COMPANY Name:	**<<TAG: COMPANYNAME>>**
MS Agreement Number:	**<<TAG: Agreement Number>>**
Effective Date:	**<<TAG: AgrEffDate>>**
Expiration Date:	**<<TAG: EndDate>>**

MICROSOFT PLAYREADY SERVER DEVELOPMENT LICENSE

RECITAL

This Microsoft PlayReady Server Development License (the " Server Development License") is effective as of <<AgrEffDate>> (the "Server Development License Effective Date") by and between Microsoft Corporation, a Washington corporation, on behalf of itself and its Affiliates ("Microsoft") and, <<Company 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 << **PlayReady Master Agreement Number**>> ("Master Agreement"), including but not limited to the definitions, are hereby incorporated into this Server Development License and apply to the Microsoft technology licensed hereunder, and such Master Agreement, together with this Server Development 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 Server Development License and the Master Agreement, the terms in this Server Development License shall apply.

1. DEFINITIONS

1.1 "Microsoft PlayReady Server Licensee" means any entity that is licensed under a Microsoft PlayReady Server Development License, Microsoft PlayReady Server Deployment License, or a like agreement with Microsoft or an Affiliate of Microsoft.

1.2 "Sample Source" means source code provided by Microsoft as part of the Deliverables.

1.3 "Server Application" means a PlayReady Intermediate Product that (a) runs on Windows Server 2003 SP2 and/or future versions of Windows Server as designated by Microsoft; and (b) uses the Licensed Technology to encrypt PlayReady Content, set PlayReady Policy, and issue licenses containing, without limitation, PlayReady Policy and encrypted key(s) used to decrypt associated PlayReady Content.

1.4 "Service" means a PlayReady Final Product that incorporates a Server Application and bears Company's brand name or Logo .

2. LICENSE GRANTS; PATENT COVENANT AND LICENSE LIMITATIONS

2.1 License Scope. The licenses granted in Sections 2.2 and 2.4, and the covenant in Section 2.3, extend only to Server Applications.

2.2 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 trade secret rights in the Licensed Technology, to use the Licensed Technology solely in connection with Company's development of Server Applications; and (ii) under Microsoft's copyrights in the Licensed Technology, to:

(a) use, reproduce, install, and test the Licensed Technology, and/or modify the Sample Source, on Company's computers that are running validly licensed copies of the Windows Server 2008 operating system and/or future versions of Windows Server as designated by Microsoft, solely for the purpose of designing, developing and testing Server Applications;

(b) obtain PlayReady Server Applications from other Microsoft PlayReady Server Licensees and reproduce, install, and test such Server Applications on, into or with Company's Server Application(s); and

(c) distribute Licensed Technology (including modified versions of the Sample Source) incorporated into Server Applications to other Microsoft PlayReady Server Licensees solely for inclusion in such Microsoft PlayReady Server Licensee's Server Applications or Services and subject to the provisions in Section 3.2 below.

2.3 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 Server Development License:

(a) Company's use of the Licensed Technology in Server Applications; and

(b) Company's making, selling, or offering for sale to other Microsoft PlayReady Server Licensees Server Applications intended or marketed solely for inclusion and further distribution as part of Services or other Server Applications 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 Server Development License and shall not affect the covenant described above. Any purported assignment or transfer in derogation of the foregoing shall be null and void.

2.4 Demonstrations. Microsoft hereby grants to Company a non-exclusive, personal, non-transferable, non-assignable, world-wide license to use and publicly display Server Applications solely for demonstration to 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 Server Application contains PlayReady technology licensed from Microsoft. Company shall not distribute or authorize any third parties to distribute any demonstration units of Company's Server Applications, except to other Microsoft PlayReady Server Licensees subject to the provisions in Section 3.2 below.

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2.5 Additional License Limitations.

(a) The licenses granted in Sections 2.2 and 2.4, and the covenant in Section 2.3, do not include the right (i) to deploy Services; (ii) to develop or deploy a Server Application in any manner that is inconsistent with Section 3.1 of the PlayReady Master Agreement; or (iii) otherwise to use the Licensed Technology to issue licenses for PlayReady Content to end users. If Company desires to deploy Services, Company must obtain a separate license from Microsoft or a Microsoft Affiliate.

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

3. COMPANY OBLIGATIONS.

3.1 PlayReady Implementations. Company may use the Licensed Technology and Deliverables (and any Confidential Information contained therein) solely to develop Server Applications that issue and manage Certificates and keys, encrypt, set PlayReady Policy for, and/or issue licenses for, PlayReady Content, all 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 purpose, 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 Server Applications other digital rights management or content protection technologies which Company has independently developed or licensed. Except to the limited extent permitted under Section 3.5(a), Company shall not use or modify the Licensed Technology in any way that enables the Server Application to encrypt, set PlayReady Policy for, and/or issue licenses for, PlayReady Content, unless Company is a party to a PlayReady Service Deployment License or like agreement with Microsoft.

3.2 Distribution to Microsoft PlayReady Server Licensees Only.

(a) Prior to any distribution of Server Application(s) to any third party ("Potential Authorized Licensee"), Company shall check the list of Microsoft PlayReady Server Licensees made available by Microsoft ("Licensee List"). As of the Server Development 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 Server Licensee, Company may distribute such Server Application 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 Server Applications 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 Server Licensee. Company may not distribute Server Applications 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 Server Licensee.

(b) Microsoft may provide Company with written notice that a Microsoft PlayReady Server Licensee is no longer a Microsoft PlayReady Server 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 Server Applications is still a Microsoft PlayReady Server Licensee. Within ten (10) business days of receiving a notice from Microsoft, Company shall cease all further distribution of Server Applications to such Former Licensee.

(c) Company shall include the following statement (i) in all written agreements Company enters into with Microsoft PlayReady Server Licensees for the distribution of Server Applications; and (ii) in a prominent position in electronic or printed documentation accompanying the Server Application: "*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*."

(d) On Microsoft's reasonable request, Company shall provide Microsoft with a report listing the Microsoft PlayReady Server Licensees to whom Company has distributed Server Applications. Company agrees that Microsoft may corroborate the information in Company's reports with reports received from other Microsoft PlayReady Server Licensees to whom Company supplies Server Applications. 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 Server Licensees to whom Company supplied Server Applications, provided that Microsoft requires such Microsoft PlayReady Server 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 Server 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 Server Licensee's reports and restrict use of such information as required by Microsoft.

3.3 Reverse Engineering.

(a) Company shall not reverse engineer, decompile, disassemble, or otherwise access the source code for Deliverables provided in object code form except (i) as permitted by applicable law which cannot be waived by this subsection, or (ii) as authorized by Microsoft or a Microsoft Affiliate in a separate agreement.

(b) Company shall use commercially reasonable efforts to design Server Applications to prevent third parties from reverse engineering, decompiling or disassembling Server Applications and to prevent end users from discovering any of the source code of the Server Applications.

3.4 Required Updates. If Microsoft identifies any update(s) to the Licensed Technology in any Supplemental Deliverables delivered to Company under this Server Development License as a "Required Update", Company shall, within six (6) months after Microsoft provides such Required Update to Company, incorporate such Required Update into Company's Server Application(s) and provide such updated Server Application(s) to Company's customers.

3.5 PlayReady Certificates.

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(a) To the extent that Company licenses and receives the Deliverables in **Exhibit A**, Company is eligible to request corresponding Certificates. Upon receipt of a completed Certificate Request from the licensing portal at http://wmlalicensing.com, Microsoft shall supply Company with Certificates for the Deliverables in **Exhibit A**. Microsoft is not obligated to provide Certificates until Company has paid the Licensee Fees. Company may only use the Certificates for the purpose of testing the Server Applications.

(b) PlayReady Deployment Certificate(s) obtained pursuant to this PlayReady Server Development License will expire annually on the anniversary of the Server Development License Effective Date. To continue to use such PlayReady Deployment Certificate(s), Company must request a reissuance of its PlayReady Deployment Certificate from Microsoft by completing a PlayReady Deployment Certificate Request from http://wmlalicensing.com at least forty-five (45) days prior to the anniversary of the Server Development License Effective Date. Company's failure to make a timely request a reissuance may result in a delay of such reissuance. Microsoft reserves the right to withhold the reissuance of Company's PlayReady Deployment Certificate(s) if Company breaches this Agreement.

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

4. SECURITY COMPLIANCE

4.1 Compliance Rules.

(a) Company acknowledges that (i) Services must conform to the Compliance Rules; and (ii) Server Applications are not required to conform to the Compliance Rules.

(b) Company shall make the Compliance Rules available to those persons having responsibility for the design and development of Server Applications.

(c) For all Server Applications created by Company, Company shall (i) reasonably document the aspects of the Compliance Rules to which such Server Application conforms and the aspects to which it does not conform; (ii) provide such documentation to Microsoft PlayReady Server Licensees receiving Server Applications from Company; and (iii) on reasonable request provide such information to Microsoft.

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 Server Applications and Services ("Security Precautions").

(b) Security Precautions do not modify or narrow any of the Compliance Rules. Server Applications 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 Server Licensees. If Microsoft identifies a Material Security Problem in a Service using Company's Server Application, Company shall (i) promptly make a technical contact available to work with Microsoft, the licensee of the Service using Company's Server Application, and other suppliers for such Service in analyzing the security failure; (ii) cooperate in sharing information as reasonably necessary to identify and isolate the portions of the Service 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 Server Application, promptly develop and distribute a patch, fix, or new version of such Server Application 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 Service to conform to the Compliance Rules; (ii) a security breach in a Service 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 applicable license 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. DELIVERABLES AND FEES

Exhibit A lists (i) the Licensed Technology licensed under this Server Development License, and (ii) the associated Deliverables (if any) to be supplied by Microsoft. Company will pay Microsoft the non-refundable fees ("License Fee") listed in **Exhibit A** corresponding to the Deliverables that Company elects to receive under this Server Development License. Company will pay the License Fee 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 Fee.

6. TERM AND SURVIVAL

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

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

SAMPLE

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

EXHIBITS

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

SAMPLE

EXHIBIT A

DESCRIPTION OF LICENSED TECHNOLOGY, DELIVERABLES AND LICENSE FEE

Licensed Technology:

- PlayReady

Deliverables:

- PlayReady Server SDK and PlayReady Documentation Pack: The current (as of the Server Development License Effective Date) PlayReady Server software development kit (including Sample Source), applicable Certificate(s), Specifications and associated documentation, as well as media, printed materials, and "online" or electronic documentation.

License Fee: $30,000 [ABP-00047]

*Company shall pay this non-recoupable one-time license fee to Microsoft of Thirty Thousand United States Dollars ($30,000) ("License Fee") (ABP-00047). The License Fee will be invoiced to Company upon execution of this Server Development License by Microsoft. Company agrees that Microsoft is not obligated to provide any Certificates or Deliverables, as applicable, unless and until Company pays the License Fee to Microsoft.

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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 Server Development 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:	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.**

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