COMPANY Name:	**<<TAG: COMPANY NAME>>**
MS Agreement Number:	**<<TAG: AgrNum>>**
Effective Date:	**<<TAG: EffDate>>**
Expiration Date:	**<<TAG: EndDate>>**

MICROSOFT PLAYREADY INTERMEDIATE PRODUCT LICENSE

RECITAL

This Microsoft PlayReady Intermediate Product License (the "Intermediate Product License") is effective as of <<AgrEffDate>> (the "Intermediate Product License Effective Date") by and between Microsoft Corporation, a Washington corporation, on behalf of itself and its Affiliates ("Microsoft") and <<Company Corp Name>>, a corporation organized under the laws of <<Incorp>>, on behalf of itself and its Affiliates ("Company"). The terms and conditions of the PlayReady Master Agreement Number <<**PlayReadyMasterAgmtNum**>> ("Master Agreement"), including but not limited to the definitions, are hereby incorporated into this Intermediate Product License and apply to the Microsoft technology licensed hereunder, and such Master Agreement, together with this Intermediate Product License and any other PlayReady License(s) entered into between the parties, constitute the entire agreement ("Agreement") between the parties. In the event of a conflict between the terms and conditions in this Intermediate Product License and the Master Agreement, the terms in this Intermediate Product License shall apply.

1. DEFINITIONS

1.1 "Authorized Contractors" means third party installers, testers and/or contract manufacturers (other than independent contractors covered by Section 4.1 of the Master Agreement), who are not themselves Microsoft PlayReady Device Licensees**.**

1.2 "Commercial Test Certificates" means the Certificates issued by Microsoft which can be used to acquire licenses that enable the decryption of commercially-available PlayReady Content for internal testing purposes.

1.3 "Microsoft PlayReady Device Licensee" means any entity that is licensed under a Microsoft PlayReady Intermediate Product License, a Microsoft PlayReady Final Product License, or a like agreement with Microsoft or an Affiliate of Microsoft.

1.4 "Devices" means hardware products with limited functionality such as cellular phones, tablets, personal digital assistants, video game consoles, digital cameras and camcorders, set top boxes, routers and other networking devices, televisions, portable digital music players, and other consumer electronic devices such as audio receivers and DVD players. The term "Devices" does not include general purpose personal computers, computer servers, or other hardware products upon which PC Software may be run.

1.5 "PC Software" means software for a general purpose personal computer (including laptop, tablet, desktop, or netbook form factors) or computer server, which general purpose personal computer or computer server both (i) is designed and marketed for operating a wide variety of productivity, entertainment, and/or other software applications from unrelated third party software vendors; and (ii) runs a general purpose consumer operating system (e.g., Microsoft Windows, Apple OS X, desktop Linux, etc.) or computer server operating system (e.g., Windows Server, Solaris, etc.).

2. LICENSE GRANTS; PATENT COVENANT AND LICENSE LIMITATIONS

2.1 License Scope. The licenses granted in Sections 2.2, 2.3 and 2.5, and the covenant in Section 2.4, extend only to Developed Technology in Intermediate Products that are Devices or software that is specifically designed to operate on Devices. The licenses granted in Sections 2.2, 2.3 and 2.5, and the covenant in Section 2.4, do not authorize the development or distribution of Developed Technology in Intermediate Products that are PC Software.

2.2 Development Copyright and Trade Secret License. Microsoft grants to Company a non-exclusive, personal, non-transferable, non-sublicensable, non-assignable, world-wide license (i) under Microsoft's copyrights in the Licensed Technology, to reproduce and modify the Licensed Technology solely in connection with Company's development of Developed Technology; and (ii) under Microsoft's trade secret rights in the Licensed Technology, to use the Licensed Technology solely in connection with Company's development of Developed Technology.

2.3 Distribution Copyright and Trade Secret License. Microsoft grants to Company a non-exclusive, personal, non-transferable, non-sublicensable, non-assignable, world-wide license under Microsoft's copyrights and trade secret rights in the Licensed Technology to:

(a) reproduce, install and test Developed Technology on, into, or with Intermediate Product(s);

(b) provide Developed Technology in object code form to Authorized Contractor(s) to reproduce, install and test Developed Technology on, into, or with Intermediate Product(s) on behalf of Company, subject to the requirements in Section 3.5 below;

(c) obtain PlayReady Intermediate Products from other Microsoft PlayReady Device Licensees who are licensed under a Microsoft PlayReady Intermediate Product License and reproduce, install, and test such Developed Technology, on, into or with Company's Intermediate Product(s); and

(d) distribute Developed Technology incorporated into Intermediate Products to other Microsoft PlayReady Device Licensees solely for inclusion in such Microsoft PlayReady Device Licensee's Intermediate Products or Final Products and subject to the provisions in Section 3.2 below.

SAMPLE

2.4 Patent Covenant. So long as Company is in compliance with all of the terms and conditions of the Agreement, Microsoft, on behalf of itself and its Affiliates, covenants not to sue Company for infringement of a Microsoft Necessary Claim for any of the following activities, to the extent such activities occur during the term of this Intermediate Product License:

(a) Company's use of Developed Technology in Intermediate Products; and

(b) Company's making, having made (subject to the requirements in Section 3.5 below), selling, or offering for sale to other Microsoft PlayReady Device Licensees Developed Technology in Intermediate Products intended or marketed solely for inclusion and further distribution as part of Final Products or other Intermediate Products and subject to the provisions in Section 3.2 below.

Microsoft agrees that any transfer or assignment of a patent or patent application having Microsoft's or its Affiliates' Necessary Claims to a third party or an Affiliate shall be subject to this Intermediate Product License and shall not affect the covenant described above. Any purported assignment or transfer in derogation of the foregoing shall be null and void.

2.5 Demonstrations. Microsoft hereby grants to Company a non-exclusive, personal, non-transferable, non-assignable, world-wide license to use and publicly display executable versions of Developed Technology in Intermediate Products solely for purposes of demonstrating Company's PlayReady Intermediate Products for trade press and potential customers. Demonstrations under this Section must not disclose or reveal the source code or trade secrets of the Licensed Technology or any other Microsoft Confidential Information. In such demonstrations, Company shall prominently indicate that Company's PlayReady Intermediate Product contains technology licensed from Microsoft. Company shall not distribute or authorize any third parties to distribute any demonstration units of Company's PlayReady Intermediate Products, except to other Microsoft PlayReady Device Licensees in accordance with this Intermediate Product License.

2.6 Additional License Limitations.

(a) The licenses granted in Sections 2.2, 2.3 and 2.5, and the covenant in Section 2.4, do not include the right (i) to distribute PlayReady Final Products; or (ii) to distribute PlayReady Intermediate Products to end users. If Company desires to develop or distribute PlayReady Final Products, Company must obtain a separate license from Microsoft or a Microsoft Affiliate.

(b) The licenses granted in Sections 2.2, 2.3 and 2.5, and the covenant in Section 2.4, do not include a license under any of Microsoft's Necessary Claims or patents.

3. COMPANY OBLIGATIONS.

3.1 PlayReady Implementations.

(a) Generally. Company may use the Licensed Technology and Deliverables (and any Confidential Information contained therein) solely to develop Developed Technology that decrypts, encrypts, acquires and/or issues licenses for, PlayReady Content as further described in the Specifications. Company shall not use the Licensed Technology and/or Deliverables (or any Confidential Information contained therein) for any other purposes, including, without limitation, developing new or different digital rights management or other content protection or content access technology. For clarity, the foregoing does not restrict Company from including in its Intermediate Products other digital rights management or content protection technologies which Company has independently developed or licensed. Company shall not use or modify the Licensed Technology in any way that enables the Developed Technology to access and manipulate PlayReady Content without obtaining a Certificate from Microsoft (or a Microsoft Affiliate) under Section 3.4 below or under a PlayReady Final Product Distribution License.

(b) Delivered Device Implementations. Company acknowledges that any Deliverables consistening of Client SDK's for the Apple iOS and/or Android operating systems that Microsoft delivers under this PlayReady Device Distribution License shall be deemed "PlayReady Intermediate Products".

3.2 Distribution to Microsoft PlayReady Device Licensees Only.

(a) Prior to any distribution of PlayReady Intermediate Products to any third party ("Potential Authorized Licensee"), Company shall check the list of Microsoft PlayReady Device Licensees made available by Microsoft ("Licensee List"). As of the Intermediate Product License Effective Date, the Licensee List is accessible at http://go.microsoft.com/fwlink/?LinkId=142595. If the Potential Authorized Licensee is listed as a Microsoft PlayReady Device Licensee, Company may distribute such Intermediate Products to such Potential Authorized Licensee. If the Potential Authorized Licensee is not listed, Company must submit to Microsoft in writing, at the address in the Address Schedule of the Master Agreement, a request for authorization to distribute PlayReady Intermediate Products to such Potential Authorized Licensee. Microsoft will use commercially reasonable efforts to respond to such request for authorization within twenty (20) business days of receipt. Microsoft will provide Company with written notice indicating whether or not the Potential Authorized Licensee is a Microsoft PlayReady Device Licensee. Company may not distribute PlayReady Intermediate Products to a Potential Authorized Licensee unless and until such potential licensee is listed on the Licensee List or Company receives written notice from Microsoft that such Potential Authorized Licensee is a Microsoft PlayReady Device Licensee.

(b) Company may distribute Developed Technology in source code form only to those Microsoft PlayReady Device Licensees who are licensed under a Microsoft PlayReady Intermediate Product License or PlayReady Device Development and Intermediate Product Distribution License.

(c) Microsoft may provide Company with written notice that a Microsoft PlayReady Device Licensee is no longer a Microsoft PlayReady Device Licensee ("Former Licensee"). In addition, Company shall check the Licensee List at least once every calendar quarter in order to verify that each third party to whom Company has distributed PlayReady Intermediate Products is still a Microsoft PlayReady Device Licensee. Within ten (10) business days of the date on which Company learns that a third party is a Former Licensee (either from checking the Licensee List or receiving a notice from Microsoft), Company shall cease all further distribution of PlayReady Intermediate Products to such Former Licensee.

SAMPLE

(d) Company shall include the following statement (i) in all written agreements Company enters into with Microsoft PlayReady Device Licensees for the distribution of PlayReady Intermediate Products; and (ii) in a prominent position in at least one of the following places: (*1*) on the physical housing of each PlayReady Intermediate Product, (*2*) in the header files of the code, or (*3*) in the accompanying documentation: "*This product is subject to certain intellectual property rights of Microsoft and cannot be used or distributed further without the appropriate license(s) from Microsoft*."

(e) On Microsoft's reasonable request, Company shall provide Microsoft with a report of (i) the Microsoft PlayReady Device Licensees to whom Company has distributed PlayReady Intermediate Products, and (ii) the related product volumes. Company agrees that Microsoft may corroborate the information in Company's reports with reports received from other Microsoft PlayReady Device Licensees to whom Company supplies Intermediate Products. Microsoft may provide information from, and/or reasonably redacted copies of, Company's reports as may be necessary solely to verify the payment obligations of Company and/or such Microsoft PlayReady Device Licensees to whom Company supplied Intermediate Products, provided that Microsoft requires such Microsoft PlayReady Device Licensees to maintain the confidentiality of the information contained in Company's reports and to restrict use of such reports only to confirm Company's and/or such Microsoft PlayReady Device Licensees' payment obligations. Company shall (i) provide reasonable assistance to Microsoft with respect to such corroboration efforts; and (ii) maintain as Confidential Information of Microsoft any information supplied by Microsoft relative to other Microsoft PlayReady Device Licensee's reports and restrict use of such information as required by Microsoft.

3.3 API Access. To the extent that Company makes any Licensed Technology functionality available in an Intermediate Product via an API, interface, or other similar mechanism, Company shall provide to Microsoft PlayReady Device Licensees receiving such Intermediate Product the right and a means to close such mechanisms and/or make such mechanisms available only to their own applications.

3.4 Commercial Test Certificates.

(a) To the extent that Company licenses and receives one of the Deliverables in **Exhibit A**, Company is eligible to request corresponding Commercial Test Certificates. Upon receipt of a completed Certificate Request from the licensing portal at **http://wmlalicensing.com** Microsoft shall supply Company with a single set of Commercial Test Certificates for the Deliverables in **Exhibit A**. Company may use such Commercial Test Certificates solely on Company's premises for the purpose of testing its PlayReady Intermediate Products. To the extent that Company uses the Commercial Test Certificates to access any PlayReady Content, Company shall not use or distribute such content in a manner inconsistent with the PlayReady Policy associated with such content and the Compliance Rules.

(b) Company shall not distribute or disclose the Commercial Test Certificates to any third party, except independent contractors as authorized in Section 4.1 of the Master Agreement.

(c) Upon two (2) days written notice to Company, Microsoft may in its sole discretion Revoke, or instruct its Affiliates, licensees, agents, or other designees to Revoke on Microsoft's behalf, any Commercial Test Certificates supplied to Company under this Intermediate Product License. "Revoke" means to include instructions in PlayReady licenses issued by PlayReady license servers identifying a Certificate as no longer trusted. If a PlayReady Intermediate Product using a Revoked Certificate attempts to acquire a license from a PlayReady license server or a personal computer that implements PlayReady, the PlayReady Intermediate Product will not be able to acquire the necessary licenses to decrypt PlayReady Content.

(d) If a Commercial Test Certificate is Revoked for any reason other than Company's breach of this Agreement, Microsoft will, at Company's request, provide a replacement Commercial Test Certificate. If a Commercial Test Certificate is Revoked as a result of Company's breach of this Agreement, Microsoft may, but is not obligated to, issue a replacement Commercial Test Certificate.

3.5 Authorized Contractors. If Company engages Authorized Contractors to reproduce, install, and/or test Developed Technology on, or into or with Company's Intermediate Products, Company shall:

(a) Upon Microsoft's request, provide written notice to Microsoft of the identity of each Authorized Contractor;

(b) Engage such Authorized Contractor under a written agreement that obligates the Authorized Contractor to the same (or greater) obligations relative to the Developed Technology as Company agrees to under the Agreement;

(c) Use commercially reasonable efforts to correct any breach of the Agreement caused by an Authorized Contractor immediately upon discovery of such breach. Such efforts shall include, without limitation, Company's providing written notice to such Authorized Contractor to suspend its activity for Company related to the Developed Technology; and

(d) Agree to be liable for any acts or omissions by the Authorized Contractor which if performed or not performed by Company would be a breach of the Agreement.

4. SECURITY COMPLIANCE

4.1 Compliance Rules and Robustness Rules.

(a) Company acknowledges that (i) PlayReady Final Products must conform to the Compliance Rules and the Robustness Rules; and (ii) PlayReady Intermediate Products are not required to conform to the Compliance Rules and Robustness Rules.

(b) Company shall make the Compliance Rules and the Robustness Rules available to those persons having responsibility for the design and manufacture of Developed Technology.

(c) For all Developed Technology created by or for Company, Company shall (i) reasonably document the aspects of the Compliance Rules and Robustness Rules to which such Developed Technology conforms and the aspects to which it does not conform; (ii) provide such documentation to Microsoft PlayReady Device Licensees receiving PlayReady Intermediate Products from Company; and (iii) on request provide such information to Microsoft and to any other Microsoft PlayReady Device Licensees who have received PlayReady Intermediate Products containing Company's Developed Technology from another Microsoft PlayReady Device Licensee.

SAMPLE

4.2 Additional Security Precautions.

(a) From time to time, Microsoft may (but is not obligated to) provide Company with additional documentation on improving the security of Developed Technology ("Security Precautions").

(b) Security Precautions do not modify or narrow any of the Compliance Rules or Robustness Rules. PlayReady Intermediate Products are not required to conform to any Security Precautions.

(c) Security Precautions are the Confidential Information of Microsoft.

4.3 Cooperation with Other Microsoft PlayReady Device Licensees. If Microsoft identifies a Material Security Problem in a PlayReady Final Product containing Company's PlayReady Intermediate Product, Company shall (i) promptly make a technical contact available to work with Microsoft, the Final Product licensee, and other suppliers for the Final Product in analyzing the security failure; (ii) cooperate in sharing information as reasonably necessary to identify and isolate the portions of the Final Product which are the source of the Material Security Problem; and (iii) if the Material Security Problem is determined to be attributable (in whole or in part) to Company's PlayReady Intermediate Product, promptly develop and distribute a patch, fix, or new version of such Intermediate Product as quickly as commercially feasible, taking into account the severity and potential risk to PlayReady Content caused by the Material Security Problem. "Material Security Problem" means (i) the failure of a PlayReady Final Product to conform to the Compliance Rules and Robustness Rules; (ii) a security breach in Developed Technology which enables or facilitates the use or manipulation of PlayReady Content in a manner inconsistent with the PlayReady Policy associated with such PlayReady Content; and/or (iii) any material breach of the Agreement which enables or facilitates the use or manipulation of PlayReady Content in a manner inconsistent with the PlayReady Policy associated with such PlayReady Content.

5. FEES

Exhibit A lists (i) the Licensed Technology licensed under this Intermediate Product License, and (ii) the associated Deliverables (if any) to be supplied by Microsoft. Company shall pay Microsoft the non-refundable fees listed in **Exhibit A** corresponding to the Deliverables that Company elects to receive under this Intermediate Product License ("License Fees"). Company shall pay the License Fees within forty-five (45) days after the date of the Microsoft invoice in accordance with the remittance instructions provided by Microsoft. Microsoft is not obligated to provide any Deliverables until Company has paid the corresponding License Fees. On the first anniversary of this Intermediate Product License and each year thereafter, Company shall pay Microsoft the annual non-refundable maintenance fees listed in **Exhibit A** ("Maintenance Fees"). Company shall pay the Maintenance Fees within forty-five (45) days after the date of the Microsoft invoice in accordance with the remittance instructions provided by Microsoft.

6. TERM AND SURVIVAL

The term of this Intermediate Product License commences as of the Intermediate Product License Effective Date and expires three (3) years thereafter, unless earlier terminated in accordance with Section 12 of the Master Agreement. Sections 1, 3.5, 4.3, 5 (only with respect to amounts owed prior to expiration or termination), and 6 survive the expiration or any termination of this Intermediate Product License.

IN WITNESS WHEREOF, the parties have entered into this Intermediate Product License as of the Intermediate Product License Effective Date written above.

MICROSOFT CORPORATION	**<<TAG: COMPANY NAME>>**
By (sign): Here	By (sign):
Name (print): Na	Name (print):
Title:	Title:
Date: SOPSSignerDateSigned	Date:

EXHIBITS

EXHIBIT A – Description of Licensed Technology, Deliverables, License Fees and Maintenance Fees
EXHIBIT B – Addresses Schedule

SAMPLE

EXHIBIT A

DESCRIPTION OF LICENSED TECHNOLOGY, DELIVERABLES, LICENSE FEES AND MAINTENANCE FEES

Licensed Technology:

- PlayReady

Deliverables:

- PlayReady Device Porting Kit and PlayReady Documentation Pack: The source code form of Microsoft's PlayReady porting kit, applicable test Certificates, Specifications, tools and associated documentation and libraries in object code form, as well as media, printed materials, and "online" or electronic documentation.
- PlayReady Client SDK for iOS: Microsoft's implementation of the PlayReady porting kit, in object code form, that is designed to run on the Apple iOS operating system, including all certificates, libraries, specifications, sample code, tools and associated documentation, as well as media, printed materials, and "online" or electronic documentation.
- PlayReady Client SDK for Android: Microsoft's implementation of the PlayReady porting kit, in object code form, that is designed to run on the Android operating system, including all certificates, libraries, specifications, sample code. tools and associated documentation, as well as media, printed materials, and "online" or electronic documentation.

License Fee: US$50,000 [ABP-00003]

- No Deliverables

License Administration Fee: US$10,000 [ABP-00001]

Support:

- Microsoft may make paid support available to Company through separate agreements upon Company's request. Company acknowledges and agrees that Microsoft is not obligated to provide support unless and until such agreements have been executed and the corresponding fees have been paid in full.

Maintenance Fees:

- Beginning on the first anniversary of the Intermediate Product License Effective Date, and on each subsequent anniversary thereof during the term, Company shall pay Microsoft an annual Maintenance Fee. Microsoft will not provide Company with Supplemental Deliverables (if any) under this Intermediate Product License unless Company has paid all current and past due (if any) Maintenance Fees.

Maintenance Fee: US$25,000 [ABP-00002]

SAMPLE

EXHIBIT B

ADDRESSES SCHEDULE

TECHNICAL INFORMATION

Company Technical Contact* (Ship To)

Company Name:
Street Address:
City and State / Province:
Country and Postal Code:
Contact Name:
Contact Phone Number:
Contact Title:
Contact Fax Number:
Contact Email:

*** The person(s) listed as the Company Technical Contact will receive all communications regarding technical issues. Additional Technical Contacts may be added after the Intermediate Product License is executed by faxing a request on Company letterhead to WMLA at: (425) 936-7329**

BILLING

Company Billing Contact**	**Microsoft Billing Information**
Company Name:	Microsoft Licensing, GP c/o
Street Address:	Bank of America 1401 Elm Street
City and State / Province:	Dallas, TX
Country and Postal Code:	USA
VAT Number:<<**VAT**>>	ABA# 0260-0959-3 SWIFT Code: BOFAUS3N Account # 3750891058
Contact Name:	**Company shall include applicable MS invoice number(s) on all Payments**
Contact Title:	**Send Payments via Wire Transfer Only**
Contact Phone Number:	
Contact Fax Number:	
Contact Email:	

**** The person listed as the Company Billing Contact will receive all communications regarding invoicing and collections.**

SAMPLE