

**Before the
COPYRIGHT ROYALTY BOARD
LIBRARY OF CONGRESS
Washington, D.C.**

In the Matter of:

Digital Performance in Sound Recordings
and Ephemeral Recordings

Docket No. 2009-1
CRB Webcasting III

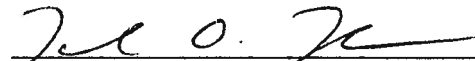
**Mutual Agreement Limiting Discovery and Production
of Certain Materials Related to Expert Testimony**

This multiparty agreement relating to the above captioned proceeding (the “Proceeding”) is entered into as of September 24, 2009, on behalf of RealNetworks, Inc., Live365, Inc., Intercollegiate Broadcasting System, Inc., Harvard Radio Broadcasting Co., Inc., College Broadcasters, Inc., Royalty Logic, LLC, and SoundExchange, Inc. (collectively, the “Participants”). The Participants are currently participants in the Proceeding governed by the regulations found at 37 C.F.R. Chapter III.

NOW, THEREFORE, in consideration of the premises and the mutual agreements, provisions and covenants contained herein, the Participants hereto agree as follows:

1. No party will seek and no party will be required to produce or disclose (i) drafts of expert reports or exhibits, (ii) documents constituting or reflecting communications between testifying or non-testifying experts and counsel, or communications between experts, or (iii) work product materials prepared for the purpose of communicating an expert’s views to counsel. The aforementioned drafts, communications and work product materials will not be the subject of any interrogatories, deposition or trial questions, and no party will inquire through any means, including interrogatories, deposition or trial questions, as to an expert’s communications, written or oral, with counsel or other experts, except to the extent an expert references or relies upon information from counsel in formulating his or her opinion or expert report.
2. This agreement does not apply to documents, communications and other materials that an expert references or relies upon in formulating his or her opinion or expert report, or to analyses performed or considered by an expert in connection with the development or formulation of his or her opinion or expert report. Such materials are discoverable.

3. Nothing in this agreement restricts the parties from inquiring, through interrogatories or at deposition or trial, into the basis of any opinion expressed by an expert. Such inquiry may include questioning an expert as to analyses, theories, models, and any other such matters that an expert considered but ultimately rejected. Further, nothing in this agreement restricts the parties from seeking documents prepared in furtherance of an expert report, including supporting calculations, spreadsheets, and other backup materials used by an expert in preparation of his or her report, and drafts of expert reports that were shared with any other testifying expert that were relied on by that other expert for his or her own expert report.
4. The Participants agree that this Multiparty Agreement may be signed in counterparts.


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Counsel for RealNetworks, Inc.

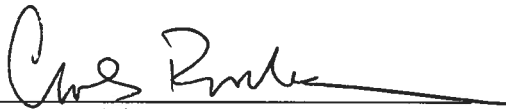
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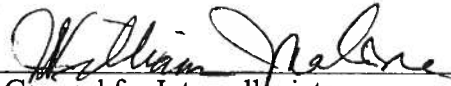
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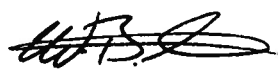
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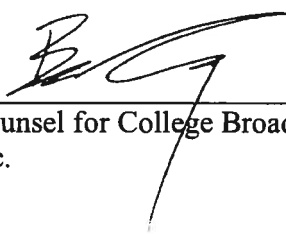
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