in a time-sharing arrangement or in any other unauthorized manner. Further, no license is granted to you in the human readable code of the Software (source code). Except as provided below, this License Agreement does not grant you any rights to patents, copyrights, trade secrets, trademarks, or any other rights in respect to the Software.

The Software is licensed to be used on any computing device. You may reproduce and provide one (1) copy of such Software for each computing device on which such Software is used as permitted hereunder. Otherwise, the Software and supporting documentation may be copied only as essential for backup or archive purposes in support of your use of the Software as permitted hereunder. You must reproduce and include all copyright notices and any other proprietary rights notices appearing on the Software on any copies that you make.

NO ASSIGNMENT; NO REVERSE ENGINEERING: You may transfer the Software and this License Agreement to another party if the other party agrees in writing to accept the terms and conditions of this License Agreement. If you transfer the Software, you must at the same time either transfer all copies of the Software as well as the supporting documentation to the same party or destroy any such materials not transferred. Except as set forth above, you may not transfer or assign the Software or your rights under this License Agreement.

Modification, reverse engineering, reverse compiling, or disassembly of the Software is expressly prohibited. Analyzing the input to and output from the Software is expressly prohibited except when this is done solely to evaluate the subjective quality of the Software's visual and audio processes. You may not otherwise modify, alter, adapt, port, or merge the Software except as specified in this License Agreement.

EXPORT RESTRICTIONS: You agree that you will not export or re-export the Software or accompanying documentation (or any copies thereof) or any products utilizing the Software or such documentation in violation of any applicable laws or regulations of the

United States or the country in which you obtained them.

TRADE SECRETS; TITLE: You acknowledge and agree that the structure, sequence and organization of the Software are the valuable trade secrets of DivXNetworks, Inc. and its suppliers. You agree to hold such trade secrets in confidence. You further acknowledge and agree that ownership of, and title to, the Software and all subsequent copies thereof regardless of the form or media are held by DivXNetworks, Inc. and its suppliers.

TRADEMARKS AND COPYRIGHTS: "DivX" is a trademark of DivXNetworks, Inc. You may not remove, alter, deface, overprint, or otherwise obscure any DivXNetworks, Inc. trademark, service mark, or copyright notices included with this Software.

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. Such use may be permitted under another license, which must be separately agreed to by you and DivXNetworks, Inc.

INTELLECTUAL PROPERTY: All intellectual property rights in and to this Software are and shall remain in DivXNetworks, Inc.

TERM AND TERMINATION: This License Agreement is effective until terminated. You may terminate it at any time by destroying the Software and documentation together with all copies and merged portions in any form. It will also terminate immediately if you fail to comply with any term or condition of this License Agreement. Upon such termination you agree to destroy the Software and documentation, together with all copies and merged portions in any form.

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.

LIMITED WARRANTY; LIMITATION OF LIABILITY: EXCEPT AS EXPRESSLY PROVIDED OTHERWISE IN A WRITTEN AGREEMENT BETWEEN DIVXNETWORKS, INC. AND YOU, THE SOFTWARE IS 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, DIVXNETWORKS, INC. MAKES NO WARRANTY THAT (i) THE SOFTWARE WILL MEET YOUR REQUIREMENTS, (ii) THE USE OF THE SOFTWARE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SOFTWARE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF THE

SOFTWARE WILL MEET YOUR EXPECTATIONS, (v) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED, AND/OR (vi) YOU MAY USE, PRACTICE, EXECUTE, OR ACCESS THE SOFTWARE 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 TEXAS 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, REPRESENTATION 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 SOFTWARE OR (B) THE SHORTEST PERIOD ALLOWED BY LAW IN THE APPLICABLE JURISDICTION IF A THIRTY (30) DAY LIMITATION WOULD BE UNENFORCEABLE; AND (2) THE SOLE LIABILITY OF DIVXNETWORKS, INC. FOR ANY BREACH OF ANY SUCH WARRANTY, GUARANTEE, REPRESENTATION, AND/OR CONDITION SHALL BE TO PROVIDE YOU WITH A NEW COPY OF THE SOFTWARE.

IN NO EVENT SHALL DIVXNETWORKS, INC. 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 DIVXNETWORKS, INC. 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 SOFTWARE. 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 DivXNetworks, Inc., 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.

For information about commercial licensing please email licensing@divxnetworks.com

DivXNetworks, Inc.

10350 Science Center Drive
Building 14, Suite 140
San Diego, California 92121
16 July 2001