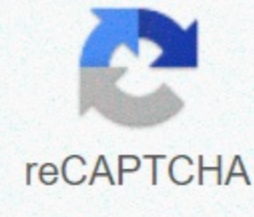




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Mutual termination of independent contractor agreement

LOUDEYE TECHNOLOGIES, INC. Severance AND MUTUAL RELEASE AGREEMENT This severance pay (Agreement) is entered into in ----- as of July 17, 2000 (Effective Date) by and between Loudeye Technologies, ----- Inc., a Delaware Company (Company) and Mike McHenry (Employee). ----- Has been employed by the company. EACH PERSON, THE COMPANY AND THE EMPLOYEE HAVE mutually agreed to terminate the employment relationship and to release each other from all claims arising from or relating to the employment relationship. NOW, therefore, taking into account the mutual promises made herein, the company and employee (collectively referred to as the Parties) hereby agree as ----- follows: 1. Resignation and termination. The Employee hereby resigns from the Company ----- as of July 17, 2000 (The Date of Termination) and such resignation ----- is hereby accepted by the Company. Employee admits his departure is instead of an ongoing involuntary separation from the company. 2. Consideration. As consideration for the release of claims listed ----- below and other obligations under this Agreement, the Employee will be given: (a) \$65,000.00 or six months of severance pay (minus applicable tax evasion, and paid in accordance with the Company's normal salary practices, (b) payment of Employee Cobra premiums including dependents until January, 2001. (c) payment in full of accrued but unused vacation days totaling \$5,856.65, and (d) payment of a travel bus ticket and 2 days expenses not exceeding \$3,000.00(d) payment of all unpaid business expenses made by the employee prior to the termination date. In recognition of Employee's willingness to enter into this agreement, Employers agree that it will not oppose Employees' application for unemployment benefits. 3. Share interests ----- (a) Share options. The Employee has earned and exercised 81,250 ----- shares as of July 17, 2000. The Employee has earned and NOT yet exercised 20,313 shares as of July 17, 2000 under the terms of the 1998 Share Option Agreement. In accordance with the terms of this plan, vested options will be exercisable at \$.06 through October 17, 2000 (90 days after the date of termination). (b) disclaimer of additional interest; Except as set forth in this ----- Section 3, the Employee acknowledges that as of the date of notice, the Employee will have no right, title or interest in or to additional shares in the Company's capital stock under the agreements referred herein or any other document, instrument or arrangement with the Company. 4. Benefits. Upon departure, Employee and/or his covered relatives ----- choose COBRA medical, dental and vision plan continuation coverage for Employee and/or his covered and the Company will reimburse the Employee for six months under such conditions as provided by COBRA. 5. Nondisparagement. Employees and Company shall not participate or agree ----- any remarks or actions that are defamatory or harmful in any way regarding the other. In addition, the parties agree to participate in any disparaging remarks about any related, affiliated or subsidiary organizations. 6. Property Return. Upon presentation of this termination and release ----- agreement, Employee shall immediately review all personal items and return to The Employer all company-owned property in Employee's possession, such as all keys to company buildings or property, all company-owned equipment, all company software, documents and papers (such as reports, sales details, business plans, notebooks and files), all corporate credit cards and any other Corporate property. Employees shall destroy personal copies of such property and shall not use or transfer the same to others. 7. Release of claims. The employee agrees that the above consideration ----- represents settlement in full of all outstanding obligations that the company has to employees. The company and employees, on behalf of themselves, and their respective heirs, executors, officials, directors, employees, investors, shareholders, administrators, predecessors and successors companies and assigns companies, and assigns from any claim, duty, obligation or cause of action relating to any matter of any kind, whether known or unknown, suspect or not intended, that either of them may have arising out of any omissions, acts or facts that have occurred up to and including the date of validity of this Agreement including, without limitation: (a) all and all claims relating to or arising from the employee's employment relationship with the Company and termination of this relationship; (b) all and all claims relating to, or arising from, employee's right to buy, or actual purchase of shares in shares in the Company; (c) any and all claims of personal injury, including but not limited to unlawful release of work; breach of contract, both expressly and implicitly, breach of a covenant of good faith and fair conduct, both express and implied; reckless or intentional infliction of emotional distress; Negligence or intentional misrepresentation, reckless or intentional 2 involvement in contracts or prospective economic advantage; and defamation; (d) any claim for violation of any federal, state or municipal statute, including, but limited to: Washington State Anti-Discrimination Act, Title VII of the Civil Rights Act of 1964, Employee Retirement Income Income the Law, the Age Discrimination in Employment Act and the Delaware General Corporations Act; (e) any and all claims arising from other laws and regulations relating to discrimination in employment or employment; and (f) any and all claims for attorneys' fees and costs. The company and the employee agree that the edition set out in this Section 7 shall be and remain in force in all respects as a full and general release on the issues being released. This release does not cover any obligations arising under this Agreement. 8. Confirmation of waiver of claims under ADEA. Employee admits ----- that he waives and release any rights employee may have under the Age Discrimination in Employment Act of 1967 (ADEA) and that ---- waiver and release is knowing and voluntarily. Employees and the Company agree that the waiver and release does not apply to any rights or claims that may arise under ADEA after the date of this Agreement. Employee acknowledges that the consideration taken for this agreement is beyond any value to which Employee was already entitled. The employee further acknowledges that he has been advised by this writing that (a) he should consult with a lawyer before enforcing this Agreement, (b) he has at least twenty-one (21) days within which he shall consider this agreement, (c) he has at least seven (7) days after the parties have made this Agreement to withdraw this Agreement (the withdrawal period, and (d) ----- this Agreement not be effective until the withdrawal period has expired; 9. Privacy. The Parties agree to use their efforts to ----- in confidence maintain the existence of this Agreement, the content and terms of this Agreement, and the consideration of this Agreement (hereinafter collectively referred to as Settlement Information). ----- 10. No other notifications. Employee represents that he has not filed any claim ----- that was released in this Agreement against companies or its releases, which are engaged or preparing to participate in any releases, and that he will not do so at any time in the future; however, this will not restrict the Employee from filing a claim in order to enforce the terms of this Agreement. 11. Confidentiality of Confidential and Proprietary Information. Employee ----- agree that at all times hereafter, the employee shall not intentionally disclose, disclose or make available to any party any of the trade secrets, patents, patent applications, price 3 decisions or determinations, inventions, customers, proprietary information or other intellectual property rights of the Company, until after such time as such information has become widely known on way than by the action of the Employee. The employee further agrees that he return all Company property and confidential and proprietary information in his possession to the Company within five (5) working days of the date of termination. The employee further acknowledges that during his employment, he has acquired highly personal and confidential information about employer directors, shareholders, officers, agents, representatives and employees, past and present, their families, friends, business associates, investments, financial affairs and business interests. Employees agree that he will respect the trusts of these individuals and will not at any time, directly or indirectly, disclose or disclose for any purpose whatsoever, or use for his own benefit, any confidential information obtained by or disclosed to Employee as a result of his employment with the Employer. The obligations under this paragraph are not intended to limit transactions in the Company's securities by the Employee in addition to those imposed by law or any other agreement to which Employee is a party. Breach of this Agreement. Employee acknowledges that in the event of breach of ----- the confidential and proprietary information provision of Section 11 of this Agreement, the Company would maintain irreparable damage from such breach, and therefore employee agrees that in addition to any other remedies that the Company may have for violation of this Agreement or otherwise, the Company shall have the right to obtain reasonable relief, including specific services and injunctions, prevent the Employee from committing or continuing any such breach of this Agreement. 13. The Competition Agreement. To ensure that the value of ----- Employer's activities will not be reduced by interference with the Employer's business or business prospects, Employee agrees that he will not compete with Employer's activities for a period of six months. Specifically, the employee agrees that for 12 months, he will not, within the United States, directly or indirectly be an independent contractor or be employed by, own, manage, operate, join, control or participate in the management, operation or control of, or be affiliated with any company or company offering or preparing to offer any product or service that directly competes with any product or service offered by the Company at the date of validity or which the Company prepared to offer at The Effective Time. 14. Non-solicitation. For a period of six months from the date of this ----- Agreement, Employee will not directly or indirectly: (a) hire, engage or participate in any effort or action to solicit customers, suppliers, employees or employees of the Company to cease doing business or terminate their association with the Company; or (b) encourage or solicit any customer, supplier, or 4 employees of the Company to violate any or employment commitment with the Company. 15. No representations. Each Party represents that it has carefully ----- and understands the scope and effect of the provisions of this Agreement. Neither party has invoked any requests or statements from the other party not specifically specified in this Agreement. 16. Ability to leave. In the event that any provision of this provision becomes or ----- is declared by a court with competent jurisdiction as unlawful, unenforceable or invalid, this Agreement shall proceed with full force and effect without any provision. 17. Arbitration. The Parties shall endeavour to settle any dispute arising ----- connection with this Agreement by consulting in good faith. In the event that no agreement can be reached on such dispute within fifteen (15) days of notification in writing by either party to the other of such dispute, the dispute shall be settled by binding arbitration to be conducted in Seattle, Washington before the American Arbitration Association in accordance with its rules, or by a judge mutually agreed. The arbitration decision shall be final, conclusive and binding on both parties and any arbitration or decision may be entered in any court having jurisdiction. The Parties agree that the prevailing party to any arbitration shall have the right to an injunction in any court with competent jurisdiction in order to enforce the award. Furthermore, the Parties agree that the prevailing party to any such proceedings shall be allocated reasonable attorneys' fees and costs. 18. The entire agreement. This Agreement represents the entire agreement and ----- agreement between the Company and the Employee regarding employee separation from the Company and supersedes and supersedes all prior agreements and agreements regarding Employees' relationship with the Company and his remuneration of the Company in addition to the share option agreement described in Section 3 and the Confidentiality Agreement. 19. No oral amendment. This Agreement may only be amended in writing ----- be signed by the

Employee and the Company. 20. Governing law. This Agreement shall be governed by the laws of ----- Washington State. 21. Counterparties. This Agreement may be enforced by counterparties, and ----- each counterpart shall have the same force and effect as an original and shall constitute an effective, binding agreement on the part of each of the signatories. 22. Mission. This Agreement may not be awarded by the Employee or ----- company without the prior written consent of the other party. Notwithstanding the foregoing, this Agreement may be awarded by the Company to a company that controls, controls or under joint control with the Company without the consent of the Employee. 5 23. Authority. Company and warrants that the undersigned ----- has the power to act on behalf of the Company and to bind the Company and anyone who may make a claim through it to the terms of this Agreement. The employee represents and warrants that he has the capacity to act on his own behalf and for anyone who can claim through him to bind them to the terms of this Agreement. Each party warrants and represents that there are no liens or claims for liens or transfers by law or equity or otherwise by or against any of the claims or causes of the action released herein. 24. Voluntary implementation of contracts. This Agreement is enforced ----- voluntarily and without any coercion or undue influence on the parties' side or behalf thereto, with the full intention of releasing all claims. The Parties acknowledge that: (a) they have read this Agreement, (b) they have been represented in the preparation, negotiation and performance of this Agreement by legal assistance of their own choice or that they have voluntarily declined to seek such advice; (c) They understand the terms and consequences of this Agreement and of the releases it contains; and (d) they are fully aware of the legal and binding effect of this Agreement; In WITNESS VAR, the parties have enforced this agreement on severance pay and mutual release on the respective dates set out below. LOUDEYE, INC. By: /s/ Martin Tobias ----- Title: CEO ----- Dated: July 17, 2000 ----- Martin Tobias, an individual ----- (Print Name) EMPLOYEE /s/ Mike McHenry ----- (Signature) Dated: 7-27-, 2000 ----- 6 6

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