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

In the Matter of Mechanical and Digital Phonorecord Delivery Rate Adjustment Proceeding	Docket No. 2006-3 CRB DPRA

THE WRITTEN DIRECT WITNESS STATEMENTS & EXHIBITS OF NATIONAL MUSIC PUBLISHERS' ASSOCIATION, INC., THE SONGWRITERS GUILD OF AMERICA, AND THE NASHVILLE SONGWRITERS ASSOCIATION INTERNATIONAL

VOLUME IV

[PUBLIC VERSION]

Filed July 14, 2008

317 472 4977

FAX COVER PAGE

3GUPLOAD.COM
3020 North Post Road
Indianapolis, IN 46229

From: John Scrofano
Finance Director
(p) 317.472.4966
(f) 317.472.4977
(e) jscrofano@3guplod.com

TO:

Fax Number: 212. 830. 5196

Attention: Hillary Kahn FROM:

Date: Dec 19, 2005 Time: 12:05 EST

Number of pages (including cover page): 3

Memo:

Hillary,

Thanks so much! Attached is the letter updated with your requested changes verbatim.

Thanks,

John

Disclaimer: This communication is for its intended recipient only, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you are not the intended recipient or the employee or agent responsible for delivering this communication to the intended recipient, you are hereby notified that any unauthorized use, dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone (317-472.4966) or e-mail, and destroy any hard copies. Thank you.

3GUPLOAD.COM

3020 North Post Road, Suite D, Indianapolis, IN 46226

CONFIDENTIAL

December 9, 2005

Ms. Hillary Kahn
EMI Entertainment World, Inc.
810 7th Avenue
New York, NY 10019

Re: Transfer of Ringtone License Agreement

Dear Hillary:

We are writing to inform you that 3GUpload.com, Inc. ("3GUpload") has agreed to sell substantially all of its assets (the "Transaction") to VantagePoint Mobile, Inc. ("VP Mobile"), an affiliate of VantagePoint Venture Partners, one of the leading technology focused private equity firms in the world ("VantagePoint"). 3GUpload's management team is extremely excited about the Transaction. We are confident that VantagePoint's unique blend of skills, industry knowledge, relationships and extensive capital will provide our business with the critical resources it needs to assure its long-term growth and success. You can learn more about VantagePoint at www.vpvp.com.

As part of the Transaction, 3GUpload proposes to assign its rights and obligations under our Ringtone License Agreement dated January 24, 2004 (the "Agreement") to VP Mobile or an affiliate of VP Mobile (the "Assignee") and for the Assignee to assume these rights and obligations. Pursuant to the terms of our Agreement, you are required to consent to such an assignment. We anticipate closing the Transaction with VP Mobile during the week ending December 16, 2005, and accordingly, would greatly appreciate your timely consent.

Please evidence your consent to the assignment of the Agreement to the Assignee (and your waiver of any otherwise applicable notice provisions under the Agreement) by signing this letter and returning it to me by facsimile to (317) 472-4977. Also, please return the signed original to me by U.S. mail. Nothing in this letter will be deemed or construed as a waiver by either party of any other right, obligation or provision under the Agreement.

I will contact you to follow-up on this matter and answer any questions you may have.

Very truly yours,

John Scrofano, Finance Director
3GUPLOAD.COM, INC.

CONSENT

The undersigned, being a duly authorized officer of EMI Entertainment World, Inc., hereby (i) consents to the assignment of the Agreement from 3GUpload to the Assignee effective as of the date of the closing of the Transaction, and (ii) provided that 3GUpload remains not less than secondarily liable for its obligations under the Agreement.

Dated: December 19, 2005

EMI Entertainment World, Inc.

By: _____

Printed: Hillary Kahn

Title: Assistant Director, Licensing

x x x COMMUNICATION RESULT REPORT (DEC. 19. 2005 2:03PM) x x x

FAX HEADER 1:
FAX HEADER 2:

TRANSMITTED/STORED : DEC. 19. 2005 1:58PM FILE MODE	OPTION	ADDRESS	RESULT	PAGE
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REASON FOR ERROR
E-1) HANG UP OR LINE FAIL
E-2) BUSY
E-3) NO ANSWER
E-4) NO FACSIMILE CONNECTION

19 05 12:07p John Scrofano 317-472-4977 p.1

317 472 4977

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From: John Scrofano
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(p) 317.472.4966
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Thanks so much! Attached is the letter updated with your requested changes verbatim.

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Ringtone License - AMENDMENT

Dated as of November 16, 2004

When signed by 3GUpload.com, Inc., 3020 N. Post Road, Suite D, Indianapolis, IN 46226 ("Licensee") and EMI Music Publishing, as successor in interest to EMI Entertainment World, Inc., 810 Seventh Avenue, New York, NY 10019 ("EMI", "Publisher), this shall constitute an amendment to that certain Ringtone license agreement between Licensee and Publisher dated January 24, 2004, effective as of January 1, 2003, as amended (the "Agreement") as in force immediately prior to the execution of this amendment.

1. All terms defined in the Agreement will have the same meanings in this amendment, unless otherwise expressly provided herein.

2. Extended Term

Subject to the terms and conditions of the Agreement and to Licensee's continued payment of the applicable Royalties specified in the Agreement, the Term of the Agreement shall be extended for an additional two (2) years, commencing on January 1, 2005 and terminating on December 31, 2006 (the "Extended Term").

3. Acknowledgment of Advance Recoupment

The parties hereby acknowledge that the Advance set forth in subparagraph 6(b) of the Agreement has been recouped by Publisher as of this date. Accordingly, Royalties continue to be payable by Licensee to Publisher pursuant to subparagraphs 6(d), 6(e), and paragraph 7 of the Agreement.

4. Notices

Paragraph 15 of the Agreement is hereby modified to provide that notices be sent to each respective party at the corporate names and addresses listed herein above.

5. Except as expressly or by necessary implication modified hereby, all provisions of the Agreement, including all attached Addenda, shall remain in full force and effect in accordance with their terms but in the event of any inconsistency(ies) between the provisions of the Agreement and the provisions of this amendment, the latter shall control.

IN WITNESS WHEREOF, the parties have caused the foregoing to be executed as of the date first above written.

EMI Music Publishing

By: _____
An authorized signatory

3GUpload.com, Inc.

By: _____
An authorized signatory

Ringtone and Mastertone License

THIS AGREEMENT (the "Agreement") is made November 22, 2004, by and between Mycoolmobileringtones.com ("Licensee"), 1629 Washington Avenue 12, New Orleans, LA 70130, and EMI Music Publishing ("EMI", "Publisher"), 810 Seventh Avenue, New York, New York 10019. All capitalized terms in this Agreement are defined in paragraph 1 below, unless otherwise indicated.

WHEREAS, EMI is actively engaged in the business of music publishing and controls the music publishing rights to certain Compositions which are contained in the music publishing catalogs listed on Schedule A, attached hereto and made a part hereof; and

WHEREAS, Licensee desires to obtain and Publisher desires to grant a license to arrange and record one or more Approved Composition(s) for the sole purpose of creating EMI Ringtones that may be distributed as EMI Tones whereby an end-user can receive a copy of the EMI Tone into a Wireless Device ("Licensee's Service"), solely in the manner provided herein and in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. Definitions

As used in this Agreement, the following terms will have the meanings set forth below:

(a) "Composition" means a musical composition which is owned and/or controlled in whole or in part by Publisher, and which is made available, in Publisher's discretion and subject to Publisher's written approval, to Licensee subject to the terms and conditions set forth in this Agreement and subject to any restrictions imposed by Publisher or by any Songwriter Agreements; provided that with respect to any Composition which is or may be owned or controlled by Publisher only in part, the term "Composition" shall refer only to that portion of the musical composition owned or controlled by Publisher. "Approved Composition" means a Composition which, pursuant to paragraph 2 below, has been approved by Publisher as an Approved Composition available for use by Licensee in accordance with the terms and conditions of this Agreement.

(b) "Copy," means a digital transmission(s) or electronic distribution(s) of a single Approved Composition contained in an EMI Tone to an end-user.

(c) "Copies Sold" and "sales" mean one hundred (100%) percent of those Copies digitally transmitted or otherwise electronically distributed to end-users (including without limitation to an end-user's Wireless Device).

(d) "Dollars" and "Cents" mean United States Dollars and Cents.

(e) "EMI Ringtone" and "EMI Mastertone" means a Ringtone and Mastertone, respectively, that features the digital transmission of an Approved Composition, the length of which shall not exceed thirty (30) consecutive seconds, solely in connection with Licensee's Service and in accordance with the terms and conditions of this Agreement. For the purpose of this Agreement, EMI Ringtones and EMI Mastertones collectively shall be referred to as "EMI Tones".

(f) "end-user" means a Wireless Device owner, user, or customer who legally procures from Licensee the sale or distribution of an EMI Tone, for that period of time only during which such transmission right has been legally procured.

(g) "Network" means the Website and Approved Additional Websites on which EMI Tones will be made available to end-users, as served from and through the Server, via a range of service channels including Internet, cable, satellite, web, WAP, SMS, or cellular transmission. Licensee at all times shall institute security measures with respect to all aspects of its Network(s) that: (i) prevent any EMI Tones or any underlying Authorized Composition from being copied, played, distributed, transmitted, performed, used or exploited, in whole or in part, in any format or by any means other than in the format and by the means permitted by Publisher hereunder; (ii) prevent unauthorized reproduction and distribution of all EMI Tones and any underlying Authorized Compositions; (iii) are sufficient, as determined by Publisher, to track and enforce the use limitations and other restrictions described in this Agreement; and (iv) meet or exceed current industry standards as they exist from time to time for the licensed delivery of music via digital transmission (including, without limitation, anti-virus, firewall, password, and anti-hacking protections).

(h) "Person" means any individual, corporation, partnership, association or other organized group or combination of any or all of the foregoing, and their legal successors or representatives.

(i) "Ringtone" means any data that resides or is stored in (whether temporarily or permanently), or which is transmitted to, a Wireless Device, which data causes a predetermined melodic sequence of a musical composition to be reproduced, performed, and/or played for purposes of announcing an incoming call, message, or other event or occurrence on such Wireless Device. For the avoidance of doubt, "Ringtone" shall not include (and this Agreement shall not be deemed to grant Licensee any rights to use Compositions in or as), inter alia, Ringbacks or Ringback tones. For the purpose of this Agreement Ringtones that: (i) embody a master sound recording of the Composition or (ii) embody vocal and/or human instrumental performances, shall be referred to as "Mastertones".

(j) "Ringbacks" or "Ringback tones" means the distribution or transmission of a musical composition to a Wireless Device or telephone for the purpose of notifying a caller that the call recipient is being alerted to the incoming call.

(k) "Server" means Licensee's proprietary Internet server which shall be located within the Territory, on which templates of the EMI Tones licensed hereunder will exclusively reside, and from which the EMI Tones will be digitally transmitted or distributed to end-users through the Network. For purposes of clarification, no EMI Tone shall be offered for sale through the Website or through an Approved Additional Website and permanently stored in an end-user's Wireless Device without first being transmitted from and through the Server.

(l) "Songwriter Agreement(s)" shall mean those agreements pursuant to which Publisher has acquired rights with respect to any Composition.

(m) "Term" has the meaning set forth in paragraph 5(a) below.

(n) "Territory" has the meaning set forth in paragraph 4 below.

(o) "Website" means a collection of interconnected hypertext markup language documents accessible at a single Universal Resource Locator ("URL") via the World Wide Web, owned and operated by the same Person or at the sole direction of such Person. "Approved Website(s)" means the Website(s) having the URL(s) http://www.Mycoolmobileringtones.com; http://www.Mycoolmobil.com, http://www.TheLordoftheringtones.net, http://www.TheLordoftheringtones.com, http://www.Lordoftheringtones.com, http://www.Coolestmobile.com, http://www.Customizedmobile.com, http://www.Customizedmobiles.com, http://www.Custommobiles.com, http://www.Tunedmobiles.com, http://www.Specializingmobiles.com, http://www.Specializedmobiles.com, http://www.Realmobiles.com, http://www.Coolcellphones.com, http://www.Coolestmobiles.com, http://www.Cellularlogos.com, http://www.Cellulartones.com, http://www.Cellphonelogos.com, http://www.Cellphonesounds.com and/or http://www.Mycoolmobile.com from which Licensee intends to advertise and market the sale of EMI

Tones. In the event Licensee desires an additional Website to become an Approved Website, Licensee shall complete, execute and submit to Publisher two (2) copies of an Addendum in the form set forth in Schedule C, and if Publisher returns to Licensee a counter-executed copy of the Addendum (which Publisher may elect to do in its sole discretion), said Website shall be deemed an Approved Website. Licensee shall reasonably cooperate with respect to Publisher's further inquiries concerning any additional Website(s) proposed by Licensee, including without limitation, the nature of business conducted on said Website(s) and by the Person(s) owning and operating or directing the operation of such Website(s), and the accounting and reporting procedures in place between Licensee and the Person(s) owning and operating or directing the operation of such Website(s).

(p) "Wireless Device" means a mobile telephone or a hybrid handheld wireless device that incorporates the telephony or messaging function of a mobile telephone and that operates on a wireless communications network regulated by the U.S. Federal Communications Commission in accordance with its rules and regulations governing commercial mobile radio services. Wireless Devices do not include, without limitation, toys, or games.

(q) Each other expression used herein, unless herein separately defined, shall have the meaning commonly understood in the music publishing industry.

2. Supply of Compositions

(a) The Compositions listed on Schedule B hereto (hereby incorporated herein by this reference) as of the Effective Date are deemed to be Approved Compositions for purposes of this Agreement. From time to time during the Term, Schedule B may be amended by Publisher in its discretion, in which event Publisher shall provide Licensee with a written copy of such revised Schedule B, and upon Licensee's receipt of such revised Schedule B, the Compositions listed on such revised Schedule B shall be deemed to be Approved Compositions for purposes of this Agreement (and to the extent that any Approved Compositions from an earlier version of Schedule B are not listed on such revised Schedule B, such Compositions shall no longer be deemed to be Approved Compositions for purposes of this Agreement). Publisher will use reasonable efforts to clearly indicate for Licensee any additions, deletions and/or corrections to the list of Compositions set forth in any revised Schedule B that is provided to Licensee.

(b) Following the execution of this Agreement and throughout the Term, Licensee may seek Publisher's approval of Compositions that do not appear on Schedule B for use as Approved Compositions for purposes of the creation and transmission of EMI Tones. In such event, Licensee shall notify Publisher in writing of said requested Compositions. If Publisher agrees to consider the approval of such requested Composition(s), it shall provide written notice thereof to Licensee who shall complete, execute and submit to Publisher two (2) copies of an Addendum in the form set forth in Schedule D, and if Publisher returns to Licensee a counter-executed copy of the Addendum (which Publisher may elect to do in its sole discretion), the Compositions set forth in such Addendum shall be deemed Approved Compositions for purposes of this Agreement and the then-current version of Schedule B shall be deemed amended to include such Approved Compositions.

(c) Publisher reserves the right, in its sole discretion, to refuse to approve any Composition(s) for use as Approved Composition(s). For purposes of example, but without limitation, except as otherwise expressly provided by Publisher, as of the Effective Date and throughout the Term, Compositions written in whole or in part by Tracy Chapman, John Lennon, Jeff Lynne, James Taylor, and Stevie Wonder, and the members of the recording artists known as Aerosmith, Foo Fighters, Nirvana, Red Hot Chili Peppers, Tool, the Mars Volta, A Perfect Circle and Savage Garden, and the Composition "You've Got A Friend" (King) are not, and shall not become, Approved Compositions.

(d) Notwithstanding anything to the contrary contained in this Agreement, Licensee shall remove any EMI Tone(s) from the Network(s) within seven (7) business days after Licensee's receipt of

notice from Publisher requesting such removal, and as of the end of such seven (7) business day period, and thereafter throughout the Term, Licensee shall not sell, transmit, or otherwise use or exploit such EMI Tone(s), and shall not permit third parties to do any of the foregoing, for any purpose without Publisher's prior written consent.

3. **Grant of Rights**

(a) **License Grant to Licensee.** Subject to the terms and conditions of this Agreement and provided that Licensee has fully complied with such terms and conditions, Publisher hereby grants to Licensee the following non-exclusive, non-transferable limited rights solely during the Term and solely in the Territory:

(i) **Arrangement and Recording.** For each Approved Composition, to arrange and record, at Licensee's sole expense, one (1) excerpt of such Approved Composition, comprising up to thirty (30) consecutive seconds of such Approved Composition, for use solely in connection with the creation of an EMI Tone based on such excerpt; provided that (A) each EMI Tone shall only contain elements of one (1) Approved Composition (for purposes of example only, an EMI Tone may not include portions of two (2) or more separate Approved Compositions); (B) the Approved Composition excerpt used to create an EMI Tone shall be a single, continuous excerpt (for purposes of example only, such excerpt may not comprise the first ten (10) seconds and the last twenty (20) seconds of such Approved Composition); (C) no arrangement created in accordance with this paragraph 3(a)(i) shall change the basic melody or fundamental character of an Approved Composition (other than as necessarily resulting from limiting the excerpt of such Approved Composition to thirty (30) consecutive seconds); and (D) all arrangements created in accordance with this paragraph 3(a)(i) shall be subject to the provisions of paragraph 11 below;

(ii) **Creation of Single Template or Server Copy.** To create a template or server copy of each EMI Tone, which shall be "uploaded" to and reside on the Server for the sole and exclusive purpose of transmitting or distributing EMI Tones to end-users in accordance with the terms and conditions herein;

(iii) **Sell Copies To End-Users.** To sell Copies of the EMI Tones, on and through the Network, so that an end-user can purchase a Copy of the EMI Tone such that the EMI Tone may be embedded in his or her Wireless Device (it being understood that temporary, transient, non-permanent copies of the EMI Tones incidental to said transmission may be created on the Network, provided (A) no permanent copies of the EMI Tones are stored or cached on the Network except on the Server or on an end-user's Wireless Device and (B) if a security breach in the Network arises, Licensee shall immediately comply with any Publisher request to block access or remove from the Server any EMI Tone so affected);

(iv) **Streaming for Promotional Purposes.** For each EMI Tone, and subject to Licensee securing all necessary public performance licenses (as described in paragraph 8 below), to "stream" up to thirty (30) consecutive seconds of such EMI Tone to Subscribers in the form of a digital audio transmission for the sole purpose of previewing or demonstrating such EMI Tone to facilitate its purchase, sale, or licensing through the Network in accordance with this Agreement; provided that Licensee shall not sell, lease, transmit, offer, or otherwise provide any EMI Tone streamed in accordance with this paragraph 3(a)(iv) (including any Approved Composition incorporated therein) as a downloadable file or in any form that would allow any subscriber, caller, or other third party to create, store, or retain a copy of all or part thereof.

(b) **Restrictions.** Notwithstanding any other provision of this Agreement:

(i) This Agreement does not authorize or permit any use or other exploitation of any Composition by Licensee or any third party, except as expressly authorized herein. If any such use or

other exploitation is made or permitted by Licensee, this Agreement shall immediately terminate, and all rights and licenses granted to Licensee hereunder shall automatically terminate.

(ii) No license or other rights are granted herein to Licensee or any third party to use any current or future trademarks, service marks, design marks or trade names of or associated with Publisher (such marks and names, collectively, the "EMI Marks"), for any purpose. Licensee may only use the EMI Marks with the prior written approval of Publisher.

(c) With respect to any Approved Composition of which less than one hundred percent (100%) is controlled by Publisher, prior to exercising any of the rights or licenses granted herein in such Approved Composition or any EMI Tone incorporating such Approved Composition, Licensee shall secure all rights and licenses from all applicable co-publisher(s) necessary to exercise, without violating the intellectual property rights or other rights of such co-publisher(s) or any third party, the rights and licenses granted herein.

(d) Nothing contained herein shall grant Licensee the right to use any particular recording of an Approved Composition.

(e) Without limiting any other provision of this Agreement, with respect to any third party rights that are necessary to be obtained by Licensee in connection with any EMI Tone or any recording or performance incorporated into or used to arrange any EMI Tone, Licensee shall be responsible for obtaining such rights at its sole expense.

4. Territory

The "Territory" covered during the Term shall be the United States, its territories and possessions (including Puerto Rico) and Canada.

5. Term

(a) The "Term" of this Agreement shall commence as of November 5, 2002 and terminate (i) with respect to EMI Mastertones, one (1) year following the Effective Date; and (ii) with respect to EMI Ringtones, on November 4, 2012.

(b) Notwithstanding the foregoing, EMI may terminate the entire grant of rights contained in this Agreement and/or the grant of rights with respect to a particular Website or Additional Approved Website, at any time for any reason upon thirty (30) days prior written notice to Licensee. Promptly thereafter, Licensee shall furnish Publisher with a written confirmation that it has performed any/all takedowns of EMI Tones from the Server necessary to comply with the applicable termination of rights by Publisher.

6. Advance / Royalties

(a) _____

REDACTED

provided electronically, along with a hard paper copy), indicating, on a country-by-country, EMI Tone-by-EMI Tone (including the title, writers' name(s), and applicable Publisher-supplied EMI song code for each Approved Composition), and Website-by-Website (i.e. statements to include both the Website and all Approved Additional Websites) basis, the number of Copies Sold or otherwise distributed and/or digitally delivered in each country of the Territory, within forty-five (45) days following the last day of each calendar quarter during which such rights are granted herein, whether or not Licensee sold or otherwise distributed Copies within such quarterly period. In addition, the accounting statement shall indicate, with respect to each Copy Sold, the retail selling price therefor, whether said Copy Sold was the result of a first-time transmission or a repeat transmission/recurring charge, and any other information necessary to determine how the applicable royalty for each Copy Sold was calculated.

(b) In addition to providing quarterly accounting statements, Licensee shall, within ninety (90) days of the Effective Date, provide Publisher, upon request, with online, real-time access to the Server in order to permit the accurate identification, tracking and verification of copies of all EMI Tones, and any other data item to be enumerated on accounting statements pursuant to subparagraph (a) above.

(c) Licensee agrees to keep and maintain true and accurate records and books of account in connection with the sale of Copies and all transactions related thereto or otherwise contemplated under this Agreement, and shall retain all such records and books for a period of not less than four (4) years following the termination of this Agreement. Publisher, by its designated representative, shall have the right, upon reasonable written notice, and during normal office hours, to examine the books and records of Licensee, at Licensee's regular place of business where the books and records are maintained, as the same pertain to the subject matter of this Agreement and to make copies and extracts thereof. Licensee shall cooperate with Publisher's representative to assist them in understanding all such material. If, as a result of any audit, it is determined that Licensee has understated the royalties due to Publisher, Licensee shall immediately pay to Publisher the amount of such underpayment. If, as a result of any audit, it is determined that Licensee has understated the royalties due to Publisher by ten (10%) percent or more, Licensee shall pay to Publisher the amount by which royalties have been understated and shall reimburse Publisher for the cost of the audit.

(d) All checks shall be in United States Dollars, shall be made payable to EMI Music Publishing and unless Publisher notifies otherwise, shall be sent to the attention of Kristin Berhalter, Music Services, Licensing Department at the address indicated in paragraph 15 below. All accountings and payments must be received by Publisher on the date such payment and statement are due, according to the terms of this Agreement, time being of the essence hereof. No payments shall be diminished or reduced in any manner for any reason, including without limitation, any withholdings, currency restrictions, exchanges or taxes. Upon written request, Publisher shall provide Licensee with a current W-9 form for each music publishing catalog receiving payment.

(e) It is understood and agreed that there shall be no "free" or "bonus goods" of the EMI Tones, as such term is understood in the industry, i.e., all Copies Sold, distributed, transmitted, or delivered, regardless of price, shall bear a full royalty hereunder.

(f) Without limiting Publisher's rights and remedies hereunder, at law or in equity: (i) past-due payments are subject to and to be accompanied by payment of interest thereon at the prime rate as established on the due date by The Bank of New York plus two (2%) percent compounded daily and computed from the date(s) upon which each such payment(s) first became due until the date(s) upon which each such payment(s) is remitted to Publisher; and (ii) Licensee shall reimburse Publisher, within five (5) days from receipt of its invoice, for Publisher's reasonable attorney's fees and costs arising out of the occurrence of any Default Event (as defined in paragraph 14), including, without limitation, any failure by Licensee timely to render statements and account to Publisher with respect to royalties which accrue to Publisher in connection with Licensee's exploitation of its rights pursuant to the applicable provisions hereof.

8. <u>No Performance Right Grant</u>

(a) No right of public performance is granted under this Agreement, such right being licensed by the American Society of Composers, Authors and Publishers ("ASCAP") and Broadcast Music Inc.

("BMI") in and for the United States, and the Society of Composers, Authors and Music Publishers ("SOCAN") in and for Canada, as applicable.

(b) Any public performance of an Approved Composition as embodied in an EMI Tone, including without limitation pursuant to paragraph 3(a)(iv) above, not otherwise licensed by ASCAP and/or BMI and SOCAN, as applicable, shall be licensed by Licensee from Publisher or from Publisher's authorized agent. If said license is to be secured from Publisher, Publisher agrees to negotiate in good faith and the issuance of such license shall be in accordance with the customary industry practices and fees.

9. Restrictions and Reservations of Rights

(a) This Agreement does not authorize or permit any use of a Composition not expressly set forth herein and does not include the right to alter the fundamental character of the music of an Composition, and, specifically, the terms of this Agreement are limited to the use of each Approved Composition only as originally fixed in the EMI Tone. Publisher reserves all rights not expressly granted to Licensee hereunder. All rights granted hereunder are granted on a non-exclusive basis.

(b) No Composition may be used in a dramatic fashion, as such term is understood in the industry, or in any manner which could be considered in bad taste or offensive; i.e. each Approved Composition shall be used with regard to social convention and decency so as not to bring such Composition, the composers thereof, or Publisher into public disrepute or reflect adversely on the Composition, the composers thereof, or Publisher. No individual Composition may be used in connection with any product, any service, or in the branding, marketing, advertising or promotion of any product, service or event.

(c) Without limiting the force and effect of the foregoing, and without intending to provide an exhaustive list of prohibitive acts, this Agreement does not include the rights to: (i) rent or lease an EMI Tone; (ii) sell or otherwise distribute EMI Tones except for the personal use of individual Wireless Device owners; (iii) parody the music or lyrics of an Approved Composition; (iv) make, sell or distribute phonorecords of an Approved Composition; (v) utilize a sound recording and/or audiovisual master(s) not owned or separately licensed by Licensee; (vi) synchronize (or authorize others to synchronize) any Approved Compositions with visual images or events or include any Approved Composition in any audio-visual work, including without limitation in commercials or games; (vii) use the title of an Approved Composition except for factual and/or descriptive purposes for identifying the EMI Tones available to for purchase; (viii) use any Composition that is not a Approved Composition in any way; or (ix) use an Approved Composition on any broadcast/cablecast or on-line services (whether viewable in real time or downloadable) not specifically enumerated in this Agreement, or on any interactive program, platform, media or storage device, or any promotional use not specifically enumerated herein. Any occurrence of the above-noted items by Licensee or authorized by Licensee shall render all aspects of the Agreement immediately null and void and this Agreement shall terminate.

(d) Except for listing on the Network the composers' names for factual and/or descriptive purposes for identifying the EMI Tones available for purchase, no right whatsoever is being granted hereunder to use or authorize other Persons to use the names (including any professional names, previously, now or hereafter used), facsimile signatures, voices, likenesses or biographical material of, concerning, or regarding any of the composers of a Composition for any purpose whatsoever, including, without limitation, for purposes of exploitation of an EMI Tone on the Network. In no event shall a name of a composer of a Composition be featured more or less prominently than any other composer's name.

10. Warranties and Representations/Indemnity

(a) Publisher warrants only that it has the legal right, power and authority to grant this license and this license is given and accepted without any other warranty or recourse. Publisher hereby agrees to indemnify and hold harmless Licensee and its respective officers, directors, agents, and employees (hereinafter, the "Indemnitees") from and against any and all liabilities, damages, costs, charges, recoveries, judgments, penalties, expenses or losses of whatsoever kind or nature, actually incurred by the Indemnitees (including reasonable attorneys' fees and disbursements) which may be obtained against, imposed upon or suffered by the Indemnitees or any of them, by reason of any breach by Publisher of any of its warranties or representations hereunder. In no event shall the total liability of Publisher in connection with the rights granted for each Approved Composition licensed hereunder exceed the consideration received by Publisher in connection with the licensing of said Approved Composition. Licensee will give Publisher prompt notice of any claim and Publisher will have the right to assume the defense thereof at Publisher's expense.

(b) Licensee represents and warrants that:

(i) there are no actions, suits, proceedings, agreements or other impediments, actual or threatened, which would prevent or impair it from performing its duties and obligations hereunder; and

(ii) it is fully empowered to enter into this Agreement and to perform its duties and obligations hereunder, that it is and shall at all times remain possessed of all rights necessary for it to completely fulfill all of its material obligations hereunder, and that its entering into this Agreement and fulfilling such obligations (including but not limited to maintenance of the Network) does not and shall not infringe upon the rights of any Person whatsoever.

(c) Licensee further represents and warrants that it shall obtain or secure (and maintain during the Term) all necessary and required licenses concerning:

(i) intellectual properties furnished or selected by Licensee and contained in any materials used in connection with the marketing, sale or distribution of Ringtones as authorized hereunder, including without limitation name and likeness rights, and that said materials shall not violate or infringe upon the rights of any third party, including without limitation intellectual property rights and/or rights of privacy and publicity; and

(ii) intellectual properties furnished or selected by Licensee and contained in an EMI Tone not licensed hereunder including that portion of the music publishing rights in and to each Approved Composition not controlled by Publisher; and that said materials shall not violate or infringe upon the rights of any third party, including without limitation intellectual property rights and/or rights of privacy and publicity.

(d) Licensee agrees to fully indemnify Publisher and hold Publisher (and its officers, directors, and employees) harmless of and from any and all liabilities, claims, causes of actions, damages, interest, charges, recoveries, judgments, penalties, expenses or losses of whatsoever kind of nature, (including without limitation, legal expenses and counsel fees and disbursements) of any kind whatsoever which may be occasioned, suffered or incurred by Publisher, either directly or indirectly, in whole or in part, resulting from or in connection with any breach or threatened breach by Licensee of any of the terms, covenants, representations and warranties contained herein, and/or any claim by any Person inconsistent with any of the representations, warranties and covenants hereunder. In addition, Licensee will reimburse Publisher on demand for any payment made at any time after the date hereof for any liability or claim to which this clause relates that has resulted in a judgment against Publisher or which has been settled with the written consent of Licensee (which consent shall not unreasonably be withheld). Publisher will give Licensee prompt notice of any claim and Licensee will have the right to assume the defense thereof at Licensee's expense.

11. Arrangements/Copies

All EMI Tones and the master recordings therefor shall be the sole and exclusive property of Publisher from inception, and Licensee hereby sells, assigns and transfers all right, title and interest in and to each such EMI Tone and master recording to Publisher, including without limitation all copyright registrations and applications, and all renewals and extensions thereof, throughout the world. Any arrangement(s) which Licensee shall cause to be made of an Approved Composition in the creation of an EMI Tone shall be made at Licensee's own expense and shall be created only as the result of employment-for-hire and such arrangement shall be "Work Made For Hire" for Publisher, as such term is used in the United States Copyright Law. Licensee hereby sells, assigns and transfers any such arrangement(s) and all right title and interest in and to each such arrangement to Publisher and the worldwide copyright and renewals and extensions of copyright therein. Licensee warrants and represents that all Persons rendering services in connection with the creation of EMI Tones shall have executed, prior to the commencement of creation of any EMI Tone to which such Persons have contributed, written agreement(s), in full compliance with the laws of the United States and other countries, stating that those EMI Tones, including any master recordings therefor and any arrangements on which such EMI Tones are based, are considered a work made for hire for Publisher and irrevocably assigning all such Person's rights throughout the Territory in perpetuity, including without limitation copyrights, in those EMI Tones and other materials to Publisher. Upon Publisher's request, Licensee will cause to be executed and delivered to Publisher all assignments and transfers of ownership of copyright (including without limitation all copyright registrations and applications, and all renewals and extensions thereof) in the EMI Tones, including any master recordings therefor and any arrangements on which such EMI Tones are based, and any other documents as Publisher may deem necessary or appropriate to vest in Publisher the rights granted to Publisher in this Agreement. Neither Licensee nor any arranger shall be entitled to authorship credit or status as a collaborator or any remuneration by way of royalty or otherwise from the authors of such Approved Composition or from Publisher or any of Publisher's designated agents. No arrangement shall change the basic melody of any Approved Composition.

(b) Licensee shall enable Publisher freely and without charge or expense to receive EMI Tones to ensure Licensee's adherence with and to the terms and conditions of this Agreement. Any such receipt by Publisher will not constitute a Copy and will not be deemed a royalty-bearing event.

12. Ownership

Except as expressly permitted in this Agreement, Licensee shall not at any time, directly or indirectly, license, transfer, assign, sell or otherwise dispose of, pledge, mortgage or in any way encumber any Composition or any interest of any kind therein, and/or any right or license granted hereunder and any such purported license, transfer, assignment, sale, disposal, pledge, mortgage or encumbrance shall be void and of no effect.

13. No Partnership

Nothing herein contained shall create any association, partnership, joint venture or relationship of principal and agent between the parties hereto; it being understood that the parties hereto are, with respect to each other, independent contractors, and neither party shall have any authority to bind the other or the other's representatives in any way and shall not hold itself out to any Person as having authority.

14. Event of Default/Cure

(a) As used herein, the term "Event of Default" shall mean any of the following events: (i) Licensee's failure or inability to fulfill any of its material obligations hereunder for any reason; (ii) Licensee's dissolution or the liquidation of any substantial portion of its assets; (iii) the filing by or against Licensee of a petition for liquidation or reorganization or the commencement of an action against it under

any applicable bankruptcy or insolvency legislation as now or hereafter in effect or under any similar statute relating to liquidation or reorganization or Licensee's consenting to any of the foregoing; (iv) the appointment of a trustee, receiver, custodian or similar appointee for Licensee for any of its property or Licensee consenting to any such appointment; (v) Licensee's making of an assignment for the benefit of creditors; (vi) Licensee becoming insolvent; (vii) Licensee's failure to pay, or admission in writing of its inability to pay, its debts as they come due; (viii) Licensee's receipt of a "going concern" notification or similar qualification; (ix) a reduction of ten percent (10%) or more in Licensee's workforce; (x) Licensee's report of a quarterly loss for four (4) consecutive quarters; or (xi) any action by Licensee which jeopardizes any material right or remedy of Publisher hereunder. In the event that any of the matters described in this paragraph 14(a) occurs, Licensee shall provide prompt written notice thereof to Publisher.

(b) Without limiting or affecting the rights or remedies which Publisher may have under this Agreement or at law or equity, with respect to Licensee's obligations under this Agreement, it is agreed that if an Event of Default occurs or in the event of a breach on the part of Licensee, Publisher may notify Licensee in writing of such default or breach and Licensee shall have ten (10) business days from receipt of such notice in which to cure such Event of Default or breach. If such breach or Event of Default is not curable or is not cured within said ten (10) business day period, this Agreement shall automatically terminate and Licensee shall be deemed to have automatically and irrevocably assigned and transferred to Publisher, without further consideration, all right, title and interest in and to all EMI Tones and the master recordings therefor, to the extent that such rights and interests have not already been assigned to or vested in Publisher; provided, however, that with respect to any breach or default concerning the payment of any monies whatsoever, this Agreement shall automatically terminate and the aforesaid assignment and vesting shall occur if such particular breach is not remedied within five (5) business days from the date of the notice. Publisher, in the event of any automatic termination under this paragraph and without prejudice to any other rights and remedies, shall have rights and remedies for copyright infringement, including injunctive relief.

(c) The termination of this Agreement pursuant to this paragraph shall render the further exploitation of an EMI Tone actionable as an act of copyright infringement fully subject to the remedies provided by the Copyright Act, Title 17, of the United States Code, together with other legal and equitable remedies available to Publisher.

15. Notices

Any and all notices, consents, approvals, demands, other communications and payments hereunder shall be hand delivered or sent by certified mail, return receipt requested, at the address below (or at such other address hereafter designated by either party in writing) as follows:

To Publisher: EMI Music Publishing
810 Seventh Avenue
New York, New York 10019
Attention: Kristin Berhalter

To Licensee: Mycoolmobileringtones.com
1629 Washington Avenue 12
New Orleans, LA 70130
Attention: Tim Saarela

Any notice shall be deemed complete when the same (containing whatever information may be required hereunder) is deposited in any mail box properly addressed and sent as aforesaid, except that: (a) all materials personally delivered shall be deemed served when actually received by the party to whom addressed; (b) air express materials shall be deemed served on the day of delivery to the air express company; (c) notices of change of address shall be effective only from the date of receipt; and (d) royalty

statements may be sent by regular mail and shall be deemed rendered when actually received by Publisher.

16. Governing Law

This Agreement has been entered into and delivered in the State of New York and the validity, interpretation and legal effect of this Agreement shall be governed by and construed in accordance with the internal laws of the State of New York applicable to contracts entered into and performed entirely within the State of New York. Only the New York courts (state and federal) will have jurisdiction over any controversies regarding this Agreement, and the transactions contemplated by this Agreement; any action or other proceeding which involves such a controversy will be brought in those courts, in New York County, and not elsewhere. Licensee hereby irrevocably submits to the jurisdiction of the New York courts (state and federal) in any such action or proceeding and irrevocably waives any right to contest the jurisdiction (in rem or in personam) or power or decision of that court within or without the United States other than appropriate appellate courts having jurisdiction over appeals from such court(s). Licensee also irrevocably waives any defense of inconvenient forum to the maintenance of any such action or proceeding. Any process in any action or proceeding may, among other methods, be served upon Licensee by delivering or mailing it in accordance with paragraph 15. Any such delivery or mail service shall be deemed to have the same force and effect as personal service within the State of New York.

17. Assignment; Change of Control

This Agreement, and the rights, opportunities and obligations created pursuant to this Agreement, are not assignable or transferable in any manner by Licensee, nor shall Licensee sublicense or delegate any of its rights or obligations without the prior written consent of Publisher, not to be unreasonably withheld. EMI (and each Publisher) may assign this Agreement and any of its rights hereunder in whole or in part to any Person which controls, which is controlled by, or which is under common control with, EMI and/or each such Publisher or which is in partnership with EMI and/or each such Publisher; and/or to any parent, affiliated or subsidiary company or corporation, or to a Person owning, or acquiring, all or a substantial part of EMI and/or each such Publisher's stock and/or assets or with whom EMI and/or each such Publisher may merge or be merged, in which case Licensee shall not be released from its obligations hereunder.

18. Confidentiality; Publicity

Licensee and EMI agree that all information with respect to this agreement, whether furnished by EMI to Licensee or otherwise acquired by Licensee in the course of business with EMI, shall be kept confidential. Such information shall not be disclosed at any time to any Person except to the extent required by an order of a court or other tribunal having jurisdiction or pursuant to rules and regulations of a governmental body. Notwithstanding the foregoing, the parties acknowledge and agree that in certain situations, such as where copublishers of an Approved Composition, publishers or other compositions and/or master owners require a favored nations provision, the information contained in this Agreement may have to be divulged with respect to monies payable and rights granted. Licensee and EMI may not use the other party's name in news releases, articles, brochures and marketing and/or promotional materials, without the other party's prior written approval.

19. Entire Agreement

(a) This Agreement sets forth the entire understanding between the parties hereto with respect to the subject matter hereof, and merges and extinguishes all prior understandings, negotiations, and agreements. No amendment to or modification, waiver, termination, or discharge of this Agreement or of any provision hereof shall be binding unless confirmed by a written instrument duly executed by the party to be charged therewith. Any process in any action, suit, or proceeding arising out of or relating to this Agreement may, among other methods, be served upon the applicable party by delivering it or

mailing it in accordance with paragraph 15 above. No waiver of any provision of or default under this Agreement shall affect the right of either party thereafter to enforce such provision or to exercise any right or remedy in the event of any other default, whether or not similar.

(b) If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not essential to the intended operation of this Agreement.

20. **Miscellaneous**

(a) This Agreement shall apply for the Term hereof only, and shall not be binding upon or prejudicial to any position taken by Publisher or Licensee for any period subsequent to the Term of this Agreement. The captions of paragraphs contained in this Agreement are for reference only and are not to be construed in any way as a part of the Agreement. This Agreement shall not become effective until executed by all proposed parties hereto.

(b) Reference is made to the Ringtone License by and between Licensee and EMI Entertainment World, Inc. dated November 5, 2001, as amended on January 30, 2003, in full force and effect as of the date hereof (the "Prior License"). Licensee and EMI (on behalf of EMI Entertainment World, Inc.) do hereby acknowledge and agree that as of the commencement hereof, the Prior License shall be deemed terminated and replaced and superseded by this Agreement.

IN WITNESS WHEREOF, the parties have caused the foregoing to be executed as of the date first above written.

EMI Music Publishing

By: _____
An authorized signatory

Mycoolmobileringtones.com

By: _____
An authorized signatory

Dated: May 13, 2005

Ringtone and Masterfone License

THIS AGREEMENT (the "Agreement") is made as of December 1, 2004 ("Effective Date"), by and between Conectium USA, Inc., 8345 North West 66th Street, Suite 7363, Miami FL 33166 ("Licensee"), and EMI Music Publishing, 810 Seventh Avenue, New York, New York 10019 ("EMI", "Publisher"). All capitalized terms in this Agreement are defined in paragraph 1 below, unless otherwise indicated.

WHEREAS, EMI is actively engaged in the business of music publishing and controls the music publishing rights to certain Compositions which are contained in the music publishing catalogs listed on Schedule A, attached hereto and made a part hereof; and

WHEREAS, Licensee desires to obtain and Publisher desires to grant a license to arrange and record one or more Approved Composition(s) for the sole purpose of creating EMI Ringtones that may be distributed as EMI Tones whereby an End-user can receive a copy of the EMI Tone into a Wireless Device ("Licensee's Service"), solely in the manner provided herein and in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. Definitions

As used in this Agreement, the following terms will have the meanings set forth below:

(a) "Composition" means a musical composition which is owned and/or controlled in whole or in part by Publisher, and which is made available, in Publisher's discretion and subject to Publisher's written approval, to Licensee subject to the terms and conditions set forth in this Agreement and subject to any restrictions imposed by Publisher or by any Songwriter Agreements; provided that with respect to any Composition which is or may be owned or controlled by Publisher only in part, the term "Composition" shall refer only to that portion of the musical composition owned or controlled by Publisher. "Approved Composition" means a Composition which, pursuant to paragraph 2 below, has been approved by Publisher as an Approved Composition available for use by Licensee in accordance with the terms and conditions of this Agreement.

(b) "Copy," means a digital transmission(s) or electronic distribution(s) of a single Approved Composition contained in an EMI Tone to an End-user.

(c) "Copies Sold" and "sales" mean one hundred (100%) percent of those Copies digitally transmitted or otherwise electronically distributed to End-users (including without limitation to an End-user's Wireless Device).

(d) "Dollars" and "Cents" mean United States Dollars and Cents.

(e) "EMI Ringtone" and "EMI Masterfone" means a Ringtone and Masterfone, respectively, that features the digital transmission of an Approved Composition, the length of which shall not exceed sixty (60) consecutive seconds, solely in connection with Licensee's Service and in accordance with the terms and conditions of this Agreement. For the purpose of this Agreement, EMI Ringtones and EMI Masterfones collectively shall be referred to as "EMI Tones".

(f) "End-user" means a Wireless Device owner, user, or customer who legally procures from Licensee the sale or distribution of an EMI Tone, for that period of time only during which such transmission right has been legally procured.

(g) "Network" means the Website(s) on which EMI Tones will be made available to End-users, as served from and through the Server, via a range of service channels including Internet, cable, satellite, web, WAP, SMS, or cellular transmission. Licensee at all times shall institute security measures with respect to all aspects of its Network(s) that: (i) prevent any EMI Tones or any underlying Approved Composition from being copied, played, distributed, transmitted, performed, used or exploited, in whole or in part, in any format or by any means other than in the format and by the means permitted by Publisher hereunder; (ii) prevent unauthorized reproduction and distribution of all EMI Tones and any underlying Approved Compositions; (iii) are sufficient, as determined by Publisher, to track and enforce the use limitations and other restrictions described in this Agreement; and (iv) meet or exceed current industry standards as they exist from time to time for the licensed delivery of music via digital transmission (including, without limitation, anti-virus, firewall, password, and anti-hacking protections).

(h) "Person" means any individual, corporation, partnership, association or other organized group or combination of any or all of the foregoing, and their legal successors or representatives.

(i) "Ringtone" means any data that resides or is stored in (whether temporarily or permanently), or which is transmitted to, a Wireless Device, which data causes a predetermined melodic sequence of a musical composition to be reproduced, performed, and/or played for purposes of announcing an incoming call, message, or other event or occurrence on such Wireless Device in an audio format (i.e., not audiovisual). For the avoidance of doubt, "Ringtone" shall not include (and this Agreement shall not be deemed to grant Licensee any rights to use Compositions in or as), inter alia, Ringbacks or Ringback tones, or so-called enhanced ringtones (e.g., Ringtones and/or data that include any visual element). For the purpose of this Agreement, Ringtones that: (i) embody a master sound recording of the Composition (as may be licensed by a record company or other third party), or (ii) embody vocal and/or human instrumental performances, shall be referred to as "[redacted]".

(j) "Ringbacks" or "Ringback tones" means the distribution or transmission of a musical composition to a Wireless Device or telephone for the purpose of notifying a caller that the call recipient is being alerted to the incoming call.

(k) "Server" means Licensee's proprietary Internet server which shall be located within the Territory, on which templates of the EMI Tones licensed hereunder will exclusively reside, and from which the EMI Tones will be digitally transmitted or distributed to End-users through the Network. For purposes of clarification, no EMI Tone shall be offered for sale through an Approved Website and permanently stored in an End-user's Wireless Device without first being transmitted from and through the Server.

(l) "Songwriter Agreement(s)" shall mean those agreements pursuant to which Publisher has acquired rights with respect to any Composition.

(m) "Term" has the meaning set forth in paragraph 5(a) below.

(n) "Territory" has the meaning set forth in paragraph 4 below.

(o) "Website" means a collection of interconnected hypertext markup language documents accessible at a single Universal Resource Locator ("URL") via the World Wide Web, owned and operated by the same Person or at the sole direction of such Person. "Approved Website(s)" means the Website(s) approved by Publisher in its sole discretion from which Licensee intends to advertise and market the sale of EMI Tones. The Approved Website as of the date set forth above is limited to the Website having the URL www.conectium.com. In the event Licensee desires an additional Website to become an Approved Website, Licensee shall complete, execute and submit to Publisher two (2) copies of an Addendum in the form set forth in Schedule C, and if Publisher returns to Licensee a counter-executed copy of the Addendum (which Publisher may elect to do in its sole discretion), said Website shall be deemed an Approved Website. Licensee shall reasonably cooperate with respect to Publisher's further inquiries concerning any additional Website(s) proposed by Licensee, including without limitation, the nature of business conducted on said Website(s) and by the Person(s) owning and operating or directing the operation of such Website(s), and the accounting and reporting procedures in place between Licensee

and the Person(s) owning and operating or directing the operation of such Website(s).

(p) "Wireless Device" means a mobile telephone or a hybrid handheld wireless device that incorporates the telephony or messaging function of a mobile telephone and that operates on a wireless communications network regulated by the U.S. Federal Communications Commission in accordance with its rules and regulations governing commercial mobile radio services. Wireless Devices do not include, without limitation, toys, or games.

(q) Each other expression used herein, unless herein separately defined, shall have the meaning commonly understood in the music publishing industry.

2. Supply of Compositions

(a) The Compositions listed on Schedule B hereto (hereby incorporated herein by this reference) as of the Effective Date are deemed to be Approved Compositions for purposes of this Agreement. From time to time during the Term, Schedule B may be amended by Publisher in its discretion, in which event Publisher shall provide Licensee with a written copy of such revised Schedule B, and upon Licensee's receipt of such revised Schedule B, the Compositions listed on such revised Schedule B shall be deemed to be Approved Compositions for purposes of this Agreement (and to the extent that any Approved Compositions from an earlier version of Schedule B are not listed on such revised Schedule B; such Compositions shall no longer be deemed to be Approved Compositions for purposes of this Agreement). Publisher will use reasonable efforts to clearly indicate for Licensee any additions, deletions and/or corrections to the list of Compositions set forth in any revised Schedule B that is provided to Licensee.

(b) Following the execution of this Agreement and throughout the Term, Licensee may seek Publisher's approval of Compositions that do not appear on Schedule B for use as Approved Compositions for purposes of the creation and transmission of EMI Tones. In such event, Licensee shall notify Publisher in writing of said requested Compositions. If Publisher agrees to consider the approval of such requested Composition(s), it shall provide written notice thereof to Licensee who shall complete, execute and submit to Publisher two (2) copies of an Addendum in the form set forth in Schedule D, and if Publisher returns to Licensee a counter-executed copy of the Addendum (which Publisher may elect to do in its sole discretion), the Compositions set forth in such Addendum shall be deemed Approved Compositions for purposes of this Agreement and the then-current version of Schedule B shall be deemed amended to include such Approved Compositions.

(c) Publisher reserves the right, in its sole discretion, to refuse to approve any Composition(s) for use as Approved Composition(s). For purposes of example, but without limitation, except as otherwise expressly provided by Publisher, as of the Effective Date and throughout the Term, Compositions written in whole or in part by Tracy Chapman, John Lennon, Jeff Lynne, James Taylor, and Stevie Wonder, and the members of the recording artists known as Aerosmith, Foo Fighters, Nirvana, Red Hot Chili Peppers, Tool, the Mars Volta, A Perfect Circle and Savage Garden, and the Composition "You've Got A Friend" (King) are not, and shall not become, Approved Compositions.

(d) Notwithstanding anything to the contrary contained in this Agreement, Licensee shall remove any EMI Tone(s) from the Network(s) within seven (7) business days after Licensee's receipt of notice from Publisher requesting such removal, and as of the end of such seven (7) business day period, and thereafter throughout the Term, Licensee shall not sell, transmit, or otherwise use or exploit such EMI Tone(s), and shall not permit third parties to do any of the foregoing, for any purpose without Publisher's prior written consent.

3. Grant of Rights

(a) License Grant to Licensee. Subject to the terms and conditions of this Agreement and

provided that Licensee has fully complied with such terms and conditions, Publisher hereby grants to Licensee the following non-exclusive, non-transferable limited rights solely during the Term and solely in the Territory:

(i) Arrangement and Recording. For each Approved Composition, to arrange and record, at Licensee's sole expense, one (1) excerpt of each Approved Composition, comprising up to thirty (30) consecutive seconds of such Approved Composition, for use solely in connection with the creation of an EMI Tone based on such excerpt; provided that (A) each EMI Tone shall only contain elements of one (1) Approved Composition (for purposes of example only, an EMI Tone may not include portions of two (2) or more separate Approved Compositions or portions of an Approved Composition together with portions of any other musical composition); (B) the Approved Composition excerpt used to create an EMI Tone shall be a single, continuous excerpt (for purposes of example only, such excerpt may not comprise the first ten (10) seconds and the last twenty (20) seconds of such Approved Composition); (C) no arrangement created in accordance with this paragraph 3(a)(i) shall change the basic melody or fundamental character of an Approved Composition (other than as necessarily resulting from limiting the excerpt of such Approved Composition to thirty (30) consecutive seconds); and (D) all arrangements created in accordance with this paragraph 3(a)(i) shall be subject to the provisions of paragraph 11 below;

(ii) Creation of Single Template or Server Copy. To create a template or server copy of each EMI Tone, which shall be "uploaded" to and reside on the Server for the sole and exclusive purpose of transmitting or distributing EMI Tones to End-users in accordance with the terms and conditions herein;

(iii) Sell Copies To End-Users. To sell Copies of the EMI Tones, on and through the Network, so that an End-user can purchase a Copy of the EMI Tone such that the EMI Tone may be embedded in his or her Wireless Device (it being understood that temporary, transient, non-permanent copies of the EMI Tones incidental to said transmission may be created on the Network, provided (A) no permanent copies of the EMI Tones are stored or cached on the Network except on the Server or on an End-user's Wireless Device and (B) if a security breach in the Network arises, Licensee shall immediately comply with any Publisher request to block access or remove from the Server any EMI Tone so affected);

(iv) Streaming for Promotional Purposes. For each EMI Tone, and subject to Licensee securing all necessary public performance licenses (as described in paragraph 8 below), to "stream" up to sixty (60) consecutive seconds of such EMI Tone to prospective End-users in the form of a digital audio transmission for the sole purpose of previewing or demonstrating such EMI Tone to facilitate its purchase, sale, or licensing through the Network in accordance with this Agreement; provided that Licensee shall not sell, lease, transmit, offer, or otherwise provide any EMI Tone streamed in accordance with this paragraph 3(a)(iv) (including any Approved Composition incorporated therein) as a downloadable file or in any form that would allow any Person to create, store, or retain a copy of all or part thereof.

(b) Restrictions. Notwithstanding any other provision of this Agreement:

(i) This Agreement does not authorize or permit any use or other exploitation of any Composition by Licensee or any third party, except as expressly authorized herein. If any such use or other exploitation is made or permitted by Licensee, this Agreement shall immediately terminate, and all rights and licenses granted to Licensee hereunder shall automatically terminate.

(ii) No license or other rights are granted herein to Licensee or any third party to use any current or future trademarks, service marks, design marks or trade names of or associated with Publisher (such marks and names, collectively, the "EMI Marks"), for any purpose. Licensee may only use the EMI Marks with the prior written approval of Publisher.

(c) With respect to any Approved Composition of which less than one hundred percent (100%) is controlled by Publisher, prior to exercising any of the rights or licenses granted herein in such Approved Composition or any EMI Tone incorporating such Approved Composition, Licensee shall secure all rights and licenses from all applicable co-publisher(s) necessary to exercise, without violating the

intellectual property rights or other rights of such co-publisher(s) or any third party, the rights and licenses granted herein.

(d) Nothing contained herein shall grant Licensee the right to use any particular recording of an Approved Composition.

(e) Without limiting any other provision of this Agreement, with respect to any third party rights that are necessary to be obtained by Licensee in connection with any EMI Tone or any recording or performance incorporated into or used to arrange any EMI Tone, Licensee shall be responsible for obtaining such rights at its sole expense.

4. Territory

The "Territory" covered during the Term shall be the United States, [redacted], the Caribbean, Mexico, Panama, and the countries comprising Central and South America.

5. Term

(a) The "Term" of this Agreement shall be one (1) year, commencing December 1, 2004 and terminating November 30, 2005.

(b) Notwithstanding the foregoing, EMI may terminate the entire grant of rights contained in this Agreement and/or the grant of rights with respect to a particular Approved Website, at any time for any reason upon thirty (30) days prior written notice to Licensee. Promptly thereafter, Licensee shall furnish Publisher with a written confirmation that it has performed any/all takedowns of EMI Tones from the Server necessary to comply with the applicable termination of rights by Publisher.

6. AdvanceSong Guarantee / Royalties

(a) As used herein, "Publisher's Prorata Share" shall mean that proportion of Publisher's ownership of the applicable Composition, as set forth on the Schedule D Addendum.

(b) Licensee shall ensure, at all times during the Term, that not less than one hundred (100) EMI Ringtones (based on Publisher's one hundred percent (100%) control) are made available to consumers on the Network. Any failure by Licensee to fulfill its obligations under this subparagraph 6(b) shall constitute an Event of Default (as defined below) and be subject to all such resulting terms and conditions. From time to time throughout the Term, Publisher may request, and Licensee shall supply within five (5) days of receipt of such request, written verification that Licensee is complying with the provisions of this subparagraph 6(b).

(c) (i) Pursuant to the terms and conditions of paragraph 7 below, Licensee shall pay Publisher for each Copy Sold a royalty equal to Publisher's Prorata Share of:

(A) TEN (10%) percent of the retail selling price of each Copy Sold, with a minimum royalty for each Copy Sold of TEN ($0.10) Cents with respect to EMI Ringtones; and

(B) TEN (10%) percent of the retail selling price of each Copy Sold, with a minimum royalty for each Copy Sold of TWELVE ($0.12) Cents with respect to EMI [redacted].

(ii) In the event a recurring fee is charged an End-user to retain a Copy, said charge shall be deemed a royalty-bearing event. For clarity, Licensee shall pay Publisher the applicable royalty pertaining to any Copy each time a recurring payment is made to retain said Copy (or to access said EMI Tone embodied therein) on an End-user's Wireless Device. For purposes of calculating the royalty payable, if applicable, the recurring fee shall be deemed to be the original retail selling price and each time the Copy is thereby retained shall be considered a new "Copy Sold" and a royalty shall thereby be payable.

(iii) In the event a Copy is made to time-out on a Wireless Device and one is made to re-download or otherwise re-acquire said EMI Tone for reasons other than technical failure, said event shall be deemed a royalty-bearing event. For clarity, and notwithstanding the previous sentence, Licensee shall pay Publisher the applicable royalty pertaining to each Copy Sold, irrespective of whether the

recipient had previously acquired the same EMI Tone embodied in such Copy Sold.

(iv) In the event a Copy is offered in a form other than individually (e.g., said EMI Tone is made available as part of a bundle or package of wireless content applications, the royalty due in connection with such Copy shall be Publisher's Pro Rata Share of the greater of: (A) TEN (10%) percent of a fraction whose numerator equals the bundle's sale price and whose denominator equals the number of royalty-bearing content applications, or (B) the minimum royalty for each Copy Sold set forth paragraph 6(c)(i) above. By way of example, if Licensee charges $10 for a bundle of eight (8) royalty-bearing content applications (one of which is a Copy), then the royalty applicable to said Copy shall be Publisher's Prorata Share of $0.125, i.e., 10% of ($10 ÷ 8).

(v) In the event a recurring transmission fee, in addition to the original EMI Tone purchase fee, is charged to an End-user each time an End-user hears the EMI Tone (*e.g.*, a Ten Cent ($0.10) recurring transmission fee is charged to an End-user each time he/she hears an EMI Tone), Licensee shall pay Publisher for each such Copy Publisher's Prorata Share of Ten percent (10%) of such transmission fee, in addition to the Royalty otherwise set forth in this paragraph 6.

(d) In the event an Approved Composition is controlled less than one hundred (100%) percent by Publisher or if the Songwriter Agreements require direct payments to certain third parties, upon Publisher's request, Licensee shall make direct payments to such applicable co-publishers or other third parties.

(e) In the event Licensee agrees to (or has agreed to) pay to a co-publisher of an Approved Composition, a publisher of any musical composition or a licensor of any sound recording embodying an Approved Composition used in any Ringtone or Mastertone, compensation or consideration in excess of the compensation or consideration to be paid to Publisher hereunder (collectively, "Excess Compensation"), then effective as of the date of such agreement, Licensee shall immediately pay to Publisher an amount equal to such Excess Compensation and this Agreement shall be deemed amended effective as of the date of such agreement to include such more favorable compensation provision. In the event the Approved Composition is not entirely controlled by Publisher, the Excess Compensation shall be based upon and shall reflect Publisher's Pro Rata Share. Upon request, Licensee shall supply to Publisher copies of all agreements between Licensee and third party licensors by which rights are granted for the use of any sound recording or musical compositions (including Approved Compositions) in Ringtones and/or in Mastertones.

7. Accounting

(a) Together with the payment of all applicable sums due Publisher pursuant to paragraph 6 above, Licensee shall render Publisher accounting statements on a quarterly basis, (which shall be provided electronically, along with a hard paper copy), indicating, on a country-by-country, EMI Tone-by-EMI Tone (including the title, writers' name(s), and applicable Publisher-supplied EMI song code for each Approved Composition), country-by-country, and Approved Website-by-Approved Website basis, the number of Copies Sold or otherwise distributed and/or digitally delivered in each country of the Territory, within forty-five (45) days following the last day of each calendar quarter during which such rights are granted herein, whether or not Licensee sold or otherwise distributed Copies within such quarterly period. In addition, the accounting statement shall indicate, with respect to each Copy Sold, the retail selling price therefor, whether said Copy Sold was the result of a first-time transmission or a repeat transmission/recurring charge, and any other information necessary to determine how the applicable royalty for each Copy Sold was calculated.

(b) In addition to providing quarterly accounting statements, Licensee shall, within ninety (90) days of the Effective Date, provide Publisher, upon request, with online, real-time access to the Server in order to permit the accurate identification, tracking and verification of copies of all EMI Tones, and any other data item to be enumerated on accounting statements pursuant to subparagraph (a) above.

(c) Licensee agrees to keep and maintain true and accurate records and books of account in connection with the sale of Copies and all transactions related thereto or otherwise contemplated under this Agreement, and shall retain all such records and books for a period of not less than four (4) years

following the termination of this Agreement. Publisher, by its designated representative, shall have the right, upon reasonable written notice, and during normal office hours, to examine the books and records of Licensee, at Licensee's regular place of business where the books and records are maintained, as the same pertain to the subject matter of this Agreement and to make copies and extracts thereof. Licensee shall cooperate with Publisher's representative to assist them in understanding all such material. If, as a result of any audit, it is determined that Licensee has understated the royalties due to Publisher, Licensee shall immediately pay to Publisher the amount of such underpayment. If, as a result of any audit, it is determined that Licensee has understated the royalties due to Publisher by ten (10%) percent or more, Licensee shall pay to Publisher the amount by which royalties have been understated and shall reimburse Publisher for the cost of the audit.

(d) All checks shall be in United States Dollars, shall be made payable to EMI Music Publishing and unless Publisher notifies otherwise, shall be sent to the address indicated in paragraph 15 below. All accountings and payments must be received by Publisher on the date such payment and statement are due, according to the terms of this Agreement, time being of the essence hereof. No payments shall be diminished or reduced in any manner for any reason, including without limitation, any withholdings, currency restrictions, exchanges or taxes. Upon written request, Publisher shall provide Licensee with a current W-9 form for each music publishing catalog receiving payment.

(e) It is understood and agreed that there shall be no "free" or "bonus goods" of the EMI Tones, as such term is understood in the industry, i.e., all Copies Sold, distributed, transmitted, or delivered, regardless of price, shall bear a full royalty hereunder.

(f) Without limiting Publisher's rights and remedies hereunder, at law or in equity: (i) past-due payments are subject to and to be accompanied by payment of interest thereon at the prime rate as established on the due date by The Bank of New York plus two (2%) percent compounded daily and computed from the date(s) upon which each such payment(s) first became due until the date(s) upon which each such payment(s) is remitted to Publisher; and (ii) Licensee shall reimburse Publisher, within five (5) days from receipt of its invoice, for Publisher's reasonable attorney's fees and costs arising out of the occurrence of any Default Event (as defined in paragraph 14), including, without limitation, any failure by Licensee timely to render statements and account to Publisher with respect to royalties which accrue to Publisher in connection with Licensee's exploitation of its rights pursuant to the applicable provisions hereof.

8. No Performance Right Grant

(a) No right of public performance is granted under this Agreement, such right being licensed by the American Society of Composers, Authors and Publishers ("ASCAP") and Broadcast Music Inc. ("BMI") in and for the United States, and the Society of Composers, Authors and Music Publishers ("SOCAN") in and for Canada, as applicable.

(b) Any public performance of an Approved Composition as embodied in an EMI Tone, including without limitation pursuant to paragraph 3(a)(iv) above, not otherwise licensed by ASCAP and/or BMI and SOCAN, as applicable, shall be licensed by Licensee from Publisher or from Publisher's authorized agent. If said license is to be secured from Publisher, Publisher agrees to negotiate in good faith and the issuance of such license shall be in accordance with the customary industry practices and fees.

9. Restrictions and Reservations of Rights

(a) This Agreement does not authorize or permit any use of a Composition not expressly set forth herein and does not include the right to alter the fundamental character of the music of an Composition, and, specifically, the terms of this Agreement are limited to the use of each Approved Composition only as originally fixed in the EMI Tone. Publisher reserves all rights not expressly granted to Licensee hereunder. All rights granted hereunder are granted on a non-exclusive basis.

(b) No Composition may be used in a dramatic fashion, as such term is understood in the industry, or in any manner which could be considered in bad taste or offensive; i.e. each Approved Composition shall be used with regard to social convention and decency so as not to bring such Composition, the composers thereof, or Publisher into public disrepute or reflect adversely on the Composition, the composers thereof, or Publisher. No individual Composition may be used in connection with any product, any service; or in the branding, marketing, advertising or promotion of any product, service or event.

(c) Without limiting the force and effect of the foregoing, and without intending to provide an exhaustive list of prohibitive acts, this Agreement does not include the rights to: (i) rent or lease an EMI Tone; (ii) sell or otherwise distribute EMI Tones except for the personal use of individual Wireless Device owners; (iii) parody the music or lyrics of an Approved Composition; (iv) make, sell or distribute phonorecords of an Approved Composition; (v) utilize a sound recording and/or audiovisual master(s) not owned or separately licensed by Licensee; (vi) synchronize (or authorize others to synchronize) any Approved Compositions with visual images or events or include any Approved Composition in any audio-visual work, including without limitation in commercials or games; (vii) use the title of an Approved Composition except for factual and/or descriptive purposes for identifying the EMI Tones available to for purchase; (viii) use any Composition that is not a Approved Composition in any way; or (ix) use an Approved Composition on any broadcast/cablecast or on-line services (whether viewable in real time or downloadable) not specifically enumerated in this Agreement, or on any interactive program, platform, media or storage device, or any promotional use not specifically enumerated herein. Any occurrence of the above-noted items by Licensee or authorized by Licensee shall render all aspects of the Agreement immediately null and void and this Agreement shall terminate.

(d) Except for listing on the Network the composers' names for factual and/or descriptive purposes for identifying the EMI Tones available for purchase, no right whatsoever is being granted hereunder to use or authorize other Persons to use the names (including any professional names, previously, now or hereafter used), facsimile signatures, voices, likenesses or biographical material of, concerning, or regarding any of the composers of a Composition for any purpose whatsoever, including, without limitation, for purposes of exploitation of an EMI Tone on the Network. In no event shall a name of a composer of a Composition be featured more or less prominently than any other composer's name.

10. Warranties and Representations/Indemnity

(a) Publisher warrants only that it has the legal right, power and authority to grant this license and this license is given and accepted without any other warranty or recourse. Publisher hereby agrees to indemnify and hold harmless Licensee and its respective officers, directors, agents, and employees (hereinafter, the "Indemnitees") from and against any and all liabilities, damages, costs, charges, recoveries, judgments, penalties, expenses or losses of whatsoever kind or nature, actually incurred by the Indemnitees (including reasonable attorneys' fees and disbursements) which may be obtained against, imposed upon or suffered by the Indemnitees or any of them, by reason of any breach by Publisher of any of its warranties or representations hereunder. In no event shall the total liability of Publisher in connection with the rights granted for each Approved Composition licensed hereunder exceed the consideration received by Publisher in connection with the licensing of said Approved Composition. Licensee will give Publisher prompt notice of any claim and Publisher will have the right to assume the defense thereof at Publisher's expense.

(b) Licensee represents and warrants that:

(i) there are no actions, suits, proceedings, agreements or other impediments, actual or threatened, which would prevent or impair it from performing its duties and obligations hereunder; and

(ii) it is fully empowered to enter into this Agreement and to perform its duties and obligations hereunder, that it is and shall at all times remain possessed of all rights necessary for it to completely fulfill all of its material obligations hereunder; and that its entering into this Agreement and

fulfilling such obligations (including but not limited to maintenance of the Network) does not and shall not infringe upon the rights of any Person whatsoever.

(c) Licensee further represents and warrants that it shall obtain or secure (and maintain during the Term) all necessary and required licenses concerning:

(i) intellectual properties furnished or selected by Licensee and contained in any materials used in connection with the marketing, sale or distribution of Ringtones as authorized hereunder, including without limitation name and likeness rights, and that said materials shall not violate or infringe upon the rights of any third party, including without limitation intellectual property rights and/or rights of privacy and publicity; and

(ii) intellectual properties furnished or selected by Licensee and contained in an EMI Tone not licensed hereunder including that portion of the music publishing rights in and to each Approved Composition not controlled by Publisher; and that said materials shall not violate or infringe upon the rights of any third party, including without limitation intellectual property rights and/or rights of privacy and publicity.

(d) Licensee agrees to fully indemnify Publisher and hold Publisher (and its officers, directors, and employees) harmless of and from any and all liabilities, claims, causes of actions, damages, interest, charges, recoveries, judgments, penalties, expenses or losses of whatsoever kind of nature, (including without limitation, legal expenses and counsel fees and disbursements) of any kind whatsoever which may be occasioned, suffered or incurred by Publisher, either directly or indirectly, in whole or in part, resulting from or in connection with any breach or threatened breach by Licensee of any of the terms, covenants, representations and warranties contained herein, and/or any claim by any Person inconsistent with any of the representations, warranties and covenants hereunder. In addition, Licensee will reimburse Publisher on demand for any payment made at any time after the date hereof for any liability or claim to which this clause relates that has resulted in a judgment against Publisher or which has been settled with the written consent of Licensee (which consent shall not unreasonably be withheld). Publisher will give Licensee prompt notice of any claim and Licensee will have the right to assume the defense thereof at Licensee's expense.

11. Arrangements/Copies

(a) Any arrangement(s) which Licensee shall cause to be made of an Approved Composition in the creation of an EMI Tone shall be made at Licensee's own expense and shall be created only as the result of employment-for-hire and such arrangement shall be "Work Made For Hire" for Publisher, as such term is used in the United States Copyright Law. Licensee hereby sells, assigns and transfers any such arrangement(s) and all right title and interest in and to each such arrangement to Publisher and the worldwide copyright and renewals and extensions of copyright therein. Licensee warrants and represents that all Persons rendering services in connection with the creation of EMI Tones shall have executed, prior to the commencement of creation of any EMI Tone to which such Persons have contributed, written agreement(s), in full compliance with the laws of the United States and other countries, stating that those EMI Tones and any arrangements on which such EMI Tones are based, are considered a work made for hire for Publisher and irrevocably assigning all such Person's rights throughout the Territory in perpetuity, including without limitation copyrights, in those EMI Tones and other materials to Publisher. Upon Publisher's request, Licensee will cause to be executed and delivered to Publisher all assignments and transfers of ownership of copyright (including without limitation all copyright registrations and applications, and all renewals and extensions thereof) in the EMI Tones and any arrangements on which such EMI Tones are based, and any other documents as Publisher may deem necessary or appropriate to vest in Publisher the rights granted to Publisher in this Agreement. Neither Licensee nor any arranger shall be entitled to authorship credit or status as a collaborator or any remuneration by way of royalty or otherwise from the authors of such Approved Composition or from Publisher or any of Publisher's designated agents. No arrangement shall change the basic melody of any Approved Composition.

(b) Licensee shall enable Publisher freely and without charge or expense to receive EMI

Tones to ensure Licensee's adherence with and to the terms and conditions of this Agreement. Any such receipt by Publisher will not constitute a Copy and will not be deemed a royalty-bearing event.

12. Ownership

Except as expressly permitted in this Agreement, Licensee shall not at any time, directly or indirectly, license, transfer, assign, sell or otherwise dispose of, pledge, mortgage or in any way encumber any Composition or any interest of any kind therein, and/or any right or license granted hereunder and any such purported license, transfer, assignment, sale, disposal, pledge, mortgage or encumbrance shall be void and of no effect.

13. No Partnership

Nothing herein contained shall create any association, partnership, joint venture or relationship of principal and agent between the parties hereto; it being understood that the parties hereto are, with respect to each other, independent contractors, and neither party shall have any authority to bind the other or the other's representatives in any way and shall not hold itself out to any Person as having authority.

14. Event of Default/Cure

(a) As used herein, the term "Event of Default" shall mean any of the following events: (i) Licensee's failure or inability to fulfill any of its material obligations hereunder for any reason; (ii) Licensee's dissolution or the liquidation of any substantial portion of its assets; (iii) the filing by or against Licensee of a petition for liquidation or reorganization or the commencement of an action against it under any applicable bankruptcy or insolvency legislation as now or hereafter in effect or under any similar statute relating to liquidation or reorganization or Licensee's consenting to any of the foregoing; (iv) the appointment of a trustee, receiver, custodian or similar appointee for Licensee for any of its property or Licensee consenting to any such appointment; (v) Licensee's making of an assignment for the benefit of creditors; (vi) Licensee becoming insolvent; (vii) Licensee's failure to pay, or admission in writing of its inability to pay, its debts as they come due; (viii) Licensee's receipt of a "going concern" notification or similar qualification; (ix) a reduction of ten percent (10%) or more in Licensee's workforce; (x) Licensee's report of a quarterly loss for four (4) consecutive quarters; or (xi) any action by Licensee which jeopardizes any material right or remedy of Publisher hereunder. In the event that any of the matters described in this paragraph 14(a) occurs, Licensee shall provide prompt written notice thereof to Publisher.

(b) Without limiting or affecting the rights or remedies which Publisher may have under this Agreement or at law or equity, with respect to Licensee's obligations under this Agreement, it is agreed that if an Event of Default occurs or in the event of a breach on the part of Licensee, Publisher may notify Licensee in writing of such default or breach and Licensee shall have ten (10) business days from receipt of such notice in which to cure such Event of Default or breach. If such breach or Event of Default is not curable or is not cured within said ten (10) business day period, this Agreement shall automatically terminate and Licensee shall be deemed to have automatically and irrevocably assigned and transferred to Publisher, without further consideration, all right, title and interest in and to all EMI Tones (including the master recordings created by Licensee and not otherwise owned by co-publishers or record companies and/or co-publishers), to the extent that such rights and interests have not already been assigned to or vested in Publisher; provided, however, that with respect to any breach or default concerning the payment of any monies whatsoever, this Agreement shall automatically terminate and the aforesaid assignment and vesting shall occur if such particular breach is not remedied within five (5) business days from the date of the notice. Publisher, in the event of any automatic termination under this paragraph and without prejudice to any other rights and remedies, shall have rights and remedies for copyright infringement, including injunctive relief.

(c) The termination of this Agreement pursuant to this paragraph shall render the further exploitation of an EMI Tone actionable as an act of copyright infringement fully subject to the remedies provided by the Copyright Act, Title 17, of the United States Code, together with other legal and equitable remedies available to Publisher.

15. **Notices**

Any and all notices, consents, approvals, demands, other communications and payments hereunder shall be hand delivered or sent by certified mail, return receipt requested, at the address below (or at such other address hereafter designated by either party in writing) as follows:

To Publisher: As set forth in the heading of this Agreement, Attention: Yolanda Blum

To Licensee: As set forth in the heading of this Agreement, Attention: Rodrigo Riveroll.

Any notice shall be deemed complete when the same (containing whatever information may be required hereunder) is deposited in any mail box properly addressed and sent as aforesaid, except that: (a) all materials personally delivered shall be deemed served when actually received by the party to whom addressed; (b) air express materials shall be deemed served on the day of delivery to the air express company; (c) notices of change of address shall be effective only from the date of receipt; and (d) royalty statements may be sent by regular mail and shall be deemed rendered when actually received by Publisher.

16. **Governing Law**

This Agreement has been entered into and delivered in the State of New York and the validity, interpretation and legal effect of this Agreement shall be governed by and construed in accordance with the internal laws of the State of New York applicable to contracts entered into and performed entirely within the State of New York. Only the New York courts (state and federal) will have jurisdiction over any controversies regarding this Agreement, and the transactions contemplated by this Agreement; any action or other proceeding which involves such a controversy will be brought in those courts, in New York County, and not elsewhere. Licensee hereby irrevocably submits to the jurisdiction of the New York courts (state and federal) in any such action or proceeding and irrevocably waives any right to contest the jurisdiction (in rem or in personam) or power or decision of that court within or without the United States other than appropriate appellate courts having jurisdiction over appeals from such court(s). Licensee also irrevocably waives any defense of inconvenient forum to the maintenance of any such action or proceeding. Any process in any action or proceeding may, among other methods, be served upon Licensee by delivering or mailing it in accordance with paragraph 15. Any such delivery or mail service shall be deemed to have the same force and effect as personal service within the State of New York.

17. **Assignment; Change of Control**

This Agreement, and the rights, opportunities and obligations created pursuant to this Agreement, are not assignable or transferable in any manner by Licensee, nor shall Licensee sublicense or delegate any of its rights or obligations without the prior written consent of Publisher, not to be unreasonably withheld. EMI may assign this Agreement and any of its rights hereunder in whole or in part to any Person which controls, which is controlled by, or which is under common control with, EMI and/or each such Publisher or which is in partnership with EMI and/or each such Publisher; and/or to any parent, affiliated or subsidiary company or corporation, or to a Person owning, or acquiring, all or a substantial part of EMI and/or each such Publisher's stock and/or assets or with whom EMI and/or each such Publisher may merge or be merged, in which case Licensee shall not be released from its obligations hereunder.

18. **Confidentiality; Publicity**

Licensee and EMI agree that all information with respect to this Agreement, whether furnished by EMI to Licensee or otherwise acquired by Licensee in the course of business with EMI, shall be kept confidential. Such information shall not be disclosed at any time to any Person except to the extent required by an order of a court or other tribunal having jurisdiction or pursuant to rules and regulations of a governmental body. Notwithstanding the foregoing, the parties acknowledge and agree that in certain situations, such as where copublishers of an Approved Composition, publishers of other compositions

and/or master owners require a favored nations provision, the information contained in this Agreement may have to be divulged with respect to monies payable and rights granted. Licensee and EMI may not use the other party's name in news releases, articles, brochures and marketing and/or promotional materials, without the other party's prior written approval.

19. Entire Agreement

(a) This Agreement sets forth the entire understanding between the parties hereto with respect to the subject matter hereof, and merges and extinguishes all prior understandings, negotiations, and agreements. No amendment to or modification, waiver, termination, or discharge of this Agreement or of any provision hereof shall be binding unless confirmed by a written instrument duly executed by the party to be charged therewith. Any process in any action, suit, or proceeding arising out of or relating to this Agreement may, among other methods, be served upon the applicable party by delivering it or mailing it in accordance with paragraph 15 above. No waiver of any provision of or default under this Agreement shall affect the right of either party thereafter to enforce such provision or to exercise any right or remedy in the event of any other default, whether or not similar.

(b) If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not essential to the intended operation of this Agreement.

20. Miscellaneous

This Agreement shall apply for the Term hereof only, and shall not be binding upon or prejudicial to any position taken by Publisher or Licensee for any period subsequent to the Term of this Agreement. The captions of paragraphs contained in this Agreement are for reference only and are not to be construed in any way as a part of the Agreement. This Agreement shall not become effective until executed by all proposed parties hereto.

IN WITNESS WHEREOF, the parties have caused the foregoing to be executed as of the date first above written.

EMI Music Publishing

By: _____
Publisher

EMI BLACKWOOD MUSIC

By _____
Publisher
Fed.I.D. #

Signed by EMI BLACKWOOD MUSIC, 05/13/2005

Conectium USA, Inc.

By: _____
Licensee

CONECTIUM LLC

By _____
Licensee

Signed by CONECTIUM LLC, 05/13/2005

Input by Yemi Amu, 05/13/2005

Input by Yemi Amu, 05/13/2005

December 6, 2004

Ringtone License

~~January 1, 2005~~

THIS AGREEMENT (the "Agreement") is made ~~October 7, 2004~~ ("Effective Date"), by and between Emphasis Digital, LLC ("Licensee"), 140 58th Street – Suite 2i, Brooklyn, NY 11220, and EMI Entertainment World, Inc. ("EMI"), 810 Seventh Avenue, New York, New York 10019.

WHEREAS, EMI is actively engaged in the business of music publishing and controls the music publishing rights to certain Compositions (as defined in paragraph 1 below) which are contained in the music publishing catalogs listed on Schedule A, attached hereto and made a part hereof (hereinafter individually and collectively referred to as "Publisher"); and

WHEREAS, Licensee desires to obtain and Publisher desires to grant a license to arrange and record each Approved Composition (as defined below) to create and distribute EMI Ringtones (as defined below) whereby an end-user can receive a copy of the EMI Ringtone into a Wireless Device (as defined below) ("Licensee's Service"), solely in the manner provided herein and all in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. Definitions

As used in this Agreement, the following terms will have the meanings set forth below:

(a) "Additional Website" means a website or wapsite, proprietary to Licensee or to a third party, from which Licensee proposes to allow EMI Ringtones to be digitally transmitted. For each Additional Website, Licensee shall prepare and submit two (2) copies of an executed written Addendum (in the form set forth in Schedule C), which shall list the requested Additional Website(s). Licensee will reasonably cooperate with Publisher to respond to any of Publisher's requests for additional information regarding a requested Additional Website, including without limitation, verification of the nature of business conducted on said Additional Website, and information related to the accounting and reporting procedures in place between Licensee and the proprietor of an Additional Website. If Publisher approves said Additional Website(s), it shall counter-execute said Addendum and send a copy to Licensee, and the Additional Website(s) listed thereupon shall be deemed approved by Publisher ("Approved Additional Website(s)").

(b) "Composition" means a musical composition which is owned and/or controlled by Publisher, and which is made available to Licensee hereunder subject to the terms and conditions set forth in this Agreement and to any restrictions thereon imposed by Publisher or by the Songwriter Agreements (as defined below), and which shall be subject to Publisher's final approval, for use in the creation and distribution of EMI Ringtones; provided that with respect to any Composition which may be controlled by Publisher only in part, the term "Composition" shall refer only to that proportion of the musical composition controlled by Publisher. "Approved Composition" means a Composition which has been cleared and/or approved by Publisher for use by Licensee, as evidenced by its inclusion on the attached Schedule B, which may be amended from time to time, or by Publisher's execution of an applicable Addendum as further described in paragraph 2(b) below (in the form set forth in Schedule D).

(c) "Copy," means a digital transmission(s) or electronic distribution(s) of a single Approved Composition contained in an EMI Ringtone to an end-user.

(d) "Copies Sold" and "sales" mean one hundred (100%) percent of those Copies digitally transmitted or otherwise electronically distributed to end-users (including without limitation to said an end-user's Wireless Device).

(e) "Dollars" and "Cents" mean United States Dollars and Cents.

(f) "EMI Ringtone" means a Ringtone (as defined below), that features the digital transmission of an Approved Composition, the length of which shall not exceed thirty (30) consecutive seconds, solely in connection with Licensee's Service and in accordance with the terms and conditions of this Agreement.

(g) "Network" means the Website (as defined below) and Approved Additional Websites (as defined above) on which EMI Ringtones will be made available to end-users, as served from and through the Server (as defined below), via a range of service channels including Internet, cable, satellite, web, WAP, SMS, or cellular transmission, provided Licensee at all times shall institute security measures with respect to all aspects of the Network and operating systems, that (i) are designed to ensure that an EMI Ringtone cannot be copied, played, distributed, transmitted or exploited in any way beyond the Wireless Device initially receiving said EMI Ringtone; (ii) are designed to prevent unauthorized reproduction and distribution of an EMI Ringtone; and (iii) are sufficient to track and enforce the use limitations contemplated by this Agreement; and (iv) meet or exceed current industry standards as they exist from time to time for the licensed delivery of music via digital transmission and its reproduction on devices.

(h) "Person" means any individual, corporation, partnership, association or other organized group or combination of any or all of the foregoing, and their legal successors or representatives.

(i) "Ringtone" means an electronic code which resides in an end-user's Wireless Device and causes a predetermined audio-only instrumental melodic sequence of a musical composition to be played for the sole purpose of announcing an incoming telephone call to or message on such Wireless Device, without any further distribution or transmission of such musical composition. For the avoidance of doubt, "Ringtone" shall not include (and this Agreement shall not be deemed to grant Licensee any rights to use Compositions in or as), inter alia, Ringbacks or Ringback tones (as defined below).

(j) "Ringbacks" or "Ringback tones" means the distribution or transmission of a musical composition to a Wireless Device or telephone for the purpose of notifying a caller that the call recipient is being alerted to the incoming call.

(k) "Server" means Licensee's proprietary Internet server which shall be located within the Territory, on which templates of the EMI Ringtones licensed hereunder will exclusively reside, and from which the EMI Ringtones will be digitally transmitted or distributed to end-users through the Network. For purposes of clarification, no EMI Ringtone shall be offered for sale through the Website or through an Approved Additional Website and permanently stored in an end-user's Wireless Device without first being transmitted from and through the Server.

(l) "Songwriter Agreement(s)" shall mean those agreements pursuant to which Publisher has acquired rights with respect to any Composition.

(m) "Website" means Licensee's proprietary website or wapsite on the Internet having a URL of http://www.chikabum.com.

(n) "Wireless Device" means a mobile telephone or a hybrid handheld wireless device that incorporates the telephony or messaging function of a mobile telephone and that operates on a wireless communications network regulated by the U.S. Federal Communications Commission in accordance with its rules and regulations governing commercial mobile radio services.

(o) Each other expression used herein, unless herein separately defined, shall have the meaning commonly understood in the music publishing industry.

2. Supply of Compositions

(a) Publisher has cleared and/or approved the usage of the Compositions listed on the attached Schedule B, which may be amended from time to time during the Term, for the creation and distribution of EMI Ringtones, and such Compositions are hereby deemed "Approved Compositions." For clarity, Publisher may send Licensee a revised Schedule B from time to time during the Term, which Schedule B shall comprise the current list of "Approved Compositions", as of the date sent. Publisher will use best efforts to clearly indicate for Licensee any additions, deletions and/or corrections to the list of Approved Compositions comprising Schedule B.

(b) Following the execution of this Agreement and throughout the Term, Licensee may seek clearance of additional Compositions for use in the creation and distribution of EMI Ringtones that do not appear on Schedule B. In such event, Licensee shall notify Publisher of said requested Compositions. If Publisher agrees to clear such requested Composition(s), it shall so advise Licensee who shall then prepare and submit two (2) copies of a written Addendum in the form set forth on the attached Schedule D. Said Addendum shall be executed by Licensee and forwarded to Publisher. When fully executed, the Addendum shall be considered an amendment to this Agreement, subject to all the terms and conditions herein set forth, and the Compositions set forth therein shall be deemed "Approved Compositions".

(c) Publisher reserves the right to prevent any Composition from becoming an Approved Composition. For example, but without limitation, as of the date hereof, Compositions written in whole or in part by Tracy Chapman, John Lennon, Jeff Lynne, James Taylor, and Stevie Wonder, and the members of the recording artists known as Aerosmith, Foo Fighters, Nirvana, Red Hot Chili Peppers, Tool, the Mars Volta, A Perfect Circle and Savage Garden are not available; and the Compositions "You've Got A Friend" (King) and "Izzo" (Perren / Mizell / Gordy / Lussier / Carter / West) are not and shall not become Approved Compositions.

(d) Notwithstanding anything to the contrary contained in this Agreement, Licensee shall remove any EMI Ringtones from the Network within seven (7) business days from its receipt of a notice from Publisher requesting such removal.

3. Grant of Rights

(a) Subject to the terms, conditions and limitations herein set forth, to the complete execution of this Agreement, and to the payment of the applicable royalties and fees for the rights granted herein, Publisher hereby grants to Licensee the following non-exclusive, limited rights during the Term and in the Territory:

(i) To arrange and record, at Licensee's sole expense, up to thirty (30) consecutive seconds of an Approved Composition for use solely in connection with the creation of an EMI Ringtone; provided that: (A) no EMI Ringtone shall contain more than one (1) Approved Composition; (B) in no event shall any arrangement change the basic melody or fundamental character of the such Approved Composition; and (C) all such arrangements be subject to the provisions of paragraph 11 below;

(ii) To create a template or server copy of each EMI Ringtone, which shall be "uploaded" to and reside on the Server for the sole and exclusive purpose of transmitting or distributing EMI Ringtones to end-users;

(iii) To sell Copies of EMI Ringtones, on and through the Network, by which an end-user can purchase a copy of the EMI Ringtone such that the EMI Ringtone may be embedded in his or her Wireless Device (it being understood that temporary, transient, non-permanent copies of the EMI Ringtones incidental to said transmission may be created on the Network, provided (A) no permanent copies of the EMI Ringtones are stored or cached on the Network except on the Server or on an end user's Wireless Device and (B) if a security breach in the Network arises, Licensee shall immediately comply with any Publisher request to block access or remove from the Server any EMI Ringtone so affected); and

(iv) Subject to Licensee securing all necessary public performance licenses (as described in paragraph 8 below), to "stream" up to thirty (30) consecutive seconds of an EMI Ringtone (and the Approved Composition embedded therein) in a digital audio transmission for the sole purpose of demonstrating or auditioning said Ringtone to facilitate its sale, in digital, computer readable or other form, on the Network, provided that said streamed EMI Ringtone (and the Approved Composition embedded therein) cannot and shall not be offered or provided in or as a separate downloadable file.

(b) (i) This Agreement does not authorize or permit any use of any Approved Composition not specifically authorized herein. If any such use is made or permitted by Licensee, this Agreement shall immediately terminate.

(ii) Publisher does not hereby grant a license or otherwise authorize Licensee in any way whatsoever to use any current or future trademarks, service marks, design marks or trade names associated with Publisher (the "EMI Marks"), on or in conjunction with the Network. Licensee may only use the EMI Marks upon prior written approval from Publisher.

(c) Prior to exercising its rights in any EMI Ringtone, in the event an Approved Composition embodied therein is controlled less than one hundred (100%) percent by Publisher, Licensee shall ensure it has secured a license for the remaining percentage from the applicable co-publisher(s).

(d) Nothing contained herein shall grant Licensee the right to use any particular recording of an Approved Composition.

4. Territory

The "Territory" covered during the Term (as defined below) of this Agreement shall be the United States and Canada.

5. Term

(a) The "Term" of this Agreement shall be one (1) year, commencing on the Effective Date and terminating ~~September 30, 2005~~ December 31, 2005 (the "Expiration Date"). Licensee shall notify Publisher when an EMI Ringtone is first made available for purchase.

(b) Notwithstanding the foregoing:

(i) All rights granted to Licensee herein and pursuant to the Addenda shall expire as of the Expiration Date.

(ii) EMI may terminate the entire grant of rights contained in this Agreement and/or the grant of rights with respect to a particular Website or Additional Approved Website, at any time for any reason upon thirty (30) days prior written notice to Licensee. Promptly thereafter, Licensee shall furnish Publisher with a written confirmation that it has performed any/all takedowns of EMI Ringtones from the Server necessary to comply with the applicable termination of rights by Publisher.

6. Advance / Royalties

(a) As used herein, "Publisher's Prorata Share" shall mean that proportion of Publisher's ownership of the applicable Composition, as set forth on the Addendum.

(b) In consideration of the rights granted hereunder, upon execution of the Agreement Licensee shall pay to Publisher the sum of FIVE THOUSAND ($5,000.00) Dollars, as a non-returnable advance, recoupable solely from royalties otherwise payable pursuant to paragraphs (c)(i-iv) below ("Advance").

(c) (i) Pursuant to the terms and conditions of paragraph 7 below, Licensee shall pay Publisher a royalty equal to Publisher's Prorata Share of TEN (10%) percent of the retail selling price of each Copy Sold, with a minimum royalty of TEN ($0.10) Cents for each Copy Sold.

(ii) In the event a recurring fee is charged an end user to retain a Copy, said charge shall be deemed a royalty-bearing event. For clarity, Licensee shall pay Publisher the applicable royalty pertaining to any Copy each time a recurring payment is made to retain said Copy (or to access an EMI Ringtone embodied therein) on an end user's Wireless Device. For purposes of calculating the royalty payable, if applicable, the recurring fee shall be deemed to be the original retail selling price and each time the Copy is thereby retained shall be considered a new Copy Sold.

(iii) In the event a Copy is made to time-out on a Wireless Device and one is made to re-download or otherwise re-acquire said EMI Ringtone for reasons other than technical failure, said event shall be deemed a royalty-bearing event. For clarity, and notwithstanding the previous sentence, Licensee shall pay Publisher the applicable royalty pertaining to each Copy Sold, irrespective of whether the recipient had previously acquired the same EMI Ringtone embodied in such Copy Sold.

(iv) In the event a Copy is offered in a form other than individually (e.g., said EMI Ringtone is made available as part of a bundle or package of wireless content applications), the royalty due in connection with such Copy shall be Publisher's Pro Rata Share of the greater of: (A) TEN (10%) percent of a fraction whose numerator equals the bundle's sale price and whose denominator equals the number of royalty-bearing content applications, or (B) the minimum royalty for each Copy Sold set forth paragraph 6(c)(i) above. By way of example, if Licensee charges $10 for a bundle of eight (8) royalty-bearing content applications (one of which is a Copy), then the royalty applicable to said Copy Sold shall be Publisher's Pro Rata Share of $0.125, i.e. 10% of ($10 ÷ 8).

(d) In the event an Approved Composition is controlled less than one hundred (100%) percent by Publisher or if the Songwriter Agreements require direct payments to certain third parties, upon Publisher's request, Licensee shall make direct payments to such applicable co-publishers or other third parties.

(e) In the event Licensee agrees to (or has agreed to) pay to a co-publisher of an Approved Composition, or to the publisher of any musical composition, to be included in any Ringtone, compensation or consideration in excess of the compensation or consideration to be paid to Publisher hereunder (collectively, "Excess Compensation"), then effective as of the date of such agreement, Licensee shall immediately pay to Publisher an amount equal to such Excess Compensation and this Agreement shall be deemed amended effective as of the date of such agreement to include the more favorable compensation provision. In the event the Approved Composition is not entirely controlled by Publisher, the Excess Compensation shall be based upon and shall reflect Publisher's Pro Rata Share. Upon request, Licensee shall supply to Publisher copies of all agreements between Licensee and music publishers by which rights are granted for the use of any musical compositions (including Approved Compositions) in Ringtones.

7. Accounting

(a) Together with the payment of all applicable sums due Publisher pursuant to paragraph 6(c) above, Licensee shall render Publisher accounting statements on a quarterly basis, (which shall be provided electronically, along with a hard paper copy), indicating, on a country-by-country, EMI Ringtone-by-EMI Ringtone (including the title, writers' name(s), and applicable Publisher-supplied EMI song code for each Approved Composition), and Website-by-Website (i.e. statements to include both the Website and all Approved Additional Websites) basis, the number of Copies Sold or otherwise distributed and/or digitally delivered in each country of the Territory, within forty-five (45) days following the last day of each calendar quarter during which such rights are granted herein, whether or not Licensee sold or otherwise distributed Copies within such quarterly period. In addition, the accounting statement shall indicate, with respect to each Copy Sold, the retail selling price therefor, whether said Copy Sold was the result of a first-time transmission or a repeat transmission/recurring charge, and any other information necessary to determine how the applicable royalty for each Copy Sold was calculated.

(b) In addition to providing quarterly accounting statements, Licensee shall, within ninety (90) days of the Effective Date, provide Publisher, upon request, with online, real-time access to the Server in order to permit the accurate identification, tracking and verification of copies of all EMI Ringtones, and any other data item to be enumerated on accounting statements pursuant to subparagraph (a) above.

(c) Licensee agrees to keep and maintain true and accurate records and books of account in connection with the sale of Copies and all transactions related thereto or otherwise contemplated under this Agreement, and shall retain all such records and books for a period of not less than four (4) years following the termination of this Agreement. Publisher, by its designated representative, shall have the right, upon reasonable written notice, and during normal office hours, to examine the books and records of Licensee, at Licensee's regular place of business where the books and records are maintained, as the same pertain to the subject matter of this Agreement and to make copies and extracts thereof. Licensee shall cooperate with Publisher's representative to assist them in understanding all such material. If, as a result of any audit, it is determined that Licensee has understated the royalties due to Publisher, Licensee shall immediately pay to Publisher the amount of such underpayment. If, as a result of any audit, it is determined that Licensee has understated the royalties due to Publisher by ten (10%) percent or more, Licensee shall pay to Publisher the amount by which royalties have been understated and shall reimburse Publisher for the cost of the audit.

(d) All checks shall be in United States Dollars, shall be made payable to EMI Entertainment World and unless Publisher notifies otherwise, shall be sent to the attention of Jonathan Cohen, Music Services, Licensing Department at the address indicated in paragraph 15 below. All accountings and payments must be received by Publisher on the date such payment and statement are due, according to the terms of this Agreement, time being of the essence hereof. No payments shall be diminished or reduced in any manner for any reason, including without limitation, any withholdings, currency restrictions, exchanges or taxes. Upon written request, Publisher shall provide Licensee with a current W-9 form for each music publishing catalog receiving payment.

(e) It is understood and agreed that there shall be no "free" or "bonus goods" of the EMI Ringtones, as such term is understood in the industry, i.e., all Copies Sold, distributed, transmitted, or delivered, regardless of price, shall bear a full royalty hereunder.

(f) Without limiting Publisher's rights and remedies hereunder, at law or in equity: (i) past-due payments are subject to and to be accompanied by payment of interest thereon at the prime rate as established on the due date by The Bank of New York plus two (2%) percent compounded daily and computed from the date(s) upon which each such payment(s) first became due until the date(s) upon which each such payment(s) is remitted to Publisher; and (ii) Licensee shall reimburse Publisher, within five (5) days from receipt of its invoice, for Publisher's reasonable attorney's fees and costs arising out of the occurrence of any Default Event (as defined in paragraph 14), including, without limitation, any failure by Licensee timely to render statements and account to Publisher with respect to royalties which accrue to Publisher in connection with Licensee's exploitation of its rights pursuant to the applicable provisions hereof.

8. No Performance Right Grant

(a) No right of public performance is granted under this Agreement, such right being licensed by the American Society of Composers, Authors and Publishers ("ASCAP") and Broadcast Music Inc. ("BMI") in and for the United States, and the Society of Composers, Authors and Music Publishers ("SOCAN") in and for Canada, as applicable.

(b) Any public performance of an Approved Composition as embodied in an EMI Ringtone, including without limitation pursuant to paragraph 3(a)(iv) above, not otherwise licensed by ASCAP and/or BMI and SOCAN, as applicable, shall be licensed by Licensee from Publisher or from Publisher's authorized agent. If said license is to be secured from Publisher, Publisher agrees to negotiate in good faith and the issuance of such license shall be in accordance with the customary industry practices and fees.

9. Restrictions and Reservations of Rights

(a) This Agreement does not authorize or permit any use of a Composition not expressly set forth herein and does not include the right to alter the fundamental character of the music of an Composition, and; specifically, the terms of this Agreement are limited to the use of each Approved Composition only as originally fixed in the EMI Ringtone. Publisher reserves all rights not expressly granted to Licensee hereunder. All rights granted hereunder are granted on a non-exclusive basis.

(b) No Composition may be used in a dramatic fashion, as such term is understood in the industry, or in any manner which could be considered in bad taste or offensive; i.e. each Approved Composition shall be used with regard to social convention and decency so as not to bring such Composition, the composers thereof, or Publisher into public disrepute or reflect adversely on the Composition, the composers thereof, or Publisher. No individual Composition may be used in connection with any product, any service, or in the branding, marketing, advertising or promotion of any product, service or event.

(c) Without limiting the force and effect of the foregoing, and without intending to provide an exhaustive list of prohibitive acts, this Agreement does not include the rights to: (i) rent or lease an EMI Ringtone; (ii) sell or otherwise distribute EMI Ringtones except for the personal use of individual Wireless Device owners; (iii) parody the music or lyrics of an Approved Composition; (iv) make, sell or distribute phonorecords of an Approved Composition; (v) utilize a sound recording and/or audiovisual master(s) not owned or separately licensed by Licensee; (vi) synchronize (or authorize others to synchronize) any Approved Compositions with visual images or events or include any Approved Composition in any audio-visual work, including without limitation in commercials or games; (vii) use the title of an Approved Composition except for factual and/or descriptive purposes for identifying the EMI Ringtones available to for purchase; (viii) use any Composition that is not a Approved Composition in any way; or (ix) use an Approved Composition on any broadcast/cablecast or on-line services (whether viewable in real time or downloadable) not specifically enumerated in this Agreement, or on any interactive program, platform, media or storage device, or any promotional use not specifically enumerated herein. Any occurrence of the above-noted items by Licensee or authorized by Licensee shall render all aspects of the Agreement immediately null and void and this Agreement shall terminate.

(d) Except for listing on the Network the composers' names for factual and/or descriptive purposes for identifying the EMI Ringtones available for purchase, no right whatsoever is being granted hereunder to use or authorize other Persons to use the names (including any professional names, previously, now or hereafter used), facsimile signatures, voices, likenesses or biographical material of, concerning, or regarding any of the composers of a Composition for any purpose whatsoever, including, without limitation, for purposes of exploitation of an EMI Ringtone on the Network. In no event shall a name of a composer of a Composition be featured more or less prominently than any other composer's name.

10. Warranties and Representations/Indemnity

(a) Publisher warrants only that it has the legal right, power and authority to grant this license and this license is given and accepted without any other warranty or recourse. Publisher hereby agrees to indemnify and hold harmless Licensee and its respective officers, directors, agents, and employees (hereinafter, the "Indemnitees") from and against any and all liabilities, damages, costs, charges, recoveries, judgments, penalties, expenses or losses of whatsoever kind or nature, actually incurred by the Indemnitees (including reasonable attorneys' fees and disbursements) which may be obtained against, imposed upon or suffered by the Indemnitees or any of them, by reason of any breach by Publisher of any of its warranties or representations hereunder. In no event shall the total liability of Publisher in connection with the rights granted for each Approved Composition licensed hereunder exceed the consideration received by Publisher in connection with the licensing of said Approved Composition. Licensee will give Publisher prompt notice of any claim and Publisher will have the right to assume the defense thereof at Publisher's expense.

(b) Licensee represents and warrants that:

(i) there are no actions, suits, proceedings, agreements or other impediments, actual or threatened, which would prevent or impair it from performing its duties and obligations hereunder; and

(ii) it is fully empowered to enter into this Agreement and to perform its duties and obligations hereunder, that it is and shall at all times remain possessed of all rights necessary for it to completely fulfill all of its material obligations hereunder, and that its entering into this Agreement and fulfilling such obligations (including but not limited to maintenance of the Network) does not and shall not infringe upon the rights of any Person whatsoever.

(c) Licensee further represents and warrants that it shall obtain or secure (and maintain during the Term) all necessary and required licenses concerning:

(i) intellectual properties furnished or selected by Licensee and contained in any materials used in connection with the marketing, sale or distribution of Ringtones as authorized hereunder, including without limitation name and likeness rights, and that said materials shall not violate or infringe upon the rights of any third party, including without limitation intellectual property rights and/or rights of privacy and publicity; and

(ii) intellectual properties furnished or selected by Licensee and contained in an EMI Ringtone not licensed hereunder including that portion of the music publishing rights in and to each Approved Composition not controlled by Publisher; and that said materials shall not violate or infringe upon the rights of any third party, including without limitation intellectual property rights and/or rights of privacy and publicity.

(d) Licensee agrees to fully indemnify Publisher and hold Publisher (and its officers, directors, and employees) harmless of and from any and all liabilities, claims, causes of actions, damages, interest, charges, recoveries, judgments, penalties, expenses or losses of whatsoever kind of nature, (including without limitation, legal expenses and counsel fees and disbursements) of any kind whatsoever which may be occasioned, suffered or incurred by Publisher, either directly or indirectly, in whole or in part, resulting from or in connection with any breach or threatened breach by Licensee of any of the terms, covenants, representations and warranties contained herein, and/or any claim by any Person inconsistent with any of the representations, warranties and covenants hereunder. In addition, Licensee will reimburse Publisher on demand for any payment made at any time after the date hereof for any liability or claim to which this clause relates that has resulted in a judgment against Publisher or which has been settled with the written consent of Licensee (which consent shall not unreasonably be withheld). Publisher will give Licensee prompt notice of any claim and Licensee will have the right to assume the defense thereof at Licensee's expense.

11. Arrangements/Copies

(a) Any arrangement(s) which Licensee shall cause to be made of an Approved Composition in the creation of an EMI Ringtone shall be made at Licensee's own expense and shall be created only as the result of employment-for-hire, and such arrangement shall be "Work Made For Hire" as such term is used in the United States Copyright Law. Licensee hereby sells, assigns and transfers any such arrangement to Publisher and the worldwide copyright and renewals and extensions of copyright therein. The arranger shall not be entitled to authorship credit or status as a collaborator or any remuneration by way of royalty or otherwise from the authors of such Approved Composition or from Publisher or any of Publisher's designated agents. No arrangement shall change the basic melody of any Approved Composition.

(b) Licensee shall enable Publisher freely and without charge or expense to receive Copies of EMI Ringtones to ensure Licensee's adherence with and to the terms and conditions of this Agreement.

12. Ownership

Except as expressly permitted in this Agreement, Licensee shall not at any time, directly or indirectly, license, transfer, assign, sell or otherwise dispose of, pledge, mortgage or in any way encumber any Composition or any interest of any kind therein, and/or any right or license granted hereunder and any such purported license, transfer, assignment, sale, disposal, pledge, mortgage or encumbrance shall be void and of no effect.

13. No Partnership

Nothing herein contained shall create any association, partnership, joint venture or relationship of principal and agent between the parties hereto; it being understood that the parties hereto are, with respect to each other, independent contractors; and neither party shall have any authority to bind the other or the other's representatives in any way and shall not hold itself out to any Person as having authority.

14. Event of Default/Cure

(a) As used herein, the term "Event of Default" shall mean any of the following events: (i) Licensee's failure or inability to fulfill any of its material obligations hereunder for any reason; (ii) Licensee's dissolution or the liquidation of any substantial portion of its assets; (iii) the filing by or against Licensee of a petition for liquidation or reorganization or the commencement of an action against it under any applicable bankruptcy or insolvency legislation as now or hereafter in effect or under any similar statute relating to liquidation or reorganization or Licensee's consenting to any of the foregoing; (iv) the appointment of a trustee, receiver, custodian or similar appointee for Licensee or for any of its property or Licensee consenting to any such appointment; (v) Licensee's making of an assignment for the benefit of creditors; (vi) Licensee becoming insolvent; or (vii) any action by Licensee which jeopardizes any material right or remedy of Publisher hereunder.

(b) Without limiting or affecting the rights or remedies which Publisher may have under this Agreement or at law or equity, with respect to Licensee's obligations under this Agreement, it is agreed that if an Event of Default occurs or in the event of a breach on the part of Licensee, Publisher will notify Licensee in writing of such default or breach and Licensee shall have ten (10) business days from receipt of such notice in which to cure such Event of Default or breach. If such breach or Event of Defaults is not curable or if not cured within said ten (10) business day period, this Agreement shall automatically terminate; provided, however, that with respect to the payment of any monies whatsoever, this Agreement shall automatically terminate if such particular breach is not remedied within five (5) business days from the date of the notice, and Publisher, in the event of an automatic termination under this paragraph and without prejudice to any other rights and remedies, shall have rights and remedies for copyright infringement, including injunctive relief.

(c) The termination of this Agreement pursuant to this paragraph shall render the further exploitation of an EMI Ringtone actionable as an act of copyright infringement fully subject to the remedies provided by the Copyright Act, Title 17, of the United States Code, together with other legal and equitable remedies available to Publisher.

15. Notices

Any and all notices, consents, approvals, demands, other communications and payments hereunder shall be hand delivered or sent by certified mail, return receipt requested, at the address below (or at such other address hereafter designated by either party in writing) as follows:

To Publisher: EMI Entertainment World, Inc.
810 Seventh Avenue
New York, New York 10019
Attention: Jonathan Cohen

To Licensee: Emphasis Digital, LLC
140 58th Street – Suite 21
Brooklyn, NY 11220
Attention: Joe Rishty

Any notice shall be deemed complete when the same (containing whatever information may be required hereunder) is deposited in any mail box properly addressed and sent as aforesaid, except that: (a) all materials personally delivered shall be deemed served when actually received by the party to whom addressed; (b) air express materials shall be deemed served on the day of delivery to the air express company; (c) notices of change of address shall be effective only from the date of receipt; and (d) royalty statements may be sent by regular mail and shall be deemed rendered when actually received by Publisher.

16. Governing Law

This Agreement has been entered into and delivered in the State of New York and the validity, interpretation and legal effect of this Agreement shall be governed by and construed in accordance with the internal laws of the State of New York applicable to contracts entered into and performed entirely within the State of New York. Only the New York courts (state and federal) will have jurisdiction over any controversies regarding this Agreement, and the transactions contemplated by this Agreement; any action or other proceeding which involves such a controversy will be brought in those courts, in New York County, and not elsewhere. Licensee hereby irrevocably submits to the jurisdiction of the New York courts (state and federal) in any such action or proceeding and irrevocably waives any right to contest the jurisdiction (in rem or in personam) or power or decision of that court within or without the United States other than appropriate appellate courts having jurisdiction over appeals from such court(s). Licensee also irrevocably waives any defense of inconvenient forum to the maintenance of any such action or proceeding. Any process in any action or proceeding may, among other methods, be served upon Licensee by delivering or mailing it in accordance with paragraph 15. Any such delivery or mail service shall be deemed to have the same force and effect as personal service within the State of New York.

17. Assignment; Change of Control

This Agreement, and the rights, opportunities and obligations created pursuant to this Agreement, are not assignable or transferable in any manner by Licensee, nor shall Licensee sublicense or delegate any of its rights or obligations without the prior written consent of Publisher, not to be unreasonably withheld. EMI (and each Publisher) may assign this Agreement and any of its rights hereunder in whole or in part to any Person which controls, which is controlled by, or which is under common control with, EMI and/or each such Publisher or which is in partnership with EMI and/or each such Publisher; and/or to any

parent, affiliated or subsidiary company or corporation, or to a Person owning, or acquiring, all or a substantial part of EMI and/or each such Publisher's stock and/or assets or with whom EMI and/or each such Publisher may merge or be merged, in which case Licensee shall not be released from its obligations hereunder.

18. Confidentiality; Publicity

Licensee and EMI agree that all information with respect to this agreement, whether furnished by EMI to Licensee or otherwise acquired by Licensee in the course of business with EMI, shall be kept confidential. Such information shall not be disclosed at any time to any Person except to the extent required by an order of a court or other tribunal having jurisdiction or pursuant to rules and regulations of a governmental body. Notwithstanding the foregoing, the parties acknowledge and agree that in certain situations, such as where copublishers of an Approved Composition, publishers of other compositions and/or master owners require a favored nations provision, the information contained in this Agreement may have to be divulged with respect to monies payable and rights granted. Licensee and EMI may not use the other party's name in news releases, articles, brochures and marketing and/or promotional materials, without the other party's prior written approval.

19. Entire Agreement

(a) This Agreement sets forth the entire understanding between the parties hereto with respect to the subject matter hereof, and merges and extinguishes all prior understandings, negotiations, and agreements. No amendment to or modification, waiver, termination, or discharge of this Agreement or of any provision hereof shall be binding unless confirmed by a written instrument duly executed by the party to be charged therewith. Any process in any action, suit, or proceeding arising out of or relating to this Agreement may, among other methods, be served upon the applicable party by delivering it or mailing it in accordance with paragraph 15 above. No waiver of any provision of or default under this Agreement shall affect the right of either party thereafter to enforce such provision or to exercise any right or remedy in the event of any other default, whether or not similar.

(b) If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not essential to the intended operation of this Agreement.

20. Miscellaneous

This Agreement is being entered into on an experimental and non-prejudicial basis, shall apply for the Term hereof only, and shall not be binding upon or prejudicial to any position taken by Publisher or Licensee for any period subsequent to the Term of this Agreement. The captions of paragraphs contained in this Agreement are for reference only and are not to be construed in any way as a part of the Agreement. This Agreement shall not become effective until executed by all proposed parties hereto.

IN WITNESS WHEREOF, the parties have caused the foregoing to be executed as of the date first above written.

EMI Entertainment World, Inc.	Emphasis Digital, LLC
By: _____	By: _____
An authorized signatory	An authorized signatory
	Managing Member

SCHEDULE A

(List of Publishing Catalogs)

AVON GATE MUSIC INC. (BMI)
BARHAM BOULEVARD MUSIC, INC. (BMI)
BEECHWOOD MUSIC CORP. (BMI)
BURBANK PLAZA MUSIC, INC. (ASCAP)
CARWIN MUSIC INC. (ASCAP)
COLGEMS-EMI MUSIC INC. (ASCAP)
COMBINE MUSIC CORP. (BMI)
EMI AFFILIATED CATALOG INC. (BMI)
EMI AL GALLICO MUSIC CORP. (BMI)
EMI ALGEE MUSIC CORP. (BMI)
EMI APRIL MUSIC INC. (ASCAP)
EMI BELFAST MUSIC, INC. (BMI)
EMI BMPC CORP. (ASCAP)
EMI BLACKWOOD MUSIC INC. (BMI)
EMI BRILLIG MUSIC, INC. (ASCAP)
EMI DUCE MUSIC, INC. (ASCAP)
EMI EASY LISTENING MUSIC CORP. (ASCAP)
EMI FEIST CATALOG INC. (ASCAP)
EMI FULL KEEL MUSIC (ASCAP)
EMI GOLD HORIZON MUSIC CORP. (BMI)
EMI GOLDEN TORCH MUSIC CORP. (ASCAP)
EMI GROVE PARK MUSIC, INC. (BMI)
EMI HASTINGS CATALOG INC. (BMI)
EMI INTERTRAX MUSIC INC. (BMI)
EMI JEMAXAL MUSIC INC. (ASCAP)
EMI LONGITUDE MUSIC (BMI)
EMI MILLER CATALOG INC. (ASCAP)
EMI MILLS MUSIC, INC. (ASCAP)
EMI MOGULL, INC. (ASCAP)
EMI NORBUD MUSIC, INC. (BMI)
EMI NTM HOLDINGS, INC. (ASCAP)
EMI PST HOLDINGS, INC. (ASCAP)
EMI ROBBINS CATALOG INC. (ASCAP)
EMI SOSAHA MUSIC INC. (BMI)
EMI SLITHY SONGS, INC. (BMI)
EMI TSM HOLDINGS, INC. (BMI)
EMI U CATALOG INC. (ASCAP)
EMI UNART CATALOG INC. (BMI)
EMI VARIETY CATALOG INC. (ASCAP)
EMI VINE MUSIC, INC. (BMI)
EMI VIRGIN MUSIC, INC. (ASCAP)
EMI VIRGIN SONGS, INC. (BMI)
EMI WATERFORD MUSIC, INC. (ASCAP)
EMI WORLDTRAX MUSIC INC. (ASCAP)
FORAY MUSIC (SESAC)
GLENWOOD MUSIC CORP. (ASCAP)
JOBETE MUSIC CO., INC. (ASCAP)
NEW TANDEM MUSIC, INC. (ASCAP)
SCREEN GEMS-EMI MUSIC INC. (BMI)
STONE DIAMOND MUSIC CORPORATION (BMI)
TRIPLE STAR MUSIC, INC. (BMI)

SCHEDULE B

(List of Approved Compositions)

See Excel file

Mobile Lifestyles, Inc.
1427 East Penrose Drive
Salt Lake City, Utah 84103

Dated February 28, 2006
Effective as of November 1, 2005

EMI Entertainment World, Inc.
810 Seventh Avenue
New York, NY 10019

AMENDMENT

When signed by Mobile Lifestyles, Inc. ("Licensee"), and EMI Entertainment World, Inc. (successor in interest to EMI Music Publishing), this shall constitute an amendment to that certain license agreement between Licensee and EMI Music Publishing dated December 6, 2004, as amended (the "Agreement") concerning the creation and distribution of EMI Ringtones as defined in the Agreement.

1. All terms defined in the Agreement will have the same meanings in this amendment, unless otherwise expressly provided herein.

2. Extended Term

Subject to the terms and conditions of the Agreement, the Term of the Agreement shall be extended an additional one (1) year, terminating on October 31, 2006.

3. Except as expressly or by necessary implication modified hereby, all terms and conditions of the Agreement shall remain in full force and effect, and are hereby ratified and reaffirmed, but in the event of any inconsistency(ies) between the provisions of the Agreement and the provisions of this amendment, the latter shall control.

IN WITNESS WHEREOF, the parties have caused the foregoing to be executed as of the date first above written.

EMI Entertainment World, Inc.

By _____
An authorized representative

Mobile Lifestyles, Inc.

By _____
An authorized representative

SCHEDULE C

to the Agreement dated November 1, 2004 by and between
EMI Music Publishing and Mobile Lifestyles, Inc. (pursuant to paragraph 1(a))

ADDENDUM OF RIGHTS

Dated: January 25, 2005

ADDENDUM to the Agreement dated November 1, 2004, by and between EMI Music Publishing and Mobile Lifestyles, Inc. (the "Agreement"), to be effective as of the date hereof, to make the following Additional Website(s) constitute Approved Additional Website(s), and thus part of the Network.

1. The URL of the proposed Additional Website(s) covered by this Addendum, and the date on which EMI Ringtones will first be offered thereon, is/are:

http://www.unlimitedringtone.com/ January 25, 2005

2. All terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused the foregoing ADDENDUM to be executed as of this 25th day of Janaury, 2005.

EMI Music Publishing

By: _____

Mobile Lifestyles, Inc.

By: _____

Ringtone License

THIS AGREEMENT (the "Agreement") is made December 6, 2004 ("Effective Date"), by and between Mobile Lifestyles, Inc. ("Licensee"), 1427 East Penrose Drive, Salt Lake City, Utah 84103, and EMI Music Publishing ("EMI"), 810 Seventh Avenue, New York, New York 10019.

WHEREAS, EMI is actively engaged in the business of music publishing and controls the music publishing rights to certain Compositions (as defined in paragraph 1 below) which are contained in the music publishing catalogs listed on Schedule A, attached hereto and made a part hereof (hereinafter individually and collectively referred to as "Publisher"); and

WHEREAS, Licensee desires to obtain and Publisher desires to grant a license to arrange and record each Approved Composition (as defined below) to create and distribute EMI Ringtones (as defined below) whereby an end-user can receive a copy of the EMI Ringtone into a Wireless Device (as defined below) ("Licensee's Service"), solely in the manner provided herein and all in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. Definitions

As used in this Agreement, the following terms will have the meanings set forth below:

(a) "Additional Website" means a website or wapsite, proprietary to Licensee or to a third party, from which Licensee proposes to allow EMI Ringtones to be digitally transmitted. For each Additional Website, Licensee shall prepare and submit two (2) copies of an executed written Addendum (in the form set forth in Schedule C), which shall list the requested Additional Website(s). Licensee will reasonably cooperate with Publisher to respond to any of Publisher's requests for additional information regarding a requested Additional Website, including without limitation, verification of the nature of business conducted on said Additional Website, and information related to the accounting and reporting procedures in place between Licensee and the proprietor of an Additional Website. If Publisher approves said Additional Website(s), it shall counter-execute said Addendum and send a copy to Licensee, and the Additional Website(s) listed thereupon shall be deemed approved by Publisher ("Approved Additional Website(s)").

(b) "Composition" means a musical composition which is owned and/or controlled by Publisher, and which is made available to Licensee hereunder subject to the terms and conditions set forth in this Agreement and to any restrictions thereon imposed by Publisher or by the Songwriter Agreements (as defined below), and which shall be subject to Publisher's final approval, for use in the creation and distribution of EMI Ringtones; provided that with respect to any Composition which may be controlled by Publisher only in part, the term "Composition" shall refer only to that proportion of the musical composition controlled by Publisher. "Approved Composition" means a Composition which has been cleared and/or approved by Publisher for use by Licensee, as evidenced by its inclusion on the attached Schedule B, which may be amended from time to time, or by Publisher's execution of an applicable Addendum as further described in paragraph 2(b) below (in the form set forth in Schedule D).

(c) "Copy," means a digital transmission(s) or electronic distribution(s) of a single Approved Composition contained in an EMI Ringtone to an end-user.

(d) "Copies Sold" and "sales" mean one hundred (100%) percent of those Copies digitally transmitted or otherwise electronically distributed to end-users (including without limitation to said an end-user's Wireless Device).

(e) "Dollars" and "Cents" mean United States Dollars and Cents.

(f) "EMI Ringtone" means a Ringtone (as defined below), that features the digital transmission of an Approved Composition, the length of which shall not exceed thirty (30) consecutive seconds, solely in connection with Licensee's Service and in accordance with the terms and conditions of this Agreement.

(g) "Network" means the Website (as defined below) and Approved Additional Websites (as defined above) on which EMI Ringtones will be made available to end-users, as served from and through the Server (as defined below), via a range of service channels including Internet, cable, satellite, web, WAP, SMS, or cellular transmission, provided Licensee at all times shall institute security measures with respect to all aspects of the Network and operating systems, that (i) are designed to ensure that an EMI Ringtone cannot be copied, played, distributed, transmitted or exploited in any way beyond the Wireless Device initially receiving said EMI Ringtone; (ii) are designed to prevent unauthorized reproduction and distribution of an EMI Ringtone; and (iii) are sufficient to track and enforce the use limitations contemplated by this Agreement; and (iv) meet or exceed current industry standards as they exist from time to time for the licensed delivery of music via digital transmission and its reproduction on devices.

(h) "Person" means any individual, corporation, partnership, association or other organized group or combination of any or all of the foregoing, and their legal successors or representatives.

(i) "Ringtone" means an electronic code which resides in an end-user's Wireless Device and causes a predetermined audio-only instrumental melodic sequence of a musical composition to be played for the sole purpose of announcing an incoming telephone call to or message on such Wireless Device, without any further distribution or transmission of such musical composition. For the avoidance of doubt, "Ringtone" shall not include (and this Agreement shall not be deemed to grant Licensee any rights to use Compositions in or as), inter alia, Ringbacks or Ringback tones (as defined below).

(j) "Ringbacks" or "Ringback tones" means the distribution or transmission of a musical composition to a Wireless Device or telephone for the purpose of notifying a caller that the call recipient is being alerted to the incoming call.

(k) "Server" means Licensee's proprietary Internet server which shall be located within the Territory, on which templates of the EMI Ringtones licensed hereunder will exclusively reside, and from which the EMI Ringtones will be digitally transmitted or distributed to end-users through the Network. For purposes of clarification, no EMI Ringtone shall be offered for sale through the Website or through an Approved Additional Website and permanently stored in an end-user's Wireless Device without first being transmitted from and through the Server.

(l) "Songwriter Agreement(s)" shall mean those agreements pursuant to which Publisher has acquired rights with respect to any Composition.

(m) "Website" means Licensee's proprietary website or wapsite on the Internet having a URL of http://www.mobilelifestyles.com.

(n) "Wireless Device" means a mobile telephone or a hybrid handheld wireless device that incorporates the telephony or messaging function of a mobile telephone and that operates on a wireless communications network regulated by the U.S. Federal Communications Commission in accordance with its rules and regulations governing commercial mobile radio services.

(o) Each other expression used herein, unless herein separately defined, shall have the meaning commonly understood in the music publishing industry.

2. Supply of Compositions

(a) Publisher has cleared and/or approved the usage of the Compositions listed on the attached Schedule B, which may be amended from time to time during the Term, for the creation and distribution of EMI Ringtones, and such Compositions are hereby deemed "Approved Compositions." For clarity, Publisher may send Licensee a revised Schedule B from time to time during the Term, which Schedule B shall comprise the current list of "Approved Compositions", as of the date sent. Publisher will use best efforts to clearly indicate for Licensee any additions, deletions and/or corrections to the list of Approved Compositions comprising Schedule B.

(b) Following the execution of this Agreement and throughout the Term, Licensee may seek clearance of additional Compositions for use in the creation and distribution of EMI Ringtones that do not appear on Schedule B. In such event, Licensee shall notify Publisher of said requested Compositions. If Publisher agrees to clear such requested Composition(s), it shall so advise Licensee who shall then prepare and submit two (2) copies of a written Addendum in the form set forth on the attached Schedule D. Said Addendum shall be executed by Licensee and forwarded to Publisher. When fully executed, the Addendum shall be considered an amendment to this Agreement, subject to all the terms and conditions herein set forth, and the Compositions set forth therein shall be deemed "Approved Compositions".

(c) Publisher reserves the right to prevent any Composition from becoming an Approved Composition. For example, but without limitation, as of the date hereof, Compositions written in whole or in part by Tracy Chapman, John Lennon, Jeff Lynne, James Taylor, and Stevie Wonder, and the members of the recording artists known as Aerosmith, Foo Fighters, Nirvana, Red Hot Chili Peppers, Tool, the Mars Volta, A Perfect Circle and Savage Garden are not available; and the Compositions "You've Got A Friend" (King) and "Izzo" (Perren / Mizell / Gordy / Lussier / Carter / West) are not and shall not become Approved Compositions.

(d) Notwithstanding anything to the contrary contained in this Agreement, Licensee shall remove any EMI Ringtones from the Network within seven (7) business days from its receipt of a notice from Publisher requesting such removal.

3. Grant of Rights

(a) Subject to the terms, conditions and limitations herein set forth, to the complete execution of this Agreement, and to the payment of the applicable royalties and fees for the rights granted herein, Publisher hereby grants to Licensee the following non-exclusive, limited rights during the Term and in the Territory:

(i) To arrange and record, at Licensee's sole expense, up to thirty (30) consecutive seconds of an Approved Composition for use solely in connection with the creation of an EMI Ringtone; provided that: (A) no EMI Ringtone shall contain more than one (1) Approved Composition; (B) in no event shall any arrangement change the basic melody or fundamental character of the such Approved Composition; and (C) all such arrangements be subject to the provisions of paragraph 11 below;

(ii) To create a template or server copy of each EMI Ringtone, which shall be "uploaded" to and reside on the Server for the sole and exclusive purpose of transmitting or distributing EMI Ringtones to end-users;

(iii) To sell Copies of EMI Ringtones, on and through the Network, by which an end-user can purchase a copy of the EMI Ringtone such that the EMI Ringtone may be embedded in his or her Wireless Device (it being understood that temporary, transient, non-permanent copies of the EMI Ringtones incidental to said transmission may be created on the Network, provided (A) no permanent copies of the EMI Ringtones are stored or cached on the Network except on the Server or on an end user's Wireless Device and (B) if a security breach in the Network arises, Licensee shall immediately comply with any Publisher request to block access or remove from the Server any EMI Ringtone so affected); and

(iv) Subject to Licensee securing all necessary public performance licenses (as described in paragraph 8 below), to "stream" up to thirty (30) consecutive seconds of an EMI Ringtone (and the Approved Composition embedded therein) in a digital audio transmission for the sole purpose of demonstrating or auditioning said Ringtone to facilitate its sale, in digital, computer readable or other form, on the Network, provided that said streamed EMI Ringtone (and the Approved Composition embedded therein) cannot and shall not be offered or provided in or as a separate downloadable file.

(b) (i) This Agreement does not authorize or permit any use of any Approved Composition not specifically authorized herein. If any such use is made or permitted by Licensee, this Agreement shall immediately terminate.

(ii) Publisher does not hereby grant a license or otherwise authorize Licensee in any way whatsoever to use any current or future trademarks, service marks, design marks or trade names associated with Publisher (the "EMI Marks"), on or in conjunction with the Network. Licensee may only use the EMI Marks upon prior written approval from Publisher.

(c) Prior to exercising its rights in any EMI Ringtone, in the event an Approved Composition embodied therein is controlled less than one hundred (100%) percent by Publisher, Licensee shall ensure it has secured a license for the remaining percentage from the applicable co-publisher(s).

(d) Nothing contained herein shall grant Licensee the right to use any particular recording of an Approved Composition.

4. Territory

The "Territory" covered during the Term (as defined below) of this Agreement shall be the United States.

5. Term

(a) The "Term" of this Agreement shall be one (1) year, commencing on the Effective Date and terminating October 31, 2005 (the "Expiration Date"). Licensee shall notify Publisher when an EMI Ringtone is first made available for purchase.

(b) Notwithstanding the foregoing:

(i) All rights granted to Licensee herein and pursuant to the Addenda shall expire as of the Expiration Date.

(ii) EMI may terminate the entire grant of rights contained in this Agreement and/or the grant of rights with respect to a particular Website or Additional Approved Website, at any time for any reason upon thirty (30) days prior written notice to Licensee. Promptly thereafter, Licensee shall furnish Publisher with a written confirmation that it has performed any/all takedowns of EMI Ringtones from the Server necessary to comply with the applicable termination of rights by Publisher.

6. Advance / Royalties

(a) As used herein, "Publisher's Prorata Share" shall mean that proportion of Publisher's ownership of the applicable Composition, as set forth on the Addendum.

(b) In consideration of the rights granted hereunder, upon execution of the Agreement Licensee shall pay to Publisher the sum of TEN THOUSAND ($10,000.00) Dollars, as a non-returnable advance, recoupable solely from royalties otherwise payable pursuant to paragraphs (c)(i-iv) below ("Advance").

(c) (i) Pursuant to the terms and conditions of paragraph 7 below, Licensee shall pay Publisher a royalty equal to Publisher's Prorata Share of THIRTEEN (13%) percent of the retail selling price of each Copy Sold; with a minimum royalty of THIRTEEN ($0.13) Cents for each Copy Sold.

(ii) In the event a recurring fee is charged an end user to retain a Copy, said charge shall be deemed a royalty-bearing event. For clarity, Licensee shall pay Publisher the applicable royalty pertaining to any Copy each time a recurring payment is made to retain said Copy (or to access an EMI Ringtone embodied therein) on an end user's Wireless Device. For purposes of calculating the royalty payable, if applicable, the recurring fee shall be deemed to be the original retail selling price and each time the Copy is thereby retained shall be considered a new Copy Sold.

(iii) In the event a Copy is made to time-out on a Wireless Device and one is made to re-download or otherwise re-acquire said EMI Ringtone for reasons other than technical failure, said event shall be deemed a royalty-bearing event. For clarity, and notwithstanding the previous sentence, Licensee shall pay Publisher the applicable royalty pertaining to each Copy Sold, irrespective of whether the recipient had previously acquired the same EMI Ringtone embodied in such Copy Sold.

(iv) In the event a Copy is offered in a form other than individually (e.g., said EMI Ringtone is made available as part of a bundle or package of wireless content applications), the royalty due in connection with such Copy shall be Publisher's Pro Rata Share of the greater of: (A) THIRTEEN (13%) percent of a fraction whose numerator equals the bundle's sale price and whose denominator equals the number of royalty-bearing content applications, or (B) the minimum royalty for each Copy Sold set forth paragraph 6(c)(i) above. . By way of example, if Licensee charges $10 for a bundle of eight (8) royalty-bearing content applications (one of which is a Copy), then the royalty applicable to said Copy Sold shall be Publisher's Pro Rata Share of $0.1625, i.e. 13% of ($10 ÷ 8).

(d) In the event an Approved Composition is controlled less than one hundred (100%) percent by Publisher or if the Songwriter Agreements require direct payments to certain third parties, upon Publisher's request, Licensee shall make direct payments to such applicable co-publishers or other third parties.

(e) In the event Licensee agrees to (or has agreed to) pay to a co-publisher of an Approved Composition, or to the publisher of any musical composition, to be included in any Ringtone, compensation or consideration in excess of the compensation or consideration to be paid to Publisher hereunder (collectively, "Excess Compensation"), then effective as of the date of such agreement, Licensee shall immediately pay to Publisher an amount equal to such Excess Compensation and this Agreement shall be deemed amended effective as of the date of such agreement to include the more favorable compensation provision. In the event the Approved Composition is not entirely controlled by Publisher, the Excess Compensation shall be based upon and shall reflect Publisher's Pro Rata Share. Upon request, Licensee shall supply to Publisher copies of all agreements between Licensee and music publishers by which rights are granted for the use of any musical compositions (including Approved Compositions) in Ringtones.

7. Accounting

(a) Together with the payment of all applicable sums due Publisher pursuant to paragraph 6(c) above, Licensee shall render Publisher accounting statements on a quarterly basis, (which shall be provided electronically, along with a hard paper copy), indicating, on a country-by-country, EMI Ringtone-by-EMI Ringtone (including the title, writers' name(s), and applicable Publisher-supplied EMI song code for each Approved Composition), and Website-by-Website (i.e. statements to include both the Website and all Approved Additional Websites) basis, the number of Copies Sold or otherwise distributed and/or digitally delivered in each country of the Territory, within forty-five (45) days following the last day of each calendar quarter during which such rights are granted herein, whether or not Licensee sold or otherwise distributed Copies within such quarterly period. In addition, the accounting statement shall indicate, with respect to each Copy Sold, the retail selling price therefor, whether said Copy Sold was the result of a first-time transmission or a repeat transmission/recurring charge, and any other information necessary to determine how the applicable royalty for each Copy Sold was calculated.

(b) In addition to providing quarterly accounting statements, Licensee shall, within ninety (90) days of the Effective Date, provide Publisher, upon request, with online, real-time access to the Server in order to permit the accurate identification, tracking and verification of copies of all EMI Ringtones, and any other data item to be enumerated on accounting statements pursuant to subparagraph (a) above.

(c) Licensee agrees to keep and maintain true and accurate records and books of account in connection with the sale of Copies and all transactions related thereto or otherwise contemplated under this Agreement, and shall retain all such records and books for a period of not less than four (4) years following the termination of this Agreement. Publisher, by its designated representative, shall have the right, upon reasonable written notice, and during normal office hours, to examine the books and records of Licensee, at Licensee's regular place of business where the books and records are maintained, as the same pertain to the subject matter of this Agreement and to make copies and extracts thereof. Licensee shall cooperate with Publisher's representative to assist them in understanding all such material. If, as a result of any audit, it is determined that Licensee has understated the royalties due to Publisher, Licensee shall immediately pay to Publisher the amount of such underpayment. If, as a result of any audit, it is determined that Licensee has understated the royalties due to Publisher by ten (10%) percent or more, Licensee shall pay to Publisher the amount by which royalties have been understated and shall reimburse Publisher for the cost of the audit.

(d) All checks shall be in United States Dollars, shall be made payable to EMI Music Publishing and unless Publisher notifies otherwise, shall be sent to the attention of Hillary Kahn, Music Services, Licensing Department at the address indicated in paragraph 15 below. All accountings and payments must be received by Publisher on the date such payment and statement are due, according to the terms of this Agreement, time being of the essence hereof. No payments shall be diminished or reduced in any manner for any reason, including without limitation, any withholdings, currency restrictions, exchanges or taxes. Upon written request, Publisher shall provide Licensee with a current W-9 form for each music publishing catalog receiving payment.

(e) It is understood and agreed that there shall be no "free" or "bonus goods" of the EMI Ringtones, as such term is understood in the industry, i.e., all Copies Sold, distributed, transmitted, or delivered, regardless of price, shall bear a full royalty hereunder.

(f) Without limiting Publisher's rights and remedies hereunder, at law or in equity: (i) past-due payments are subject to and to be accompanied by payment of interest thereon at the prime rate as established on the due date by The Bank of New York plus two (2%) percent compounded daily and computed from the date(s) upon which each such payment(s) first became due until the date(s) upon which each such payment(s) is remitted to Publisher; and (ii) Licensee shall reimburse Publisher, within five (5) days from receipt of its invoice, for Publisher's reasonable attorney's fees and costs arising out of the occurrence of any Default Event (as defined in paragraph 14), including, without limitation, any failure by Licensee timely to render statements and account to Publisher with respect to royalties which accrue to Publisher in connection with Licensee's exploitation of its rights pursuant to the applicable provisions hereof.

8. No Performance Right Grant

(a) No right of public performance is granted under this Agreement, such right being licensed by the American Society of Composers, Authors and Publishers ("ASCAP") and Broadcast Music Inc. ("BMI"), as applicable.

(b) Any public performance of an Approved Composition as embodied in an EMI Ringtone, including without limitation pursuant to paragraph 3(a)(iv) above, not otherwise licensed by ASCAP and/or BMI, as applicable, shall be licensed by Licensee from Publisher or from Publisher's authorized agent. If said license is to be secured from Publisher, Publisher agrees to negotiate in good faith and the issuance of such license shall be in accordance with the customary industry practices and fees.

9. Restrictions and Reservations of Rights

(a) This Agreement does not authorize or permit any use of a Composition not expressly set forth herein and does not include the right to alter the fundamental character of the music of an Composition, and, specifically, the terms of this Agreement are limited to the use of each Approved Composition only as originally fixed in the EMI Ringtone. Publisher reserves all rights not expressly granted to Licensee hereunder. All rights granted hereunder are granted on a non-exclusive basis.

(b) No Composition may be used in a dramatic fashion, as such term is understood in the industry, or in any manner which could be considered in bad taste or offensive; i.e. each Approved Composition shall be used with regard to social convention and decency so as not to bring such Composition, the composers thereof, or Publisher into public disrepute or reflect adversely on the Composition, the composers thereof, or Publisher. No individual Composition may be used in connection with any product, any service, or in the branding, marketing, advertising or promotion of any product, service or event.

(c) Without limiting the force and effect of the foregoing, and without intending to provide an exhaustive list of prohibitive acts, this Agreement does not include the rights to: (i) rent or lease an EMI Ringtone; (ii) sell or otherwise distribute EMI Ringtones except for the personal use of individual Wireless Device owners; (iii) parody the music or lyrics of an Approved Composition; (iv) make, sell or distribute phonorecords of an Approved Composition; (v) utilize a sound recording and/or audiovisual master(s) not owned or separately licensed by Licensee; (vi) synchronize (or authorize others to synchronize) any Approved Compositions with visual images or events or include any Approved Composition in any audio-visual work, including without limitation in commercials or games; (vii) use the title of an Approved Composition except for factual and/or descriptive purposes for identifying the EMI Ringtones available to for purchase; (viii) use any Composition that is not a Approved Composition in any way; or (ix) use an Approved Composition on any broadcast/cablecast or on-line services (whether viewable in real time or downloadable) not specifically enumerated in this Agreement, or on any interactive program, platform, media or storage device, or any promotional use not specifically enumerated herein. Any occurrence of the above-noted items by Licensee or authorized by Licensee shall render all aspects of the Agreement immediately null and void and this Agreement shall terminate.

(d) Except for listing on the Network the composers' names for factual and/or descriptive purposes for identifying the EMI Ringtones available for purchase, no right whatsoever is being granted hereunder to use or authorize other Persons to use the names (including any professional names, previously, now or hereafter used), facsimile signatures, voices, likenesses or biographical material of, concerning, or regarding any of the composers of a Composition for any purpose whatsoever, including, without limitation, for purposes of exploitation of an EMI Ringtone on the Network. In no event shall a name of a composer of a Composition be featured more or less prominently than any other composer's name.

10. Warranties and Representations/Indemnity

(a) Publisher warrants only that it has the legal right, power and authority to grant this license and this license is given and accepted without any other warranty or recourse. Publisher hereby agrees to indemnify and hold harmless Licensee and its respective officers, directors, agents, and employees (hereinafter, the "Indemnitees") from and against any and all liabilities, damages, costs, charges, recoveries, judgments, penalties, expenses or losses of whatsoever kind or nature, actually incurred by the Indemnitees (including reasonable attorneys' fees and disbursements) which may be obtained against, imposed upon or suffered by the Indemnitees or any of them, by reason of any breach by Publisher of any of its warranties or representations hereunder. In no event shall the total liability of Publisher in connection with the rights granted for each Approved Composition licensed hereunder exceed the consideration received by Publisher in connection with the licensing of said Approved Composition. Licensee will give Publisher prompt notice of any claim and Publisher will have the right to assume the defense thereof at Publisher's expense.

(b) Licensee represents and warrants that:

(i) there are no actions, suits, proceedings, agreements or other impediments, actual or threatened, which would prevent or impair it from performing its duties and obligations hereunder; and

(ii) it is fully empowered to enter into this Agreement and to perform its duties and obligations hereunder, that it is and shall at all times remain possessed of all rights necessary for it to completely fulfill all of its material obligations hereunder, and that its entering into this Agreement and fulfilling such obligations (including but not limited to maintenance of the Network) does not and shall not infringe upon the rights of any Person whatsoever.

(c) Licensee further represents and warrants that it shall obtain or secure (and maintain during the Term) all necessary and required licenses concerning:

(i) intellectual properties furnished or selected by Licensee and contained in any materials used in connection with the marketing, sale or distribution of Ringtones as authorized hereunder, including without limitation name and likeness rights, and that said materials shall not violate or infringe upon the rights of any third party, including without limitation intellectual property rights and/or rights of privacy and publicity; and

(ii) intellectual properties furnished or selected by Licensee and contained in an EMI Ringtone not licensed hereunder including that portion of the music publishing rights in and to each Approved Composition not controlled by Publisher; and that said materials shall not violate or infringe upon the rights of any third party, including without limitation intellectual property rights and/or rights of privacy and publicity.

(d) Licensee agrees to fully indemnify Publisher and hold Publisher (and its officers, directors, and employees) harmless of and from any and all liabilities, claims, causes of actions, damages, interest, charges, recoveries, judgments, penalties, expenses or losses of whatsoever kind of nature, (including without limitation, legal expenses and counsel fees and disbursements) of any kind whatsoever which may be occasioned, suffered or incurred by Publisher, either directly or indirectly, in whole or in part, resulting from or in connection with any breach or threatened breach by Licensee of any of the terms, covenants, representations and warranties contained herein, and/or any claim by any Person inconsistent with any of the representations, warranties and covenants hereunder. In addition, Licensee will reimburse Publisher on demand for any payment made at any time after the date hereof for any liability or claim to which this clause relates that has resulted in a judgment against Publisher or which has been settled with the written consent of Licensee (which consent shall not unreasonably be withheld). Publisher will give Licensee prompt notice of any claim and Licensee will have the right to assume the defense thereof at Licensee's expense.

11. Arrangements/Copies

(a) Any arrangement(s) which Licensee shall cause to be made of an Approved Composition in the creation of an EMI Ringtone shall be made at Licensee's own expense and shall be created only as the result of employment-for-hire, and such arrangement shall be "Work Made For Hire" as such term is used in the United States Copyright Law. Licensee hereby sells, assigns and transfers any such arrangement to Publisher and the worldwide copyright and renewals and extensions of copyright therein. The arranger shall not be entitled to authorship credit or status as a collaborator or any remuneration by way of royalty or otherwise from the authors of such Approved Composition or from Publisher or any of Publisher's designated agents. No arrangement shall change the basic melody of any Approved Composition.

(b) Licensee shall enable Publisher freely and without charge or expense to receive Copies of EMI Ringtones to ensure Licensee's adherence with and to the terms and conditions of this Agreement.

12. Ownership

Except as expressly permitted in this Agreement, Licensee shall not at any time, directly or indirectly, license, transfer, assign, sell or otherwise dispose of, pledge, mortgage or in any way encumber any Composition or any interest of any kind therein, and/or any right or license granted hereunder and any such purported license, transfer, assignment, sale, disposal, pledge, mortgage or encumbrance shall be void and of no effect.

13. No Partnership

Nothing herein contained shall create any association, partnership, joint venture or relationship of principal and agent between the parties hereto; it being understood that the parties hereto are, with respect to each other, independent contractors, and neither party shall have any authority to bind the other or the other's representatives in any way and shall not hold itself out to any Person as having authority.

14. Event of Default/Cure

(a) As used herein, the term "Event of Default" shall mean any of the following events: (i) Licensee's failure or inability to fulfill any of its material obligations hereunder for any reason; (ii) Licensee's dissolution or the liquidation of any substantial portion of its assets; (iii) the filing by or against Licensee of a petition for liquidation or reorganization or the commencement of an action against it under any applicable bankruptcy or insolvency legislation as now or hereafter in effect or under any similar statute relating to liquidation or reorganization or Licensee's consenting to any of the foregoing; (iv) the appointment of a trustee, receiver, custodian or similar appointee for Licensee or for any of its property or Licensee consenting to any such appointment; (v) Licensee's making of an assignment for the benefit of creditors; (vi) Licensee becoming insolvent; or (vii) any action by Licensee which jeopardizes any material right or remedy of Publisher hereunder.

(b) Without limiting or affecting the rights or remedies which Publisher may have under this Agreement or at law or equity, with respect to Licensee's obligations under this Agreement, it is agreed that if an Event of Default occurs or in the event of a breach on the part of Licensee, Publisher will notify Licensee in writing of such default or breach and Licensee shall have ten (10) business days from receipt of such notice in which to cure such Event of Default or breach. If such breach or Event of Defaults is not curable or if not cured within said ten (10) business day period, this Agreement shall automatically terminate; provided, however, that with respect to the payment of any monies whatsoever, this Agreement shall automatically terminate if such particular breach is not remedied within five (5) business days from the date of the notice, and Publisher, in the event of an automatic termination under this paragraph and without prejudice to any other rights and remedies, shall have rights and remedies for copyright infringement, including injunctive relief.

(c) The termination of this Agreement pursuant to this paragraph shall render the further exploitation of an EMI Ringtone actionable as an act of copyright infringement fully subject to the remedies provided by the Copyright Act, Title 17, of the United States Code, together with other legal and equitable remedies available to Publisher.

15. Notices

Any and all notices, consents, approvals, demands, other communications and payments hereunder shall be hand delivered or sent by certified mail, return receipt requested, at the address below (or at such other address hereafter designated by either party in writing) as follows:

To Publisher: EMI Music Publishing
810 Seventh Avenue
New York, New York 10019
Attention: Hillary Kahn

To Licensee: Mobile Lifestyles, Inc.
1427 East Penrose Drive
Salt Lake City, Utah 84103
Attention: Jonathan Slager

Any notice shall be deemed complete when the same (containing whatever information may be required hereunder) is deposited in any mail box properly addressed and sent as aforesaid, except that: (a) all materials personally delivered shall be deemed served when actually received by the party to whom addressed; (b) air express materials shall be deemed served on the day of delivery to the air express company; (c) notices of change of address shall be effective only from the date of receipt; and (d) royalty statements may be sent by regular mail and shall be deemed rendered when actually received by Publisher.

16. Governing Law

This Agreement has been entered into and delivered in the State of New York and the validity, interpretation and legal effect of this Agreement shall be governed by and construed in accordance with the internal laws of the State of New York applicable to contracts entered into and performed entirely within the State of New York. Only the New York courts (state and federal) will have jurisdiction over any controversies regarding this Agreement, and the transactions contemplated by this Agreement; any action or other proceeding which involves such a controversy will be brought in those courts, in New York County, and not elsewhere. Licensee hereby irrevocably submits to the jurisdiction of the New York courts (state and federal) in any such action or proceeding and irrevocably waives any right to contest the jurisdiction (in rem or in personam) or power or decision of that court within or without the United States other than appropriate appellate courts having jurisdiction over appeals from such court(s). Licensee also irrevocably waives any defense of inconvenient forum to the maintenance of any such action or proceeding. Any process in any action or proceeding may, among other methods, be served upon Licensee by delivering or mailing it in accordance with paragraph 15. Any such delivery or mail service shall be deemed to have the same force and effect as personal service within the State of New York.

17. Assignment; Change of Control

This Agreement, and the rights, opportunities and obligations created pursuant to this Agreement, are not assignable or transferable in any manner by Licensee, nor shall Licensee sublicense or delegate any of its rights or obligations without the prior written consent of Publisher, not to be unreasonably withheld. EMI (and each Publisher) may assign this Agreement and any of its rights hereunder in whole or in part to any Person which controls, which is controlled by, or which is under common control with, EMI and/or each such Publisher or which is in partnership with EMI and/or each such Publisher; and/or to any parent, affiliated or subsidiary company or corporation, or to a Person owning, or acquiring, all or a substantial part of EMI and/or each such Publisher's stock and/or assets or with whom EMI and/or each such Publisher may merge or be merged, in which case Licensee shall not be released from its obligations hereunder.

18. **Confidentiality; Publicity**

Licensee and EMI agree that all information with respect to this agreement, whether furnished by EMI to Licensee or otherwise acquired by Licensee in the course of business with EMI, shall be kept confidential. Such information shall not be disclosed at any time to any Person except to the extent required by an order of a court or other tribunal having jurisdiction or pursuant to rules and regulations of a governmental body. Notwithstanding the foregoing, the parties acknowledge and agree that in certain situations, such as where copublishers of an Approved Composition, publishers of other compositions and/or master owners require a favored nations provision, the information contained in this Agreement may have to be divulged with respect to monies payable and rights granted. Licensee and EMI may not use the other party's name in news releases, articles, brochures and marketing and/or promotional materials, without the other party's prior written approval.

19. **Entire Agreement**

(a) This Agreement sets forth the entire understanding between the parties hereto with respect to the subject matter hereof, and merges and extinguishes all prior understandings, negotiations, and agreements. No amendment to or modification, waiver, termination, or discharge of this Agreement or of any provision hereof shall be binding unless confirmed by a written instrument duly executed by the party to be charged therewith. Any process in any action, suit, or proceeding arising out of or relating to this Agreement may, among other methods, be served upon the applicable party by delivering it or mailing it in accordance with paragraph 15 above. No waiver of any provision of or default under this Agreement shall affect the right of either party thereafter to enforce such provision or to exercise any right or remedy in the event of any other default, whether or not similar.

(b) If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not essential to the intended operation of this Agreement.

20. **Miscellaneous**

This Agreement is being entered into on an experimental and non-prejudicial basis, shall apply for the Term hereof only, and shall not be binding upon or prejudicial to any position taken by Publisher or Licensee for any period subsequent to the Term of this Agreement. The captions of paragraphs contained in this Agreement are for reference only and are not to be construed in any way as a part of the Agreement. This Agreement shall not become effective until executed by all proposed parties hereto.

IN WITNESS WHEREOF, the parties have caused the foregoing to be executed as of the date first above written.

EMI Music Publishing

By: _____
An authorized signatory

Mobile Lifestyles, Inc.

By: _____
An authorized signatory

SCHEDULE A

(List of Publishing Catalogs)

AVON GATE MUSIC INC. (BMI)
BARHAM BOULEVARD MUSIC, INC. (BMI)
BEECHWOOD MUSIC CORP. (BMI)
BURBANK PLAZA MUSIC, INC. (ASCAP)
CARWIN MUSIC INC. (ASCAP)
COLGEMS-EMI MUSIC INC. (ASCAP)
COMBINE MUSIC CORP. (BMI)
EMI AFFILIATED CATALOG INC. (BMI)
EMI AL GALLICO MUSIC CORP. (BMI)
EMI ALGEE MUSIC CORP. (BMI)
EMI APRIL MUSIC INC. (ASCAP)
EMI BELFAST MUSIC, INC. (BMI)
EMI BMPC CORP. (ASCAP)
EMI BLACKWOOD MUSIC INC. (BMI)
EMI BRILLIG MUSIC, INC. (ASCAP)
EMI DUCE MUSIC, INC. (ASCAP)
EMI EASY LISTENING MUSIC CORP. (ASCAP)
EMI FEIST CATALOG INC. (ASCAP)
EMI FULL KEEL MUSIC (ASCAP)
EMI GOLD HORIZON MUSIC CORP. (BMI)
EMI GOLDEN TORCH MUSIC CORP. (ASCAP)
EMI GROVE PARK MUSIC, INC. (BMI)
EMI HASTINGS CATALOG INC. (BMI)
EMI INTERTRAX MUSIC INC. (BMI)
EMI JEMAXAL MUSIC INC. (ASCAP)
EMI LONGITUDE MUSIC (BMI)
EMI MILLER CATALOG INC. (ASCAP)
EMI MILLS MUSIC, INC. (ASCAP)
EMI MOGULL, INC. (ASCAP)
EMI NORBUD MUSIC, INC. (BMI)
EMI NTM HOLDINGS, INC. (ASCAP)
EMI PST HOLDINGS, INC. (ASCAP)
EMI ROBBINS CATALOG INC. (ASCAP)
EMI SOSAHA MUSIC INC. (BMI)
EMI SLITHY SONGS, INC. (BMI)
EMI TSM HOLDINGS, INC. (BMI)
EMI U CATALOG INC. (ASCAP)
EMI UNART CATALOG INC. (BMI)
EMI VARIETY CATALOG INC. (ASCAP)
EMI VINE MUSIC, INC. (BMI)
EMI VIRGIN MUSIC, INC. (ASCAP)
EMI VIRGIN SONGS, INC. (BMI)
EMI WATERFORD MUSIC, INC. (ASCAP)
EMI WORLDTRAX MUSIC INC. (ASCAP)
FORAY MUSIC (SESAC)
GLENWOOD MUSIC CORP. (ASCAP)
JOBETE MUSIC CO., INC. (ASCAP)
NEW TANDEM MUSIC, INC. (ASCAP)
SCREEN GEMS-EMI MUSIC INC. (BMI)
STONE DIAMOND MUSIC CORPORATION (BMI)
TRIPLE STAR MUSIC, INC. (BMI)

SCHEDULE B

(List of Approved Compositions)

SCHEDULE C

to the Agreement dated December 6, 2004 by and between
EMI Music Publishing and Mobile Lifestyles, Inc. (pursuant to paragraph 1(a))

ADDENDUM OF RIGHTS

ADDENDUM to the Agreement dated December 6, 2004, by and between EMI Music Publishing and Mobile Lifestyles, Inc. (the "Agreement"), to be effective as of the date hereof, to make the following Additional Website(s) constitute Approved Additional Website(s), and thus part of the Network.

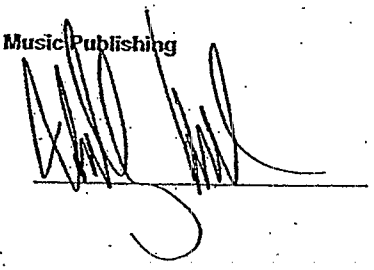
1. The URL of the proposed Additional Website(s) covered by this Addendum, and the date on which EMI Ringtones will first be offered thereon, is/are:

   http://www.[ ] / DATE:

2. All terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused the foregoing ADDENDUM to be executed as of this _____ day of _____, 200_.

EMI Music Publishing

By: 

Mobile Lifestyles, Inc.

By:

SCHEDULE D

to the Agreement dated December 6, 2004, by and between
EMI Music Publishing and Mobile Lifestyles, Inc. (pursuant to paragraph 2(b))

ADDENDUM OF RIGHTS

ADDENDUM to the Agreement dated December 6, 2004 by and between EMI Music Publishing and Mobile Lifestyles, Inc. (the "Agreement"), to be effective as of the date hereof covering the use of the Compositions listed below:

1. The Composition(s) subject to this Addendum is/are:

   ["TITLE"] composed by ["WRITER(S)" (%)].

2. The Territory shall be as per the Agreement, [excluding, in the case of the Composition entitled _____, the country(ies) of _____.]

3. All terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused the foregoing ADDENDUM to be executed as of this _____ day of _____, 200_.

[EMI PUBLISHER]

By: _____

Mobile Lifestyles, Inc.

By: _____

Ringback License

THIS AGREEMENT (the "Agreement") is made as of January 15, 2005 ("Effective Date"), by and between Mobile Streams, Inc., 720 Moorefield Park Drive, Suite 140, Richmond, VA 23236 ("Licensee"), and EMI Music Publishing ("EMI," "Publisher"), 810 Seventh Avenue, New York, New York 10019. All capitalized terms in this Agreement are defined in paragraph 1 below, unless otherwise indicated.

WHEREAS, EMI is actively engaged in the business of music publishing and controls the music publishing rights to certain Compositions which are contained in the music publishing catalogs listed on Schedule A, attached hereto and made a part hereof; and

WHEREAS, Licensee desires to obtain and Publisher desires to grant certain rights and licenses to arrange and record one or more Approved Composition(s) for the sole purpose of creating EMI Ringback(s) that may be Streamed to Callers in response to calls to applicable Subscribers, solely in the manner provided herein and in accordance with the terms and conditions of this Agreement;

WHEREAS, the parties hereto have entered into a so-called "Ringtone and Mastertone Agreement", which agreement, once fully executed shall remain valid separate and apart from this Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. **Definitions**

As used in this Agreement, the following terms will have the meanings set forth below:

(a) "Caller" means an individual who attempts to contact a Subscriber's Wireless Device or Telephone by means of either a Wireless Device or a Telephone.

(b) "Composition" means a musical composition which is owned and/or controlled in whole or in part by Publisher, and which is made available, in Publisher's discretion and subject to Publisher's written approval, to Licensee subject to the terms and conditions set forth in this Agreement and subject to any restrictions imposed by Publisher or by any Songwriter Agreements; provided that with respect to any Composition which is or may be owned or controlled by Publisher only in part, the term "Composition" shall refer only to that portion of the musical composition owned or controlled by Publisher. "Approved Composition" means a Composition which, pursuant to paragraph 2 below, has been approved by Publisher as an Approved Composition available for use by Licensee in accordance with the terms and conditions of this Agreement.

(c) "Copy" means each individual transmission of an EMI RBT to a Caller. For purposes of clarification, if a particular EMI RBT is transmitted to a Caller two (2) times, such transmissions shall be calculated, collectively, as two (2) Copies.

(d) "Dollars" and "Cents" mean United States Dollars and United States Cents, respectively.

(e) "EMI Ringback" or "EMI RBT" means an RBT that includes the digital transmission of all or any part of an Approved Composition; provided that the length of any EMI Ringback shall not exceed forty (40) consecutive seconds (*i.e.*, 0:40).

(f) "Network" means the proprietary hardware, software, and network systems located within the Territory that are owned and operated by Licensee (or, as applicable, a Sublicensee), on which the EMI RBTs shall be stored and from which the EMI RBTs shall be made available for purchase or license

by Subscribers and transmission to Callers in accordance with this Agreement. Licensee at all times shall, and shall cause any Sublicensee(s) to, institute security measures with respect to all aspects of their respective Network(s) that: (i) prevent any EMI RBT or any underlying Authorized Composition from being copied, played, distributed, transmitted, performed, used or exploited, in whole or in part, in any format or by any means other than in the format and by the means permitted by Publisher hereunder; (ii) prevent unauthorized reproduction and distribution of all EMI RBTs and any underlying Authorized Compositions; (iii) are sufficient, as determined by Publisher, to track and enforce the use limitations and other restrictions described in this Agreement; and (iv) meet or exceed current industry standards as they exist from time to time for the licensed delivery of music via digital transmission (including, without limitation, anti-virus, firewall, password, and anti-hacking protections). For purposes of clarification, no EMI RBT shall be Streamed, sold, broadcast, transmitted, or otherwise distributed by Licensee or any Sublicensee except through the Network of Licensee or such Sublicensee, as applicable.

(g) "Person" means any individual, corporation, partnership, association or other organized group or combination of any or all of the foregoing, and their legal successors or representatives.

(h) "Ringback" or "RBT" means the digital transmission of data comprising a predetermined audio-only melodic sequence of an Approved Composition to a Caller, for the purpose of notifying such Caller that the Subscriber who was the intended recipient of the applicable incoming call is being alerted to such incoming call, which melodic sequence may (i) embody a sound recording of a particular Approved Composition, or (ii) embody vocal and/or human instrumental performances of such Approved Composition. Licensee acknowledges and agrees that (A) any melodic sequence that is transmitted or performed pursuant to an RBT shall be stored only on Licensee's or an applicable Sublicensee's Network, and shall not be stored or storable on any Wireless Device or other device of Subscriber or Caller, and (B) "Ringback" and "RBT" shall not be deemed to include, and this Agreement shall not be deemed to grant any rights to use or otherwise exploit Compositions in or for purposes of, *inter alia*, Ringtones (as defined below).

(i) "Ringtone" means any data that resides or is stored in (whether temporarily or permanently), or which is transmitted to, a Wireless Device or Telephone, which data causes a predetermined melodic sequence of a musical composition (whether alone or in conjunction with other audio and/or visual materials) to be reproduced, performed, and/or played for purposes of announcing an incoming call, message, or other event or occurrence on such Wireless Device or Telephone. For the avoidance of doubt, Licensee acknowledges and agrees that Ringtones shall be deemed to include so-called "TruTones" (as that term is used in the industry, also known as "Master Tones" and "Ringtunes).

(j) "Service Provider" means a Person operating a wireless communications network regulated by the U.S. Federal Communications Commission in accordance with its rules and regulations governing commercial mobile radio services to provide wireless telecommunications and data services to owners of Wireless Devices.

(k) "Songwriter Agreement(s)" shall mean those agreements pursuant to which Publisher has acquired rights with respect to any Composition.

(l) "Stream(s)," "Streamed" or "Streaming" means a digital transmission of an EMI RBT to a Caller's Wireless Device or Telephone by means of Licensee's or Sublicensee's Network (as applicable) in response to a call placed by Caller to a Subscriber. Licensee acknowledges and agrees that no such transmission shall result in the creation of any copy, whether temporarily or permanently fixed or otherwise, of the EMI RBT or any data constituting the EMI RBT.

(m) "Sublicensee" means the Service Provider(s) approved by Publisher in its sole discretion. In the event Licensee desires Service Provider(s) to become a Sublicensee, Licensee shall complete, execute and submit to Publisher two (2) copies of an Addendum in the form set forth in Schedule E, and if Publisher returns to Licensee a counter-executed copy of the Addendum (which Publisher may elect to do

in its sole discretion), said Service Provider shall, subject to the terms and conditions of this Agreement, be deemed a Sublicensee for purposes hereof. Licensee shall reasonably cooperate with respect to Publisher's further inquiries concerning any additional Service Provider(s) proposed by Licensee, including, without limitation, the nature of business conducted by said Service Provider(s) and the accounting and reporting procedures in place between Licensee and said Service Provider(s).

(n) "Subscriber" means a Wireless Device or Telephone owner, user, or customer who legally procures from Licensee or any Sublicensee the transmission to a Caller(s) of an EMI RBT, for that period of time only during which such transmission right has been legally procured.

(o) "Term" has the meaning set forth in paragraph 5(a) below.

(p) "Territory" has the meaning set forth in paragraph 4 below.

(q) "Website" means a collection of interconnected hypertext markup language documents accessible at a single Universal Resource Locator ("URL") via the World Wide Web, owned and operated by the same Person or at the sole direction of such Person. "Approved Website(s)" means the Website(s) having the URL(s) http://advantagecell.ringtones.com, http://bluegrass.ringtones.com, http://bviwireless.ringtones.com, http://cellgames.ringtones.com, http://cellular1.ringtones.com, http://cell1amarillo.ringtones.com, http://centennialpr.ringtones.com, http://chippendales.ringtones.com, http://fadio.ringtones.com, http://cruze.ringtones.com, http://doritos.ringtones.com, http://elvis.ringtones.com, http://ivcel.ringtones.com, http://kaos.ringtones.com, http://mangafone.ringtones.com, http://radicaltones.ringtones.com, http://respectme.ringtones.com, http://www.ringtoneamerica.com, http://us.ringtones.com, http://ca.ringtones.com, http://scwireless.ringtones.com, http://thumb.ringtones.com, http://numerex1.ringtones.com, http://viaero.ringtones.com, http://vibe.ringtones.com and http://get.ringtones.com from which License (and Sublicensee) intends to advertise and market the sale of EMI RBTs. In the event Licensee desires an additional Website to become an Approved Website, Licensee shall complete, execute and submit to Publisher two (2) copies of an Addendum in the form set forth in Schedule C, and if Publisher returns to Licensee a counter-executed copy of the Addendum (which Publisher may elect to do in its sole discretion), said Website shall be deemed an Approved Website. Licensee shall reasonably cooperate with respect to Publisher's further inquiries concerning any additional Website(s) proposed by Licensee, including without limitation, the nature of business conducted on said Website(s) and by the Person(s) owning and operating or directing the operation of such Website(s), and the accounting and reporting procedures in place between Licensee and the Person(s) owning and operating or directing the operation of such Website(s).

(r) "Telephone" means a stationery (*i.e.*, "landline") telephone.

(s) "Wireless Device" means a mobile telephone or a hybrid handheld wireless device that incorporates the telephony or messaging function of a mobile telephone and that operates on a wireless communications network regulated by the U.S. Federal Communications Commission in accordance with its rules and regulations governing commercial mobile radio services. Wireless Devices do not include, without limitation, toys, or games.

(t) Each other expression used herein, unless herein separately defined, shall have the meaning commonly understood in the music publishing industry.

2. Supply of Compositions

(a) The Compositions listed on Schedule B hereto (hereby incorporated herein by this reference) as of the Effective Date are deemed to be Approved Compositions for purposes of this Agreement. From time to time during the Term, Schedule B may be amended by Publisher in its discretion, in which event Publisher shall provide Licensee with a written copy of such revised

Schedule B, and upon Licensee's receipt of such revised Schedule B, the Compositions listed on such revised Schedule B shall be deemed to be Approved Compositions for purposes of this Agreement (and to the extent that any Approved Compositions from an earlier version of Schedule B are not listed on such revised Schedule B, such Compositions shall no longer be deemed to be Approved Compositions for purposes of this Agreement). Publisher will use reasonable efforts to clearly indicate for Licensee any additions, deletions and/or corrections to the list of Compositions set forth in any revised Schedule B that is provided to Licensee.

(b) Following the execution of this Agreement and throughout the Term, Licensee may seek Publisher's approval of Compositions that do not appear on Schedule B for use as Approved Compositions for purposes of the creation and transmission of EMI RBTs. In such event, Licensee shall notify Publisher in writing of said requested Compositions. If Publisher agrees to consider the approval of such requested Composition(s), it shall provide written notice thereof to Licensee who shall complete, execute and submit to Publisher two (2) copies of an Addendum in the form set forth in Schedule D, and if Publisher returns to Licensee a counter-executed copy of the Addendum (which Publisher may elect to do in its sole discretion), the Compositions set forth in such Addendum shall be deemed Approved Compositions for purposes of this Agreement and the then-current version of Schedule B shall be deemed amended to include such Approved Compositions.

(c) Publisher reserves the right, in its sole discretion, to refuse to approve any Composition(s) for use as Approved Composition(s). For purposes of example, but without limitation, except as otherwise expressly provided by Publisher, as of the Effective Date and throughout the Term, Compositions written in whole or in part by Tracy Chapman, John Lennon, Jeff Lynne, James Taylor, and Stevie Wonder, and the members of the recording artists known as Aerosmith, Foo Fighters, Nirvana, Red Hot Chili Peppers, Tool, the Mars Volta, A Perfect Circle and Savage Garden, and the Composition "You've Got A Friend" (King) are not, and shall not become, Approved Compositions. Notwithstanding anything to the contrary contained in this Agreement, Publisher's Silva Screen master recordings and Compositions are hereby excluded in their entirety from this Agreement.

(d) Notwithstanding anything to the contrary contained in this Agreement, Licensee shall, and shall cause all Sublicensees to, remove any EMI RBT(s) from their respective Network(s) within seven (7) business days after Licensee's receipt of notice from Publisher requesting such removal, and as of the end of such seven (7) business day period, and thereafter throughout the Term, Licensee shall not Stream, sell, transmit, or otherwise use or exploit such EMI RBT(s), and shall not permit any Sublicensees or third parties to do any of the foregoing, for any purpose without Publisher's prior written consent.

3. Grant of Rights.

(a) License Grant to Licensee. Subject to the terms and conditions of this Agreement and provided that Licensee has fully complied with such terms and conditions, Publisher hereby grants to Licensee the following non-exclusive, non-transferable, non-sublicensable (except in accordance with paragraph 3(b) below), limited rights solely during the Term and solely in the Territory:

(i) Arrangement and Recording. For each Approved Composition, to arrange and record, at Licensee's sole expense, one (1) excerpt of such Approved Composition, comprising up to forty (40) consecutive seconds of such Approved Composition, for use solely in connection with the creation of an EMI RBT based on such excerpt; provided that: (A) each EMI RBT shall only contain elements of one (1) Approved Composition (for purposes of example only, an EMI RBT may not include portions of two (2) or more separate Approved Compositions); (B) the Approved Composition excerpt used to create an EMI RBT shall be a single, continuous excerpt (for purposes of example only, such excerpt may not comprise the first ten (10) seconds and the last thirty (30) seconds of such Approved Composition); (C) no arrangement created in accordance with this paragraph 3(a)(i) shall change the basic melody or fundamental character of an Approved Composition (other than as necessarily resulting from limiting the

excerpt of such Approved Composition to forty (40) consecutive seconds); and (D) all arrangements created in accordance with this paragraph 3(a)(i) shall be subject to the provisions of paragraph 11 below;

(ii) Creation of Single Template or Server Copy. To create one (1) master copy (and no additional copies) of each EMI RBT, which Licensee shall upload solely to, and which shall be stored solely on, Licensee's Network for the sole and exclusive purpose of exercising the rights granted in paragraphs 3(a)(iii) and 3(a)(iv) below;

(iii) Streaming to Callers. For each EMI RBT (and subject to Licensee securing any necessary public performance licenses (as described in paragraph 8 below)), for purposes of fulfilling orders placed by Subscribers through the Network, to Stream Copies of such EMI RBT to Callers attempting to contact such Subscribers' Wireless Device(s) and/or Telephone(s), solely in accordance with the terms and conditions of this Agreement (it being understood that although temporary, transient, non-permanent copies of such EMI RBT incidental to said Streaming may be created on the Network, the foregoing right shall not include the right to permit any Subscriber, Caller, or other third party to create, store, or retain any copies of such EMI RBT);

(iv) Streaming for Promotional Purposes. For each EMI RBT, and subject to Licensee securing all necessary public performance licenses (as described in paragraph 8 below), to Stream up to thirty (30) consecutive seconds of such EMI RBT to Subscribers in the form of a digital audio transmission for the sole purpose of previewing or demonstrating such EMI RBT to facilitate its purchase, sale, or licensing through the Network in accordance with this Agreement; provided that Licensee shall not, and shall not permit any Sublicensee to, sell, lease, transmit, offer, or otherwise provide any EMI RBT Streamed in accordance with this paragraph 3(a)(iv) (including any Approved Composition incorporated therein) as a downloadable file or in any form that would allow any Subscriber, Caller, or other third party to create, store, or retain a copy of all or part thereof.

(b) Sublicensing. Subject to the terms and conditions of this Agreement and provided that Licensee has fully complied with such terms and conditions, Licensee may sublicense the rights granted in paragraphs 3(a)(ii), 3(a)(iii) and 3(a)(iv) above to the Sublicensee(s); provided that in the event that all or substantially all of the assets of any Sublicensee are acquired by any Person that is a competitor of Publisher or whom Publisher finds objectionable (in Publisher's sole reasonable discretion), such Sublicensee shall no longer be deemed a Sublicensee for purposes of this Agreement and all rights and licenses granted to such former Sublicensee shall immediately terminate.

(c) Restrictions. Notwithstanding any other provision of this Agreement:

(i) This Agreement does not authorize or permit any use or other exploitation of any Composition by Licensee, any Sublicensee, or any third party, except as expressly authorized herein, including the use or other exploitation of any Composition as or for purposes of any Ringtone. If any such use or other exploitation is made or permitted by Licensee or any Sublicensee, this Agreement shall immediately terminate, and all rights and licenses granted to Licensee and Sublicensee(s) hereunder shall immediately terminate.

(ii) No license or other rights are granted herein to Licensee, any Sublicensee, or any third party to use any current or future trademarks, service marks, design marks or trade names of or associated with Publisher (such marks and names, collectively, the "EMI Marks"), for any purpose. Licensee may only use the EMI Marks, or sublicense the EMI Marks to any Sublicensee, with the prior written approval of Publisher.

(d) With respect to any Approved Composition of which less than one hundred percent (100%) is controlled by Publisher, prior to exercising any of the rights or licenses granted herein in such Approved Composition or any EMI RBT incorporating such Approved Composition, Licensee shall secure all rights and licenses from all applicable co-publisher(s) necessary to exercise, without violating

the intellectual property rights or other rights of such co-publisher(s) or any third party, the rights and licenses granted herein.

(e) Nothing contained herein shall grant Licensee or any Sublicensee the right to use any particular recording of an Approved Composition.

(f) Without limiting any other provision of this Agreement, with respect to any third party rights that are necessary to be obtained by Licensee or any Sublicensee in connection with any RBT or any recording or performance incorporated into or used to arrange any RBT, Licensee shall be responsible for obtaining such rights at its sole expense.

4. Territory

The "Territory" covered during the Term shall be the United States, its territories and possessions (including Puerto Rico), Canada, Chile, Argentina, Mexico, Uraguay, Columbia, Peru, Paraguay, Venezuela, and Ecuador.

5. Term

(a) The "Term" of this Agreement is one (1) year, commencing January 15, 2005, and terminating January 14, 2006.

(b) Notwithstanding the foregoing, EMI may terminate the entire grant of rights contained in this Agreement and/or the grant of rights with respect to a particular Approved Website, at any time for any reason upon thirty (30) days prior written notice to Licensee. Promptly thereafter, Licensee shall furnish Publisher with a written confirmation that it has performed any/all takedowns of EMI Tones from the Server necessary to comply with the applicable termination of rights by Publisher.

(c) Notwithstanding the foregoing or any other provision of this Agreement:

(i) All rights granted to Licensee herein and pursuant to the Addenda shall expire as of the Expiration Date, including, without limitation, all rights sublicensed by Licensee to Sublicensee(s).

(ii) EMI may terminate the entire grant of rights contained in this Agreement and/or the grant of rights with respect to a particular Approved Website and/or Sublicensee at any time for any reason upon thirty (30) days prior written notice to Licensee. Promptly thereafter, Licensee shall furnish Publisher with a written confirmation from Licensee (and Sublicensee(s), upon Publisher's written request) that it has performed and caused Sublicensee(s) to perform any/all takedowns of EMI RBTs from the Network necessary to comply with the applicable termination of rights by Publisher.

(iii) If Licensee has failed to fully launch its EMI RBT services as contemplated upon execution of this Agreement in accordance with the rights granted to Licensee herein, as of the date thirty (30) days following execution, (i) this Agreement shall immediately terminate and all terms and conditions hereof will be deemed null and void as of such date, (ii) any and all EMI RBTs created by Licensee shall remain the sole property of Publisher as of such date, and Licensee shall immediately assign and transfer any and all rights therein to Publisher, (iii) Licensee shall immediately take down all EMI RBTs as of such date and all of Licensee's and Sublicensee's rights in and to EMI RBTs shall immediately terminate, and (iv) upon Publisher's written request, all EMI RBTs in Licensee's and Sublicensee's possession or control shall be promptly destroyed by Licensee and Sublicensee, and Licensee will deliver an affidavit to Publisher attesting to such destruction.

6. Royalties

(a) As used herein, Publisher's "Prorata Share" shall mean that proportion of Publisher's ownership of the applicable Composition, as set forth on the Schedule D Addendum. Licensee shall pay Publisher a non-returnable, non-recoupable "fixing fee" equal to Publisher's Prorata Share of Twenty-Five Dollars ($25.00) for each Composition copied to the Network.

(b) Pursuant to the terms and conditions of paragraph 7 below, Licensee shall pay Publisher for each Copy sold, licensed, or otherwise made available to Subscriber Publisher's Prorata Share of the greater of Ten percent (10%) of the retail selling price or Twenty Cents ($0.20), subject to sections 6(b)(i) - (iii) below.

(i) (A) In the event a recurring fee is charged to a Subscriber to use a Copy or to renew the RBT service, said charge shall be deemed a royalty-bearing event. For clarity, Licensee shall pay Publisher the applicable royalty pertaining to any Copy each time a recurring payment is made to use said Copy (or paid to renew the RBT service). For purposes of calculating the royalty payable, if applicable, the recurring fee shall be deemed to be the original retail selling price and each time the Copy is thereby used (or RBT service is renewed) shall be considered a new Copy.

(B) In the event a recurring transmission fee, in addition to Subscriber's RBT purchase fee, is charged to a Subscriber each time a Caller hears an EMI RBT (*e.g.*, a Ten Cent ($0.10) recurring transmission fee is charged to a Subscriber each time a Caller hears an EMI RBT), Licensee shall pay Publisher for each such Copy Publisher's Prorata Share of Ten percent (10%) of such transmission fee, in addition to the Royalty otherwise set forth in this paragraph 6.

(ii) In the event a Copy is made to "time-out" and cannot be used, unless reacquired, said reacquisition shall be deemed a royalty-bearing event. For clarity, and notwithstanding the previous sentence, Licensee shall pay Publisher the applicable royalty pertaining to each Copy, irrespective of whether the recipient had previously acquired the same EMI RBT embodied in such Copy and whether or not such Copy is acquired from the Licensee or a Sublicensee.

(iii) In the event an EMI RBT is offered in a form other than individually (*e.g.*, the applicable EMI RBT is made available as part of a bundle or package of content applications), the royalty due in connection with such Copy shall be Publisher's Prorata Share of the greater of: (A) Ten (10%) percent of a fraction whose numerator equals the bundle's sale price and whose denominator equals the number of royalty-bearing content applications, or (B) the minimum royalty for each Copy sold or otherwise distributed set forth in subparagraph 6(b) above. By way of example, if Licensee charges $10 for a bundle of eight (8) royalty-bearing content applications (one of which is a Copy), then the royalty applicable to said Copy shall be Publisher's Prorata Share of $0.125, i.e., 10% of ($10 ÷ 8).

(c) In the event an Approved Composition is controlled less than one hundred percent (100%) by Publisher or if the Songwriter Agreements require direct payments to certain co-publishers or other third parties, upon Publisher's request, Licensee shall make direct payments to such applicable co-publishers or other third parties.

(d) In the event Licensee agrees to (or has agreed to) pay to a co-publisher of an Approved Composition or to the publisher of any musical composition, to be included in any RBT, compensation or consideration in excess of the compensation or consideration to be paid to Publisher hereunder (collectively, "Excess Compensation"), then effective as of the date of such agreement, Licensee shall immediately pay to Publisher an amount equal to such Excess Compensation and this Agreement shall be deemed amended effective as of the date of such agreement to include the more favorable compensation provision. In the event the Approved Composition is not entirely controlled by Publisher, the Excess Compensation shall be based upon and shall reflect Publisher's Prorata Share. Upon request, Licensee shall supply to Publisher copies of all agreements by which Licensee acquired any rights to use musical compositions (including Approved Compositions) in connection with RBTs.

7. Accounting

(a) Together with the payment of all applicable sums due Publisher pursuant to subparagraph 6(b) above, Licensee shall render Publisher accounting statements on a quarterly basis (which shall be provided electronically, along with a hard paper copy), indicating, on a country-by-country, EMI RBT-by-EMI RBT (including the title, writers' name(s), and applicable Publisher-supplied EMI song code for each Approved Composition), country-by-country, and Sublicensee-by-Sublicensee basis, the number of Copies Streamed, sold or otherwise distributed and/or digitally delivered in each country of the Territory, within forty-five (45) days following the last day of each calendar quarter during the Term, whether or not Licensee sold or otherwise distributed Copies within such quarterly period. In addition, all accounting statements provided hereunder shall indicate, with respect to each Copy, the retail selling price therefor, whether said Copy was the result of a first-time transmission or a repeat transmission/recurring charge, and any other information necessary to determine how the applicable royalty for each Copy was calculated including, as applicable, whether the applicable EMI RBT was made available as part of a bundle or package of content applications. Timely accounting is of the essence and shall constitute a material obligation of this Agreement as referenced in subparagraph 14(a) below.

(b) In addition to providing quarterly accounting statements, Licensee shall, within ninety (90) days of the Effective Date, provide Publisher, upon request, with online, real-time access to the Licensee's and/or Sublicensee's Network in order to permit the accurate identification, tracking and verification of Copies and other copies of all EMI RBTs, and any other data item to be enumerated on accounting statements pursuant to subparagraph (a) above.

(c) Licensee agrees to keep and maintain true and accurate records and books of account in connection with the sale or other distribution of Copies and all transactions related thereto or otherwise contemplated under this Agreement, and shall retain all such records and books for a period of not less than four (4) years following the termination of this Agreement. Publisher, by its designated representative, shall have the right, upon reasonable written notice, and during normal office hours, to examine the books and records of Licensee, at Licensee's regular place of business where the books and records are maintained, as the same pertain to the subject matter of this Agreement and to make copies and extracts thereof. Licensee shall cooperate with Publisher's representative to assist them in understanding all such material. If, as a result of any audit, it is determined that Licensee has understated the royalties due to Publisher, Licensee shall immediately pay to Publisher the amount of such underpayment. If, as a result of any audit, it is determined that Licensee has understated the royalties due to Publisher by ten (10%) percent or more, Licensee shall pay to Publisher the amount by which royalties have been understated and shall reimburse Publisher for the cost of the audit.

(d) All checks shall be in United States Dollars, shall be made payable to EMI Music Publishing and unless Publisher notifies otherwise, shall be sent to the attention of Nancy Weshkoff, Music Services, Licensing Department at the address indicated in paragraph 15 below. All accountings and payments must be received by Publisher on the date such payment and statement are due, according to the terms of this Agreement, time being of the essence hereof. No payments shall be diminished or reduced in any manner for any reason, including without limitation, any withholdings, currency restrictions, exchanges or taxes. Upon written request, Publisher shall provide Licensee with a current W-9 form for each music publishing catalog receiving payment.

(e) It is understood and agreed that there shall be no, and Licensee shall not make available, "free" or "bonus goods" copies or uses of the EMI RBTs, as such term is understood in the industry, *i.e.*, all Copies, regardless of price, shall bear a full royalty hereunder.

(f) Without limiting Publisher's rights and remedies hereunder, at law or in equity: (i) past-due payments are subject to and to be accompanied by payment of interest thereon at the prime rate as established on the due date by The Bank of New York plus two (2%) percent compounded daily and computed from the date(s) upon which each such payment(s) first became due until the date(s) upon which each such payment(s) is remitted to Publisher; and (ii) Licensee shall reimburse Publisher, within five (5) days from receipt of its invoice, for Publisher's reasonable attorney's fees and costs arising out of the occurrence of any Default Event (as defined in paragraph 14), including, without limitation, any failure by Licensee timely to render statements and account to Publisher with respect to royalties which accrue to Publisher in connection with Licensee's exploitation of its rights pursuant to the applicable provisions hereof.

8. No Performance Right Grant

(a) Licensee acknowledges and agrees that no right of public performance is granted under this Agreement, such right being licensed by the American Society of Composers, Authors and Publishers ("ASCAP"), Broadcast Music Inc. ("BMI"), and the Society of European Stage Authors and Composers ("SESAC") in and for the United States, and the Society of Composers, Authors and Music Publishers ("SOCAN") in and for Canada, as applicable.

(b) Any public performance of an Approved Composition as embodied in an EMI RBT, including without limitation pursuant to paragraphs 3(a)(iii) and 3(a)(iv) above, not otherwise licensed by ASCAP and/or BMI, SESAC, or SOCAN, as applicable, shall be licensed by Licensee from Publisher or from Publisher's authorized agent. If said license is to be secured from Publisher, Publisher agrees to negotiate in good faith and the issuance of such license shall be in accordance with the customary industry practices and fees.

9. Restrictions and Reservations of Rights

(a) This Agreement does not authorize or permit any use of a Composition not expressly set forth herein and does not include the right to alter the fundamental character of the music of a Composition, and, specifically, the terms of this Agreement are limited to the use of each Approved Composition only as originally fixed in the EMI RBT in accordance with all terms and conditions hereof. Publisher reserves all rights not expressly granted to Licensee hereunder. All rights granted hereunder are granted on a non-exclusive basis.

(b) Licensee acknowledges and agrees that no Composition may be used in a dramatic fashion, as such term is understood in the industry, or in any manner which could be considered in bad taste or offensive; *i.e.*, each Approved Composition shall be used with regard to social convention and decency so as not to bring such Composition, the composers thereof, or Publisher into public disrepute or reflect adversely on the Composition, the composers thereof, or Publisher. Licensee acknowledges and agrees that no individual Composition may be used in connection with any product, any service, or in the branding, marketing, advertising or promotion of any product, service or event.

(c) Notwithstanding any other provision of this Agreement, and without intending to provide an exhaustive list of prohibitive acts, this Agreement does not include the rights to: (i) rent or lease an EMI RBT; (ii) sell or otherwise distribute EMI RBTs except for personal use; (iii) parody the music or lyrics of an Approved Composition; (iv) make, sell or distribute phonorecords of an Approved Composition; (v) utilize any sound recording, performances, and/or audiovisual master(s) not owned or separately licensed by Licensee; (vi) synchronize (or authorize others to synchronize) any Approved Compositions with visual images or events or include any Approved Composition in any audio-visual work, including without limitation in commercials or games; (vii) use the title of an Approved Composition except for factual and/or descriptive purposes for identifying the EMI RBT available for purchase, sale, or licensing; (viii) use any Composition that is not a Approved Composition in any way; or (ix) use an Approved Composition on any broadcast/cablecast, satellite, VOIP, or on-line services (whether viewable in real time or downloadable) not specifically enumerated in this Agreement, or on any interactive program, platform, media or storage device, or any promotional use not specifically enumerated herein. Any occurrence of the above-noted items by Licensee, Sublicensee, or authorized by Licensee shall render all aspects of the Agreement immediately null and void and this Agreement shall terminate.

(d) Licensee acknowledges and agrees that, except for listing on the Network the composers' names for factual and/or descriptive purposes for identifying the EMI RBTs available for

purchase, no right whatsoever is being granted hereunder to use or authorize other Persons to use the names (including any professional names, previously, now or hereafter used), facsimile signatures, voices, likenesses or biographical material of, concerning, or regarding any of the composers of any Composition for any purpose whatsoever, including, without limitation, for purposes of exploitation of an EMI RBT on the Network. In no event shall a name of a composer of any Composition be featured more or less prominently than any other composer's name.

10. Warranties and Representations/Indemnity

(a) Publisher warrants only that it has the legal right, power and authority to grant the licenses granted to Licensee hereunder and this license is given and accepted without any other warranty or recourse. Publisher hereby agrees to indemnify and hold harmless Licensee and its respective officers, directors, agents, and employees (hereinafter, the "Indemnitees") from and against any and all liabilities, damages, costs, charges, recoveries, judgments, penalties, expenses or losses of whatsoever kind or nature, actually incurred by the Indemnitees (including reasonable attorneys' fees and disbursements) which may be obtained against, imposed upon or suffered by the Indemnitees or any of them, by reason of any breach by Publisher of the foregoing warranty. In no event shall the total liability of Publisher in connection with the rights granted for any Approved Compositions licensed hereunder exceed the consideration received by Publisher from Licensee in connection with the licensing of said Approved Composition. Licensee will give Publisher prompt notice of any claim that would be subject to indemnification under this paragraph, and Publisher will have the right to assume the defense thereof at Publisher's expense.

(b) Licensee represents and warrants that:

(i) there are no actions, suits, proceedings, agreements or other impediments, actual or threatened, which would prevent or impair it from performing its duties and obligations hereunder; and

(ii) it is fully empowered to enter into this Agreement and to perform its duties and obligations hereunder, that it is and shall at all times remain possessed of all rights necessary for it to completely fulfill all of its material obligations hereunder, and that its entering into this Agreement and fulfilling such obligations (including but not limited to maintenance of the Network) does not and shall not infringe upon the rights of any Person whatsoever.

(c) Licensee further represents and warrants that it shall obtain or secure (and maintain during the Term) all necessary and required licenses concerning:

(i) intellectual properties furnished or selected by Licensee and contained in any materials used in connection with the marketing, sale or distribution of RBTs as authorized hereunder, including without limitation name and likeness rights, and that said materials and the use thereof by Licensee and any Sublicensee shall not violate or infringe upon the rights of any third party, including without limitation intellectual property rights and/or rights of privacy and publicity; and

(ii) intellectual properties furnished or selected by Licensee and contained in an EMI RBT which intellectual properties are not licensed hereunder, including that portion of the music publishing rights in and to each Approved Composition not controlled by Publisher; and that said materials and the use thereof by Licensee and any Sublicensee shall not violate or infringe upon the rights of any third party, including without limitation intellectual property rights and/or rights of privacy and publicity.

(d) Licensee agrees to fully indemnify Publisher and hold Publisher (and its officers, directors, agents, and employees) (the "Publisher Indemnitees") harmless of and from any and all liabilities, claims, causes of actions, damages, interest, charges, recoveries, judgments, penalties, expenses or losses of whatsoever kind of nature (including without limitation, legal expenses and counsel

fees and disbursements) of any kind whatsoever which may be occasioned, suffered or incurred by the Publisher Indemnitees, either directly or indirectly, in whole or in part, resulting from or in connection with any breach or threatened breach by Licensee of any of the terms, covenants, representations and warranties contained herein, and/or any claim by any Person inconsistent with any of the representations, warranties and covenants hereunder. In addition, Licensee will reimburse Publisher on demand for any payment made at any time after the Effective Date hereof for any liability or claim to which this clause relates that has resulted in a judgment against Publisher or which has been settled with the written consent of Licensee (which consent shall not unreasonably be withheld or delayed). Publisher will give Licensee prompt notice of any lawsuit instituted hereunder, and Licensee will have the right to participate in the defense, at Licensee's sole cost, with counsel of Licensee's choice, but Publisher will have the right at all times to control and maintain control of the conduct of the defense and the selection of Publisher's counsel.

11. Arrangements/Copies

(a) Any arrangement(s) which Licensee shall cause to be made of an Approved Composition in the creation of an EMI RBT shall be made at Licensee's own expense and shall be created only as the result of employment-for-hire and such arrangement shall be "Work Made For Hire" for Publisher, as such term is used in the United States Copyright Law. Licensee hereby sells, assigns and transfers any such arrangement(s) and all right title and interest in and to each such arrangement to Publisher and the worldwide copyright and renewals and extensions of copyright therein. Licensee warrants and represents that all Persons rendering services in connection with the creation of EMI RBTs shall have executed, prior to the commencement of creation of any EMI RBT to which such Persons have contributed, written agreement(s), in full compliance with the laws of the United States and other countries, stating that those EMI RBTs, including any master recordings therefor and any arrangements on which such EMI RBTs are based, are considered a work made for hire for Publisher and irrevocably assigning all such Person's rights throughout the Territory in perpetuity, including without limitation copyrights, in those EMI RBTs and other materials to Publisher. Upon Publisher's request, Licensee will cause to be executed and delivered to Publisher all assignments and transfers of ownership of copyright (including without limitation all copyright registrations and applications, and all renewals and extensions thereof) in the EMI RBTs, including any master recordings therefor and any arrangements on which such EMI RBTs are based, and any other documents as Publisher may deem necessary or appropriate to vest in Publisher the rights granted to Publisher in this Agreement. Neither Licensee nor any arranger shall be entitled to authorship credit or status as a collaborator or any remuneration by way of royalty or otherwise from the authors of such Approved Composition or from Publisher or any of Publisher's designated agents. No arrangement shall change the basic melody of any Approved Composition.

(b) Licensee shall enable Publisher freely and without charge or expense to receive EMI RBTs to ensure Licensee's adherence with and to the terms and conditions of this Agreement. Any such receipt by Publisher will not constitute a Copy and will not be deemed a royalty-bearing event.

12. Ownership

Except as expressly permitted in this Agreement, Licensee shall not at any time, directly or indirectly, license, transfer, assign, sell or otherwise dispose of, pledge, mortgage or in any way encumber any Composition or EMI RBT or any interest of any kind therein, and/or any right or license granted hereunder and any such purported license, transfer, assignment, sale, disposal, pledge, mortgage or encumbrance shall be void and of no effect.

13. No Partnership

Nothing herein contained shall create any association, partnership, joint venture or relationship of principal and agent between the parties hereto; it being understood that the parties hereto are, with respect to each other, independent contractors, and neither party shall have any authority to bind the

other or the other's representatives in any way and shall not hold itself out to any Person as having authority.

14. Event of Default/Cure

(a) As used herein, the term "Event of Default" shall mean any of the following events: (i) Licensee's or Sublicensee's failure or inability to fulfill any of its material obligations hereunder for any reason; (ii) Licensee's or Sublicensee's dissolution or the liquidation of any substantial portion of its assets; (iii) the filing by or against Licensee or Sublicensee of a petition for liquidation or reorganization or the commencement of an action against it under any applicable bankruptcy or insolvency legislation as now or hereafter in effect or under any similar statute relating to liquidation or reorganization or Licensee's consenting to any of the foregoing; (iv) the appointment of a trustee, receiver, custodian or similar appointee for Licensee or Sublicensee for any of its property or Licensee or Sublicensee consenting to any such appointment; (v) Licensee's or Sublicensee's making of an assignment for the benefit of creditors; (vi) Licensee or Sublicensee becoming insolvent; (vii) Licensee's failure to pay, or admission in writing of its inability to pay, its debts as they come due; (viii) Licensee's receipt of a "going concern" notification or similar qualification; (ix) a reduction of ten percent (10%) or more in Licensee's workforce; (x) Licensee's report of a quarterly loss for four (4) consecutive quarters; or (xi) any action by Licensee or Sublicensee which jeopardizes any material right or remedy of Publisher hereunder. In the event that any of the matters described in this paragraph 14(a) occurs, Licensee shall provide prompt written notice thereof to Publisher.

(b) Without limiting or affecting the rights or remedies which Publisher may have under this Agreement or at law or equity, with respect to Licensee's obligations under this Agreement, it is agreed that if an Event of Default occurs or in the event of a breach on the part of Licensee, Publisher may notify Licensee in writing of such default or breach and Licensee shall have ten (10) business days from receipt of such notice in which to cure such Event of Default or breach. If such breach or Event of Default is not curable or is not cured within said ten (10) business day period, this Agreement shall automatically terminate and Licensee shall be deemed to have automatically and irrevocably assigned and transferred to Publisher, without further consideration, all right, title and interest in and to all EMI RBTs and the master recordings therefor, to the extent that such rights and interests have not already been assigned to or vested in Publisher; provided, however, that with respect to any breach or default concerning the payment of any monies whatsoever, this Agreement shall automatically terminate and the aforesaid assignment and vesting shall occur if such particular breach is not remedied within five (5) business days from the date of the notice. Publisher, in the event of any automatic termination under this paragraph and without prejudice to any other rights and remedies, shall have rights and remedies for copyright infringement, including injunctive relief.

(c) The termination of this Agreement pursuant to this paragraph and subparagraphs 5(b)(ii) and (iii) above shall render any further exploitation of an EMI RBT by Licensee or any Sublicensee actionable as an act of copyright infringement fully subject to the remedies provided by the Copyright Act, Title 17, of the United States Code, together with any other legal and equitable remedies available to Publisher, whether hereunder or otherwise.

15. Notices

Any and all notices, consents, approvals, demands, other communications and payments hereunder shall be hand delivered or sent by certified mail, return receipt requested, at the address below (or at such other address hereafter designated by either party in writing) as follows:

To Publisher: EMI Music Publishing

810 Seventh Avenue
New York, New York 10019
Attention: Susan Schwartz

To Licensee: At the address set forth in the heading of this Agreement

Any notice shall be deemed complete when the same (containing whatever information may be required hereunder) is deposited in any mail box properly addressed and sent as aforesaid, except that: (a) all materials personally delivered shall be deemed served when actually received by the party to whom addressed; (b) air express materials shall be deemed served on the day of delivery to the air express company; (c) notices of change of address shall be effective only from the date of receipt; and (d) royalty statements may be sent by regular mail and shall be deemed rendered when actually received by Publisher.

16. Governing Law

This Agreement has been entered into and delivered in the State of New York and the validity, interpretation and legal effect of this Agreement shall be governed by and construed in accordance with the internal laws of the State of New York applicable to contracts entered into and performed entirely within the State of New York. Only the New York courts (state and federal) will have jurisdiction over any controversies regarding this Agreement, and the transactions contemplated by this Agreement; any action or other proceeding which involves such a controversy will be brought in those courts, in New York County, and not elsewhere. Licensee hereby irrevocably submits to the jurisdiction of the New York courts (state and federal) in any such action or proceeding and irrevocably waives any right to contest the jurisdiction (*in rem* or *in personam*) or power or decision of that court within or without the United States other than appropriate appellate courts having jurisdiction over appeals from such court(s). Licensee also irrevocably waives any defense of inconvenient forum to the maintenance of any such action or proceeding. Any process in any action or proceeding may, among other methods, be served upon Licensee by delivering or mailing it in accordance with paragraph 15. Any such delivery or mail service shall be deemed to have the same force and effect as personal service within the State of New York.

17. Assignment; Change of Control

This Agreement, and the rights, opportunities and obligations created pursuant to this Agreement, are not assignable or transferable in any manner by Licensee, nor shall Licensee sublicense or delegate any of its rights or obligations without the prior written consent of Publisher, not to be unreasonably withheld. EMI may assign this Agreement and any of its rights hereunder in whole or in part to any Person which controls, which is controlled by, or which is under common control with, EMI or which is in partnership with EMI; and/or to any parent, affiliated or subsidiary company or corporation, or to a Person owning, or acquiring, all or a substantial part of EMI's stock and/or assets or with whom EMI may merge or be merged, in which case Licensee shall not be released from its obligations hereunder.

18. Confidentiality; Publicity

Licensee acknowledges and agrees that all information with respect to this agreement, whether furnished by EMI to Licensee or otherwise acquired by Licensee in the course of business with EMI, is the proprietary and confidential information of EMI and shall be kept strictly confidential by Licensee. Such information shall not be disclosed by Licensee at any time to any Person except to the extent required by an order of a court or other tribunal having jurisdiction or pursuant to rules and regulations of a governmental body. Notwithstanding the foregoing, the parties acknowledge and agree that in certain situations, such as where copublishers of an Approved Composition, publishers of other compositions and/or master owners require a favored nations provision, the information contained in this Agreement may have to be divulged with respect to monies payable and rights granted, subject to EMI's prior written

consent. Licensee and EMI may not use the other party's name in news releases, articles, brochures and marketing and/or promotional materials, without the other party's prior written approval.

19. Entire Agreement

(a) This Agreement sets forth the entire understanding between the parties hereto with respect to the subject matter hereof, and merges and extinguishes all prior and contemporaneous understandings, negotiations, and agreements. No amendment to or modification, waiver, termination, or discharge of this Agreement or of any provision hereof shall be binding unless confirmed by a written instrument duly executed by the party to be charged therewith. Any process in any action, suit, or proceeding arising out of or relating to this Agreement may, among other methods, be served upon the applicable party by delivering it or mailing it in accordance with paragraph 15 above. No waiver of any provision of or default under this Agreement shall affect the right of either party thereafter to enforce such provision or to exercise any right or remedy in the event of any other default, whether or not similar.

(b) If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not essential to the intended operation of this Agreement.

20. Miscellaneous

This Agreement shall apply for the Term hereof only, and shall not be binding upon or prejudicial to any position taken by Publisher or Licensee for any period subsequent to the Term of this Agreement. The captions of paragraphs contained in this Agreement are for reference only and are not to be construed in any way as a part of the Agreement. This Agreement shall not become effective until executed by all proposed parties hereto.

IN WITNESS WHEREOF, the parties have caused the foregoing to be executed as of the date first above written.

EMI Music Publishing

By: _____
Publisher

Mobile Streams, Inc.

By: _____
Licensee

SCHEDULE A

(List of Publishing Catalogs)

AVON GATE MUSIC INC. (BMI)
BARHAM BOULEVARD MUSIC, INC. (BMI)
BEECHWOOD MUSIC CORP. (BMI)
BURBANK PLAZA MUSIC, INC. (ASCAP)
CARWIN MUSIC INC. (ASCAP)
COLGEMS-EMI MUSIC INC. (ASCAP)
COMBINE MUSIC CORP. (BMI)
EMI AFFILIATED CATALOG INC. (BMI)
EMI AL GALLICO MUSIC CORP. (BMI)
EMI ALGEE MUSIC CORP. (BMI)
EMI APRIL MUSIC INC. (ASCAP)
EMI BELFAST MUSIC, INC. (BMI)
EMI BMPC CORP. (ASCAP)
EMI BLACKWOOD MUSIC INC. (BMI)
EMI BRILLIG MUSIC, INC. (ASCAP)
EMI DUCE MUSIC, INC. (ASCAP)
EMI EASY LISTENING MUSIC CORP. (ASCAP)
EMI FEIST CATALOG INC. (ASCAP)
EMI FULL KEEL MUSIC (ASCAP)
EMI GOLD HORIZON MUSIC CORP. (BMI)
EMI GOLDEN TORCH MUSIC CORP. (ASCAP)
EMI GROVE PARK MUSIC, INC. (BMI)
EMI HASTINGS CATALOG INC. (BMI)
EMI INTERTRAX MUSIC INC. (BMI)
EMI JEMAXAL MUSIC INC. (ASCAP)
EMI LONGITUDE MUSIC (BMI)
EMI MILLER CATALOG INC. (ASCAP)
EMI MILLS MUSIC, INC. (ASCAP)
EMI MOGULL, INC. (ASCAP)
EMI NORBUD MUSIC, INC. (BMI)
EMI NTM HOLDINGS, INC. (ASCAP)
EMI PST HOLDINGS, INC. (ASCAP)
EMI ROBBINS CATALOG INC. (ASCAP)
EMI SOSAHA MUSIC INC. (BMI)
EMI SLITHY SONGS, INC. (BMI)
EMI TSM HOLDINGS, INC. (BMI)
EMI U CATALOG INC. (ASCAP)
EMI UNART CATALOG INC. (BMI)
EMI VARIETY CATALOG INC. (ASCAP)
EMI VINE MUSIC, INC. (BMI)
EMI VIRGIN MUSIC, INC. (ASCAP)
EMI VIRGIN SONGS, INC. (BMI)
EMI WATERFORD MUSIC, INC. (ASCAP)
EMI WORLDTRAX MUSIC INC. (ASCAP)
FORAY MUSIC (SESAC)
GLENWOOD MUSIC CORP. (ASCAP)
JOBETE MUSIC CO., INC. (ASCAP)
NEW TANDEM MUSIC, INC. (ASCAP)
SCREEN GEMS-EMI MUSIC INC. (BMI)
STONE DIAMOND MUSIC CORPORATION (BMI)
TRIPLE STAR MUSIC, INC. (BMI)

SCHEDULE C

(referenced in paragraph 1(n))

ADDENDUM OF RIGHTS

ADDENDUM to the Agreement dated January 15, 2005 by and between EMI Music Publishing and Mobile Streams, Inc. (the "Agreement"). Upon the full execution of this Addendum by the parties hereto, the following additional Website(s) is/are deemed Approved Website(s), and thus part of the Network, effective as of the date set forth below:

1. The URL(s) of the Website(s) proposed for approval pursuant to this Addendum, and the date on which EMI Tones first shall be marketed thereon, is/are:

http://www._____.com Date: _____

2. All terms not defined herein shall have the same meaning given them in the Agreement. Except as expressly or by necessary implication modified hereby, the terms and conditions of the Agreement remain in full force and effect, and are hereby ratified and confirmed without limitation or exception.

IN WITNESS WHEREOF, the parties have caused the foregoing ADDENDUM to be executed as of this _____ day of _____, 200_.

EMI Music Publishing

By: _____
Publisher

Mobile Streams, Inc.

By: _____
Licensee

SCHEDULE D

(pursuant to paragraph 2(b))

ADDENDUM OF RIGHTS

ADDENDUM to the Agreement dated January 15, 2005, by and between EMI Music Publishing and Mobile Streams, Inc. (the "Agreement"). Upon the full execution of this Addendum by the parties hereto, the following listed Composition(s) are deemed Approved Composition(s) under the Agreement, effective as of the date set forth below:

1. The Composition(s) subject to this Addendum is/are:

["TITLE"] composed by ["WRITER(S)" (%)].

2. The Territory shall be as per the Agreement, [excluding, in the case of the Composition entitled _____, the country(ies) of _____.]

3. All terms not defined herein shall have the same meaning given them in the Agreement. Except as expressly or by necessary implication modified hereby, the terms and conditions of the Agreement remain in full force and effect, and are hereby ratified and confirmed without limitation or exception.

IN WITNESS WHEREOF, the parties have caused the foregoing ADDENDUM to be executed as of this _____ day of _____, 200_.

EMI Music Publishing

By: _____
Publisher

Mobile Streams, Inc.

By: _____
Licensee

SCHEDULE E

(referenced in paragraph 1(m))

ADDENDUM

This ADDENDUM to the Ringback License dated January 15, 2005, by and between EMI Music Publishing and Mobile Streams, Inc. (the "Agreement"), effective when fully executed by both parties hereto, shall constitute EMI's consent for the listed Service Provider(s) to be deemed Sublicensee(s) pursuant to paragraph 1(m) of the Agreement.

1. The Service Provider(s) proposed for approval pursuant to this Addendum, and the date on which EMI Ringbacks shall be transmitted thereby is/are:

_____ Date: _____

2. All terms not defined herein shall have the same meaning given them in the Agreement. Except as expressly or by necessary implication modified hereby, the terms of the Agreement are hereby ratified and confirmed without limitation or exception.

Mobile Streams, Inc.

By: _____ Date: _____

ACKNOWLEDGED AND AGREED

EMI Music Publishing

By: _____ Date: _____

Ringtone and Mastertone License

THIS AGREEMENT (the "Agreement") is made as of January 15, 2005 ("Effective Date"), by and between Mobile Streams, Inc., 720 Moorefield Park Drive, Suite 140, Richmond, VA 23236 ("Licensee"), and EMI Music Publishing, 810 Seventh Avenue, New York, New York 10019 ("EMI", "Publisher"). All capitalized terms in this Agreement are defined in paragraph 1 below, unless otherwise indicated.

WHEREAS, EMI is actively engaged in the business of music publishing and controls the music publishing rights to certain Compositions which are contained in the music publishing catalogs listed on Schedule A, attached hereto and made a part hereof; and

WHEREAS, Licensee desires to obtain and Publisher desires to grant a license to arrange and record one or more Approved Composition(s) for the sole purpose of creating EMI Ringtones that may be distributed as EMI Tones whereby an End-user can receive a copy of the EMI Tone into a Wireless Device ("Licensee's Service"), solely in the manner provided herein and in accordance with the terms and conditions of this Agreement;

WHEREAS, the parties hereto have entered into a so-called "Ringback Agreement", which agreement, once fully executed shall remain valid separate and apart from this Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. Definitions

As used in this Agreement, the following terms will have the meanings set forth below:

(a) "Composition" means a musical composition which is owned and/or controlled in whole or in part by Publisher, and which is made available, in Publisher's discretion and subject to Publisher's written approval, to Licensee subject to the terms and conditions set forth in this Agreement and subject to any restrictions imposed by Publisher or by any Songwriter Agreements; provided that with respect to any Composition which is or may be owned or controlled by Publisher only in part, the term "Composition" shall refer only to that portion of the musical composition owned or controlled by Publisher. "Approved Composition" means a Composition which, pursuant to paragraph 2 below, has been approved by Publisher as an Approved Composition available for use by Licensee in accordance with the terms and conditions of this Agreement.

(b) "Copy," means a digital transmission(s) or electronic distribution(s) of a single Approved Composition contained in an EMI Tone to an End-user.

(c) "Copies Sold" and "sales" mean one hundred (100%) percent of those Copies digitally transmitted or otherwise electronically distributed to End-users (including without limitation to an End-user's Wireless Device).

(d) "Dollars" and "Cents" mean United States Dollars and Cents.

(e) "EMI Ringtone" and "EMI Mastertone" means a Ringtone and Mastertone, respectively, that features the digital transmission of an Approved Composition, the length of which shall not exceed thirty (30) consecutive seconds, solely in connection with Licensee's Service and in accordance with the terms and conditions of this Agreement. For the purpose of this Agreement, EMI Ringtones and EMI Mastertones collectively shall be referred to as "EMI Tones".

(f) "End-user" means a Wireless Device owner, user, or customer who legally procures from Licensee the sale or distribution of an EMI Tone, for that period of time only during which such transmission right has been legally procured.

(g) "Network" means the Approved Website(s) on which EMI Tones will be made available to End-users, as served from and through the Server, via a range of service channels including Internet, cable, satellite, web, WAP, SMS, or cellular transmission. Licensee at all times shall institute security measures with respect to all aspects of its Network(s) that: (i) prevent any EMI Tones or any underlying Approved Composition from being copied, played, distributed, transmitted, performed, used or exploited, in whole or in part, in any format or by any means other than in the format and by the means permitted by Publisher hereunder; (ii) prevent unauthorized reproduction and distribution of all EMI Tones and any underlying Approved Compositions; (iii) are sufficient, as determined by Publisher, to track and enforce the use limitations and other restrictions described in this Agreement; and (iv) meet or exceed current industry standards as they exist from time to time for the licensed delivery of music via digital transmission (including, without limitation, anti-virus, firewall, password, and anti-hacking protections).

(h) "Person" means any individual, corporation, partnership, association or other organized group or combination of any or all of the foregoing, and their legal successors or representatives.

(i) "Ringtone" means any data that resides or is stored in (whether temporarily or permanently), or which is transmitted to, a Wireless Device, which data causes a predetermined melodic sequence of a musical composition to be reproduced, performed, and/or played for purposes of announcing an incoming call, message, or other event or occurrence on such Wireless Device in an audio format (i.e., not audiovisual). For the avoidance of doubt, "Ringtone" shall not include (and this Agreement shall not be deemed to grant Licensee any rights to use Compositions in or as), inter alia, Ringbacks or Ringback tones, or so-called enhanced ringtones (e.g., Ringtones that include any visual element). For the purpose of this Agreement, Ringtones that: (i) embody a master sound recording of the Composition or (ii) embody vocal and/or human instrumental performances, shall be referred to as "Mastertones".

(j) "Ringbacks" or "Ringback tones" means the distribution or transmission of a musical composition to a Wireless Device or telephone for the purpose of notifying a caller that the call recipient is being alerted to the incoming call.

(k) "Server" means Licensee's proprietary Internet server which shall be located within the Territory, on which templates of the EMI Tones licensed hereunder will exclusively reside, and from which the EMI Tones will be digitally transmitted or distributed to End-users through the Network. For purposes of clarification, no EMI Tone shall be offered for sale through an Approved Website and permanently stored in an End-user's Wireless Device without first being transmitted from and through the Server.

(l) "Songwriter Agreement(s)" shall mean those agreements pursuant to which Publisher has acquired rights with respect to any Composition.

(m) "Term" has the meaning set forth in paragraph 5(a) below.

(n) "Territory" has the meaning set forth in paragraph 4 below.

(o) "Website" means a collection of interconnected hypertext markup language documents accessible at a single Universal Resource Locator ("URL") via the World Wide Web, owned and operated by the same Person or at the sole direction of such Person. "Approved Website(s)" means the Website(s) having the URL(s) http://advantagecell.ringtones.com, http://bluegrass.ringtones.com, http://bviwireless.ringtones.com, http://cellgames.ringtones.com, http://cellular1.ringtones.com, http://cell1amarillo.ringtones.com, http://centennialpr.ringtones.com, http://chippendales.ringtones.com,

http://radio.ringtones.com, http://cruze.ringtones.com, http://doritos.ringtones.com, http://elvis.ringtones.com, http://ivcel.ringtones.com, http://kaos.ringtones.com, http://mangafone.ringtones.com, http://radicaltones.ringtones.com, http://respectme.ringtones.com, http://www.ringtoneamerica.com, http://us.ringtones.com, http://ca.ringtones.com, http://scwireless.ringtones.com, http://thumb.ringtones.com, http://numerex1.ringtones.com, http://viaero.ringtones.com, http://vibe.ringtones.com and http://get.ringtones.com from which Licensee intends to advertise and market the sale of EMI Tones. In the event Licensee desires an additional Website to become an Approved Website, Licensee shall complete, execute and submit to Publisher two (2) copies of an Addendum in the form set forth in Schedule C, and if Publisher returns to Licensee a counter-executed copy of the Addendum (which Publisher may elect to do in its sole discretion), said Website shall be deemed an Approved Website. Licensee shall reasonably cooperate with respect to Publisher's further inquiries concerning any additional Website(s) proposed by Licensee, including without limitation, the nature of business conducted on said Website(s) and by the Person(s) owning and operating or directing the operation of such Website(s), and the accounting and reporting procedures in place between Licensee and the Person(s) owning and operating or directing the operation of such Website(s).

(p) "Wireless Device" means a mobile telephone or a hybrid handheld wireless device that incorporates the telephony or messaging function of a mobile telephone and that operates on a wireless communications network regulated by the U.S. Federal Communications Commission in accordance with its rules and regulations governing commercial mobile radio services. Wireless Devices do not include, without limitation, toys, or games.

(q) Each other expression used herein, unless herein separately defined, shall have the meaning commonly understood in the music publishing industry.

2. **Supply of Compositions**

(a) The Compositions listed on Schedule B hereto (hereby incorporated herein by this reference) as of the Effective Date are deemed to be Approved Compositions for purposes of this Agreement. From time to time during the Term, Schedule B may be amended by Publisher in its discretion, in which event Publisher shall provide Licensee with a written copy of such revised Schedule B, and upon Licensee's receipt of such revised Schedule B, the Compositions listed on such revised Schedule B shall be deemed to be Approved Compositions for purposes of this Agreement (and to the extent that any Approved Compositions from an earlier version of Schedule B are not listed on such revised Schedule B, such Compositions shall no longer be deemed to be Approved Compositions for purposes of this Agreement). Publisher will use reasonable efforts to clearly indicate for Licensee any additions, deletions and/or corrections to the list of Compositions set forth in any revised Schedule B that is provided to Licensee.

(b) Following the execution of this Agreement and throughout the Term, Licensee may seek Publisher's approval of Compositions that do not appear on Schedule B for use as Approved Compositions for purposes of the creation and transmission of EMI Tones. In such event, Licensee shall notify Publisher in writing of said requested Compositions. If Publisher agrees to consider the approval of such requested Composition(s), it shall provide written notice thereof to Licensee who shall complete, execute and submit to Publisher two (2) copies of an Addendum in the form set forth in Schedule D, and if Publisher returns to Licensee a counter-executed copy of the Addendum (which Publisher may elect to do in its sole discretion), the Compositions set forth in such Addendum shall be deemed Approved Compositions for purposes of this Agreement and the then-current version of Schedule B shall be deemed amended to include such Approved Compositions.

(c) Publisher reserves the right, in its sole discretion, to refuse to approve any Composition(s) for use as Approved Composition(s). For purposes of example, but without limitation, except as otherwise expressly provided by Publisher, as of the Effective Date and throughout the Term,

Compositions written in whole or in part by Tracy Chapman, John Lennon, Jeff Lynne, James Taylor, and Stevie Wonder, and the members of the recording artists known as Aerosmith, Foo Fighters, Nirvana, Red Hot Chili Peppers, Tool, the Mars Volta, A Perfect Circle and Savage Garden, and the Composition "You've Got A Friend" (King) are not, and shall not become, Approved Compositions.

(d) Notwithstanding anything to the contrary contained in this Agreement, Licensee shall remove any EMI Tone(s) from the Network(s) within seven (7) business days after Licensee's receipt of notice from Publisher requesting such removal, and as of the end of such seven (7) business day period, and thereafter throughout the Term, Licensee shall not sell, transmit, or otherwise use or exploit such EMI Tone(s), and shall not permit third parties to do any of the foregoing, for any purpose without Publisher's prior written consent.

3. **Grant of Rights**

(a) **License Grant to Licensee.** Subject to the terms and conditions of this Agreement and provided that Licensee has fully complied with such terms and conditions, Publisher hereby grants to Licensee the following non-exclusive, non-transferable limited rights solely during the Term and solely in the Territory:

(i) **Arrangement and Recording.** To arrange and record, at Licensee's sole expense, one (1) excerpt of each Approved Composition, comprising up to thirty (30) consecutive seconds of such Approved Composition, for use solely in connection with the creation of an EMI Tone based on such excerpt; provided that (A) each EMI Tone shall only contain elements of one (1) Approved Composition (for purposes of example only, an EMI Tone may not include portions of two (2) or more separate Approved Compositions or portions of an Approved Composition together with portions of any other musical composition); (B) the Approved Composition excerpt used to create an EMI Tone shall be a single, continuous excerpt (for purposes of example only, such excerpt may not comprise the first ten (10) seconds and the last twenty (20) seconds of such Approved Composition); (C) no arrangement created in accordance with this paragraph 3(a)(i) shall change the basic melody or fundamental character of an Approved Composition (other than as necessarily resulting from limiting the excerpt of such Approved Composition to thirty (30) consecutive seconds); and (D) all arrangements created in accordance with this paragraph 3(a)(i) shall be subject to the provisions of paragraph 11 below;

(ii) **Creation of Single Template or Server Copy.** To create a template or server copy of each EMI Tone, which shall be "uploaded" to and reside on the Server for the sole and exclusive purpose of transmitting or distributing EMI Tones to End-users in accordance with the terms and conditions herein;

(iii) **Sell Copies To End-Users.** To sell Copies of the EMI Tones, on and through the Network, so that an End-user can purchase a Copy of the EMI Tone such that the EMI Tone may be embedded in his or her Wireless Device (it being understood that temporary, transient, non-permanent copies of the EMI Tones incidental to said transmission may be created on the Network, provided (A) no permanent copies of the EMI Tones are stored or cached on the Network except on the Server or on an End-user's Wireless Device and (B) if a security breach in the Network arises, Licensee shall immediately comply with any Publisher request to block access or remove from the Server any EMI Tone so affected);

(iv) **Streaming for Promotional Purposes.** For each EMI Tone, and subject to Licensee securing all necessary public performance licenses (as described in paragraph 8 below), to "stream" up to thirty (30) consecutive seconds of such EMI Tone to prospective End-users in the form of a digital audio transmission for the sole purpose of previewing or demonstrating such EMI Tone to facilitate its purchase, sale, or licensing through the Network in accordance with this Agreement; provided that Licensee shall not sell, lease, transmit, offer, or otherwise provide any EMI Tone streamed in accordance with this paragraph 3(a)(iv) (including any Approved Composition incorporated therein) as a

downloadable file or in any form that would allow any Person to create, store, or retain a copy of all or part thereof.

(b) Restrictions. Notwithstanding any other provision of this Agreement:

(i) This Agreement does not authorize or permit any use or other exploitation of any Composition by Licensee or any third party, except as expressly authorized herein. If any such use or other exploitation is made or permitted by Licensee, this Agreement shall immediately terminate, and all rights and licenses granted to Licensee hereunder shall automatically terminate.

(ii) No license or other rights are granted herein to Licensee or any third party to use any current or future trademarks, service marks, design marks or trade names of or associated with Publisher (such marks and names, collectively, the "EMI Marks"), for any purpose. Licensee may only use the EMI Marks with the prior written approval of Publisher.

(c) With respect to any Approved Composition of which less than one hundred percent (100%) is controlled by Publisher, prior to exercising any of the rights or licenses granted herein in such Approved Composition or any EMI Tone incorporating such Approved Composition, Licensee shall secure all rights and licenses from all applicable co-publisher(s) necessary to exercise, without violating the intellectual property rights or other rights of such co-publisher(s) or any third party, the rights and licenses granted herein.

(d) Nothing contained herein shall grant Licensee the right to use any particular recording of an Approved Composition.

(e) Without limiting any other provision of this Agreement, with respect to any third party rights that are necessary to be obtained by Licensee in connection with any EMI Tone or any recording or performance incorporated into or used to arrange any EMI Tone, Licensee shall be responsible for obtaining such rights at its sole expense.

4. Territory

The "Territory" covered during the Term shall be the United States, its territories and possessions (including Puerto Rico), Canada, Chile, Argentina, Mexico, Uraguay, Columbia, Peru, Paraguay, Venezuela, and Ecuador.

5. Term.

(a) The "Term" of this Agreement is one (1) year, commencing January 15, 2005, and terminating January 14, 2006.

(b) Notwithstanding the foregoing, EMI may terminate the entire grant of rights contained in this Agreement and/or the grant of rights with respect to a particular Approved Website, at any time for any reason upon thirty (30) days prior written notice to Licensee. Promptly thereafter, Licensee shall furnish Publisher with a written confirmation that it has performed any/all takedowns of EMI Tones from the Server necessary to comply with the applicable termination of rights by Publisher.

6. Advance / Royalties

(a) As used herein, "Publisher's Prorata Share" shall mean that proportion of Publisher's ownership of the applicable Composition, as set forth on the Schedule D Addendum.

(b) Licensee shall pay Publisher a non-returnable, non-recoupable "fixing fee" equal to Publisher's Prorata Share of Twenty-Five Dollars ($25.00) for each Composition copied to the Server.

(c) (i) Pursuant to the terms and conditions of paragraph 7 below, Licensee shall pay Publisher for each Copy Sold a royalty equal to Publisher's Prorata Share of:

(A) TEN (10%) percent of the retail selling price of each Copy Sold, with a minimum royalty for each Copy Sold of THIRTEEN ($0.13) Cents with respect to EMI Ringtones; and

(B) TEN (10%) percent of the retail selling price of each Copy Sold, with a minimum royalty for each Copy Sold of TWENTY ($0.20) Cents with respect to EMI Mastertones;

(ii) In the event a recurring fee is charged an End-user to retain a Copy, said charge shall be deemed a royalty-bearing event. For clarity, Licensee shall pay Publisher the applicable royalty pertaining to any Copy each time a recurring payment is made to retain said Copy (or to access said EMI Tone embodied therein) on an End-user's Wireless Device. For purposes of calculating the royalty payable, if applicable, the recurring fee shall be deemed to be the original retail selling price and each time the Copy is thereby retained shall be considered a new "Copy Sold" and a royalty shall thereby be payable.

(iii) In the event a Copy is made to time-out on a Wireless Device and one is made to re-download or otherwise re-acquire said EMI Tone for reasons other than technical failure, said event shall be deemed a royalty-bearing event. For clarity, and notwithstanding the previous sentence, Licensee shall pay Publisher the applicable royalty pertaining to each Copy Sold, irrespective of whether the recipient had previously acquired the same EMI Tone embodied in such Copy Sold.

(iv) In the event a Copy is offered in a form other than individually (e.g., said EMI Tone is made available as part of a bundle or package of wireless content applications, the royalty due in connection with such Copy shall be Publisher's Pro Rata Share of the greater of: (A) TEN (10%) percent of a fraction whose numerator equals the bundle's sale price and whose denominator equals the number of royalty-bearing content applications, or (B) the minimum royalty for each Copy Sold set forth paragraph 6(c)(i) above. By way of example, if Licensee charges $10 for a bundle of eight (8) royalty-bearing content applications (one of which is a Copy), then the royalty applicable to said Copy shall be Publisher's Prorata Share of $0.125, i.e., 10% of ($10 ÷ 8).

(v) In the event a recurring transmission fee, in addition to the original EMI Tone purchase fee, is charged to an End-user each time an End-user hears the EMI Tone (e.g., a Ten Cent ($0.10) recurring transmission fee is charged to an End-user each time he/she hears an EMI Tone), Licensee shall pay Publisher for each such Copy Publisher's Prorata Share of Ten percent (10%) of such transmission fee, in addition to the Royalty otherwise set forth in this paragraph 6.

(d) In the event an Approved Composition is controlled less than one hundred (100%) percent by Publisher or if the Songwriter Agreements require direct payments to certain third parties, upon Publisher's request, Licensee shall make direct payments to such applicable co-publishers or other third parties.

(e) In the event Licensee agrees to (or has agreed to) pay to a co-publisher of an Approved Composition, a publisher of any musical composition or a licensor of any sound recording embodying an Approved Composition used in any Ringtone or Mastertone, compensation or consideration in excess of the compensation or consideration to be paid to Publisher hereunder (collectively, "Excess Compensation"), then effective as of the date of such agreement, Licensee shall immediately pay to Publisher an amount equal to such Excess Compensation and this Agreement shall be deemed amended effective as of the date of such agreement to include such more favorable compensation provision. In the event the Approved Composition is not entirely controlled by Publisher, the Excess Compensation shall be based upon and shall reflect Publisher's Pro Rata Share. Upon request, Licensee shall supply to Publisher copies of all agreements between Licensee and third party licensors by which rights are granted for the use of any sound recording or musical compositions (including Approved Compositions) in Ringtones and/or in Mastertones.

7. Accounting

(a) Together with the payment of all applicable sums due Publisher pursuant to paragraph 6 above, Licensee shall render Publisher accounting statements on a quarterly basis, (which shall be provided electronically, along with a hard paper copy), indicating, on a country-by-country, EMI Tone-by-EMI Tone (including the title, writers' name(s), and applicable Publisher-supplied EMI song code for each Approved Composition), and Approved Website-by-Approved Website basis, the number of Copies Sold or otherwise distributed and/or digitally delivered in each country of the Territory, within forty-five (45) days following the last day of each calendar quarter during which such rights are granted herein, whether or not Licensee sold or otherwise distributed Copies within such quarterly period. In addition, the accounting statement shall indicate, with respect to each Copy Sold, the retail selling price therefor, whether said Copy Sold was the result of a first-time transmission or a repeat transmission/recurring charge, and any other information necessary to determine how the applicable royalty for each Copy Sold was calculated.

(b) In addition to providing quarterly accounting statements, Licensee shall, within ninety (90) days of the Effective Date, provide Publisher, upon request, with online, real-time access to the Server in order to permit the accurate identification, tracking and verification of copies of all EMI Tones, and any other data item to be enumerated on accounting statements pursuant to subparagraph (a) above.

(c) Licensee agrees to keep and maintain true and accurate records and books of account in connection with the sale of Copies and all transactions related thereto or otherwise contemplated under this Agreement, and shall retain all such records and books for a period of not less than four (4) years following the termination of this Agreement. Publisher, by its designated representative, shall have the right, upon reasonable written notice, and during normal office hours, to examine the books and records of Licensee, at Licensee's regular place of business where the books and records are maintained, as the same pertain to the subject matter of this Agreement and to make copies and extracts thereof. Licensee shall cooperate with Publisher's representative to assist them in understanding all such material. If, as a result of any audit, it is determined that Licensee has understated the royalties due to Publisher, Licensee shall immediately pay to Publisher the amount of such underpayment. If, as a result of any audit, it is determined that Licensee has understated the royalties due to Publisher by ten (10%) percent or more, Licensee shall pay to Publisher the amount by which royalties have been understated and shall reimburse Publisher for the cost of the audit.

(d) All checks shall be in United States Dollars, shall be made payable to EMI Music Publishing and unless Publisher notifies otherwise, shall be sent to the address indicated in paragraph 15 below. All accountings and payments must be received by Publisher on the date such payment and statement are due, according to the terms of this Agreement, time being of the essence hereof. No payments shall be diminished or reduced in any manner for any reason, including without limitation, any withholdings, currency restrictions, exchanges or taxes. Upon written request, Publisher shall provide Licensee with a current W-9 form for each music publishing catalog receiving payment.

(e) It is understood and agreed that there shall be no "free" or "bonus goods" of the EMI Tones, as such term is understood in the industry, i.e., all Copies Sold, distributed, transmitted, or delivered, regardless of price, shall bear a full royalty hereunder.

(f) Without limiting Publisher's rights and remedies hereunder, at law or in equity: (i) past-due payments are subject to and to be accompanied by payment of interest thereon at the prime rate as established on the due date by The Bank of New York plus two (2%) percent compounded daily and computed from the date(s) upon which each such payment(s) first became due until the date(s) upon which each such payment(s) is remitted to Publisher; and (ii) Licensee shall reimburse Publisher, within five (5) days from receipt of its invoice, for Publisher's reasonable attorney's fees and costs arising out of the occurrence of any Default Event (as defined in paragraph 14), including, without limitation, any failure by Licensee timely to render statements and account to Publisher with respect to royalties which accrue to Publisher in connection with Licensee's exploitation of its rights pursuant to the applicable provisions hereof.

8. No Performance Right Grant

(a) No right of public performance is granted under this Agreement, such right being licensed by the American Society of Composers, Authors and Publishers ("ASCAP") and Broadcast Music Inc.

("BMI") in and for the United States, and the Society of Composers, Authors and Music Publishers ("SOCAN") in and for Canada, and SESAC, as applicable.

(b) Any public performance of an Approved Composition as embodied in an EMI Tone, including without limitation pursuant to paragraph 3(a)(iv) above, not otherwise licensed by ASCAP and/or BMI, SOCAN, and/or SESAC, as applicable, shall be licensed by Licensee from Publisher or from Publisher's authorized agent. If said license is to be secured from Publisher, Publisher agrees to negotiate in good faith and the issuance of such license shall be in accordance with the customary industry practices and fees.

9. Restrictions and Reservations of Rights

(a) This Agreement does not authorize or permit any use of a Composition not expressly set forth herein and does not include the right to alter the fundamental character of the music of an Composition, and, specifically, the terms of this Agreement are limited to the use of each Approved Composition only as originally fixed in the EMI Tone. Publisher reserves all rights not expressly granted to Licensee hereunder. All rights granted hereunder are granted on a non-exclusive basis.

(b) No Composition may be used in a dramatic fashion, as such term is understood in the industry, or in any manner which could be considered in bad taste or offensive; i.e. each Approved Composition shall be used with regard to social convention and decency so as not to bring such Composition, the composers thereof, or Publisher into public disrepute or reflect adversely on the Composition, the composers thereof, or Publisher. No individual Composition may be used in connection with any product, any service, or in the branding, marketing, advertising or promotion of any product, service or event.

(c) Without limiting the force and effect of the foregoing, and without intending to provide an exhaustive list of prohibitive acts, this Agreement does not include the rights to: (i) rent or lease an EMI Tone; (ii) sell or otherwise distribute EMI Tones except for the personal use of individual Wireless Device owners; (iii) parody the music or lyrics of an Approved Composition; (iv) make, sell or distribute phonorecords of an Approved Composition; (v) utilize a sound recording and/or audiovisual master(s) not owned or separately licensed by Licensee; (vi) synchronize (or authorize others to synchronize) any Approved Compositions with visual images or events or include any Approved Composition in any audio-visual work, including without limitation in commercials or games; (vii) use the title of an Approved Composition except for factual and/or descriptive purposes for identifying the EMI Tones available to for purchase; (viii) use any Composition that is not a Approved Composition in any way; or (ix) use an Approved Composition on any broadcast/cablecast or on-line services (whether viewable in real time or downloadable) not specifically enumerated in this Agreement, or on any interactive program, platform, media or storage device, or any promotional use not specifically enumerated herein. Any occurrence of the above-noted items by Licensee or authorized by Licensee shall render all aspects of the Agreement immediately null and void and this Agreement shall terminate.

(d) Except for listing on the Network the composers' names for factual and/or descriptive purposes for identifying the EMI Tones available for purchase, no right whatsoever is being granted hereunder to use or authorize other Persons to use the names (including any professional names, previously, now or hereafter used), facsimile signatures, voices, likenesses or biographical material of, concerning, or regarding any of the composers of a Composition for any purpose whatsoever, including, without limitation, for purposes of exploitation of an EMI Tone on the Network. In no event shall a name of a composer of a Composition be featured more or less prominently than any other composer's name.

10. Warranties and Representations/Indemnity

(a) Publisher warrants only that it has the legal right, power and authority to grant this license and this license is given and accepted without any other warranty or recourse. Publisher hereby agrees to indemnify and hold harmless Licensee and its respective officers, directors, agents, and employees (hereinafter, the "Indemnitees") from and against any and all liabilities, damages, costs, charges, recoveries, judgments, penalties, expenses or losses of whatsoever kind or nature, actually incurred by the Indemnitees (including reasonable attorneys' fees and disbursements) which may be obtained against, imposed upon or suffered by the Indemnitees or any of them, by reason of any breach by Publisher of any of its warranties or representations hereunder. In no event shall the total liability of Publisher in connection with the rights granted for each Approved Composition licensed hereunder exceed the consideration received by Publisher in connection with the licensing of said Approved Composition. Licensee will give Publisher prompt notice of any claim and Publisher will have the right to assume the defense thereof at Publisher's expense.

(b) Licensee represents and warrants that:

(i) there are no actions, suits, proceedings, agreements or other impediments, actual or threatened, which would prevent or impair it from performing its duties and obligations hereunder; and

(ii) it is fully empowered to enter into this Agreement and to perform its duties and obligations hereunder, that it is and shall at all times remain possessed of all rights necessary for it to completely fulfill all of its material obligations hereunder, and that its entering into this Agreement and fulfilling such obligations (including but not limited to maintenance of the Network) does not and shall not infringe upon the rights of any Person whatsoever.

(c) Licensee further represents and warrants that it shall obtain or secure (and maintain during the Term) all necessary and required licenses concerning:

(i) intellectual properties furnished or selected by Licensee and contained in any materials used in connection with the marketing, sale or distribution of Ringtones as authorized hereunder, including without limitation name and likeness rights, and that said materials shall not violate or infringe upon the rights of any third party, including without limitation intellectual property rights and/or rights of privacy and publicity; and

(ii) intellectual properties furnished or selected by Licensee and contained in an EMI Tone not licensed hereunder including that portion of the music publishing rights in and to each Approved Composition not controlled by Publisher; and that said materials shall not violate or infringe upon the rights of any third party, including without limitation intellectual property rights and/or rights of privacy and publicity.

(d) Licensee agrees to fully indemnify Publisher and hold Publisher (and its officers, directors, and employees) harmless of and from any and all liabilities, claims, causes of actions, damages, interest, charges, recoveries, judgments, penalties, expenses or losses of whatsoever kind of nature, (including without limitation, legal expenses and counsel fees and disbursements) of any kind whatsoever which may be occasioned, suffered or incurred by Publisher, either directly or indirectly, in whole or in part, resulting from or in connection with any breach or threatened breach by Licensee of any of the terms, covenants, representations and warranties contained herein, and/or any claim by any Person inconsistent with any of the representations, warranties and covenants hereunder. In addition, Licensee will reimburse Publisher on demand for any payment made at any time after the date hereof for any liability or claim to which this clause relates that has resulted in a judgment against Publisher or which has been settled with the written consent of Licensee (which consent shall not unreasonably be withheld). Publisher will give Licensee prompt notice of any claim and Licensee will have the right to assume the defense thereof at Licensee's expense.

11. <u>Arrangements/Copies</u>

Any arrangement(s) which Licensee shall cause to be made of an Approved Composition in the creation of an EMI Tone shall be made at Licensee's own expense and shall be created only as the result of employment-for-hire and such arrangement shall be "Work Made For Hire" for Publisher, as such term is used in the United States Copyright Law. Licensee hereby sells, assigns and transfers any such arrangement(s) and all right title and interest in and to each such arrangement to Publisher and the worldwide copyright and renewals and extensions of copyright therein. Licensee warrants and represents that all Persons rendering services in connection with the creation of EMI Tones shall have executed, prior to the commencement of creation of any EMI Tone to which such Persons have contributed, written agreement(s), in full compliance with the laws of the United States and other countries, stating that those EMI Tones and any arrangements on which such EMI Tones are based, are considered a work made for hire for Publisher and irrevocably assigning all such Person's rights throughout the Territory in perpetuity, including without limitation copyrights, in those EMI Tones and other materials to Publisher. Upon Publisher's request, Licensee will cause to be executed and delivered to Publisher all assignments and transfers of ownership of copyright (including without limitation all copyright registrations and applications, and all renewals and extensions thereof) in the EMI Tones and any arrangements on which such EMI Tones are based, and any other documents as Publisher may deem necessary or appropriate to vest in Publisher the rights granted to Publisher in this Agreement. Neither Licensee nor any arranger shall be entitled to authorship credit or status as a collaborator or any remuneration by way of royalty or otherwise from the authors of such Approved Composition or from Publisher or any of Publisher's designated agents. No arrangement shall change the basic melody of any Approved Composition.

(b) Licensee shall enable Publisher freely and without charge or expense to receive EMI Tones to ensure Licensee's adherence with and to the terms and conditions of this Agreement. Any such receipt by Publisher will not constitute a Copy and will not be deemed a royalty-bearing event.

12. **Ownership**

Except as expressly permitted in this Agreement, Licensee shall not at any time, directly or indirectly, license, transfer, assign, sell or otherwise dispose of, pledge, mortgage or in any way encumber any Composition or any interest of any kind therein, and/or any right or license granted hereunder and any such purported license, transfer, assignment, sale, disposal, pledge, mortgage or encumbrance shall be void and of no effect.

13. **No Partnership**

Nothing herein contained shall create any association, partnership, joint venture or relationship of principal and agent between the parties hereto; it being understood that the parties hereto are, with respect to each other, independent contractors, and neither party shall have any authority to bind the other or the other's representatives in any way and shall not hold itself out to any Person as having authority.

14. **Event of Default/Cure**

(a) As used herein, the term "Event of Default" shall mean any of the following events: (i) Licensee's failure or inability to fulfill any of its material obligations hereunder for any reason; (ii) Licensee's dissolution or the liquidation of any substantial portion of its assets; (iii) the filing by or against Licensee of a petition for liquidation or reorganization or the commencement of an action against it under any applicable bankruptcy or insolvency legislation as now or hereafter in effect or under any similar statute relating to liquidation or reorganization or Licensee's consenting to any of the foregoing; (iv) the appointment of a trustee, receiver, custodian or similar appointee for Licensee for any of its property or Licensee consenting to any such appointment; (v) Licensee's making of an assignment for the benefit of creditors; (vi) Licensee becoming insolvent; (vii) Licensee's failure to pay, or admission in writing of its inability to pay, its debts as they come due; (viii) Licensee's receipt of a "going concern" notification or

similar qualification; (ix) a reduction of ten percent (10%) or more in Licensee's workforce; (x) Licensee's report of a quarterly loss for four (4) consecutive quarters; or (xi) any action by Licensee which jeopardizes any material right or remedy of Publisher hereunder. In the event that any of the matters described in this paragraph 14(a) occurs, Licensee shall provide prompt written notice thereof to Publisher.

(b) Without limiting or affecting the rights or remedies which Publisher may have under this Agreement or at law or equity, with respect to Licensee's obligations under this Agreement, it is agreed that if an Event of Default occurs or in the event of a breach on the part of Licensee, Publisher may notify Licensee in writing of such default or breach and Licensee shall have ten (10) business days from receipt of such notice in which to cure such Event of Default or breach. If such breach or Event of Default is not curable or is not cured within said ten (10) business day period, this Agreement shall automatically terminate and Licensee shall be deemed to have automatically and irrevocably assigned and transferred to Publisher, without further consideration, all right, title and interest in and to all EMI Tones (including the master recordings created by Licensee not otherwise owned by co-publishers or record companies), to the extent that such rights and interests have not already been assigned to or vested in Publisher; provided, however, that with respect to any breach or default concerning the payment of any monies whatsoever, this Agreement shall automatically terminate and the aforesaid assignment and vesting shall occur if such particular breach is not remedied within five (5) business days from the date of the notice. Publisher, in the event of any automatic termination under this paragraph and without prejudice to any other rights and remedies, shall have rights and remedies for copyright infringement, including injunctive relief.

(c) The termination of this Agreement pursuant to this paragraph shall render the further exploitation of an EMI Tone actionable as an act of copyright infringement fully subject to the remedies provided by the Copyright Act, Title 17, of the United States Code, together with other legal and equitable remedies available to Publisher.

15. Notices

Any and all notices, consents, approvals, demands, other communications and payments hereunder shall be hand delivered or sent by certified mail, return receipt requested, at the address below (or at such other address hereafter designated by either party in writing) as follows:

To Publisher: EMI Music Publishing
810 Seventh Avenue
New York, New York 10019
Attention: Susan Schwartz

To Licensee: As set forth in the heading of this Agreement.

Any notice shall be deemed complete when the same (containing whatever information may be required hereunder) is deposited in any mail box properly addressed and sent as aforesaid, except that: (a) all materials personally delivered shall be deemed served when actually received by the party to whom addressed; (b) air express materials shall be deemed served on the day of delivery to the air express company; (c) notices of change of address shall be effective only from the date of receipt; and (d) royalty statements may be sent by regular mail and shall be deemed rendered when actually received by Publisher.

16. Governing Law

This Agreement has been entered into and delivered in the State of New York and the validity, interpretation and legal effect of this Agreement shall be governed by and construed in accordance with the internal laws of the State of New York applicable to contracts entered into and performed entirely

within the State of New York. Only the New York courts (state and federal) will have jurisdiction over any controversies regarding this Agreement, and the transactions contemplated by this Agreement; any action or other proceeding which involves such a controversy will be brought in those courts, in New York County, and not elsewhere. Licensee hereby irrevocably submits to the jurisdiction of the New York courts (state and federal) in any such action or proceeding and irrevocably waives any right to contest the jurisdiction (in rem or in personam) or power or decision of that court within or without the United States other than appropriate appellate courts having jurisdiction over appeals from such court(s). Licensee also irrevocably waives any defense of inconvenient forum to the maintenance of any such action or proceeding. Any process in any action or proceeding may, among other methods, be served upon Licensee by delivering or mailing it in accordance with paragraph 15. Any such delivery or mail service shall be deemed to have the same force and effect as personal service within the State of New York.

17. **Assignment; Change of Control**

This Agreement, and the rights, opportunities and obligations created pursuant to this Agreement, are not assignable or transferable in any manner by Licensee, nor shall Licensee sublicense or delegate any of its rights or obligations without the prior written consent of Publisher, not to be unreasonably withheld. EMI may assign this Agreement and any of its rights hereunder in whole or in part to any Person which controls, which is controlled by, or which is under common control with, EMI and/or each such Publisher or which is in partnership with EMI and/or each such Publisher; and/or to any parent, affiliated or subsidiary company or corporation, or to a Person owning, or acquiring, all or a substantial part of EMI and/or each such Publisher's stock and/or assets or with whom EMI and/or each such Publisher may merge or be merged, in which case Licensee shall not be released from its obligations hereunder.

18. **Confidentiality; Publicity**

Licensee and EMI agree that all information with respect to this Agreement, whether furnished by EMI to Licensee or otherwise acquired by Licensee in the course of business with EMI, shall be kept confidential. Such information shall not be disclosed at any time to any Person except to the extent required by an order of a court or other tribunal having jurisdiction or pursuant to rules and regulations of a governmental body. Notwithstanding the foregoing, the parties acknowledge and agree that in certain situations, such as where copublishers of an Approved Composition, publishers of other compositions and/or master owners require a favored nations provision, the information contained in this Agreement may have to be divulged with respect to monies payable and rights granted. Licensee and EMI may not use the other party's name in news releases, articles, brochures and marketing and/or promotional materials, without the other party's prior written approval.

19. **Entire Agreement**

(a) This Agreement sets forth the entire understanding between the parties hereto with respect to the subject matter hereof, and merges and extinguishes all prior understandings, negotiations, and agreements. No amendment to or modification, waiver, termination, or discharge of this Agreement or of any provision hereof shall be binding unless confirmed by a written instrument duly executed by the party to be charged therewith. Any process in any action, suit, or proceeding arising out of or relating to this Agreement may, among other methods, be served upon the applicable party by delivering it or mailing it in accordance with paragraph 15 above. No waiver of any provision of or default under this Agreement shall affect the right of either party thereafter to enforce such provision or to exercise any right or remedy in the event of any other default, whether or not similar.

(b) If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the

part of this Agreement thus invalidated or declared unenforceable is not essential to the intended operation of this Agreement.

20. **Miscellaneous**

This Agreement shall apply for the Term hereof only, and shall not be binding upon or prejudicial to any position taken by Publisher or Licensee for any period subsequent to the Term of this Agreement. The captions of paragraphs contained in this Agreement are for reference only and are not to be construed in any way as a part of the Agreement. This Agreement shall not become effective until executed by all proposed parties hereto.

IN WITNESS WHEREOF, the parties have caused the foregoing to be executed as of the date first above written.

EMI Music Publishing

By: _____
Publisher

Mobile Streams, Inc.

By: _____
Licensee

SCHEDULE A

(List of Publishing Catalogs)

AVON GATE MUSIC INC. (BMI)
BARHAM BOULEVARD MUSIC, INC. (BMI)
BEECHWOOD MUSIC CORP. (BMI)
BURBANK PLAZA MUSIC, INC. (ASCAP)
CARWIN MUSIC INC. (ASCAP)
COLGEMS-EMI MUSIC INC. (ASCAP)
COMBINE MUSIC CORP. (BMI)
EMI AFFILIATED CATALOG INC. (BMI)
EMI AL GALLICO MUSIC CORP. (BMI)
EMI ALGEE MUSIC CORP. (BMI)
EMI APRIL MUSIC INC. (ASCAP)
EMI BELFAST MUSIC, INC. (BMI)
EMI BMPC CORP. (ASCAP)
EMI BLACKWOOD MUSIC INC. (BMI)
EMI BRILLIG MUSIC, INC. (ASCAP)
EMI DUCE MUSIC, INC. (ASCAP)
EMI EASY LISTENING MUSIC CORP. (ASCAP)
EMI FEIST CATALOG INC. (ASCAP)
EMI FULL KEEL MUSIC (ASCAP)
EMI GOLD HORIZON MUSIC CORP. (BMI)
EMI GOLDEN TORCH MUSIC CORP. (ASCAP)
EMI GROVE PARK MUSIC, INC. (BMI)
EMI HASTINGS CATALOG INC. (BMI)
EMI INTERTRAX MUSIC INC. (BMI)
EMI JEMAXAL MUSIC INC. (ASCAP)
EMI LONGITUDE MUSIC (BMI)
EMI MILLER CATALOG INC. (ASCAP)
EMI MILLS MUSIC, INC. (ASCAP)
EMI MOGULL, INC. (ASCAP)
EMI NORBUD MUSIC, INC. (BMI)
EMI NTM HOLDINGS, INC. (ASCAP)
EMI PST HOLDINGS, INC. (ASCAP)
EMI ROBBINS CATALOG INC. (ASCAP)
EMI SOSAHA MUSIC INC. (BMI)
EMI SLITHY SONGS, INC. (BMI)
EMI TSM HOLDINGS, INC. (BMI)
EMI U CATALOG INC. (ASCAP)
EMI UNART CATALOG INC. (BMI)
EMI VARIETY CATALOG INC. (ASCAP)
EMI VINE MUSIC, INC. (BMI)
EMI VIRGIN MUSIC, INC. (ASCAP)
EMI VIRGIN SONGS, INC. (BMI)
EMI WATERFORD MUSIC, INC. (ASCAP)
EMI WORLDTRAX MUSIC INC. (ASCAP)
FORAY MUSIC (SESAC)
GLENWOOD MUSIC CORP. (ASCAP)
JOBETE MUSIC CO., INC. (ASCAP)
NEW TANDEM MUSIC, INC. (ASCAP)
SCREEN GEMS-EMI MUSIC INC. (BMI)
STONE DIAMOND MUSIC CORPORATION (BMI)
TRIPLE STAR MUSIC, INC. (BMI)

SCHEDULE B

(List of Approved Compositions)

SCHEDULE C

(pursuant to paragraph 1(o))

ADDENDUM OF RIGHTS

ADDENDUM to the Agreement dated January 15, 2005 by and between EMI Music Publishing and Mobile Streams, Inc. (the "Agreement"). Upon the full execution of this Addendum by the parties hereto, the following additional Website(s) is/are deemed Approved Website(s), and thus part of the Network, effective as of the date set forth below:

1. The URL(s) of the Website(s) proposed for approval pursuant to this Addendum, and the date on which EMI Tones first shall be marketed thereon, is/are:

http://www._____.com Date: _____

2. All terms not defined herein shall have the same meaning given them in the Agreement. Except as expressly or by necessary implication modified hereby, the terms and conditions of the Agreement remain in full force and effect, and are hereby ratified and confirmed without limitation or exception.

IN WITNESS WHEREOF, the parties have caused the foregoing ADDENDUM to be executed as of this _____ day of _____, 200_.

EMI Music Publishing

By: _____
Publisher

Mobile Streams, Inc.

By: _____
Licensee

SCHEDULE D

(pursuant to paragraph 2(b))

ADDENDUM OF RIGHTS

ADDENDUM to the Agreement dated January 15, 2005, by and between EMI Music Publishing and Mobile Streams, Inc. (the "Agreement"). Upon the full execution of this Addendum by the parties hereto, the following listed Composition(s) are deemed Approved Composition(s) under the Agreement, effective as of the date set forth below:

1. The Composition(s) subject to this Addendum is/are:

["TITLE"] composed by ["WRITER(S)" (%)].

2. The Territory shall be as per the Agreement, [excluding, in the case of the Composition entitled _____, the country(ies) of _____.]

3. All terms not defined herein shall have the same meaning given them in the Agreement. Except as expressly or by necessary implication modified hereby, the terms and conditions of the Agreement remain in full force and effect, and are hereby ratified and confirmed without limitation or exception.

IN WITNESS WHEREOF, the parties have caused the foregoing ADDENDUM to be executed as of this _____ day of _____, 200_.

EMI Music Publishing

By: _____
Publisher

Mobile Streams, Inc.

By: _____
Licensee

Ringtone License

THIS AGREEMENT (the "Agreement") is made as of April 12, 2005 ("Effective Date"), by and between USArtPhone Inc., 745 Fifth Avenue, Suite 1400, New York, NY 10151 ("Licensee"), and EMI Music Publishing, 810 Seventh Avenue, New York, New York 10019 ("EMI", "Publisher"). All capitalized terms in this Agreement are defined in paragraph 1 below, unless otherwise indicated.

WHEREAS, EMI is actively engaged in the business of music publishing and controls the music publishing rights to certain Compositions which are contained in the music publishing catalogs listed on Schedule A, attached hereto and made a part hereof; and

WHEREAS, Licensee desires to obtain and Publisher desires to grant a license to arrange and record one or more Approved Composition(s) for the sole purpose of creating EMI Ringtones that may be distributed whereby an end-user can receive a copy of the EMI Ringtone into a Wireless Device ("Licensee's Service"), solely in the manner provided herein and in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. Definitions

As used in this Agreement, the following terms will have the meanings set forth below:

(a) "Approved Channel(s)" means a pre-approved Website or other promotional media format channel (e.g. print ads) approved by Publisher in its sole discretion from which Licensee intends to advertise and market the sale of EMI Ringtones. In the event Licensee desires a Website or other channel to become an Approved Channel, prior to such Website or channel's use or promotion of a Composition, Licensee shall complete, execute and submit to Publisher two (2) copies of an Addendum in the form set forth in Schedule C, and if Publisher returns to Licensee a counter-executed copy of the Addendum (which Publisher may elect to do in its sole discretion), said Website or channel shall be deemed an Approved Channel. Licensee shall reasonably cooperate with respect to Publisher's further inquiries concerning any Website(s) or channel(s) proposed by Licensee, including without limitation, the nature of business conducted on said Website(s) or channel(s) and by the Person(s) owning and operating or directing the operation of such Website(s) or channel(s), and the accounting and reporting procedures in place between Licensee and (i) the Person(s) owning and operating or directing the proposed Approved Channels or (ii) a Peron(s) having an agreement with the Person(s) owning and operating or directing the proposed Approved Channels. The parties acknowledge that as of the date of this Agreement, Licensee is not enabling transmission of the EMI Ringtones through Website(s) but strictly through SMS transmission advertised via magazine advertisements. The parties acknowledge that as of the date of the Agreement, publications of Hearst Magazines, a Division of the Hearst Corporation, are Approved Channels.

(b) "Composition" means a musical composition which is owned and/or controlled in whole or in part by Publisher, and which is made available, in Publisher's discretion and subject to Publisher's written approval, to Licensee subject to the terms and conditions set forth in this Agreement and subject to any restrictions imposed by Publisher or by any Songwriter Agreements; provided that with respect to any Composition which is or may be owned or controlled by Publisher only in part, the term "Composition" shall refer only to that portion of the musical composition owned or controlled by Publisher. "Approved Composition" means a Composition which, pursuant to paragraph 2 below, has been approved by Publisher as an Approved Composition available for use by Licensee in accordance with the terms and conditions of this Agreement.

(c) "Copy," means a digital transmission(s) or electronic distribution(s) of a single Approved Composition contained in an EMI Ringtone to an end-user.

(d) "Copies Sold" and "sales" mean one hundred (100%) percent of those Copies digitally transmitted or otherwise electronically distributed to end-users (including without limitation to an end-user's Wireless Device).

(e) "Dollars" and "Cents" mean United States Dollars and Cents.

(f) "EMI Ringtone" means a Ringtone that features the digital transmission of an Approved Composition, the length of which shall not exceed sixty (60) consecutive seconds, solely in connection with Licensee's Service and in accordance with the terms and conditions of this Agreement.

(g) "end-user" means a Wireless Device owner, user, or customer who legally procures from Licensee the sale or distribution of an EMI Ringtone, for that period of time only during which such transmission right has been legally procured.

(h) "Network" means Approved Channels on which EMI Ringtones will be made available to end-users, as served from and through the Server, via a range of service channels including Internet, cable, satellite, web, WAP, SMS, or cellular transmission. Licensee at all times shall institute security measures with respect to all aspects of its Network(s) that: (i) prevent any EMI Ringtones or any underlying Authorized Composition from being copied, played, distributed, transmitted, performed, used or exploited, in whole or in part, in any format or by any means other than in the format and by the means permitted by Publisher hereunder; (ii) prevent unauthorized reproduction and distribution of all EMI Ringtones and any underlying Authorized Compositions; (iii) are sufficient, as determined by Publisher, to track and enforce the use limitations and other restrictions described in this Agreement; and (iv) meet or exceed current industry standards as they exist from time to time for the licensed delivery of music via digital transmission (including, without limitation, anti-virus, firewall, password, and anti-hacking protections).

(i) "Person" means any individual, corporation, partnership, association or other organized group or combination of any or all of the foregoing, and their legal successors or representatives.

(j) "Ringtone" means any data that resides or is stored in (whether temporarily or permanently), or which is transmitted to, a Wireless Device, which data causes a predetermined instrumental melodic sequence of a musical composition to be reproduced, performed, and/or played for purposes of announcing an incoming call, message, or other event or occurrence on such Wireless Device. For the avoidance of doubt, "Ringtone" shall not include (and this Agreement shall not be deemed to grant Licensee any rights to use Compositions in or as), Inter alia, Ringbacks or Ringback tones, and/or data that: (i) embodies a master sound recording of the Composition (as may be licensed by a record company or other third party), or (ii) embodies vocal and/or human instrumental performances (e.g., so-called "mastertones" or "trutones"), or (iii) embodies any visual or audiovisual element (e.g., so-called "enhanced" ringtones).

(k) "Ringbacks" or "Ringback tones" means the distribution or transmission of a musical composition to a Wireless Device or telephone for the purpose of notifying a caller that the call recipient is being alerted to the incoming call.

(l) "Server" means Internet servers owned, controlled or leased by Licensee which shall be located within the Territory, on which templates of the EMI Ringtones licensed hereunder will exclusively reside, and from which the EMI Ringtones will be digitally transmitted or distributed to end-users through the Network. For purposes of clarification, no EMI Ringtone shall be offered for sale through an Approved Channel and permanently stored in an end-user's Wireless Device without first being transmitted from and through the Server.

(m) "Songwriter Agreement(s)" shall mean those agreements pursuant to which Publisher has acquired rights with respect to any Composition.

(n) "Term" has the meaning set forth in paragraph 5(a) below.

(o) "Territory" has the meaning set forth in paragraph 4 below.

(p) "Website" means a collection of interconnected hypertext markup language documents accessible at a single Universal Resource Locator ("URL") via the World Wide Web, owned and operated by the same Person or at the sole direction of such Person.

(p) "Wireless Device" means a mobile telephone or a hybrid handheld wireless device that incorporates the telephony or messaging function of a mobile telephone and that operates on a wireless communications network regulated by the U.S. Federal Communications Commission in accordance with its rules and regulations governing commercial mobile radio services. Wireless Devices do not include, without limitation, toys, or games.

(q) Each other expression used herein, unless herein separately defined, shall have the meaning commonly understood in the music publishing industry.

2. Supply of Compositions

(a) The Compositions listed on Schedule B hereto (hereby incorporated herein by this reference) as of the Effective Date are deemed to be Approved Compositions for purposes of this Agreement. From time to time during the Term, Schedule B may be amended by Publisher in its discretion, in which event Publisher shall provide Licensee with a written copy of such revised Schedule B, and upon Licensee's receipt of such revised Schedule B, the Compositions listed on such revised Schedule B shall be deemed to be Approved Compositions for purposes of this Agreement (and to the extent that any Approved Compositions from an earlier version of Schedule B are not listed on such revised Schedule B, such Compositions shall no longer be deemed to be Approved Compositions for purposes of this Agreement). Publisher will use reasonable efforts to clearly indicate for Licensee any additions, deletions and/or corrections to the list of Compositions set forth in any revised Schedule B that is provided to Licensee. Licensee hereby agrees to offer not less than fifty (50) EMI Ringtones during the Term.

(b) Following the execution of this Agreement and throughout the Term, Licensee may seek Publisher's approval of Compositions that do not appear on Schedule B for use as Approved Compositions for purposes of the creation and transmission of EMI Ringtones. In such event, Licensee shall notify Publisher in writing of said requested Compositions. If Publisher agrees to consider the approval of such requested Composition(s), it shall provide written notice thereof to Licensee who shall complete, execute and submit to Publisher two (2) copies of an Addendum in the form set forth in Schedule D, and if Publisher returns to Licensee a counter-executed copy of the Addendum (which Publisher may elect to do in its sole discretion), the Compositions set forth in such Addendum shall be deemed Approved Compositions for purposes of this Agreement and the then-current version of Schedule B shall be deemed amended to include such Approved Compositions.

(c) Publisher reserves the right, in its sole discretion, to refuse to approve any Composition(s) for use as Approved Composition(s). For purposes of example, but without limitation, except as otherwise expressly provided by Publisher, as of the Effective Date and throughout the Term, Compositions written in whole or in part by Tracy Chapman, John Lennon, Jeff Lynne, James Taylor, and Stevie Wonder, and the members of the recording artists known as Aerosmith, Foo Fighters, Nirvana, Red Hot Chili Peppers, Tool, the Mars Volta, A Perfect Circle and Savage Garden, and the Composition "You've Got A Friend" (King) are not, and shall not become, Approved Compositions.

(d) Notwithstanding anything to the contrary contained in this Agreement, Licensee shall remove any EMI Ringtone(s) from the Network(s) within seven (7) business days after Licensee's receipt of notice from Publisher requesting such removal, and as of the end of such seven (7) business day period, and thereafter throughout the Term, Licensee shall not sell, transmit, or otherwise use or exploit such EMI Ringtone(s), and shall not permit third parties to do any of the foregoing, for any purpose without Publisher's prior written consent.

3. Grant of Rights

(a) License Grant to Licensee. Subject to the terms and conditions of this Agreement and provided that Licensee has fully complied with such terms and conditions, Publisher hereby grants to Licensee the following non-exclusive, non-transferable limited rights solely during the Term and solely in the Territory:

(i) Arrangement and Recording. For each Approved Composition, to arrange and record at Licensee's sole expense (or to have a third party arrange and record at Licensee's sole expense), one (1) excerpt of such Approved Composition, comprising up to thirty (30) consecutive seconds of such Approved Composition, for use solely in connection with the creation of an EMI Ringtone based on such excerpt; provided that (A) each EMI Ringtone shall only contain elements of one (1) Approved Composition (for purposes of example only, an EMI Ringtone may not include portions of two (2) or more separate Approved Compositions); (B) the Approved Composition excerpt used to create an EMI Ringtone shall be a single, continuous excerpt (for purposes of example only, such excerpt may not comprise the first ten (10) seconds and the last twenty (20) seconds of such Approved Composition); (C) no arrangement created in accordance with this paragraph 3(a)(i) shall change the basic melody or fundamental character of an Approved Composition (other than as necessarily resulting from limiting the excerpt of such Approved Composition to thirty (30) consecutive seconds); and (D) all arrangements created in accordance with this paragraph 3(a)(i) shall be subject to the provisions of paragraph 11 below;

(ii) Creation of Single Template or Server Copy. To create (or have a third party create) a template or server copy of each EMI Ringtone, which shall be "uploaded" to and reside on the Server for the sole and exclusive purpose of transmitting or distributing EMI Ringtones to end-users in accordance with the terms and conditions herein;

(iii) Sell Copies To End-Users. To sell Copies of the EMI Ringtones, on and through the Network, so that an end-user can purchase a Copy of the EMI Ringtone such that the EMI Ringtone may be embedded in his or her Wireless Device (it being understood that temporary, transient, non-permanent copies of the EMI Ringtones incidental to said transmission may be created on the Network, provided (A) no permanent copies of the EMI Ringtones are stored or cached on the Network except on the Server or on an end-user's Wireless Device and (B) if a security breach in the Network arises, Licensee shall immediately comply with any Publisher request to block access or remove from the Server any EMI Ringtone so affected);

(iv) Streaming for Promotional Purposes. For each EMI Ringtone, and subject to Licensee securing all necessary public performance licenses (as described in paragraph 8 below), to "stream" up to sixty (60) consecutive seconds of such EMI Ringtone to Subscribers in the form of a digital audio transmission for the sole purpose of previewing or demonstrating such EMI Ringtone to facilitate its purchase, sale, or licensing through the Network in accordance with this Agreement; provided that Licensee shall not sell, lease, transmit, offer, or otherwise provide any EMI Ringtone streamed in accordance with this paragraph 3(a)(iv) (including any Approved Composition incorporated therein) as a downloadable file or in any form that would allow any subscriber, caller, or other third party to create, store, or retain a copy of all or part thereof.

(b) Restrictions. Notwithstanding any other provision of this Agreement:

(i) This Agreement does not authorize or permit any use or other exploitation of any Composition by Licensee or any third party, except as expressly authorized herein. If any such use or other exploitation is made or permitted by Licensee, this Agreement shall immediately terminate, and all rights and licenses granted to Licensee hereunder shall automatically terminate.

(ii) No license or other rights are granted herein to Licensee or any third party to use any current or future trademarks, service marks, design marks or trade names of or associated with Publisher (such marks and names, collectively, the "EMI Marks"), for any purpose. Licensee may only use the EMI Marks with the prior written approval of Publisher.

(c) With respect to any Approved Composition of which less than one hundred percent (100%) is controlled by Publisher, prior to exercising any of the rights or licenses granted herein in such Approved Composition or any EMI Ringtone incorporating such Approved Composition, Licensee shall secure all rights and licenses from all applicable co-publisher(s) necessary to exercise, without violating the intellectual property rights or other rights of such co-publisher(s) or any third party, the rights and licenses granted herein.

(d) Nothing contained herein shall grant Licensee the right to use any particular recording of an Approved Composition.

(e) Without limiting any other provision of this Agreement, with respect to any third party rights that are necessary to be obtained by Licensee in connection with any EMI Ringtone or any recording or performance incorporated into or used to arrange any EMI Ringtone, Licensee shall be responsible for obtaining such rights at its sole expense.

4. Territory

The "Territory" covered during the Term shall be the United States, its territories and possessions, and Canada.

5. Term

(a) The "Term" of this Agreement shall be one (1) year, commencing April 12, 2005 and terminating April 11, 2006.

(b) Notwithstanding the foregoing, EMI may terminate the entire grant of rights contained in this Agreement and/or the grant of rights with respect to a particular Approved Channel, at any time for any reason upon thirty (30) days prior written notice to Licensee. Promptly thereafter, Licensee shall furnish Publisher with a written confirmation that it has performed any/all takedowns of EMI Ringtones from the Server necessary to comply with the applicable termination of rights by Publisher.

6. Advance / Royalties

(a) As used herein, "Publisher's Prorata Share" shall mean that proportion of Publisher's ownership of the applicable Composition, as set forth on the Schedule D Addendum.

(b) In consideration of the rights granted hereunder, upon execution of this Agreement Licensee shall pay to Publisher the sum of Five Thousand Dollars ($5,000.00), as a non-returnable advance, recoupable solely from royalties otherwise payable for each Copy Sold as of the commencement hereof pursuant to this paragraph 6 ("Advance"). Licensee shall additionally pay

Publisher a non-returnable, non-recoupable "fixing fee" equal to Publisher's Prorata Share of Twenty-Five Dollars ($25.00) for each Composition copied to the Server.

(c) (i) Pursuant to the terms and conditions of paragraph 7 below, Licensee shall pay Publisher for each Copy Sold a royalty equal to Publisher's Prorata Share of TWELVE (12%) percent of the retail selling price of each Copy Sold, with a minimum royalty for each Copy Sold of TWELVE ($0.12) Cents.

(ii) In the event a recurring fee is charged an end-user to retain a Copy, said charge shall be deemed a royalty-bearing event. For clarity, Licensee shall pay Publisher the applicable royalty pertaining to any Copy each time a recurring payment is made to retain said Copy (or to access said EMI Ringtone embodied therein) on an end-user's Wireless Device. For purposes of calculating the royalty payable, if applicable, the recurring fee shall be deemed to be the original retail selling price and each time the Copy is thereby retained shall be considered a new "Copy Sold" and a royalty shall thereby be payable.

(iii) In the event a Copy is made to time-out on a Wireless Device and one is made to re-download or otherwise re-acquire said EMI Ringtone for reasons other than technical failure, said event shall be deemed a royalty-bearing event. For clarity, and notwithstanding the previous sentence, Licensee shall pay Publisher the applicable royalty pertaining to each Copy Sold, irrespective of whether the recipient had previously acquired the same EMI Ringtone embodied in such Copy Sold.

(iv) In the event a Copy is offered in a form other than individually (e.g., said EMI Ringtone is made available as part of a bundle or package of wireless content applications), the royalty due in connection with such Copy shall be Publisher's Pro Rata Share of the greater of: (A) TEN (10%) percent of a fraction whose numerator equals the bundle's sale price and whose denominator equals the number of royalty-bearing content applications, or (B) the minimum royalty for each Copy Sold set forth paragraph 6(c)(i) above. By way of example, if Licensee charges $10 for a bundle of eight (8) royalty-bearing content applications (one of which is a Copy), then the royalty applicable to said Copy shall be Publisher's Prorata Share of $0.125, i.e., 10% of ($10 ÷ 8).

(v) In the event a recurring transmission fee, in addition to the original EMI Ringtone purchase fee, is charged to an end-user each time an end-user hears the EMI Ringtone (e.g., a Ten Cent ($0.10) recurring transmission fee is charged to an end-user each time he/she hears an EMI Ringtone), Licensee shall pay Publisher for each such Copy Publisher's Prorata Share of Ten percent (10%) of such transmission fee, in addition to the Royalty otherwise set forth in this paragraph 6.

(d) In the event an Approved Composition is controlled less than one hundred (100%) percent by Publisher or if the Songwriter Agreements require direct payments to certain third parties, upon Publisher's request, Licensee shall make direct payments to such applicable co-publishers or other third parties.

(e) In the event Licensee agrees to (or has agreed to) pay to a co-publisher of an Approved Composition, a publisher of any musical composition or a licensor of any sound recording embodying an Approved Composition used in any Ringtone, compensation or consideration in excess of the compensation or consideration to be paid to Publisher hereunder (collectively, "Excess Compensation"), then effective as of the date of such agreement, Licensee shall immediately pay to Publisher an amount equal to such Excess Compensation and this Agreement shall be deemed amended effective as of the date of such agreement to include such more favorable compensation provision. In the event the Approved Composition is not entirely controlled by Publisher, the Excess Compensation shall be based upon and shall reflect Publisher's Pro Rata Share. Upon request, Licensee shall supply to Publisher copies of all agreements between Licensee and third party licensors by which rights are granted for the use of any sound recording or musical compositions (including Approved Compositions) in Ringtones.

7. Accounting

(a) Together with the payment of all applicable sums due Publisher pursuant to paragraph 6 above, Licensee shall render Publisher accounting statements on a quarterly basis, (which shall be provided electronically, along with a hard paper copy), indicating, on a country-by-country, EMI Ringtone-by-EMI Ringtone (including the title, writers' name(s), and applicable Publisher-supplied EMI song code for each Approved Composition), and Website-by-Website (i.e. statements to include all Approved Channels) basis, the number of Copies Sold or otherwise distributed and/or digitally delivered in each country of the Territory, within forty-five (45) days following the last day of each calendar quarter during which such rights are granted herein, whether or not Licensee sold or otherwise distributed Copies within such quarterly period. In addition, the accounting statement shall indicate, with respect to each Copy Sold, the retail selling price therefor, whether said Copy Sold was the result of a first-time transmission or a repeat transmission/recurring charge, and any other information necessary to determine how the applicable royalty for each Copy Sold was calculated.

(b) In addition to providing quarterly accounting statements, Licensee shall, within ninety (90) days of the Effective Date, provide Publisher, upon request, with online, real-time access to the Server in order to permit the accurate identification, tracking and verification of copies of all EMI Ringtones, and any other data item to be enumerated on accounting statements pursuant to subparagraph (a) above.

(c) Licensee agrees to keep and maintain true and accurate records and books of account in connection with the sale of Copies and all transactions related thereto or otherwise contemplated under this Agreement, and shall retain all such records and books for a period of not less than four (4) years following the termination of this Agreement. Publisher, by its designated representative, shall have the right, upon reasonable written notice, and during normal office hours, to examine the books and records of Licensee, at Licensee's regular place of business where the books and records are maintained, as the same pertain to the subject matter of this Agreement and to make copies and extracts thereof. Licensee shall cooperate with Publisher's representative to assist them in understanding all such material. If, as a result of any audit, it is determined that Licensee has understated the royalties due to Publisher, Licensee shall immediately pay to Publisher the amount of such underpayment. If, as a result of any audit, it is determined that Licensee has understated the royalties due to Publisher by ten (10%) percent or more, Licensee shall pay to Publisher the amount by which royalties have been understated and shall reimburse Publisher for the cost of the audit.

(d) All checks shall be in United States Dollars, shall be made payable to EMI Music Publishing and unless Publisher notifies otherwise, shall be sent to the address indicated in paragraph 15 below. All accountings and payments must be received by Publisher on the date such payment and statement are due, according to the terms of this Agreement, time being of the essence hereof. No payments shall be diminished or reduced in any manner for any reason, including without limitation, any withholdings, currency restrictions, exchanges or taxes. Upon written request, Publisher shall provide Licensee with a current W-9 form for each music publishing catalog receiving payment.

(e) It is understood and agreed that there shall be no "free" or "bonus goods" of the EMI Ringtones, as such term is understood in the industry, i.e., all Copies Sold, distributed, transmitted, or delivered, regardless of price, shall bear a full royalty hereunder.

(f) Without limiting Publisher's rights and remedies hereunder, at law or in equity: (i) past-due payments are subject to and to be accompanied by payment of interest thereon at the prime rate as established on the due date by The Bank of New York plus two (2%) percent compounded daily and computed from the date(s) upon which each such payment(s) first became due until the date(s) upon which each such payment(s) is remitted to Publisher; and (ii) Licensee shall reimburse Publisher, within five (5) days from receipt of its invoice, for Publisher's reasonable attorney's fees and costs arising out of the occurrence of any Default Event (as defined in paragraph 14), including, without limitation, any failure by Licensee timely to render statements and account to Publisher with respect to royalties which accrue to Publisher in connection with Licensee's exploitation of its rights pursuant to the applicable provisions hereof.

8. No Performance Right Grant

(a) No right of public performance is granted under this Agreement, such right being licensed by the American Society of Composers, Authors and Publishers ("ASCAP") and Broadcast Music Inc. ("BMI") in and for the United States.

(b) Any public performance of an Approved Composition as embodied in an EMI Ringtone, including without limitation pursuant to paragraph 3(a)(iv) above, not otherwise licensed by ASCAP and/or BMI, as applicable, shall be licensed by Licensee from Publisher or from Publisher's authorized agent. If said license is to be secured from Publisher, Publisher agrees to negotiate in good faith and the issuance of such license shall be in accordance with the customary industry practices and fees. Irrespective of the foregoing, it is understood that clearance by performance rights societies in such portion of the Territory as is outside of the United States will be in accordance with their customary practices and the payment of their customary fees.

9. Restrictions and Reservations of Rights

(a) This Agreement does not authorize or permit any use of a Composition not expressly set forth herein and does not include the right to alter the fundamental character of the music of an Composition, and, specifically, the terms of this Agreement are limited to the use of each Approved Composition only as originally fixed in the EMI Ringtone. Publisher reserves all rights not expressly granted to Licensee hereunder. All rights granted hereunder are granted on a non-exclusive basis.

(b) No Composition may be used in a dramatic fashion, as such term is understood in the industry, or in any manner which could be considered in bad taste or offensive; i.e. each Approved Composition shall be used with regard to social convention and decency so as not to bring such Composition, the composers thereof, or Publisher into public disrepute or reflect adversely on the Composition, the composers thereof, or Publisher. No individual Composition may be used in connection with any product, any service, or in the branding, marketing, advertising or promotion of any product, service or event.

(c) Without limiting the force and effect of the foregoing, and without intending to provide an exhaustive list of prohibitive acts, this Agreement does not include the rights to: (i) rent or lease an EMI Ringtone; (ii) sell or otherwise distribute EMI Ringtones except for the personal use of individual Wireless Device owners; (iii) parody the music or lyrics of an Approved Composition; (iv) make, sell or distribute phonorecords of an Approved Composition; (v) utilize a sound recording and/or audiovisual master(s) not owned or separately licensed by Licensee; (vi) synchronize (or authorize others to synchronize) any Approved Compositions with visual images or events or include any Approved Composition in any audio-visual work, including without limitation in commercials or games; (vii) use the title of an Approved Composition except for factual and/or descriptive purposes for identifying the EMI Ringtones available to for purchase; (viii) use any Composition that is not a Approved Composition in any way; or (ix) use an Approved Composition on any broadcast/cablecast or on-line services (whether viewable in real time or downloadable) not specifically enumerated in this Agreement, or on any interactive program, platform, media or storage device, or any promotional use not specifically enumerated herein. Any occurrence of the above-noted items by Licensee or authorized by Licensee shall render all aspects of the Agreement immediately null and void and this Agreement shall terminate.

(d) Except for listing on the Network the composers' names for factual and/or descriptive purposes for identifying the EMI Ringtones available for purchase, no right whatsoever is being granted hereunder to use or authorize other Persons to use the names (including any professional names, previously, now or hereafter used), facsimile signatures, voices, likenesses or biographical material of, concerning, or regarding any of the composers of a Composition for any purpose whatsoever, including, without limitation, for purposes of exploitation of an EMI Ringtone on the Network. In no event shall a

name of a composer of a Composition be featured more or less prominently than any other composer's name.

10. Warranties and Representations/Indemnity

(a) Publisher warrants only that it has the legal right, power and authority to grant this license and this license is given and accepted without any other warranty or recourse. Publisher hereby agrees to indemnify and hold harmless Licensee and its respective officers, directors, agents, and employees (hereinafter, the "Indemnitees") from and against any and all liabilities, damages, costs, charges, recoveries, judgments, penalties, expenses or losses of whatsoever kind or nature, actually incurred by the Indemnitees (including reasonable attorneys' fees and disbursements) which may be obtained against, imposed upon or suffered by the Indemnitees or any of them, by reason of any breach by Publisher of any of its warranties or representations hereunder. In no event shall the total liability of Publisher in connection with the rights granted for each Approved Composition licensed hereunder exceed the consideration received by Publisher in connection with the licensing of said Approved Composition. Licensee will give Publisher prompt notice of any claim and Publisher will have the right to assume the defense thereof at Publisher's expense.

(b) Licensee represents and warrants that:

(i) there are no actions, suits, proceedings, agreements or other impediments, actual or threatened, which would prevent or impair it from performing its duties and obligations hereunder; and

(ii) it is fully empowered to enter into this Agreement and to perform its duties and obligations hereunder, that it is and shall at all times remain possessed of all rights necessary for it to completely fulfill all of its material obligations hereunder, and that its entering into this Agreement and fulfilling such obligations (including but not limited to maintenance of the Network) does not and shall not infringe upon the rights of any Person whatsoever.

(c) Licensee further represents and warrants that it shall obtain or secure (and maintain during the Term) all necessary and required licenses concerning:

(i) intellectual properties furnished or selected by Licensee and contained in any materials used in connection with the marketing, sale or distribution of Ringtones as authorized hereunder, including without limitation name and likeness rights, and that said materials shall not violate or infringe upon the rights of any third party, including without limitation intellectual property rights and/or rights of privacy and publicity; and

(ii) intellectual properties furnished or selected by Licensee and contained in an EMI Ringtone not licensed hereunder including that portion of the music publishing rights in and to each Approved Composition not controlled by Publisher; and that said materials shall not violate or infringe upon the rights of any third party, including without limitation intellectual property rights and/or rights of privacy and publicity.

(d) Licensee agrees to fully indemnify Publisher and hold Publisher (and its officers, directors, and employees) harmless of and from any and all liabilities, claims, causes of actions, damages, interest, charges, recoveries, judgments, penalties, expenses or losses of whatsoever kind of nature, (including without limitation, legal expenses and counsel fees and disbursements) of any kind whatsoever which may be occasioned, suffered or incurred by Publisher, either directly or indirectly, in whole or in part, resulting from or in connection with any breach or threatened breach by Licensee of any of the terms, covenants, representations and warranties contained herein, and/or any claim by any Person inconsistent with any of the representations, warranties and covenants hereunder. In addition, Licensee will reimburse Publisher on demand for any payment made at any time after the date hereof for any liability or claim to which this clause relates that has resulted in a judgment against Publisher or which has been settled with the written consent of Licensee (which consent shall not unreasonably be

withheld). Publisher will give Licensee prompt notice of any claim and Licensee will have the right to assume the defense thereof at Licensee's expense.

11. Arrangements/Copies

Any arrangement(s) which Licensee shall cause to be made of an Approved Composition in the creation of an EMI Ringtone shall be made at Licensee's own expense and shall be created only as the result of employment-for-hire and such arrangement shall be "Work Made For Hire" for Publisher, as such term is used in the United States Copyright Law. Licensee hereby sells, assigns and transfers any such arrangement(s) and all right title and interest in and to each such arrangement to Publisher and the worldwide copyright and renewals and extensions of copyright therein. Licensee warrants and represents that all Persons rendering services in connection with the creation of EMI Ringtones shall have executed, prior to the commencement of creation of any EMI Ringtone to which such Persons have contributed, written agreement(s), in full compliance with the laws of the United States and other countries, stating that those EMI Ringtones and any arrangements on which such EMI Ringtones are based, are considered a work made for hire for Publisher and irrevocably assigning all such Person's rights throughout the Territory in perpetuity, including without limitation copyrights, in those EMI Ringtones and other materials to Publisher. Upon Publisher's request, Licensee will cause to be executed and delivered to Publisher all assignments and transfers of ownership of copyright (including without limitation all copyright registrations and applications, and all renewals and extensions thereof) in the EMI Ringtones and any arrangements on which such EMI Ringtones are based, and any other documents as Publisher may deem necessary or appropriate to vest in Publisher the rights granted to Publisher in this Agreement. Neither Licensee nor any arranger shall be entitled to authorship credit or status as a collaborator or any remuneration by way of royalty or otherwise from the authors of such Approved Composition or from Publisher or any of Publisher's designated agents. No arrangement shall change the basic melody of any Approved Composition.

(b) Licensee shall enable Publisher freely and without charge or expense to receive EMI Ringtones to ensure Licensee's adherence with and to the terms and conditions of this Agreement. Any such receipt by Publisher will not constitute a Copy and will not be deemed a royalty-bearing event.

12. Ownership

Except as expressly permitted in this Agreement, Licensee shall not at any time, directly or indirectly, license, transfer, assign, sell or otherwise dispose of, pledge, mortgage or in any way encumber any Composition or any interest of any kind therein, and/or any right or license granted hereunder and any such purported license, transfer, assignment, sale, disposal, pledge, mortgage or encumbrance shall be void and of no effect.

13. No Partnership

Nothing herein contained shall create any association, partnership, joint venture or relationship of principal and agent between the parties hereto; it being understood that the parties hereto are, with respect to each other, independent contractors, and neither party shall have any authority to bind the other or the other's representatives in any way and shall not hold itself out to any Person as having authority.

14. Event of Default/Cure

(a) As used herein, the term "Event of Default" shall mean any of the following events: (i) Licensee's failure or inability to fulfill any of its material obligations hereunder for any reason; (ii) Licensee's dissolution or the liquidation of any substantial portion of its assets; (iii) the filing by or against Licensee of a petition for liquidation or reorganization or the commencement of an action against it under any applicable bankruptcy or insolvency legislation as now or hereafter in effect or under any similar

statute relating to liquidation or reorganization or Licensee's consenting to any of the foregoing; (iv) the appointment of a trustee, receiver, custodian or similar appointee for Licensee for any of its property or Licensee consenting to any such appointment; (v) Licensee's making of an assignment for the benefit of creditors; (vi) Licensee becoming insolvent; (vii) Licensee's failure to pay, or admission in writing of its inability to pay, its debts as they come due; or (viii) any action by Licensee which jeopardizes any material right or remedy of Publisher hereunder. In the event that any of the matters described in this paragraph 14(a) occurs, Licensee shall provide prompt written notice thereof to Publisher.

(b) Without limiting or affecting the rights or remedies which Publisher may have under this Agreement or at law or equity, with respect to Licensee's obligations under this Agreement, it is agreed that if an Event of Default occurs or in the event of a breach on the part of Licensee, Publisher may notify Licensee in writing of such default or breach and Licensee shall have ten (10) business days from receipt of such notice in which to cure such Event of Default or breach. If such breach or Event of Default is not curable or is not cured within said ten (10) business day period, this Agreement shall automatically terminate and Licensee shall be deemed to have automatically and irrevocably assigned and transferred to Publisher, without further consideration, all right, title and interest in and to all EMI Ringtones (including the master recordings created by Licensee not otherwise owned by record companies), to the extent that such rights and interests have not already been assigned to or vested in Publisher; provided, however, that with respect to any breach or default concerning the payment of any monies whatsoever, this Agreement shall automatically terminate and the aforesaid assignment and vesting shall occur if such particular breach is not remedied within five (5) business days from the date of the notice. Publisher, in the event of any automatic termination under this paragraph and without prejudice to any other rights and remedies, shall have rights and remedies for copyright infringement, including injunctive relief.

(c) The termination of this Agreement pursuant to this paragraph shall render the further exploitation of an EMI Ringtone actionable as an act of copyright infringement fully subject to the remedies provided by the Copyright Act, Title 17, of the United States Code, together with other legal and equitable remedies available to Publisher.

15. Notices

Any and all notices, consents, approvals, demands, other communications and payments hereunder shall be hand delivered or sent by certified mail, return receipt requested, at the address below (or at such other address hereafter designated by either party in writing) as follows:

To Publisher: As set forth in the heading of this Agreement,
Attention: Susan Schwartz

To Licensee: As set forth in the heading of this Agreement.

Any notice shall be deemed complete when the same (containing whatever information may be required hereunder) is deposited in any mail box properly addressed and sent as aforesaid, except that: (a) all materials personally delivered shall be deemed served when actually received by the party to whom addressed; (b) air express materials shall be deemed served on the day of delivery to the air express company; (c) notices of change of address shall be effective only from the date of receipt; and (d) royalty statements may be sent by regular mail and shall be deemed rendered when actually received by Publisher.

16. Governing Law

This Agreement has been entered into and delivered in the State of New York and the validity, interpretation and legal effect of this Agreement shall be governed by and construed in accordance with the internal laws of the State of New York applicable to contracts entered into and performed entirely within the State of New York. Only the New York courts (state and federal) will have jurisdiction over any

controversies regarding this Agreement, and the transactions contemplated by this Agreement; any action or other proceeding which involves such a controversy will be brought in those courts, in New York County, and not elsewhere. Licensee hereby irrevocably submits to the jurisdiction of the New York courts (state and federal) in any such action or proceeding and irrevocably waives any right to contest the jurisdiction (in rem or in personam) or power or decision of that court within or without the United States other than appropriate appellate courts having jurisdiction over appeals from such court(s). Licensee also irrevocably waives any defense of inconvenient forum to the maintenance of any such action or proceeding. Any process in any action or proceeding may, among other methods, be served upon Licensee by delivering or mailing it in accordance with paragraph 15. Any such delivery or mail service shall be deemed to have the same force and effect as personal service within the State of New York.

17. Assignment; Change of Control

This Agreement, and the rights, opportunities and obligations created pursuant to this Agreement, are not assignable or transferable in any manner by Licensee, nor shall Licensee sublicense or delegate any of its rights or obligations without the prior written consent of Publisher, not to be unreasonably withheld. EMI may assign this Agreement and any of its rights hereunder in whole or in part to any Person which controls, which is controlled by, or which is under common control with, EMI and/or each such Publisher or which is in partnership with EMI and/or each such Publisher; and/or to any parent, affiliated or subsidiary company or corporation, or to a Person owning, or acquiring, all or a substantial part of EMI and/or each such Publisher's stock and/or assets or with whom EMI and/or each such Publisher may merge or be merged, in which case Licensee shall not be released from its obligations hereunder.

18. Confidentiality; Publicity

Licensee and EMI agree that all information with respect to this agreement, whether furnished by EMI to Licensee or otherwise acquired by Licensee in the course of business with EMI, shall be kept confidential. Such information shall not be disclosed at any time to any Person except to the extent required by an order of a court or other tribunal having jurisdiction or pursuant to rules and regulations of a governmental body. Notwithstanding the foregoing, the parties acknowledge and agree that in certain situations, such as where copublishers of an Approved Composition, publishers of other compositions and/or master owners require a favored nations provision, the information contained in this Agreement may have to be divulged with respect to monies payable and rights granted. Licensee and EMI may not use the other party's name in news releases, articles, brochures and marketing and/or promotional materials, without the other party's prior written approval.

19. Entire Agreement

(a) This Agreement sets forth the entire understanding between the parties hereto with respect to the subject matter hereof, and merges and extinguishes all prior understandings, negotiations, and agreements. No amendment to or modification, waiver, termination, or discharge of this Agreement or of any provision hereof shall be binding unless confirmed by a written instrument duly executed by the party to be charged therewith. Any process in any action, suit, or proceeding arising out of or relating to this Agreement may, among other methods, be served upon the applicable party by delivering it or mailing it in accordance with paragraph 15 above. No waiver of any provision of or default under this Agreement shall affect the right of either party thereafter to enforce such provision or to exercise any right or remedy in the event of any other default, whether or not similar.

(b) If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not essential to the intended operation of this Agreement.

20. Miscellaneous

This Agreement shall apply for the Term hereof only, and shall not be binding upon or prejudicial to any position taken by Publisher or Licensee for any period subsequent to the Term of this Agreement. The captions of paragraphs contained in this Agreement are for reference only and are not to be construed in any way as a part of the Agreement. This Agreement shall not become effective until executed by all proposed parties hereto.

IN WITNESS WHEREOF, the parties have caused the foregoing to be executed as of the date first above written.

EMI Music Publishing

By: _____
Publisher

USArtPhone Inc.

By: _____
Licensee

SCHEDULE A

(List of Publishing Catalogs)

AVON GATE MUSIC INC. (BMI)
BARHAM BOULEVARD MUSIC, INC. (BMI)
BEECHWOOD MUSIC CORP. (BMI)
BURBANK PLAZA MUSIC, INC. (ASCAP)
CARWIN MUSIC INC. (ASCAP)
COLGEMS-EMI MUSIC INC. (ASCAP)
COMBINE MUSIC CORP. (BMI)
EMI AFFILIATED CATALOG INC. (BMI)
EMI AL GALLICO MUSIC CORP. (BMI)
EMI ALGEE MUSIC CORP. (BMI)
EMI APRIL MUSIC INC. (ASCAP)
EMI BELFAST MUSIC, INC. (BMI)
EMI BMPC CORP. (ASCAP)
EMI BLACKWOOD MUSIC INC. (BMI)
EMI BRILLIG MUSIC, INC. (ASCAP)
EMI DUCE MUSIC, INC. (ASCAP)
EMI EASY LISTENING MUSIC CORP. (ASCAP)
EMI FEIST CATALOG INC. (ASCAP)
EMI FULL KEEL MUSIC (ASCAP)
EMI GOLD HORIZON MUSIC CORP. (BMI)
EMI GOLDEN TORCH MUSIC CORP. (ASCAP)
EMI GROVE PARK MUSIC, INC. (BMI)
EMI HASTINGS CATALOG INC. (BMI)
EMI INTERTRAX MUSIC INC. (BMI)
EMI JEMAXAL MUSIC INC. (ASCAP)
EMI LONGITUDE MUSIC (BMI)
EMI MILLER CATALOG INC. (ASCAP)
EMI MILLS MUSIC, INC. (ASCAP)
EMI MOGULL, INC. (ASCAP)
EMI NORBUD MUSIC, INC. (BMI)
EMI NTM HOLDINGS, INC. (ASCAP)
EMI PST HOLDINGS, INC. (ASCAP)
EMI ROBBINS CATALOG INC. (ASCAP)
EMI SOSAHA MUSIC INC. (BMI)
EMI SLITHY SONGS, INC. (BMI)
EMI TSM HOLDINGS, INC. (BMI)
EMI U CATALOG INC. (ASCAP)
EMI UNART CATALOG INC. (BMI)
EMI VARIETY CATALOG INC. (ASCAP)
EMI VINE MUSIC, INC. (BMI)
EMI VIRGIN MUSIC, INC. (ASCAP)
EMI VIRGIN SONGS, INC. (BMI)
EMI WATERFORD MUSIC, INC. (ASCAP)
EMI WORLDTRAX MUSIC INC. (ASCAP)
FORAY MUSIC (SESAC)
GLENWOOD MUSIC CORP. (ASCAP)
JOBETE MUSIC CO., INC. (ASCAP)
NEW TANDEM MUSIC, INC. (ASCAP)
SCREEN GEMS-EMI MUSIC INC. (BMI)
STONE DIAMOND MUSIC CORPORATION (BMI)
TRIPLE STAR MUSIC, INC. (BMI)

SCHEDULE B

(List of Approved Compositions)

Kylie Minogue/Can't Get You..	480380	$1,99	EMI	50 %
Alicia Keys/A Woman's Worth	495913	$1,99	EMI	100 %
Amerie / 1 thing	622666	$1,99	EMI	92,50 %
Batman theme	75842	$1,99	EMI	100 %
Bewitched theme	106669	$1,99	EMI	100 %
Ghostbusters theme	185637	$1,99	EMI	100 % – 75% direct payment must be made to Lisa Thomas Music Services/25% payable to EMI
Gilligan's Island theme	60300	$1,99	EMI	100 %
Good Charlotte / Motivation Pro...	454421	$1,99	EMI	100 %
James Bond theme	61525	$1,99	EMI	100 %
Jay-Z/Excuse Me Miss	535146	$1,99	EMI	100 %
Jennifer Lopez/Dance With Me	480316	$1,99	EMI	100 %
Kelis/Milkshake	577271	$1,99	EMI	50 %
Ludacris / Southern Hospitality	466988	$1,99	EMI	100 %
Madonna/Material Girl	590521	$1,99	EMI	100 %
Mario Brothers theme – THIS IS NOT THE THEME FROM THE VIDEOGAME—THIS IS THE MAIN TITLE FROM THE FILM PERFORMED BY CHICOS DE BARRIO/EMI DOES NOT PUBLISH THE SONG FROM THE ACTUAL VIDEOGAME	271239	$1,99	EMI	100 %
Notorious BIG/Big Poppa	293373	$1,99	EMI	100 %
Rocky theme (gonna fly now)	71469	$1,99	EMI	100 %
Shaggy/Bombastic	375249	$1,99	EMI	100 %
Trillville/Some Cut	625754	$1,99	EMI	10 %
Usher/You Don't Have to Call	500225	$1,99	EMI	100 %

SCHEDULE C
(pursuant to paragraph 1(o))

ADDENDUM OF RIGHTS

ADDENDUM to the Agreement dated April 12, 2005, by and between EMI Music Publishing and USArtPhone Inc. (the "Agreement"), to be effective as of the date hereof, to make the following additional Website(s) constitute Approved Channel(s), and thus part of the Network.

1. The URL(s) of the Website(s) proposed for approval pursuant to this Addendum, and the date on which EMI Ringtones first shall be marketed thereon, is/are:

http://www._____.com Date:_____

[or]

1. The promotional channel proposed for approval pursuant to this Addendum, and the date on which EMI Ringtones first shall be marketed thereon, is/are:

Channel:_____ Date:_____

2. All terms not defined herein shall have the same meaning given them in the Agreement. Except as expressly or by necessary implication modified hereby, the terms of the Agreement are hereby ratified and affirmed without limitation or exception.

IN WITNESS WHEREOF, the parties have caused the foregoing ADDENDUM to be executed as of this _____ day of _____, 200_.

EMI Music Publishing

By: _____
Publisher

USArtPhone Inc.

By: _____
Licensee

SCHEDULE D

(pursuant to paragraph 2(b))

ADDENDUM OF RIGHTS

ADDENDUM to the Agreement dated April 12, 2005, by and between EMI Music Publishing and USArtPhone Inc. (the "Agreement"), to be effective as of the date hereof covering the use of the Compositions listed below:

1. The Composition(s) subject to this Addendum is/are:

   ["TITLE"] composed by ["WRITER(S)" (%)].

2. The Territory shall be as per the Agreement, [excluding, in the case of the Composition entitled _____, the country(ies) of _____.]

3. All terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused the foregoing ADDENDUM to be executed as of this _____ day of _____, 200_.

EMI Music Publishing

By: _____
Publisher

USArtPhone Inc.

By: _____
Licensee

Dated: April 19, 2005

Ringtone and Mastertone License

THIS AGREEMENT (the "Agreement") is made as of April 15, 2005 ("Effective Date"), by and between MP3G.com, 2711 S. Blackwelder, Oklahoma City, IK 73108, Attention: Mr. John Collins ("Licensee"), and EMI Music Publishing, 810 Seventh Avenue, New York, New York 10019 ("EMI", "Publisher"). All capitalized terms in this Agreement are defined in paragraph 1 below, unless otherwise indicated.

WHEREAS, EMI is actively engaged in the business of music publishing and controls the music publishing rights to certain Compositions which are contained in the music publishing catalogs listed on Schedule A, attached hereto and made a part hereof; and

WHEREAS, Licensee desires to obtain and Publisher desires to grant a license to arrange and record one or more Approved Composition(s) for the sole purpose of creating EMI Ringtones and Mastertones that may be distributed as EMI Tones whereby an End-user can receive a copy of the EMI Tone into a Wireless Device ("Licensee's Service"), solely in the manner provided herein and in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. Definitions

As used in this Agreement, the following terms will have the meanings set forth below:

(a) "Composition" means a musical composition which is owned and/or controlled in whole or in part by Publisher, and which is made available, in Publisher's discretion and subject to Publisher's written approval, to Licensee subject to the terms and conditions set forth in this Agreement and subject to any restrictions imposed by Publisher or by any Songwriter Agreements; provided that with respect to any Composition which is or may be owned or controlled by Publisher only in part, the term "Composition" shall refer only to that portion of the musical composition owned or controlled by Publisher. "Approved Composition" means a Composition which, pursuant to paragraph 2 below, has been approved by Publisher as an Approved Composition available for use by Licensee in accordance with the terms and conditions of this Agreement.

(b) "Copy," means a digital transmission(s) or electronic distribution(s) of a single Approved Composition contained in an EMI Tone to an End-user.

(c) "Copies Sold" and "sales" mean one hundred (100%) percent of those Copies digitally transmitted or otherwise electronically distributed to End-users (including without limitation to an End-user's Wireless Device).

(d) "Dollars" and "Cents" mean United States Dollars and Cents.

(e) "EMI Ringtone" and "EMI Mastertone" means a Ringtone and Mastertone, respectively, that features the digital transmission of an Approved Composition, the length of which shall not exceed thirty (30) consecutive seconds, solely in connection with Licensee's Service and in accordance with the terms and conditions of this Agreement. For the purpose of this Agreement, EMI Ringtones and EMI Mastertones collectively shall be referred to as "EMI Tones".

(f) "End-user" means a Wireless Device owner, user, or customer who legally procures from Licensee the sale or distribution of an EMI Tone, for that period of time only during which such transmission right has been legally procured.

(g) "Network" means the Approved Website(s) on which EMI Tones will be made available to End-users, as served from and through the Server, via a range of service channels including Internet, cable, satellite, web, WAP, SMS, or cellular transmission. Licensee at all times shall institute security measures with respect to all aspects of its Network(s) that: (i) prevent any EMI Tones or any underlying Approved Composition from being copied, played, distributed, transmitted, performed, used or exploited, in whole or in part, in any format or by any means other than in the format and by the means permitted by Publisher hereunder; (ii) prevent unauthorized reproduction and distribution of all EMI Tones and any underlying Approved Compositions; (iii) are sufficient, as determined by Publisher, to track and enforce the use limitations and other restrictions described in this Agreement; and (iv) meet or exceed current industry standards as they exist from time to time for the licensed delivery of music via digital transmission (including, without limitation, anti-virus, firewall, password, and anti-hacking protections).

(h) "Person" means any individual, corporation, partnership, association or other organized group or combination of any or all of the foregoing, and their legal successors or representatives.

(i) "Ringtone" means any data that resides or is stored in (whether temporarily or permanently), or which is transmitted to, a Wireless Device, which data causes a predetermined melodic sequence of a musical composition to be reproduced, performed, and/or played for purposes of announcing an incoming call, message, or other event or occurrence on such Wireless Device in an audio format (i.e., not audiovisual). For the avoidance of doubt, "Ringtone" shall not include (and this Agreement shall not be deemed to grant Licensee any rights to use Compositions in or as), inter alia, Ringbacks or Ringback tones, or so-called enhanced ringtones (e.g., Ringtones that include any visual element). For the purpose of this Agreement, Ringtones that: (i) embody a master sound recording of the Composition or (ii) embody vocal and/or human instrumental performances, shall be referred to as "Mastertones".

(j) "Ringbacks" or "Ringback tones" means the distribution or transmission of a musical composition to a Wireless Device or telephone for the purpose of notifying a caller that the call recipient is being alerted to the incoming call.

(k) "Server" means Licensee's proprietary Internet server which shall be located within the Territory, on which templates of the EMI Tones licensed hereunder will exclusively reside, and from which the EMI Tones will be digitally transmitted or distributed to End-users through the Network. For purposes of clarification, no EMI Tone shall be offered for sale through an Approved Website and permanently stored in an End-user's Wireless Device without first being transmitted from and through the Server.

(l) "Songwriter Agreement(s)" shall mean those agreements pursuant to which Publisher has acquired rights with respect to any Composition.

(m) "Term" has the meaning set forth in paragraph 5(a) below.

(n) "Territory" has the meaning set forth in paragraph 4 below.

(o) "Website" means a collection of interconnected hypertext markup language documents accessible at a single Universal Resource Locator ("URL") via the World Wide Web, owned and operated by the same Person or at the sole direction of such Person. "Approved Website(s)" means the Website(s) having the URL(s) MP3G.com from which Licensee intends to advertise and market the sale of EMI Tones. In the event Licensee desires an additional Website to become an Approved Website, prior to such website's advertising or marketing of any EMI Tone, Licensee shall complete, execute and submit to Publisher two (2) copies of an Addendum in the form set forth in Schedule C, and if Publisher returns to Licensee a counter-executed copy of the Addendum (which Publisher may elect to do in its sole discretion), said Website shall be deemed an Approved Website. Licensee shall reasonably cooperate with respect to Publisher's further inquiries concerning any additional Website(s) proposed by Licensee, including without limitation, the nature of business conducted on said Website(s) and by the Person(s) owning and operating or directing the operation of such Website(s), and the accounting and reporting

procedures in place between Licensee and the Person(s) owning and operating or directing the operation of such Website(s).

(p) "Wireless Device" means a mobile telephone or a hybrid handheld wireless device that incorporates the telephony or messaging function of a mobile telephone and that operates on a wireless communications network regulated by the U.S. Federal Communications Commission in accordance with its rules and regulations governing commercial mobile radio services. Wireless Devices do not include, without limitation, toys, or games.

(q) Each other expression used herein, unless herein separately defined, shall have the meaning commonly understood in the music publishing industry.

2. Supply of Compositions

(a) The Compositions listed on Schedule B hereto (hereby incorporated herein by this reference) as of the Effective Date are deemed to be Approved Compositions for purposes of this Agreement. From time to time during the Term, Schedule B may be amended by Publisher in its discretion, in which event Publisher shall provide Licensee with a written copy of such revised Schedule B, and upon Licensee's receipt of such revised Schedule B, the Compositions listed on such revised Schedule B shall be deemed to be Approved Compositions for purposes of this Agreement (and to the extent that any Approved Compositions from an earlier version of Schedule B are not listed on such revised Schedule B, such Compositions shall no longer be deemed to be Approved Compositions for purposes of this Agreement). Publisher will use reasonable efforts to clearly indicate for Licensee any additions, deletions and/or corrections to the list of Compositions set forth in any revised Schedule B that is provided to Licensee.

(b) Following the execution of this Agreement and throughout the Term, Licensee may seek Publisher's approval of Compositions that do not appear on Schedule B for use as Approved Compositions for purposes of the creation and transmission of EMI Tones. In such event, Licensee shall notify Publisher in writing of said requested Compositions. If Publisher agrees to consider the approval of such requested Composition(s), it shall provide written notice thereof to Licensee who shall complete, execute and submit to Publisher two (2) copies of an Addendum in the form set forth in Schedule D, and if Publisher returns to Licensee a counter-executed copy of the Addendum (which Publisher may elect to do in its sole discretion), the Compositions set forth in such Addendum shall be deemed Approved Compositions for purposes of this Agreement and the then-current version of Schedule B shall be deemed amended to include such Approved Compositions.

(c) Publisher reserves the right, in its sole discretion, to refuse to approve any Composition(s) for use as Approved Composition(s). For purposes of example, but without limitation, except as otherwise expressly provided by Publisher, as of the Effective Date and throughout the Term, Compositions written in whole or in part by Tracy Chapman, John Lennon, Jeff Lynne, James Taylor, and Stevie Wonder, and the members of the recording artists known as Aerosmith, Foo Fighters, Nirvana, Red Hot Chili Peppers, Tool, the Mars Volta, A Perfect Circle and Savage Garden, and the Composition "You've Got A Friend" (King) are not, and shall not become, Approved Compositions.

(d) Notwithstanding anything to the contrary contained in this Agreement, Licensee shall remove any EMI Tone(s) from the Network(s) within seven (7) business days after Licensee's receipt of notice from Publisher requesting such removal, and as of the end of such seven (7) business day period, and thereafter throughout the Term, Licensee shall not sell, transmit, or otherwise use or exploit such EMI Tone(s), and shall not permit third parties to do any of the foregoing, for any purpose without Publisher's prior written consent.

3. Grant of Rights

(a) License Grant to Licensee. Subject to the terms and conditions of this Agreement and provided that Licensee has fully complied with such terms and conditions, Publisher hereby grants to Licensee the following non-exclusive, non-transferable limited rights solely during the Term and solely in the Territory:

(i) Arrangement and Recording. To arrange and record, at Licensee's sole expense, one (1) excerpt of each Approved Composition, comprising up to thirty (30) consecutive seconds of such Approved Composition, for use solely in connection with the creation of an EMI Tone based on such excerpt; provided that (A) each EMI Tone shall only contain elements of one (1) Approved Composition (for purposes of example only, an EMI Tone may not include portions of two (2) or more separate Approved Compositions or portions of an Approved Composition together with portions of any other musical composition); (B) the Approved Composition excerpt used to create an EMI Tone shall be a single, continuous excerpt (for purposes of example only, such excerpt may not comprise the first ten (10) seconds and the last twenty (20) seconds of such Approved Composition); (C) no arrangement created in accordance with this paragraph 3(a)(i) shall change the basic melody or fundamental character of an Approved Composition (other than as necessarily resulting from limiting the excerpt of such Approved Composition to thirty (30) consecutive seconds); and (D) all arrangements created in accordance with this paragraph 3(a)(i) shall be subject to the provisions of paragraph 11 below;

(ii) Creation of Single Template or Server Copy. To create a template or server copy of each EMI Tone, which shall be "uploaded" to and reside on the Server for the sole and exclusive purpose of transmitting or distributing EMI Tones to End-users in accordance with the terms and conditions herein;

(iii) Sell Copies To End-Users. To sell Copies of the EMI Tones, on and through the Network, so that an End-user can purchase a Copy of the EMI Tone such that the EMI Tone may be embedded in his or her Wireless Device (it being understood that temporary, transient, non-permanent copies of the EMI Tones incidental to said transmission may be created on the Network, provided (A) no permanent copies of the EMI Tones are stored or cached on the Network except on the Server or on an End-user's Wireless Device and (B) if a security breach in the Network arises, Licensee shall immediately comply with any Publisher request to block access or remove from the Server any EMI Tone so affected);

(iv) Streaming for Promotional Purposes. For each EMI Tone, and subject to Licensee securing all necessary public performance licenses (as described in paragraph 8 below), to "stream" up to thirty (30) consecutive seconds of such EMI Tone to prospective End-users in the form of a digital audio transmission for the sole purpose of previewing or demonstrating such EMI Tone to facilitate its purchase, sale, or licensing through the Network in accordance with this Agreement; provided that Licensee shall not sell, lease, transmit, offer, or otherwise provide any EMI Tone streamed in accordance with this paragraph 3(a)(iv) (including any Approved Composition incorporated therein) as a downloadable file or in any form that would allow any Person to create, store, or retain a copy of all or part thereof.

(b) Restrictions. Notwithstanding any other provision of this Agreement:

(i) This Agreement does not authorize or permit any use or other exploitation of any Composition by Licensee or any third party, except as expressly authorized herein. If any such use or other exploitation is made or permitted by Licensee, this Agreement shall immediately terminate, and all rights and licenses granted to Licensee hereunder shall automatically terminate.

(ii) No license or other rights are granted herein to Licensee or any third party to use any current or future trademarks, service marks, design marks or trade names of or associated with Publisher (such marks and names, collectively, the "EMI Marks"), for any purpose. Licensee may only use the EMI Marks with the prior written approval of Publisher.

(c) With respect to any Approved Composition of which less than one hundred percent (100%) is controlled by Publisher, prior to exercising any of the rights or licenses granted herein in such Approved Composition or any EMI Tone incorporating such Approved Composition, Licensee shall secure all rights and licenses from all applicable co-publisher(s) necessary to exercise, without violating the intellectual property rights or other rights of such co-publisher(s) or any third party, the rights and licenses granted herein.

(d) Nothing contained herein shall grant Licensee the right to use any particular recording of an Approved Composition.

(e) Without limiting any other provision of this Agreement, with respect to any third party rights that are necessary to be obtained by Licensee in connection with any EMI Tone or any recording or performance incorporated into or used to arrange any EMI Tone, Licensee shall be responsible for obtaining such rights at its sole expense.

4. Territory

The "Territory" covered during the Term shall be the United States, its territories and possessions (including Puerto Rico), and [redacted].

5. Term

(a) The "Term" of this Agreement is one (1) year, commencing April 30, 2005, and terminating March 31, 2006.

(b) Notwithstanding the foregoing, EMI may terminate the entire grant of rights contained in this Agreement and/or the grant of rights with respect to a particular Approved Website, at any time for any reason upon thirty (30) days prior written notice to Licensee. Promptly thereafter, Licensee shall furnish Publisher with a written confirmation that it has performed any/all takedowns of EMI Tones from the Server necessary to comply with the applicable termination of rights by Publisher.

(c) If Licensee has failed to fully launch its services, for any reason, as contemplated upon execution of this Agreement in accordance with the rights granted to Licensee herein, as of June 1, 2005, (i) this Agreement shall immediately terminate and all terms and conditions hereof will be deemed null and void as of such date, (ii) any and all EMI Tones created by Licensee shall remain the sole property of Publisher as of such date, and Licensee shall immediately assign and transfer any and all rights therein to Publisher, (iii) Licensee shall immediately take down all EMI Tones as of such date and all of Licensee's rights in and to EMI Tones shall immediately terminate, and (iv) upon Publisher's written request , all EMI Tones in Licensee's possession or control shall be promptly destroyed by Licensee, and Licensee will deliver an affidavit to Publisher attesting to such destruction.

6. Advance / Royalties

(a) As used herein, "Publisher's Prorata Share" shall mean that proportion of Publisher's ownership of the applicable Composition, as set forth on the Schedule D Addendum.

(b) In consideration of the rights granted hereunder, upon execution of this Agreement Licensee shall pay to Publisher the sum of Five Thousand Dollars ($5,000.00), as a non-returnable advance, recoupable solely from royalties otherwise payable for each Copy Sold as of the commencement hereof pursuant to this paragraph 6 ("Advance"). Licensee agrees that it shall offer a minimum of two hundred fifty (250) Compositions that are owned or controlled one hundred percent (100%) by Publisher during the Term of this Agreement.

(c) (i) Pursuant to the terms and conditions of paragraph 7 below, Licensee shall pay Publisher for each Copy Sold a royalty equal to Publisher's Prorata Share of:

(A) TEN (10%) percent of the retail selling price of each Copy Sold, with a minimum royalty for each Copy Sold of ELEVEN ($0.11) Cents with respect to EMI Ringtones; and

(B) TEN (10%) percent of the retail selling price of each Copy Sold, with a minimum royalty for each Copy Sold of TWENTY FIVE ($0.25) Cents with respect to EMI Mastertones.

(ii) In the event a recurring fee is charged an End-user to retain a Copy, said charge shall be deemed a royalty-bearing event. For clarity, Licensee shall pay Publisher the applicable royalty pertaining to any Copy each time a recurring payment is made to retain said Copy (or to access said EMI Tone embodied therein) on an End-user's Wireless Device. For purposes of calculating the royalty payable, if applicable, the recurring fee shall be deemed to be the original retail selling price and each time the Copy is thereby retained shall be considered a new "Copy Sold" and a royalty shall thereby be payable.

(iii) In the event a Copy is made to time-out on a Wireless Device and one is made to re-download or otherwise re-acquire said EMI Tone for reasons other than technical failure, said event shall be deemed a royalty-bearing event. For clarity, and notwithstanding the previous sentence, Licensee shall pay Publisher the applicable royalty pertaining to each Copy Sold, irrespective of whether the recipient had previously acquired the same EMI Tone embodied in such Copy Sold.

(iv) In the event a Copy is offered in a form other than individually (e.g., said EMI Tone is made available as part of a bundle or package of wireless content applications, the royalty due in connection with such Copy shall be Publisher's Pro Rata Share of the greater of: (A) TEN (10%) percent of a fraction whose numerator equals the bundle's sale price and whose denominator equals the number of royalty-bearing content applications, or (B) the minimum royalty for each Copy Sold set forth paragraph 6(c)(i) above. By way of example, if Licensee charges $10 for a bundle of eight (8) royalty-bearing content applications (one of which is a Copy), then the royalty applicable to said Copy shall be Publisher's Prorata Share of $0.125, i.e., 10% of ($10 ÷ 8).

(v) In the event a recurring transmission fee, in addition to the original EMI Tone purchase fee, is charged to an End-user each time an End-user hears the EMI Tone (e.g., a Ten Cent ($0.10) recurring transmission fee is charged to an End-user each time he/she hears an EMI Tone), Licensee shall pay Publisher for each such Copy Publisher's Prorata Share of Ten percent (10%) of such transmission fee, in addition to the Royalty otherwise set forth in this paragraph 6.

(d) In the event an Approved Composition is controlled less than one hundred (100%) percent by Publisher or if the Songwriter Agreements require direct payments to certain third parties, upon Publisher's request, Licensee shall make direct payments to such applicable co-publishers or other third parties.

(e) In the event Licensee agrees to (or has agreed to) pay to a co-publisher of an Approved Composition, a publisher of any musical composition or a licensor of any sound recording embodying an Approved Composition used in any Ringtone or Mastertone, compensation or consideration in excess of the compensation or consideration to be paid to Publisher hereunder (collectively, "Excess Compensation"), then effective as of the date of such agreement, Licensee shall immediately pay to Publisher an amount equal to such Excess Compensation and this Agreement shall be deemed amended effective as of the date of such agreement to include such more favorable compensation provision. In the event the Approved Composition is not entirely controlled by Publisher, the Excess Compensation shall be based upon and shall reflect Publisher's Pro Rata Share. Upon request, Licensee shall supply to Publisher copies of all agreements between Licensee and third party licensors by which rights are granted for the use of any sound recording or musical compositions (including Approved Compositions) in Ringtones and/or in Mastertones.

7. Accounting

(a) Together with the payment of all applicable sums due Publisher pursuant to paragraph 6 above, Licensee shall render Publisher accounting statements on a quarterly basis, (which shall be provided electronically, along with a hard paper copy), indicating, on a country-by-country, EMI Tone-by-EMI Tone (including the title, writers' name(s), and applicable Publisher-supplied EMI song code

for each Approved Composition), and Approved Website-by-Approved Website basis, the number of Copies Sold or otherwise distributed and/or digitally delivered in each country of the Territory, within forty-five (45) days following the last day of each calendar quarter during which such rights are granted herein, whether or not Licensee sold or otherwise distributed Copies within such quarterly period. In addition, the accounting statement shall indicate, with respect to each Copy Sold, the retail selling price therefor, whether said Copy Sold was the result of a first-time transmission or a repeat transmission/recurring charge, and any other information necessary to determine how the applicable royalty for each Copy Sold was calculated.

(b) In addition to providing quarterly accounting statements, Licensee shall, within ninety (90) days of the Effective Date, provide Publisher, upon request, with online, real-time access to the Server in order to permit the accurate identification, tracking and verification of copies of all EMI Tones, and any other data item to be enumerated on accounting statements pursuant to subparagraph (a) above.

(c) Licensee agrees to keep and maintain true and accurate records and books of account in connection with the sale of Copies and all transactions related thereto or otherwise contemplated under this Agreement, and shall retain all such records and books for a period of not less than four (4) years following the termination of this Agreement. Publisher, by its designated representative, shall have the right, upon reasonable written notice, and during normal office hours, to examine the books and records of Licensee, at Licensee's regular place of business where the books and records are maintained, as the same pertain to the subject matter of this Agreement and to make copies and extracts thereof. Licensee shall cooperate with Publisher's representative to assist them in understanding all such material. If, as a result of any audit, it is determined that Licensee has understated the royalties due to Publisher, Licensee shall immediately pay to Publisher the amount of such underpayment. If, as a result of any audit, it is determined that Licensee has understated the royalties due to Publisher by ten (10%) percent or more, Licensee shall pay to Publisher the amount by which royalties have been understated and shall reimburse Publisher for the cost of the audit.

(d) All checks shall be in United States Dollars, shall be made payable to EMI Music Publishing and unless Publisher notifies otherwise, shall be sent to the address indicated in paragraph 15 below. All accountings and payments must be received by Publisher on the date such payment and statement are due, according to the terms of this Agreement, time being of the essence hereof. No payments shall be diminished or reduced in any manner for any reason, including without limitation, any withholdings, currency restrictions, exchanges or taxes. Upon written request, Publisher shall provide Licensee with a current W-9 form for each music publishing catalog receiving payment.

(e) It is understood and agreed that there shall be no "free" or "bonus goods" of the EMI Tones, as such term is understood in the industry, i.e., all Copies Sold, distributed, transmitted, or delivered, regardless of price, shall bear a full royalty hereunder.

(f) Without limiting Publisher's rights and remedies hereunder, at law or in equity: (i) past-due payments are subject to and to be accompanied by payment of interest thereon at the prime rate as established on the due date by The Bank of New York plus two (2%) percent compounded daily and computed from the date(s) upon which each such payment(s) first became due until the date(s) upon which each such payment(s) is remitted to Publisher; and (ii) Licensee shall reimburse Publisher, within five (5) days from receipt of its invoice, for Publisher's reasonable attorney's fees and costs arising out of the occurrence of any Default Event (as defined in paragraph 14), including, without limitation, any failure by Licensee timely to render statements and account to Publisher with respect to royalties which accrue to Publisher in connection with Licensee's exploitation of its rights pursuant to the applicable provisions hereof.

8. No Performance Right Grant

(a) No right of public performance is granted under this Agreement, such right being licensed by the American Society of Composers, Authors and Publishers ("ASCAP"), Broadcast Music Inc. ("BMI"), and the Society of European Stage Authors and Composers ("SESAC") in and for the United States, and the Society of Composers, Authors and Music Publishers ("SOCAN") in and for [redacted], as applicable.

(b) Any public performance of an Approved Composition as embodied in an EMI Tone, including without limitation pursuant to paragraph 3(a)(iv) above, not otherwise licensed by ASCAP and/or BMI and SOCAN, as applicable, shall be licensed by Licensee from Publisher or from Publisher's authorized agent. If said license is to be secured from Publisher, Publisher agrees to negotiate in good faith and the issuance of such license shall be in accordance with the customary industry practices and fees. Irrespective of the foregoing, it is understood that clearance by performance rights societies in such portion of the Territory as is outside of the United States will be in accordance with their customary practices and the payment of their customary fees.

9. Restrictions and Reservations of Rights

(a) This Agreement does not authorize or permit any use of a Composition not expressly set forth herein and does not include the right to alter the fundamental character of the music of an Composition, and, specifically, the terms of this Agreement are limited to the use of each Approved Composition only as originally fixed in the EMI Tone. Publisher reserves all rights not expressly granted to Licensee hereunder. All rights granted hereunder are granted on a non-exclusive basis.

(b) No Composition may be used in a dramatic fashion, as such term is understood in the industry, or in any manner which could be considered in bad taste or offensive; i.e. each Approved Composition shall be used with regard to social convention and decency so as not to bring such Composition, the composers thereof, or Publisher into public disrepute or reflect adversely on the Composition, the composers thereof, or Publisher. No individual Composition may be used in connection with any product, any service, or in the branding, marketing, advertising or promotion of any product, service or event.

(c) Without limiting the force and effect of the foregoing, and without intending to provide an exhaustive list of prohibitive acts, this Agreement does not include the rights to: (i) rent or lease an EMI Tone; (ii) sell or otherwise distribute EMI Tones except for the personal use of individual Wireless Device owners; (iii) parody the music or lyrics of an Approved Composition; (iv) make, sell or distribute phonorecords of an Approved Composition; (v) utilize a sound recording and/or audiovisual master(s) not owned or separately licensed by Licensee; (vi) synchronize (or authorize others to synchronize) any Approved Compositions with visual images or events or include any Approved Composition in any audio-visual work, including without limitation in commercials or games; (vii) use the title of an Approved Composition except for factual and/or descriptive purposes for identifying the EMI Tones available to for purchase; (viii) use any Composition that is not a Approved Composition in any way; or (ix) use an Approved Composition on any broadcast/cablecast or on-line services (whether viewable in real time or downloadable) not specifically enumerated in this Agreement, or on any interactive program, platform, media or storage device, or any promotional use not specifically enumerated herein. Any occurrence of the above-noted items by Licensee or authorized by Licensee shall render all aspects of the Agreement immediately null and void and this Agreement shall terminate.

(d) Except for listing on the Network the composers' names for factual and/or descriptive purposes for identifying the EMI Tones available for purchase, no right whatsoever is being granted hereunder to use or authorize other Persons to use the names (including any professional names, previously, now or hereafter used), facsimile signatures, voices, likenesses or biographical material of,

concerning, or regarding any of the composers of a Composition for any purpose whatsoever, including, without limitation, for purposes of exploitation of an EMI Tone on the Network. In no event shall a name of a composer of a Composition be featured more or less prominently than any other composer's name.

10. Warranties and Representations/Indemnity

(a) Publisher warrants only that it has the legal right, power and authority to grant this license and this license is given and accepted without any other warranty or recourse. Publisher hereby agrees to indemnify and hold harmless Licensee and its respective officers, directors, agents, and employees (hereinafter, the "Indemnitees") from and against any and all liabilities, damages, costs, charges, recoveries, judgments, penalties, expenses or losses of whatsoever kind or nature, actually incurred by the Indemnitees (including reasonable attorneys' fees and disbursements) which may be obtained against, imposed upon or suffered by the Indemnitees or any of them, by reason of any breach by Publisher of any of its warranties or representations hereunder. In no event shall the total liability of Publisher in connection with the rights granted for each Approved Composition licensed hereunder exceed the consideration received by Publisher in connection with the licensing of said Approved Composition. Licensee will give Publisher prompt notice of any claim and Publisher will have the right to assume the defense thereof at Publisher's expense.

(b) Licensee represents and warrants that:

(i) there are no actions, suits, proceedings, agreements or other impediments, actual or threatened, which would prevent or impair it from performing its duties and obligations hereunder; and

(ii) it is fully empowered to enter into this Agreement and to perform its duties and obligations hereunder, that it is and shall at all times remain possessed of all rights necessary for it to completely fulfill all of its material obligations hereunder, and that its entering into this Agreement and fulfilling such obligations (including but not limited to maintenance of the Network) does not and shall not infringe upon the rights of any Person whatsoever.

(c) Licensee further represents and warrants that it shall obtain or secure (and maintain during the Term) all necessary and required licenses concerning:

(i) intellectual properties furnished or selected by Licensee and contained in any materials used in connection with the marketing, sale or distribution of Ringtones as authorized hereunder, including without limitation name and likeness rights, and that said materials shall not violate or infringe upon the rights of any third party, including without limitation intellectual property rights and/or rights of privacy and publicity; and

(ii) intellectual properties furnished or selected by Licensee and contained in an EMI Tone not licensed hereunder including that portion of the music publishing rights in and to each Approved Composition not controlled by Publisher; and that said materials shall not violate or infringe upon the rights of any third party, including without limitation intellectual property rights and/or rights of privacy and publicity.

(d) Licensee agrees to fully indemnify Publisher and hold Publisher (and its officers, directors, and employees) harmless of and from any and all liabilities, claims, causes of actions, damages, interest, charges, recoveries, judgments, penalties, expenses or losses of whatsoever kind of nature, (including without limitation, legal expenses and counsel fees and disbursements) of any kind whatsoever which may be occasioned, suffered or incurred by Publisher, either directly or indirectly, in whole or in part, resulting from or in connection with any breach or threatened breach by Licensee of any of the terms, covenants, representations and warranties contained herein, and/or any claim by any Person inconsistent with any of the representations, warranties and covenants hereunder. In addition, Licensee will reimburse Publisher on demand for any payment made at any time after the date hereof for any liability or claim to which this clause relates that has resulted in a judgment against Publisher or which has been settled with the written

consent of Licensee (which consent shall not unreasonably be withheld). Publisher will give Licensee prompt notice of any claim and Licensee will have the right to assume the defense thereof at Licensee's expense.

11. Arrangements/Copies

All EMI Tones (including the master recordings created by Licensee not otherwise owned by record companies) shall be the sole and exclusive property of Publisher from inception, and Licensee hereby sells, assigns and transfers all right, title and interest in and to each such EMI Tone and master recording to Publisher, including without limitation all copyright registrations and applications, and all renewals and extensions thereof, throughout the world. Any arrangement(s) which Licensee shall cause to be made of an Approved Composition in the creation of an EMI Tone shall be made at Licensee's own expense and shall be created only as the result of employment-for-hire and such arrangement shall be "Work Made For Hire" for Publisher, as such term is used in the United States Copyright Law. Licensee hereby sells, assigns and transfers any such arrangement(s) and all right title and interest in and to each such arrangement to Publisher and the worldwide copyright and renewals and extensions of copyright therein. Licensee warrants and represents that all Persons rendering services in connection with the creation of EMI Tones shall have executed, prior to the commencement of creation of any EMI Tone to which such Persons have contributed, written agreement(s), in full compliance with the laws of the United States and other countries, stating that those EMI Tones and any arrangements on which such EMI Tones are based, are considered a work made for hire for Publisher and irrevocably assigning all such Person's rights throughout the Territory in perpetuity, including without limitation copyrights, in those EMI Tones and other materials to Publisher. Upon Publisher's request, Licensee will cause to be executed and delivered to Publisher all assignments and transfers of ownership of copyright (including without limitation all copyright registrations and applications, and all renewals and extensions thereof) in the EMI Tones and any arrangements on which such EMI Tones are based, and any other documents as Publisher may deem necessary or appropriate to vest in Publisher the rights granted to Publisher in this Agreement. Neither Licensee nor any arranger shall be entitled to authorship credit or status as a collaborator or any remuneration by way of royalty or otherwise from the authors of such Approved Composition or from Publisher or any of Publisher's designated agents. No arrangement shall change the basic melody of any Approved Composition.

(b) Licensee shall enable Publisher freely and without charge or expense to receive EMI Tones to ensure Licensee's adherence with and to the terms and conditions of this Agreement. Any such receipt by Publisher will not constitute a Copy and will not be deemed a royalty-bearing event.

12. Ownership

Except as expressly permitted in this Agreement, Licensee shall not at any time, directly or indirectly, license, transfer, assign, sell or otherwise dispose of, pledge, mortgage or in any way encumber any Composition or any interest of any kind therein, and/or any right or license granted hereunder and any such purported license, transfer, assignment, sale, disposal, pledge, mortgage or encumbrance shall be void and of no effect.

13. No Partnership

Nothing herein contained shall create any association, partnership, joint venture or relationship of principal and agent between the parties hereto; it being understood that the parties hereto are, with respect to each other, independent contractors, and neither party shall have any authority to bind the other or the other's representatives in any way and shall not hold itself out to any Person as having authority.

14. Event of Default/Cure

(a) As used herein, the term "Event of Default" shall mean any of the following events: (i) Licensee's failure or inability to fulfill any of its material obligations hereunder for any reason; (ii) Licensee's dissolution or the liquidation of any substantial portion of its assets; (iii) the filing by or against Licensee of a petition for liquidation or reorganization or the commencement of an action against it under any applicable bankruptcy or insolvency legislation as now or hereafter in effect or under any similar statute relating to liquidation or reorganization or Licensee's consenting to any of the foregoing; (iv) the appointment of a trustee, receiver, custodian or similar appointee for Licensee for any of its property or Licensee consenting to any such appointment; (v) Licensee's making of an assignment for the benefit of creditors; (vi) Licensee becoming insolvent; (vii) Licensee's failure to pay, or admission in writing of its inability to pay, its debts as they come due; (viii) Licensee's receipt of a "going concern" notification or similar qualification; (ix) a reduction of ten percent (10%) or more in Licensee's workforce; (x) Licensee's report of a quarterly loss for four (4) consecutive quarters; or (xi) any action by Licensee which jeopardizes any material right or remedy of Publisher hereunder. In the event that any of the matters described in this paragraph 14(a) occurs, Licensee shall provide prompt written notice thereof to Publisher.

(b) Without limiting or affecting the rights or remedies which Publisher may have under this Agreement or at law or equity, with respect to Licensee's obligations under this Agreement, it is agreed that if an Event of Default occurs or in the event of a breach on the part of Licensee, Publisher may notify Licensee in writing of such default or breach and Licensee shall have ten (10) business days from receipt of such notice in which to cure such Event of Default or breach. If such breach or Event of Default is not curable or is not cured within said ten (10) business day period, this Agreement shall automatically terminate and Licensee shall be deemed to have automatically and irrevocably assigned and transferred to Publisher, without further consideration, all right, title and interest in and to all EMI Tones (including the master recordings created by Licensee not otherwise owned by co-publishers or record companies), to the extent that such rights and interests have not already been assigned to or vested in Publisher; provided, however, that with respect to any breach or default concerning the payment of any monies whatsoever, this Agreement shall automatically terminate and the aforesaid assignment and vesting shall occur if such particular breach is not remedied within five (5) business days from the date of the notice. Publisher, in the event of any automatic termination under this paragraph and without prejudice to any other rights and remedies, shall have rights and remedies for copyright infringement, including injunctive relief.

(c) The termination of this Agreement pursuant to this paragraph shall render the further exploitation of an EMI Tone actionable as an act of copyright infringement fully subject to the remedies provided by the Copyright Act, Title 17, of the United States Code, together with other legal and equitable remedies available to Publisher.

15. Notices

Any and all notices, consents, approvals, demands, other communications and payments hereunder shall be hand delivered or sent by certified mail, return receipt requested, at the address below (or at such other address hereafter designated by either party in writing) as follows:

To Publisher: As set forth in the heading of this Agreement.
Attention: Hillary Kahn
cc: John Melillo at jmelillo@emimusicpub.com

To Licensee: As set forth in the heading of this Agreement.

Any notice shall be deemed complete when the same (containing whatever information may be required hereunder) is deposited in any mail box properly addressed and sent as aforesaid, except that: (a) all materials personally delivered shall be deemed served when actually received by the party to whom addressed; (b) air express materials shall be deemed served on the day of delivery to the air express company; (c) notices of change of address shall be effective only from the date of receipt; and (d) royalty

statements may be sent by regular mail and shall be deemed rendered when actually received by Publisher.

16. Governing Law

This Agreement has been entered into and delivered in the State of New York and the validity, interpretation and legal effect of this Agreement shall be governed by and construed in accordance with the internal laws of the State of New York applicable to contracts entered into and performed entirely within the State of New York. Only the New York courts (state and federal) will have jurisdiction over any controversies regarding this Agreement, and the transactions contemplated by this Agreement; any action or other proceeding which involves such a controversy will be brought in those courts, in New York County, and not elsewhere. Licensee hereby irrevocably submits to the jurisdiction of the New York courts (state and federal) in any such action or proceeding and irrevocably waives any right to contest the jurisdiction (in rem or in personam) or power or decision of that court within or without the United States other than appropriate appellate courts having jurisdiction over appeals from such court(s). Licensee also irrevocably waives any defense of inconvenient forum to the maintenance of any such action or proceeding. Any process in any action or proceeding may, among other methods, be served upon Licensee by delivering or mailing it in accordance with paragraph 15. Any such delivery or mail service shall be deemed to have the same force and effect as personal service within the State of New York.

17. Assignment; Change of Control

This Agreement, and the rights, opportunities and obligations created pursuant to this Agreement, are not assignable or transferable in any manner by Licensee, nor shall Licensee sublicense or delegate any of its rights or obligations without the prior written consent of Publisher, not to be unreasonably withheld. EMI may assign this Agreement and any of its rights hereunder in whole or in part to any Person which controls, which is controlled by, or which is under common control with, EMI and/or each such Publisher or which is in partnership with EMI and/or each such Publisher, and/or to any parent, affiliated or subsidiary company or corporation, or to a Person owning, or acquiring, all or a substantial part of EMI and/or each such Publisher's stock and/or assets or with whom EMI and/or each such Publisher may merge or be merged, in which case Licensee shall not be released from its obligations hereunder.

18. Confidentiality; Publicity

Licensee and EMI agree that all information with respect to this Agreement, whether furnished by EMI to Licensee or otherwise acquired by Licensee in the course of business with EMI, shall be kept confidential. Such information shall not be disclosed at any time to any Person except to the extent required by an order of a court or other tribunal having jurisdiction or pursuant to rules and regulations of a governmental body. Notwithstanding the foregoing, the parties acknowledge and agree that in certain situations, such as where copublishers of an Approved Composition, publishers of other compositions and/or master owners require a favored nations provision, the information contained in this Agreement may have to be divulged with respect to monies payable and rights granted. Licensee and EMI may not use the other party's name in news releases, articles, brochures and marketing and/or promotional materials, without the other party's prior written approval.

19. Entire Agreement

(a) This Agreement sets forth the entire understanding between the parties hereto with respect to the subject matter hereof, and merges and extinguishes all prior understandings, negotiations, and agreements. No amendment to or modification, waiver, termination, or discharge of this Agreement or of any provision hereof shall be binding unless confirmed by a written instrument duly executed by the party to be charged therewith. Any process in any action, suit, or proceeding arising out of or relating to this Agreement may, among other methods, be served upon the applicable party by delivering it or mailing it in accordance with paragraph 15 above. No waiver of any provision of or default under this Agreement shall affect the right of either party thereafter to enforce such provision or to exercise any right or remedy in the event of any other default, whether or not similar.

(b) If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not essential to the intended operation of this Agreement.

20. Miscellaneous

This Agreement shall apply for the Term hereof only, and shall not be binding upon or prejudicial to any position taken by Publisher or Licensee for any period subsequent to the Term of this Agreement. The captions of paragraphs contained in this Agreement are for reference only and are not to be construed in any way as a part of the Agreement. This Agreement shall not become effective until executed by all proposed parties hereto.

IN WITNESS WHEREOF, the parties have caused the foregoing to be executed as of the date first above written.

EMI Music Publishing

By: _____
Publisher

MP3G.com

By: _____
Licensee

SCHEDULE A

(List of Publishing Catalogs)

AVON GATE MUSIC INC. (BMI)
BARHAM BOULEVARD MUSIC, INC. (BMI)
BEECHWOOD MUSIC CORP. (BMI)
BURBANK PLAZA MUSIC, INC. (ASCAP)
CARWIN MUSIC INC. (ASCAP)
COLGEMS-EMI MUSIC INC. (ASCAP)
COMBINE MUSIC CORP. (BMI)
EMI AFFILIATED CATALOG INC. (BMI)
EMI AL GALLICO MUSIC CORP. (BMI)
EMI ALGEE MUSIC CORP. (BMI)
EMI APRIL MUSIC INC. (ASCAP)
EMI BELFAST MUSIC, INC. (BMI)
EMI BMPC CORP. (ASCAP)
EMI BLACKWOOD MUSIC INC. (BMI)
EMI BRILLIG MUSIC, INC. (ASCAP)
EMI DUCE MUSIC, INC. (ASCAP)
EMI EASY LISTENING MUSIC CORP. (ASCAP)
EMI FEIST CATALOG INC. (ASCAP)
EMI FULL KEEL MUSIC (ASCAP)
EMI GOLD HORIZON MUSIC CORP. (BMI)
EMI GOLDEN TORCH MUSIC CORP. (ASCAP)
EMI GROVE PARK MUSIC, INC. (BMI)
EMI HASTINGS CATALOG INC. (BMI)
EMI INTERTRAX MUSIC INC. (BMI)
EMI JEMAXAL MUSIC INC. (ASCAP)
EMI LONGITUDE MUSIC (BMI)
EMI MILLER CATALOG INC. (ASCAP)
EMI MILLS MUSIC, INC. (ASCAP)
EMI MOGULL, INC. (ASCAP)
EMI NORBUD MUSIC, INC. (BMI)
EMI NTM HOLDINGS, INC. (ASCAP)
EMI PST HOLDINGS, INC. (ASCAP)
EMI ROBBINS CATALOG INC. (ASCAP)
EMI SOSAHA MUSIC INC. (BMI)
EMI SLITHY SONGS, INC. (BMI)
EMI TSM HOLDINGS, INC. (BMI)
EMI U CATALOG INC. (ASCAP)
EMI UNART CATALOG INC. (BMI)
EMI VARIETY CATALOG INC. (ASCAP)
EMI VINE MUSIC, INC. (BMI)
EMI VIRGIN MUSIC, INC. (ASCAP)
EMI VIRGIN SONGS, INC. (BMI)
EMI WATERFORD MUSIC, INC. (ASCAP)
EMI WORLDTRAX MUSIC INC. (ASCAP)
FORAY MUSIC (SESAC)
GLENWOOD MUSIC CORP. (ASCAP)
JOBETE MUSIC CO., INC. (ASCAP)
NEW TANDEM MUSIC, INC. (ASCAP)
SCREEN GEMS-EMI MUSIC INC. (BMI)
STONE DIAMOND MUSIC CORPORATION (BMI)

TRIPLE STAR MUSIC, INC. (BMI)

SCHEDULE B

(List of Approved Compositions)

SCHEDULE C

(pursuant to paragraph 1(o))

ADDENDUM OF RIGHTS

ADDENDUM to the Agreement dated April 15, 2005, by and between EMI Music Publishing and MP3G.com (the "Agreement"). Upon the full execution of this Addendum by the parties hereto, the following additional Website(s) is/are deemed Approved Website(s), and thus part of the Network, effective as of the date set forth below:

1. The URL(s) of the Website(s) proposed for approval pursuant to this Addendum, and the date on which EMI Tones first shall be marketed thereon, is/are:

http://www._____.com Date: _____

2. All terms not defined herein shall have the same meaning given them in the Agreement. Except as expressly or by necessary implication modified hereby, the terms and conditions of the Agreement remain in full force and effect, and are hereby ratified and affirmed without limitation or exception.

IN WITNESS WHEREOF, the parties have caused the foregoing ADDENDUM to be executed as of this _____ day of _____, 200_.

EMI Music Publishing

By: _____
Publisher

MP3G.com

By: _____
Licensee

SCHEDULE D

(pursuant to paragraph 2(b))

ADDENDUM OF RIGHTS

ADDENDUM to the Agreement dated April 15, 2005, by and between EMI Music Publishing and MP3G.com (the "Agreement"). Upon the full execution of this Addendum by the parties hereto, the following listed Composition(s) are deemed Approved Composition(s) under the Agreement, effective as of the date set forth below:

1. The Composition(s) subject to this Addendum is/are:

["TITLE"] composed by ["WRITER(S)" (%)].

2. The Territory shall be as per the Agreement, [excluding, in the case of the Composition entitled _____, the country(ies) of _____.]

3. All terms not defined herein shall have the same meaning given them in the Agreement. Except as expressly or by necessary implication modified hereby, the terms and conditions of the Agreement remain in full force and effect, and are hereby ratified and affirmed without limitation or exception.

IN WITNESS WHEREOF, the parties have caused the foregoing ADDENDUM to be executed as of this _____ day of _____, 200_.

EMI Music Publishing

By: _____
Publisher

By
Publisher
Fed.I.D. #
Signed by Hillary Kahn, 06/08/2005
Input by Hillary Kahn, 06/08/2005

MP3G.com

By: _____
Licensee

mp3g.com (songdog network company)

By_____
Licensee

Signed by John Collins, 06/08/2005
Input by Hillary Kahn, 06/08/2005

Ringtone and Mastertone License

THIS AGREEMENT (the "Agreement") is made as of June 1, 2005 ("Effective Date"), by and between Hudson Entertainment, Inc., 411 Borel Avenue, Suite 101, San Mateo, CA 94402, Attn: Mike Samachisa ("Licensee"), and EMI Music Publishing, 810 Seventh Avenue, New York, New York 10019 ("EMI", "Publisher"). All capitalized terms in this Agreement are defined in paragraph 1 below, unless otherwise indicated.

WHEREAS, EMI is actively engaged in the business of music publishing and controls the music publishing rights to certain Compositions which are contained in the music publishing catalogs owned and controlled by EMI; and

WHEREAS, Licensee desires to obtain and Publisher desires to grant a license to arrange and record one or more Approved Composition(s) for the sole purpose of creating EMI Ringtones and Mastertones that may be distributed as EMI Tones whereby an End-user can receive a copy of the EMI Tone into a Wireless Device ("Licensee's Service"), solely in the manner provided herein and in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. Definitions

As used in this Agreement, the following terms will have the meanings set forth below:

(a) "Composition" means a musical composition which is owned and/or controlled in whole or in part by Publisher, and which is made available, in Publisher's discretion and subject to Publisher's written approval, to Licensee subject to the terms and conditions set forth in this Agreement and subject to any restrictions imposed by Publisher or by any Songwriter Agreements; provided that with respect to any Composition which is or may be owned or controlled by Publisher only in part, the term "Composition" shall refer only to that portion of the musical composition owned or controlled by Publisher. "Approved Composition" means a Composition which, pursuant to paragraph 2 below, has been approved by Publisher as an Approved Composition available for use by Licensee in accordance with the terms and conditions of this Agreement.

(b) "Copy," means a digital transmission(s) or electronic distribution(s) of a single Approved Composition contained in an EMI Tone to an End-user.

(c) "Copies Sold" and "sales" mean one hundred (100%) percent of those Copies digitally transmitted or otherwise electronically distributed to End-users (including without limitation to an End-user's Wireless Device).

(d) "Dollars" and "Cents" mean United States Dollars and Cents.

(e) "EMI Ringtone" and "EMI Mastertone" means a Ringtone and Mastertone, respectively, that features the digital transmission of an Approved Composition, the length of which shall not exceed thirty (30) consecutive seconds, solely in connection with Licensee's Service and in accordance with the terms and conditions of this Agreement. For the purpose of this Agreement, EMI Ringtones and EMI Mastertones collectively shall be referred to as "EMI Tones".

(f) "End-user" means a Wireless Device owner, user, or customer who legally procures from Licensee the sale or distribution of an EMI Tone, for that period of time only during which such transmission right has been legally procured.

(g) "Network" means the Approved Website(s) on which EMI Tones will be made available to End-users, as served from and through the Server, via a range of service channels including Internet, cable, satellite, web, WAP, SMS, or cellular transmission. Licensee at all times shall institute security measures with respect to all aspects of its Network(s) that: (i) prevent any EMI Tones or any underlying Approved Composition from being copied, played, distributed, transmitted, performed, used or exploited, in whole or in part, in any format or by any means other than in the format and by the means permitted by Publisher hereunder; (ii) prevent unauthorized reproduction and distribution of all EMI Tones and any underlying Approved Compositions; (iii) are sufficient, as determined by Publisher, to track and enforce the use limitations and other restrictions described in this Agreement; and (iv) meet or exceed current industry standards as they exist from time to time for the licensed delivery of music via digital transmission (including, without limitation, anti-virus, firewall, password, and anti-hacking protections).

(h) "Person" means any individual, corporation, partnership, association or other organized group or combination of any or all of the foregoing, and their legal successors or representatives.

(i) "Ringtone" means any data that resides or is stored in (whether temporarily or permanently), or which is transmitted to, a Wireless Device, which data causes a predetermined melodic sequence of a musical composition to be reproduced, performed, and/or played for purposes of announcing an incoming call on such Wireless Device in an audio format (i.e., not audiovisual). For the avoidance of doubt, "Ringtone" shall not include (and this Agreement shall not be deemed to grant Licensee any rights to use Compositions in or as), inter alia, Ringbacks or Ringback tones, or so-called enhanced ringtones (e.g., Ringtones that include any visual element). For the purpose of this Agreement, Ringtones that: (i) embody a master sound recording of the Composition or (ii) embody vocal and/or human instrumental performances, shall be referred to as "Mastertones".

(j) "Ringbacks" or "Ringback tones" means the distribution or transmission of a musical composition to a Wireless Device or telephone for the purpose of notifying a caller that the call recipient is being alerted to the incoming call.

(k) "Server" means Licensee's proprietary Internet server which shall be located within the Territory, on which templates of the EMI Tones licensed hereunder will exclusively reside, and from which the EMI Tones will be digitally transmitted or distributed to End-users through the Network. For purposes of clarification, no EMI Tone shall be offered for sale through an Approved Website and permanently stored in an End-user's Wireless Device without first being transmitted from and through the Server.

(l) "Songwriter Agreement(s)" shall mean those agreements pursuant to which Publisher has acquired rights with respect to any Composition.

(m) "Term" has the meaning set forth in paragraph 5(a) below.

(n) "Territory" has the meaning set forth in paragraph 4 below.

(o) "Website" means a collection of interconnected hypertext markup language documents accessible at a single Universal Resource Locator ("URL") via the World Wide Web, owned and operated by the same Person or at the sole direction of such Person. "Approved Website(s)" means the Website(s) having the URL(s) "www.hudsonentertainment.com" from which Licensee intends to advertise and market the sale of EMI Tones. In the event Licensee desires an additional Website to become an Approved Website, prior to such website's advertising or marketing of any EMI Tone, Licensee shall complete, execute and submit to Publisher two (2) copies of an Addendum in the form set forth in Schedule B, and if Publisher returns to Licensee a counter-executed copy of the Addendum (which Publisher may elect to do in its sole discretion), said Website shall be deemed an Approved Website. Licensee shall reasonably

cooperate with respect to Publisher's further inquiries concerning any additional Website(s) proposed by Licensee, including without limitation, the nature of business conducted on said Website(s) and by the Person(s) owning and operating or directing the operation of such Website(s), and the accounting and reporting procedures in place between Licensee and the Person(s) owning and operating or directing the operation of such Website(s).

(p) "Wireless Device" means a mobile telephone or a hybrid handheld wireless device that incorporates the telephony or messaging function of a mobile telephone and that operates on a wireless communications network regulated by the U.S. Federal Communications Commission in accordance with its rules and regulations governing commercial mobile radio services. Wireless Devices do not include, without limitation, toys, or games.

(q) Each other expression used herein, unless herein separately defined, shall have the meaning commonly understood in the music publishing industry.

2. Supply of Compositions

(a) The Compositions listed on Schedule A hereto (hereby incorporated herein by this reference) as of the Effective Date are deemed to be Approved Compositions for purposes of this Agreement. From time to time during the Term, Schedule A may be amended by Publisher in its discretion, in which event Publisher shall provide Licensee with a written copy of such revised Schedule A, and upon Licensee's receipt of such revised Schedule A, the Compositions listed on such revised Schedule A shall be deemed to be Approved Compositions for purposes of this Agreement (and to the extent that any Approved Compositions from an earlier version of Schedule A are not listed on such revised Schedule A, such Compositions shall no longer be deemed to be Approved Compositions for purposes of this Agreement). Publisher will use reasonable efforts to clearly indicate for Licensee any additions, deletions and/or corrections to the list of Compositions set forth in any revised Schedule A that is provided to Licensee.

(b) Following the execution of this Agreement and throughout the Term, Licensee may seek Publisher's approval of Compositions that do not appear on Schedule A for use as Approved Compositions for purposes of the creation and transmission of EMI Tones. In such event, Licensee shall notify Publisher in writing of said requested Compositions. If Publisher agrees to consider the approval of such requested Composition(s), it shall provide written notice thereof to Licensee who shall complete, execute and submit to Publisher two (2) copies of an Addendum in the form set forth in Schedule C, and if Publisher returns to Licensee a counter-executed copy of the Addendum (which Publisher may elect to do in its sole discretion), the Compositions set forth in such Addendum shall be deemed Approved Compositions for purposes of this Agreement and the then-current version of Schedule A shall be deemed amended to include such Approved Compositions.

(c) Publisher reserves the right, in its sole discretion, to refuse to approve any Composition(s) for use as Approved Composition(s). For purposes of example, but without limitation, except as otherwise expressly provided by Publisher, as of the Effective Date and throughout the Term, Compositions written in whole or in part by Tracy Chapman, John Lennon, Jeff Lynne, James Taylor, and Stevie Wonder, and the members of the recording artists known as Aerosmith, Foo Fighters, Nirvana, Red Hot Chili Peppers, Tool, the Mars Volta, A Perfect Circle and Savage Garden, and the Composition "You've Got A Friend" (King) are not, and shall not become, Approved Compositions.

(d) Notwithstanding anything to the contrary contained in this Agreement, Licensee shall remove any EMI Tone(s) from the Network(s) within seven (7) business days after Licensee's receipt of notice from Publisher requesting such removal, and as of the end of such seven (7) business day period, and thereafter throughout the Term, Licensee shall not sell, transmit, or otherwise use or exploit such EMI Tone(s), and shall not permit third parties to do any of the foregoing, for any purpose without Publisher's prior written consent.

3. Grant of Rights

(a) License Grant to Licensee. Subject to the terms and conditions of this Agreement and provided that Licensee has fully complied with such terms and conditions, Publisher hereby grants to Licensee the following non-exclusive, non-transferable limited rights solely during the Term and solely in the Territory:

(i) Arrangement and Recording. To arrange and record, at Licensee's sole expense, one (1) excerpt of each Approved Composition, comprising up to thirty (30) consecutive seconds of such Approved Composition, for use solely in connection with the creation of an EMI Tone based on such excerpt; provided that (A) each EMI Tone shall only contain elements of one (1) Approved Composition (for purposes of example only, an EMI Tone may not include portions of two (2) or more separate Approved Compositions or portions of an Approved Composition together with portions of any other musical composition); (B) the Approved Composition excerpt used to create an EMI Tone shall be a single, continuous excerpt (for purposes of example only, such excerpt may not comprise the first ten (10) seconds and the last twenty (20) seconds of such Approved Composition); (C) no arrangement created in accordance with this paragraph 3(a)(i) shall change the basic melody or fundamental character of an Approved Composition (other than as necessarily resulting from limiting the excerpt of such Approved Composition to thirty (30) consecutive seconds); and (D) all arrangements created in accordance with this paragraph 3(a)(i) shall be subject to the provisions of paragraph 11 below;

(ii) Creation of Single Template or Server Copy. To create a template or server copy of each EMI Tone, which shall be "uploaded" to and reside on the Server for the sole and exclusive purpose of transmitting or distributing EMI Tones to End-users in accordance with the terms and conditions herein;

(iii) Sell Copies To End-Users. To sell Copies of the EMI Tones, on and through the Network, so that an End-user can purchase a Copy of the EMI Tone such that the EMI Tone may be embedded in his or her Wireless Device (it being understood that temporary, transient, non-permanent copies of the EMI Tones incidental to said transmission may be created on the Network, provided (A) no permanent copies of the EMI Tones are stored or cached on the Network except on the Server or on an End-user's Wireless Device and (B) if a security breach in the Network arises, Licensee shall immediately comply with any Publisher request to block access or remove from the Server any EMI Tone so affected);

(iv) Streaming for Promotional Purposes. For each EMI Tone, and subject to Licensee securing all necessary public performance licenses (as described in paragraph 8 below), to "stream" up to thirty (30) consecutive seconds of such EMI Tone to prospective End-users in the form of a digital audio transmission for the sole purpose of previewing or demonstrating such EMI Tone to facilitate its purchase, sale, or licensing through the Network in accordance with this Agreement; provided that Licensee shall not sell, lease, transmit, offer, or otherwise provide any EMI Tone streamed in accordance with this paragraph 3(a)(iv) (including any Approved Composition incorporated therein) as a downloadable file or in any form that would allow any Person to create, store, or retain a copy of all or part thereof.

(b) Restrictions. Notwithstanding any other provision of this Agreement:

(i) This Agreement does not authorize or permit any use or other exploitation of any Composition by Licensee or any third party, except as expressly authorized herein. If any such use or other exploitation is made or permitted by Licensee, this Agreement shall immediately terminate, and all rights and licenses granted to Licensee hereunder shall automatically terminate.

(ii) No license or other rights are granted herein to Licensee or any third party to use any current or future trademarks, service marks, design marks or trade names of or associated with Publisher (such marks and names, collectively, the "EMI Marks"), for any purpose. Licensee may only use the EMI Marks with the prior written approval of Publisher.

(c) With respect to any Approved Composition of which less than one hundred percent (100%) is controlled by Publisher, prior to exercising any of the rights or licenses granted herein in such Approved Composition or any EMI Tone incorporating such Approved Composition, Licensee shall secure all rights and licenses from all applicable co-publisher(s) necessary to exercise, without violating the intellectual property rights or other rights of such co-publisher(s) or any third party, the rights and licenses granted herein.

(d) Nothing contained herein shall grant Licensee the right to use any particular recording of an Approved Composition.

(e) Without limiting any other provision of this Agreement, with respect to any third party rights that are necessary to be obtained by Licensee in connection with any EMI Tone or any recording or performance incorporated into or used to arrange any EMI Tone, Licensee shall be responsible for obtaining such rights at its sole expense.

4. Territory

The "Territory" covered during the Term shall be the United States, its territories and possessions (including Puerto Rico), and Canada.

5. Term

(a) The "Term" of this Agreement is one (1) year, commencing June 1, 2005, and terminating May 31, 2006.

(b) Notwithstanding the foregoing, EMI may terminate the entire grant of rights contained in this Agreement and/or the grant of rights with respect to a particular Approved Website, at any time for any reason upon thirty (30) days prior written notice to Licensee. Promptly thereafter, Licensee shall furnish Publisher with a written confirmation that it has performed any/all takedowns of EMI Tones from the Server necessary to comply with the applicable termination of rights by Publisher.

(c) If Licensee has failed to fully launch its services for any reason as contemplated upon execution of this Agreement in accordance with the rights granted to Licensee herein, as of September 1, 2005, (i) this Agreement shall immediately terminate and all terms and conditions hereof will be deemed null and void as of such date, (ii) any and all EMI Tones created by Licensee shall remain the sole property of Publisher as of such date, and Licensee shall immediately assign and transfer any and all rights therein to Publisher, (iii) Licensee shall immediately take down all EMI Tones as of such date and all of Licensee's rights in and to EMI Tones shall immediately terminate, and (iv) upon Publisher's written request , all EMI Tones in Licensee's possession or control shall be promptly destroyed by Licensee, and Licensee will deliver an affidavit to Publisher attesting to such destruction.

6. Advance / Royalties

(a) As used herein, "Publisher's Prorata Share" shall mean that proportion of Publisher's ownership of the applicable Composition, as set forth on the Schedule C Addendum.

(b) (i) In consideration of the rights granted hereunder, upon execution of this Agreement Licensee shall pay to Publisher the sum of Five Thousand ($5,000.00) Dollars, as a non-returnable advance, recoupable solely from royalties otherwise payable for each Copy Sold as of the commencement hereof pursuant to this paragraph 6 ("Advance").

(ii) Licensee shall also pay Publisher a non-returnable, non-recoupable "fixing fee" equal to Publisher's Prorata Share of Twenty-Five Dollars ($25.00) for each Composition copied to the Server; provided, however, no fixing fee shall be payable hereunder with respect to any Composition that was an Approved Composition under that certain agreement between the parties hereto dated as of June 1m, 2004 and, with respect to which, Licensee [paid Publisher a fixing fee.

(c) (i) Pursuant to the terms and conditions of paragraph 7 below, Licensee shall pay Publisher for each Copy Sold a royalty equal to Publisher's Prorata Share of:

(A) TEN (10%) percent of the retail selling price of each Copy Sold, with a minimum royalty for each Copy Sold of TEN ($0.10) Cents with respect to EMI Ringtones; and

(B) TEN (10%) percent of the retail selling price of each Copy Sold, with a minimum royalty for each Copy Sold of FIFTEEN ($0.15) Cents with respect to EMI Mastertones;

(ii) In the event a recurring fee is charged an End-user to retain a Copy, said charge shall be deemed a royalty-bearing event. For clarity, Licensee shall pay Publisher the applicable royalty pertaining to any Copy each time a recurring payment is made to retain said Copy (or to access said EMI Tone embodied therein) on an End-user's Wireless Device. For purposes of calculating the royalty payable, if applicable, the recurring fee shall be deemed to be the original retail selling price and each time the Copy is thereby retained shall be considered a new "Copy Sold" and a royalty shall thereby be payable.

(iii) In the event a Copy is made to time-out on a Wireless Device and one is made to re-download or otherwise re-acquire said EMI Tone for reasons other than technical failure, said event shall be deemed a royalty-bearing event. For clarity, and notwithstanding the previous sentence, Licensee shall pay Publisher the applicable royalty pertaining to each Copy Sold, irrespective of whether the recipient had previously acquired the same EMI Tone embodied in such Copy Sold.

(iv) In the event a Copy is offered in a form other than individually (e.g., said EMI Tone is made available as part of a bundle or package of wireless content applications, the royalty due in connection with such Copy shall be Publisher's Pro Rata Share of the greater of: (A) TEN (10%) percent of a fraction whose numerator equals the bundle's sale price and whose denominator equals the number of royalty-bearing content applications, or (B) the minimum royalty for each Copy Sold set forth paragraph 6(c)(i) above. By way of example, if Licensee charges $10 for a bundle of eight (8) royalty-bearing content applications (one of which is a Copy), then the royalty applicable to said Copy shall be Publisher's Prorata Share of $0.125, i.e., 10% of ($10) 8).

(v) In the event a recurring transmission fee, in addition to the original EMI Tone purchase fee, is charged to an End-user each time an End-user hears the EMI Tone (e.g., a Ten Cent ($0.10) recurring transmission fee is charged to an End-user each time he/she hears an EMI Tone), Licensee shall pay Publisher for each such Copy Publisher's Prorata Share of Ten percent (10%) of such transmission fee, in addition to the Royalty otherwise set forth in this paragraph 6.

(d) In the event an Approved Composition is controlled less than one hundred (100%) percent by Publisher or if the Songwriter Agreements require direct payments to certain third parties, upon Publisher's request, Licensee shall make direct payments to such applicable co-publishers or other third parties.

(e) In the event Licensee agrees to (or has agreed to) pay to a co-publisher of an Approved Composition, a publisher of any musical composition or a licensor of any sound recording embodying an Approved Composition used in any Ringtone or Mastertone, compensation or consideration in excess of the compensation or consideration to be paid to Publisher hereunder (collectively, "Excess Compensation"), then effective as of the date of such agreement, Licensee shall immediately pay to Publisher an amount equal to such Excess Compensation and this Agreement shall be deemed amended effective as of the date of such agreement to include such more favorable compensation provision. In the event the Approved Composition is not entirely controlled by Publisher, the Excess Compensation shall be based upon and shall reflect Publisher's Pro Rata Share. Upon request, Licensee shall supply to Publisher copies of all agreements between Licensee and third party licensors by which rights are granted for the use of any sound recording or musical compositions (including Approved Compositions) in Ringtones and/or in Mastertones.

7. Accounting

(a) Together with the payment of all applicable sums due Publisher pursuant to paragraph 6 above, Licensee shall render Publisher accounting statements on a quarterly basis, (which shall be provided electronically, along with a hard paper copy), indicating, on a country-by-country, EMI Tone-by-EMI Tone (including the title, writers' name(s), and applicable Publisher-supplied EMI song code for each Approved Composition), and Approved Website-by-Approved Website basis, the number of Copies Sold or otherwise distributed and/or digitally delivered in each country of the Territory, within forty-five (45) days following the last day of each calendar quarter during which such rights are granted herein, whether or not Licensee sold or otherwise distributed Copies within such quarterly period. In addition, the accounting statement shall indicate, with respect to each Copy Sold, the retail selling price therefor, whether said Copy Sold was the result of a first-time transmission or a repeat transmission/recurring charge, and any other information necessary to determine how the applicable royalty for each Copy Sold was calculated.

(b) In addition to providing quarterly accounting statements, Licensee shall, within ninety (90) days of the Effective Date, provide Publisher, upon request, with online, real-time access to the Server in order to permit the accurate identification, tracking and verification of copies of all EMI Tones, and any other data item to be enumerated on accounting statements pursuant to subparagraph (a) above.

(c) Licensee agrees to keep and maintain true and accurate records and books of account in connection with the sale of Copies and all transactions related thereto or otherwise contemplated under this Agreement, and shall retain all such records and books for a period of not less than four (4) years following the termination of this Agreement. Publisher, by its designated representative, shall have the right, upon reasonable written notice, and during normal office hours, to examine the books and records of Licensee, at Licensee's regular place of business where the books and records are maintained, as the same pertain to the subject matter of this Agreement and to make copies and extracts thereof. Licensee shall cooperate with Publisher's representative to assist them in understanding all such material. If, as a result of any audit, it is determined that Licensee has understated the royalties due to Publisher, Licensee shall immediately pay to Publisher the amount of such underpayment. If, as a result of any audit, it is determined that Licensee has understated the royalties due to Publisher by ten (10%) percent or more, Licensee shall pay to Publisher the amount by which royalties have been understated and shall reimburse Publisher for the cost of the audit.

(d) All checks shall be in United States Dollars, shall be made payable to EMI Music Publishing and unless Publisher notifies otherwise, shall be sent to the address indicated in paragraph 15 below. All accountings and payments must be received by Publisher on the date such payment and statement are due, according to the terms of this Agreement, time being of the essence hereof. No payments shall be diminished or reduced in any manner for any reason, including without limitation, any withholdings, currency restrictions, exchanges or taxes. Upon written request, Publisher shall provide Licensee with a current W-9 form for each music publishing catalog receiving payment.

(e) It is understood and agreed that there shall be no "free" or "bonus goods" of the EMI Tones, as such term is understood in the industry, i.e., all Copies Sold, distributed, transmitted, or delivered, regardless of price, shall bear a full royalty hereunder.

(f) Without limiting Publisher's rights and remedies hereunder, at law or in equity: (i) past-due payments are subject to and to be accompanied by payment of interest thereon at the prime rate as established on the due date by The Bank of New York plus two (2%) percent compounded daily and computed from the date(s) upon which each such payment(s) first became due until the date(s) upon which each such payment(s) is remitted to Publisher; and (ii) Licensee shall reimburse Publisher, within five (5) days from receipt of its invoice, for Publisher's reasonable attorney's fees and costs arising out of the occurrence of any Default Event (as defined in paragraph 14), including, without limitation, any failure by Licensee timely to render statements and account to Publisher with respect to royalties which accrue to Publisher in connection with Licensee's exploitation of its rights pursuant to the applicable provisions hereof.

8. No Performance Right Grant

(a) No right of public performance is granted under this Agreement, such right being licensed by the American Society of Composers, Authors and Publishers ("ASCAP"), Broadcast Music Inc. ("BMI"), and the Society of European Stage Authors and Composers ("SESAC") in and for the United States, and the Society of Composers, Authors and Music Publishers ("SOCAN") in and for Canada, as applicable.

(b) Any public performance of an Approved Composition as embodied in an EMI Tone, including without limitation pursuant to paragraph 3(a)(iv) above, not otherwise licensed by ASCAP and/or BMI and SOCAN, as applicable, shall be licensed by Licensee from Publisher or from Publisher's authorized agent. If said license is to be secured from Publisher, Publisher agrees to negotiate in good faith and the issuance of such license shall be in accordance with the customary industry practices and fees. Irrespective of the foregoing, it is understood that clearance by performance rights societies in such portion of the Territory as is outside of the United States will be in accordance with their customary practices and the payment of their customary fees.

9. Restrictions and Reservations of Rights

(a) This Agreement does not authorize or permit any use of a Composition not expressly set forth herein and does not include the right to alter the fundamental character of the music of an Composition, and, specifically, the terms of this Agreement are limited to the use of each Approved Composition only as originally fixed in the EMI Tone. Publisher reserves all rights not expressly granted to Licensee hereunder. All rights granted hereunder are granted on a non-exclusive basis.

(b) No Composition may be used in a dramatic fashion, as such term is understood in the industry, or in any manner which could be considered in bad taste or offensive; i.e. each Approved Composition shall be used with regard to social convention and decency so as not to bring such Composition, the composers thereof, or Publisher into public disrepute or reflect adversely on the Composition, the composers thereof, or Publisher. No individual Composition may be used in connection with any product, any service, or in the branding, marketing, advertising or promotion of any product, service or event.

(c) Without limiting the force and effect of the foregoing, and without intending to provide an exhaustive list of prohibitive acts, this Agreement does not include the rights to: (i) rent or lease an EMI Tone; (ii) sell or otherwise distribute EMI Tones except for the personal use of individual Wireless Device owners; (iii) parody the music or lyrics of an Approved Composition; (iv) make, sell or distribute phonorecords of an Approved Composition; (v) utilize a sound recording and/or audiovisual master(s) not owned or separately licensed by Licensee; (vi) synchronize (or authorize others to synchronize) any Approved Compositions with visual images or events or include any Approved Composition in any audio-visual work, including without limitation in commercials or games; (vii) use the title of an Approved

Composition except for factual and/or descriptive purposes for identifying the EMI Tones available to for purchase; (viii) use any Composition that is not a Approved Composition in any way; or (ix) use an Approved Composition on any broadcast/cablecast or on-line services (whether viewable in real time or downloadable) not specifically enumerated in this Agreement, or on any interactive program, platform, media or storage device, or any promotional use not specifically enumerated herein. Any occurrence of the above-noted items by Licensee or authorized by Licensee shall render all aspects of the Agreement immediately null and void and this Agreement shall terminate.

(d) Except for listing on the Network the composers' names for factual and/or descriptive purposes for identifying the EMI Tones available for purchase, no right whatsoever is being granted hereunder to use or authorize other Persons to use the names (including any professional names, previously, now or hereafter used), facsimile signatures, voices, likenesses or biographical material of, concerning, or regarding any of the composers of a Composition for any purpose whatsoever, including, without limitation, for purposes of exploitation of an EMI Tone on the Network. In no event shall a name of a composer of a Composition be featured more or less prominently than any other composer's name.

10. Warranties and Representations/Indemnity

(a) Publisher warrants only that it has the legal right, power and authority to grant this license and this license is given and accepted without any other warranty or recourse. Publisher hereby agrees to indemnify and hold harmless Licensee and its respective officers, directors, agents, and employees (hereinafter, the "Indemnitees") from and against any and all liabilities, damages, costs, charges, recoveries, judgments, penalties, expenses or losses of whatsoever kind or nature, actually incurred by the Indemnitees (including reasonable attorneys' fees and disbursements) which may be obtained against, imposed upon or suffered by the Indemnitees or any of them, by reason of any breach by Publisher of any of its warranties or representations hereunder. In no event shall the total liability of Publisher in connection with the rights granted for each Approved Composition licensed hereunder exceed the consideration received by Publisher in connection with the licensing of said Approved Composition. Licensee will give Publisher prompt notice of any claim and Publisher will have the right to assume the defense thereof at Publisher's expense.

(b) Licensee represents and warrants that:

(i) there are no actions, suits, proceedings, agreements or other impediments, actual or threatened, which would prevent or impair it from performing its duties and obligations hereunder; and

(ii) it is fully empowered to enter into this Agreement and to perform its duties and obligations hereunder, that it is and shall at all times remain possessed of all rights necessary for it to completely fulfill all of its material obligations hereunder, and that its entering into this Agreement and fulfilling such obligations (including but not limited to maintenance of the Network) does not and shall not infringe upon the rights of any Person whatsoever.

(c) Licensee further represents and warrants that it shall obtain or secure (and maintain during the Term) all necessary and required licenses concerning:

(i) intellectual properties furnished or selected by Licensee and contained in any materials used in connection with the marketing, sale or distribution of Ringtones as authorized hereunder, including without limitation name and likeness rights, and that said materials shall not violate or infringe upon the rights of any third party, including without limitation intellectual property rights and/or rights of privacy and publicity; and

(ii) intellectual properties furnished or selected by Licensee and contained in an EMI Tone not licensed hereunder including that portion of the music publishing rights in and to each Approved Composition not controlled by Publisher; and that said materials shall not violate or infringe upon the rights of any third party, including without limitation intellectual property rights and/or rights of privacy and publicity.

(d) Licensee agrees to fully indemnify Publisher and hold Publisher (and its officers, directors, and employees) harmless of and from any and all liabilities, claims, causes of actions, damages, interest, charges, recoveries, judgments, penalties, expenses or losses of whatsoever kind of nature, (including without limitation, legal expenses and counsel fees and disbursements) of any kind whatsoever which may be occasioned, suffered or incurred by Publisher, either directly or indirectly, in whole or in part, resulting from or in connection with any breach or threatened breach by Licensee of any of the terms, covenants, representations and warranties contained herein, and/or any claim by any Person inconsistent with any of the representations, warranties and covenants hereunder. In addition, Licensee will reimburse Publisher on demand for any payment made at any time after the date hereof for any liability or claim to which this clause relates that has resulted in a judgment against Publisher or which has been settled with the written consent of Licensee (which consent shall not unreasonably be withheld). Publisher will give Licensee prompt notice of any claim and Licensee will have the right to assume the defense thereof at Licensee's expense.

11. Arrangements/Copies

All EMI Tones (including the master recordings created by Licensee not otherwise owned by record companies) shall be the sole and exclusive property of Publisher from inception, and Licensee hereby sells, assigns and transfers all right, title and interest in and to each such EMI Tone and master recording to Publisher, including without limitation all copyright registrations and applications, and all renewals and extensions thereof, throughout the world. Any arrangement(s) which Licensee shall cause to be made of an Approved Composition in the creation of an EMI Tone shall be made at Licensee's own expense and shall be created only as the result of employment-for-hire and such arrangement shall be "Work Made For Hire" for Publisher, as such term is used in the United States Copyright Law. Licensee hereby sells, assigns and transfers any such arrangement(s) and all right title and interest in and to each such arrangement to Publisher and the worldwide copyright and renewals and extensions of copyright therein. Licensee warrants and represents that all Persons rendering services in connection with the creation of EMI Tones shall have executed, prior to the commencement of creation of any EMI Tone to which such Persons have contributed, written agreement(s), in full compliance with the laws of the United States and other countries, stating that those EMI Tones and any arrangements on which such EMI Tones are based, are considered a work made for hire for Publisher and irrevocably assigning all such Person's rights throughout the Territory in perpetuity, including without limitation copyrights, in those EMI Tones and other materials to Publisher. Upon Publisher's request, Licensee will cause to be executed and delivered to Publisher all assignments and transfers of ownership of copyright (including without limitation all copyright registrations and applications, and all renewals and extensions thereof) in the EMI Tones and any arrangements on which such EMI Tones are based, and any other documents as Publisher may deem necessary or appropriate to vest in Publisher the rights granted to Publisher in this Agreement. Neither Licensee nor any arranger shall be entitled to authorship credit or status as a collaborator or any remuneration by way of royalty or otherwise from the authors of such Approved Composition or from Publisher or any of Publisher's designated agents. No arrangement shall change the basic melody of any Approved Composition.

(b) Licensee shall enable Publisher freely and without charge or expense to receive EMI Tones to ensure Licensee's adherence with and to the terms and conditions of this Agreement. Any such receipt by Publisher will not constitute a Copy and will not be deemed a royalty-bearing event.

12. Ownership

Except as expressly permitted in this Agreement, Licensee shall not at any time, directly or indirectly, license, transfer, assign, sell or otherwise dispose of, pledge, mortgage or in any way encumber any Composition or any interest of any kind therein, and/or any right or license granted hereunder and any such purported license, transfer, assignment, sale, disposal, pledge, mortgage or encumbrance shall be void and of no effect.

13. No Partnership

Nothing herein contained shall create any association, partnership, joint venture or relationship of principal and agent between the parties hereto; it being understood that the parties hereto are, with respect to each other, independent contractors, and neither party shall have any authority to bind the other or the other's representatives in any way and shall not hold itself out to any Person as having authority.

14. Event of Default/Cure

(a) As used herein, the term "Event of Default" shall mean any of the following events: (i) Licensee's failure or inability to fulfill any of its material obligations hereunder for any reason; (ii) Licensee's dissolution or the liquidation of any substantial portion of its assets; (iii) the filing by or against Licensee of a petition for liquidation or reorganization or the commencement of an action against it under any applicable bankruptcy or insolvency legislation as now or hereafter in effect or under any similar statute relating to liquidation or reorganization or Licensee's consenting to any of the foregoing; (iv) the appointment of a trustee, receiver, custodian or similar appointee for Licensee for any of its property or Licensee consenting to any such appointment; (v) Licensee's making of an assignment for the benefit of creditors; (vi) Licensee becoming insolvent; (vii) Licensee's failure to pay, or admission in writing of its inability to pay, its debts as they come due; (viii) Licensee's receipt of a "going concern" notification or similar qualification; (ix) a reduction of ten percent (10%) or more in Licensee's workforce; (x) Licensee's report of a quarterly loss for four (4) consecutive quarters; or (xi) any action by Licensee which jeopardizes any material right or remedy of Publisher hereunder. In the event that any of the matters described in this paragraph 14(a) occurs, Licensee shall provide prompt written notice thereof to Publisher.

(b) Without limiting or affecting the rights or remedies which Publisher may have under this Agreement or at law or equity, with respect to Licensee's obligations under this Agreement, it is agreed that if an Event of Default occurs or in the event of a breach on the part of Licensee, Publisher may notify Licensee in writing of such default or breach and Licensee shall have ten (10) business days from receipt of such notice in which to cure such Event of Default or breach. If such breach or Event of Default is not curable or is not cured within said ten (10) business day period, this Agreement shall automatically terminate and Licensee shall be deemed to have automatically and irrevocably assigned and transferred to Publisher, without further consideration, all right, title and interest in and to all EMI Tones (including the master recordings created by Licensee not otherwise owned by co-publishers or record companies), to the extent that such rights and interests have not already been assigned to or vested in Publisher; provided, however, that with respect to any breach or default concerning the payment of any monies whatsoever, this Agreement shall automatically terminate and the aforesaid assignment and vesting shall occur if such particular breach is not remedied within five (5) business days from the date of the notice. Publisher, in the event of any automatic termination under this paragraph and without prejudice to any other rights and remedies, shall have rights and remedies for copyright infringement, including injunctive relief.

(c) The termination of this Agreement pursuant to this paragraph shall render the further exploitation of an EMI Tone actionable as an act of copyright infringement fully subject to the remedies provided by the Copyright Act, Title 17, of the United States Code, together with other legal and equitable remedies available to Publisher.

15. Notices

Any and all notices, consents, approvals, demands, other communications and payments hereunder shall be hand delivered or sent by certified mail, return receipt requested, at the address below (or at such other address hereafter designated by either party in writing) as follows:

To Publisher: EMI Music Publishing
810 Seventh Avenue
New York, New York 10019
Attention: Rod Kotler

To Licensee: As set forth in the heading of this Agreement.

Any notice shall be deemed complete when the same (containing whatever information may be required hereunder) is deposited in any mail box properly addressed and sent as aforesaid, except that: (a) all materials personally delivered shall be deemed served when actually received by the party to whom addressed; (b) air express materials shall be deemed served on the day of delivery to the air express company; (c) notices of change of address shall be effective only from the date of receipt; and (d) royalty statements may be sent by regular mail and shall be deemed rendered when actually received by Publisher.

16. Governing Law

This Agreement has been entered into and delivered in the State of New York and the validity, interpretation and legal effect of this Agreement shall be governed by and construed in accordance with the internal laws of the State of New York applicable to contracts entered into and performed entirely within the State of New York. Only the New York courts (state and federal) will have jurisdiction over any controversies regarding this Agreement, and the transactions contemplated by this Agreement; any action or other proceeding which involves such a controversy will be brought in those courts, in New York County, and not elsewhere. Licensee hereby irrevocably submits to the jurisdiction of the New York courts (state and federal) in any such action or proceeding and irrevocably waives any right to contest the jurisdiction (in rem or in personam) or power or decision of that court within or without the United States other than appropriate appellate courts having jurisdiction over appeals from such court(s). Licensee also irrevocably waives any defense of inconvenient forum to the maintenance of any such action or proceeding. Any process in any action or proceeding may, among other methods, be served upon Licensee by delivering or mailing it in accordance with paragraph 15. Any such delivery or mail service shall be deemed to have the same force and effect as personal service within the State of New York.

17. Assignment; Change of Control

This Agreement, and the rights, opportunities and obligations created pursuant to this Agreement, are not assignable or transferable in any manner by Licensee, nor shall Licensee sublicense or delegate any of its rights or obligations without the prior written consent of Publisher, not to be unreasonably withheld. EMI may assign this Agreement and any of its rights hereunder in whole or in part to any Person which controls, which is controlled by, or which is under common control with, EMI and/or each such Publisher or which is in partnership with EMI and/or each such Publisher; and/or to any parent, affiliated or subsidiary company or corporation, or to a Person owning, or acquiring, all or a substantial part of EMI and/or each such Publisher's stock and/or assets or with whom EMI and/or each such Publisher may merge or be merged, in which case Licensee shall not be released from its obligations hereunder.

18. Confidentiality; Publicity

Licensee and EMI agree that all information with respect to this Agreement, whether furnished by EMI to Licensee or otherwise acquired by Licensee in the course of business with EMI, shall be kept confidential. Such information shall not be disclosed at any time to any Person except to the extent required by an order of a court or other tribunal having jurisdiction or pursuant to rules and regulations of a governmental body. Notwithstanding the foregoing, the parties acknowledge and agree that in certain situations, such as where copublishers of an Approved Composition, publishers of other compositions and/or master owners require a favored nations provision, the information contained in this Agreement may have to be divulged with respect to monies payable and rights granted. Licensee and EMI may not use the other party's name in news releases, articles, brochures and marketing and/or promotional materials, without the other party's prior written approval.

19. Entire Agreement

(a) This Agreement sets forth the entire understanding between the parties hereto with respect to the subject matter hereof, and merges and extinguishes all prior understandings, negotiations, and agreements. No amendment to or modification, waiver, termination, or discharge of this Agreement or of any provision hereof shall be binding unless confirmed by a written instrument duly executed by the party to be charged therewith. Any process in any action, suit, or proceeding arising out of or relating to this Agreement may, among other methods, be served upon the applicable party by delivering it or mailing it in accordance with paragraph 15 above. No waiver of any provision of or default under this Agreement shall affect the right of either party thereafter to enforce such provision or to exercise any right or remedy in the event of any other default, whether or not similar.

(b) If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not essential to the intended operation of this Agreement.

20. Miscellaneous

This Agreement shall apply for the Term hereof only, and shall not be binding upon or prejudicial to any position taken by Publisher or Licensee for any period subsequent to the Term of this Agreement. The captions of paragraphs contained in this Agreement are for reference only and are not to be construed in any way as a part of the Agreement. This Agreement shall not become effective until executed by all proposed parties hereto.

IN WITNESS WHEREOF, the parties have caused the foregoing to be executed as of the date first above written.

EMI Music Publishing

By: _____
Publisher

Hudson Entertainment, Inc.

By: _____
Licensee

SCHEDULE B
(pursuant to paragraph 1(o))

ADDENDUM OF RIGHTS

ADDENDUM to the Agreement dated as of June 9, 2005 by and between EMI Music Publishing and Hudson Entertainment, Inc. (the "Agreement"). Upon the full execution of this Addendum by the parties hereto, the following additional Website(s) is/are deemed Approved Website(s), and thus part of the Network, effective as of the date set forth below:

The URL(s) of the Website(s) proposed for approval pursuant to this Addendum, and the date on which EMI Tones first shall be marketed thereon, is/are:

http://www._____.com Date:_____

2. All terms not defined herein shall have the same meaning given them in the Agreement. Except as expressly or by necessary implication modified hereby, the terms and conditions of the Agreement remain in full force and effect, and are hereby ratified and affirmed without limitation or exception.

IN WITNESS WHEREOF, the parties have caused the foregoing ADDENDUM to be executed as of this _____ day of _____, 200_.

EMI Music Publishing

By:_____
Publisher

Hudson Entertainment, Inc.

By:_____
Licensee

SCHEDULE D

(pursuant to paragraph 2(b))

ADDENDUM OF RIGHTS

ADDENDUM to the Agreement dated as of June 9, 2005, by and between EMI Music Publishing and Hudson Entertainment, Inc. (the "Agreement"). Upon the full execution of this Addendum by the parties hereto, the following listed Composition(s) are deemed Approved Composition(s) under the Agreement, effective as of the date set forth below:

1. The Composition(s) subject to this Addendum is/are:

["TITLE"] composed by ["WRITER(S)" (%)].

2. The Territory shall be as per the Agreement, [excluding, in the case of the Composition entitled _____, the country(ies) of _____:]

3. All terms not defined herein shall have the same meaning given them in the Agreement. Except as expressly or by necessary implication modified hereby, the terms and conditions of the Agreement remain in full force and effect, and are hereby ratified and affirmed without limitation or exception.

IN WITNESS WHEREOF, the parties have caused the foregoing ADDENDUM to be executed as of this _____ day of _____, 200_.

EMI Music Publishing

By:_____
Publisher

Hudson Entertainment, Inc.

By:_____
Licensee

THIS WARNING BAR MUST HAVE A COLORED BACKGROUND WHICH FADES TEMPORARILY WHEN WARMED BY TOUCH OR FRICTION. ADDITIONAL SECURITY FEATURES ARE LISTED ON THE BACK.

p.u.o

HUDSON

HUDSON ENTERTAINMENT, INC.

411 BOREL AVENUE, SUITE 101
SAN MATEO, CA 94402
650-356-0060

SUMITOMO MITSUI BANKING CORPORATION
LOS ANGELES BRANCH
777 S. FIGUEROA STREET, SUITE 2600
LOS ANGELES, CALIFORNIA 90017
16-4159/1220

005754

7/1/2005

PAY TO THE ORDER OF EMI Entertainment World

$ **5,000.00

Five Thousand and 00/100********** DOLLARS

EMI Entertainment World
810 Seventh Ave
New York, NY 10019

MEMO Advance Royalty July 2005

⑈005754⑈ ⑆122041594⑆ 045 17780070⑈

HUDSON ENTERTAINMENT, INC.
EMI Entertainment World

005754

7/1/2005

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
07/05/05	Bill	Advance Royalty 05	5,000.00	5,000.00		5,000.00
					Check Amount	5,000.00

RECEIVED
JUL 11 2005

Cash-Checking Sumitomo Advance Royalty July 2005 5,000.00

AMENDMENT

When signed by Opera Telecom, Inc. ("Licensee"), 13800 Coppermine Road, Herndon, VA 20179, Attention: Karen Stultz and by EMI MUSIC PUBLISHING ("Publisher"), 810 Seventh Avenue, New York, New York 10019, Attention Rod Kotler, this shall constitute an amendment dated July 12, 2005, effective as of July 1, 2005, to those certain License Agreements referenced on Schedule A, attached hereto and made a part hereof, as each may have been amended and as each is in force immediately prior to the execution of this amendment (each, an "Agreement" and collectively, the "Agreements") concerning musical compositions (each a "Composition") which are contained in the music publishing catalogs owned and controlled by Publisher; provided that with respect to any Composition which may be controlled by Publisher only in part, the term "Composition" shall continue to refer only to that percentage of the musical composition controlled by Publisher.

1. All expressions used herein, unless herein separately defined, shall have the same meaning herein as in the respective Agreement.

2. **Amended Term/Territory**

(a) Notwithstanding anything to the contrary contained in an Agreement, the Term of each Agreement (hereinafter, the "Extended Term") is extended for two (2) years ending June 30, 2007

(b) Notwithstanding anything to the contrary contained in an Agreement, the Territory shall be the United States, its territories and possessions, including Puerto Rico, and Canada.

3. **Additional Websites**

As used herein:

(a) "Network" means the Website and Approved Additional Websites on which EMI Ringtones will be made available to End-users, as served from and through the Server, via a range of service channels including Internet, cable, satellite, web, WAP, SMS, or cellular transmission. Licensee at all times shall institute security measures with respect to all aspects of its Network(s) that: (i) prevent any EMI Ringtones or any underlying Authorized Composition from being copied, played, distributed, transmitted, performed, used or exploited, in whole or in part, in any format or by any means other than in the format and by the means permitted by Publisher hereunder; (ii) prevent unauthorized reproduction and distribution of all EMI Ringtones and any underlying Authorized Compositions; (iii) are sufficient, as determined by Publisher, to track and enforce the use limitations and other restrictions described in this Agreement; and (iv) meet or exceed current industry standards as they exist from time to time for the licensed delivery of music via digital transmission (including, without limitation, anti-virus, firewall, password, and anti-hacking protections).

(b) "Website" means a collection of interconnected hypertext markup language documents accessible at a single Universal Resource Locator ("URL") via the World Wide Web, owned and operated by the same Person or at the sole direction of such Person. "Approved Website(s)" means the Website(s) approved by Publisher in its sole discretion from which Licensee intends to advertise and market the sale of EMI Ringtones. As of the date hereof, the Approved Website is that Website having the URL(s) "www.Katazo.com". In the event Licensee desires a Website to become an Approved Website, prior to such website's advertising or marketing of any EMI Tone, Licensee shall complete, execute and submit to Publisher two (2) copies of an Addendum in the form set forth in Schedule B, attached hereto and made a part hereof, and if Publisher returns to Licensee a counter-executed copy of the Addendum (which Publisher may elect to do in its sole discretion), said Website shall be deemed an Approved Website. Licensee shall reasonably cooperate with respect to Publisher's further inquiries concerning any Website(s) proposed by Licensee, including without limitation, the nature of business conducted on said Website(s) and by the Person(s) owning and operating or directing the operation of such Website(s), and the accounting and reporting procedures in place between Licensee and the Person(s) owning and operating or directing the operation of such Website(s).

4. Advance / Royalties

(a) With respect to each Composition copied to the Server for the first time during the Extended Term, Licensee shall pay Publisher a non-returnable, non-recoupable "fixing fee" equal to Publisher's Prorata Share of Twenty-Five Dollars ($25.00) upon execution of the applicable Addendum

(b) (i) Pursuant to the terms and conditions of the Agreement and this Amendment, Licensee shall pay Publisher for each Copy Sold during the Extended Term a royalty equal to Publisher's Prorata Share of:

(A) Ten (10%) percent of the retail selling price of each Copy Sold, with a minimum royalty for each Copy Sold of Ten ($0.10) Cents with respect to EMI Ringtones; and

(B) Ten (10%) percent of the retail selling price of each Copy Sold, with a minimum royalty for each Copy Sold of Fifteen ($0.15) Cents with respect to EMI Mastertones.

(ii) In the event a recurring fee is charged an End-user to retain a Copy, said charge shall be deemed a royalty-bearing event. For clarity, Licensee shall pay Publisher the applicable royalty pertaining to any Copy each time a recurring payment is made to retain said Copy (or to access said EMI Tone embodied therein) on an End-user's Wireless Device. For purposes of calculating the royalty payable, if applicable, the recurring fee shall be deemed to be the original retail selling price and each time the Copy is thereby retained shall be considered a new "Copy Sold" and a royalty shall thereby be payable.

(iii) In the event a Copy is made to time-out on a Wireless Device and one is made to re-download or otherwise re-acquire said EMI Tone for reasons other than technical failure, said event shall be deemed a royalty-bearing event. For clarity, and notwithstanding the previous sentence, Licensee shall pay Publisher the applicable royalty pertaining to each Copy Sold, irrespective of whether the recipient had previously acquired the same EMI Tone embodied in such Copy Sold.

(iv) In the event a Copy is offered in a form other than individually (e.g., said EMI Tone is made available as part of a bundle or package of wireless content applications, the royalty due in connection with such Copy shall be Publisher's Pro Rata Share of the greater of: (A) TEN (10%) percent of a fraction whose numerator equals the bundle's sale price and whose denominator equals the number of royalty-bearing content applications, or (B) the minimum royalty for each Copy Sold set forth paragraph 6(c)(i) above. By way of example, if Licensee charges $10 for a bundle of eight (8) royalty-bearing content applications (one of which is a Copy), then the royalty applicable to said Copy shall be Publisher's Prorata Share of $0.125, i.e., 10% of ($10 ÷ 8).

(v) In the event a recurring transmission fee, in addition to the original EMI Tone purchase fee, is charged to an End-user each time an End-user hears the EMI Tone (e.g., a Ten Cent ($0.10) recurring transmission fee is charged to an End-user each time he/she hears an EMI Tone), Licensee shall pay Publisher for each such Copy Publisher's Prorata Share of Ten percent (10%) of such transmission fee, in addition to the Royalty otherwise set forth in this paragraph 6.

(d) In the event an Approved Composition is controlled less than one hundred (100%) percent by Publisher or if the Songwriter Agreements require direct payments to certain third parties, upon Publisher's request, Licensee shall make direct payments to such applicable co-publishers or other third parties.

(e) In the event Licensee agrees to (or has agreed to) pay to a co-publisher of an Approved Composition, a publisher of any musical composition or a licensor of any sound recording embodying an Approved Composition used in any Ringtone or Mastertone, compensation or consideration in excess of the compensation or consideration to be paid to Publisher hereunder (collectively, "Excess Compensation"), then effective as of the date of such agreement, Licensee shall immediately pay to Publisher an amount equal to such Excess Compensation and this Agreement shall be deemed amended effective as of the date of such agreement to include such more favorable compensation provision. In the event the Approved Composition is not entirely controlled by Publisher, the Excess Compensation shall be based upon and shall reflect Publisher's Pro Rata Share. Upon request, Licensee shall supply to Publisher copies of all agreements between Licensee and third party licensors by which rights are granted for the use of any sound recording or musical compositions (including Approved Compositions) in Ringtones and/or in Mastertones.

5. Accounting

(a) During the Extended Term, together with the payment of all applicable sums due Publisher pursuant to paragraph 5 above, Licensee shall render Publisher accounting statements on a quarterly basis, (which shall be provided electronically, along with a hard paper copy), indicating, on a country-by-country, EMI Tone-by-EMI Tone (including the title, writers' name(s), and applicable Publisher-supplied EMI song code for each Approved Composition), and Approved Website-by-Approved Website basis, the number of Copies Sold or otherwise distributed and/or digitally delivered in each country of the Territory, within forty-five (45) days following the last day of each calendar quarter during which such rights are granted herein, whether or not Licensee sold or otherwise distributed Copies within such quarterly period. In addition, the accounting statement shall indicate, with respect to each Copy Sold, the retail selling price therefor, whether said Copy Sold was the result of a first-time transmission or a repeat transmission/recurring charge, and any other information necessary to determine how the applicable royalty for each Copy Sold was calculated.

(b) In addition to providing quarterly accounting statements, Licensee shall, at all times during the Extended Term, provide Publisher, upon request, with online, real-time access to the Server in order to permit the accurate identification, tracking and verification of copies of all EMI Tones, and any other data item to be enumerated on accounting statements pursuant to subparagraph (a) above.

(c) Licensee agrees to keep and maintain true and accurate records and books of account in connection with the sale of Copies and all transactions related thereto or otherwise contemplated under this Agreement, and shall retain all such records and books for a period of not less than four (4) years following the termination of this Agreement. Publisher, by its designated representative, shall have the right, upon reasonable written notice, and during normal office hours, to examine the books and records of Licensee, at Licensee's regular place of business where the books and records are maintained, as the same pertain to the subject matter of this Agreement and to make copies and extracts thereof. Licensee shall cooperate with Publisher's representative to assist them in understanding all such material. If, as a result of any audit, it is determined that Licensee has understated the royalties due to Publisher, Licensee shall immediately pay to Publisher the amount of such underpayment. If, as a result of any audit, it is determined that Licensee has understated the royalties due to Publisher by ten (10%) percent or more, Licensee shall pay to Publisher the amount by which royalties have been understated and shall reimburse Publisher for the cost of the audit.

(d) All checks shall be in United States Dollars, shall be made payable to EMI Music Publishing and unless Publisher notifies otherwise, shall be sent to the address indicated on page 1 of this Amendment. All accountings and payments must be received by Publisher on the date such payment and statement are due, according to the terms of this Agreement, time being of the essence hereof. No payments shall be diminished or reduced in any manner for any reason, including without limitation, any withholdings, currency restrictions, exchanges or taxes. Upon written request, Publisher shall provide Licensee with a current W-9 form for each music publishing catalog receiving payment.

(e) It is understood and agreed that there shall be no "free" or "bonus goods" of the EMI Tones, as such term is understood in the industry, i.e., all Copies Sold, distributed, transmitted, or delivered, regardless of price, shall bear a full royalty hereunder.

(f) Without limiting Publisher's rights and remedies hereunder, at law or in equity: (i) past-due payments are subject to and to be accompanied by payment of interest thereon at the prime rate as established on the due date by The Bank of New York plus two (2%) percent compounded daily and computed from the date(s) upon which each such payment(s) first became due until the date(s) upon which each such payment(s) is remitted to Publisher; and (ii) Licensee shall reimburse Publisher, within five (5) days from receipt of its invoice, for Publisher's reasonable attorney's fees and costs arising out of the occurrence of any Default Event (as defined in the Agreement), including, without limitation, any failure by Licensee timely to render statements and account to Publisher with respect to royalties which accrue to Publisher in connection with Licensee's exploitation of its rights pursuant to the applicable provisions hereof.

6. **Miscellaneous:**

This Agreement shall not become effective until executed by all proposed parties hereto.

7. Except as expressly or by necessary implication modified hereby, all terms and conditions of the Agreement shall remain in full force and effect, and are hereby ratified and reaffirmed, but in the event of any inconsistency(ies) between the provisions of the Agreement and the provisions of this amendment, the latter shall control.

IN WITNESS WHEREOF, the parties have caused the foregoing to be executed as of the date first above written.

EMI Music Publishing

By: _____
An authorized signatory

Fed. I.D. #13-3377720

Opera Telecom, Inc.

By: _____
An authorized signatory

SCHEDULE B
(pursuant to paragraph 3)

ADDENDUM OF RIGHTS

ADDENDUM to the Agreement dated as of July 12, 2005, by and between EMI Music Publishing and Opera Telecom, Inc. (the "Agreement"), to be effective as of the date hereof, to make the following additional Website(s) constitute Approved Website(s), and thus part of the Network.

The URL(s) of the Website(s) proposed for approval pursuant to this Addendum, and the date on which EMI Ringtones first shall be marketed thereon, is/are:

http://www. Kotaza .com Date: 7/27/05

2. All terms not defined herein shall have the same meaning given them in the Agreement. Except as expressly or by necessary implication modified hereby, the terms of the Agreement are hereby ratified and affirmed without limitation or exception.

IN WITNESS WHEREOF, the parties have caused the foregoing ADDENDUM to be executed as of this 27 day of July, 2005

EMI Music Publishing

By: _____
Publisher

Opera Telecom, Inc.

By: [signature]
Licensee

Ringtone and Mastertone License

THIS AGREEMENT (the "Agreement") is made as of July 4, 2005 ("Effective Date"), by and between LaNetro USA Corporation, 2100 Salzedo, 200, Coral Gables, FL 33134 ("Licensee"), and EMI Music Publishing, 810 Seventh Avenue, New York, New York 10019 ("EMI", "Publisher"). All capitalized terms in this Agreement are defined in paragraph 1 below, unless otherwise indicated.

WHEREAS, EMI is actively engaged in the business of music publishing and controls the music publishing rights to certain Compositions which are contained in the music publishing catalogs listed on Schedule A, attached hereto and made a part hereof; and

WHEREAS, Licensee desires to obtain and Publisher desires to grant a license to arrange and record one or more Approved Composition(s) for the sole purpose of creating EMI Ringtones that may be distributed as EMI Tones whereby an End-user can receive a copy of the EMI Tone into a Wireless Device ("Licensee's Service"), solely in the manner provided herein and in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. Definitions

As used in this Agreement, the following terms will have the meanings set forth below:

(a) "Composition" means a musical composition which is owned and/or controlled in whole or in part by Publisher, and which is made available, in Publisher's discretion and subject to Publisher's written approval, to Licensee subject to the terms and conditions set forth in this Agreement and subject to any restrictions imposed by Publisher or by any Songwriter Agreements; provided that with respect to any Composition which is or may be owned or controlled by Publisher only in part, the term "Composition" shall refer only to that portion of the musical composition owned or controlled by Publisher. "Approved Composition" means a Composition which, pursuant to paragraph 2 below, has been approved by Publisher as an Approved Composition available for use by Licensee in accordance with the terms and conditions of this Agreement.

(b) "Copy," means a digital transmission(s) or electronic distribution(s) of a single Approved Composition contained in an EMI Tone to an End-user.

(c) "Copies Sold" and "sales" mean one hundred (100%) percent of those Copies digitally transmitted or otherwise electronically distributed to End-users (including without limitation to an End-user's Wireless Device).

(d) "Dollars" and "Cents" mean United States Dollars and Cents.

(e) "EMI Ringtone" and "EMI Mastertone" means a Ringtone and Mastertone, respectively, that features the digital transmission of an Approved Composition, the length of which shall not exceed thirty (30) consecutive seconds, solely in connection with Licensee's Service and in accordance with the terms and conditions of this Agreement. For the purpose of this Agreement, EMI Ringtones and EMI Mastertones collectively shall be referred to as "EMI Tones".

(f) "End-user" means a Wireless Device owner, user, or customer who legally procures from Licensee the sale or distribution of an EMI Tone, for that period of time only during which such transmission right has been legally procured.

(g) "Network" means the Approved Website(s) on which EMI Tones will be made available to End-users, as served from and through the Server, via a range of service channels including Internet, cable, satellite, web, WAP, SMS, or cellular transmission. Licensee at all times shall institute security measures with respect to all aspects of its Network(s) that: (i) prevent any EMI Tones or any underlying Approved Composition from being copied, played, distributed, transmitted, performed, used or exploited, in whole or in part, in any format or by any means other than in the format and by the means permitted by Publisher hereunder; (ii) prevent unauthorized reproduction and distribution of all EMI Tones and any underlying Approved Compositions; (iii) are sufficient, as determined by Publisher, to track and enforce the use limitations and other restrictions described in this Agreement; and (iv) meet or exceed current industry standards as they exist from time to time for the licensed delivery of music via digital transmission (including, without limitation, anti-virus, firewall, password, and anti-hacking protections).

(h) "Person" means any individual, corporation, partnership, association or other organized group or combination of any or all of the foregoing, and their legal successors or representatives.

(i) "Ringtone" means any data that resides or is stored in (whether temporarily or permanently), or which is transmitted to, a Wireless Device, which data causes a predetermined melodic sequence of a musical composition to be reproduced, performed, and/or played for purposes of announcing an incoming call, message, or other event or occurrence on such Wireless Device in an audio format (i.e., not audiovisual). For the avoidance of doubt, "Ringtone" shall not include (and this Agreement shall not be deemed to grant Licensee any rights to use Compositions in or as), inter alia, Ringbacks or Ringback tones, or so-called enhanced ringtones (e.g., Ringtones that include any visual element). For the purpose of this Agreement; Ringtones that: (i) embody a master sound recording of the Composition or (ii) embody vocal and/or human instrumental performances, shall be referred to as "Mastertones".

(j) "Ringbacks" or "Ringback tones" means the distribution or transmission of a musical composition to a Wireless Device or telephone for the purpose of notifying a caller that the call recipient is being alerted to the incoming call.

(k) "Server" means Licensee's proprietary Internet server which shall be located within the Territory, on which templates of the EMI Tones licensed hereunder will exclusively reside, and from which the EMI Tones will be digitally transmitted or distributed to End-users through the Network. For purposes of clarification, no EMI Tone shall be offered for sale through an Approved Website and permanently stored in an End-user's Wireless Device without first being transmitted from and through the Server.

(l) "Songwriter Agreement(s)" shall mean those agreements pursuant to which Publisher has acquired rights with respect to any Composition.

(m) "Term" has the meaning set forth in paragraph 5(a) below.

(n) "Territory" has the meaning set forth in paragraph 4 below.

(o) "Website" means a collection of interconnected hypertext markup language documents accessible at a single Universal Resource Locator ("URL") via the World Wide Web, owned and operated by the same Person or at the sole direction of such Person. "Approved Website" means the Website having the URL www.lanetro.com from which Licensee intends to advertise and market the sale of EMI Tones. In the event Licensee desires an additional Website to become an Approved Website, Licensee shall complete, execute and submit to Publisher two (2) copies of an Addendum in the form set forth in Schedule C, and if Publisher returns to Licensee a counter-executed copy of the Addendum (which Publisher may elect to do in its sole discretion), said Website shall be deemed an Approved Website. Licensee shall reasonably cooperate with respect to Publisher's further inquiries concerning any additional Website(s) proposed by Licensee, including without limitation, the nature of business conducted on said Website(s) and by the Person(s) owning and operating or directing the operation of

such Website(s), and the accounting and reporting procedures in place between Licensee and the Person(s) owning and operating or directing the operation of such Website(s).

(p) "Wireless Device" means a mobile telephone or a hybrid handheld wireless device that incorporates the telephony or messaging function of a mobile telephone and that operates on a wireless communications network regulated by the U.S. Federal Communications Commission in accordance with its rules and regulations governing commercial mobile radio services. Wireless Devices do not include, without limitation, toys, or games.

(q) Each other expression used herein, unless herein separately defined, shall have the meaning commonly understood in the music publishing industry.

2. Supply of Compositions

(a) The Compositions listed on Schedule B hereto (hereby incorporated herein by this reference) as of the Effective Date are deemed to be Approved Compositions for purposes of this Agreement. From time to time during the Term, Schedule B may be amended by Publisher in its discretion, in which event Publisher shall provide Licensee with a written copy of such revised Schedule B, and upon Licensee's receipt of such revised Schedule B, the Compositions listed on such revised Schedule B shall be deemed to be Approved Compositions for purposes of this Agreement (and to the extent that any Approved Compositions from an earlier version of Schedule B are not listed on such revised Schedule B, such Compositions shall no longer be deemed to be Approved Compositions for purposes of this Agreement). Publisher will use reasonable efforts to clearly indicate for Licensee any additions, deletions and/or corrections to the list of Compositions set forth in any revised Schedule B that is provided to Licensee. Publisher will endeavor to provide Licensee with a revised Schedule B on a monthly basis, provided that Publisher's failure to do so shall not constitute a breach of this Agreement.

(b) Following the execution of this Agreement and throughout the Term, Licensee may seek Publisher's approval of Compositions that do not appear on Schedule B for use as Approved Compositions for purposes of the creation and transmission of EMI Tones. In such event, Licensee shall notify Publisher in writing of said requested Compositions. If Publisher agrees to consider the approval of such requested Composition(s), it shall provide written notice thereof to Licensee who shall complete, execute and submit to Publisher two (2) copies of an Addendum in the form set forth in Schedule D, and if Publisher returns to Licensee a counter-executed copy of the Addendum (which Publisher may elect to do in its sole discretion), the Compositions set forth in such Addendum shall be deemed Approved Compositions for purposes of this Agreement and the then-current version of Schedule B shall be deemed amended to include such Approved Compositions.

(c) Publisher reserves the right, in its sole discretion, to refuse to approve any Composition(s) for use as Approved Composition(s). For purposes of example, but without limitation, except as otherwise expressly provided by Publisher, as of the Effective Date and throughout the Term, Compositions written in whole or in part by Tracy Chapman, John Lennon, Jeff Lynne, James Taylor, and Stevie Wonder, and the members of the recording artists known as Aerosmith, Foo Fighters, Nirvana, Red Hot Chili Peppers, Tool, the Mars Volta, A Perfect Circle and Savage Garden, and the Composition "You've Got A Friend" (King) are not, and shall not become, Approved Compositions.

(d) Notwithstanding anything to the contrary contained in this Agreement, Licensee shall remove any EMI Tone(s) from the Network(s) within seven (7) business days after Licensee's receipt of notice from Publisher requesting such removal, and as of the end of such seven (7) business day period, and thereafter throughout the Term, Licensee shall not sell, transmit, or otherwise use or exploit such EMI Tone(s), and shall not permit third parties to do any of the foregoing, for any purpose without Publisher's prior written consent.

3. Grant of Rights

(a) License Grant to Licensee. Subject to the terms and conditions of this Agreement and provided that Licensee has fully complied with such terms and conditions, Publisher hereby grants to Licensee the following non-exclusive, non-transferable limited rights solely during the Term and solely in the Territory:

(i) Arrangement and Recording. To arrange and record, at Licensee's sole expense, one (1) excerpt of each Approved Composition, comprising up to thirty (30) consecutive seconds of such Approved Composition, for use solely in connection with the creation of an EMI Tone based on such excerpt; provided that (A) each EMI Tone shall only contain elements of one (1) Approved Composition (for purposes of example only, an EMI Tone may not include portions of two (2) or more separate Approved Compositions or portions of an Approved Composition together with portions of any other musical composition); (B) the Approved Composition excerpt used to create an EMI Tone shall be a single, continuous excerpt (for purposes of example only, such excerpt may not comprise the first ten (10) seconds and the last twenty (20) seconds of such Approved Composition); (C) no arrangement created in accordance with this paragraph 3(a)(i) shall change the basic melody or fundamental character of an Approved Composition (other than as necessarily resulting from limiting the excerpt of such Approved Composition to thirty (30) consecutive seconds); and (D) all arrangements created in accordance with this paragraph 3(a)(i) shall be subject to the provisions of paragraph 11 below;

(ii) Creation of Single Template or Server Copy. To create a template or server copy of each EMI Tone, which shall be "uploaded" to and reside on the Server for the sole and exclusive purpose of transmitting or distributing EMI Tones to End-users in accordance with the terms and conditions herein;

(iii) Sell Copies To End-Users. To sell Copies of the EMI Tones, on and through the Network, so that an End-user can purchase a Copy of the EMI Tone such that the EMI Tone may be embedded in his or her Wireless Device (it being understood that temporary, transient, non-permanent copies of the EMI Tones incidental to said transmission may be created on the Network, provided (A) no permanent copies of the EMI Tones are stored or cached on the Network except on the Server or on an End-user's Wireless Device and (B) if a security breach in the Network arises, Licensee shall immediately comply with any Publisher request to block access or remove from the Server any EMI Tone so affected);

(iv) Streaming for Promotional Purposes. For each EMI Tone, and subject to Licensee securing all necessary public performance licenses (as described in paragraph 8 below), to "stream" up to thirty (30) consecutive seconds of such EMI Tone to prospective End-users in the form of a digital audio transmission for the sole purpose of previewing or demonstrating such EMI Tone to facilitate its purchase, sale, or licensing through the Network in accordance with this Agreement; provided that Licensee shall not sell, lease, transmit, offer, or otherwise provide any EMI Tone streamed in accordance with this paragraph 3(a)(iv) (including any Approved Composition incorporated therein) as a downloadable file or in any form that would allow any Person to create, store, or retain a copy of all or part thereof.

(b) Restrictions. Notwithstanding any other provision of this Agreement:

(i) This Agreement does not authorize or permit any use or other exploitation of any Composition by Licensee or any third party, except as expressly authorized herein. If any such use or other exploitation is made or permitted by Licensee, this Agreement shall immediately terminate, and all rights and licenses granted to Licensee hereunder shall automatically terminate.

(ii) No license or other rights are granted herein to Licensee or any third party to use any current or future trademarks, service marks, design marks or trade names of or associated with

Publisher (such marks and names, collectively, the "EMI Marks"), for any purpose. Licensee may only use the EMI Marks with the prior written approval of Publisher.

(c) With respect to any Approved Composition of which less than one hundred percent (100%) is controlled by Publisher, prior to exercising any of the rights or licenses granted herein in such Approved Composition or any EMI Tone incorporating such Approved Composition, Licensee shall secure all rights and licenses from all applicable co-publisher(s) necessary to exercise, without violating the intellectual property rights or other rights of such co-publisher(s) or any third party, the rights and licenses granted herein.

(d) Nothing contained herein shall grant Licensee the right to use any particular recording of an Approved Composition.

(e) Without limiting any other provision of this Agreement, with respect to any third party rights that are necessary to be obtained by Licensee in connection with any EMI Tone or any recording or performance incorporated into or used to arrange any EMI Tone, Licensee shall be responsible for obtaining such rights at its sole expense.

4. Territory

The "Territory" covered during the Term shall be the United States, its territories and possessions (including Puerto Rico).

5. Term

(a) The "Term" of this Agreement is one (1) year, commencing July 14, 2005, and terminating July 13, 2006.

(b) Notwithstanding the foregoing, EMI may terminate the entire grant of rights contained in this Agreement and/or the grant of rights with respect to a particular Approved Website, at any time for any reason upon thirty (30) days prior written notice to Licensee. Promptly thereafter, Licensee shall furnish Publisher with a written confirmation that it has performed any/all takedowns of EMI Tones from the Server necessary to comply with the applicable termination of rights by Publisher.

6. Advance / Royalties

(a) As used herein, "Publisher's Prorata Share" shall mean that proportion of Publisher's ownership of the applicable Composition, as set forth on the Schedule D Addendum.

(b) (i) In consideration of the rights granted hereunder, upon execution of this Agreement Licensee shall pay to Publisher the sum of Five Thousand Dollars ($5,000.00), as a non-returnable advance, recoupable solely from royalties otherwise payable for each Copy Sold as of the commencement hereof pursuant to this paragraph 6 ("Advance").

(ii) Licensee shall pay Publisher a non-returnable, non-recoupable "fixing fee" equal to Publisher's Prorata Share of Twenty-Five Dollars ($25.00) for each Composition copied to the Server.

(c) (i) Pursuant to the terms and conditions of paragraph 7 below, Licensee shall pay Publisher for each Copy Sold a royalty equal to Publisher's Prorata Share of:

(A) TEN (10%) percent of the retail selling price of each Copy Sold, with a minimum royalty for each Copy Sold of TEN ($0.10) Cents with respect to EMI Ringtones; and

(B) TEN (10%) percent of the retail selling price of each Copy Sold, with a minimum royalty for each Copy Sold of FIFTEEN ($0.15) Cents with respect to EMI Mastertones;

(ii) In the event a recurring fee is charged an End-user to retain a Copy, said charge shall be deemed a royalty-bearing event. For clarity, Licensee shall pay Publisher the applicable royalty pertaining to any Copy each time a recurring payment is made to retain said Copy (or to access said EMI Tone embodied therein) on an End-user's Wireless Device. For purposes of calculating the royalty payable, if applicable, the recurring fee shall be deemed to be the original retail selling price and each time the Copy is thereby retained shall be considered a new "Copy Sold" and a royalty shall thereby be payable.

(iii) In the event a Copy is made to time-out on a Wireless Device and one is made to re-download or otherwise re-acquire said EMI Tone for reasons other than technical failure, said event shall be deemed a royalty-bearing event. For clarity, and notwithstanding the previous sentence, Licensee shall pay Publisher the applicable royalty pertaining to each Copy Sold, irrespective of whether the recipient had previously acquired the same EMI Tone embodied in such Copy Sold.

(iv) In the event a Copy is offered in a form other than individually (e.g., said EMI Tone is made available as part of a bundle or package of wireless content applications, the royalty due in connection with such Copy shall be Publisher's Pro Rata Share of the greater of: (A) TEN (10%) percent of a fraction whose numerator equals the bundle's sale price and whose denominator equals the number of royalty-bearing content applications, or (B) the minimum royalty for each Copy Sold set forth paragraph 6(c)(i) above. By way of example, if Licensee charges $10 for a bundle of eight (8) royalty-bearing content applications (one of which is a Copy), then the royalty applicable to said Copy shall be Publisher's Prorata Share of $0.125, i.e., 10% of ($10 ÷ 8).

(v) In the event a recurring transmission fee, in addition to the original EMI Tone purchase fee, is charged to an End-user each time an End-user hears the EMI Tone (e.g., a Ten Cent ($0.10) recurring transmission fee is charged to an End-user each time he/she hears an EMI Tone), Licensee shall pay Publisher for each such Copy Publisher's Prorata Share of Ten percent (10%) of such transmission fee, in addition to the Royalty otherwise set forth in this paragraph 6.

(d) In the event an Approved Composition is controlled less than one hundred (100%) percent by Publisher or if the Songwriter Agreements require direct payments to certain third parties, upon Publisher's request, Licensee shall make direct payments to such applicable co-publishers or other third parties.

(e) In the event Licensee agrees to (or has agreed to) pay to a co-publisher of an Approved Composition, a publisher of any musical composition or a licensor of any sound recording embodying an Approved Composition used in any Ringtone or Mastertone, compensation or consideration in excess of the compensation or consideration to be paid to Publisher hereunder (collectively, "Excess Compensation"), then effective as of the date of such agreement, Licensee shall immediately pay to Publisher an amount equal to such Excess Compensation and this Agreement shall be deemed amended effective as of the date of such agreement to include such more favorable compensation provision. In the event the Approved Composition is not entirely controlled by Publisher, the Excess Compensation shall be based upon and shall reflect Publisher's Pro Rata Share. Upon request, Licensee shall supply to Publisher copies of all agreements between Licensee and third party licensors by which rights are granted for the use of any sound recording or musical compositions (including Approved Compositions) in Ringtones and/or in Mastertones.

7. Accounting

(a) Together with the payment of all applicable sums due Publisher pursuant to paragraph 6 above, Licensee shall render Publisher accounting statements on a quarterly basis, (which shall be provided electronically, along with a hard paper copy), indicating, on a country-by-country, EMI Tone-by-EMI Tone (including the title, writers' name(s), and applicable Publisher-supplied EMI song code for each Approved Composition), and Approved Website-by-Approved Website basis, the number of Copies Sold or otherwise distributed and/or digitally delivered in each country of the Territory, within forty-five (45) days following the last day of each calendar quarter during which such rights are granted herein, whether or not Licensee sold or otherwise distributed Copies within such quarterly period. In addition, the

accounting statement shall indicate, with respect to each Copy Sold, the retail selling price therefor, whether said Copy Sold was the result of a first-time transmission or a repeat transmission/recurring charge, and any other information necessary to determine how the applicable royalty for each Copy Sold was calculated.

(b) In addition to providing quarterly accounting statements, Licensee shall, within ninety (90) days of the Effective Date, provide Publisher, upon request, with online, real-time access to the Server in order to permit the accurate identification, tracking and verification of copies of all EMI Tones, and any other data item to be enumerated on accounting statements pursuant to subparagraph (a) above.

(c) Licensee agrees to keep and maintain true and accurate records and books of account in connection with the sale of Copies and all transactions related thereto or otherwise contemplated under this Agreement, and shall retain all such records and books for a period of not less than four (4) years following the termination of this Agreement. Publisher, by its designated representative, shall have the right, upon reasonable written notice, and during normal office hours, to examine the books and records of Licensee, at Licensee's regular place of business where the books and records are maintained, as the same pertain to the subject matter of this Agreement and to make copies and extracts thereof. Licensee shall cooperate with Publisher's representative to assist them in understanding all such material. If, as a result of any audit, it is determined that Licensee has understated the royalties due to Publisher, Licensee shall immediately pay to Publisher the amount of such underpayment. If, as a result of any audit, it is determined that Licensee has understated the royalties due to Publisher by ten (10%) percent or more, Licensee shall pay to Publisher the amount by which royalties have been understated and shall reimburse Publisher for the cost of the audit.

(d) All checks shall be in United States Dollars, shall be made payable to EMI Music Publishing and unless Publisher notifies otherwise, shall be sent to the address indicated in paragraph 15 below. All accountings and payments must be received by Publisher on the date such payment and statement are due, according to the terms of this Agreement, time being of the essence hereof. No payments shall be diminished or reduced in any manner for any reason, including without limitation, any withholdings, currency restrictions, exchanges or taxes. Upon written request, Publisher shall provide Licensee with a current W-9 form for each music publishing catalog receiving payment.

(e) It is understood and agreed that there shall be no "free" or "bonus goods" of the EMI Tones, as such term is understood in the industry, i.e., all Copies Sold, distributed, transmitted, or delivered, regardless of price, shall bear a full royalty hereunder.

(f) Without limiting Publisher's rights and remedies hereunder, at law or in equity: (i) past-due payments are subject to and to be accompanied by payment of interest thereon at the prime rate as established on the due date by The Bank of New York plus two (2%) percent compounded daily and computed from the date(s) upon which each such payment(s) first became due until the date(s) upon which each such payment(s) is remitted to Publisher; and (ii) Licensee shall reimburse Publisher, within five (5) days from receipt of its invoice, for Publisher's reasonable attorney's fees and costs arising out of the occurrence of any Default Event (as defined in paragraph 14), including, without limitation, any failure by Licensee timely to render statements and account to Publisher with respect to royalties which accrue to Publisher in connection with Licensee's exploitation of its rights pursuant to the applicable provisions hereof.

8. No Performance Right Grant

(a) No right of public performance is granted under this Agreement, such right being licensed by the American Society of Composers, Authors and Publishers ("ASCAP") and Broadcast Music Inc. ("BMI") in and for the United States.

(b) Any public performance of an Approved Composition as embodied in an EMI Tone, including without limitation pursuant to paragraph 3(a)(iv) above, not otherwise licensed by ASCAP and/or BMI, as applicable, shall be licensed by Licensee from Publisher or from Publisher's authorized agent. If said license is to be secured from Publisher, Publisher agrees to negotiate in good faith and the issuance of such license shall be in accordance with the customary industry practices and fees.

9. Restrictions and Reservations of Rights

(a) This Agreement does not authorize or permit any use of a Composition not expressly set forth herein and does not include the right to alter the fundamental character of the music of an Composition, and, specifically, the terms of this Agreement are limited to the use of each Approved Composition only as originally fixed in the EMI Tone. Publisher reserves all rights not expressly granted to Licensee hereunder. All rights granted hereunder are granted on a non-exclusive basis.

(b) No Composition may be used in a dramatic fashion, as such term is understood in the industry, or in any manner which could be considered in bad taste or offensive; i.e. each Approved Composition shall be used with regard to social convention and decency so as not to bring such Composition, the composers thereof, or Publisher into public disrepute or reflect adversely on the Composition, the composers thereof, or Publisher. No individual Composition may be used in connection with any product, any service, or in the branding, marketing, advertising or promotion of any product, service or event.

(c) Without limiting the force and effect of the foregoing, and without intending to provide an exhaustive list of prohibitive acts, this Agreement does not include the rights to: (i) rent or lease an EMI Tone; (ii) sell or otherwise distribute EMI Tones except for the personal use of individual Wireless Device owners; (iii) parody the music or lyrics of an Approved Composition; (iv) make, sell or distribute phonorecords of an Approved Composition; (v) utilize a sound recording and/or audiovisual master(s) not owned or separately licensed by Licensee; (vi) synchronize (or authorize others to synchronize) any Approved Compositions with visual images or events or include any Approved Composition in any audio-visual work, including without limitation in commercials or games; (vii) use the title of an Approved Composition except for factual and/or descriptive purposes for identifying the EMI Tones available to for purchase; (viii) use any Composition that is not a Approved Composition in any way; or (ix) use an Approved Composition on any broadcast/cablecast or on-line services (whether viewable in real time or downloadable) not specifically enumerated in this Agreement, or on any interactive program, platform, media or storage device, or any promotional use not specifically enumerated herein. Any occurrence of the above-noted items by Licensee or authorized by Licensee shall render all aspects of the Agreement immediately null and void and this Agreement shall terminate.

(d) Except for listing on the Network the composers' names for factual and/or descriptive purposes for identifying the EMI Tones available for purchase, no right whatsoever is being granted hereunder to use or authorize other Persons to use the names (including any professional names, previously, now or hereafter used), facsimile signatures, voices, likenesses or biographical material of, concerning, or regarding any of the composers of a Composition for any purpose whatsoever, including, without limitation, for purposes of exploitation of an EMI Tone on the Network. In no event shall a name of a composer of a Composition be featured more or less prominently than any other composer's name.

10. Warranties and Representations/Indemnity

(a) Publisher warrants only that it has the legal right, power and authority to grant this license and this license is given and accepted without any other warranty or recourse. Publisher hereby agrees to indemnify and hold harmless Licensee and its respective officers, directors, agents, and employees (hereinafter, the "Indemnitees") from and against any and all liabilities, damages, costs, charges, recoveries, judgments, penalties, expenses or losses of whatsoever kind or nature, actually incurred by the Indemnitees (including reasonable attorneys' fees and disbursements) which may be obtained against, imposed upon or suffered by the Indemnitees or any of them, by reason of any breach by Publisher of any of its warranties or representations hereunder. In no event shall the total liability of Publisher in connection with the rights granted for each Approved Composition licensed hereunder exceed the consideration received by Publisher in connection with the licensing of said Approved

Composition. Licensee will give Publisher prompt notice of any claim and Publisher will have the right to assume the defense thereof at Publisher's expense.

(b) Licensee represents and warrants that:

(i) there are no actions, suits, proceedings, agreements or other impediments, actual or threatened, which would prevent or impair it from performing its duties and obligations hereunder; and

(ii) it is fully empowered to enter into this Agreement and to perform its duties and obligations hereunder, that it is and shall at all times remain possessed of all rights necessary for it to completely fulfill all of its material obligations hereunder, and that its entering into this Agreement and fulfilling such obligations (including but not limited to maintenance of the Network) does not and shall not infringe upon the rights of any Person whatsoever.

(c) Licensee further represents and warrants that it shall obtain or secure (and maintain during the Term) all necessary and required licenses concerning:

(i) intellectual properties furnished or selected by Licensee and contained in any materials used in connection with the marketing, sale or distribution of Ringtones as authorized hereunder, including without limitation name and likeness rights, and that said materials shall not violate or infringe upon the rights of any third party, including without limitation intellectual property rights and/or rights of privacy and publicity; and

(ii) intellectual properties furnished or selected by Licensee and contained in an EMI Tone not licensed hereunder including that portion of the music publishing rights in and to each Approved Composition not controlled by Publisher; and that said materials shall not violate or infringe upon the rights of any third party, including without limitation intellectual property rights and/or rights of privacy and publicity.

(d) Licensee agrees to fully indemnify Publisher and hold Publisher (and its officers, directors, and employees) harmless of and from any and all liabilities, claims, causes of actions, damages, interest, charges, recoveries, judgments, penalties, expenses or losses of whatsoever kind of nature, (including without limitation, legal expenses and counsel fees and disbursements) of any kind whatsoever which may be occasioned, suffered or incurred by Publisher, either directly or indirectly, in whole or in part, resulting from or in connection with any breach or threatened breach by Licensee of any of the terms, covenants, representations and warranties contained herein, and/or any claim by any Person inconsistent with any of the representations, warranties and covenants hereunder. In addition, Licensee will reimburse Publisher on demand for any payment made at any time after the date hereof for any liability or claim to which this clause relates that has resulted in a judgment against Publisher or which has been settled with the written consent of Licensee (which consent shall not unreasonably be withheld). Publisher will give Licensee prompt notice of any claim and Licensee will have the right to assume the defense thereof at Licensee's expense.

11. Arrangements/Copies

Any arrangement(s) which Licensee shall cause to be made of an Approved Composition in the creation of an EMI Tone shall be made at Licensee's own expense and shall be created only as the result of employment-for-hire and such arrangement shall be "Work Made For Hire" for Publisher, as such term is used in the United States Copyright Law. Licensee hereby sells, assigns and transfers any such arrangement(s) and all right title and interest in and to each such arrangement to Publisher and the worldwide copyright and renewals and extensions of copyright therein. Licensee warrants and represents that all Persons rendering services in connection with the creation of EMI Tones shall have executed, prior to the commencement of creation of any EMI Tone to which such Persons have contributed, written agreement(s), in full compliance with the laws of the United States and other countries, stating that those

EMI Tones and any arrangements on which such EMI Tones are based, are considered a work made for hire for Publisher and irrevocably assigning all such Person's rights throughout the Territory in perpetuity, including without limitation copyrights, in those EMI Tones and other materials to Publisher. Upon Publisher's request, Licensee will cause to be executed and delivered to Publisher all assignments and transfers of ownership of copyright (including without limitation all copyright registrations and applications, and all renewals and extensions thereof) in the EMI Tones and any arrangements on which such EMI Tones are based, and any other documents as Publisher may deem necessary or appropriate to vest in Publisher the rights granted to Publisher in this Agreement. Neither Licensee nor any arranger shall be entitled to authorship credit or status as a collaborator or any remuneration by way of royalty or otherwise from the authors of such Approved Composition or from Publisher or any of Publisher's designated agents. No arrangement shall change the basic melody of any Approved Composition.

(b) Licensee shall enable Publisher freely and without charge or expense to receive EMI Tones to ensure Licensee's adherence with and to the terms and conditions of this Agreement. Any such receipt by Publisher will not constitute a Copy and will not be deemed a royalty-bearing event.

12. Ownership

Except as expressly permitted in this Agreement, Licensee shall not at any time, directly or indirectly, license, transfer, assign, sell or otherwise dispose of, pledge, mortgage or in any way encumber any Composition or any interest of any kind therein, and/or any right or license granted hereunder and any such purported license, transfer, assignment, sale, disposal, pledge, mortgage or encumbrance shall be void and of no effect.

13. No Partnership

Nothing herein contained shall create any association, partnership, joint venture or relationship of principal and agent between the parties hereto; it being understood that the parties hereto are, with respect to each other, independent contractors, and neither party shall have any authority to bind the other or the other's representatives in any way and shall not hold itself out to any Person as having authority.

14. Event of Default/Cure

(a) As used herein, the term "Event of Default" shall mean any of the following events: (i) Licensee's failure or inability to fulfill any of its material obligations hereunder for any reason; (ii) Licensee's dissolution or the liquidation of any substantial portion of its assets; (iii) the filing by or against Licensee of a petition for liquidation or reorganization or the commencement of an action against it under any applicable bankruptcy or insolvency legislation as now or hereafter in effect or under any similar statute relating to liquidation or reorganization or Licensee's consenting to any of the foregoing; (iv) the appointment of a trustee, receiver, custodian or similar appointee for Licensee for any of its property or Licensee consenting to any such appointment; (v) Licensee's making of an assignment for the benefit of creditors; (vi) Licensee becoming insolvent; (vii) Licensee's failure to pay, or admission in writing of its inability to pay, its debts as they come due; (viii) Licensee's receipt of a "going concern" notification or similar qualification; (ix) a reduction of ten percent (10%) or more in Licensee's workforce; (x) Licensee's report of a quarterly loss for four (4) consecutive quarters; or (xi) any action by Licensee which jeopardizes any material right or remedy of Publisher hereunder. In the event that any of the matters described in this paragraph 14(a) occurs, Licensee shall provide prompt written notice thereof to Publisher.

(b) Without limiting or affecting the rights or remedies which Publisher may have under this Agreement or at law or equity, with respect to Licensee's obligations under this Agreement, it is agreed that if an Event of Default occurs or in the event of a breach on the part of Licensee, Publisher may notify Licensee in writing of such default or breach and Licensee shall have ten (10) business days from receipt

of such notice in which to cure such Event of Default or breach. If such breach or Event of Default is not curable or is not cured within said ten (10) business day period, this Agreement shall automatically terminate and Licensee shall be deemed to have automatically and irrevocably assigned and transferred to Publisher, without further consideration, all right, title and interest in and to all EMI Tones (including the master recordings created by Licensee not otherwise owned by co-publishers or record companies), to the extent that such rights and interests have not already been assigned to or vested in Publisher; provided, however, that with respect to any breach or default concerning the payment of any monies whatsoever, this Agreement shall automatically terminate and the aforesaid assignment and vesting shall occur if such particular breach is not remedied within five (5) business days from the date of the notice. Publisher, in the event of any automatic termination under this paragraph and without prejudice to any other rights and remedies, shall have rights and remedies for copyright infringement, including injunctive relief.

(c) The termination of this Agreement pursuant to this paragraph shall render the further exploitation of an EMI Tone actionable as an act of copyright infringement fully subject to the remedies provided by the Copyright Act, Title 17, of the United States Code, together with other legal and equitable remedies available to Publisher.

15. Notices

Any and all notices, consents, approvals, demands, other communications and payments hereunder shall be hand delivered or sent by certified mail, return receipt requested, at the address below (or at such other address hereafter designated by either party in writing) as follows:

To Publisher: EMI Music Publishing
810 Seventh Avenue
New York, New York 10019
Attention: Yolanda Blum

To Licensee: As set forth in the heading of this Agreement, with a copy to
LANETRO ZED, S.A.
Complejo Europa Empresarial
Calle Rozabella nº4, Edificio Bruselas, Planta 1ª
Las Rozas 28230 Madrid, Spain
Attention: General Counsel – Legal Affairs Department

Any notice shall be deemed complete when the same (containing whatever information may be required hereunder) is deposited in any mail box properly addressed and sent as aforesaid, except that: (a) all materials personally delivered shall be deemed served when actually received by the party to whom addressed; (b) air express materials shall be deemed served on the day of delivery to the air express company; (c) notices of change of address shall be effective only from the date of receipt; and (d) royalty statements may be sent by regular mail and shall be deemed rendered when actually received by Publisher.

16. Governing Law

This Agreement has been entered into and delivered in the State of New York and the validity, interpretation and legal effect of this Agreement shall be governed by and construed in accordance with the internal laws of the State of New York applicable to contracts entered into and performed entirely within the State of New York. Only the New York courts (state and federal) will have jurisdiction over any controversies regarding this Agreement, and the transactions contemplated by this Agreement; any action or other proceeding which involves such a controversy will be brought in those courts, in New York County, and not elsewhere. Licensee hereby irrevocably submits to the jurisdiction of the New York courts (state and federal) in any such action or proceeding and irrevocably waives any right to contest the

jurisdiction (in rem or in personam) or power or decision of that court within or without the United States other than appropriate appellate courts having jurisdiction over appeals from such court(s). Licensee also irrevocably waives any defense of inconvenient forum to the maintenance of any such action or proceeding. Any process in any action or proceeding may, among other methods, be served upon Licensee by delivering or mailing it in accordance with paragraph 15. Any such delivery or mail service shall be deemed to have the same force and effect as personal service within the State of New York.

17. Assignment; Change of Control

This Agreement, and the rights, opportunities and obligations created pursuant to this Agreement, are not assignable or transferable in any manner by Licensee, nor shall Licensee sublicense or delegate any of its rights or obligations without the prior written consent of Publisher, not to be unreasonably withheld. EMI may assign this Agreement and any of its rights hereunder in whole or in part to any Person which controls, which is controlled by, or which is under common control with, EMI and/or each such Publisher or which is in partnership with EMI and/or each such Publisher; and/or to any parent, affiliated or subsidiary company or corporation, or to a Person owning, or acquiring, all or a substantial part of EMI and/or each such Publisher's stock and/or assets or with whom EMI and/or each such Publisher may merge or be merged, in which case Licensee shall not be released from its obligations hereunder.

18. Confidentiality; Publicity

Licensee and EMI agree that all information with respect to this Agreement, whether furnished by EMI to Licensee or otherwise acquired by Licensee in the course of business with EMI, shall be kept confidential. Such information shall not be disclosed at any time to any Person except to the extent required by an order of a court or other tribunal having jurisdiction or pursuant to rules and regulations of a governmental body. Notwithstanding the foregoing, the parties acknowledge and agree that in certain situations, such as where copublishers of an Approved Composition, publishers of other compositions and/or master owners require a favored nations provision, the information contained in this Agreement may have to be divulged with respect to monies payable and rights granted. Licensee and EMI may not use the other party's name in news releases, articles, brochures and marketing and/or promotional materials, without the other party's prior written approval.

19. Entire Agreement

(a) This Agreement sets forth the entire understanding between the parties hereto with respect to the subject matter hereof, and merges and extinguishes all prior understandings, negotiations, and agreements. No amendment to or modification, waiver, termination, or discharge of this Agreement or of any provision hereof shall be binding unless confirmed by a written instrument duly executed by the party to be charged therewith. Any process in any action, suit, or proceeding arising out of or relating to this Agreement may, among other methods, be served upon the applicable party by delivering it or mailing it in accordance with paragraph 15 above. No waiver of any provision of or default under this Agreement shall affect the right of either party thereafter to enforce such provision or to exercise any right or remedy in the event of any other default, whether or not similar.

(b) If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not essential to the intended operation of this Agreement.

20. Miscellaneous

This Agreement shall apply for the Term hereof only, and shall not be binding upon or prejudicial to any position taken by Publisher or Licensee for any period subsequent to the Term of this Agreement.

The captions of paragraphs contained in this Agreement are for reference only and are not to be construed in any way as a part of the Agreement. This Agreement shall not become effective until executed by all proposed parties hereto.

IN WITNESS WHEREOF, the parties have caused the foregoing to be executed as of the date first above written.

EMI Music Publishing

By: _____
Publisher

LaNetro USA Corporation

By: _____
Licensee

SCHEDULE A

(List of Publishing Catalogs)

AVON GATE MUSIC INC. (BMI)
BARHAM BOULEVARD MUSIC, INC. (BMI)
BEECHWOOD MUSIC CORP. (BMI)
BURBANK PLAZA MUSIC, INC. (ASCAP)
CARWIN MUSIC INC. (ASCAP)
COLGEMS-EMI MUSIC INC. (ASCAP)
COMBINE MUSIC CORP. (BMI)
EMI AFFILIATED CATALOG INC. (BMI)
EMI AL GALLICO MUSIC CORP. (BMI)
EMI ALGEE MUSIC CORP. (BMI)
EMI APRIL MUSIC INC. (ASCAP)
EMI BELFAST MUSIC, INC. (BMI)
EMI BMPC CORP. (ASCAP)
EMI BLACKWOOD MUSIC INC. (BMI)
EMI BRILLIG MUSIC, INC. (ASCAP)
EMI DUCE MUSIC, INC. (ASCAP)
EMI EASY LISTENING MUSIC CORP. (ASCAP)
EMI FEIST CATALOG INC. (ASCAP)
EMI FULL KEEL MUSIC (ASCAP)
EMI GOLD HORIZON MUSIC CORP. (BMI)
EMI GOLDEN TORCH MUSIC CORP. (ASCAP)
EMI GROVE PARK MUSIC, INC. (BMI)
EMI HASTINGS CATALOG INC. (BMI)
EMI INTERTRAX MUSIC INC. (BMI)
EMI JEMAXAL MUSIC INC. (ASCAP)
EMI LONGITUDE MUSIC (BMI)
EMI MILLER CATALOG INC. (ASCAP)
EMI MILLS MUSIC, INC. (ASCAP)
EMI MOGULL, INC. (ASCAP)
EMI NORBUD MUSIC, INC. (BMI)
EMI NTM HOLDINGS, INC. (ASCAP)
EMI PST HOLDINGS, INC. (ASCAP)
EMI ROBBINS CATALOG INC. (ASCAP)
EMI SOSAHA MUSIC INC. (BMI)
EMI SLITHY SONGS, INC. (BMI)
EMI TSM HOLDINGS, INC. (BMI)
EMI U CATALOG INC. (ASCAP)
EMI UNART CATALOG INC. (BMI)
EMI VARIETY CATALOG INC. (ASCAP)
EMI VINE MUSIC, INC. (BMI)
EMI VIRGIN MUSIC, INC. (ASCAP)
EMI VIRGIN SONGS, INC. (BMI)
EMI WATERFORD MUSIC, INC. (ASCAP)
EMI WORLDTRAX MUSIC INC. (ASCAP)
FORAY MUSIC (SESAC)
GLENWOOD MUSIC CORP. (ASCAP)
JOBETE MUSIC CO., INC. (ASCAP)
NEW TANDEM MUSIC, INC. (ASCAP)
SCREEN GEMS-EMI MUSIC INC. (BMI)
STONE DIAMOND MUSIC CORPORATION (BMI)
TRIPLE STAR MUSIC, INC. (BMI)

SCHEDULE B

(List of Approved Compositions)

SCHEDULE C

(pursuant to paragraph 1(o))

ADDENDUM OF RIGHTS

ADD ENDUM to the Agreement dated as of July 4, 2005, by and between EMI Music Publishing and LaNetro USA Corporation (the "Agreement"). Upon the full execution of this Addendum by the parties hereto, the following additional Website(s) is/are deemed Approved Website(s), and thus part of the Network, effective as of the date set forth below:

1. The URL(s) of the Website(s) proposed for approval pursuant to this Addendum, and the date on which EMI Tones first shall be marketed thereon, is/are:

http://www._____.com Date: _____

2. All terms not defined herein shall have the same meaning given them in the Agreement. Except as expressly or by necessary implication modified hereby, the terms and conditions of the Agreement remain in full force and effect, and are hereby ratified and confirmed without limitation or exception.

IN WITNESS WHEREOF, the parties have caused the foregoing ADDENDUM to be executed as of this _____ day of _____, 200_.

EMI Music Publishing

By: _____
Publisher

LaNetro USA Corporation

By: _____
Licensee

SCHEDULE D

(pursuant to paragraph 2(b))

ADDENDUM OF RIGHTS

ADDENDUM to the Agreement dated as of July 4, 2005, by and between EMI Music Publishing and LaNetro USA Corporation (the "Agreement"). Upon the full execution of this Addendum by the parties hereto, the following listed Composition(s) are deemed Approved Composition(s) under the Agreement, effective as of the date set forth below:

1. The Composition(s) subject to this Addendum is/are:

["TITLE"] composed by ["WRITER(S)" (%)].

2. The Territory shall be as per the Agreement, [excluding, in the case of the Composition entitled _____, the country(ies) of _____.]

3. All terms not defined herein shall have the same meaning given them in the Agreement. Except as expressly or by necessary implication modified hereby, the terms and conditions of the Agreement remain in full force and effect, and are hereby ratified and confirmed without limitation or exception.

IN WITNESS WHEREOF, the parties have caused the foregoing ADDENDUM to be executed as of this _____ day of _____, 200_.

EMI Music Publishing

By: _____
Publisher

LaNetro USA Corporation

By: _____
Licensee

Ringtone License

THIS AGREEMENT (the "Agreement") is made as of December 21, 2005 effective, as of August 2, 2005 ("Effective Date"), by and between Acotell USA, Inc., c/o Alberto Montesi; 424 W. 33rd Street, New York, NY 10001 ("Licensee"), and EMI Music Publishing, 810 Seventh Avenue, New York, New York 10019 ("EMI", "Publisher"). All capitalized terms in this Agreement are defined in paragraph 1 below, unless otherwise indicated.

WHEREAS, EMI is actively engaged in the business of music publishing and controls the music publishing rights to certain Compositions which are contained in the music publishing catalogs listed on Schedule A, attached hereto and made a part hereof; and

WHEREAS, Licensee desires to obtain and Publisher desires to grant a license to arrange and record one or more Approved Composition(s) for the sole purpose of creating EMI Ringtones that may be distributed whereby an end-user can receive a copy of the EMI Ringtone into a Wireless Device ("Licensee's Service"), solely in the manner provided herein and in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. Definitions

As used in this Agreement, the following terms will have the meanings set forth below:

(a) "Composition" means a musical composition which is owned and/or controlled in whole or in part by Publisher, and which is made available, in Publisher's discretion and subject to Publisher's written approval, to Licensee subject to the terms and conditions set forth in this Agreement and subject to any restrictions imposed by Publisher or by any Songwriter Agreements; provided that with respect to any Composition which is or may be owned or controlled by Publisher only in part, the term "Composition" shall refer only to that portion of the musical composition owned or controlled by Publisher. "Approved Composition" means a Composition which, pursuant to paragraph 2 below, has been approved by Publisher as an Approved Composition available for use by Licensee in accordance with the terms and conditions of this Agreement.

(b) "Copy," means a digital transmission(s) or electronic distribution(s) of a single Approved Composition contained in an EMI Ringtone to an end-user.

(c) "Copies Sold" and "sales" mean one hundred (100%) percent of those Copies digitally transmitted or otherwise electronically distributed to end-users (including without limitation to an end-user's Wireless Device).

(d) "Dollars" and "Cents" mean United States Dollars and Cents.

(e) "EMI Ringtone" means a Ringtone that features the digital transmission of an Approved Composition, the length of which shall not exceed sixty (60) consecutive seconds, solely in connection with Licensee's Service and in accordance with the terms and conditions of this Agreement.

(f) "End-user" means a Wireless Device owner, user, or customer who legally procures from Licensee the sale or distribution of an EMI Ringtone, for that period of time only during which such transmission right has been legally procured.

(g) "Network" means the Website and Approved Additional Websites on which EMI Ringtones will be made available to end-users, as served from and through the Server, via a range of service channels including Internet, cable, satellite, web, WAP, SMS, or cellular transmission. Licensee at all times shall institute security measures with respect to all aspects of its Network(s) that: (i) prevent any EMI Ringtones or any underlying Authorized Composition from being copied, played, distributed, transmitted, performed, used or exploited, in whole or in part, in any format or by any means other than in the format and by the means permitted by Publisher hereunder; (ii) prevent unauthorized reproduction and distribution of all EMI Ringtones and any underlying Authorized Compositions; (iii) are sufficient, as determined by Publisher, to track and enforce the use limitations and other restrictions described in this Agreement; and (iv) meet or exceed current industry standards as they exist from time to time for the licensed delivery of music via digital transmission (including, without limitation, anti-virus, firewall, password, and anti-hacking protections).

(h) "Person" means any individual, corporation, partnership, association or other organized group or combination of any or all of the foregoing, and their legal successors or representatives.

(i) "Ringtone" means any data that resides or is stored in (whether temporarily or permanently), or which is transmitted to, a Wireless Device, which data causes a predetermined instrumental melodic sequence of a musical composition to be reproduced, performed, and/or played for purposes of announcing an incoming call, message, or other event or occurrence on such Wireless Device. For the avoidance of doubt, "Ringtone" shall not include (and this Agreement shall not be deemed to grant Licensee any rights to use Compositions in or as), inter alia, Ringbacks or Ringback tones, and/or data that: (i) embodies a master sound recording of the Composition (as may be licensed by a record company or other third party), or (ii) embodies vocal and/or human instrumental performances (e.g., so-called "mastertones" or "trutones"), or (iii) embodies any visual or audiovisual element (e.g., so-called "enhanced" ringtones).

(j) "Ringbacks" or "Ringback tones" means the distribution or transmission of a musical composition to a Wireless Device or telephone for the purpose of notifying a caller that the call recipient is being alerted to the incoming call.

(k) "Server" means Licensee's proprietary Internet server which shall be located within the Territory, on which templates of the EMI Ringtones licensed hereunder will exclusively reside, and from which the EMI Ringtones will be digitally transmitted or distributed to end-users through the Network. For purposes of clarification, no EMI Ringtone shall be offered for sale through the Website or through an Approved Additional Website and permanently stored in an end-user's Wireless Device without first being transmitted from and through the Server.

(l) "Songwriter Agreement(s)" shall mean those agreements pursuant to which Publisher has acquired rights with respect to any Composition.

(m) "Term" has the meaning set forth in paragraph 5(a) below.

(n) "Territory" has the meaning set forth in paragraph 4 below.

(o) "Website" means a collection of interconnected hypertext markup language documents accessible at a single Universal Resource Locator ("URL") via the World Wide Web, owned and operated by the same Person or at the sole direction of such Person. "Approved Website(s)" means the Website(s) approved by Publisher in its sole discretion from which Licensee intends to advertise and market the sale of EMI Ringtones. Approved Websites include those Websites having the URL http://www.flycell.com. In the event Licensee desires a Website to become an Approved Website, Licensee shall complete, execute and submit to Publisher two (2) copies of an Addendum in the form set forth in Schedule C, and if Publisher returns to Licensee a counter-executed copy of the Addendum (which Publisher may elect to do in its sole discretion), said Website shall be deemed an Approved Website. Licensee shall reasonably

cooperate with respect to Publisher's further inquiries concerning any Website(s) proposed by Licensee, including without limitation, the nature of business conducted on said Website(s) and by the Person(s) owning and operating or directing the operation of such Website(s), and the accounting and reporting procedures in place between Licensee and the Person(s) owning and operating or directing the operation of such Website(s).

(p) "Wireless Device" means a mobile telephone or a hybrid handheld wireless device that incorporates the telephony or messaging function of a mobile telephone and that operates on a wireless communications network regulated by the U.S. Federal Communications Commission in accordance with its rules and regulations governing commercial mobile radio services. Wireless Devices do not include, without limitation, toys, or games.

(q) Each other expression used herein, unless herein separately defined, shall have the meaning commonly understood in the music publishing industry.

2. Supply of Compositions

(a) The Compositions listed on Schedule B hereto (hereby incorporated herein by this reference) as of the Effective Date are deemed to be Approved Compositions for purposes of this Agreement. From time to time during the Term, Schedule B may be amended by Publisher in its discretion, in which event Publisher shall provide Licensee with a written copy of such revised Schedule B, and upon Licensee's receipt of such revised Schedule B, the Compositions listed on such revised Schedule B shall be deemed to be Approved Compositions for purposes of this Agreement (and to the extent that any Approved Compositions from an earlier version of Schedule B are not listed on such revised Schedule B, such Compositions shall no longer be deemed to be Approved Compositions for purposes of this Agreement). Publisher will use reasonable efforts to clearly indicate for Licensee any additions, deletions and/or corrections to the list of Compositions set forth in any revised Schedule B that is provided to Licensee.

(b) Following the execution of this Agreement and throughout the Term, Licensee may seek Publisher's approval of Compositions that do not appear on Schedule B for use as Approved Compositions for purposes of the creation and transmission of EMI Ringtones. In such event, Licensee shall notify Publisher in writing of said requested Compositions. If Publisher agrees to consider the approval of such requested Composition(s), it shall provide written notice thereof to Licensee who shall complete, execute and submit to Publisher two (2) copies of an Addendum in the form set forth in Schedule D, and if Publisher returns to Licensee a counter-executed copy of the Addendum (which Publisher may elect to do in its sole discretion), the Compositions set forth in such Addendum shall be deemed Approved Compositions for purposes of this Agreement and the then-current version of Schedule B shall be deemed amended to include such Approved Compositions.

(c) Publisher reserves the right, in its sole discretion, to refuse to approve any Composition(s) for use as Approved Composition(s). For purposes of example, but without limitation, except as otherwise expressly provided by Publisher, as of the Effective Date and throughout the Term, Compositions written in whole or in part by Tracy Chapman, John Lennon, Jeff Lynne, James Taylor, and Stevie Wonder, and the members of the recording artists known as Aerosmith, Foo Fighters, Nirvana, Red Hot Chili Peppers, Tool, the Mars Volta, A Perfect Circle and Savage Garden, and the Composition "You've Got A Friend" (King) are not, and shall not become, Approved Compositions.

(d) Notwithstanding anything to the contrary contained in this Agreement, Licensee shall remove any EMI Ringtone(s) from the Network(s) within seven (7) business days after Licensee's receipt of notice from Publisher requesting such removal, and as of the end of such seven (7) business day period, and thereafter throughout the Term, Licensee shall not sell, transmit, or otherwise use or exploit such EMI Ringtone(s), and shall not permit third parties to do any of the foregoing, for any purpose without Publisher's prior written consent.

3. Grant of Rights

(a) License Grant to Licensee. Subject to the terms and conditions of this Agreement and provided that Licensee has fully complied with such terms and conditions, Publisher hereby grants to Licensee the following non-exclusive, non-transferable limited rights solely during the Term and solely in the Territory:

(i) Arrangement and Recording. For each Approved Composition, to arrange and record, at Licensee's sole expense, one (1) excerpt of such Approved Composition, comprising up to thirty (30) consecutive seconds of such Approved Composition, for use solely in connection with the creation of an EMI Ringtone based on such excerpt; provided that (A) each EMI Ringtone shall only contain elements of one (1) Approved Composition (for purposes of example only, an EMI Ringtone may not include portions of two (2) or more separate Approved Compositions); (B) the Approved Composition excerpt used to create an EMI Ringtone shall be a single, continuous excerpt (for purposes of example only, such excerpt may not comprise the first ten (10) seconds and the last twenty (20) seconds of such Approved Composition); (C) no arrangement created in accordance with this paragraph 3(a)(i) shall change the basic melody or fundamental character of an Approved Composition (other than as necessarily resulting from limiting the excerpt of such Approved Composition to thirty (30) consecutive seconds); and (D) all arrangements created in accordance with this paragraph 3(a)(i) shall be subject to the provisions of paragraph 11 below;

(ii) Creation of Single Template or Server Copy. To create a template or server copy of each EMI Ringtone, which shall be "uploaded" to and reside on the Server for the sole and exclusive purpose of transmitting or distributing EMI Ringtones to end-users in accordance with the terms and conditions herein;

(iii) Sell Copies To End-Users. To sell Copies of the EMI Ringtones, on and through the Network, so that an end-user can purchase a Copy of the EMI Ringtone such that the EMI Ringtone may be embedded in his or her Wireless Device (it being understood that temporary, transient, non-permanent copies of the EMI Ringtones incidental to said transmission may be created on the Network, provided (A) no permanent copies of the EMI Ringtones are stored or cached on the Network except on the Server or on an end-user's Wireless Device and (B) if a security breach in the Network arises, Licensee shall immediately comply with any Publisher request to block access or remove from the Server any EMI Ringtone so affected);

(iv) Streaming for Promotional Purposes. For each EMI Ringtone, and subject to Licensee securing all necessary public performance licenses (as described in paragraph 8 below), to "stream" up to sixty (60) consecutive seconds of such EMI Ringtone to Subscribers in the form of a digital audio transmission for the sole purpose of previewing or demonstrating such EMI Ringtone to facilitate its purchase, sale, or licensing through the Network in accordance with this Agreement; provided that Licensee shall not sell, lease, transmit, offer, or otherwise provide any EMI Ringtone streamed in accordance with this paragraph 3(a)(iv) (including any Approved Composition incorporated therein) as a downloadable file or in any form that would allow any subscriber, caller, or other third party to create, store, or retain a copy of all or part thereof.

(b) Restrictions. Notwithstanding any other provision of this Agreement:

(i) This Agreement does not authorize or permit any use or other exploitation of any Composition by Licensee or any third party, except as expressly authorized herein. If any such use or other exploitation is made or permitted by Licensee, this Agreement shall immediately terminate, and all rights and licenses granted to Licensee hereunder shall automatically terminate.

(ii) No license or other rights are granted herein to Licensee or any third party to use any current or future trademarks, service marks, design marks or trade names of or associated with Publisher (such marks and names, collectively, the "EMI Marks"), for any purpose. Licensee may only use the EMI Marks with the prior written approval of Publisher.

(c) With respect to any Approved Composition of which less than one hundred percent (100%) is controlled by Publisher, prior to exercising any of the rights or licenses granted herein in such Approved Composition or any EMI Ringtone incorporating such Approved Composition, Licensee shall secure all rights and licenses from all applicable co-publisher(s) necessary to exercise, without violating the intellectual property rights or other rights of such co-publisher(s) or any third party, the rights and licenses granted herein.

(d) Nothing contained herein shall grant Licensee the right to use any particular recording of an Approved Composition.

(e) Without limiting any other provision of this Agreement, with respect to any third party rights that are necessary to be obtained by Licensee in connection with any EMI Ringtone or any recording or performance incorporated into or used to arrange any EMI Ringtone, Licensee shall be responsible for obtaining such rights at its sole expense.

4. Territory

The "Territory" covered during the Term shall be the United States.

5. Term

(a) The "Term" of this Agreement is one (1) year, commencing on the Effective Date and terminating August 1, 2006.

(b) Notwithstanding the foregoing, EMI may terminate the entire grant of rights contained in this Agreement and/or the grant of rights with respect to a particular Website or Additional Approved Website, at any time for any reason upon thirty (30) days prior written notice to Licensee. Promptly thereafter, Licensee shall furnish Publisher with a written confirmation that it has performed any/all takedowns of EMI Ringtones from the Server necessary to comply with the applicable termination of rights by Publisher.

(c) If Licensee has failed to fully launch its services for any reason via the URLs set forth in subparagraph 1(o), and as otherwise contemplated upon execution of this Agreement in accordance with the rights granted to Licensee herein, as of June 1, 2005, (i) this Agreement shall immediately terminate and all terms and conditions hereof will be deemed null and void as of such date, (ii) any and all EMI Ringtones created by Licensee shall remain the sole property of Publisher as of such date, and Licensee shall immediately assign and transfer any and all rights therein to Publisher, (iii) Licensee shall immediately take down all EMI Ringtones as of such date and all of Licensee's rights in and to EMI Ringtones shall immediately terminate, and (iv) upon Publisher's written request , all EMI Ringtones in Licensee's possession or control shall be promptly destroyed by Licensee, and Licensee will deliver an affidavit to Publisher attesting to such destruction.

6. Advance / Royalties

(a) As used herein, "Publisher's Prorata Share" shall mean that proportion of Publisher's ownership of the applicable Composition, as set forth on the Schedule D Addendum.

(b) In consideration of the rights granted hereunder, upon execution of this Agreement Licensee shall pay to Publisher the sum of Seven Thousand Five Hundred Dollars ($7,500.00), as a non-returnable advance, recoupable solely from royalties otherwise payable for each Copy Sold as of the commencement hereof pursuant to this paragraph 6 ("Advance).

(c) (i) Pursuant to the terms and conditions of paragraph 7 below, Licensee shall pay Publisher for each Copy Sold a royalty equal to Publisher's Prorata Share of TEN (10%) percent of the retail selling price of each Copy Sold, with a minimum royalty for each Copy Sold of TEN ($0.10) Cents.

(ii) In the event a recurring fee is charged an end-user to retain a Copy, said charge shall be deemed a royalty-bearing event. For clarity, Licensee shall pay Publisher the applicable royalty pertaining to any Copy each time a recurring payment is made to retain said Copy (or to access said EMI Ringtone embodied therein) on an end-user's Wireless Device. For purposes of calculating the royalty payable, if applicable, the recurring fee shall be deemed to be the original retail selling price and each time the Copy is thereby retained shall be considered a new "Copy Sold" and a royalty shall thereby be payable.

(iii) In the event a Copy is made to time-out on a Wireless Device and one is made to re-download or otherwise re-acquire said EMI Ringtone for reasons other than technical failure, said event shall be deemed a royalty-bearing event. For clarity, and notwithstanding the previous sentence, Licensee shall pay Publisher the applicable royalty pertaining to each Copy Sold, irrespective of whether the recipient had previously acquired the same EMI Ringtone embodied in such Copy Sold.

(iv) In the event a Copy is offered in a form other than individually (e.g., said EMI Ringtone is made available as part of a bundle or package of wireless content applications, the royalty due in connection with such Copy shall be Publisher's Pro Rata Share of the greater of: (A) TEN (10%) percent of a fraction whose numerator equals the bundle's sale price and whose denominator equals the number of royalty-bearing content applications, or (B) the minimum royalty for each Copy Sold set forth paragraph 6(c)(i) above. By way of example, if Licensee charges $10 for a bundle of eight (8) royalty-bearing content applications (one of which is a Copy), then the royalty applicable to said Copy shall be Publisher's Prorata Share of $0.125, i.e., 10% of ($10 ÷ 8).

(v) In the event a recurring transmission fee, in addition to the original EMI Ringtone purchase fee, is charged to an end-user each time an end-user hears the EMI Ringtone (e.g., a Ten Cent ($0.10) recurring transmission fee is charged to an end-user each time he/she hears an EMI Ringtone), Licensee shall pay Publisher for each such Copy Publisher's Prorata Share of Ten percent (10%) of such transmission fee, in addition to the Royalty otherwise set forth in this paragraph 6.

(d) In the event an Approved Composition is controlled less than one hundred (100%) percent by Publisher or if the Songwriter Agreements require direct payments to certain third parties, upon Publisher's request, Licensee shall make direct payments to such applicable co-publishers or other third parties.

(e) In the event Licensee agrees to (or has agreed to) pay to a co-publisher of an Approved Composition, a publisher of any musical composition or a licensor of any sound recording embodying an Approved Composition used in any Ringtone, compensation or consideration in excess of the compensation or consideration to be paid to Publisher hereunder (collectively, "Excess Compensation"), then effective as of the date of such agreement, Licensee shall immediately pay to Publisher an amount equal to such Excess Compensation and this Agreement shall be deemed amended effective as of the date of such agreement to include such more favorable compensation provision. In the event the Approved Composition is not entirely controlled by Publisher, the Excess Compensation shall be based upon and shall reflect Publisher's Pro Rata Share. Upon request, Licensee shall supply to Publisher copies of all agreements between Licensee and third party licensors by which rights are granted for the use of any sound recording or musical compositions (including Approved Compositions) in Ringtones.

7. Accounting

(a) Together with the payment of all applicable sums due Publisher pursuant to paragraph 6 above, Licensee shall render Publisher accounting statements on a quarterly basis, (which shall be provided electronically, along with a hard paper copy), indicating, on an EMI Ringtone-by-EMI Ringtone (including the title, writers' name(s), and applicable Publisher-supplied EMI song code for each Approved Composition), and Website-by-Website (i.e. statements to include both the Website and all Approved Additional Websites) basis, the number of Copies Sold or otherwise distributed and/or digitally delivered in each country of the Territory, within forty-five (45) days following the last day of each calendar quarter during which such rights are granted herein, whether or not Licensee sold or otherwise distributed Copies within such quarterly period. In addition, the accounting statement shall indicate, with respect to each Copy Sold, the retail selling price therefor, whether said Copy Sold was the result of a first-time transmission or a repeat transmission/recurring charge, and any other information necessary to determine how the applicable royalty for each Copy Sold was calculated.

(b) In addition to providing quarterly accounting statements, Licensee shall, within ninety (90) days of the Effective Date, provide Publisher, upon request, with online, real-time access to the Server in order to permit the accurate identification, tracking and verification of copies of all EMI Ringtones, and any other data item to be enumerated on accounting statements pursuant to subparagraph (a) above.

(c) Licensee agrees to keep and maintain true and accurate records and books of account in connection with the sale of Copies and all transactions related thereto or otherwise contemplated under this Agreement, and shall retain all such records and books for a period of not less than four (4) years following the termination of this Agreement. Publisher, by its designated representative, shall have the right, upon reasonable written notice, and during normal office hours, to examine the books and records of Licensee, at Licensee's regular place of business where the books and records are maintained, as the same pertain to the subject matter of this Agreement and to make copies and extracts thereof. Licensee shall cooperate with Publisher's representative to assist them in understanding all such material. If, as a result of any audit, it is determined that Licensee has understated the royalties due to Publisher, Licensee shall immediately pay to Publisher the amount of such underpayment. If, as a result of any audit, it is determined that Licensee has understated the royalties due to Publisher by ten (10%) percent or more, Licensee shall pay to Publisher the amount by which royalties have been understated and shall reimburse Publisher for the cost of the audit.

(d) All checks shall be in United States Dollars, shall be made payable to EMI Music Publishing and unless Publisher notifies otherwise, shall be sent to the address indicated in paragraph 15 below. All accountings and payments must be received by Publisher on the date such payment and statement are due, according to the terms of this Agreement, time being of the essence hereof. No payments shall be diminished or reduced in any manner for any reason, including without limitation, any withholdings, currency restrictions, exchanges or taxes. Upon written request, Publisher shall provide Licensee with a current W-9 form for each music publishing catalog receiving payment.

(e) It is understood and agreed that there shall be no "free" or "bonus goods" of the EMI Ringtones, as such term is understood in the industry, i.e., all Copies Sold, distributed, transmitted, or delivered, regardless of price, shall bear a full royalty hereunder.

(f) Without limiting Publisher's rights and remedies hereunder, at law or in equity: (i) past-due payments are subject to and to be accompanied by payment of interest thereon at the prime rate as established on the due date by The Bank of New York plus two (2%) percent compounded daily and computed from the date(s) upon which each such payment(s) first became due until the date(s) upon which each such payment(s) is remitted to Publisher; and (ii) Licensee shall reimburse Publisher, within five (5) days from receipt of its invoice, for Publisher's reasonable attorney's fees and costs arising out of the occurrence of any Default Event (as defined in paragraph 14), including, without limitation, any failure by Licensee timely to render statements and account to Publisher with respect to royalties which accrue to Publisher in connection with Licensee's exploitation of its rights pursuant to the applicable provisions hereof.

8. No Performance Right Grant

(a) No right of public performance is granted under this Agreement, such right being licensed by the American Society of Composers, Authors and Publishers ("ASCAP") and Broadcast Music Inc. ("BMI") in and for the United States.

(b) Any public performance of an Approved Composition as embodied in an EMI Ringtone, including without limitation pursuant to paragraph 3(a)(iv) above, not otherwise licensed by ASCAP and/or BMI, as applicable, shall be licensed by Licensee from Publisher or from Publisher's authorized agent. If said license is to be secured from Publisher, Publisher agrees to negotiate in good faith and the issuance of such license shall be in accordance with the customary industry practices and fees.

9. Restrictions and Reservations of Rights

(a) This Agreement does not authorize or permit any use of a Composition not expressly set forth herein and does not include the right to alter the fundamental character of the music of an Composition, and, specifically, the terms of this Agreement are limited to the use of each Approved Composition only as originally fixed in the EMI Ringtone. Publisher reserves all rights not expressly granted to Licensee hereunder. All rights granted hereunder are granted on a non-exclusive basis.

(b) No Composition may be used in a dramatic fashion, as such term is understood in the industry, or in any manner which could be considered in bad taste or offensive; i.e. each Approved Composition shall be used with regard to social convention and decency so as not to bring such Composition, the composers thereof, or Publisher into public disrepute or reflect adversely on the Composition, the composers thereof, or Publisher. No individual Composition may be used in connection with any product, any service, or in the branding, marketing, advertising or promotion of any product, service or event.

(c) Without limiting the force and effect of the foregoing, and without intending to provide an exhaustive list of prohibitive acts, this Agreement does not include the rights to: (i) rent or lease an EMI Ringtone; (ii) sell or otherwise distribute EMI Ringtones except for the personal use of individual Wireless Device owners; (iii) parody the music or lyrics of an Approved Composition; (iv) make, sell or distribute phonorecords of an Approved Composition; (v) utilize a sound recording and/or audiovisual master(s) not owned or separately licensed by Licensee; (vi) synchronize (or authorize others to synchronize) any Approved Compositions with visual images or events or include any Approved Composition in any audio-visual work, including without limitation in commercials or games; (vii) use the title of an Approved Composition except for factual and/or descriptive purposes for identifying the EMI Ringtones available to for purchase; (viii) use any Composition that is not a Approved Composition in any way; or (ix) use an Approved Composition on any broadcast/cablecast or on-line services (whether viewable in real time or downloadable) not specifically enumerated in this Agreement, or on any interactive program, platform, media or storage device, or any promotional use not specifically enumerated herein. Any occurrence of the above-noted items by Licensee or authorized by Licensee shall render all aspects of the Agreement immediately null and void and this Agreement shall terminate.

(d) Except for listing on the Network the composers' names for factual and/or descriptive purposes for identifying the EMI Ringtones available for purchase, no right whatsoever is being granted hereunder to use or authorize other Persons to use the names (including any professional names, previously, now or hereafter used), facsimile signatures, voices, likenesses or biographical material of, concerning, or regarding any of the composers of a Composition for any purpose whatsoever, including, without limitation, for purposes of exploitation of an EMI Ringtone on the Network. In no event shall a name of a composer of a Composition be featured more or less prominently than any other composer's name.

10. Warranties and Representations/Indemnity

(a) Publisher warrants only that it has the legal right, power and authority to grant this license and this license is given and accepted without any other warranty or recourse. Publisher hereby agrees to indemnify and hold harmless Licensee and its respective officers, directors, agents, and employees (hereinafter, the "Indemnitees") from and against any and all liabilities, damages, costs, charges, recoveries, judgments, penalties, expenses or losses of whatsoever kind or nature, actually incurred by the Indemnitees (including reasonable attorneys' fees and disbursements) which may be obtained against, imposed upon or suffered by the Indemnitees or any of them, by reason of any breach by Publisher of any of its warranties or representations hereunder. In no event shall the total liability of Publisher in connection with the rights granted for each Approved Composition licensed hereunder exceed the consideration received by Publisher in connection with the licensing of said Approved Composition. Licensee will give Publisher prompt notice of any claim and Publisher will have the right to assume the defense thereof at Publisher's expense.

(b) Licensee represents and warrants that:

(i) there are no actions, suits, proceedings, agreements or other impediments, actual or threatened, which would prevent or impair it from performing its duties and obligations hereunder; and

(ii) it is fully empowered to enter into this Agreement and to perform its duties and obligations hereunder, that it is and shall at all times remain possessed of all rights necessary for it to completely fulfill all of its material obligations hereunder, and that its entering into this Agreement and fulfilling such obligations (including but not limited to maintenance of the Network) does not and shall not infringe upon the rights of any Person whatsoever.

(c) Licensee further represents and warrants that it shall obtain or secure (and maintain during the Term) all necessary and required licenses concerning:

(i) intellectual properties furnished or selected by Licensee and contained in any materials used in connection with the marketing, sale or distribution of Ringtones as authorized hereunder, including without limitation name and likeness rights, and that said materials shall not violate or infringe upon the rights of any third party, including without limitation intellectual property rights and/or rights of privacy and publicity; and

(ii) intellectual properties furnished or selected by Licensee and contained in an EMI Ringtone not licensed hereunder including that portion of the music publishing rights in and to each Approved Composition not controlled by Publisher; and that said materials shall not violate or infringe upon the rights of any third party, including without limitation intellectual property rights and/or rights of privacy and publicity.

(d) Licensee agrees to fully indemnify Publisher and hold Publisher (and its officers, directors, and employees) harmless of and from any and all liabilities, claims, causes of actions, damages, interest, charges, recoveries, judgments, penalties, expenses or losses of whatsoever kind of nature, (including without limitation, legal expenses and counsel fees and disbursements) of any kind whatsoever which may be occasioned, suffered or incurred by Publisher, either directly or indirectly, in whole or in part, resulting from or in connection with any breach or threatened breach by Licensee of any of the terms, covenants, representations and warranties contained herein, and/or any claim by any Person inconsistent with any of the representations, warranties and covenants hereunder. In addition, Licensee will reimburse Publisher on demand for any payment made at any time after the date hereof for any liability or claim to which this clause relates that has resulted in a judgment against Publisher or which has been settled with the written consent of Licensee (which consent shall not unreasonably be withheld). Publisher will give Licensee prompt notice of any claim and Licensee will have the right to assume the defense thereof at Licensee's expense.

11. Arrangements/Copies

All EMI Ringtones shall be the sole and exclusive property of Publisher from inception, and Licensee hereby sells, assigns and transfers all right, title and interest in and to each such EMI Ringtone to Publisher, including without limitation all copyright registrations and applications, and all renewals and extensions thereof, throughout the world. Any arrangement(s) which Licensee shall cause to be made of an Approved Composition in the creation of an EMI Ringtone shall be made at Licensee's own expense and shall be created only as the result of employment-for-hire and such arrangement shall be "Work Made For Hire" for Publisher, as such term is used in the United States Copyright Law. Licensee hereby sells, assigns and transfers any such arrangement(s) and all right title and interest in and to each such arrangement to Publisher and the worldwide copyright and renewals and extensions of copyright therein. Licensee warrants and represents that all Persons rendering services in connection with the creation of EMI Ringtones shall have executed, prior to the commencement of creation of any EMI Ringtone to which such Persons have contributed, written agreement(s), in full compliance with the laws of the United States and other countries, stating that those EMI Ringtones and any arrangements on which such EMI Ringtones are based, are considered a work made for hire for Publisher and irrevocably assigning all such Person's rights throughout the Territory in perpetuity, including without limitation copyrights, in those EMI Ringtones and other materials to Publisher. Upon Publisher's request, Licensee will cause to be executed and delivered to Publisher all assignments and transfers of ownership of copyright (including without limitation all copyright registrations and applications, and all renewals and extensions thereof) in the EMI Ringtones and any arrangements on which such EMI Ringtones are based, and any other documents as Publisher may deem necessary or appropriate to vest in Publisher the rights granted to Publisher in this Agreement. Neither Licensee nor any arranger shall be entitled to authorship credit or status as a collaborator or any remuneration by way of royalty or otherwise from the authors of such Approved Composition or from Publisher or any of Publisher's designated agents. No arrangement shall change the basic melody of any Approved Composition.

(b) Licensee shall enable Publisher freely and without charge or expense to receive EMI Ringtones to ensure Licensee's adherence with and to the terms and conditions of this Agreement. Any such receipt by Publisher will not constitute a Copy and will not be deemed a royalty-bearing event.

12. Ownership

Except as expressly permitted in this Agreement, Licensee shall not at any time, directly or indirectly, license, transfer, assign, sell or otherwise dispose of, pledge, mortgage or in any way encumber any Composition or any interest of any kind therein, and/or any right or license granted hereunder and any such purported license, transfer, assignment, sale, disposal, pledge, mortgage or encumbrance shall be void and of no effect.

13. No Partnership

Nothing herein contained shall create any association, partnership, joint venture or relationship of principal and agent between the parties hereto; it being understood that the parties hereto are, with respect to each other, independent contractors, and neither party shall have any authority to bind the other or the other's representatives in any way and shall not hold itself out to any Person as having authority.

14. Event of Default/Cure

(a) As used herein, the term "Event of Default" shall mean any of the following events: (i) Licensee's failure or inability to fulfill any of its material obligations hereunder for any reason; (ii) Licensee's dissolution or the liquidation of any substantial portion of its assets; (iii) the filing by or against Licensee of a petition for liquidation or reorganization or the commencement of an action against it under any applicable bankruptcy or insolvency legislation as now or hereafter in effect or under any similar

statute relating to liquidation or reorganization or Licensee's consenting to any of the foregoing; (iv) the appointment of a trustee, receiver, custodian or similar appointee for Licensee for any of its property or Licensee consenting to any such appointment; (v) Licensee's making of an assignment for the benefit of creditors; (vi) Licensee becoming insolvent; (vii) Licensee's failure to pay, or admission in writing of its inability to pay, its debts as they come due; (viii) Licensee's receipt of a "going concern" notification or similar qualification; (ix) a reduction of ten percent (10%) or more in Licensee's workforce; (x) Licensee's report of a quarterly loss for four (4) consecutive quarters; or (xi) any action by Licensee which jeopardizes any material right or remedy of Publisher hereunder. In the event that any of the matters described in this paragraph 14(a) occurs, Licensee shall provide prompt written notice thereof to Publisher.

(b) Without limiting or affecting the rights or remedies which Publisher may have under this Agreement or at law or equity, with respect to Licensee's obligations under this Agreement, it is agreed that if an Event of Default occurs or in the event of a breach on the part of Licensee, Publisher may notify Licensee in writing of such default or breach and Licensee shall have ten (10) business days from receipt of such notice in which to cure such Event of Default or breach. If such breach or Event of Default is not curable or is not cured within said ten (10) business day period, this Agreement shall automatically terminate and Licensee shall be deemed to have automatically and irrevocably assigned and transferred to Publisher, without further consideration, all right, title and interest in and to all EMI Ringtones (including the master recordings created by Licensee not otherwise owned by record companies), to the extent that such rights and interests have not already been assigned to or vested in Publisher; provided, however, that with respect to any breach or default concerning the payment of any monies whatsoever, this Agreement shall automatically terminate and the aforesaid assignment and vesting shall occur if such particular breach is not remedied within five (5) business days from the date of the notice. Publisher, in the event of any automatic termination under this paragraph and without prejudice to any other rights and remedies, shall have rights and remedies for copyright infringement, including injunctive relief.

(c) The termination of this Agreement pursuant to this paragraph shall render the further exploitation of an EMI Ringtone actionable as an act of copyright infringement fully subject to the remedies provided by the Copyright Act, Title 17, of the United States Code, together with other legal and equitable remedies available to Publisher.

15. Notices

Any and all notices, consents, approvals, demands, other communications and payments hereunder shall be hand delivered or sent by certified mail, return receipt requested, at the address below (or at such other address hereafter designated by either party in writing) as follows:

To Publisher: EMI Music Publishing
810 Seventh Avenue
New York, New York 10019
Attention: Pauline Martin

To Licensee: As set forth in the heading of this Agreement.

Any notice shall be deemed complete when the same (containing whatever information may be required hereunder) is deposited in any mail box properly addressed and sent as aforesaid, except that: (a) all materials personally delivered shall be deemed served when actually received by the party to whom addressed; (b) air express materials shall be deemed served on the day of delivery to the air express company; (c) notices of change of address shall be effective only from the date of receipt; and (d) royalty statements may be sent by regular mail and shall be deemed rendered when actually received by Publisher.

16. Governing Law

This Agreement has been entered into and delivered in the State of New York and the validity, interpretation and legal effect of this Agreement shall be governed by and construed in accordance with the internal laws of the State of New York applicable to contracts entered into and performed entirely within the State of New York. Only the New York courts (state and federal) will have jurisdiction over any controversies regarding this Agreement, and the transactions contemplated by this Agreement; any action or other proceeding which involves such a controversy will be brought in those courts, in New York County, and not elsewhere. Licensee hereby irrevocably submits to the jurisdiction of the New York courts (state and federal) in any such action or proceeding and irrevocably waives any right to contest the jurisdiction (in rem or in personam) or power or decision of that court within or without the United States other than appropriate appellate courts having jurisdiction over appeals from such court(s). Licensee also irrevocably waives any defense of inconvenient forum to the maintenance of any such action or proceeding. Any process in any action or proceeding may, among other methods, be served upon Licensee by delivering or mailing it in accordance with paragraph 15. Any such delivery or mail service shall be deemed to have the same force and effect as personal service within the State of New York.

17. Assignment; Change of Control

This Agreement, and the rights, opportunities and obligations created pursuant to this Agreement, are not assignable or transferable in any manner by Licensee, nor shall Licensee sublicense or delegate any of its rights or obligations without the prior written consent of Publisher, not to be unreasonably withheld. EMI may assign this Agreement and any of its rights hereunder in whole or in part to any Person which controls, which is controlled by, or which is under common control with, EMI and/or each such Publisher or which is in partnership with EMI and/or each such Publisher; and/or to any parent, affiliated or subsidiary company or corporation, or to a Person owning, or acquiring, all or a substantial part of EMI and/or each such Publisher's stock and/or assets or with whom EMI and/or each such Publisher may merge or be merged, in which case Licensee shall not be released from its obligations hereunder.

18. Confidentiality; Publicity

Licensee and EMI agree that all information with respect to this agreement, whether furnished by EMI to Licensee or otherwise acquired by Licensee in the course of business with EMI, shall be kept confidential. Such information shall not be disclosed at any time to any Person except to the extent required by an order of a court or other tribunal having jurisdiction or pursuant to rules and regulations of a governmental body. Notwithstanding the foregoing, the parties acknowledge and agree that in certain situations, such as where copublishers of an Approved Composition, publishers of other compositions and/or master owners require a favored nations provision, the information contained in this Agreement may have to be divulged with respect to monies payable and rights granted. Licensee and EMI may not use the other party's name in news releases, articles, brochures and marketing and/or promotional materials, without the other party's prior written approval.

19. Entire Agreement

(a) This Agreement sets forth the entire understanding between the parties hereto with respect to the subject matter hereof, and merges and extinguishes all prior understandings, negotiations, and agreements. No amendment to or modification, waiver, termination, or discharge of this Agreement or of any provision hereof shall be binding unless confirmed by a written instrument duly executed by the party to be charged therewith. Any process in any action, suit, or proceeding arising out of or relating to this Agreement may, among other methods, be served upon the applicable party by delivering it or mailing it in accordance with paragraph 15 above. No waiver of any provision of or default under this Agreement shall affect the right of either party thereafter to enforce such provision or to exercise any right or remedy in the event of any other default, whether or not similar.

(b) If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not essential to the intended operation of this Agreement.

20. Miscellaneous

This Agreement shall apply for the Term hereof only, and shall not be binding upon or prejudicial to any position taken by Publisher or Licensee for any period subsequent to the Term of this Agreement. The captions of paragraphs contained in this Agreement are for reference only and are not to be construed in any way as a part of the Agreement. This Agreement shall not become effective until executed by all proposed parties hereto.

IN WITNESS WHEREOF, the parties have caused the foregoing to be executed as of the date first above written.

EMI Music Publishing

By: _____
Publisher

Acotell USA, Inc

By: _____
Licensee

SCHEDULE A

(List of Publishing Catalogs)

AVON GATE MUSIC INC. (BMI)
BARHAM BOULEVARD MUSIC, INC. (BMI)
BEECHWOOD MUSIC CORP. (BMI)
BURBANK PLAZA MUSIC, INC. (ASCAP)
CARWIN MUSIC INC. (ASCAP)
COLGEMS-EMI MUSIC INC. (ASCAP)
COMBINE MUSIC CORP. (BMI)
EMI AFFILIATED CATALOG INC. (BMI)
EMI AL GALLICO MUSIC CORP. (BMI)
EMI ALGEE MUSIC CORP. (BMI)
EMI APRIL MUSIC INC. (ASCAP)
EMI BELFAST MUSIC, INC. (BMI)
EMI BMPC CORP. (ASCAP)
EMI BLACKWOOD MUSIC INC. (BMI)
EMI BRILLIG MUSIC, INC. (ASCAP)
EMI DUCE MUSIC, INC. (ASCAP)
EMI EASY LISTENING MUSIC CORP. (ASCAP)
EMI FEIST CATALOG INC. (ASCAP)
EMI FULL KEEL MUSIC (ASCAP)
EMI GOLD HORIZON MUSIC CORP. (BMI)
EMI GOLDEN TORCH MUSIC CORP. (ASCAP)
EMI GROVE PARK MUSIC, INC. (BMI)
EMI HASTINGS CATALOG INC. (BMI)
EMI INTERTRAX MUSIC INC. (BMI)
EMI JEMAXAL MUSIC INC. (ASCAP)
EMI LONGITUDE MUSIC (BMI)
EMI MILLER CATALOG INC. (ASCAP)
EMI MILLS MUSIC, INC. (ASCAP)
EMI MOGULL, INC. (ASCAP)
EMI NORBUD MUSIC, INC. (BMI)
EMI NTM HOLDINGS, INC. (ASCAP)
EMI PST HOLDINGS, INC. (ASCAP)
EMI ROBBINS CATALOG INC. (ASCAP)
EMI SOSAHA MUSIC INC. (BMI)
EMI SLITHY SONGS, INC. (BMI)
EMI TSM HOLDINGS, INC. (BMI)
EMI U CATALOG INC. (ASCAP)
EMI UNART CATALOG INC. (BMI)
EMI VARIETY CATALOG INC. (ASCAP)
EMI VINE MUSIC, INC. (BMI)
EMI VIRGIN MUSIC, INC. (ASCAP)
EMI VIRGIN SONGS, INC. (BMI)
EMI WATERFORD MUSIC, INC. (ASCAP)
EMI WORLDTRAX MUSIC INC. (ASCAP)
FORAY MUSIC (SESAC)
GLENWOOD MUSIC CORP. (ASCAP)
JOBETE MUSIC CO., INC. (ASCAP)
NEW TANDEM MUSIC, INC. (ASCAP)
SCREEN GEMS-EMI MUSIC INC. (BMI)
STONE DIAMOND MUSIC CORPORATION (BMI)
TRIPLE STAR MUSIC, INC. (BMI)

SCHEDULE B

(List of Approved Compositions)

SCHEDULE C

(pursuant to paragraph 1(o))

ADDENDUM OF RIGHTS

ADDENDUM to the Agreement dated December 21, 2005, by and between EMI Music Publishing and Acotell USA, Inc. (the "Agreement"), to be effective as of the date hereof, to make the following additional Website(s) constitute Approved Website(s), and thus part of the Network.

1. The URL(s) of the Website(s) proposed for approval pursuant to this Addendum, and the date on which EMI Ringtones first shall be marketed thereon, is/are:

http://www. FLYCELL .com Date: 8/2/05

2. All terms not defined herein shall have the same meaning given them in the Agreement. Except as expressly or by necessary implication modified hereby, the terms of the Agreement are hereby ratified and confirmed without limitation or exception.

IN WITNESS WHEREOF, the parties have caused the foregoing ADDENDUM to be executed as of this 11 day of JAN, 2006.

EMI Music Publishing

By: _____
Publisher

Acotell USA, Inc

By: _____
Licensee

SCHEDULE D

(pursuant to paragraph 2(b))

ADDENDUM OF RIGHTS

ADDENDUM to the Agreement dated December 21, 2005, 2004, by and between EMI Music Publishing and Acotell USA, Inc. (the "Agreement"), to be effective as of the date hereof covering the use of the Compositions listed below:

1. The Composition(s) subject to this Addendum is/are:

   ["TITLE"] composed by ["WRITER(S)" (%)].

2. The Territory shall be as per the Agreement, [excluding, in the case of the Composition entitled _____, the country(ies) of _____.]

3. All terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused the foregoing ADDENDUM to be executed as of this _____ day of _____, 200_.

EMI Music Publishing

By: _____
Publisher

Acotell USA, Inc

By: _____
Licensee

Dated: October 11, 2005

Ringtone and Masterfone License

THIS AGREEMENT (the "Agreement") is made as of August 29, 2005 ("Effective Date"), by and between Up-Mobile Corporation, 10305 NW 41st Street, Suite 206, Miami, FL 33178 ("Licensee"), and EMI Music Publishing, 810 Seventh Avenue, New York, New York 10019 ("EMI", "Publisher"). All capitalized terms in this Agreement are defined in paragraph 1 below, unless otherwise indicated.

WHEREAS, EMI is actively engaged in the business of music publishing and controls the music publishing rights to certain Compositions which are contained in the music publishing catalogs listed on Schedule A, attached hereto and made a part hereof; and

WHEREAS, Licensee desires to obtain and Publisher desires to grant a license to arrange and record one or more Approved Composition(s) for the sole purpose of creating EMI Ringtones and Masterfones that may be distributed as EMI Tones whereby an End-user can receive a copy of the EMI Tone into a Wireless Device ("Licensee's Service"), solely in the manner provided herein and in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. Definitions

As used in this Agreement, the following terms will have the meanings set forth below:

(a) "Composition" means a musical composition which is owned and/or controlled in whole or in part by Publisher, and which is made available, in Publisher's discretion and subject to Publisher's written approval, to Licensee subject to the terms and conditions set forth in this Agreement and subject to any restrictions imposed by Publisher or by any Songwriter Agreements; provided that with respect to any Composition which is or may be owned or controlled by Publisher only in part, the term "Composition" shall refer only to that portion of the musical composition owned or controlled by Publisher. "Approved Composition" means a Composition which, pursuant to paragraph 2 below, has been approved by Publisher as an Approved Composition available for use by Licensee in accordance with the terms and conditions of this Agreement.

(b) "Copy," means a digital transmission(s) or electronic distribution(s) of a single Approved Composition contained in an EMI Tone to an End-user.

(c) "Copies Sold" and "sales" mean one hundred (100%) percent of those Copies digitally transmitted or otherwise electronically distributed to End-users (including without limitation to an End-user's Wireless Device).

(d) "Dollars" and "Cents" mean United States Dollars and Cents.

(e) "EMI Ringtone" and "EMI Masterfone" means a Ringtone and Masterfone, respectively, that features the digital transmission of an Approved Composition, the length of which shall not exceed thirty (30) consecutive seconds, solely in connection with Licensee's Service and in accordance with the terms and conditions of this Agreement. For the purpose of this Agreement, EMI Ringtones and EMI Masterfones collectively shall be referred to as "EMI Tones".

(f) "End-user" means a Wireless Device owner, user, or customer who legally procures from Licensee the sale or distribution of an EMI Tone, for that period of time only during which such transmission right has been legally procured.

(g) "Network" means the Approved Website(s) on which EMI Tones will be made available to End-users, as served from and through the Server, via a range of service channels including Internet, cable, satellite, web, WAP, SMS, or cellular transmission. Licensee at all times shall institute security measures with respect to all aspects of its Network(s) that: (i) prevent any EMI Tones or any underlying Approved Composition from being copied, played, distributed, transmitted, performed, used or exploited, in whole or in part, in any format or by any means other than in the format and by the means permitted by Publisher hereunder; (ii) prevent unauthorized reproduction and distribution of all EMI Tones and any underlying Approved Compositions; (iii) are sufficient, as determined by Publisher, to track and enforce the use limitations and other restrictions described in this Agreement; and (iv) meet or exceed current industry standards as they exist from time to time for the licensed delivery of music via digital transmission (including, without limitation, anti-virus, firewall, password, and anti-hacking protections).

(h) "Person" means any individual, corporation, partnership, association or other organized group or combination of any or all of the foregoing, and their legal successors or representatives.

(i) "Ringtone" means any data that resides or is stored in (whether temporarily or permanently), or which is transmitted to, a Wireless Device, which data causes a predetermined melodic sequence of a musical composition to be reproduced, performed, and/or played for purposes of announcing an incoming call on such Wireless Device in an audio format (i.e., not audiovisual). For the avoidance of doubt, "Ringtone" shall not include (and this Agreement shall not be deemed to grant Licensee any rights to use Compositions in or as), inter alia, Ringbacks or Ringback tones, or so-called enhanced ringtones (e.g., Ringtones that include any visual element). For the purpose of this Agreement, Ringtones that: (i) embody a master sound recording of the Composition or (ii) embody vocal and/or human instrumental performances, shall be referred to as "[redacted]".

(j) "Ringbacks" or "Ringback tones" means the distribution or transmission of a musical composition to a Wireless Device or telephone for the purpose of notifying a caller that the call recipient is being alerted to the incoming call.

(k) "Server" means Licensee's proprietary Internet server which shall be located within the Territory, on which templates of the EMI Tones licensed hereunder will exclusively reside, and from which the EMI Tones will be digitally transmitted or distributed to End-users through the Network. For purposes of clarification, no EMI Tone shall be offered for sale through an Approved Website and permanently stored in an End-user's Wireless Device without first being transmitted from and through the Server.

(l) "Songwriter Agreement(s)" shall mean those agreements pursuant to which Publisher has acquired rights with respect to any Composition.

(m) "Term" has the meaning set forth in paragraph 5(a) below.

(n) "Territory" has the meaning set forth in paragraph 4 below.

(o) "Website" means a collection of interconnected hypertext markup language documents accessible at a single Universal Resource Locator ("URL") via the World Wide Web, owned and operated by the same Person or at the sole direction of such Person. "Approved Website" means the Website having the URL www.m-vibe.com from which Licensee intends to advertise and market the sale of EMI Tones. In the event Licensee desires an additional Website to become an Approved Website, prior to such website's advertising or marketing of any EMI Tone, Licensee shall complete, execute and submit to Publisher two (2) copies of an Addendum in the form set forth in Schedule C, and if Publisher returns to Licensee a counter-executed copy of the Addendum (which Publisher may elect to do in its sole discretion), said Website shall be deemed an Approved Website. Licensee shall reasonably cooperate with respect to Publisher's further inquiries concerning any additional Website(s) proposed by Licensee, including without limitation, the nature of business conducted on said Website(s) and by the Person(s) owning and operating or directing the operation of such Website(s), and the accounting and reporting procedures in place between Licensee and the Person(s) owning and operating or directing the operation

of such Website(s).

(p) "Wireless Device" means a mobile telephone or a hybrid handheld wireless device that incorporates the telephony or messaging function of a mobile telephone and that operates on a wireless communications network regulated by the U.S. Federal Communications Commission in accordance with its rules and regulations governing commercial mobile radio services. Wireless Devices do not include, without limitation, toys, or games.

(q) Each other expression used herein, unless herein separately defined, shall have the meaning commonly understood in the music publishing industry.

2. Supply of Compositions

(a) The Compositions listed on Schedule B hereto (hereby incorporated herein by this reference) as of the Effective Date are deemed to be Approved Compositions for purposes of this Agreement. From time to time during the Term, Schedule B may be amended by Publisher in its discretion, in which event Publisher shall provide Licensee with a written copy of such revised Schedule B, and upon Licensee's receipt of such revised Schedule B, the Compositions listed on such revised Schedule B shall be deemed to be Approved Compositions for purposes of this Agreement (and to the extent that any Approved Compositions from an earlier version of Schedule B are not listed on such revised Schedule B, such Compositions shall no longer be deemed to be Approved Compositions for purposes of this Agreement). Publisher will use reasonable efforts to clearly indicate for Licensee any additions, deletions and/or corrections to the list of Compositions set forth in any revised Schedule B that is provided to Licensee.

(b) Following the execution of this Agreement and throughout the Term, Licensee may seek Publisher's approval of Compositions that do not appear on Schedule B for use as Approved Compositions for purposes of the creation and transmission of EMI Tones. In such event, Licensee shall notify Publisher in writing of said requested Compositions. If Publisher agrees to consider the approval of such requested Composition(s), it shall provide written notice thereof to Licensee who shall complete, execute and submit to Publisher two (2) copies of an Addendum in the form set forth in Schedule D, and if Publisher returns to Licensee a counter-executed copy of the Addendum (which Publisher may elect to do in its sole discretion), the Compositions set forth in such Addendum shall be deemed Approved Compositions for purposes of this Agreement and the then-current version of Schedule B shall be deemed amended to include such Approved Compositions.

(c) Publisher reserves the right, in its sole discretion, to refuse to approve any Composition(s) for use as Approved Composition(s). For purposes of example, but without limitation, except as otherwise expressly provided by Publisher, as of the Effective Date and throughout the Term, Compositions written in whole or in part by Tracy Chapman, John Lennon, Jeff Lynne, James Taylor, and Stevie Wonder, and the members of the recording artists known as Aerosmith, Foo Fighters, Nirvana, Red Hot Chili Peppers, Tool, the Mars Volta, A Perfect Circle and Savage Garden, and the Composition "You've Got A Friend" (King) are not, and shall not become, Approved Compositions.

(d) Notwithstanding anything to the contrary contained in this Agreement, Licensee shall remove any EMI Tone(s) from the Network(s) within seven (7) business days after Licensee's receipt of notice from Publisher requesting such removal, and as of the end of such seven (7) business day period, and thereafter throughout the Term, Licensee shall not sell, transmit, or otherwise use or exploit such EMI Tone(s), and shall not permit third parties to do any of the foregoing, for any purpose without Publisher's prior written consent.

3. Grant of Rights

(a) License Grant to Licensee. Subject to the terms and conditions of this Agreement and provided that Licensee has fully complied with such terms and conditions, Publisher hereby grants to Licensee the following non-exclusive, non-transferable limited rights solely during the Term and solely in

the Territory:

(i) Arrangement and Recording. To arrange and record, at Licensee's sole expense, one (1) excerpt of each Approved Composition, comprising up to thirty (30) consecutive seconds of such Approved Composition, for use solely in connection with the creation of an EMI Tone based on such excerpt; provided that (A) each EMI Tone shall only contain elements of one (1) Approved Composition (for purposes of example only, an EMI Tone may not include portions of two (2) or more separate Approved Compositions or portions of an Approved Composition together with portions of any other musical composition); (B) the Approved Composition excerpt used to create an EMI Tone shall be a single, continuous excerpt (for purposes of example only, such excerpt may not comprise the first ten (10) seconds and the last twenty (20) seconds of such Approved Composition); (C) no arrangement created in accordance with this paragraph 3(a)(i) shall change the basic melody or fundamental character of an Approved Composition (other than as necessarily resulting from limiting the excerpt of such Approved Composition to thirty (30) consecutive seconds); and (D) all arrangements created in accordance with this paragraph 3(a)(i) shall be subject to the provisions of paragraph 11 below;

(ii) Creation of Single Template or Server Copy. To create a template or server copy of each EMI Tone, which shall be "uploaded" to and reside on the Server for the sole and exclusive purpose of transmitting or distributing EMI Tones to End-users in accordance with the terms and conditions herein;

(iii) Sell Copies To End-Users. To sell Copies of the EMI Tones, on and through the Network, so that an End-user can purchase a Copy of the EMI Tone such that the EMI Tone may be embedded in his or her Wireless Device (it being understood that temporary, transient, non-permanent copies of the EMI Tones incidental to said transmission may be created on the Network, provided (A) no permanent copies of the EMI Tones are stored or cached on the Network except on the Server or on an End-user's Wireless Device and (B) if a security breach in the Network arises, Licensee shall immediately comply with any Publisher request to block access or remove from the Server any EMI Tone so affected);

(iv) Streaming for Promotional Purposes. For each EMI Tone, and subject to Licensee securing all necessary public performance licenses (as described in paragraph 8 below), to "stream" up to thirty (30) consecutive seconds of such EMI Tone to prospective End-users in the form of a digital audio transmission for the sole purpose of previewing or demonstrating such EMI Tone to facilitate its purchase, sale, or licensing through the Network in accordance with this Agreement; provided that Licensee shall not sell, lease, transmit, offer, or otherwise provide any EMI Tone streamed in accordance with this paragraph 3(a)(iv) (including any Approved Composition incorporated therein) as a downloadable file or in any form that would allow any Person to create, store, or retain a copy of all or part thereof.

(b) Restrictions. Notwithstanding any other provision of this Agreement:

(i) This Agreement does not authorize or permit any use or other exploitation of any Composition by Licensee or any third party, except as expressly authorized herein. If any such use or other exploitation is made or permitted by Licensee, this Agreement shall immediately terminate, and all rights and licenses granted to Licensee hereunder shall automatically terminate.

(ii) No license or other rights are granted herein to Licensee or any third party to use any current or future trademarks, service marks, design marks or trade names of or associated with Publisher (such marks and names, collectively, the "EMI Marks"), for any purpose. Licensee may only use the EMI Marks with the prior written approval of Publisher.

(c) With respect to any Approved Composition of which less than one hundred percent (100%) is controlled by Publisher, prior to exercising any of the rights or licenses granted herein in such Approved Composition or any EMI Tone incorporating such Approved Composition, Licensee shall secure all rights and licenses from all applicable co-publisher(s) necessary to exercise, without violating the intellectual property rights or other rights of such co-publisher(s) or any third party, the rights and licenses granted herein.

(d) Nothing contained herein shall grant Licensee the right to use any particular recording of an Approved Composition.

(e) Without limiting any other provision of this Agreement, with respect to any third party rights that are necessary to be obtained by Licensee in connection with any EMI Tone or any recording or performance incorporated into or used to arrange any EMI Tone, Licensee shall be responsible for obtaining such rights at its sole expense.

4. Territory

The "Territory" covered during the Term shall be the United States, its territories and possessions (including Puerto Rico), and Canada.

5. Term

(a) The "Term" of this Agreement is one (1) year, commencing September 15, 2005, and terminating September 14, 2006.

(b) Notwithstanding the foregoing, EMI may terminate the entire grant of rights contained in this Agreement and/or the grant of rights with respect to a particular Approved Website, at any time for any reason upon thirty (30) days prior written notice to Licensee. Promptly thereafter, Licensee shall furnish Publisher with a written confirmation that it has performed any/all takedowns of EMI Tones from the Server necessary to comply with the applicable termination of rights by Publisher.

(c) If Licensee has failed to fully launch its services for any reason as contemplated upon execution of this Agreement in accordance with the rights granted to Licensee herein, as of November 15, 2005, (i) this Agreement shall immediately terminate and all terms and conditions hereof will be deemed null and void as of such date, (ii) any and all EMI Tones created by Licensee shall remain the sole property of Publisher as of such date, and Licensee shall immediately assign and transfer any and all rights therein to Publisher, (iii) Licensee shall immediately take down all EMI Tones as of such date and all of Licensee's rights in and to EMI Tones shall immediately terminate, and (iv) upon Publisher's written request , all EMI Tones in Licensee's possession or control shall be promptly destroyed by Licensee, and Licensee will deliver an affidavit to Publisher attesting to such destruction.

6. Advance / Royalties

(a) As used herein, "Publisher's Prorata Share" shall mean that proportion of Publisher's ownership of the applicable Composition, as set forth on the Schedule D Addendum.

(b) In consideration of the rights granted hereunder, upon execution of this Agreement Licensee shall pay to Publisher the sum of Ten Thousand Dollars ($10,000.00), as a non-returnable advance, recoupable solely from royalties otherwise payable for each Copy Sold as of the commencement hereof pursuant to this paragraph 6 ("Advance"). Licensee shall pay Publisher a non-returnable, non-recoupable "fixing fee" equal to Publisher's Prorata Share of Twenty-Five Dollars ($25.00) for each Composition copied to the Server.

(c) (i) Pursuant to the terms and conditions of paragraph 7 below, Licensee shall pay Publisher for each Copy Sold a royalty equal to Publisher's Prorata Share of:

(A) TEN (10%) percent of the retail selling price of each Copy Sold, with a minimum royalty for each Copy Sold of TEN ($0.10) Cents with respect to EMI Ringtones; and

(B) TWELVE (12%) percent of the retail selling price of each Copy Sold, with a minimum royalty for each Copy Sold of FIFTEEN ($0.15) Cents with respect to EMI Masterlones;

(ii) In the event a recurring fee is charged an End-user to retain a Copy, said charge shall be deemed a royalty-bearing event. For clarity, Licensee shall pay Publisher the applicable royalty pertaining to any Copy each time a recurring payment is made to retain said Copy (or to access said EMI

Tone embodied therein) on an End-user's Wireless Device. For purposes of calculating the royalty payable, if applicable, the recurring fee shall be deemed to be the original retail selling price and each time the Copy is thereby retained shall be considered a new "Copy Sold" and a royalty shall thereby be payable.

(iii) In the event a Copy is made to time-out on a Wireless Device and one is made to re-download or otherwise re-acquire said EMI Tone for reasons other than technical failure, said event shall be deemed a royalty-bearing event. For clarity, and notwithstanding the previous sentence, Licensee shall pay Publisher the applicable royalty pertaining to each Copy Sold, irrespective of whether the recipient had previously acquired the same EMI Tone embodied in such Copy Sold.

(iv) In the event a Copy is offered in a form other than individually (e.g., said EMI Tone is made available as part of a bundle or package of wireless content applications, the royalty due in connection with such Copy shall be Publisher's Pro Rata Share of the greater of: (A) TEN (10%) percent of a fraction whose numerator equals the bundle's sale price and whose denominator equals the number of royalty-bearing content applications, or (B) the minimum royalty for each Copy Sold set forth paragraph 6(c)(i) above. By way of example, if Licensee charges $10 for a bundle of eight (8) royalty-bearing content applications (one of which is a Copy), then the royalty applicable to said Copy shall be Publisher's Prorata Share of $0.125, i.e., 10% of ($10 ÷ 8).

(v) In the event a recurring transmission fee, in addition to the original EMI Tone purchase fee, is charged to an End-user each time an End-user hears the EMI Tone (e.g., a Ten Cent ($0.10) recurring transmission fee is charged to an End-user each time he/she hears an EMI Tone), Licensee shall pay Publisher for each such Copy Publisher's Prorata Share of Ten percent (10%) of such transmission fee, in addition to the Royalty otherwise set forth in this paragraph 6.

(d) In the event an Approved Composition is controlled less than one hundred (100%) percent by Publisher or if the Songwriter Agreements require direct payments to certain third parties, upon Publisher's request, Licensee shall make direct payments to such applicable co-publishers or other third parties.

(e) In the event Licensee agrees to (or has agreed to) pay to a co-publisher of an Approved Composition, a publisher of any musical composition or a licensor of any sound recording embodying an Approved Composition used in any Ringtone or Mastertone, compensation or consideration in excess of the compensation or consideration to be paid to Publisher hereunder (collectively, "Excess Compensation"), then effective as of the date of such agreement, Licensee shall immediately pay to Publisher an amount equal to such Excess Compensation and this Agreement shall be deemed amended effective as of the date of such agreement to include such more favorable compensation provision. In the event the Approved Composition is not entirely controlled by Publisher, the Excess Compensation shall be based upon and shall reflect Publisher's Pro Rata Share. Upon request, Licensee shall supply to Publisher copies of all agreements between Licensee and third party licensors by which rights are granted for the use of any sound recording or musical compositions (including Approved Compositions) in Ringtones and/or in Mastertones.

7. Accounting

(a) Together with the payment of all applicable sums due Publisher pursuant to paragraph 6 above, Licensee shall render Publisher accounting statements on a quarterly basis, (which shall be provided electronically, along with a hard paper copy), indicating, on a country-by-country, EMI Tone-by-EMI Tone (including the title, writers' name(s), and applicable Publisher-supplied EMI song code for each Approved Composition), and Approved Website-by-Approved Website basis, the number of Copies Sold or otherwise distributed and/or digitally delivered in each country of the Territory, within forty-five (45) days following the last day of each calendar quarter during which such rights are granted herein, whether or not Licensee sold or otherwise distributed Copies within such quarterly period. In addition, the accounting statement shall indicate, with respect to each Copy Sold, the retail selling price therefor, whether said Copy Sold was the result of a first-time transmission or a repeat transmission/recurring charge, and any other information necessary to determine how the applicable royalty for each Copy Sold was calculated.

(b) In addition to providing quarterly accounting statements, Licensee shall, within ninety (90) days of the Effective Date, provide Publisher, upon request, with online, real-time access to the Server in order to permit the accurate identification, tracking and verification of copies of all EMI Tones, and any other data item to be enumerated on accounting statements pursuant to subparagraph (a) above.

(c) Licensee agrees to keep and maintain true and accurate records and books of account in connection with the sale of Copies and all transactions related thereto or otherwise contemplated under this Agreement, and shall retain all such records and books for a period of not less than four (4) years following the termination of this Agreement. Publisher, by its designated representative, shall have the right, upon reasonable written notice, and during normal office hours, to examine the books and records of Licensee, at Licensee's regular place of business where the books and records are maintained, as the same pertain to the subject matter of this Agreement and to make copies and extracts thereof. Licensee shall cooperate with Publisher's representative to assist them in understanding all such material. If, as a result of any audit, it is determined that Licensee has understated the royalties due to Publisher, Licensee shall immediately pay to Publisher the amount of such underpayment. If, as a result of any audit, it is determined that Licensee has understated the royalties due to Publisher by ten (10%) percent or more, Licensee shall pay to Publisher the amount by which royalties have been understated and shall reimburse Publisher for the cost of the audit.

(d) All checks shall be in United States Dollars, shall be made payable to EMI Music Publishing and unless Publisher notifies otherwise, shall be sent to the address indicated in paragraph 15 below. All accountings and payments must be received by Publisher on the date such payment and statement are due, according to the terms of this Agreement, time being of the essence hereof. No payments shall be diminished or reduced in any manner for any reason, including without limitation, any withholdings, currency restrictions, exchanges or taxes. Upon written request, Publisher shall provide Licensee with a current W-9 form for each music publishing catalog receiving payment.

(e) It is understood and agreed that there shall be no "free" or "bonus goods" of the EMI Tones, as such term is understood in the industry, i.e., all Copies Sold, distributed, transmitted, or delivered, regardless of price, shall bear a full royalty hereunder.

(f) Without limiting Publisher's rights and remedies hereunder, at law or in equity: (i) past-due payments are subject to and to be accompanied by payment of interest thereon at the prime rate as established on the due date by The Bank of New York plus two (2%) percent compounded daily and computed from the date(s) upon which each such payment(s) first became due until the date(s) upon which each such payment(s) is remitted to Publisher; and (ii) Licensee shall reimburse Publisher, within five (5) days from receipt of its invoice, for Publisher's reasonable attorney's fees and costs arising out of the occurrence of any Default Event (as defined in paragraph 14), including, without limitation, any failure by Licensee timely to render statements and account to Publisher with respect to royalties which accrue to Publisher in connection with Licensee's exploitation of its rights pursuant to the applicable provisions hereof.

8. <u>No Performance Right Grant</u>

(a) No right of public performance is granted under this Agreement, such right being licensed by the American Society of Composers, Authors and Publishers ("ASCAP"), Broadcast Music Inc. ("BMI"), and the Society of European Stage Authors and Composers ("SESAC") in and for the United States, and the Society of Composers, Authors and Music Publishers ("SOCAN") in and for Canada, as applicable.

(b) Any public performance of an Approved Composition as embodied in an EMI Tone, including without limitation pursuant to paragraph 3(a)(iv) above, not otherwise licensed by ASCAP and/or BMI and SOCAN, as applicable, shall be licensed by Licensee from Publisher or from Publisher's authorized agent. If said license is to be secured from Publisher, Publisher agrees to negotiate in good faith and the issuance of such license shall be in accordance with the customary industry practices and fees. Irrespective of the foregoing, it is understood that clearance by performance rights societies in such portion of the Territory as is outside of the United States will be in accordance with their customary

practices and the payment of their customary fees.

9. Restrictions and Reservations of Rights

(a) This Agreement does not authorize or permit any use of a Composition not expressly set forth herein and does not include the right to alter the fundamental character of the music of an Composition, and, specifically, the terms of this Agreement are limited to the use of each Approved Composition only as originally fixed in the EMI Tone. Publisher reserves all rights not expressly granted to Licensee hereunder. All rights granted hereunder are granted on a non-exclusive basis.

(b) No Composition may be used in a dramatic fashion, as such term is understood in the industry, or in any manner which could be considered in bad taste or offensive; i.e. each Approved Composition shall be used with regard to social convention and decency so as not to bring such Composition, the composers thereof, or Publisher into public disrepute or reflect adversely on the Composition, the composers thereof, or Publisher. No individual Composition may be used in connection with any product, any service, or in the branding, marketing, advertising or promotion of any product, service or event.

(c) Without limiting the force and effect of the foregoing, and without intending to provide an exhaustive list of prohibitive acts, this Agreement does not include the rights to: (i) rent or lease an EMI Tone; (ii) sell or otherwise distribute EMI Tones except for the personal use of individual Wireless Device owners; (iii) parody the music or lyrics of an Approved Composition; (iv) make, sell or distribute phonorecords of an Approved Composition; (v) utilize a sound recording and/or audiovisual master(s) not owned or separately licensed by Licensee; (vi) synchronize (or authorize others to synchronize) any Approved Compositions with visual images or events or include any Approved Composition in any audio-visual work, including without limitation in commercials or games; (vii) use the title of an Approved Composition except for factual and/or descriptive purposes for identifying the EMI Tones available to for purchase; (viii) use any Composition that is not a Approved Composition in any way; or (ix) use an Approved Composition on any broadcast/cablecast or on-line services (whether viewable in real time or downloadable) not specifically enumerated in this Agreement, or on any interactive program, platform, media or storage device, or any promotional use not specifically enumerated herein. Any occurrence of the above-noted items by Licensee or authorized by Licensee shall render all aspects of the Agreement immediately null and void and this Agreement shall terminate.

(d) Except for listing on the Network the composers' names for factual and/or descriptive purposes for identifying the EMI Tones available for purchase, no right whatsoever is being granted hereunder to use or authorize other Persons to use the names (including any professional names, previously, now or hereafter used), facsimile signatures, voices, likenesses or biographical material of, concerning, or regarding any of the composers of a Composition for any purpose whatsoever, including, without limitation, for purposes of exploitation of an EMI Tone on the Network. In no event shall a name of a composer of a Composition be featured more or less prominently than any other composer's name.

10. Warranties and Representations/Indemnity

(a) Publisher warrants only that it has the legal right, power and authority to grant this license and this license is given and accepted without any other warranty or recourse. Publisher hereby agrees to indemnify and hold harmless Licensee and its respective officers, directors, agents, and employees (hereinafter, the "Indemnitees") from and against any and all liabilities, damages, costs, charges, recoveries, judgments, penalties, expenses or losses of whatsoever kind or nature, actually incurred by the Indemnitees (including reasonable attorneys' fees and disbursements) which may be obtained against, imposed upon or suffered by the Indemnitees or any of them, by reason of any breach by Publisher of any of its warranties or representations hereunder. In no event shall the total liability of Publisher in connection with the rights granted for each Approved Composition licensed hereunder exceed the consideration received by Publisher in connection with the licensing of said Approved Composition. Licensee will give Publisher prompt notice of any claim and Publisher will have the right to assume the

defense thereof at Publisher's expense.

(b) Licensee represents and warrants that:

(i) there are no actions, suits, proceedings, agreements or other impediments, actual or threatened, which would prevent or impair it from performing its duties and obligations hereunder; and

(ii) it is fully empowered to enter into this Agreement and to perform its duties and obligations hereunder, that it is and shall at all times remain possessed of all rights necessary for it to completely fulfill all of its material obligations hereunder, and that its entering into this Agreement and fulfilling such obligations (including but not limited to maintenance of the Network) does not and shall not infringe upon the rights of any Person whatsoever.

(c) Licensee further represents and warrants that it shall obtain or secure (and maintain during the Term) all necessary and required licenses concerning:

(i) intellectual properties furnished or selected by Licensee and contained in any materials used in connection with the marketing, sale or distribution of Ringtones as authorized hereunder, including without limitation name and likeness rights, and that said materials shall not violate or infringe upon the rights of any third party, including without limitation intellectual property rights and/or rights of privacy and publicity; and

(ii) intellectual properties furnished or selected by Licensee and contained in an EMI Tone not licensed hereunder including that portion of the music publishing rights in and to each Approved Composition not controlled by Publisher; and that said materials shall not violate or infringe upon the rights of any third party, including without limitation intellectual property rights and/or rights of privacy and publicity.

(d) Licensee agrees to fully indemnify Publisher and hold Publisher (and its officers, directors, and employees) harmless of and from any and all liabilities, claims, causes of actions, damages, interest, charges, recoveries, judgments, penalties, expenses or losses of whatsoever kind of nature, (including without limitation, legal expenses and counsel fees and disbursements) of any kind whatsoever which may be occasioned, suffered or incurred by Publisher, either directly or indirectly, in whole or in part, resulting from or in connection with any breach or threatened breach by Licensee of any of the terms, covenants, representations and warranties contained herein, and/or any claim by any Person inconsistent with any of the representations, warranties and covenants hereunder. In addition, Licensee will reimburse Publisher on demand for any payment made at any time after the date hereof for any liability or claim to which this clause relates that has resulted in a judgment against Publisher or which has been settled with the written consent of Licensee (which consent shall not unreasonably be withheld). Publisher will give Licensee prompt notice of any claim and Licensee will have the right to assume the defense thereof at Licensee's expense.

11. Arrangements/Copies

Any arrangement(s) which Licensee shall cause to be made of an Approved Composition in the creation of an EMI Tone shall be made at Licensee's own expense and shall be created only as the result of employment-for-hire and such arrangement shall be "Work Made For Hire" for Publisher, as such term is used in the United States Copyright Law. Licensee hereby sells, assigns and transfers any such arrangement(s) and all right title and interest in and to each such arrangement to Publisher and the worldwide copyright and renewals and extensions of copyright therein. Licensee warrants and represents that all Persons rendering services in connection with the creation of EMI Tones shall have executed, prior to the commencement of creation of any EMI Tone to which such Persons have contributed, written agreement(s), in full compliance with the laws of the United States and other countries, stating that those EMI Tones and any arrangements on which such EMI Tones are based, are considered a work made for hire for Publisher and irrevocably assigning all such Person's rights throughout the Territory in perpetuity.

including without limitation copyrights, in those EMI Tones and other materials to Publisher. Upon Publisher's request, Licensee will cause to be executed and delivered to Publisher all assignments and transfers of ownership of copyright (including without limitation all copyright registrations and applications, and all renewals and extensions thereof) in the EMI Tones and any arrangements on which such EMI Tones are based, and any other documents as Publisher may deem necessary or appropriate to vest in Publisher the rights granted to Publisher in this Agreement. Neither Licensee nor any arranger shall be entitled to authorship credit or status as a collaborator or any remuneration by way of royalty or otherwise from the authors of such Approved Composition or from Publisher or any of Publisher's designated agents. No arrangement shall change the basic melody of any Approved Composition.

(b) Licensee shall enable Publisher freely and without charge or expense to receive EMI Tones to ensure Licensee's adherence with and to the terms and conditions of this Agreement. Any such receipt by Publisher will not constitute a Copy and will not be deemed a royalty-bearing event.

12. Ownership

Except as expressly permitted in this Agreement, Licensee shall not at any time, directly or indirectly, license, transfer, assign, sell or otherwise dispose of, pledge, mortgage or in any way encumber any Composition or any interest of any kind therein, and/or any right or license granted hereunder and any such purported license, transfer, assignment, sale, disposal, pledge, mortgage or encumbrance shall be void and of no effect.

13. No Partnership

Nothing herein contained shall create any association, partnership, joint venture or relationship of principal and agent between the parties hereto; it being understood that the parties hereto are, with respect to each other, independent contractors, and neither party shall have any authority to bind the other or the other's representatives in any way and shall not hold itself out to any Person as having authority.

14. Event of Default/Cure

(a) As used herein, the term "Event of Default" shall mean any of the following events: (i) Licensee's failure or inability to fulfill any of its material obligations hereunder for any reason; (ii) Licensee's dissolution or the liquidation of any substantial portion of its assets; (iii) the filing by or against Licensee of a petition for liquidation or reorganization or the commencement of an action against it under any applicable bankruptcy or insolvency legislation as now or hereafter in effect or under any similar statute relating to liquidation or reorganization or Licensee's consenting to any of the foregoing; (iv) the appointment of a trustee, receiver, custodian or similar appointee for Licensee for any of its property or Licensee consenting to any such appointment; (v) Licensee's making of an assignment for the benefit of creditors; (vi) Licensee becoming insolvent; (vii) Licensee's failure to pay, or admission in writing of its inability to pay, its debts as they come due; (viii) Licensee's receipt of a "going concern" notification or similar qualification; (ix) a reduction of ten percent (10%) or more in Licensee's workforce; (x) Licensee's report of a quarterly loss for four (4) consecutive quarters; or (xi) any action by Licensee which jeopardizes any material right or remedy of Publisher hereunder. In the event that any of the matters described in this paragraph 14(a) occurs, Licensee shall provide prompt written notice thereof to Publisher.

(b) Without limiting or affecting the rights or remedies which Publisher may have under this Agreement or at law or equity, with respect to Licensee's obligations under this Agreement, it is agreed that if an Event of Default occurs or in the event of a breach on the part of Licensee, Publisher may notify Licensee in writing of such default or breach and Licensee shall have ten (10) business days from receipt of such notice in which to cure such Event of Default or breach. If such breach or Event of Default is not curable or is not cured within said ten (10) business day period, this Agreement shall automatically terminate and Licensee shall be deemed to have automatically and irrevocably assigned and transferred to Publisher, without further consideration, all right, title and interest in and to all EMI Tones (including the master recordings created by Licensee not otherwise owned by co-publishers or record companies), to the extent that such rights and interests have not already been assigned to or vested in Publisher; provided,

however, that with respect to any breach or default concerning the payment of any monies whatsoever, this Agreement shall automatically terminate and the aforesaid assignment and vesting shall occur if such particular breach is not remedied within five (5) business days from the date of the notice. Publisher, in the event of any automatic termination under this paragraph and without prejudice to any other rights and remedies, shall have rights and remedies for copyright infringement, including injunctive relief.

(c) The termination of this Agreement pursuant to this paragraph shall render the further exploitation of an EMI Tone actionable as an act of copyright infringement fully subject to the remedies provided by the Copyright Act, Title 17, of the United States Code, together with other legal and equitable remedies available to Publisher.

15. Notices

Any and all notices, consents, approvals, demands, other communications and payments hereunder shall be hand delivered or sent by certified mail, return receipt requested, at the address below (or at such other address hereafter designated by either party in writing) as follows:

To Publisher: EMI Music Publishing
810 Seventh Avenue
New York, New York 10019
Attention: Yolanda Blum

To Licensee: As set forth in the heading of this Agreement,
Attention: Wilfredo Hernandez, Vice President.

Any notice shall be deemed complete when the same (containing whatever information may be required hereunder) is deposited in any mail box properly addressed and sent as aforesaid, except that: (a) all materials personally delivered shall be deemed served when actually received by the party to whom addressed; (b) air express materials shall be deemed served on the day of delivery to the air express company; (c) notices of change of address shall be effective only from the date of receipt; and (d) royalty statements may be sent by regular mail and shall be deemed rendered when actually received by Publisher.

16. Governing Law

This Agreement has been entered into and delivered in the State of New York and the validity, interpretation and legal effect of this Agreement shall be governed by and construed in accordance with the internal laws of the State of New York applicable to contracts entered into and performed entirely within the State of New York. Only the New York courts (state and federal) will have jurisdiction over any controversies regarding this Agreement, and the transactions contemplated by this Agreement; any action or other proceeding which involves such a controversy will be brought in those courts, in New York County, and not elsewhere. Licensee hereby irrevocably submits to the jurisdiction of the New York courts (state and federal) in any such action or proceeding and irrevocably waives any right to contest the jurisdiction (in rem or in personam) or power or decision of that court within or without the United States other than appropriate appellate courts having jurisdiction over appeals from such court(s). Licensee also irrevocably waives any defense of inconvenient forum to the maintenance of any such action or proceeding. Any process in any action or proceeding may, among other methods, be served upon Licensee by delivering or mailing it in accordance with paragraph 15. Any such delivery or mail service shall be deemed to have the same force and effect as personal service within the State of New York.

17. Assignment; Change of Control

This Agreement, and the rights, opportunities and obligations created pursuant to this Agreement, are not assignable or transferable in any manner by Licensee, nor shall Licensee sublicense or delegate any of its rights or obligations without the prior written consent of Publisher, not to be unreasonably withheld. EMI may assign this Agreement and any of its rights hereunder in whole or in part to any Person

which controls, which is controlled by, or which is under common control with, EMI and/or each such Publisher or which is in partnership with EMI and/or each such Publisher; and/or to any parent, affiliated or subsidiary company or corporation, or to a Person owning, or acquiring, all or a substantial part of EMI and/or each such Publisher's stock and/or assets or with whom EMI and/or each such Publisher may merge or be merged, in which case Licensee shall not be released from its obligations hereunder.

18. Confidentiality; Publicity

Licensee and EMI agree that all information with respect to this Agreement, whether furnished by EMI to Licensee or otherwise acquired by Licensee in the course of business with EMI, shall be kept confidential. Such information shall not be disclosed at any time to any Person except to the extent required by an order of a court or other tribunal having jurisdiction or pursuant to rules and regulations of a governmental body. Notwithstanding the foregoing, the parties acknowledge and agree that in certain situations, such as where copublishers of an Approved Composition, publishers of other compositions and/or master owners require a favored nations provision, the information contained in this Agreement may have to be divulged with respect to monies payable and rights granted. Licensee and EMI may not use the other party's name in news releases, articles, brochures and marketing and/or promotional materials, without the other party's prior written approval.

19. Entire Agreement

(a) This Agreement sets forth the entire understanding between the parties hereto with respect to the subject matter hereof, and merges and extinguishes all prior understandings, negotiations, and agreements. No amendment to or modification, waiver, termination, or discharge of this Agreement or of any provision hereof shall be binding unless confirmed by a written instrument duly executed by the party to be charged therewith. Any process in any action, suit, or proceeding arising out of or relating to this Agreement may, among other methods, be served upon the applicable party by delivering it or mailing it in accordance with paragraph 15 above. No waiver of any provision of or default under this Agreement shall affect the right of either party thereafter to enforce such provision or to exercise any right or remedy in the event of any other default, whether or not similar.

(b) If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not essential to the intended operation of this Agreement.

20. Miscellaneous

This Agreement shall apply for the Term hereof only, and shall not be binding upon or prejudicial to any position taken by Publisher or Licensee for any period subsequent to the Term of this Agreement. The captions of paragraphs contained in this Agreement are for reference only and are not to be construed in any way as a part of the Agreement. This Agreement shall not become effective until executed by all proposed parties hereto.

IN WITNESS WHEREOF, the parties have caused the foregoing to be executed as of the date first above written.

EMI Music Publishing

By: _____
Publisher

Up-Mobile Corporation

By: _____
Licensee

SCHEDULE A

(List of Publishing Catalogs)

AVON GATE MUSIC INC. (BMI)
BARHAM BOULEVARD MUSIC, INC. (BMI)
BEECHWOOD MUSIC CORP. (BMI)
BURBANK PLAZA MUSIC, INC. (ASCAP)
CARWIN MUSIC INC. (ASCAP)
COLGEMS-EMI MUSIC INC. (ASCAP)
COMBINE MUSIC CORP. (BMI)
EMI AFFILIATED CATALOG INC. (BMI)
EMI AL GALLICO MUSIC CORP. (BMI)
EMI ALGEE MUSIC CORP. (BMI)
EMI APRIL MUSIC INC. (ASCAP)
EMI BELFAST MUSIC, INC. (BMI)
EMI BMPC CORP. (ASCAP)
EMI BLACKWOOD MUSIC INC. (BMI)
EMI BRILLIG MUSIC, INC. (ASCAP)
EMI DUCE MUSIC, INC. (ASCAP)
EMI EASY LISTENING MUSIC CORP. (ASCAP)
EMI FEIST CATALOG INC. (ASCAP)
EMI FULL KEEL MUSIC (ASCAP)
EMI GOLD HORIZON MUSIC CORP. (BMI)
EMI GOLDEN TORCH MUSIC CORP. (ASCAP)
EMI GROVE PARK MUSIC, INC. (BMI)
EMI HASTINGS CATALOG INC. (BMI)
EMI INTERTRAX MUSIC INC. (BMI)
EMI JEMAXAL MUSIC INC. (ASCAP)
EMI LONGITUDE MUSIC (BMI)
EMI MILLER CATALOG INC. (ASCAP)
EMI MILLS MUSIC, INC. (ASCAP)
EMI MOGULL, INC. (ASCAP)
EMI NORBUD MUSIC, INC. (BMI)
EMI NTM HOLDINGS, INC. (ASCAP)
EMI PST HOLDINGS, INC. (ASCAP)
EMI ROBBINS CATALOG INC. (ASCAP)
EMI SOSAHA MUSIC INC. (BMI)
EMI SLITHY SONGS, INC. (BMI)
EMI TSM HOLDINGS, INC. (BMI)
EMI U CATALOG INC. (ASCAP)
EMI UNART CATALOG INC. (BMI)
EMI VARIETY CATALOG INC. (ASCAP)
EMI VINE MUSIC, INC. (BMI)
EMI VIRGIN MUSIC, INC. (ASCAP)
EMI VIRGIN SONGS, INC. (BMI)
EMI WATERFORD MUSIC, INC. (ASCAP)
EMI WORLDTRAX MUSIC INC. (ASCAP)
FORAY MUSIC (SESAC)
GLENWOOD MUSIC CORP. (ASCAP)
JOBETE MUSIC CO., INC. (ASCAP)
NEW TANDEM MUSIC, INC. (ASCAP)
SCREEN GEMS-EMI MUSIC INC. (BMI)
STONE DIAMOND MUSIC CORPORATION (BMI)
TRIPLE STAR MUSIC, INC. (BMI)

SCHEDULE C

(pursuant to paragraph 1(o))

ADDENDUM OF RIGHTS

ADDENDUM to the Agreement dated as of August 29, 2005, by and between EMI Music Publishing and Up-Mobile Corporation (the "Agreement"). Upon the full execution of this Addendum by the parties hereto, the following additional Website(s) is/are deemed Approved Website(s), and thus part of the Network, effective as of the date set forth below:

1. The URL(s) of the Website(s) proposed for approval pursuant to this Addendum, and the date on which EMI Tones first shall be marketed thereon, is/are:

http://www._____.com Date: _____

2. All terms not defined herein shall have the same meaning given them in the Agreement. Except as expressly or by necessary implication modified hereby, the terms and conditions of the Agreement remain in full force and effect, and are hereby ratified and affirmed without limitation or exception.

IN WITNESS WHEREOF, the parties have caused the foregoing ADDENDUM to be executed as of this _____ day of _____, 200_.

EMI Music Publishing

By: _____
Publisher

Up-Mobile Corporation

By: _____
Licensee

SCHEDULE D

(pursuant to paragraph 2(b))

ADDENDUM OF RIGHTS

ADDENDUM to the Agreement dated as of August 29, 2005, by and between EMI Music Publishing and Up-Mobile Corporation (the "Agreement"). Upon the full execution of this Addendum by the parties hereto, the following listed Composition(s) are deemed Approved Composition(s) under the Agreement, effective as of the date set forth below:

1. The Composition(s) subject to this Addendum is/are:

["TITLE"] composed by ["WRITER(S)" (%)].

2. The Territory shall be as per the Agreement, [excluding, in the case of the Composition entitled _____, the country(ies) of _____.]

3. All terms not defined herein shall have the same meaning given them in the Agreement. Except as expressly or by necessary implication modified hereby, the terms and conditions of the Agreement remain in full force and effect, and are hereby ratified and affirmed without limitation or exception.

IN WITNESS WHEREOF, the parties have caused the foregoing ADDENDUM to be executed as of this _____ day of _____, 200_.

EMI Music Publishing

By: _____
Publisher

Up-Mobile Corporation

By: _____
Licensee

By_____
Publisher
Fed.I.D. #
Signed by EMI Music Publishing, 10/11/2005
Input by Kizzy Cox, 10/11/2005

Up-Mobile Corp.

By_____
Licensee
Signed by Up-Mobile Corp., 10/11/2005
Input by Kizzy Cox, 10/11/2005

Mastertone License

THIS AGREEMENT (the "Agreement") is made as of September 1, 2005 ("Effective Date"), by and between The Orchard Enterprises, Inc. 100 Park Avenue, 17th Floor, New York, NY 10017 ("Licensee"), and EMI Music Publishing, 810 Seventh Avenue, New York, New York 10019 ("EMI", "Publisher"). All capitalized terms in this Agreement are defined in paragraph 1 below, unless otherwise indicated.

WHEREAS, EMI is actively engaged in the business of music publishing and controls the music publishing rights to certain Compositions which are contained in the music publishing catalogs listed on Schedule A, attached hereto and made a part hereof;

WHEREAS, Licensee is an aggregator of content and seeks obtain clearances to certain Compositions for which it has master rights; and

WHEREAS, Licensee desires to obtain and Publisher desires to grant a license to arrange and record one or more Approved Composition(s) for the sole purpose of creating EMI Mastertones that may be distributed as EMI Tones whereby an End-user can receive a copy of the EMI Tone into a Wireless Device ("Service"), solely in the manner provided herein and in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. Definitions

As used in this Agreement, the following terms will have the meanings set forth below:

(a) "Composition" means a musical composition which is owned and/or controlled in whole or in part by Publisher, and which is made available, in Publisher's discretion and subject to Publisher's written approval, to Licensee subject to the terms and conditions set forth in this Agreement and subject to any restrictions imposed by Publisher or by any Songwriter Agreements; provided that with respect to any Composition which is or may be owned or controlled by Publisher only in part, the term "Composition" shall refer only to that portion of the musical composition owned or controlled by Publisher. "Approved Composition" means a Composition which, pursuant to paragraph 2 below, has been approved by Publisher as an Approved Composition available for use by Licensee in accordance with the terms and conditions of this Agreement.

(b) "Copy," means a digital transmission(s) or electronic distribution(s) of a single Approved Composition contained in an EMI Tone to an End-user.

(c) "Copies Sold" and "sales" mean one hundred (100%) percent of those Copies digitally transmitted or otherwise electronically distributed to End-users (including without limitation to an End-user's Wireless Device).

(d) "Dollars" and "Cents" mean United States Dollars and Cents.

(e) "EMI Mastertone" means a Mastertone that features the digital transmission of an Approved Composition, the length of which shall not exceed thirty (30) consecutive seconds, solely in connection with Service and in accordance with the terms and conditions of this Agreement. For the purpose of this Agreement, EMI Mastertones shall be referred to as "EMI Tones".

(f) "End-user" means a Wireless Device owner, user, or customer who legally procures from Licensee the sale or distribution of an EMI Tone, for that period of time only during which such transmission right has been legally procured.

(g) "Mastertone" means any data that resides or is stored in (whether temporarily or permanently), or which is transmitted to, a Wireless Device, which data causes a master sound recording of the Composition or vocal and/or human instrumental performances to be reproduced, performed, and/or played for purposes of announcing an incoming call, message, or other event or occurrence on such Wireless Device in an audio format (i.e., not audiovisual). For the avoidance of doubt, "Mastertone" shall not include (and this Agreement shall not be deemed to grant Licensee any rights to use Compositions in or as), inter alia, a monophonic and/or polyphonic ringtone, ringback tone or so-called enhanced ringtones (e.g., ringtones that include any visual element).

(h) "Network" means the Approved Website(s) on which EMI Tones will be made available to End-users, as served from and through the Server, via a range of service channels including Internet, cable, satellite, web, WAP, SMS, or cellular transmission, which service channels (including any "partners", sublicensees or other third parties offering products or services in connection with Licensee's Network or, Approved Websites. Publisher hereby deems as approved Network channels the entities listed on Schedule E attached hereto (the companies located within the Territory as defined herein). Licensee at all times shall institute security measures with respect to all aspects of its Network(s) that: (i) prevent any EMI Tones or any underlying Approved Composition from being copied, played, distributed, transmitted, performed, used or exploited, in whole or in part, in any format or by any means other than in the format and by the means permitted by Publisher hereunder; (ii) prevent unauthorized reproduction and distribution of all EMI Tones and any underlying Approved Compositions; (iii) are sufficient, as determined by Publisher, to track and enforce the use limitations and other restrictions described in this Agreement; and (iv) meet or exceed current industry standards as they exist from time to time for the licensed delivery of music via digital transmission (including, without limitation, anti-virus, firewall, password, and anti-hacking protections).

(i) "Person" means any individual, corporation, partnership, association or other organized group or combination of any or all of the foregoing, and their legal successors or representatives.

(j) "Server" means Licensee's proprietary Internet server which shall be located within the Territory, on which templates of the EMI Tones licensed hereunder will exclusively reside, and from which the EMI Tones will be digitally transmitted or distributed to End-users through the Network. For purposes of clarification, no EMI Tone shall be offered for sale through an Approved Website and permanently stored in an End-user's Wireless Device without first being transmitted from and through the Server.

(k) "Songwriter Agreement(s)" shall mean those agreements pursuant to which Publisher has acquired rights with respect to any Composition.

(l) "Term" has the meaning set forth in paragraph 5(a) below.

(m) "Territory" has the meaning set forth in paragraph 4 below.

(n) "Website" means a collection of interconnected hypertext markup language documents accessible at a single Universal Resource Locator ("URL") via the World Wide Web, owned and operated by the same Person or at the sole direction of such Person. "Approved Website(s)" means the Website(s) from which Licensee intends to advertise and market the sale of EMI Tones . In the event Licensee desires an additional Website to become an Approved Website, Licensee shall complete, execute and submit to Publisher two (2) copies of an Addendum in the form set forth in Schedule C, and if Publisher returns to Licensee a counter-executed copy of the Addendum (which Publisher may elect to do in its sole discretion), said Website shall be deemed an Approved Website. Licensee shall reasonably cooperate with respect to Publisher's further inquiries concerning any additional Website(s) proposed by Licensee, including without limitation, the nature of business conducted on said Website(s) and by the Person(s) owning and operating or directing the operation of such Website(s), and the accounting and reporting

procedures in place between Licensee and the Person(s) owning and operating or directing the operation of such Website(s).

(o) "Wireless Device" means a mobile telephone or a hybrid handheld wireless device that incorporates the telephony or messaging function of a mobile telephone and that operates on a wireless communications network regulated by the U.S. Federal Communications Commission in accordance with its rules and regulations governing commercial mobile radio services. Wireless Devices do not include, without limitation, toys, or games.

(p) Each other expression used herein, unless herein separately defined, shall have the meaning commonly understood in the music publishing industry.

2. Supply of Compositions

(a) The Compositions listed on Schedule B hereto (hereby incorporated herein by this reference) as of the Effective Date are deemed to be Approved Compositions for purposes of this Agreement. From time to time during the Term, Schedule B may be amended by Publisher in its discretion, in which event Publisher shall provide Licensee with a written copy of such revised Schedule B, and upon Licensee's receipt of such revised Schedule B, the Compositions listed on such revised Schedule B shall be deemed to be Approved Compositions for purposes of this Agreement (and to the extent that any Approved Compositions from an earlier version of Schedule B are not listed on such revised Schedule B, such Compositions shall no longer be deemed to be Approved Compositions for purposes of this Agreement). Publisher will use reasonable efforts to clearly indicate for Licensee any additions, deletions and/or corrections to the list of Compositions set forth in any revised Schedule B that is provided to Licensee. Publisher agrees to deliver to Licensee no less than fifty (50) Approved Compositions during the Term.

(b) Following the execution of this Agreement and throughout the Term, Licensee may seek Publisher's approval of Compositions that do not appear on Schedule B for use as Approved Compositions for purposes of the creation and transmission of EMI Tones. In such event, Licensee shall notify Publisher in writing of said requested Compositions. If Publisher agrees to consider the approval of such requested Composition(s), it shall provide written notice thereof to Licensee who shall complete, execute and submit to Publisher two (2) copies of an Addendum in the form set forth in Schedule D, and if Publisher returns to Licensee a counter-executed copy of the Addendum (which Publisher may elect to do in its sole discretion), the Compositions set forth in such Addendum shall be deemed Approved Compositions for purposes of this Agreement and the then-current version of Schedule B shall be deemed amended to include such Approved Compositions.

(c) Publisher reserves the right, in its sole discretion, to refuse to approve any Composition(s) for use as Approved Composition(s). For purposes of example, but without limitation, except as otherwise expressly provided by Publisher, as of the Effective Date and throughout the Term, Compositions written in whole or in part by Tracy Chapman, John Lennon, Jeff Lynne, James Taylor, and Stevie Wonder, and the members of the recording artists known as Aerosmith, Foo Fighters, Nirvana, Red Hot Chili Peppers, Tool, the Mars Volta, A Perfect Circle and Savage Garden, and the Composition "You've Got A Friend" (King) are not, and shall not become, Approved Compositions.

(d) Notwithstanding anything to the contrary contained in this Agreement, Licensee shall remove any EMI Tone(s) from the Network(s) within seven (7) business days after Licensee's receipt of notice from Publisher requesting such removal, and as of the end of such seven (7) business day period, and thereafter throughout the Term, Licensee shall not sell, transmit, or otherwise use or exploit such EMI Tone(s), and shall not permit third parties to do any of the foregoing, for any purpose without Publisher's prior written consent.

3. Grant of Rights

(a) License Grant to Licensee. Subject to the terms and conditions of this Agreement and provided that Licensee has fully complied with such terms and conditions, Publisher hereby grants to Licensee the following non-exclusive, non-transferable limited rights solely during the Term and solely in the Territory:

(i) Arrangement and Recording. To arrange and record, at Licensee's sole expense, one (1) excerpt of each Approved Composition, comprising up to thirty (30) consecutive seconds of such Approved Composition, for use solely in connection with the creation of an EMI Tone based on such excerpt; provided that (A) each EMI Tone shall only contain elements of one (1) Approved Composition (for purposes of example only, an EMI Tone may not include portions of two (2) or more separate Approved Compositions or portions of an Approved Composition together with portions of any other musical composition); (B) the Approved Composition excerpt used to create an EMI Tone shall be a single, continuous excerpt (for purposes of example only, such excerpt may not comprise the first ten (10) seconds and the last twenty (20) seconds of such Approved Composition); (C) no arrangement created in accordance with this paragraph 3(a)(i) shall change the basic melody or fundamental character of an Approved Composition (other than as necessarily resulting from limiting the excerpt of such Approved Composition to thirty (30) consecutive seconds); and (D) all arrangements created in accordance with this paragraph 3(a)(i) shall be subject to the provisions of paragraph 11 below;

(ii) Creation of Single Template or Server Copy. To create a template or server copy of each EMI Tone, which shall be "uploaded" to and reside on the Server for the sole and exclusive purpose of transmitting or distributing EMI Tones to End-users in accordance with the terms and conditions herein;

(iii) Sell Copies To End-Users. To sell Copies of the EMI Tones, on and through the Network, so that an End-user can purchase a Copy of the EMI Tone such that the EMI Tone may be embedded in his or her Wireless Device (it being understood that temporary, transient, non-permanent copies of the EMI Tones incidental to said transmission may be created on the Network, provided (A) no permanent copies of the EMI Tones are stored or cached on the Network except on the Server or on an End-user's Wireless Device and (B) if a security breach in the Network arises, Licensee shall immediately comply with any Publisher request to block access or remove from the Server any EMI Tone so affected);

(iv) Streaming for Promotional Purposes. For each EMI Tone, and subject to Licensee securing all necessary public performance licenses (as described in paragraph 8 below), to "stream" up to thirty (30) consecutive seconds of such EMI Tone to prospective End-users in the form of a digital audio transmission for the sole purpose of previewing or demonstrating such EMI Tone to facilitate its purchase, sale, or licensing through the Network in accordance with this Agreement; provided that Licensee shall not sell, lease, transmit, offer, or otherwise provide any EMI Tone streamed in accordance with this paragraph 3(a)(iv) (including any Approved Composition incorporated therein) as a downloadable file or in any form that would allow any Person to create, store, or retain a copy of all or part thereof.

(b) Restrictions. Notwithstanding any other provision of this Agreement:

(i) This Agreement does not authorize or permit any use or other exploitation of any Composition by Licensee or any third party, except as expressly authorized herein. If any such use or other exploitation is made or permitted by Licensee, this Agreement shall immediately terminate, and all rights and licenses granted to Licensee hereunder shall automatically terminate.

(ii) No license or other rights are granted herein to Licensee or any third party to use any current or future trademarks, service marks, design marks or trade names of or associated with

Publisher (such marks and names, collectively, the "EMI Marks"), for any purpose. Licensee may only use the EMI Marks with the prior written approval of Publisher.

(c) With respect to any Approved Composition of which less than one hundred percent (100%) is controlled by Publisher, prior to exercising any of the rights or licenses granted herein in such Approved Composition or any EMI Tone incorporating such Approved Composition, Licensee shall secure all rights and licenses from all applicable co-publisher(s) necessary to exercise, without violating the intellectual property rights or other rights of such co-publisher(s) or any third party, the rights and licenses granted herein.

(d) Nothing contained herein shall grant Licensee the right to use any particular recording of an Approved Composition.

(e) Without limiting any other provision of this Agreement, with respect to any third party rights that are necessary to be obtained by Licensee in connection with any EMI Tone or any recording or performance incorporated into or used to arrange any EMI Tone, Licensee shall be responsible for obtaining such rights at its sole expense.

4. Territory

The "Territory" covered during the Term shall be the United States, its territories and possessions (including Puerto Rico) and Canada.

5. Term

(a) The "Term" of this Agreement is one (1) year, commencing September 30, 2005, and terminating September 29, 2006.

(b) Notwithstanding the foregoing, EMI may terminate the entire grant of rights contained in this Agreement and/or the grant of rights with respect to a particular Approved Website, at any time for any reason upon thirty (30) days prior written notice to Licensee. Promptly thereafter, Licensee shall furnish Publisher with a written confirmation that it has performed any/all takedowns of EMI Tones from the Server necessary to comply with the applicable termination of rights by Publisher.

6. Advance / Royalties

(a) As used herein, "Publisher's Prorata Share" shall mean that proportion of Publisher's ownership of the applicable Composition, as set forth on the Schedule D Addendum.

(b) In consideration of the rights granted hereunder, upon execution of this Agreement Licensee shall pay to Publisher the sum of Two Thousand Five Hundred ($2,500.00) Dollars, as a non-returnable advance, recoupable solely from royalties otherwise payable for each Copy Sold as of the commencement hereof pursuant to this paragraph 6 ("Advance").

(c) As further consideration of the rights granted hereunder, Licensee shall pay to Publisher as a non-returnable, non-recoupable fee, Publisher's Prorata Share of the sum of Twenty Five Dollars ($25.00) for each Composition.

(d) (i) Pursuant to the terms and conditions of paragraph 7 below, Licensee shall pay Publisher for each Copy Sold a royalty equal to Publisher's Prorata Share of TWELVE (12%) percent of the retail selling price of each Copy Sold, with a minimum royalty for each Copy Sold of TWELVE AND ONE HALF ($0.125) Cents with respect to EMI Mastertones;

(ii) In the event a recurring fee is charged an End-user to retain a Copy, said charge shall be deemed a royalty-bearing event. For clarity, Licensee shall pay Publisher the applicable royalty pertaining to any Copy each time a recurring payment is made to retain said Copy (or to access said EMI

Tone embodied therein) on an End-user's Wireless Device. For purposes of calculating the royalty payable, if applicable, the recurring fee shall be deemed to be the original retail selling price and each time the Copy is thereby retained shall be considered a new "Copy Sold" and a royalty shall thereby be payable.

(iii) In the event a Copy is made to time-out on a Wireless Device and one is made to re-download or otherwise re-acquire said EMI Tone for reasons other than technical failure, said event shall be deemed a royalty-bearing event. For clarity, and notwithstanding the previous sentence, Licensee shall pay Publisher the applicable royalty pertaining to each Copy Sold, irrespective of whether the recipient had previously acquired the same EMI Tone embodied in such Copy Sold.

(iv) In the event a Copy is offered in a form other than individually (e.g., said EMI Tone is made available as part of a bundle or package of wireless content applications, the royalty due in connection with such Copy shall be Publisher's Pro Rata Share of the greater of: (A) TEN (10%) percent of a fraction whose numerator equals the bundle's sale price and whose denominator equals the number of royalty-bearing content applications, or (B) the minimum royalty for each Copy Sold set forth paragraph 6(c)(i) above. By way of example, if Licensee charges $10 for a bundle of eight (8) royalty-bearing content applications (one of which is a Copy), then the royalty applicable to said Copy shall be Publisher's Prorata Share of $0.125, i.e., 10% of ($10 ÷ 8).

(v) In the event a recurring transmission fee, in addition to the original EMI Tone purchase fee, is charged to an End-user each time an End-user hears the EMI Tone (e.g., a Ten Cent ($0.10) recurring transmission fee is charged to an End-user each time he/she hears an EMI Tone), Licensee shall pay Publisher for each such Copy Publisher's Prorata Share of Ten percent (10%) of such transmission fee, in addition to the Royalty otherwise set forth in this paragraph 6.

(e) In the event an Approved Composition is controlled less than one hundred (100%) percent by Publisher or if the Songwriter Agreements require direct payments to certain third parties, upon Publisher's request, Licensee shall make direct payments to such applicable co-publishers or other third parties.

(f) In the event Licensee agrees to (or has agreed to) pay to a co-publisher of an Approved Composition, a publisher of any musical composition or a licensor of any sound recording embodying an Approved Composition used in any Ringtone or Mastertone, compensation or consideration in excess of the compensation or consideration to be paid to Publisher hereunder (collectively, "Excess Compensation"), then effective as of the date of such agreement, Licensee shall immediately pay to Publisher an amount equal to such Excess Compensation and this Agreement shall be deemed amended effective as of the date of such agreement to include such more favorable compensation provision. In the event the Approved Composition is not entirely controlled by Publisher, the Excess Compensation shall be based upon and shall reflect Publisher's Pro Rata Share. Upon request, Licensee shall supply to Publisher copies of all agreements between Licensee and third party licensors by which rights are granted for the use of any sound recording or musical compositions (including Approved Compositions) in Ringtones and/or in Mastertones.

7. Accounting

(a) Together with the payment of all applicable sums due Publisher pursuant to paragraph 6 above, Licensee shall render Publisher accounting statements on a quarterly basis, (which shall be provided electronically, along with a hard paper copy), indicating, on a country-by-country, EMI Tone-by-EMI Tone (including the title, writers' name(s), and applicable Publisher-supplied EMI song code for each Approved Composition), and Approved Website-by-Approved Website basis, the number of Copies Sold or otherwise distributed and/or digitally delivered in each country of the Territory, within forty-five (45) days following the last day of each calendar quarter during which such rights are granted herein, whether or not Licensee sold or otherwise distributed Copies within such quarterly period. In addition, the accounting statement shall indicate, with respect to each Copy Sold, the retail selling price therefor, whether said Copy Sold was the result of a first-time transmission or a repeat transmission/recurring

charge, and any other information necessary to determine how the applicable royalty for each Copy Sold was calculated.

(b) In addition to providing quarterly accounting statements, Licensee shall, within ninety (90) days of the Effective Date, provide Publisher, upon request, with online, real-time access to the Server in order to permit the accurate identification, tracking and verification of copies of all EMI Tones, and any other data item to be enumerated on accounting statements pursuant to subparagraph (a) above.

(c) Licensee agrees to keep and maintain true and accurate records and books of account in connection with the sale of Copies and all transactions related thereto or otherwise contemplated under this Agreement, and shall retain all such records and books for a period of not less than four (4) years following the termination of this Agreement. Publisher, by its designated representative, shall have the right, upon reasonable written notice, and during normal office hours, to examine the books and records of Licensee, at Licensee's regular place of business where the books and records are maintained, as the same pertain to the subject matter of this Agreement and to make copies and extracts thereof. Licensee shall cooperate with Publisher's representative to assist them in understanding all such material. If, as a result of any audit, it is determined that Licensee has understated the royalties due to Publisher, Licensee shall immediately pay to Publisher the amount of such underpayment. If, as a result of any audit, it is determined that Licensee has understated the royalties due to Publisher by ten (10%) percent or more, Licensee shall pay to Publisher the amount by which royalties have been understated and shall reimburse Publisher for the cost of the audit.

(d) All checks shall be in United States Dollars, shall be made payable to EMI Music Publishing and unless Publisher notifies otherwise, shall be sent to the address indicated in paragraph 15 below. All accountings and payments must be received by Publisher on the date such payment and statement are due, according to the terms of this Agreement, time being of the essence hereof. No payments shall be diminished or reduced in any manner for any reason, including without limitation, any withholdings, currency restrictions, exchanges or taxes. Upon written request, Publisher shall provide Licensee with a current W-9 form for each music publishing catalog receiving payment.

(e) It is understood and agreed that there shall be no "free" or "bonus goods" of the EMI Tones, as such term is understood in the industry, i.e., all Copies Sold, distributed, transmitted, or delivered, regardless of price, shall bear a full royalty hereunder.

(f) Without limiting Publisher's rights and remedies hereunder, at law or in equity: (i) past-due payments are subject to and to be accompanied by payment of interest thereon at the prime rate as established on the due date by The Bank of New York plus two (2%) percent compounded daily and computed from the date(s) upon which each such payment(s) first became due until the date(s) upon which each such payment(s) is remitted to Publisher; and (ii) Licensee shall reimburse Publisher, within five (5) days from receipt of its invoice, for Publisher's reasonable attorney's fees and costs arising out of the occurrence of any Default Event (as defined in paragraph 14), including, without limitation, any failure by Licensee timely to render statements and account to Publisher with respect to royalties which accrue to Publisher in connection with Licensee's exploitation of its rights pursuant to the applicable provisions hereof.

8. **No Performance Right Grant**

(a) No right of public performance is granted under this Agreement, such right being licensed by the American Society of Composers, Authors and Publishers ("ASCAP") and Broadcast Music Inc. ("BMI") in and for the United States.

(b) Any public performance of an Approved Composition as embodied in an EMI Tone, including without limitation pursuant to paragraph 3(a)(iv) above, not otherwise licensed by ASCAP and/or BMI and SOCAN, as applicable, shall be licensed by Licensee from Publisher or from Publisher's authorized agent. If said license is to be secured from Publisher, Publisher agrees to negotiate in good faith and the issuance of such license shall be in accordance with the customary industry practices and fees.

9. Restrictions and Reservations of Rights

(a) This Agreement does not authorize or permit any use of a Composition not expressly set forth herein and does not include the right to alter the fundamental character of the music of an Composition, and, specifically, the terms of this Agreement are limited to the use of each Approved Composition only as originally fixed in the EMI Tone. Publisher reserves all rights not expressly granted to Licensee hereunder. All rights granted hereunder are granted on a non-exclusive basis.

(b) No Composition may be used in a dramatic fashion, as such term is understood in the industry, or in any manner which could be considered in bad taste or offensive; i.e. each Approved Composition shall be used with regard to social convention and decency so as not to bring such Composition, the composers thereof, or Publisher into public disrepute or reflect adversely on the Composition, the composers thereof, or Publisher. No individual Composition may be used in connection with any product, any service, or in the branding, marketing, advertising or promotion of any product, service or event.

(c) Without limiting the force and effect of the foregoing, and without intending to provide an exhaustive list of prohibitive acts, this Agreement does not include the rights to: (i) rent or lease an EMI Tone; (ii) sell or otherwise distribute EMI Tones except for the personal use of individual Wireless Device owners; (iii) parody the music or lyrics of an Approved Composition; (iv) make, sell or distribute phonorecords of an Approved Composition; (v) utilize a sound recording and/or audiovisual master(s) not owned or separately licensed by Licensee; (vi) synchronize (or authorize others to synchronize) any Approved Compositions with visual images or events or include any Approved Composition in any audio-visual work, including without limitation in commercials or games; (vii) use the title of an Approved Composition except for factual and/or descriptive purposes for identifying the EMI Tones available to for purchase; (viii) use any Composition that is not a Approved Composition in any way; or (ix) use an Approved Composition on any broadcast/cablecast or on-line services (whether viewable in real time or downloadable) not specifically enumerated in this Agreement, or on any interactive program, platform, media or storage device, or any promotional use not specifically enumerated herein. Any occurrence of the above-noted items by Licensee or authorized by Licensee shall render all aspects of the Agreement immediately null and void and this Agreement shall terminate.

(d) Except for listing on the Network the composers' names for factual and/or descriptive purposes for identifying the EMI Tones available for purchase, no right whatsoever is being granted hereunder to use or authorize other Persons to use the names (including any professional names, previously, now or hereafter used), facsimile signatures, voices, likenesses or biographical material of, concerning, or regarding any of the composers of a Composition for any purpose whatsoever, including, without limitation, for purposes of exploitation of an EMI Tone on the Network. In no event shall a name of a composer of a Composition be featured more or less prominently than any other composer's name.

10. Warranties and Representations/Indemnity

(a) Publisher warrants only that it has the legal right, power and authority to grant this license and this license is given and accepted without any other warranty or recourse. Publisher hereby agrees to indemnify and hold harmless Licensee and its respective officers, directors, agents, and employees (hereinafter, the "Indemnitees") from and against any and all liabilities, damages, costs, charges, recoveries, judgments, penalties, expenses or losses of whatsoever kind or nature, actually incurred by the Indemnitees (including reasonable attorneys' fees and disbursements) which may be obtained against, imposed upon or suffered by the Indemnitees or any of them, by reason of any breach by Publisher of any of its warranties or representations hereunder. In no event shall the total liability of Publisher in connection with the rights granted for each Approved Composition licensed hereunder exceed the consideration received by Publisher in connection with the licensing of said Approved Composition. Licensee will give Publisher prompt notice of any claim and Publisher will have the right to assume the defense thereof at Publisher's expense.

(b) Licensee represents and warrants that:

(i) there are no actions, suits, proceedings, agreements or other impediments, actual or threatened, which would prevent or impair it from performing its duties and obligations hereunder; and

(ii) it is fully empowered to enter into this Agreement and to perform its duties and obligations hereunder, that it is and shall at all times remain possessed of all rights necessary for it to completely fulfill all of its material obligations hereunder, and that its entering into this Agreement and fulfilling such obligations (including but not limited to maintenance of the Network) does not and shall not infringe upon the rights of any Person whatsoever.

(c) Licensee further represents and warrants that it shall obtain or secure (and maintain during the Term) all necessary and required licenses concerning:

(i) intellectual properties furnished or selected by Licensee and contained in any materials used in connection with the marketing, sale or distribution of Ringtones as authorized hereunder, including without limitation name and likeness rights, and that said materials shall not violate or infringe upon the rights of any third party, including without limitation intellectual property rights and/or rights of privacy and publicity; and

(ii) intellectual properties furnished or selected by Licensee and contained in an EMI Tone not licensed hereunder including that portion of the music publishing rights in and to each Approved Composition not controlled by Publisher; and that said materials shall not violate or infringe upon the rights of any third party, including without limitation intellectual property rights and/or rights of privacy and publicity.

(d) Licensee agrees to fully indemnify Publisher and hold Publisher (and its officers, directors, and employees) harmless of and from any and all liabilities, claims, causes of actions, damages, interest, charges, recoveries, judgments, penalties, expenses or losses of whatsoever kind of nature; (including without limitation, legal expenses and counsel fees and disbursements) of any kind whatsoever which may be occasioned, suffered or incurred by Publisher, either directly or indirectly, in whole or in part, resulting from or in connection with any breach or threatened breach by Licensee of any of the terms, covenants, representations and warranties contained herein, and/or any claim by any Person inconsistent with any of the representations, warranties and covenants hereunder. In addition, Licensee will reimburse Publisher on demand for any payment made at any time after the date hereof for any liability or claim to which this clause relates that has resulted in a judgment against Publisher or which has been settled with the written consent of Licensee (which consent shall not unreasonably be withheld). Publisher will give Licensee prompt notice of any claim and Licensee will have the right to assume the defense thereof at Licensee's expense.

11. Arrangements/Copies

Any arrangement(s) which Licensee shall cause to be made of an Approved Composition in the creation of an EMI Tone shall be made at Licensee's own expense and shall be created only as the result of employment-for-hire and such arrangement shall be "Work Made For Hire" for Publisher, as such term is used in the United States Copyright Law. Licensee hereby sells, assigns and transfers any such arrangement(s) and all right title and interest in and to each such arrangement to Publisher and the worldwide copyright and renewals and extensions of copyright therein. Licensee warrants and represents that all Persons rendering services in connection with the creation of EMI Tones shall have executed, prior to the commencement of creation of any EMI Tone to which such Persons have contributed, written agreement(s), in full compliance with the laws of the United States and other countries, stating that those EMI Tones and any arrangements on which such EMI Tones are based, are considered a work made for hire for Publisher and irrevocably assigning all such Person's rights throughout the Territory in perpetuity, including without limitation copyrights, in those EMI Tones and other materials to Publisher. Upon

Publisher's request, Licensee will cause to be executed and delivered to Publisher all assignments and transfers of ownership of copyright (including without limitation all copyright registrations and applications, and all renewals and extensions thereof) in the EMI Tones and any arrangements on which such EMI Tones are based, and any other documents as Publisher may deem necessary or appropriate to vest in Publisher the rights granted to Publisher in this Agreement. Neither Licensee nor any arranger shall be entitled to authorship credit or status as a collaborator or any remuneration by way of royalty or otherwise from the authors of such Approved Composition or from Publisher or any of Publisher's designated agents. No arrangement shall change the basic melody of any Approved Composition

(b) Licensee shall enable Publisher freely and without charge or expense to receive EMI Tones to ensure Licensee's adherence with and to the terms and conditions of this Agreement. Any such receipt by Publisher will not constitute a Copy and will not be deemed a royalty-bearing event.

12. Ownership

Except as expressly permitted in this Agreement, Licensee shall not at any time, directly or indirectly, license, transfer, assign, sell or otherwise dispose of, pledge, mortgage or in any way encumber any Composition or any interest of any kind therein, and/or any right or license granted hereunder and any such purported license, transfer, assignment, sale, disposal, pledge, mortgage or encumbrance shall be void and of no effect.

13. No Partnership

Nothing herein contained shall create any association, partnership, joint venture or relationship of principal and agent between the parties hereto; it being understood that the parties hereto are, with respect to each other, independent contractors, and neither party shall have any authority to bind the other or the other's representatives in any way and shall not hold itself out to any Person as having authority.

14. Event of Default/Cure

(a) As used herein, the term "Event of Default" shall mean any of the following events: (i) Licensee's failure or inability to fulfill any of its material obligations hereunder for any reason; (ii) Licensee's dissolution or the liquidation of any substantial portion of its assets; (iii) the filing by or against Licensee of a petition for liquidation or reorganization or the commencement of an action against it under any applicable bankruptcy or insolvency legislation as now or hereafter in effect or under any similar statute relating to liquidation or reorganization or Licensee's consenting to any of the foregoing; (iv) the appointment of a trustee, receiver, custodian or similar appointee for Licensee for any of its property or Licensee consenting to any such appointment; (v) Licensee's making of an assignment for the benefit of creditors; (vi) Licensee becoming insolvent; (vii) Licensee's failure to pay, or admission in writing of its inability to pay, its debts as they come due; (viii) Licensee's receipt of a "going concern" notification or similar qualification; (ix) a reduction of ten percent (10%) or more in Licensee's workforce; (x) Licensee's report of a quarterly loss for four (4) consecutive quarters; or (xi) any action by Licensee which jeopardizes any material right or remedy of Publisher hereunder. In the event that any of the matters described in this paragraph 14(a) occurs, Licensee shall provide prompt written notice thereof to Publisher.

(b) Without limiting or affecting the rights or remedies which Publisher may have under this Agreement or at law or equity, with respect to Licensee's obligations under this Agreement, it is agreed that if an Event of Default occurs or in the event of a breach on the part of Licensee, Publisher may notify Licensee in writing of such default or breach and Licensee shall have ten (10) business days from receipt of such notice in which to cure such Event of Default or breach. If such breach or Event of Default is not curable or is not cured within said ten (10) business day period, this Agreement shall automatically terminate and Licensee shall be deemed to have automatically and irrevocably assigned and transferred

to Publisher, without further consideration, all right, title and interest in and to all EMI Tones (including the master recordings created by Licensee not otherwise owned by co-publishers or record companies), to the extent that such rights and interests have not already been assigned to or vested in Publisher; provided, however, that with respect to any breach or default concerning the payment of any monies whatsoever, this Agreement shall automatically terminate and the aforesaid assignment and vesting shall occur if such particular breach is not remedied within five (5) business days from the date of the notice. Publisher, in the event of any automatic termination under this paragraph and without prejudice to any other rights and remedies, shall have rights and remedies for copyright infringement, including injunctive relief.

(c) The termination of this Agreement pursuant to this paragraph shall render the further exploitation of an EMI Tone actionable as an act of copyright infringement fully subject to the remedies provided by the Copyright Act, Title 17, of the United States Code, together with other legal and equitable remedies available to Publisher.

15. Notices

Any and all notices, consents, approvals, demands, other communications and payments hereunder shall be hand delivered or sent by certified mail, return receipt requested, at the address below (or at such other address hereafter designated by either party in writing) as follows:

To Publisher: EMI Music Publishing
810 Seventh Avenue
New York, New York 10019
Attention: Susan Schwartz

To Licensee: As set forth in the heading of this Agreement.

Any notice shall be deemed complete when the same (containing whatever information may be required hereunder) is deposited in any mail box properly addressed and sent as aforesaid, except that: (a) all materials personally delivered shall be deemed served when actually received by the party to whom addressed; (b) air express materials shall be deemed served on the day of delivery to the air express company; (c) notices of change of address shall be effective only from the date of receipt; and (d) royalty statements may be sent by regular mail and shall be deemed rendered when actually received by Publisher.

16. Governing Law

This Agreement has been entered into and delivered in the State of New York and the validity, interpretation and legal effect of this Agreement shall be governed by and construed in accordance with the internal laws of the State of New York applicable to contracts entered into and performed entirely within the State of New York. Only the New York courts (state and federal) will have jurisdiction over any controversies regarding this Agreement, and the transactions contemplated by this Agreement; any action or other proceeding which involves such a controversy will be brought in those courts, in New York County, and not elsewhere. Licensee hereby irrevocably submits to the jurisdiction of the New York courts (state and federal) in any such action or proceeding and irrevocably waives any right to contest the jurisdiction (in rem or in personam) or power or decision of that court within or without the United States other than appropriate appellate courts having jurisdiction over appeals from such court(s). Licensee also irrevocably waives any defense of inconvenient forum to the maintenance of any such action or proceeding. Any process in any action or proceeding may, among other methods, be served upon Licensee by delivering or mailing it in accordance with paragraph 15. Any such delivery or mail service shall be deemed to have the same force and effect as personal service within the State of New York.

17. Assignment; Change of Control

This Agreement, and the rights, opportunities and obligations created pursuant to this Agreement, are not assignable or transferable in any manner by Licensee, nor shall Licensee sublicense or delegate any of its rights or obligations without the prior written consent of Publisher, not to be unreasonably withheld, except, Licensee may assign its rights and obligations under this license to its parent, subsidiaries, or affiliate companies without Publisher's consent, provided: (i) Prior to the assignment, Licensee notifies Publisher in writing of such assignment; (ii) Assignee agrees to be bound to the terms and conditions of this Agreement; and (iii) Licensee remains not less than secondarily liable for all of Licensee's obligations hereunder. EMI may assign this Agreement and any of its rights hereunder in whole or in part to any Person which controls, which is controlled by, or which is under common control with, EMI and/or each such Publisher or which is in partnership with EMI and/or each such Publisher; and/or to any parent, affiliated or subsidiary company or corporation, or to a Person owning, or acquiring, all or a substantial part of EMI and/or each such Publisher's stock and/or assets or with whom EMI and/or each such Publisher may merge or be merged, in which case Licensee shall not be released from its obligations hereunder.

18. Confidentiality; Publicity

Licensee and EMI agree that all information with respect to this Agreement, whether furnished by EMI to Licensee or otherwise acquired by Licensee in the course of business with EMI, shall be kept confidential. Such information shall not be disclosed at any time to any Person except to the extent required by an order of a court or other tribunal having jurisdiction or pursuant to rules and regulations of a governmental body. Notwithstanding the foregoing, the parties acknowledge and agree that in certain situations, such as where copublishers of an Approved Composition, publishers of other compositions and/or master owners require a favored nations provision, the information contained in this Agreement may have to be divulged with respect to monies payable and rights granted. Licensee and EMI may not use the other party's name in news releases, articles, brochures and marketing and/or promotional materials, without the other party's prior written approval.

19. Entire Agreement

(a) This Agreement sets forth the entire understanding between the parties hereto with respect to the subject matter hereof, and merges and extinguishes all prior understandings, negotiations, and agreements. No amendment to or modification, waiver, termination, or discharge of this Agreement or of any provision hereof shall be binding unless confirmed by a written instrument duly executed by the party to be charged therewith. Any process in any action, suit, or proceeding arising out of or relating to this Agreement may, among other methods, be served upon the applicable party by delivering it or mailing it in accordance with paragraph 15 above. No waiver of any provision of or default under this Agreement shall affect the right of either party thereafter to enforce such provision or to exercise any right or remedy in the event of any other default, whether or not similar.

(b) If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not essential to the intended operation of this Agreement.

20. Miscellaneous

This Agreement shall apply for the Term hereof only, and shall not be binding upon or prejudicial to any position taken by Publisher or Licensee for any period subsequent to the Term of this Agreement. The captions of paragraphs contained in this Agreement are for reference only and are not to be construed in any way as a part of the Agreement. This Agreement shall not become effective until executed by all proposed parties hereto.

IN WITNESS WHEREOF, the parties have caused the foregoing to be executed as of the date first above written.

EMI Music Publishing

By: _____
Publisher

The Orchard Enterprises

By: _____
Licensee

SCHEDULE A

(List of Publishing Catalogs)

AVON GATE MUSIC INC. (BMI)
BARHAM BOULEVARD MUSIC, INC. (BMI)
BEECHWOOD MUSIC CORP. (BMI)
BURBANK PLAZA MUSIC, INC. (ASCAP)
CARWIN MUSIC INC. (ASCAP)
COLGEMS-EMI MUSIC INC. (ASCAP)
COMBINE MUSIC CORP. (BMI)
EMI AFFILIATED CATALOG INC. (BMI)
EMI AL GALLICO MUSIC CORP. (BMI)
EMI ALGEE MUSIC CORP. (BMI)
EMI APRIL MUSIC INC. (ASCAP)
EMI BELFAST MUSIC, INC. (BMI)
EMI BMPC CORP. (ASCAP)
EMI BLACKWOOD MUSIC INC. (BMI)
EMI BRILLIG MUSIC, INC. (ASCAP)
EMI DUCE MUSIC, INC. (ASCAP)
EMI EASY LISTENING MUSIC CORP. (ASCAP)
EMI FEIST CATALOG INC. (ASCAP)
EMI FULL KEEL MUSIC (ASCAP)
EMI GOLD HORIZON MUSIC CORP. (BMI)
EMI GOLDEN TORCH MUSIC CORP. (ASCAP)
EMI GROVE PARK MUSIC, INC. (BMI)
EMI HASTINGS CATALOG INC. (BMI)
EMI INTERTRAX MUSIC INC. (BMI)
EMI JEMAXAL MUSIC INC. (ASCAP)
EMI LONGITUDE MUSIC (BMI)
EMI MILLER CATALOG INC. (ASCAP)
EMI MILLS MUSIC, INC. (ASCAP)
EMI MOGULL, INC. (ASCAP)
EMI NORBUD MUSIC, INC. (BMI)
EMI NTM HOLDINGS, INC. (ASCAP)
EMI PST HOLDINGS, INC. (ASCAP)
EMI ROBBINS CATALOG INC. (ASCAP)
EMI SOSAHA MUSIC INC. (BMI)
EMI SLITHY SONGS, INC. (BMI)
EMI TSM HOLDINGS, INC. (BMI)
EMI U CATALOG INC. (ASCAP)
EMI UNART CATALOG INC. (BMI)
EMI VARIETY CATALOG INC. (ASCAP)
EMI VINE MUSIC, INC. (BMI)
EMI VIRGIN MUSIC, INC. (ASCAP)
EMI VIRGIN SONGS, INC. (BMI)
EMI WATERFORD MUSIC, INC. (ASCAP)
EMI WORLDTRAX MUSIC INC. (ASCAP)
FORAY MUSIC (SESAC)
GLENWOOD MUSIC CORP. (ASCAP)
JOBETE MUSIC CO., INC. (ASCAP)
NEW TANDEM MUSIC, INC. (ASCAP)
SCREEN GEMS-EMI MUSIC INC. (BMI)
STONE DIAMOND MUSIC CORPORATION (BMI)
TRIPLE STAR MUSIC, INC. (BMI)

SCHEDULE B

(List of Approved Compositions)

544293	Ventilaor R80	SALAS MARINA CLARA ABAD/SANTIAGO RAMON	EMI APRIL MUSIC INC C/O EMI MUSIC PUBLISHING	100.00%	Ojos De Brujo	Bari
546463	40 Boys In 40 Nights	MAYA FORD, ALLISON ROBERTSON, BRETT ANDERSON, TORRANCE CASTELLANO	EMI BLACKWOOD MUSIC INC	100.00%	The Donnas	
75332	Anchors Aweigh	CHARLES A. ZIMMERMAN, ALFRED H. MILES, GEORGE D. LOTTMAN	EMI ROBBINS CATALOG INC	100.00%	The Sun Harbor's Chorus	
75695	Baby Won't You Say You Love Me	JOSEF MYROW, MACK GORDON	EMI FEIST CATALOG INC.	100	Pop	Here's To My Lady
75842	Batman	NEIL HEFTI	EMI MILLER CATALOG INC	100	Pop	100 Greatest TV Themes
92799	Brother Flower (with Kimmie Rhodes)	TOWNES VAN ZANDT	EMI U CATALOG INC,	100	Folk	Texas Rain
544297	Bulería Del Ay	SALAS MARINA CLARA ABAD/SANTIAGO RAMON GIMENEZ/ARTIACH JUAN LUIS LEPREVOST/	EMI APRIL MUSIC INC C/O EMI MUSIC PUBLISHING	100.00%	Ojos De Brujo	Bari
390433	Caravan	JUAN TIZOL, DUKE ELLINGTON	EMI MILLS MUSIC INC	50% U.S. 100% Canada	Medeski Martin & Wood	Notes From The Underground

148220	Cavatina	STANLEY MYERS	GLENWOOD MUSIC CORP.	0% U.S. 100% Canada	Jazz	Body and Soul
197001	Chung King	C. BYRD, K. BETTS, H. ELLIS	EMI MILLS MUSIC INC	100	Jazz	Bass, Buddies, Blues And Beauty Too
9604	Country Girl-City Man	C. TAYLOR, T. DARYLL	EMI BLACKWOOD MUSIC INC	100.00%	Billy Vera & The Beaters	The Best of Billy Vera and the Beaters
77550	Cuban Lullaby (Duerme Negrita)	ERENSTO GRENET-MUSIC SUNNY SKYLAR-ENG. LYRIC	EMI ROBBINS CATALOG INC	0% U.S. 100% Canada	Muriel Anderson	Heartstrings
98781	Dueling Banjos	A. SMITH	EMI BLACKWOOD MUSIC INC.	100	Jazz	Jack Convery and Friends
435242	Gin And Juice	SNOOP DOGG, DR. DRE /Harry Wayne Casey, Richard Finch, Steven Arrington	EMI LONGITUDE MUSIC CO.	25.00%	The Gourds	The Gourds Live at Bluebird Theater
113981	Here In My Heart	PAT GENARO, BILL BORRELLI, LOU LEVINSON	SCREEN GEMS-EMI MUSIC INC.	100	Pop	The First British Hit Parade
564707	Home	MICHAEL JAMES HUCKNALL, STEVEN LEWISON, PETE LEWISON	EMI APRIL MUSIC INC	75.00%	Red	
544299	Intro	SALAS MARINA CLARA ABAD/SANTIAGO RAMON GIMENEZ/ARTIACH JUAN LUIS LEPREVOST/	EMI APRIL MUSIC INC C/O EMI MUSIC PUBLISHING	90.00%	Ojos De Brujo	Barl
198327	Jitter Bug	CAB CALLOWAY, IRVING MILLS, ED SWAYZE	EMI MILLS MUSIC INC	100	Blues	Jukebox Hits 1930-1950
198508	Let You Get Away	WILLIAM P MC CORD	EMI WORLDTRAX MUSIC INC.	25.00%	Billy Vera & The Beaters	The Best of Billy Vera and the Beaters

622701	Let's Get Lifted	JOHN STEPHENS, KANYE WEST, R. SHOBIN	EMI BLACKWOOD MUSIC INC	50.00%	John Legend	Live at SOB's
544292	Memorias Perdidas	SALAS MARINA CLARA ABAD/SANTIAGO RAMON GIMENEZ/ARTIACH JUAN LUIS LEPREVOST/	EMI APRIL MUSIC INC C/O EMI MUSIC PUBLISHING	50.00%	Ojos De Brujo	Bari
85239	Over The Rainbow	HAROLD ARLEN, E.Y. HARBURG	EMI FEIST CATALOG INC.	100	Jazz	We're Still In Love
544302	Quien Engana No Gana	SALAS MARINA CLARA ABAD/SANTIAGO RAMON GIMENEZ/ARTIACH JUAN LUIS LEPREVOST/	EMI APRIL MUSIC INC C/O EMI MUSIC PUBLISHING	100.00%	Ojos De Brujo	Bari
416346	Rock This Town	BRIAN SETZER	EMI VIRGIN MUSIC INC.	100	Rock	The Late Great Daniel Johnston: Discovered Covered
396168	Shout	O'KELLY ISLEY, RONALD ISLEY; RUDOLPH ISLEY	EMI VIRGIN MUSIC INC.	100	Pop	Good Tunes For Good Times
564711	Sunrise	DARYL HALL, JOHN OATES, MICHAEL JAMES HUCKNALL, SARA ALLEN	EMI APRIL MUSIC INC OBO EMI SONGS, LTD.	33.33%	Simply Red	Home
209040	That's My Girl	ROY ELLINGTON, TOBIAS	EMI WATERFORD MUSIC INC.	100	Pop	Here's To My Lady
23126	The A-Team	MIKE POST, PETE CARPENTER	EMI APRIL MUSIC INC.	37.5	Pop	100 Greatest TV Themes
61525	The James Bond Theme (Opening)	MONTY NORMAN	EMI UNART CATALOG INC	100	Pop	The James Bond Collection

544298	Tiempo De Solea	SALAS MARINA CLARA ABAD/SANTIAGO RAMON GIMENEZ/ARTIACH JUAN LUIS LEPREVOST/	EMI APRIL MUSIC INC C/O EMI MUSIC PUBLISHING	75.00%	Ojos De Brujo	Bari
58048	United	WAYNE SHORTER	EMI UNART CATALOG INC	100.00%	Medeski, Martin & Wood	Notes From The Underground
544295	Zambra	SALAS MARINA CLARA ABAD/SANTIAGO RAMON GIMENEZ/ARTIACH JUAN LUIS LEPREVOST/	EMI APRIL MUSIC INC C/O EMI MUSIC PUBLISHING	100.00%	Ojos De Brujo	Bari
90847	Zorba's Dance	MIKIS THEODORAKIS	EMI MILLER CATALOG INC	100.00%	Mikis Theodorakis	Zorba the Greek

SCHEDULE C

(pursuant to paragraph 1(o))

ADDENDUM OF RIGHTS

ADDENDUM to the Agreement dated _____, by and between EMI Music Publishing and _____ (the "Agreement"). Upon the full execution of this Addendum by the parties hereto, the following additional Website(s) is/are deemed Approved Website(s), and thus part of the Network, effective as of the date set forth below:

1. The URL(s) of the Website(s) proposed for approval pursuant to this Addendum, and the date on which EMI Tones first shall be marketed thereon, is/are:

http://www._____.com Date: _____

2. All terms not defined herein shall have the same meaning given them in the Agreement. Except as expressly or by necessary implication modified hereby, the terms and conditions of the Agreement remain in full force and effect, and are hereby ratified and confirmed without limitation or exception.

IN WITNESS WHEREOF, the parties have caused the foregoing ADDENDUM to be executed as of this _____ day of _____, 200_.

EMI Music Publishing

By:_____
Publisher

The Orchard Enterprises

By:_____
Licensee

SCHEDULE D

(pursuant to paragraph 2(b))

ADDENDUM OF RIGHTS

ADDENDUM to the Agreement dated _____, 2005, by and between EMI Music Publishing and _____ (the "Agreement"). Upon the full execution of this Addendum by the parties hereto, the following listed Composition(s) are deemed Approved Composition(s) under the Agreement, effective as of the date set forth below:

1. The Composition(s) subject to this Addendum is/are:

["TITLE"] composed by ["WRITER(S)" (%)].

2. The Territory shall be as per the Agreement, [excluding, in the case of the Composition entitled _____, the country(ies) of _____.]

3. All terms not defined herein shall have the same meaning given them in the Agreement. Except as expressly or by necessary implication modified hereby, the terms and conditions of the Agreement remain in full force and effect, and are hereby ratified and confirmed without limitation or exception.

IN WITNESS WHEREOF, the parties have caused the foregoing ADDENDUM to be executed as of this _____ day of _____, 200_.

EMI Music Publishing

By:_____
Publisher

The Orchard Enterprises

By:_____
Licensee

SCHEDULE E

(pursuant to paragraph 1(h))

ADDENDUM OF RIGHTS

UNITED STATES

Advantage Cellular (Mobile Streams)
Airidigm (Mobile Streams)
Alltel (9 Squared, Zingy, Dwango)
AOL (Zingy)
Appalachian Wireless (Cellus)
AT&T Cingular (Dwango, Zingy)
Blackfoot Wireless (Cellus)
Boost Mobile (Zingy, Dwango)
Brazos (Mobile Streams)
CellFunk (Cellus)
Cellular 2000 of St. Cloud (Cellus)
Cellular One-Amarillo (Mobile Streams)
Cellular South (9 Squared)
Centennial, Puerto Rico (Mobile Streams, 9 Squared)
Cingular Wireless (Mobile Streams, 9 Squared, Dwango)
Corr Wireless (Mobile Streams)
Cox Radio Interactive (9 Squared)
Dobson/Cellular One (Mobile Streams)
Edge Wireless (Cellus)
Eloqui (Mobile Streams)
First Cellular (Cellus)
FiveStar Wireless (Cellus)
Great Lakes (Mobile Streams)
Illinois Valley Cellular (Mobile Streams)
Inland Cellular (Mobile Streams)
InterOp (Cellus)
IWireless (Mobile Streams)
Leap Wireless/ Cricket (Mobile Streams, 9 Squared)
Matanuska (Mobile Streams)
Metro PCS (9 Squared)
Mid Tex (Mobile Streams)
Mid-Mo Cellular (Cellus)
Midwest (9 Squared)
Mobile Tel (Mobile Streams)
MobileCraze (Cellus)
MSN (Zingy)
MTV (Zingy)
Nextel (Zingy, Dwango)
NTELOS (9 Squared)
Panhandle (Mobile Streams)
Pine (Mobile Streams)
Pioneer Wireless (Cellus)
Plateau Wireless (Mobile Streams)
Poka Lambro (Mobile Streams)
Preferred Voice (Cellus)
Public Cellular (Mobile Streams)
RingCandy (Cellus)
Rural Cellular Association (9 Squared)
Single Touch Interactive (9 Squared)
Southern Line (Zingy)
Sprint (direct)
SureWest Wireless (Cellus)
T-Mobile (Dwango)
Tracfone (Mobile Streams)
Triton (Zingy)
Trivo Wireless (Mobile Streams, 9 Squared)
Union Tel (Mobile Streams)

US Cellular (9 Squared, Dwango)
Verizon (9 Squared, Dwango)
Viaero Wireless (Mobile Streams)
West Virginia Wireless (Mobile Streams)
Western Wireless (9 Squared, Zingy)
XIT (Mobile Streams)

CONSUMER BRANDS

2thumbz.com (9 Squared)
2wayx.com (9 Squared)
3gAlmet.com (9 Squared)
bellefnet.com (Dwango)
cellphones.ca (9 Squared)
cellspot.com (9 Squared)
cosmogirl.com (Zingy)
espn.com, including BASS and X-Games (Dwango)
ewirelessgames.com (9 Squared)
giga.de (Arvato)
handy.de (Arvato)
happydigits.de (Arvato)
hifi-ringtones.co.uk (Hifi Ringtones)
iamobile.com.au (IAM Mobile)
magicmob.com (Hifi Ringtones)
minifizz.com (Dwango)
mobile.banananetwork.com (9 Squared)
mobile1ringtones.com (9 Squared)
mobiss.Surfermag.com (Cellus)
napstertones.com (Dwango)

onlinetones.com (9 Squared)
pimptones.com (9 Squared)
playboy.com (Dwango)
primetones.com (9 Squared)
Real (Dwango)
ringtonedj.com (9 Squared)
ringtonejukebox.com (9 Squared)
ringtones.com (9 Squared)
ringtonesforphones.com (9 Squared)
rollingstone.com (Dwango)
seventeen.com (Zingy)
sohh.com (9 Squared)
Source Magazine mobile website (Hudson)
T-Online (Arvato)
tamingthebeast.net (9 Squared)
telemob.com (Hifi Ringtones)
us.mob.tv (9 Squared)
usa.ringtoneking.com (9 Squared)

CANADA

Bell (Mobile Streams)
Microcell Fido (Mobile Streams, 9 Squared, Dwango)
Rogers (Mobile Streams, 9 Squared, Dwango)

Dated: January 5, 2006

Ringtone and Mastertone License

THIS AGREEMENT (the "Agreement") is made as of September 6, 2005 ("Effective Date"), by and between Lagardere Active North America, Inc., 1633 Broadway – 40th floor, New York, New York 10019 ("Licensee"), and EMI Entertainment World, Inc., 810 Seventh Avenue, New York, New York 10019 ("EMI", "Publisher"). All capitalized terms in this Agreement are defined in paragraph 1 below, unless otherwise indicated.

WHEREAS, EMI is actively engaged in the business of music publishing and controls the music publishing rights to certain Compositions which are contained in the music publishing catalogs listed on Schedule A, attached hereto and made a part hereof; and

WHEREAS, Licensee desires to obtain and Publisher desires to grant a license to arrange and record one or more Approved Composition(s) for the sole purpose of creating EMI Ringtones and Mastertones that may be distributed as EMI Tones whereby an End-user can receive a copy of the EMI Tone into a Wireless Device ("Licensee's Service"), solely in the manner provided herein and in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. Definitions

As used in this Agreement, the following terms will have the meanings set forth below:

(a) "Composition" means a musical composition which is owned and/or controlled in whole or in part by Publisher, and which is made available, in Publisher's discretion and subject to Publisher's written approval, to Licensee subject to the terms and conditions set forth in this Agreement and subject to any restrictions imposed by Publisher or by any Songwriter Agreements; provided that with respect to any Composition which is or may be owned or controlled by Publisher only in part, the term "Composition" shall refer only to that portion of the musical composition owned or controlled by Publisher. "Approved Composition" means a Composition which, pursuant to paragraph 2 below, has been approved by Publisher as an Approved Composition available for use by Licensee in accordance with the terms and conditions of this Agreement.

(b) "Copy," means a digital transmission(s) or electronic distribution(s) of a single Approved Composition contained in an EMI Tone to an End-user.

(c) "Copies Sold" and "sales" mean one hundred (100%) percent of those Copies digitally transmitted or otherwise electronically distributed to End-users (including without limitation to an End-user's Wireless Device).

(d) "Dollars" and "Cents" mean United States Dollars and Cents.

(e) "EMI Ringtone" and "EMI Mastertone" means a Ringtone and Mastertone, respectively, that features the digital transmission of an Approved Composition, the length of which shall not exceed thirty (30) consecutive seconds, solely in connection with Licensee's Service and in accordance with the terms and conditions of this Agreement. For the purpose of this Agreement, EMI Ringtones and EMI Mastertones collectively shall be referred to as "EMI Tones".

(f) "End-user" means a Wireless Device owner, user, or customer who legally procures from Licensee the sale or distribution of an EMI Tone, for that period of time only during which such transmission right has been legally procured.

(g) "Network" means the Approved Website(s) on which EMI Tones will be made available to End-users, as served from and through the Server, via a range of service channels including Internet, cable, satellite, web, WAP, SMS, or cellular transmission. Licensee at all times shall institute security measures with respect to all aspects of its Network(s) that: (i) prevent any EMI Tones or any underlying Approved Composition from being copied, played, distributed, transmitted, performed, used or exploited, in whole or in part, in any format or by any means other than in the format and by the means permitted by Publisher hereunder; (ii) prevent unauthorized reproduction and distribution of all EMI Tones and any underlying Approved Compositions; (iii) are sufficient, as determined by Publisher, to track and enforce the use limitations and other restrictions described in this Agreement; and (iv) meet or exceed current industry standards as they exist from time to time for the licensed delivery of music via digital transmission (including, without limitation, anti-virus, firewall, password, and anti-hacking protections).

(h) "Person" means any individual, corporation, partnership, association or other organized group or combination of any or all of the foregoing, and their legal successors or representatives.

(i) "Ringtone" means any data that resides or is stored in (whether temporarily or permanently), or which is transmitted to, a Wireless Device, which data causes a predetermined melodic sequence of a musical composition to be reproduced, performed, and/or played for purposes of announcing an incoming call on such Wireless Device in an audio format (i.e., not audiovisual). For the avoidance of doubt, "Ringtone" shall not include (and this Agreement shall not be deemed to grant Licensee any rights to use Compositions in or as), inter alia, Ringbacks or Ringback tones, or so-called enhanced ringtones (e.g., Ringtones that include any visual element). For the purpose of this Agreement, Ringtones that: (i) embody a master sound recording of the Composition or (ii) embody vocal and/or human instrumental performances, shall be referred to as "Mastertones".

(j) "Ringbacks" or "Ringback tones" means the distribution or transmission of a musical composition to a Wireless Device or telephone for the purpose of notifying a caller that the call recipient is being alerted to the incoming call.

(k) "Server" means Licensee's proprietary Internet server which shall be located within the Territory, on which templates of the EMI Tones licensed hereunder will exclusively reside, and from which the EMI Tones will be digitally transmitted or distributed to End-users through the Network. For purposes of clarification, no EMI Tone shall be offered for sale through an Approved Website and permanently stored in an End-user's Wireless Device without first being transmitted from and through the Server.

(l) "Songwriter Agreement(s)" shall mean those agreements pursuant to which Publisher has acquired rights with respect to any Composition.

(m) "Term" has the meaning set forth in paragraph 5(a) below.

(n) "Territory" has the meaning set forth in paragraph 4 below.

(o) "Website" means a collection of interconnected hypertext markup language documents accessible at a single Universal Resource Locator ("URL") via the World Wide Web, owned and operated by the same Person or at the sole direction of such Person. "Approved Website(s)" means the Website(s) having the URL(s) http://www.blingtones.com from which Licensee intends to advertise and market the sale of EMI Tones. In the event Licensee desires an additional Website to become an Approved Website, prior to such website's advertising or marketing of any EMI Tone, Licensee shall complete, execute and submit to Publisher two (2) copies of an Addendum in the form set forth in Schedule C, and if

Publisher returns to Licensee a counter-executed copy of the Addendum (which Publisher may elect to do in its sole discretion), said Website shall be deemed an Approved Website. Licensee shall reasonably cooperate with respect to Publisher's further inquiries concerning any additional Website(s) proposed by Licensee, including without limitation, the nature of business conducted on said Website(s) and by the Person(s) owning and operating or directing the operation of such Website(s), and the accounting and reporting procedures in place between Licensee and the Person(s) owning and operating or directing the operation of such Website(s).

(p) "Wireless Device" means a mobile telephone or a hybrid handheld wireless device that incorporates the telephony or messaging function of a mobile telephone and that operates on a wireless communications network regulated by the U.S. Federal Communications Commission in accordance with its rules and regulations governing commercial mobile radio services. Wireless Devices do not include, without limitation, toys, or games.

(q) Each other expression used herein, unless herein separately defined, shall have the meaning commonly understood in the music publishing industry.

2. Supply of Compositions

(a) The Compositions listed on Schedule B hereto (hereby incorporated herein by this reference) as of the Effective Date are deemed to be Approved Compositions for purposes of this Agreement. From time to time during the Term, Schedule B may be amended by Publisher in its discretion, in which event Publisher shall provide Licensee with a written copy of such revised Schedule B, and upon Licensee's receipt of such revised Schedule B, the Compositions listed on such revised Schedule B shall be deemed to be Approved Compositions for purposes of this Agreement (and to the extent that any Approved Compositions from an earlier version of Schedule B are not listed on such revised Schedule B, such Compositions shall no longer be deemed to be Approved Compositions for purposes of this Agreement). Publisher will use reasonable efforts to clearly indicate for Licensee any additions, deletions and/or corrections to the list of Compositions set forth in any revised Schedule B that is provided to Licensee.

(b) Following the execution of this Agreement and throughout the Term, Licensee may seek Publisher's approval of Compositions that do not appear on Schedule B for use as Approved Compositions for purposes of the creation and transmission of EMI Tones. In such event, Licensee shall notify Publisher in writing of said requested Compositions. If Publisher agrees to consider the approval of such requested Composition(s), it shall provide written notice thereof to Licensee who shall complete, execute and submit to Publisher two (2) copies of an Addendum in the form set forth in Schedule D, and if Publisher returns to Licensee a counter-executed copy of the Addendum (which Publisher may elect to do in its sole discretion), the Compositions set forth in such Addendum shall be deemed Approved Compositions for purposes of this Agreement and the then-current version of Schedule B shall be deemed amended to include such Approved Compositions.

(c) Publisher reserves the right, in its sole discretion, to refuse to approve any Composition(s) for use as Approved Composition(s). For purposes of example, but without limitation, except as otherwise expressly provided by Publisher, as of the Effective Date and throughout the Term, Compositions written in whole or in part by Tracy Chapman, John Lennon, Jeff Lynne, James Taylor, and Stevie Wonder, and the members of the recording artists known as Aerosmith, Foo Fighters, Nirvana, Red Hot Chili Peppers, Tool, the Mars Volta, A Perfect Circle and Savage Garden, and the Composition "You've Got A Friend" (King) are not, and shall not become, Approved Compositions.

(d) Notwithstanding anything to the contrary contained in this Agreement, Licensee shall remove any EMI Tone(s) from the Network(s) within seven (7) business days after Licensee's receipt of notice from Publisher requesting such removal, and as of the end of such seven (7) business day period, and thereafter throughout the Term, Licensee shall not sell, transmit, or otherwise use or exploit such EMI

Tone(s), and shall not permit third parties to do any of the foregoing, for any purpose without Publisher's prior written consent.

3. Grant of Rights

(a) License Grant to Licensee. Subject to the terms and conditions of this Agreement and provided that Licensee has fully complied with such terms and conditions, Publisher hereby grants to Licensee the following non-exclusive, non-transferable limited rights solely during the Term and solely in the Territory:

(i) Arrangement and Recording. To arrange and record, at Licensee's sole expense, one (1) excerpt of each Approved Composition, comprising up to thirty (30) consecutive seconds of such Approved Composition, for use solely in connection with the creation of an EMI Tone based on such excerpt; provided that (A) each EMI Tone shall only contain elements of one (1) Approved Composition (for purposes of example only, an EMI Tone may not include portions of two (2) or more separate Approved Compositions or portions of an Approved Composition together with portions of any other musical composition); (B) the Approved Composition excerpt used to create an EMI Tone shall be a single, continuous excerpt (for purposes of example only, such excerpt may not comprise the first ten (10) seconds and the last twenty (20) seconds of such Approved Composition); (C) no arrangement created in accordance with this paragraph 3(a)(i) shall change the basic melody or fundamental character of an Approved Composition (other than as necessarily resulting from limiting the excerpt of such Approved Composition to thirty (30) consecutive seconds); and (D) all arrangements created in accordance with this paragraph 3(a)(i) shall be subject to the provisions of paragraph 11 below;

(ii) Creation of Single Template or Server Copy. To create a template or server copy of each EMI Tone, which shall be "uploaded" to and reside on the Server for the sole and exclusive purpose of transmitting or distributing EMI Tones to End-users in accordance with the terms and conditions herein;

(iii) Sell Copies To End-Users. To sell Copies of the EMI Tones, on and through the Network, so that an End-user can purchase a Copy of the EMI Tone such that the EMI Tone may be embedded in his or her Wireless Device (it being understood that temporary, transient, non-permanent copies of the EMI Tones incidental to said transmission may be created on the Network, provided (A) no permanent copies of the EMI Tones are stored or cached on the Network except on the Server or on an End-user's Wireless Device and (B) if a security breach in the Network arises, Licensee shall immediately comply with any Publisher request to block access or remove from the Server any EMI Tone so affected);

(iv) Streaming for Promotional Purposes. For each EMI Tone, and subject to Licensee securing all necessary public performance licenses (as described in paragraph 8 below), to "stream" up to thirty (30) consecutive seconds of such EMI Tone to prospective End-users in the form of a digital audio transmission for the sole purpose of previewing or demonstrating such EMI Tone to facilitate its purchase, sale, or licensing through the Network in accordance with this Agreement; provided that Licensee shall not sell, lease, transmit, offer, or otherwise provide any EMI Tone streamed in accordance with this paragraph 3(a)(iv) (including any Approved Composition incorporated therein) as a downloadable file or in any form that would allow any Person to create, store, or retain a copy of all or part thereof.

(b) Restrictions. Notwithstanding any other provision of this Agreement:

(i) This Agreement does not authorize or permit any use or other exploitation of any Composition by Licensee or any third party, except as expressly authorized herein. If any such use or other exploitation is made or permitted by Licensee, this Agreement shall immediately terminate, and all rights and licenses granted to Licensee hereunder shall automatically terminate.

(ii) No license or other rights are granted herein to Licensee or any third party to use any current or future trademarks, service marks, design marks or trade names of or associated with Publisher (such marks and names, collectively, the "EMI Marks"), for any purpose. Licensee may only use the EMI Marks with the prior written approval of Publisher.

(c) With respect to any Approved Composition of which less than one hundred percent (100%) is controlled by Publisher, prior to exercising any of the rights or licenses granted herein in such Approved Composition or any EMI Tone incorporating such Approved Composition, Licensee shall secure all rights and licenses from all applicable co-publisher(s) necessary to exercise, without violating the intellectual property rights or other rights of such co-publisher(s) or any third party, the rights and licenses granted herein.

(d) Nothing contained herein shall grant Licensee the right to use any particular recording of an Approved Composition.

(e) Without limiting any other provision of this Agreement, with respect to any third party rights that are necessary to be obtained by Licensee in connection with any EMI Tone or any recording or performance incorporated into or used to arrange any EMI Tone, Licensee shall be responsible for obtaining such rights at its sole expense.

4. Territory

The "Territory" covered during the Term shall be the United States, its territories and possessions (including Puerto Rico), and Canada.

5. Term

(a) The "Term" of this Agreement is one (1) year, commencing September 7, 2005, and terminating September 6, 2006.

(b) Notwithstanding the foregoing, EMI may terminate the entire grant of rights contained in this Agreement and/or the grant of rights with respect to a particular Approved Website, at any time for any reason upon thirty (30) days prior written notice to Licensee. Promptly thereafter, Licensee shall furnish Publisher with a written confirmation that it has performed any/all takedowns of EMI Tones from the Server necessary to comply with the applicable termination of rights by Publisher.

(c) If Licensee has failed to fully launch its services for any reason as contemplated upon execution of this Agreement in accordance with the rights granted to Licensee herein, as of June 1, 2005, (i) this Agreement shall immediately terminate and all terms and conditions hereof will be deemed null and void as of such date, (ii) any and all EMI Tones created by Licensee shall remain the sole property of Publisher as of such date, and Licensee shall immediately assign and transfer any and all rights therein to Publisher, (iii) Licensee shall immediately take down all EMI Tones as of such date and all of Licensee's rights in and to EMI Tones shall immediately terminate, and (iv) upon Publisher's written request, all EMI Tones in Licensee's possession or control shall be promptly destroyed by Licensee, and Licensee will deliver an affidavit to Publisher attesting to such destruction.

6. Advance / Royalties

(a) As used herein, "Publisher's Prorata Share" shall mean that proportion of Publisher's ownership of the applicable Composition, as set forth on the Schedule D Addendum.

(b) In consideration of the rights granted hereunder, upon execution of this Agreement Licensee shall pay to Publisher the sum of ONE THOUSAND ($1,000.00) Dollars, as a non-returnable

advance, recoupable solely from royalties otherwise payable for each Copy Sold as of the commencement hereof pursuant to this paragraph 6 ("Advance").

(c) (i) Pursuant to the terms and conditions of paragraph 7 below, Licensee shall pay Publisher for each Copy Sold a royalty equal to Publisher's Prorata Share of:

(A) TEN (10%) percent of the retail selling price of each Copy Sold, with a minimum royalty for each Copy Sold of TWELVE ($0.12) Cents with respect to EMI Ringtones; and

(B) TEN (10%) percent of the retail selling price of each Copy Sold, with a minimum royalty for each Copy Sold of FIFTEEN ($0.15) Cents with respect to EMI Mastertones;

(ii) In the event a recurring fee is charged an End-user to retain a Copy, said charge shall be deemed a royalty-bearing event. For clarity, Licensee shall pay Publisher the applicable royalty pertaining to any Copy each time a recurring payment is made to retain said Copy (or to access said EMI Tone embodied therein) on an End-user's Wireless Device. For purposes of calculating the royalty payable, if applicable, the recurring fee shall be deemed to be the original retail selling price and each time the Copy is thereby retained shall be considered a new "Copy Sold" and a royalty shall thereby be payable.

(iii) In the event a Copy is made to time-out on a Wireless Device and one is made to re-download or otherwise re-acquire said EMI Tone for reasons other than technical failure, said event shall be deemed a royalty-bearing event. For clarity, and notwithstanding the previous sentence, Licensee shall pay Publisher the applicable royalty pertaining to each Copy Sold, irrespective of whether the recipient had previously acquired the same EMI Tone embodied in such Copy Sold.

(iv) In the event a Copy is offered in a form other than individually (e.g., said EMI Tone is made available as part of a bundle or package of wireless content applications, the royalty due in connection with such Copy shall be Publisher's Pro Rata Share of the greater of: (A) TEN (10%) percent of a fraction whose numerator equals the bundle's sale price and whose denominator equals the number of royalty-bearing content applications, or (B) the minimum royalty for each Copy Sold set forth paragraph 6(c)(i) above. By way of example, if Licensee charges $10 for a bundle of eight (8) royalty-bearing content applications (one of which is a Copy), then the royalty applicable to said Copy shall be Publisher's Prorata Share of $0.125, i.e., 10% of ($10 ÷ 8).

(v) In the event a recurring transmission fee, in addition to the original EMI Tone purchase fee, is charged to an End-user each time an End-user hears the EMI Tone (*e.g.*, a Ten Cent ($0.10) recurring transmission fee is charged to an End-user each time he/she hears an EMI Tone), Licensee shall pay Publisher for each such Copy Publisher's Prorata Share of Ten percent (10%) of such transmission fee, in addition to the Royalty otherwise set forth in this paragraph 6.

(d) In the event an Approved Composition is controlled less than one hundred (100%) percent by Publisher or if the Songwriter Agreements require direct payments to certain third parties, upon Publisher's request, Licensee shall make direct payments to such applicable co-publishers or other third parties.

(e) In the event Licensee agrees to (or has agreed to) pay to a co-publisher of an Approved Composition, a publisher of any musical composition or a licensor of any sound recording embodying an Approved Composition used in any Ringtone or Mastertone, compensation or consideration in excess of the compensation or consideration to be paid to Publisher hereunder (collectively, "Excess Compensation"), then effective as of the date of such agreement, Licensee shall immediately pay to Publisher an amount equal to such Excess Compensation and this Agreement shall be deemed amended effective as of the date of such agreement to include such more favorable compensation provision. In the event the Approved Composition is not entirely controlled by Publisher, the Excess Compensation shall be based upon and shall reflect Publisher's Pro Rata Share. Upon request, Licensee shall supply to Publisher copies of all agreements between Licensee and third party licensors by which rights are

granted for the use of any sound recording or musical compositions (including Approved Compositions) in Ringtones and/or in Mastertones.

7. Accounting

(a) Together with the payment of all applicable sums due Publisher pursuant to paragraph 6 above, Licensee shall render Publisher accounting statements on a quarterly basis, (which shall be provided electronically, along with a hard paper copy), indicating, on a country-by-country, EMI Tone-by-EMI Tone (including the title, writers' name(s), and applicable Publisher-supplied EMI song code for each Approved Composition), and Approved Website-by-Approved Website basis, the number of Copies Sold or otherwise distributed and/or digitally delivered in each country of the Territory, within forty-five (45) days following the last day of each calendar quarter during which such rights are granted herein, whether or not Licensee sold or otherwise distributed Copies within such quarterly period. In addition, the accounting statement shall indicate, with respect to each Copy Sold, the retail selling price therefor, whether said Copy Sold was the result of a first-time transmission or a repeat transmission/recurring charge, and any other information necessary to determine how the applicable royalty for each Copy Sold was calculated.

(b) In addition to providing quarterly accounting statements, Licensee shall, within ninety (90) days of the Effective Date, provide Publisher, upon request, with online, real-time access to the Server in order to permit the accurate identification, tracking and verification of copies of all EMI Tones, and any other data item to be enumerated on accounting statements pursuant to subparagraph (a) above.

(c) Licensee agrees to keep and maintain true and accurate records and books of account in connection with the sale of Copies and all transactions related thereto or otherwise contemplated under this Agreement, and shall retain all such records and books for a period of not less than four (4) years following the termination of this Agreement. Publisher, by its designated representative, shall have the right, upon reasonable written notice, and during normal office hours, to examine the books and records of Licensee, at Licensee's regular place of business where the books and records are maintained, as the same pertain to the subject matter of this Agreement and to make copies and extracts thereof. Licensee shall cooperate with Publisher's representative to assist them in understanding all such material. If, as a result of any audit, it is determined that Licensee has understated the royalties due to Publisher, Licensee shall immediately pay to Publisher the amount of such underpayment. If, as a result of any audit, it is determined that Licensee has understated the royalties due to Publisher by ten (10%) percent or more, Licensee shall pay to Publisher the amount by which royalties have been understated and shall reimburse Publisher for the cost of the audit.

(d) All checks shall be in United States Dollars, shall be made payable to EMI Music Publishing and unless Publisher notifies otherwise, shall be sent to the address indicated in paragraph 15 below. All accountings and payments must be received by Publisher on the date such payment and statement are due, according to the terms of this Agreement, time being of the essence hereof. No payments shall be diminished or reduced in any manner for any reason, including without limitation, any withholdings, currency restrictions, exchanges or taxes. Upon written request, Publisher shall provide Licensee with a current W-9 form for each music publishing catalog receiving payment.

(e) It is understood and agreed that there shall be no "free" or "bonus goods" of the EMI Tones, as such term is understood in the industry, i.e., all Copies Sold, distributed, transmitted, or delivered, regardless of price, shall bear a full royalty hereunder.

(f) Without limiting Publisher's rights and remedies hereunder, at law or in equity: (i) past-due payments are subject to and to be accompanied by payment of interest thereon at the prime rate as established on the due date by The Bank of New York plus two (2%) percent compounded daily and computed from the date(s) upon which each such payment(s) first became due until the date(s) upon which each such payment(s) is remitted to Publisher; and (ii) Licensee shall reimburse Publisher, within five (5) days from receipt of its invoice, for Publisher's reasonable attorney's fees and costs arising out of the occurrence of any Default Event (as defined in paragraph 14), including, without limitation, any failure by Licensee timely to render statements and account to Publisher with respect to royalties which accrue to Publisher in connection with Licensee's exploitation of its rights pursuant to the applicable provisions hereof.

8. No Performance Right Grant

(a) No right of public performance is granted under this Agreement, such right being licensed by the American Society of Composers, Authors and Publishers ("ASCAP"), Broadcast Music Inc. ("BMI"), and the Society of European Stage Authors and Composers ("SESAC") in and for the United States, and the Society of Composers, Authors and Music Publishers ("SOCAN") in and for Canada, as applicable.

(b) Any public performance of an Approved Composition as embodied in an EMI Tone, including without limitation pursuant to paragraph 3(a)(iv) above, not otherwise licensed by ASCAP and/or BMI and SOCAN, as applicable, shall be licensed by Licensee from Publisher or from Publisher's authorized agent. If said license is to be secured from Publisher, Publisher agrees to negotiate in good faith and the issuance of such license shall be in accordance with the customary industry practices and fees. Irrespective of the foregoing, it is understood that clearance by performance rights societies in such portion of the Territory as is outside of the United States will be in accordance with their customary practices and the payment of their customary fees.

9. Restrictions and Reservations of Rights

(a) This Agreement does not authorize or permit any use of a Composition not expressly set forth herein and does not include the right to alter the fundamental character of the music of an Composition, and, specifically, the terms of this Agreement are limited to the use of each Approved Composition only as originally fixed in the EMI Tone. Publisher reserves all rights not expressly granted to Licensee hereunder. All rights granted hereunder are granted on a non-exclusive basis.

(b) No Composition may be used in a dramatic fashion, as such term is understood in the industry, or in any manner which could be considered in bad taste or offensive; i.e. each Approved Composition shall be used with regard to social convention and decency so as not to bring such Composition, the composers thereof, or Publisher into public disrepute or reflect adversely on the Composition, the composers thereof, or Publisher. No individual Composition may be used in connection with any product, any service, or in the branding, marketing, advertising or promotion of any product, service or event.

(c) Without limiting the force and effect of the foregoing, and without intending to provide an exhaustive list of prohibitive acts, this Agreement does not include the rights to: (i) rent or lease an EMI Tone; (ii) sell or otherwise distribute EMI Tones except for the personal use of individual Wireless Device owners; (iii) parody the music or lyrics of an Approved Composition; (iv) make, sell or distribute phonorecords of an Approved Composition; (v) utilize a sound recording and/or audiovisual master(s) not owned or separately licensed by Licensee; (vi) synchronize (or authorize others to synchronize) any Approved Compositions with visual images or events or include any Approved Composition in any audio-visual work, including without limitation in commercials or games; (vii) use the title of an Approved Composition except for factual and/or descriptive purposes for identifying the EMI Tones available to for purchase; (viii) use any Composition that is not a Approved Composition in any way; or (ix) use an Approved Composition on any broadcast/cablecast or on-line services (whether viewable in real time or downloadable) not specifically enumerated in this Agreement, or on any interactive program, platform, media or storage device, or any promotional use not specifically enumerated herein. Any occurrence of the above-noted items by Licensee or authorized by Licensee shall render all aspects of the Agreement immediately null and void and this Agreement shall terminate.

(d) Except for listing on the Network the composers' names for factual and/or descriptive purposes for identifying the EMI Tones available for purchase, no right whatsoever is being granted hereunder to use or authorize other Persons to use the names (including any professional names, previously, now or hereafter used), facsimile signatures, voices, likenesses or biographical material of, concerning, or regarding any of the composers of a Composition for any purpose whatsoever, including,

without limitation, for purposes of exploitation of an EMI Tone on the Network. In no event shall a name of a composer of a Composition be featured more or less prominently than any other composer's name.

10. Warranties and Representations/Indemnity

(a) Publisher warrants only that it has the legal right, power and authority to grant this license and this license is given and accepted without any other warranty or recourse. Publisher hereby agrees to indemnify and hold harmless Licensee and its respective officers, directors, agents, and employees (hereinafter, the "Indemnitees") from and against any and all liabilities, damages, costs, charges, recoveries, judgments, penalties, expenses or losses of whatsoever kind or nature, actually incurred by the Indemnitees (including reasonable attorneys' fees and disbursements) which may be obtained against, imposed upon or suffered by the Indemnitees or any of them, by reason of any breach by Publisher of any of its warranties or representations hereunder. In no event shall the total liability of Publisher in connection with the rights granted for each Approved Composition licensed hereunder exceed the consideration received by Publisher in connection with the licensing of said Approved Composition. Licensee will give Publisher prompt notice of any claim and Publisher will have the right to assume the defense thereof at Publisher's expense.

(b) Licensee represents and warrants that:

(i) there are no actions, suits, proceedings, agreements or other impediments, actual or threatened, which would prevent or impair it from performing its duties and obligations hereunder; and

(ii) it is fully empowered to enter into this Agreement and to perform its duties and obligations hereunder, that it is and shall at all times remain possessed of all rights necessary for it to completely fulfill all of its material obligations hereunder, and that its entering into this Agreement and fulfilling such obligations (including but not limited to maintenance of the Network) does not and shall not infringe upon the rights of any Person whatsoever.

(c) Licensee further represents and warrants that it shall obtain or secure (and maintain during the Term) all necessary and required licenses concerning:

(i) intellectual properties furnished or selected by Licensee and contained in any materials used in connection with the marketing, sale or distribution of Ringtones as authorized hereunder, including without limitation name and likeness rights, and that said materials shall not violate or infringe upon the rights of any third party, including without limitation intellectual property rights and/or rights of privacy and publicity; and

(ii) intellectual properties furnished or selected by Licensee and contained in an EMI Tone not licensed hereunder including that portion of the music publishing rights in and to each Approved Composition not controlled by Publisher; and that said materials shall not violate or infringe upon the rights of any third party, including without limitation intellectual property rights and/or rights of privacy and publicity.

(d) Licensee agrees to fully indemnify Publisher and hold Publisher (and its officers, directors, and employees) harmless of and from any and all liabilities, claims, causes of actions, damages, interest, charges, recoveries, judgments, penalties, expenses or losses of whatsoever kind of nature, (including without limitation, legal expenses and counsel fees and disbursements) of any kind whatsoever which may be occasioned, suffered or incurred by Publisher, either directly or indirectly, in whole or in part, resulting from or in connection with any breach or threatened breach by Licensee of any of the terms, covenants, representations and warranties contained herein, and/or any claim by any Person inconsistent with any of the representations, warranties and covenants hereunder. In addition, Licensee will reimburse Publisher on demand for any payment made at any time after the date hereof for any liability or claim to which this clause relates that has resulted in a judgment against Publisher or which has been settled with the written consent of Licensee (which consent shall not unreasonably be

withheld). Publisher will give Licensee prompt notice of any claim and Licensee will have the right to assume the defense thereof at Licensee's expense.

11. Arrangements/Copies

All EMI Tones (including the master recordings created by Licensee not otherwise owned by record companies) shall be the sole and exclusive property of Publisher from inception, and Licensee hereby sells, assigns and transfers all right, title and interest in and to each such EMI Tone and master recording to Publisher, including without limitation all copyright registrations and applications, and all renewals and extensions thereof, throughout the world. Any arrangement(s) which Licensee shall cause to be made of an Approved Composition in the creation of an EMI Tone shall be made at Licensee's own expense and shall be created only as the result of employment-for-hire and such arrangement shall be "Work Made For Hire" for Publisher, as such term is used in the United States Copyright Law. Licensee hereby sells, assigns and transfers any such arrangement(s) and all right title and interest in and to each such arrangement to Publisher and the worldwide copyright and renewals and extensions of copyright therein. Licensee warrants and represents that all Persons rendering services in connection with the creation of EMI Tones shall have executed, prior to the commencement of creation of any EMI Tone to which such Persons have contributed, written agreement(s), in full compliance with the laws of the United States and other countries, stating that those EMI Tones and any arrangements on which such EMI Tones are based, are considered a work made for hire for Publisher and irrevocably assigning all such Person's rights throughout the Territory in perpetuity, including without limitation copyrights, in those EMI Tones and other materials to Publisher. Upon Publisher's request, Licensee will cause to be executed and delivered to Publisher all assignments and transfers of ownership of copyright (including without limitation all copyright registrations and applications, and all renewals and extensions thereof) in the EMI Tones and any arrangements on which such EMI Tones are based, and any other documents as Publisher may deem necessary or appropriate to vest in Publisher the rights granted to Publisher in this Agreement. Neither Licensee nor any arranger shall be entitled to authorship credit or status as a collaborator or any remuneration by way of royalty or otherwise from the authors of such Approved Composition or from Publisher or any of Publisher's designated agents. No arrangement shall change the basic melody of any Approved Composition.

(b) Licensee shall enable Publisher freely and without charge or expense to receive EMI Tones to ensure Licensee's adherence with and to the terms and conditions of this Agreement. Any such receipt by Publisher will not constitute a Copy and will not be deemed a royalty-bearing event.

12. Ownership

Except as expressly permitted in this Agreement, Licensee shall not at any time, directly or indirectly, license, transfer, assign, sell or otherwise dispose of, pledge, mortgage or in any way encumber any Composition or any interest of any kind therein, and/or any right or license granted hereunder and any such purported license, transfer, assignment, sale, disposal, pledge, mortgage or encumbrance shall be void and of no effect.

13. No Partnership

Nothing herein contained shall create any association, partnership, joint venture or relationship of principal and agent between the parties hereto; it being understood that the parties hereto are, with respect to each other, independent contractors, and neither party shall have any authority to bind the other or the other's representatives in any way and shall not hold itself out to any Person as having authority.

14. Event of Default/Cure

(a) As used herein, the term "Event of Default" shall mean any of the following events: (i) Licensee's failure or inability to fulfill any of its material obligations hereunder for any reason; (ii) Licensee's dissolution or the liquidation of any substantial portion of its assets; (iii) the filing by or against Licensee of a petition for liquidation or reorganization or the commencement of an action against it under any applicable bankruptcy or insolvency legislation as now or hereafter in effect or under any similar statute relating to liquidation or reorganization or Licensee's consenting to any of the foregoing; (iv) the appointment of a trustee, receiver, custodian or similar appointee for Licensee for any of its property or Licensee consenting to any such appointment; (v) Licensee's making of an assignment for the benefit of creditors; (vi) Licensee becoming insolvent; (vii) Licensee's failure to pay, or admission in writing of its inability to pay, its debts as they come due; (viii) Licensee's receipt of a "going concern" notification or similar qualification; (ix) a reduction of ten percent (10%) or more in Licensee's workforce; (x) Licensee's report of a quarterly loss for four (4) consecutive quarters; or (xi) any action by Licensee which jeopardizes any material right or remedy of Publisher hereunder. In the event that any of the matters described in this paragraph 14(a) occurs, Licensee shall provide prompt written notice thereof to Publisher.

(b) Without limiting or affecting the rights or remedies which Publisher may have under this Agreement or at law or equity, with respect to Licensee's obligations under this Agreement, it is agreed that if an Event of Default occurs or in the event of a breach on the part of Licensee, Publisher may notify Licensee in writing of such default or breach and Licensee shall have ten (10) business days from receipt of such notice in which to cure such Event of Default or breach. If such breach or Event of Default is not curable or is not cured within said ten (10) business day period, this Agreement shall automatically terminate and Licensee shall be deemed to have automatically and irrevocably assigned and transferred to Publisher, without further consideration, all right, title and interest in and to all EMI Tones (including the master recordings created by Licensee not otherwise owned by co-publishers or record companies), to the extent that such rights and interests have not already been assigned to or vested in Publisher; provided, however, that with respect to any breach or default concerning the payment of any monies whatsoever, this Agreement shall automatically terminate and the aforesaid assignment and vesting shall occur if such particular breach is not remedied within five (5) business days from the date of the notice. Publisher, in the event of any automatic termination under this paragraph and without prejudice to any other rights and remedies, shall have rights and remedies for copyright infringement, including injunctive relief.

(c) The termination of this Agreement pursuant to this paragraph shall render the further exploitation of an EMI Tone actionable as an act of copyright infringement fully subject to the remedies provided by the Copyright Act, Title 17, of the United States Code, together with other legal and equitable remedies available to Publisher.

15. Notices

Any and all notices, consents, approvals, demands, other communications and payments hereunder shall be hand delivered or sent by certified mail, return receipt requested, at the address below (or at such other address hereafter designated by either party in writing) as follows:

To Publisher: EMI Music Publishing
810 Seventh Avenue
New York, New York 10019
Attention: Kristin Berhalter

To Licensee: As set forth in the heading of this Agreement.

Any notice shall be deemed complete when the same (containing whatever information may be required hereunder) is deposited in any mail box properly addressed and sent as aforesaid, except that: (a) all materials personally delivered shall be deemed served when actually received by the party to whom addressed; (b) air express materials shall be deemed served on the day of delivery to the air express company; (c) notices of change of address shall be effective only from the date of receipt; and (d) royalty statements may be sent by regular mail and shall be deemed rendered when actually received by Publisher.

16. Governing Law

This Agreement has been entered into and delivered in the State of New York and the validity, interpretation and legal effect of this Agreement shall be governed by and construed in accordance with the internal laws of the State of New York applicable to contracts entered into and performed entirely within the State of New York. Only the New York courts (state and federal) will have jurisdiction over any controversies regarding this Agreement, and the transactions contemplated by this Agreement; any action or other proceeding which involves such a controversy will be brought in those courts, in New York County, and not elsewhere. Licensee hereby irrevocably submits to the jurisdiction of the New York courts (state and federal) in any such action or proceeding and irrevocably waives any right to contest the jurisdiction (in rem or in personam) or power or decision of that court within or without the United States other than appropriate appellate courts having jurisdiction over appeals from such court(s). Licensee also irrevocably waives any defense of inconvenient forum to the maintenance of any such action or proceeding. Any process in any action or proceeding may, among other methods, be served upon Licensee by delivering or mailing it in accordance with paragraph 15. Any such delivery or mail service shall be deemed to have the same force and effect as personal service within the State of New York.

17. Assignment; Change of Control

This Agreement, and the rights, opportunities and obligations created pursuant to this Agreement, are not assignable or transferable in any manner by Licensee, nor shall Licensee sublicense or delegate any of its rights or obligations without the prior written consent of Publisher, not to be unreasonably withheld. EMI may assign this Agreement and any of its rights hereunder in whole or in part to any Person which controls, which is controlled by, or which is under common control with, EMI and/or each such Publisher or which is in partnership with EMI and/or each such Publisher; and/or to any parent, affiliated or subsidiary company or corporation, or to a Person owning, or acquiring, all or a substantial part of EMI and/or each such Publisher's stock and/or assets or with whom EMI and/or each such Publisher may merge or be merged, in which case Licensee shall not be released from its obligations hereunder.

18. Confidentiality; Publicity

Licensee and EMI agree that all information with respect to this Agreement, whether furnished by EMI to Licensee or otherwise acquired by Licensee in the course of business with EMI, shall be kept confidential. Such information shall not be disclosed at any time to any Person except to the extent required by an order of a court or other tribunal having jurisdiction or pursuant to rules and regulations of a governmental body. Notwithstanding the foregoing, the parties acknowledge and agree that in certain situations, such as where copublishers of an Approved Composition, publishers of other compositions and/or master owners require a favored nations provision, the information contained in this Agreement may have to be divulged with respect to monies payable and rights granted. Licensee and EMI may not use the other party's name in news releases, articles, brochures and marketing and/or promotional materials, without the other party's prior written approval.

19. Entire Agreement

(a) This Agreement sets forth the entire understanding between the parties hereto with respect to the subject matter hereof, and merges and extinguishes all prior understandings, negotiations,

and agreements. No amendment to or modification, waiver, termination, or discharge of this Agreement or of any provision hereof shall be binding unless confirmed by a written instrument duly executed by the party to be charged therewith. Any process in any action, suit, or proceeding arising out of or relating to this Agreement may, among other methods, be served upon the applicable party by delivering it or mailing it in accordance with paragraph 15 above. No waiver of any provision of or default under this Agreement shall affect the right of either party thereafter to enforce such provision or to exercise any right or remedy in the event of any other default, whether or not similar.

(b) If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not essential to the intended operation of this Agreement.

20. Miscellaneous

This Agreement shall apply for the Term hereof only, and shall not be binding upon or prejudicial to any position taken by Publisher or Licensee for any period subsequent to the Term of this Agreement. The captions of paragraphs contained in this Agreement are for reference only and are not to be construed in any way as a part of the Agreement. This Agreement shall not become effective until executed by all proposed parties hereto.

IN WITNESS WHEREOF, the parties have caused the foregoing to be executed as of the date first above written.

EMI Entertainment World, Inc.

By: _____
Publisher

Lagardere Active North America, Inc

By: _____
Licensee

SCHEDULE A

(List of Publishing Catalogs)

AVON GATE MUSIC INC. (BMI)
BARHAM BOULEVARD MUSIC, INC. (BMI)
BEECHWOOD MUSIC CORP. (BMI)
BURBANK PLAZA MUSIC, INC. (ASCAP)
CARWIN MUSIC INC. (ASCAP)
COLGEMS-EMI MUSIC INC. (ASCAP)
COMBINE MUSIC CORP. (BMI)
EMI AFFILIATED CATALOG INC. (BMI)
EMI AL GALLICO MUSIC CORP. (BMI)
EMI ALGEE MUSIC CORP. (BMI)
EMI APRIL MUSIC INC. (ASCAP)
EMI BELFAST MUSIC, INC. (BMI)
EMI BMPC CORP. (ASCAP)
EMI BLACKWOOD MUSIC INC. (BMI)
EMI BRILLIG MUSIC, INC. (ASCAP)
EMI DUCE MUSIC, INC. (ASCAP)
EMI EASY LISTENING MUSIC CORP. (ASCAP)
EMI FEIST CATALOG INC. (ASCAP)
EMI FULL KEEL MUSIC (ASCAP)
EMI GOLD HORIZON MUSIC CORP. (BMI)
EMI GOLDEN TORCH MUSIC CORP. (ASCAP)
EMI GROVE PARK MUSIC, INC. (BMI)
EMI HASTINGS CATALOG INC. (BMI)
EMI INTERTRAX MUSIC INC. (BMI)
EMI JEMAXAL MUSIC INC. (ASCAP)
EMI LONGITUDE MUSIC (BMI)
EMI MILLER CATALOG INC. (ASCAP)
EMI MILLS MUSIC, INC. (ASCAP)
EMI MOGULL, INC. (ASCAP)
EMI NORBUD MUSIC, INC. (BMI)
EMI NTM HOLDINGS, INC. (ASCAP)
EMI PST HOLDINGS, INC. (ASCAP)
EMI ROBBINS CATALOG INC. (ASCAP)
EMI SOSAHA MUSIC INC. (BMI)
EMI SLITHY SONGS, INC. (BMI)
EMI TSM HOLDINGS, INC. (BMI)
EMI U CATALOG INC. (ASCAP)
EMI UNART CATALOG INC. (BMI)
EMI VARIETY CATALOG INC. (ASCAP)
EMI VINE MUSIC, INC. (BMI)
EMI VIRGIN MUSIC, INC. (ASCAP)
EMI VIRGIN SONGS, INC. (BMI)
EMI WATERFORD MUSIC, INC. (ASCAP)
EMI WORLDTRAX MUSIC INC. (ASCAP)
FORAY MUSIC (SESAC)
GLENWOOD MUSIC CORP. (ASCAP)
JOBETE MUSIC CO., INC. (ASCAP)
NEW TANDEM MUSIC, INC. (ASCAP)
SCREEN GEMS-EMI MUSIC INC. (BMI)
STONE DIAMOND MUSIC CORPORATION (BMI)
TRIPLE STAR MUSIC, INC. (BMI)

SCHEDULE B

(List of Approved Compositions)

SCHEDULE C

(pursuant to paragraph 1(o))

ADDENDUM OF RIGHTS

ADDENDUM to the Agreement dated January 5, 2006, effective as of September 6, 2006 by and between EMI Entertainment World, Inc. and Lagardere Active North America, Inc. (the "Agreement"). Upon the full execution of this Addendum by the parties hereto, the following additional Website(s) is/are deemed Approved Website(s), and thus part of the Network, effective as of the date set forth below:

1. The URL(s) of the Website(s) proposed for approval pursuant to this Addendum, and the date on which EMI Tones first shall be marketed thereon, is/are:

http://www.wickedbetty.com Date: 9/7/05

http://www.barriomobile.com Date: 9/7/05

2. All terms not defined herein shall have the same meaning given them in the Agreement. Except as expressly or by necessary implication modified hereby, the terms and conditions of the Agreement remain in full force and effect, and are hereby ratified and affirmed without limitation or exception.

IN WITNESS WHEREOF, the parties have caused the foregoing ADDENDUM to be executed as of this 16 day of January, 2006.

EMI Entertainment World, Inc.

By: _____
Publisher

Lagardere Active North America, Inc

By _____
Licensee

SCHEDULE D

(pursuant to paragraph 2(b))

ADDENDUM OF RIGHTS

ADDENDUM to the Agreement dated January 5, 2006, effective as of September 6, 2006 by and between EMI Entertainment World, Inc. and Lagardere Active North America, Inc (the "Agreement"). Upon the full execution of this Addendum by the parties hereto, the following listed Composition(s) are deemed Approved Composition(s) under the Agreement, effective as of the date set forth below:

1. The Composition(s) subject to this Addendum is/are:

["TITLE"] composed by ["WRITER(S)" (%)].

2. The Territory shall be as per the Agreement, [excluding, in the case of the Composition entitled _____, the country(ies) of _____.]

3. All terms not defined herein shall have the same meaning given them in the Agreement. Except as expressly or by necessary implication modified hereby, the terms and conditions of the Agreement remain in full force and effect, and are hereby ratified and affirmed without limitation or exception.

IN WITNESS WHEREOF, the parties have caused the foregoing ADDENDUM to be executed as of this _____ day of _____, 2006.

EMI Entertainment World, Inc.

By: _____
Publisher

Lagardere Active North America, Inc

By _____
Licensee

Ringtone License

THIS AGREEMENT (the "Agreement") is made as of November 1, 2005 ("Effective Date"), by and between Encore, Inc. ("Licensee"), 999 N. Sepulveda Blvd, Suite 700, El Segundo, CA 90245 Attention: Mike Bell and EMI Music Publishing ("EMI" or "Publisher"), 810 Seventh Avenue, New York, New York 10019. All capitalized terms in this Agreement are defined in paragraph 1 below, unless otherwise indicated.

WHEREAS, EMI is actively engaged in the business of music publishing and controls the music publishing rights to certain Compositions which are contained in the music publishing catalogs owned and/or controlled by EMI; and

WHEREAS, Licensee desires to obtain and Publisher desires to grant a license to arrange and record one or more Approved Composition(s) for the sole purpose of creating EMI Ringtones that may be distributed whereby an End-user can receive a copy of the EMI Ringtone into a Wireless Device ("Licensee's Service"), solely in the manner provided herein and in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. Definitions

As used in this Agreement, the following terms will have the meanings set forth below:

(a) "Composition" means a musical composition which is owned and/or controlled in whole or in part by Publisher, and which is made available, in Publisher's discretion and subject to Publisher's written approval, to Licensee subject to the terms and conditions set forth in this Agreement and subject to any restrictions imposed by Publisher or by any Songwriter Agreements; provided that with respect to any Composition which is or may be owned or controlled by Publisher only in part, the term "Composition" shall refer only to that portion of the musical composition owned or controlled by Publisher. "Approved Composition" means a Composition which, pursuant to paragraph 2 below, has been approved by Publisher as an Approved Composition available for use by Licensee in accordance with the terms and conditions of this Agreement.

(b) "Copy," means a digital transmission(s) or electronic distribution(s) of a single Approved Composition contained in an EMI Ringtone to an End-user, either via the Network (as defined below) or via an Encore CD (as defined below).

(c) "Copies Sold" and "sales" mean one hundred (100%) percent of those Copies digitally transmitted or otherwise electronically distributed to End-users (including without limitation to an End-user's Wireless Device), either via the Network or via an Encore CD.

(d) "Dollars" and "Cents" mean United States Dollars and Cents.

(e) "EMI Ringtone" means a Ringtone that features the digital transmission of an Approved Composition, the length of which shall not exceed sixty (60) consecutive seconds, solely in connection with Licensee's Service and in accordance with the terms and conditions of this Agreement.

(f) "Encore CD" means a compact disc which will contain PC software that will enable users to download ringtones from the Website (as defined in 1(q) below to their wireless devices.

(g) "Encrypt", "Encryption" and "Encrypted" mean the process of transforming data into an

unintelligible form in such a way that the original data either cannot be reproduced or used by a consumer, or can be reproduced or used only by utilization of a decryption process.

(h) "End-user" means a Wireless Device owner, user, or customer who legally procures from Licensee the sale or distribution of an EMI Ringtone, for that period of time only during which such transmission right has been legally procured.

(i) "Network" means the Website and Approved Additional Websites on which EMI Ringtones will be made available to End-users, as served from and through the Server, via a range of service channels including Internet, cable, satellite, web, WAP, SMS, or cellular transmission. Licensee at all times shall institute security measures with respect to all aspects of its Network(s) that: (i) prevent any EMI Ringtones or any underlying Authorized Composition from being copied, played, distributed, transmitted, performed, used or exploited, in whole or in part, in any format or by any means other than in the format and by the means permitted by Publisher hereunder; (ii) prevent unauthorized reproduction and distribution of all EMI Ringtones and any underlying Authorized Compositions; (iii) are sufficient, as determined by Publisher, to track and enforce the use limitations and other restrictions described in this Agreement; and (iv) meet or exceed current industry standards as they exist from time to time for the licensed delivery of music via digital transmission (including, without limitation, anti-virus, firewall, password, and anti-hacking protections).

(j) "Person" means any individual, corporation, partnership, association or other organized group or combination of any or all of the foregoing, and their legal successors or representatives.

(k) "Ringtone" means any data that resides or is stored in (whether temporarily or permanently), or which is transmitted to, a Wireless Device, which data causes a predetermined instrumental melodic sequence of a musical composition to be reproduced, performed, and/or played for purposes of announcing an incoming call on such Wireless Device in an audio-only format (i. e., not audiovisual). For the avoidance of doubt, "Ringtone" shall not include (and this Agreement shall not be deemed to grant Licensee any rights to use Composition in or as), inter alia, Ringbacks, Ringback tones, or so-called enhanced ringtones (e.g. Ringtones that include any visual element). For the purpose of this Agreement, Ringtones that: (i) embody a master sound recording of the Composition or (ii) embody vocal and/or human instrumental performances shall be referred to as "Mastertones" or "Trutones".

(l) "Ringbacks" or "Ringback tones" means the distribution or transmission of a musical composition to a Wireless Device or telephone for the purpose of notifying a caller that the call recipient is being alerted to the incoming call.

(m) "Server" means Licensee's proprietary Internet server which shall be located within the Territory, on which templates of the EMI Ringtones licensed hereunder will exclusively reside, and from which the EMI Ringtones will be digitally transmitted or distributed to End-users through the Network. For purposes of clarification, no EMI Ringtone shall be offered for sale through the Website or through an Approved Additional Website and permanently stored in an End-user's Wireless Device without first being transmitted from and through the Server.

(n) "Songwriter Agreement(s)" shall mean those agreements pursuant to which Publisher has acquired rights with respect to any Composition.

(o) "Term" has the meaning set forth in paragraph 5(a) below.

(p) "Territory" has the meaning set forth in paragraph 4 below.

(q) "Website" means a collection of interconnected hypertext markup language documents accessible at a single Universal Resource Locator ("URL") via the World Wide Web, owned and operated

by the same Person or at the sole direction of such Person. "Approved Website(s)" means the Website(s) approved by Publisher in its sole discretion from which Licensee intends to advertise and market the sale of EMI Ringtones. Approved Websites include those Websites having the URL "www.encoreusa.com". In the event Licensee desires a Website to become an Approved Website, prior to such website's advertising or marketing of any EMI Tone, Licensee shall complete, execute and submit to Publisher two (2) copies of an Addendum in the form set forth in Schedule B, and if Publisher returns to Licensee a counter-executed copy of the Addendum (which Publisher may elect to do in its sole discretion), said Website shall be deemed an Approved Website. Licensee shall reasonably cooperate with respect to Publisher's further inquiries concerning any Website(s) proposed by Licensee, including without limitation, the nature of business conducted on said Website(s) and by the Person(s) owning and operating or directing the operation of such Website(s), and the accounting and reporting procedures in place between Licensee and the Person(s) owning and operating or directing the operation of such Website(s).

(r) "Wireless Device" means a mobile telephone or a hybrid handheld wireless device that incorporates the telephony of a mobile telephone and that operates on a wireless communications network regulated by the U.S. Federal Communications Commission in accordance with its rules and regulations governing commercial mobile radio services. Wireless Devices do not include, without limitation, toys, or games.

(s) Each other expression used herein, unless herein separately defined, shall have the meaning commonly understood in the music publishing industry.

2. Supply of Compositions

(a) The Compositions listed on Schedule A hereto (hereby incorporated herein by this reference) as of the Effective Date are deemed to be Approved Compositions for purposes of this Agreement. From time to time during the Term, Schedule A may be amended by Publisher in its discretion, in which event Publisher shall provide Licensee with a written copy of such revised Schedule A; and upon Licensee's receipt of such revised Schedule A, the Compositions listed on such revised Schedule A shall be deemed to be Approved Compositions for purposes of this Agreement (and to the extent that any Approved Compositions from an earlier version of Schedule A are not listed on such revised Schedule A, such Compositions shall no longer be deemed to be Approved Compositions for purposes of this Agreement). Publisher will use reasonable efforts to clearly indicate for Licensee any additions, deletions and/or corrections to the list of Compositions set forth in any revised Schedule A that is provided to Licensee.

(b) Following the execution of this Agreement and throughout the Term, Licensee may seek Publisher's approval of Compositions that do not appear on Schedule A for use as Approved Compositions for purposes of the creation and transmission of EMI Ringtones. In such event, Licensee shall notify Publisher in writing of said requested Compositions. If Publisher agrees to consider the approval of such requested Composition(s), it shall provide written notice thereof to Licensee who shall complete, execute and submit to Publisher two (2) copies of an Addendum in the form set forth in Schedule C, and if Publisher returns to Licensee a counter-executed copy of the Addendum (which Publisher may elect to do in its sole discretion), the Compositions set forth in such Addendum shall be deemed Approved Compositions for purposes of this Agreement and the then-current version of Schedule A shall be deemed amended to include such Approved Compositions.

(c) Publisher reserves the right, in its sole discretion, to refuse to approve any Composition(s) for use as Approved Composition(s). For purposes of example, but without limitation, except as otherwise expressly provided by Publisher, as of the Effective Date and throughout the Term, Compositions written in whole or in part by Tracy Chapman, John Lennon, Jeff Lynne, James Taylor, and Stevie Wonder, and the members of the recording artists known as Aerosmith, Foo Fighters, Nirvana, Red Hot Chili Peppers, Tool, the Mars Volta, A Perfect Circle and Savage Garden, and the Composition "You've Got A Friend" (King) are not, and shall not become, Approved Compositions.

(d) Notwithstanding anything to the contrary contained in this Agreement, Licensee shall remove any EMI Ringtone(s) from the Network(s) within seven (7) business days after Licensee's receipt of notice from Publisher requesting such removal, and as of the end of such seven (7) business day period, and thereafter throughout the Term, Licensee shall not sell, transmit, or otherwise use or exploit such EMI Ringtone(s), and shall not permit third parties to do any of the foregoing, for any purpose without Publisher's prior written consent.

3. Grant of Rights

(a) License Grant to Licensee. Subject to the terms and conditions of this Agreement and provided that Licensee has fully complied with such terms and conditions, Publisher hereby grants to Licensee the following non-exclusive, non-transferable limited rights solely during the Term and solely in the Territory:

(i) Arrangement and Recording. To arrange and record, at Licensee's sole expense, one (1) excerpt of each Approved Composition, comprising up to thirty (30) consecutive seconds of such Approved Composition, for use solely in connection with the creation of an EMI Ringtone based on such excerpt; provided that (A) each EMI Ringtone shall only contain elements of one (1) Approved Composition (for purposes of example only, an EMI Ringtone may not include portions of two (2) or more separate Approved Compositions or portions of an Approved Composition together with portions of any other musical composition); (B) the Approved Composition excerpt used to create an EMI Ringtone shall be a single, continuous excerpt (for purposes of example only, such excerpt may not comprise the first ten (10) seconds and the last twenty (20) seconds of such Approved Composition); (C) no arrangement created in accordance with this paragraph 3(a)(i) shall change the basic melody or fundamental character of an Approved Composition (other than as necessarily resulting from limiting the excerpt of such Approved Composition to thirty (30) consecutive seconds); and (D) all arrangements created in accordance with this paragraph 3(a)(i) shall be subject to the provisions of paragraph 11 below;

(ii) Creation of Single Template or Server Copy. To create a template or server copy of each EMI Ringtone, which shall be "uploaded" to and reside on the Server for the sole and exclusive purpose of transmitting or distributing EMI Ringtones to End-users in accordance with the terms and conditions herein;

(iii) Manufacture and Distribute Encore CD's Copies.

(A) Manufacture and Sale. To manufacture (or cause the manufacture of) and distribute Encore CD's for sale to End Users.

(iv) Sell Copies To End-users. To sell Copies of the EMI Ringtones, on and through the Network, so that an End-user can purchase a Copy of the EMI Ringtone such that the EMI Ringtone may be embedded in his or her Wireless Device (it being understood that temporary, transient, non-permanent copies of the EMI Ringtones incidental to said transmission may be created on the Network, provided (A) no permanent copies of the EMI Ringtones are stored or cached on the Network except on the Server or on an End-user's Wireless Device and (B) if a security breach in the Network arises, Licensee shall immediately comply with any Publisher request to block access or remove from the Server any EMI Ringtone so affected);

(v) Streaming for Promotional Purposes. For each EMI Ringtone, and subject to Licensee securing all necessary public performance licenses (as described in paragraph 8 below), to "stream" up to thirty (30) consecutive seconds of such EMI Ringtone to prospective End-users in the form of a digital audio transmission for the sole purpose of previewing or demonstrating such EMI Ringtone to facilitate its purchase, sale, or licensing through the Network in accordance with this Agreement; provided that Licensee shall not sell, lease, transmit, offer, or otherwise provide any EMI Ringtone streamed in

accordance with this paragraph 3(a)(v) (including any Approved Composition incorporated therein) as a downloadable file or in any form that would allow any subscriber, caller, or other third party to create, store, or retain a copy of all or part thereof.

(b) Restrictions. Notwithstanding any other provision of this Agreement:

(i) This Agreement does not authorize or permit any use or other exploitation of any Composition by Licensee or any third party, except as expressly authorized herein. If any such use or other exploitation is made or permitted by Licensee, this Agreement shall immediately terminate, and all rights and licenses granted to Licensee hereunder shall automatically terminate.

(ii) No license or other rights are granted herein to Licensee or any third party to use any current or future trademarks, service marks, design marks or trade names of or associated with Publisher (such marks and names, collectively, the "EMI Marks"), for any purpose. Licensee may only use the EMI Marks with the prior written approval of Publisher.

(c) With respect to any Approved Composition of which less than one hundred percent (100%) is controlled by Publisher, prior to exercising any of the rights or licenses granted herein in such Approved Composition or any EMI Ringtone incorporating such Approved Composition, Licensee shall secure all rights and licenses from all applicable co-publisher(s) necessary to exercise, without violating the intellectual property rights or other rights of such co-publisher(s) or any third party, the rights and licenses granted herein.

(d) Nothing contained herein shall grant Licensee the right to use any particular recording of an Approved Composition.

(e) Without limiting any other provision of this Agreement, with respect to any third party rights that are necessary to be obtained by Licensee in connection with any EMI Ringtone or any recording or performance incorporated into or used to arrange any EMI Ringtone, Licensee shall be responsible for obtaining such rights at its sole expense.

4. Territory

The "Territory" covered during the Term shall be the United States, its territories and possessions, including Puerto Rico and Canada.

5. Term

(a) The "Term" of this Agreement shall be one (1) year, commencing November 1, 2005 and terminating October 31, 2006.

(b) Notwithstanding the foregoing, EMI may terminate the entire grant of rights contained in this Agreement and/or the grant of rights with respect to a particular Approved Website, at any time for any reason upon thirty (30) days prior written notice to Licensee. Promptly thereafter, Licensee shall furnish Publisher with a written confirmation that it has performed any/all takedowns of EMI Ringtones from the Server necessary to comply with the applicable termination of rights by Publisher.

(c) If Licensee has failed to fully launch its services for any reason via the URLs set forth in subparagraph 1(q), and as otherwise contemplated upon execution of this Agreement in accordance with the rights granted to Licensee herein, as of December 31, 2005, (i) this Agreement shall immediately terminate and all terms and conditions hereof will be deemed null and void as of such date, (ii) any and all EMI Ringtones created by Licensee shall remain the sole property of Publisher as of such date, and Licensee shall immediately assign and transfer any and all rights therein to Publisher, (iii) Licensee shall immediately take down all EMI Ringtones as of such date and all of Licensee's rights in and to EMI Ringtones shall immediately terminate, and (iv) upon Publisher's written request, all EMI Ringtones in

Licensee's possession or control shall be promptly destroyed by Licensee, and Licensee will deliver an affidavit to Publisher attesting to such destruction.

6. Advance / Royalties/Song Guarantee

(a) As used herein, "Publisher's Prorata Share" shall mean that proportion of Publisher's ownership of the applicable Composition, as set forth on the Schedule A Addendum.

(b) In consideration of the rights granted hereunder, upon execution of this Agreement Licensee shall pay to Publisher the sum of Seven Thousand Five Hundred Dollars ($7,500.00) as a non-returnable advance, recoupable solely from royalties otherwise payable for each Copy Sold as of the commencement hereof pursuant to this paragraph 6 ("Advance").

(c) (i) Pursuant to the terms and conditions of paragraph 7 below, Licensee shall pay Publisher for each Copy Sold a royalty equal to the greater of

(A) Publisher's Prorata Share of Ten (10%) percent of the retail selling price of each Copy Sold, or

(B) Publisher's Prorata Share of Twelve and 50/100 ($0.125) Cents.

(ii) In the event a recurring fee is charged an End-user to retain a Copy, said charge shall be deemed a royalty-bearing event For clarity, Licensee shall pay Publisher the applicable royalty pertaining to any Copy each time a recurring payment is made to retain said Copy (or to access said EMI Ringtone embodied therein) on an End-user's Wireless Device For purposes of calculating the royalty payable, if applicable, the recurring fee shall be deemed to be the original retail selling price and each time the Copy is thereby retained shall be considered a new "Copy Sold" and a royalty shall thereby be payable.

(iii) In the event a Copy is made to time-out on a Wireless Device and one is made to re-download or otherwise re-acquire said EMI Ringtone for reasons other than technical failure, said event shall be deemed a royalty-bearing event For clarity, and notwithstanding the previous sentence, Licensee shall pay Publisher the applicable royalty pertaining to each Copy Sold, irrespective of whether the recipient had previously acquired the same EMI Ringtone embodied in such Copy Sold.

(iv) In the event a Copy is offered in a form other than individually (e.g., said EMI Ringtone is made available as part of a bundle or package of wireless content applications or with respect to EMI Ringtones embodies on an Encore CD), the royalty due in connection with such Copy shall be Publisher's Pro Rata Share of the greater of: (A) TEN (10%) percent of a fraction whose numerator equals the bundle's sale price and whose denominator equals the number of royalty-bearing content applications; provided, however, that in the case of an Encore CD, the denominator shall never exceed twenty-five (25), or (B) the minimum royalty for each Copy Sold set forth paragraph 6(c)(i) above. By way of example, if Licensee charges $10 for a bundle of eight (8) royalty-bearing content applications (one of which is a Copy), then the royalty applicable to said Copy shall be Publisher's Prorata Share of $0.125, i.e., 10% of ($10) 8).

(v) In the event a recurring transmission fee, in addition to the original EMI Ringtone purchase fee, is charged to an End-user each time an End-user hears the EMI Ringtone (e.g., a Ten Cent ($0.10) recurring transmission fee is charged to an End-user each time he/she hears an EMI Ringtone), Licensee shall pay Publisher for each such Copy Publisher's Prorata Share of Ten percent (10%) of such transmission fee, in addition to the Royalty otherwise set forth in this paragraph 6.

(d) In the event an Approved Composition is controlled less than one hundred (100%) percent by Publisher or if the Songwriter Agreements require direct payments to certain third parties,

upon Publisher's request, Licensee shall make direct payments to such applicable co-publishers or other third parties.

(e) In the event Licensee agrees to (or has agreed to) pay to a co-publisher of an Approved Composition, a publisher of any musical composition or a licensor of any sound recording embodying an Approved Composition used in any Ringtone, compensation or consideration in excess of the compensation or consideration to be paid to Publisher hereunder (collectively, "Excess Compensation"), then effective as of the date of such agreement, Licensee shall immediately pay to Publisher an amount equal to such Excess Compensation and this Agreement shall be deemed amended effective as of the date of such agreement to include such more favorable compensation provision. In the event the Approved Composition is not entirely controlled by Publisher, the Excess Compensation shall be based upon and shall reflect Publisher's Pro Rata Share. Upon request, Licensee shall supply to Publisher copies of all agreements between Licensee and third party licensors by which rights are granted for the use of any sound recording or musical compositions (including Approved Compositions) in Ringtones.

(f) Licensee agrees that on or before December 31, 2005, Licensee shall have submitted sufficient requests for Addenda seeking to license and use Compositions which are wholly-owned and/or wholly controlled by Publisher, in Ringtones so that, by such date, at least One Hundred (100) Compositions which are wholly owned and/or wholly controlled by Publisher have been licensed hereunder and embodied (or to be embodied) in EMI Ringtones and released (or scheduled to be released) by Licensee.

7. Accounting

(a) Together with the payment of all applicable sums due Publisher pursuant to paragraph 6 above, Licensee shall render Publisher accounting statements on a quarterly basis, (which shall be provided electronically, along with a hard paper copy), indicating, on an EMI Ringtone-by-EMI Ringtone (including the title, writers' name(s), and applicable Publisher-supplied EMI song code for each Approved Composition), and Website-by-Website (i.e., statements to include both the Website and all Approved Additional Websites) basis, the number of Copies Sold or otherwise distributed and/or digitally delivered in each country of the Territory, within forty-five (45) days following the last day of each calendar quarter during which such rights are granted herein, whether or not Licensee sold or otherwise distributed Copies within such quarterly period. In addition, the accounting statement shall indicate, with respect to each Copy Sold, the retail selling price therefor, whether said Copy Sold was the result of a first-time transmission or a repeat transmission/recurring charge, and any other information necessary to determine how the applicable royalty for each Copy Sold was calculated.

(b) In addition to providing quarterly accounting statements, Licensee shall, within ninety (90) days of the Effective Date, provide Publisher, upon request, with online, real-time access to the Server in order to permit the accurate identification, tracking and verification of copies of all EMI Ringtones, and any other data item to be enumerated on accounting statements pursuant to subparagraph (a) above.

(c) Licensee agrees to keep and maintain true and accurate records and books of account in connection with the sale of Copies and all transactions related thereto or otherwise contemplated under this Agreement, and shall retain all such records and books for a period of not less than four (4) years following the termination of this Agreement. Publisher, by its designated representative, shall have the right, upon reasonable written notice, and during normal office hours, to examine the books and records of Licensee, at Licensee's regular place of business where the books and records are maintained, as the same pertain to the subject matter of this Agreement and to make copies and extracts thereof. Licensee shall cooperate with Publisher's representative to assist them in understanding all such material. If, as a result of any audit, it is determined that Licensee has understated the royalties due to Publisher, Licensee shall immediately pay to Publisher the amount of such underpayment. If, as a result of any audit, it is determined that Licensee has understated the royalties due to Publisher by ten (10%) percent or more, Licensee shall pay to Publisher the amount by which royalties have been understated and shall reimburse

Publisher for the cost of the audit.

(d) All checks shall be in United States Dollars, shall be made payable to EMI Music Publishing and unless Publisher notifies otherwise, shall be sent to the address indicated in paragraph 15 below. All accountings and payments must be received by Publisher on the date such payment and statement are due, according to the terms of this Agreement, time being of the essence hereof. No payments shall be diminished or reduced in any manner for any reason, including without limitation, any withholdings, currency restrictions, exchanges or taxes. Upon written request, Publisher shall provide Licensee with a current W-9 form for each music publishing catalog receiving payment.

(e) It is understood and agreed that there shall be no "free" or "bonus goods" of the EMI Ringtones, as such term is understood in the industry, i.e., all Copies Sold, distributed, transmitted, or delivered, regardless of price, shall bear a full royalty hereunder.

(f) Without limiting Publisher's rights and remedies hereunder, at law or in equity: (i) past-due payments are subject to and to be accompanied by payment of interest thereon at the prime rate as established on the due date by The Bank of New York plus two (2%) percent compounded daily and computed from the date(s) upon which each such payment(s) first became due until the date(s) upon which each such payment(s) is remitted to Publisher; and (ii) Licensee shall reimburse Publisher, within five (5) days from receipt of its invoice, for Publisher's reasonable attorney's fees and costs arising out of the occurrence of any Default Event (as defined in paragraph 14), including, without limitation, any failure by Licensee timely to render statements and account to Publisher with respect to royalties which accrue to Publisher in connection with Licensee's exploitation of its rights pursuant to the applicable provisions hereof.

8. No Performance Right Grant

(a) No right of public performance is granted under this Agreement, such right being licensed by the American Society of Composers, Authors and Publishers ("ASCAP"), Broadcast Music Inc. ("BMI") and the Society of European Stage Authors and Composers ("SESAC") in and for the United States. End-user

(b) Any public performance of an Approved Composition as embodied in an EMI Ringtone, including without limitation pursuant to paragraph 3(a)(iv) above, not otherwise licensed by ASCAP and/or BMI, as applicable, shall be licensed by Licensee from Publisher or from Publisher's authorized agent. If said license is to be secured from Publisher, Publisher agrees to negotiate in good faith and the issuance of such license shall be in accordance with the customary industry practices and fees.

9. Restrictions and Reservations of Rights

(a) This Agreement does not authorize or permit any use of a Composition not expressly set forth herein and does not include the right to alter the fundamental character of the music of an Composition, and, specifically, the terms of this Agreement are limited to the use of each Approved Composition only as originally fixed in the EMI Ringtone. Publisher reserves all rights not expressly granted to Licensee hereunder. All rights granted hereunder are granted on a non-exclusive basis.

(b) No Composition may be used in a dramatic fashion, as such term is understood in the industry, or in any manner which could be considered in bad taste or offensive; i.e., each Approved Composition shall be used with regard to social convention and decency so as not to bring such Composition, the composers thereof, or Publisher into public disrepute or reflect adversely on the Composition, the composers thereof, or Publisher. No individual Composition may be used in connection with any product, any service, or in the branding, marketing, advertising or promotion of any product, service or event.

(c) Without limiting the force and effect of the foregoing, and without intending to provide an

exhaustive list of prohibitive acts, this Agreement does not include the rights to: (i) rent or lease an EMI Ringtone; (ii) sell or otherwise distribute EMI Ringtones except for the personal use of individual Wireless Device owners; (iii) parody the music or lyrics of an Approved Composition; (iv) make, sell or distribute phonorecords of an Approved Composition; (v) utilize a sound recording and/or audiovisual master(s) not owned or separately licensed by Licensee; (vi) synchronize (or authorize others to synchronize) any Approved Compositions with visual images or events or include any Approved Composition in any audio-visual work, including without limitation in commercials or games; (vii) use the title of an Approved Composition except for factual and/or descriptive purposes for identifying the EMI Ringtones available to for purchase; (viii) use any Composition that is not a Approved Composition in any way; or (ix) use an Approved Composition on any broadcast/cablecast or on-line services (whether viewable in real time or downloadable) not specifically enumerated in this Agreement, or on any interactive program, platform, media or storage device, or any promotional use not specifically enumerated herein Any occurrence of the above-noted items by Licensee or authorized by Licensee shall render all aspects of the Agreement immediately null and void and this Agreement shall terminate.

(d) Except for listing on the Network the composers' names for factual and/or descriptive purposes for identifying the EMI Ringtones available for purchase, no right whatsoever is being granted hereunder to use or authorize other Persons to use the names (including any professional names, previously, now or hereafter used), facsimile signatures, voices, likenesses or biographical material of, concerning, or regarding any of the composers of a Composition for any purpose whatsoever, including, without limitation, for purposes of exploitation of an EMI Ringtone on the Network In no event shall a name of a composer of a Composition be featured more or less prominently than any other composer's name.

10. Warranties and Representations/Indemnity

(a) Publisher warrants only that it has the legal right, power and authority to grant this license and this license is given and accepted without any other warranty or recourse. Publisher hereby agrees to indemnify and hold harmless Licensee and its respective officers, directors, agents, and employees (hereinafter, the "Indemnitees") from and against any and all liabilities, damages, costs, charges, recoveries, judgments, penalties, expenses or losses of whatsoever kind or nature, actually incurred by the Indemnitees (including reasonable attorneys' fees and disbursements) which may be obtained against, imposed upon or suffered by the Indemnitees or any of them, by reason of any breach by Publisher of any of its warranties or representations hereunder. In no event shall the total liability of Publisher in connection with the rights granted for each Approved Composition licensed hereunder exceed the consideration received by Publisher in connection with the licensing of said Approved Composition. Licensee will give Publisher prompt notice of any claim and Publisher will have the right to assume the defense thereof at Publisher's expense.

(b) Licensee represents and warrants that:

(i) there are no actions, suits, proceedings, agreements or other impediments, actual or threatened, which would prevent or impair it from performing its duties and obligations hereunder; and

(ii) it is fully empowered to enter into this Agreement and to perform its duties and obligations hereunder, that it is and shall at all times remain possessed of all rights necessary for it to completely fulfill all of its material obligations hereunder, and that its entering into this Agreement and fulfilling such obligations (including but not limited to maintenance of the Network) does not and shall not infringe upon the rights of any Person whatsoever.

(c) Licensee further represents and warrants that it shall obtain or secure (and maintain during the Term) all necessary and required licenses concerning:

(i) intellectual properties furnished or selected by Licensee and contained in any materials used in connection with the marketing, sale or distribution of Ringtones as authorized hereunder, including without limitation name and likeness rights, and that said materials shall not violate or infringe upon the rights of any third party, including without limitation intellectual property rights and/or rights of privacy and publicity; and

(ii) intellectual properties furnished or selected by Licensee and contained in an EMI Ringtone not licensed hereunder including that portion of the music publishing rights in and to each Approved Composition not controlled by Publisher; and that said materials shall not violate or infringe upon the rights of any third party, including without limitation intellectual property rights and/or rights of privacy and publicity.

(d) Licensee agrees to fully indemnify Publisher and hold Publisher (and its officers, directors, and employees) harmless of and from any and all liabilities, claims, causes of actions, damages, interest, charges, recoveries, judgments, penalties, expenses or losses of whatsoever kind of nature, (including without limitation, legal expenses and counsel fees and disbursements) of any kind whatsoever which may be occasioned, suffered or incurred by Publisher, either directly or indirectly, in whole or in part, resulting from or in connection with any breach or threatened breach by Licensee of any of the terms, covenants, representations and warranties contained herein, and/or any claim by any Person inconsistent with any of the representations, warranties and covenants hereunder. In addition, Licensee will reimburse Publisher on demand for any payment made at any time after the date hereof for any liability or claim to which this clause relates that has resulted in a judgment against Publisher or which has been settled with the written consent of Licensee (which consent shall not unreasonably be withheld). Publisher will give Licensee prompt notice of any claim and Licensee will have the right to assume the defense thereof at Licensee's expense.

11. Arrangements/Copies

All EMI Ringtones (including the master recordings created by Licensee not otherwise owned by record companies) shall be the sole and exclusive property of Publisher from inception, and Licensee hereby sells, assigns and transfers all right, title and interest in and to each such EMI Ringtone and master recording to Publisher, including without limitation all copyright registrations and applications, and all renewals and extensions thereof, throughout the world. Any arrangement(s) which Licensee shall cause to be made of an Approved Composition in the creation of an EMI Ringtone shall be made at Licensee's own expense and shall be created only as the result of employment-for-hire and such arrangement shall be "Work Made For Hire" for Publisher, as such term is used in the United States Copyright Law. Licensee hereby sells, assigns and transfers any such arrangement(s) and all right title and interest in and to each such arrangement to Publisher and the worldwide copyright and renewals and extensions of copyright therein. Licensee warrants and represents that all Persons rendering services in connection with the creation of EMI Ringtones shall have executed, prior to the commencement of creation of any EMI Ringtone to which such Persons have contributed, written agreement(s), in full compliance with the laws of the United States and other countries, stating that those EMI Ringtones and any arrangements on which such EMI Ringtones are based, are considered a work made for hire for Publisher and irrevocably assigning all such Person's rights throughout the Territory in perpetuity, including without limitation copyrights, in those EMI Ringtones and other materials to Publisher. Upon Publisher's request, Licensee will cause to be executed and delivered to Publisher all assignments and transfers of ownership of copyright (including without limitation all copyright registrations and applications, and all renewals and extensions thereof) in the EMI Ringtones and any arrangements on which such EMI Ringtones are based, and any other documents as Publisher may deem necessary or appropriate to vest in Publisher the rights granted to Publisher in this Agreement. Neither Licensee nor any arranger shall be entitled to authorship credit or status as a collaborator or any remuneration by way of royalty or otherwise from the authors of such Approved Composition or from Publisher or any of Publisher's designated agents. No arrangement shall change the basic melody of any Approved Composition.

(b) Licensee shall enable Publisher freely and without charge or expense to receive EMI Ringtones to ensure Licensee's adherence with and to the terms and conditions of this Agreement. Any such receipt by Publisher will not constitute a Copy and will not be deemed a royalty-bearing event.

12. Ownership

Except as expressly permitted in this Agreement, Licensee shall not at any time, directly or indirectly, license, transfer, assign, sell or otherwise dispose of, pledge, mortgage or in any way encumber any Composition or any interest of any kind therein, and/or any right or license granted hereunder and any such purported license, transfer, assignment, sale, disposal, pledge, mortgage or encumbrance shall be void and of no effect.

13. No Partnership

Nothing herein contained shall create any association, partnership, joint venture or relationship of principal and agent between the parties hereto; it being understood that the parties hereto are, with respect to each other, independent contractors, and neither party shall have any authority to bind the other or the other's representatives in any way and shall not hold itself out to any Person as having authority.

14. Event of Default/Cure

(a) As used herein, the term "Event of Default" shall mean any of the following events: (i) Licensee's failure or inability to fulfill any of its material obligations hereunder for any reason; (ii) Licensee's dissolution or the liquidation of any substantial portion of its assets; (iii) the filing by or against Licensee of a petition for liquidation or reorganization or the commencement of an action against it under any applicable bankruptcy or insolvency legislation as now or hereafter in effect or under any similar statute relating to liquidation or reorganization or Licensee's consenting to any of the foregoing; (iv) the appointment of a trustee, receiver, custodian or similar appointee for Licensee for any of its property or Licensee consenting to any such appointment; (v) Licensee's making of an assignment for the benefit of creditors; (vi) Licensee becoming insolvent; (vii) Licensee's failure to pay, or admission in writing of its inability to pay, its debts as they come due; (viii) Licensee's receipt of a "going concern" notification or similar qualification; (ix) a reduction of ten percent (10%) or more in Licensee's workforce; (x) Licensee's report of a quarterly loss for four (4) consecutive quarters; or (xi) any action by Licensee which jeopardizes any material right or remedy of Publisher hereunder. In the event that any of the matters described in this paragraph 14(a) occurs, Licensee shall provide prompt written notice thereof to Publisher.

(b) Without limiting or affecting the rights or remedies which Publisher may have under this Agreement or at law or equity, with respect to Licensee's obligations under this Agreement, it is agreed that if an Event of Default occurs or in the event of a breach on the part of Licensee, Publisher may notify Licensee in writing of such default or breach and Licensee shall have ten (10) business days from receipt of such notice in which to cure such Event of Default or breach. If such breach or Event of Default is not curable or is not cured within said ten (10) business day period, this Agreement shall automatically terminate and Licensee shall be deemed to have automatically and irrevocably assigned and transferred to Publisher, without further consideration, all right, title and interest in and to all EMI Ringtones (including the master recordings created by Licensee not otherwise owned by co-publishers or record companies), to the extent that such rights and interests have not already been assigned to or vested in Publisher; provided, however, that with respect to any breach or default concerning the payment of any monies whatsoever, this Agreement shall automatically terminate and the aforesaid assignment and vesting shall occur if such particular breach is not remedied within five (5) business days from the date of the notice. Publisher, in the event of any automatic termination under this paragraph and without prejudice to any other rights and remedies, shall have rights and remedies for copyright infringement, including injunctive relief.

(c) The termination of this Agreement pursuant to this paragraph shall render the further exploitation of an EMI Ringtone actionable as an act of copyright infringement fully subject to the remedies provided by the Copyright Act, Title 17, of the United States Code, together with other legal and equitable remedies available to Publisher.

15. Notices

Any and all notices, consents, approvals, demands, other communications and payments hereunder shall be hand delivered or sent by certified mail, return receipt requested, at the address below (or at such other address hereafter designated by either party in writing) as follows:

To Publisher: EMI Music Publishing
810 Seventh Avenue
New York, New York 10019
Attention: Susan Schwartz.

To Licensee: As set forth in the heading of this Agreement.

Any notice shall be deemed complete when the same (containing whatever information may be required hereunder) is deposited in any mail box properly addressed and sent as aforesaid, except that: (a) all materials personally delivered shall be deemed served when actually received by the party to whom addressed; (b) air express materials shall be deemed served on the day of delivery to the air express company; (c) notices of change of address shall be effective only from the date of receipt; and (d) royalty statements may be sent by regular mail and shall be deemed rendered when actually received by Publisher.

16. Governing Law

This Agreement has been entered into and delivered in the State of New York and the validity, interpretation and legal effect of this Agreement shall be governed by and construed in accordance with the internal laws of the State of New York applicable to contracts entered into and performed entirely within the State of New York. Only the New York courts (state and federal) will have jurisdiction over any controversies regarding this Agreement, and the transactions contemplated by this Agreement; any action or other proceeding which involves such a controversy will be brought in those courts, in New York County, and not elsewhere. Licensee hereby irrevocably submits to the jurisdiction of the New York courts (state and federal) in any such action or proceeding and irrevocably waives any right to contest the jurisdiction (in rem or in personam) or power or decision of that court within or without the United States other than appropriate appellate courts having jurisdiction over appeals from such court(s). Licensee also irrevocably waives any defense of inconvenient forum to the maintenance of any such action or proceeding. Any process in any action or proceeding may, among other methods, be served upon Licensee by delivering or mailing it in accordance with paragraph 15. Any such delivery or mail service shall be deemed to have the same force and effect as personal service within the State of New York.

17. Assignment; Change of Control

This Agreement, and the rights, opportunities and obligations created pursuant to this Agreement, are not assignable or transferable in any manner by Licensee, nor shall Licensee sublicense or delegate any of its rights or obligations without the prior written consent of Publisher, not to be unreasonably withheld. EMI may assign this Agreement and any of its rights hereunder in whole or in part to any Person which controls, which is controlled by, or which is under common control with, EMI and/or each such Publisher or which is in partnership with EMI and/or each such Publisher; and/or to any parent, affiliated or subsidiary company or corporation, or to a Person owning, or acquiring, all or a substantial part of EMI and/or each such Publisher's stock and/or assets or with whom EMI and/or each such Publisher may merge or be merged, in which case Licensee shall not be released from its obligations hereunder.

18. Confidentiality; Publicity

Licensee and EMI agree that all information with respect to this agreement, whether furnished by EMI to Licensee or otherwise acquired by Licensee in the course of business with EMI, shall be kept confidential. Such information shall not be disclosed at any time to any Person except to the extent required by an order of a court or other tribunal having jurisdiction or pursuant to rules and regulations of a governmental body. Notwithstanding the foregoing, the parties acknowledge and agree that in certain situations, such as where copublishers of an Approved Composition, publishers of other compositions and/or master owners require a favored nations provision, the information contained in this Agreement may have to be divulged with respect to monies payable and rights granted. Licensee and EMI may not use the other party's name in news releases, articles, brochures and marketing and/or promotional materials, without the other party's prior written approval.

19. Entire Agreement

(a) This Agreement sets forth the entire understanding between the parties hereto with respect to the subject matter hereof, and merges and extinguishes all prior understandings, negotiations, and agreements. No amendment to or modification, waiver, termination, or discharge of this Agreement or of any provision hereof shall be binding unless confirmed by a written instrument duly executed by the party to be charged therewith. Any process in any action, suit, or proceeding arising out of or relating to this Agreement may, among other methods, be served upon the applicable party by delivering it or mailing it in accordance with paragraph 15 above. No waiver of any provision of or default under this Agreement shall affect the right of either party thereafter to enforce such provision or to exercise any right or remedy in the event of any other default, whether or not similar.

(b) If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not essential to the intended operation of this Agreement.

20. Miscellaneous

This Agreement shall apply for the Term hereof only, and shall not be binding upon or prejudicial to any position taken by Publisher or Licensee for any period subsequent to the Term of this Agreement. The captions of paragraphs contained in this Agreement are for reference only and are not to be construed in any way as a part of the Agreement. This Agreement shall not become effective until executed by all proposed parties hereto.

IN WITNESS WHEREOF, the parties have caused the foregoing to be executed as of the date first above written.

EMI Music Publishing

Encore Software, Inc.

By: _____
Publisher

By: _____
Licensee

x x x COMMUNICATION RESULT REPORT (NOV. 14. 2005 6:30PM) x x x

FAX HEADER 1:
FAX HEADER 2:

TRANSMITTED/STORED : NOV. 14. 2005 6:29PM

FILE MODE	OPTION	ADDRESS	RESULT	PAGE
5016 MEMORY TX		ENCORE INC	OK	3/3

REASON FOR ERROR
E-1) HANG UP OR LINE FAIL
E-2) BUSY
E-3) NO ANSWER
E-4) NO FACSIMILE CONNECTION

If there are any problems with this transmission, please call (212) 830 2092 immediately

EMI Music Publishing
Fax Cover Sheet

Date: 11/14/05

From: Susan Schwartz/Vice President, Music Services/Fax (212) 830 5196

To: Gina Singletary - Contracts Administrator

Company: Encore

Fax #: 310-768-1822 # of pages (including cover) 2

Re: Encore/EMI licensing agreement

Signature page attached - pls. forward payment -

Thanks & Merry

Gina

Song Code:	SONG TITLE:	Writers:	Made Famous By:
487202	Everywhere	Shanks/Branch	Michelle Branch
379483	Genie In A Bottle	Kipner/Frank/Sheyne	Christina Aguilera
590232	Girls Lie Too	Harrington/Lovelace/Nichols	Terri Clark
438845	The Next Episode	Axelrod/Young/Bradford/Broadus/Bailey	Dr. Dre
393872	Another Dumb Blonde	Amato/Antonia	Hoku
555099	It's Five O'clock Somewhere	Brown/Rollins	Alan Jackson
466976	Rock The Boat	Garrett/Stewart/Seats	Aaliyah
556016	Sweet Southern Comfort	Crisler/Clawson	Buddy Jewell
465701	Try Again	Garrett/Mosley	Aaliyah
593605	Burn	Raymond/Dupri/Cox	Usher
593885	Confessions (Part 2)	Dupri/Raymond	Usher
466114	He Loves U Not	Kipner/Frank/Sheyne	Dream
461148	U Got It Bad	Raymond/Dupri/Cox	Usher
416347	(She's) Sexy And 17	Setzer	Stray Cats
214731	(The) Look Of Love	Fry/Singleton/White/Palmer	ABC
131617	(You're My) Soul And Inspiration	Mann/Weil	The Righteous Brothers
570641	100 Years	Ondrasik	Five For Fighting
503086	18 Wheeler	Moore/Austin	Pink
472015	19-2000	Albarn/Hewlett	Gorillaz
495913	A Woman's Worth	Augello-Cook/Rose	Alicia Keys
340098	ABC	Mizell/Perren/Lussier/Gordy	Jackson 5
566274	Act A Fool	Bridges	Ludacris
185513	Against All Odds (Take A Look At Me Now)	Collins	Phil Collins
340124	Ain't No Mountain High Enough	Simpson/Ashford	Ashford & Simpson
389687	All 4 Tha Cash	Martin/Elam	Gang Starr

605672	All That I've Got	McCracken/Steinecker/Howard/ Allman	The Used
388941	All The Small Things	Delonge/Hoppus	Blink 182
227596	Always Look On The Bright Side Of Life	Idle	Monty Python
196448	And Then There's Maude (Theme from "Maude")	Bergman/Bergman/Grusin	TV theme
105519	Angie	Jagger/Richards	Rolling Stones
154074	Another One Bites The Dust	Deacon	Queen
492196	Anthem Part Two	De Longe/Hoppus/Barker	Blink 182
60731	Aquarius	Rado/Ragni/MacDermot	Fifth Dimension
340224	Baby I Need Your Loving	Holland/Dozier/Holland	Four Tops
340231	Baby Love	Holland/Dozier/Holland	Supremes
346212	Barbara Ann	Bradford	Beach Boys
215472	Bark At The Moon	Osbourne	Ozzy Osbourne
542227	Batman & Robin	Hefti	Snoop Dogg
75842	Batman (Theme)	Hefti	TV theme
106393	Beast Of Burden	Jagger/Richards	Rolling Stones
444888	Bent	Thomas	Matchbox 20
106669	Bewitched	Keller/Greenfield	TV Theme
202980	Big Bottom	Guest/McKean/Reiner/Shearer	Spinal Tap
293373	Big Poppa	Wallace/Isley/Isley/Isley/Isley/ Isley	Notorious B.I.G.
366515	Black Coffee In Bed	Difford/Tilbrook	Squeeze
444661	Blue (Da Ba Dee)	Lobina/Randone/Gabutti	Eiffel 65
472162	Bob The Builder	Joyce	TV Theme
147152	Bohemian Rhapsody	Mercury	Queen; The Braids
394519	Boogie Shoes	Casey/Finch	K.C. & the Sunshine Band

500917	Boys	Williams/Hugo	Britney Spears
348386	Brick House	Richie/Lapread/Orange/ Williams/McClary/King	The Commodores
517670	Buried Myself Alive	McCrakern/Steinecker/Howard/ Allman	The Used
598121	Burn, Burn	Lewis/Watkins/Oliver/Gaze/ Richardson/Chiplin	Lostprophets
321206	Butterflyz	Augello-Cook	Alicia Keys
388531	Canned Heat	Kay/Smith/McKenzie/Katz/ Akingbela/Buchanan	Jamiroquai
202596	Caribbean Blue	Enya/Ryan/Ryan	Enya
497768	Carito	Vives/Cuadrado	Carlos Vives
8310	Carry On Wayward Son	Livgren	Kansas
589515	Change Clothes	Carter/Williams	Jay Z
277063	Chariots Of Fire	Vangelis	Film
185570	Charlie's Angels	Elliot/Ferguson	TV theme
76995	Chattanooga Choo Choo	Warren/Gordon	Glenn Miller; Barry Manilow
74882	Chips (Theme)	Parker	TV Theme
62053	Chitty Chitty Bang Bang	Sherman/Sherman	Movie Theme
200168	Close Encounters Of The Third Kind	Williams	Movie Theme
519909	Come Away With Me	Jones	Norah Jones
287977	Creep	Austin	TLC
349953	Cruisin'	Robinson/Tarplin	Smokey Robinson; D'angelo
486978	Cry	Renald	Mandy Moore
600408	D12 World	Moore/Carlisle/Porter/Johnson/ Holton/West	D-12

256034	Dancing In The Street	Gaye/Hunter/Stevenson	Van Halen; Mick Jagger
109427	Daydream Believer	Stewart	Monkees; Anne Murray
109432	Days Of Our Lives	Boyce/Albertine/Hart	TV Theme
588715	Diary	Augello-Cook/Brothers	Alicia Keys
197264	Different Strokes (Theme)	Thicke/Loring/Burton	TV Theme
77937	Ding Dong The Witch Is Dead	Arlen/Harburg	Film
583519	Dirt Off Your Shoulder	Carter/Mosely	Jay-Z
158997	Do You Know Where You're Going To (Theme From Mahogany)	Masser/Gofiln	Mariah Carey
340575	Do You Love Me	Gordy	Contours
77998	Dr Zhivago (aka Somewhere My Love)	Maurice	Film
045318	Don't Get Me Wrong	Chrissie Hynde	Pretenders
71417	Don't It Make My Brown Eyes Blue	Leigh	Crystal Gale
503085	Don't Let Me Get Me	Moore/Austin	Pink
472014	Double Bass	Albarn/Hewlett	Gorillaz
14043	Downunder	Hay/Strykert	Men At Work
518539	Downfall	Fukai/Moates/Palmer/Singleton	Trust Company
504293	Drive (For Daddy Gene)	Jackson	Alan Jackson
470326	Drops Of Jupiter (Tell Me)	Monahan/Underwood/ Hotchkiss/Strafford/Colin	Train
8280	Dust In The Wind	Livgren	Kansas
456648	El Alma Al Aire	Sanchez Pizarro	Alejandro Sanz
14070	Electric Eye	Tipton/Halford/Downing	Judas Priest
269756	Enjoy The Silence	Gore	Depeche Mode
214489	Every Little Thing She Does Is Magic	Sting	The Police
216462	Everybody Wants To Rule The World	Orzabal/Stanley/Hughes	Tears For Fears
535146	Excuse Me Miss	Carter/Williams/Hugo	Jay Z
197493	Facts of Life (Theme)	Thicke/Loring/Burton	TV Theme
495869	Fallin'	Augello-Cook	Alicia Keys
74872	Fame	Gore/PitchFord	TV Theme
71477	Fanfare For Rocky	Conti	Film

516826	Fantasize	Chambers/Simpson	Jessica Simpson
13481	Fantasy	White/White/Del Barrio	Earth, Wind & Fire
340077	Fantasy Island - Main Title (Post 10/83)	Rosenthal/Ramin	TV Theme
628344	Father And Son	Islam	Cat Stevens
435638	Feel The Sun	Chisholm/Nowels	Melanie C
221224	Forever Your Girl	Leiber	Paula Abdul
272850	Free Your Mind	McElroy/Foster	En Vogue
465094	Fruta Fresca	Vives	Carlos Vives
529538	Gangsta Lean	Williams/Hugo/Thornton/ Thornton	Clipse
542826	Get To Me	Monahan/Underwood/Stafford/ Colin/Hotchkiss	Train
025684	Getaway	Cor/Taylor	Earth, Wind & Fire
185637	Ghostbusters**	Parker, Jr.	Movie Theme
60300	Gilligan's Island (Theme)	Wyle/Schwartz	TV Theme
604825	Giving It All Away	Simpson/Feldman	Ashlee Simpson
583240	Gloria	Tozzi/Bigazzi	Laura Branigan
71469	Gonna Fly Now (Theme From "Rocky")	Connors/Conti/Robbins	Movie Theme
548389	Good Song	Albarn/James/Rowntree	Blur
62252	Good The Bad The Ugly	Morricone	Movie Theme
197762	Good Times (Theme)	Bergman/Bergman/Grusin	TV Theme
359974	Goodbye Earl	Linde	Dixie Chicks
519084	Grindin'	Williams/Hugo/etc.	Clipse
437711	Hanginaround	Duritz/Bryson/Gillingham/Malley/ Mize/Vickery	Counting Crows
490598	Hart To Hart (Theme)	Snow	TV Theme
605910	Heaven	Garza/Garza/Garza	Los Lonely Boys
456835	Heaven Is A Halfpipe	Meschery/Edney/Turney	OPM
220942	Heaven Is A Place On Earth	Shipley/Nowels	Belinda Carlisle
322919	Here I Am*	Sallitt	Air Supply
114013	Here You Come Again	Mann/Weil	Dolly Parton
487330	Hit 'Em Up Style	Austin	Blu Cantrell
285680	Hold My Hand	Bryan/Sonefeld/Rucker/ Felber	Hootie & The Blowfish
533437	Hold On	Combs/Combs	Good Charlotte
437370	How Do We	Winans	BeBe Winans
340990	How Sweet It Is (To Be Loved By You)	Holland/Dozier/Holland	Marvin Gaye; James Taylor

341043	I Can't Help Myself (Sugar Pie Honey Bunch)	Holland/Dozier/Holland	The Four Tops
117284	Jeannie	Montenegro/Kaye	TV Theme
115030	I Feel The Earth Move	King	Carole King
341132	I Heard It Through The Grapevine	Whitfield/Strong	Marvin Gaye
115235	I Left My Heart In San Francisco	Cory/Cross	Frank Sinatra
157367	I Love A Rainy Night	Stevens/Rabbitt/Malloy	Eddie Rabbitt
341185	I Second That Emotion	Cleveland/Robinson	Smokey Robinson; 10DB
486757	I Think	Jones/Parker	112
115610	I Want You To Want Me	Nielsen	Cheap Trick
586507	If I Ain't Got You	Augello-Cook	Alicia Keys
80819	If I Only Had A Brain Heart And Nerve	Harburg/Arlen	The Wizard of Oz (Motion Picture)
435639	If That Were Me	Chisholm/Nowels	Melanie C
337310	I'll Be	McCain	Edwin McCain
600359	I'll Be Damned	Porter/Moore/Carlisle/Johnson	D-12
341278	I'll Be There	Davis/Gordy/West/Hutch	Mariah Carey; Jackson 5
205980	I'll Take Care Of You	Souther	Dixie Chicks
500839	I'm A Slave 4 U	Hugo/Williams	Britney Spears
15022	I'm So Excited	Lawrence/Pointer/Pointer/ Pointer	Pointer Sisters
393869	I'm Too Sexy	Fairbrass/Fairbrass/ Manzoli	Right Said Fred
215282	In A Big Country	Adamson/Brzezicki/Butler/Watson	Big Country
435987	In The Air Tonight	Collins	Phil Collins
544312	Intuition	Kilcher/Mendez	Jewel
165884	It's Howdy Doody Time	Kean	TV Theme
521973	It's In The Game	Shaw/Ifill/Jackson	Fabolous
117023	It's Only Rock 'N Roll	Jagger/Richards	Rolling Stones
14535	It's Your Thing	Isley/Isley/Isley	Isley Brothers
395559	Jack and Diane	Mellencamp	John Mellencamp
586165	J-A-D-A	Jerkins/Phillips/Jacobs	Jadakiss/Sheek
61089	James Bond Is Back (from "From Russia With Love")	Barry	Movie theme
61525	James Bond Theme (from "Dr. No")	Norman	Movie theme
284870	Keep Hope Alive	Jordan/Kirkland	Crystal Method
455117	Keep It Gangsta	Thomas/Rolison	Mack 10
516825	King Of Love	Chambers/Simpson	Jessica Simpson

500715	Knock Yourself Out	Williams/Phillips	Jadakiss
598119	Last Train Home	Lewis/Watkins/Oliver/Gaze/ Richardson/Chiplin	Lostprophets
285683	Let Her Cry	Rucker/Felber/Bryan/Sonefeld	Hootie & the Blowfish
82749	Little Brown Jug	Finegan	Glenn Miller Band
100093	Little Rock	DiPiero/House/McManus	Reba McIntyre
69346	Live And Let Die**	McCartney/McCartney	Movie theme
28876	Living In America	Hartman/Midnight	James Brown
624501	Lonely No More	Thomas	Rob Thomas
064737	Long Haired Country Boy	Daniels	Charlie Daniels Band
394057	Louie Louie	Berry	Paul Rivere & The Raiders
303040	Love Shack	Pierson/Schneider/ Strickland/Wilson	B-52s
529912	Low	Harry	Kelly Clarkson
227620	Lumberjack Song	Palin/Tomlinson/Jones	Monty Python
529536	Ma I Don't Love Her	Williams/Hugo/Thornton/ Thornton	Clipse
168033	Mahogany	Barrier/Griffin	Eric B & Rakim
448667	Mama, I'm Coming Home	Osbourne/Wylde	Ozzy Osbourne
521731	Mamacita	Iglesias/Mendez/Garcia	Enrique Iglesias
531111	Man On A Mission	Ashcroft	Richard Ashcroft
590521	Material Girl	Brown/Rans	Madonna
469956	Maybe I Deserve	Babbs	Tank
99095	Me And Bobby McGee	Kristofferson/Foster	Janis Joplin
321443	Mindfields	Howlett	Prodigy
198796	Minnie The Moocher	Calloway/Gaskill/Mills	Cab Calloway
486759	Missing You	Jones/Parker	112
120817	Monkees (Theme)	Hart/Boyce	The Monkees; TV Theme
84048	Moonlight Serenade	Miller/Parish	Glenn Miller
628393	Moonshadow	Islam	Cat Stevens
446750	Move Your Body	Mandone/Molinaro/Capuano/ Gabutti	Eiffel 65
206293	Movin On Up (Theme From "The Jeffersons"	Barry/Dubois	TV Theme
259977	Mr. Jones	Duritz/Bryson/Gillingham/Malley/ Mize/Vickery	Counting Crows
379273	Mutt	Raynor/Hoppus/De Longe	Blink 182
341908	My Girl	White/Robinson	The Temptations

313041	Nada Es Imposible	Pizarro	Ricky Martin
64742	New York Kingsize Rosewood Bed	Daniels	Charlie Daniels
72106	New York, New York	Kander/Ebb	Frank Sinatra
502579	Nice To Know You	Boyd/Einziger/Katunich/Pasillas	Incubus
519912	Nightingale	Jones	Norah Jones
435637	Northern Star	Chisholm/Nowels	Melanie C
291307	On Bended Knee	Harris/Lewis	Boyz II Men
122244	On Broadway	Mann/Weil/Leiber/Stoller	The Drifters/Lou Rawls
394133	On The Road Again	Nelson	Willie Nelson
393867	One More Night	Collins	Phil Collins
85025	One O'Clock Jump	Basie	Benny Goodman; Charlie Parker; Count Basie
122492	One Things Leads To Another	Agius/Cumin/Greenall/Oram/ Woods	Fixx
548387	Out Of Time	Albarn/James/Rowntree	Blur
85239	Over The Rainbow	Arlen/Harburg	Movie (from "The Wizard Of Oz")
390648	Party With A DPG	White/Bailey/Dunn/Broadus	Snoop Dogg
628403	Peace Train	Islam	Cat Stevens
60200	Pink Panther (Theme)	Mancini	Movie Theme
486756	Player	Jones	112
64533	Poltergeist	Goldsmith	Movie Theme
394686	R.O.C.K. in the USA	Mellencamp	John Mellencamp
342176	Reach Out And Touch (Somebody's Hand)	Ashford/Simpson	Ashford & Simpson
566253	Remember When	Jackson	Alan Jackson
542638	Reveal	Wells/Dennis	Celine Dion
71469	Gonna Fly Now (Theme From "Rocky")	Connors/Conti/Robbins	Movie Theme
260027	Round Here	Roldan/Duritz/Bryson/Malley /Jewett/Bowman/Gillingham/ Janusko	Counting Crows
213217	Roxanne	Sting	The Police
518540	Running From Me	Fukal/Moates/Palmer/Singleton	Trust Company
607536	Say I Yi Yi	Jackson/Holmes/Crooms	Ying Yang Twins
338047	Semi-Charmed Life	Jenkins	Third Eye Blind
14927	Sexual Healing	Gaye/Ritz/Brown	Marvin Gaye
013420	Shining Star	White/Bailey/Dunn	Earth, Wind and Fire
216073	Shout	Orzabal/Stanley	Tears for Fears
087102	Sing, Sing, Sing (With A Swing)	Prima	Louis Prima
87086	Singin' In The Rain	Freed/Brown	Movie

596375	Single	Kipner/Frampton/Bedingfield/ Wilkins	Natasha Bedingfield
319642	Sittin On Top Of The World	Dupri/Harris/James	Da Brat
300909	Smoke On The Water	Lord/Paice/Gillan/Glover/ Blackmore	Deep Purple
125915	So Far Away	King	Carole King
624505	Something To Be	Thomas	Rob Thomas
534208	Sorry Sorry	Schwartzman	Rooney
466988	Southern Hospitality	Bridges/Williams	Ludacris Ft. Pharrell
1195	Spinning Wheel	Clayton-Thomas	Blood Sweat & Tears
618525	Spongebob & Patrick Confront The Psychic Wall Of Energy	Coyne/Drozd/Ivins	Flaming Lips (Spongebob Squarepants snick.)
549475	Stand	Mendez/Kilcher	Jewel
184832	Stand By Your Man	Sherrill/Wynette	Tammy Wynette
577029	Stand Up	Bridges/West	Ludacris
126651	Start Me Up	Jagger/Richards	Rolling Stones
342431	Stop In The Name Of Love	Holland/Dozier/Holland	Supremes
221228	Straight Up	Wolff	Paula Abdul
416348	Stray Cat Strut	Setzer	The Stray Cats
588923	Sunrise	Alexander/Jones	Norah Jones
350604	Super Freak	James/Miller	Rick James
454542	Superman	Ondrasik	Five For Fighting
127153	Surf City	Berry/Wilson	The Beach Boys
347651	Sweet Love	Richie	The Commodores
545780	Take It Off	Ford/Robertson/Anderson/ Castellano	The Donnas
520270	Talkin' To Me	Harrison	Amerie
451788	Tape You	Williams/Hugo	NERD
366528	Tempted	Difford/Tilbrook	Squeeze
335249	Ten Crack Commandments	Turner/Martin	Notorious B.I.G.
207031	Tennessee	Thomas/Jones	Arrested Development
394475	That's The Way I Like It	Casey/Finch	KC & The Sunshine Band; Dead Or Alive
523171	The Anthem	Madden/Madden/Feldman	Good Charlotte
197493	The Facts Of Life	Thicke/Loring/Burton	TV Theme
311040	The Freshman	Vander Ark/Brown/Corella/ Dunning/Vander Ark	The Verve Pipe
198005	The House Of The Rising Sun	Price	The Animals
200089	The Syncopated Clock	Anderson/Parish	Leroy Anderson
221226	(It's Just) The Way That You Love Me	Leiber	Paula Abdul

342776	The Way You Do The Things You Do	Robinson/Rogers	The Temptations; UB40
598750	These Words	Kipner/Frampton/Bedingfield/ Wilkins	Natasha Bedingfield
451789	Things Are Getting Better	Williams/Hugo	NERD
349270	Three Times A Lady	Richie	The Commodores
435999	Tonight, Tonight, Tonight	Rutherford/Collins/Banks	Genesis
187321	Tonight's The Night (Gonna Be Alright)	Stewart	Rod Stewart
576859	Trick Me	Austin	Kelis
500225	U Don't Have To Call	Hugo/Williams	Usher
517105	Unwell	Thomas	Matchbox 20
549825	Up On Things	Ifill/Shaw/Jackson	Fabolous
321244	Virtual Insanity	Kay/Smith/Zender/McKenzie/ Wallis/Katz	Jamiroquai
089560	Volare	Parish/Modugno/Migliacci	Dean Martin
390918	Wait And Bleed	Crahan/Gray/Jordison/Taylor	Slipknot
582006	Walkie Talkie Man	Carter/Kennedy/Wrennall/Adams	Steriogram
507452	Wasting My Time	Craig/Smith/Hora/Benedict	Default
145163	We Are The Champions	Mercury	Queen
145204	We Will Rock You	May	Queen
342820	What Becomes Of The Broken Hearted	Dean/Riser/Weatherspoon	Jimmy Ruffin
291427	What Have You Done For Me Lately	Harris/Lewis	Janet Jackson
240446	What I Like About You	Palamarchuk/Marinos/Skill	The Romantics
342852	What's Going On	Benson/Cleveland/Gaye	Marvin Gaye
185940	What's Happenin'	Mancini	TV Theme
466970	What's Your Fantasy	Bridges/Crawford	Ludacris
157523	When You're In Love With A Beautiful Woman	Stevens	Dr. Hook
503828	Where Were You (When The World Stopped Turning)	Jackson	Alan Jackson
213985	Whip It	Casale/Mothersbaugh	Devo
566280	White Trash	Carter/Kennedy/Wrennall/Adams/Youngson	Steriogram
14041	Who Can It Be Now	Hay	Men At Work
394752	Why Do Fools Fall In Love	Lymon/Levy	Diana Ross; Frankie Lymon & The Teenagers
520269	Why Don't We Fall In Love	Harrison	Amerie
602658	Wild Horses	Bedingfield/Frampton/Wilkins	Natasha Bedingfield
502589	Wish You Were Here	Boyd/Einziger/Katunich/Pasillas	Incubus

504298	Work In Progress	Jackson	Alan Jackson
343028	You Can't Hurry Love	Dozier/Holland/Holland	Diana Ross & The Supremes; Phil Collins
358942	You Know My Steez	Martin/Elam	Gang Starr
121427	You Make Me Feel Like A Natural Woman	Goffin/King/Wexler	Aretha Franklin
90804	You Were Meant For Me	Freed/Brown	Gene Kelly
187324	Young Turks	Stewart/Savigar/Appice/Hilchings	Rod Stewart
502922	Young'n (Holla Back)	Williams/Hugo/Jackson	Fabolous
437941	You're My #1	Iglesias/Mendez	Enrique Iglesias

SCHEDULE B
(pursuant to paragraph 1(o))

ADDENDUM OF RIGHTS

ADDENDUM to the Agreement dated as of November 1, 2005, by and between EMI Music Publishing and Encore Software Ringtones (the "Agreement"), to be effective as of the date hereof, to make the following additional Website(s) constitute Approved Website(s), and thus part of the Network.

The URL(s) of the Website(s) proposed for approval pursuant to this Addendum, and the date on which EMI Ringtones first shall be marketed thereon, is/are:

http://www.encoreusa.com.com Date: November 1, 2005

2. All terms not defined herein shall have the same meaning given them in the Agreement. Except as expressly or by necessary implication modified hereby, the terms of the Agreement are hereby ratified and affirmed without limitation or exception.

IN WITNESS WHEREOF, the parties have caused the foregoing ADDENDUM to be executed as of this _____ day of _____, 200_.

EMI Music Publishing

By:_____
Publisher

Encore Software, Inc.

By:_____
Licensee

SCHEDULE C
(pursuant to paragraph 2(b))

ADDENDUM OF RIGHTS

ADDENDUM to the Agreement dated as of November 1, 2005, by and between EMI Music Publishing and Encore Software, Inc. (the "Agreement"), to be effective as of the date hereof covering the use of the Compositions listed below:

1. The Composition(s) subject to this Addendum is/are:

   ["TITLE"] composed by ["WRITER(S)" (%)].

2. The Territory shall be as per the Agreement, [excluding, in the case of the Composition entitled _____, the country(ies) of _____.]

3. All terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused the foregoing ADDENDUM to be executed as of this _____ day of _____, 200_.

EMI Music Publishing

By:_____
Publisher

Encore Software, Inc.

By:_____
Licensee

Mobile Lifestyles, Inc.
1427 East Penrose Drive
Salt Lake City, Utah 84103

Dated February 28, 2006
Effective as of November 1, 2005

EMI Entertainment World, Inc.
810 Seventh Avenue
New York, NY 10019

AMENDMENT

When signed by Mobile Lifestyles, Inc. ("Licensee"), and EMI Entertainment World, Inc. (successor in interest to EMI Music Publishing), this shall constitute an amendment to that certain license agreement between Licensee and EMI Music Publishing dated December 6, 2004, as amended (the "Agreement") concerning the creation and distribution of EMI Ringtones as defined in the Agreement.

1. All terms defined in the Agreement will have the same meanings in this amendment, unless otherwise expressly provided herein.

2. Extended Term

Subject to the terms and conditions of the Agreement, the Term of the Agreement shall be extended an additional one (1) year, terminating on October 31, 2006.

3. Except as expressly or by necessary implication modified hereby, all terms and conditions of the Agreement shall remain in full force and effect, and are hereby ratified and reaffirmed, but in the event of any inconsistency(ies) between the provisions of the Agreement and the provisions of this amendment, the latter shall control.

IN WITNESS WHEREOF, the parties have caused the foregoing to be executed as of the date first above written.

EMI Entertainment World, Inc.

By _____
An authorized representative

Mobile Lifestyles, Inc.

By _____
An authorized representative

Ringtone License

THIS AGREEMENT (the "Agreement") is made as of November 1, 2005 ("Effective Date"), by and between Mobliss, Inc. (also known as 123 Multimedia), 506 Seventh Avenue, Seattle, WA 98104 ("Licensee"), and EMI Music Publishing, 810 Seventh Avenue, New York, New York 10019 ("EMI", "Publisher"). All capitalized terms in this Agreement are defined in paragraph 1 below, unless otherwise indicated.

WHEREAS, EMI is actively engaged in the business of music publishing and controls the music publishing rights to certain Compositions which are contained in the music publishing catalogs listed on Schedule A, attached hereto and made a part hereof; and

WHEREAS, Licensee desires to obtain and Publisher desires to grant a license to arrange and record one or more Approved Composition(s) for the sole purpose of creating EMI Ringtones that may be distributed as EMI Tones whereby an End-user can receive a copy of the EMI Tone into a Wireless Device ("Licensee's Service"), solely in the manner provided herein and in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. Definitions

As used in this Agreement, the following terms will have the meanings set forth below:

(a) "Composition" means a musical composition which is owned and/or controlled in whole or in part by Publisher, and which is made available, in Publisher's discretion and subject to Publisher's written approval, to Licensee subject to the terms and conditions set forth in this Agreement and subject to any restrictions imposed by Publisher or by any Songwriter Agreements; provided that with respect to any Composition which is or may be owned or controlled by Publisher only in part, the term "Composition" shall refer only to that portion of the musical composition owned or controlled by Publisher. "Approved Composition" means a Composition which, pursuant to paragraph 2 below, has been approved by Publisher as an Approved Composition available for use by Licensee in accordance with the terms and conditions of this Agreement.

(b) "Copy," means a digital transmission(s) or electronic distribution(s) of a single Approved Composition contained in an EMI Tone to an End-user.

(c) "Copies Sold" and "sales" mean one hundred (100%) percent of those Copies digitally transmitted or otherwise electronically distributed to End-users (including without limitation to an End-user's Wireless Device).

(d) "Dollars" and "Cents" mean United States Dollars and Cents.

(e) "EMI Ringtone" means a Ringtone that features the digital transmission of an Approved Composition, the length of which shall not exceed thirty (30) consecutive seconds, solely in connection with Licensee's Service and in accordance with the terms and conditions of this Agreement. For the purpose of this Agreement, EMI Ringtones shall be referred to as "EMI Tones".

(f) "End-user" means a Wireless Device owner, user, or customer who legally procures from Licensee the sale or distribution of an EMI Tone, for that period of time only during which such transmission right has been legally procured.

(g) "Network" means the Approved Website(s) on which EMI Tones will be made available to End-users, as served from and through the Server, via a range of service channels including Internet, cable, satellite, web, WAP, SMS, or cellular transmission. Licensee at all times shall institute security measures with respect to all aspects of its Network(s) that: (i) prevent any EMI Tones or any underlying Approved Composition from being copied, played, distributed, transmitted, performed, used or exploited, in whole or in part, in any format or by any means other than in the format and by the means permitted by Publisher hereunder; (ii) prevent unauthorized reproduction and distribution of all EMI Tones and any underlying Approved Compositions; (iii) are sufficient, as determined by Publisher, to track and enforce the use limitations and other restrictions described in this Agreement; and (iv) meet or exceed current industry standards as they exist from time to time for the licensed delivery of music via digital transmission (including, without limitation, anti-virus, firewall, password, and anti-hacking protections).

(h) "Person" means any individual, corporation, partnership, association or other organized group or combination of any or all of the foregoing, and their legal successors or representatives.

(i) "Ringtone" means any data that resides or is stored in (whether temporarily or permanently), or which is transmitted to, a Wireless Device, which data causes a predetermined melodic sequence of a musical composition to be reproduced, performed, and/or played for purposes of announcing an incoming call on such Wireless Device in an audio format (i.e., not audiovisual). For the avoidance of doubt, "Ringtone" shall not include (and this Agreement shall not be deemed to grant Licensee any rights to use Compositions in or as), inter alia, Ringbacks or Ringback tones, so-called enhanced ringtones (e.g., Ringtones that include any visual element), or Ringtones that: (i) embody a master sound recording of the Composition or (ii) embody vocal and/or human instrumental performances ("Mastertones").

(j) "Ringbacks" or "Ringback tones" means the distribution or transmission of a musical composition to a Wireless Device or telephone for the purpose of notifying a caller that the call recipient is being alerted to the incoming call.

(k) "Server" means Licensee's proprietary Internet server which shall be located within the Territory, on which templates of the EMI Tones licensed hereunder will exclusively reside, and from which the EMI Tones will be digitally transmitted or distributed to End-users through the Network. For purposes of clarification, no EMI Tone shall be offered for sale through an Approved Website and permanently stored in an End-user's Wireless Device without first being transmitted from and through the Server.

(l) "Songwriter Agreement(s)" shall mean those agreements pursuant to which Publisher has acquired rights with respect to any Composition.

(m) "Term" has the meaning set forth in paragraph 5(a) below.

(n) "Territory" has the meaning set forth in paragraph 4 below.

(o) "Website" means a collection of interconnected hypertext markup language documents accessible at a single Universal Resource Locator ("URL") via the World Wide Web, owned and operated by the same Person or at the sole direction of such Person. "Approved Website(s)" means the Website(s) having the URL http://www.mobliss.com from which Licensee intends to advertise and market the sale of EMI Tones. In the event Licensee desires an additional Website to become an Approved Website, prior to such website's advertising or marketing of any EMI Tone, Licensee shall complete, execute and submit to Publisher two (2) copies of an Addendum in the form set forth in Schedule C, and if Publisher returns to Licensee a counter-executed copy of the Addendum (which Publisher may elect to do in its sole discretion), said Website shall be deemed an Approved Website. Licensee shall reasonably cooperate with respect to Publisher's further inquiries concerning any additional Website(s) proposed by Licensee, including without limitation, the nature of business conducted on said Website(s) and by the Person(s) owning and operating or directing the operation of such Website(s), and the accounting and reporting

procedures in place between Licensee and the Person(s) owning and operating or directing the operation of such Website(s).

(p) "Wireless Device" means a mobile telephone or a hybrid handheld wireless device that incorporates the telephony or messaging function of a mobile telephone and that operates on a wireless communications network regulated by the U.S. Federal Communications Commission in accordance with its rules and regulations governing commercial mobile radio services. Wireless Devices do not include, without limitation, toys, or games.

(q) Each other expression used herein, unless herein separately defined, shall have the meaning commonly understood in the music publishing industry.

2. Supply of Compositions

(a) The Compositions listed on Schedule B hereto (hereby incorporated herein by this reference) as of the Effective Date are deemed to be Approved Compositions for purposes of this Agreement. From time to time during the Term, Schedule B may be amended by Publisher in its discretion, in which event Publisher shall provide Licensee with a written copy of such revised Schedule B, and upon Licensee's receipt of such revised Schedule B, the Compositions listed on such revised Schedule B shall be deemed to be Approved Compositions for purposes of this Agreement (and to the extent that any Approved Compositions from an earlier version of Schedule B are not listed on such revised Schedule B, such Compositions shall no longer be deemed to be Approved Compositions for purposes of this Agreement). Publisher will use reasonable efforts to clearly indicate for Licensee any additions, deletions and/or corrections to the list of Compositions set forth in any revised Schedule B that is provided to Licensee.

(b) Following the execution of this Agreement and throughout the Term, Licensee may seek Publisher's approval of Compositions that do not appear on Schedule B for use as Approved Compositions for purposes of the creation and transmission of EMI Tones. In such event, Licensee shall notify Publisher in writing of said requested Compositions. If Publisher agrees to consider the approval of such requested Composition(s), it shall provide written notice thereof to Licensee who shall complete, execute and submit to Publisher two (2) copies of an Addendum in the form set forth in Schedule D, and if Publisher returns to Licensee a counter-executed copy of the Addendum (which Publisher may elect to do in its sole discretion), the Compositions set forth in such Addendum shall be deemed Approved Compositions for purposes of this Agreement and the then-current version of Schedule B shall be deemed amended to include such Approved Compositions.

(c) Publisher reserves the right, in its sole discretion, to refuse to approve any Composition(s) for use as Approved Composition(s). For purposes of example, but without limitation, except as otherwise expressly provided by Publisher, as of the Effective Date and throughout the Term, Compositions written in whole or in part by Tracy Chapman, John Lennon, Jeff Lynne, James Taylor, and Stevie Wonder, and the members of the recording artists known as Aerosmith, Foo Fighters, Nirvana, Red Hot Chili Peppers, Tool, the Mars Volta, A Perfect Circle and Savage Garden, and the Composition "You've Got A Friend" (King) are not, and shall not become, Approved Compositions.

(d) Notwithstanding anything to the contrary contained in this Agreement, Licensee shall remove any EMI Tone(s) from the Network(s) within seven (7) business days after Licensee's receipt of notice from Publisher requesting such removal, and as of the end of such seven (7) business day period, and thereafter throughout the Term, Licensee shall not sell, transmit, or otherwise use or exploit such EMI Tone(s), and shall not permit third parties to do any of the foregoing, for any purpose without Publisher's prior written consent.

3. Grant of Rights

(a) License Grant to Licensee. Subject to the terms and conditions of this Agreement and provided that Licensee has fully complied with such terms and conditions, Publisher hereby grants to Licensee the following non-exclusive, non-transferable limited rights solely during the Term and solely in the Territory:

(i) Arrangement and Recording. To arrange and record, at Licensee's sole expense, one (1) excerpt of each Approved Composition, comprising up to thirty (30) consecutive seconds of such Approved Composition, for use solely in connection with the creation of an EMI Tone based on such excerpt; provided that (A) each EMI Tone shall only contain elements of one (1) Approved Composition (for purposes of example only, an EMI Tone may not include portions of two (2) or more separate Approved Compositions or portions of an Approved Composition together with portions of any other musical composition); (B) the Approved Composition excerpt used to create an EMI Tone shall be a single, continuous excerpt (for purposes of example only, such excerpt may not comprise the first ten (10) seconds and the last twenty (20) seconds of such Approved Composition); (C) no arrangement created in accordance with this paragraph 3(a)(i) shall change the basic melody or fundamental character of an Approved Composition (other than as necessarily resulting from limiting the excerpt of such Approved Composition to thirty (30) consecutive seconds); and (D) all arrangements created in accordance with this paragraph 3(a)(i) shall be subject to the provisions of paragraph 11 below;

(ii) Creation of Single Template or Server Copy. To create a template or server copy of each EMI Tone, which shall be "uploaded" to and reside on the Server for the sole and exclusive purpose of transmitting or distributing EMI Tones to End-users in accordance with the terms and conditions herein;

(iii) Sell Copies To End-Users. To sell Copies of the EMI Tones, on and through the Network, so that an End-user can purchase a Copy of the EMI Tone such that the EMI Tone may be embedded in his or her Wireless Device (it being understood that temporary, transient, non-permanent copies of the EMI Tones incidental to said transmission may be created on the Network, provided (A) no permanent copies of the EMI Tones are stored or cached on the Network except on the Server or on an End-user's Wireless Device and (B) if a security breach in the Network arises, Licensee shall immediately comply with any Publisher request to block access or remove from the Server any EMI Tone so affected);

(iv) Streaming for Promotional Purposes. For each EMI Tone, and subject to Licensee securing all necessary public performance licenses (as described in paragraph 8 below), to "stream" up to thirty (30) consecutive seconds of such EMI Tone to prospective End-users in the form of a digital audio transmission for the sole purpose of previewing or demonstrating such EMI Tone to facilitate its purchase, sale, or licensing through the Network in accordance with this Agreement; provided that Licensee shall not sell, lease, transmit, offer, or otherwise provide any EMI Tone streamed in accordance with this paragraph 3(a)(iv) (including any Approved Composition incorporated therein) as a downloadable file or in any form that would allow any Person to create, store, or retain a copy of all or part thereof.

(b) Restrictions. Notwithstanding any other provision of this Agreement:

(i) This Agreement does not authorize or permit any use or other exploitation of any Composition by Licensee or any third party, except as expressly authorized herein. If any such use or other exploitation is made or permitted by Licensee, this Agreement shall immediately terminate, and all rights and licenses granted to Licensee hereunder shall automatically terminate.

(ii) No license or other rights are granted herein to Licensee or any third party to use any current or future trademarks, service marks, design marks or trade names of or associated with

Publisher (such marks and names, collectively, the "EMI Marks"), for any purpose. Licensee may only use the EMI Marks with the prior written approval of Publisher.

(c) With respect to any Approved Composition of which less than one hundred percent (100%) is controlled by Publisher, prior to exercising any of the rights or licenses granted herein in such Approved Composition or any EMI Tone incorporating such Approved Composition, Licensee shall secure all rights and licenses from all applicable co-publisher(s) necessary to exercise, without violating the intellectual property rights or other rights of such co-publisher(s) or any third party, the rights and licenses granted herein.

(d) Nothing contained herein shall grant Licensee the right to use any particular recording of an Approved Composition.

(e) Without limiting any other provision of this Agreement, with respect to any third party rights that are necessary to be obtained by Licensee in connection with any EMI Tone or any recording or performance incorporated into or used to arrange any EMI Tone, Licensee shall be responsible for obtaining such rights at its sole expense.

4. Territory

The "Territory" covered during the Term shall be the United States, its territories and possessions (including Puerto Rico), and Canada.

5. Term

(a) The "Term" of this Agreement is one (1) year, commencing May 15, 2005, and terminating May 14, 2006.

(b) Notwithstanding the foregoing, EMI may terminate the entire grant of rights contained in this Agreement and/or the grant of rights with respect to a particular Approved Website, at any time for any reason upon thirty (30) days prior written notice to Licensee. Promptly thereafter, Licensee shall furnish Publisher with a written confirmation that it has performed any/all takedowns of EMI Tones from the Server necessary to comply with the applicable termination of rights by Publisher.

(c) If Licensee has failed to fully launch its services for any reason as contemplated upon execution of this Agreement in accordance with the rights granted to Licensee herein, as of June 1, 2005, (i) this Agreement shall immediately terminate and all terms and conditions hereof will be deemed null and void as of such date, (ii) any and all EMI Tones created by Licensee shall remain the sole property of Publisher as of such date, and Licensee shall immediately assign and transfer any and all rights therein to Publisher, (iii) Licensee shall immediately take down all EMI Tones as of such date and all of Licensee's rights in and to EMI Tones shall immediately terminate, and (iv) upon Publisher's written request, all EMI Tones in Licensee's possession or control shall be promptly destroyed by Licensee, and Licensee will deliver an affidavit to Publisher attesting to such destruction.

6. Advance / Royalties

(a) As used herein, "Publisher's Prorata Share" shall mean that proportion of Publisher's ownership of the applicable Composition, as set forth on the Schedule D Addendum.

(b) In consideration of the rights granted hereunder, upon execution of this Agreement Licensee shall pay to Publisher the sum of Two Thousand Five Hundred ($2,500.00) Dollars, as a non-returnable advance, recoupable solely from royalties otherwise payable for each Copy Sold as of the commencement hereof pursuant to this paragraph 6 ("Advance").

(c) (i) Pursuant to the terms and conditions of paragraph 7 below, Licensee shall pay Publisher for each Copy Sold a royalty equal to Publisher's Prorata Share of TEN (10%) percent of the retail selling price of each Copy Sold, with a minimum royalty for each Copy Sold of TWELVE ($0.12) Cents with respect to EMI Ringtones; and

(ii) In the event a recurring fee is charged an End-user to retain a Copy, said charge shall be deemed a royalty-bearing event. For clarity, Licensee shall pay Publisher the applicable royalty pertaining to any Copy each time a recurring payment is made to retain said Copy (or to access said EMI Tone embodied therein) on an End-user's Wireless Device. For purposes of calculating the royalty payable, if applicable, the recurring fee shall be deemed to be the original retail selling price and each time the Copy is thereby retained shall be considered a new "Copy Sold" and a royalty shall thereby be payable.

(iii) In the event a Copy is made to time-out on a Wireless Device and one is made to re-download or otherwise re-acquire said EMI Tone for reasons other than technical failure, said event shall be deemed a royalty-bearing event. For clarity, and notwithstanding the previous sentence, Licensee shall pay Publisher the applicable royalty pertaining to each Copy Sold, irrespective of whether the recipient had previously acquired the same EMI Tone embodied in such Copy Sold.

(iv) In the event a Copy is offered in a form other than individually (e.g., said EMI Tone is made available as part of a bundle or package of wireless content applications, the royalty due in connection with such Copy shall be Publisher's Pro Rata Share of the greater of: (A) TEN (10%) percent of a fraction whose numerator equals the bundle's sale price and whose denominator equals the number of royalty-bearing content applications, or (B) the minimum royalty for each Copy Sold set forth in paragraph 6(c)(i) above. By way of example, if Licensee charges $10 for a bundle of eight (8) royalty-bearing content applications (one of which is a Copy), then the royalty applicable to said Copy shall be Publisher's Prorata Share of $0.125, i.e., 10% of ($10 ÷ 8).

(v) In the event a recurring transmission fee, in addition to the original EMI Tone purchase fee, is charged to an End-user each time an End-user hears the EMI Tone (e.g., a Ten Cent ($0.10) recurring transmission fee is charged to an End-user each time he/she hears an EMI Tone), Licensee shall pay Publisher for each such Copy Publisher's Prorata Share of Ten percent (10%) of such transmission fee, in addition to the Royalty otherwise set forth in this paragraph 6.

(d) In the event an Approved Composition is controlled less than one hundred (100%) percent by Publisher or if the Songwriter Agreements require direct payments to certain third parties, upon Publisher's request, Licensee shall make direct payments to such applicable co-publishers or other third parties.

(e) In the event Licensee agrees to (or has agreed to) pay to a co-publisher of an Approved Composition, a publisher of any musical composition or a licensor of any sound recording embodying an Approved Composition used in any Ringtone, compensation or consideration in excess of the compensation or consideration to be paid to Publisher hereunder (collectively, "Excess Compensation"), then effective as of the date of such agreement, Licensee shall immediately pay to Publisher an amount equal to such Excess Compensation and this Agreement shall be deemed amended effective as of the date of such agreement to include such more favorable compensation provision. In the event the Approved Composition is not entirely controlled by Publisher, the Excess Compensation shall be based upon and shall reflect Publisher's Pro Rata Share. Upon request, Licensee shall supply to Publisher copies of all agreements between Licensee and third party licensors by which rights are granted for the use of any sound recording or musical compositions (including Approved Compositions) in Ringtones.

7. Accounting

(a) Together with the payment of all applicable sums due Publisher pursuant to paragraph 6 above, Licensee shall render Publisher accounting statements on a quarterly basis, (which shall be provided electronically, along with a hard paper copy), indicating, on a country-by-country, EMI Tone-by-EMI Tone (including the title, writers' name(s), and applicable Publisher-supplied EMI song code for each

Approved Composition), and Approved Website-by-Approved Website basis, the number of Copies Sold or otherwise distributed and/or digitally delivered in each country of the Territory, within forty-five (45) days following the last day of each calendar quarter during which such rights are granted herein, whether or not Licensee sold or otherwise distributed Copies within such quarterly period. In addition, the accounting statement shall indicate, with respect to each Copy Sold, the retail selling price therefor, whether said Copy Sold was the result of a first-time transmission or a repeat transmission/recurring charge, and any other information necessary to determine how the applicable royalty for each Copy Sold was calculated.

(b) In addition to providing quarterly accounting statements, Licensee shall, within ninety (90) days of the Effective Date, provide Publisher, upon request, with online, real-time access to the Server in order to permit the accurate identification, tracking and verification of copies of all EMI Tones, and any other data item to be enumerated on accounting statements pursuant to subparagraph (a) above.

(c) Licensee agrees to keep and maintain true and accurate records and books of account in connection with the sale of Copies and all transactions related thereto or otherwise contemplated under this Agreement, and shall retain all such records and books for a period of not less than four (4) years following the termination of this Agreement. Publisher, by its designated representative, shall have the right, upon reasonable written notice, and during normal office hours, to examine the books and records of Licensee, at Licensee's regular place of business where the books and records are maintained, as the same pertain to the subject matter of this Agreement and to make copies and extracts thereof. Licensee shall cooperate with Publisher's representative to assist them in understanding all such material. If, as a result of any audit, it is determined that Licensee has understated the royalties due to Publisher, Licensee shall immediately pay to Publisher the amount of such underpayment. If, as a result of any audit, it is determined that Licensee has understated the royalties due to Publisher by ten (10%) percent or more, Licensee shall pay to Publisher the amount by which royalties have been understated and shall reimburse Publisher for the cost of the audit.

(d) All checks shall be in United States Dollars, shall be made payable to EMI Music Publishing and unless Publisher notifies otherwise, shall be sent to the address indicated in paragraph 15 below. All accountings and payments must be received by Publisher on the date such payment and statement are due, according to the terms of this Agreement, time being of the essence hereof. No payments shall be diminished or reduced in any manner for any reason, including without limitation, any withholdings, currency restrictions, exchanges or taxes. Upon written request, Publisher shall provide Licensee with a current W-9 form for each music publishing catalog receiving payment.

(e) It is understood and agreed that there shall be no "free" or "bonus goods" of the EMI Tones, as such term is understood in the industry, i.e., all Copies Sold, distributed, transmitted, or delivered, regardless of price, shall bear a full royalty hereunder.

(f) Without limiting Publisher's rights and remedies hereunder, at law or in equity: (i) past-due payments are subject to and to be accompanied by payment of interest thereon at the prime rate as established on the due date by The Bank of New York plus two (2%) percent compounded daily and computed from the date(s) upon which each such payment(s) first became due until the date(s) upon which each such payment(s) is remitted to Publisher; and (ii) Licensee shall reimburse Publisher, within five (5) days from receipt of its invoice, for Publisher's reasonable attorney's fees and costs arising out of the occurrence of any Default Event (as defined in paragraph 14), including, without limitation, any failure by Licensee timely to render statements and account to Publisher with respect to royalties which accrue to Publisher in connection with Licensee's exploitation of its rights pursuant to the applicable provisions hereof.

8. No Performance Right Grant

(a) No right of public performance is granted under this Agreement, such right being licensed by the American Society of Composers, Authors and Publishers ("ASCAP"), Broadcast Music Inc. ("BMI"), and the Society of European Stage Authors and Composers ("SESAC") in and for the United States, and the Society of Composers, Authors and Music Publishers ("SOCAN") in and for Canada, as applicable.

(b) Any public performance of an Approved Composition as embodied in an EMI Tone, including without limitation pursuant to paragraph 3(a)(iv) above, not otherwise licensed by ASCAP and/or BMI and SOCAN, as applicable, shall be licensed by Licensee from Publisher or from Publisher's authorized agent. If said license is to be secured from Publisher, Publisher agrees to negotiate in good faith and the issuance of such license shall be in accordance with the customary industry practices and fees. Irrespective of the foregoing, it is understood that clearance by performance rights societies in such portion of the Territory as is outside of the United States will be in accordance with their customary practices and the payment of their customary fees.

9. Restrictions and Reservations of Rights.

(a) This Agreement does not authorize or permit any use of a Composition not expressly set forth herein and does not include the right to alter the fundamental character of the music of an Composition, and, specifically, the terms of this Agreement are limited to the use of each Approved Composition only as originally fixed in the EMI Tone. Publisher reserves all rights not expressly granted to Licensee hereunder. All rights granted hereunder are granted on a non-exclusive basis.

(b) No Composition may be used in a dramatic fashion, as such term is understood in the industry, or in any manner which could be considered in bad taste or offensive, i.e. each Approved Composition shall be used with regard to social convention and decency so as not to bring such Composition, the composers thereof, or Publisher into public disrepute or reflect adversely on the Composition, the composers thereof, or Publisher. No individual Composition may be used in connection with any product, any service, or in the branding, marketing, advertising or promotion of any product, service or event.

(c) Without limiting the force and effect of the foregoing, and without intending to provide an exhaustive list of prohibitive acts, this Agreement does not include the rights to: (i) rent or lease an EMI Tone; (ii) sell or otherwise distribute EMI Tones except for the personal use of individual Wireless Device owners; (iii) parody the music or lyrics of an Approved Composition; (iv) make, sell or distribute phonorecords of an Approved Composition; (v) utilize a sound recording and/or audiovisual master(s) not owned or separately licensed by Licensee; (vi) synchronize (or authorize others to synchronize) any Approved Compositions with visual images or events or include any Approved Composition in any audio-visual work, including without limitation in commercials or games; (vii) use the title of an Approved Composition except for factual and/or descriptive purposes for identifying the EMI Tones available to for purchase; (viii) use any Composition that is not a Approved Composition in any way; or (ix) use an Approved Composition on any broadcast/cablecast or on-line services (whether viewable in real time or downloadable) not specifically enumerated in this Agreement, or on any interactive program, platform, media or storage device, or any promotional use not specifically enumerated herein. Any occurrence of the above-noted items by Licensee or authorized by Licensee shall render all aspects of the Agreement immediately null and void and this Agreement shall terminate.

(d) Except for listing on the Network the composers' names for factual and/or descriptive purposes for identifying the EMI Tones available for purchase, no right whatsoever is being granted hereunder to use or authorize other Persons to use the names (including any professional names, previously, now or hereafter used), facsimile signatures, voices, likenesses or biographical material of, concerning, or regarding any of the composers of a Composition for any purpose whatsoever, including, without limitation, for purposes of exploitation of an EMI Tone on the Network. In no event shall a name of a composer of a Composition be featured more or less prominently than any other composer's name.

10. Warranties and Representations/Indemnity

(a) Publisher warrants only that it has the legal right, power and authority to grant this license and this license is given and accepted without any other warranty or recourse. Publisher hereby agrees to indemnify and hold harmless Licensee and its respective officers, directors, agents, and employees

(hereinafter, the "Indemnitees") from and against any and all liabilities, damages, costs, charges, recoveries, judgments, penalties, expenses or losses of whatsoever kind or nature, actually incurred by the Indemnitees (including reasonable attorneys' fees and disbursements) which may be obtained against, imposed upon or suffered by the Indemnitees or any of them, by reason of any breach by Publisher of any of its warranties or representations hereunder. In no event shall the total liability of Publisher in connection with the rights granted for each Approved Composition licensed hereunder exceed the consideration received by Publisher in connection with the licensing of said Approved Composition. Licensee will give Publisher prompt notice of any claim and Publisher will have the right to assume the defense thereof at Publisher's expense.

(b) Licensee represents and warrants that:

(i) there are no actions, suits, proceedings, agreements or other impediments, actual or threatened, which would prevent or impair it from performing its duties and obligations hereunder; and

(ii) it is fully empowered to enter into this Agreement and to perform its duties and obligations hereunder, that it is and shall at all times remain possessed of all rights necessary for it to completely fulfill all of its material obligations hereunder, and that its entering into this Agreement and fulfilling such obligations (including but not limited to maintenance of the Network) does not and shall not infringe upon the rights of any Person whatsoever.

(c) Licensee further represents and warrants that it shall obtain or secure (and maintain during the Term) all necessary and required licenses concerning:

(i) intellectual properties furnished or selected by Licensee and contained in any materials used in connection with the marketing, sale or distribution of Ringtones as authorized hereunder, including without limitation name and likeness rights, and that said materials shall not violate or infringe upon the rights of any third party, including without limitation intellectual property rights and/or rights of privacy and publicity; and

(ii) intellectual properties furnished or selected by Licensee and contained in an EMI Tone not licensed hereunder including that portion of the music publishing rights in and to each Approved Composition not controlled by Publisher; and that said materials shall not violate or infringe upon the rights of any third party, including without limitation intellectual property rights and/or rights of privacy and publicity.

(d) Licensee agrees to fully indemnify Publisher and hold Publisher (and its officers, directors, and employees) harmless of and from any and all liabilities, claims, causes of actions, damages, interest, charges, recoveries, judgments, penalties, expenses or losses of whatsoever kind of nature, (including without limitation, legal expenses and counsel fees and disbursements) of any kind whatsoever which may be occasioned, suffered or incurred by Publisher, either directly or indirectly, in whole or in part, resulting from or in connection with any breach or threatened breach by Licensee of any of the terms, covenants, representations and warranties contained herein, and/or any claim by any Person inconsistent with any of the representations, warranties and covenants hereunder. In addition, Licensee will reimburse Publisher on demand for any payment made at any time after the date hereof for any liability or claim to which this clause relates that has resulted in a judgment against Publisher or which has been settled with the written consent of Licensee (which consent shall not unreasonably be withheld). Publisher will give Licensee prompt notice of any claim and Licensee will have the right to assume the defense thereof at Licensee's expense.

11. Arrangements/Copies

All EMI Tones (including the master recordings created by Licensee not otherwise owned by record companies) shall be the sole and exclusive property of Publisher from inception, and Licensee

hereby sells, assigns and transfers all right, title and interest in and to each such EMI Tone and master recording to Publisher, including without limitation all copyright registrations and applications, and all renewals and extensions thereof, throughout the world. Any arrangement(s) which Licensee shall cause to be made of an Approved Composition in the creation of an EMI Tone shall be made at Licensee's own expense and shall be created only as the result of employment-for-hire and such arrangement shall be "Work Made For Hire" for Publisher, as such term is used in the United States Copyright Law. Licensee hereby sells, assigns and transfers any such arrangement(s) and all right title and interest in and to each such arrangement to Publisher and the worldwide copyright and renewals and extensions of copyright therein. Licensee warrants and represents that all Persons rendering services in connection with the creation of EMI Tones shall have executed, prior to the commencement of creation of any EMI Tone to which such Persons have contributed, written agreement(s), in full compliance with the laws of the United States and other countries, stating that those EMI Tones and any arrangements on which such EMI Tones are based, are considered a work made for hire for Publisher and irrevocably assigning all such Person's rights throughout the Territory in perpetuity, including without limitation copyrights, in those EMI Tones and other materials to Publisher. Upon Publisher's request, Licensee will cause to be executed and delivered to Publisher all assignments and transfers of ownership of copyright (including without limitation all copyright registrations and applications, and all renewals and extensions thereof) in the EMI Tones and any arrangements on which such EMI Tones are based, and any other documents as Publisher may deem necessary or appropriate to vest in Publisher the rights granted to Publisher in this Agreement. Neither Licensee nor any arranger shall be entitled to authorship credit or status as a collaborator or any remuneration by way of royalty or otherwise from the authors of such Approved Composition or from Publisher or any of Publisher's designated agents. No arrangement shall change the basic melody of any Approved Composition.

(b) Licensee shall enable Publisher freely and without charge or expense to receive EMI Tones to ensure Licensee's adherence with and to the terms and conditions of this Agreement. Any such receipt by Publisher will not constitute a Copy and will not be deemed a royalty-bearing event.

12. Ownership

Except as expressly permitted in this Agreement, Licensee shall not at any time, directly or indirectly, license, transfer, assign, sell or otherwise dispose of, pledge, mortgage or in any way encumber any Composition or any interest of any kind therein, and/or any right or license granted hereunder and any such purported license, transfer, assignment, sale, disposal, pledge, mortgage or encumbrance shall be void and of no effect.

13. No Partnership

Nothing herein contained shall create any association, partnership, joint venture or relationship of principal and agent between the parties hereto; it being understood that the parties hereto are, with respect to each other, independent contractors, and neither party shall have any authority to bind the other or the other's representatives in any way and shall not hold itself out to any Person as having authority.

14. Event of Default/Cure

(a) As used herein, the term "Event of Default" shall mean any of the following events: (i) Licensee's failure or inability to fulfill any of its material obligations hereunder for any reason; (ii) Licensee's dissolution or the liquidation of any substantial portion of its assets; (iii) the filing by or against Licensee of a petition for liquidation or reorganization or the commencement of an action against it under any applicable bankruptcy or insolvency legislation as now or hereafter in effect or under any similar statute relating to liquidation or reorganization or Licensee's consenting to any of the foregoing; (iv) the appointment of a trustee, receiver, custodian or similar appointee for Licensee for any of its property or Licensee consenting to any such appointment; (v) Licensee's making of an assignment for the benefit of

creditors; (vi) Licensee becoming insolvent; (vii) Licensee's failure to pay, or admission in writing of its inability to pay, its debts as they come due; (viii) Licensee's receipt of a "going concern" notification or similar qualification; (ix) a reduction of ten percent (10%) or more in Licensee's workforce; (x) Licensee's report of a quarterly loss for four (4) consecutive quarters; or (xi) any action by Licensee which jeopardizes any material right or remedy of Publisher hereunder. In the event that any of the matters described in this paragraph 14(a) occurs, Licensee shall provide prompt written notice thereof to Publisher.

(b) Without limiting or affecting the rights or remedies which Publisher may have under this Agreement or at law or equity, with respect to Licensee's obligations under this Agreement, it is agreed that if an Event of Default occurs or in the event of a breach on the part of Licensee, Publisher may notify Licensee in writing of such default or breach and Licensee shall have ten (10) business days from receipt of such notice in which to cure such Event of Default or breach. If such breach or Event of Default is not curable or is not cured within said ten (10) business day period, this Agreement shall automatically terminate and Licensee shall be deemed to have automatically and irrevocably assigned and transferred to Publisher, without further consideration, all right, title and interest in and to all EMI Tones (including the master recordings created by Licensee not otherwise owned by co-publishers or record companies), to the extent that such rights and interests have not already been assigned to or vested in Publisher; provided, however, that with respect to any breach or default concerning the payment of any monies whatsoever, this Agreement shall automatically terminate and the aforesaid assignment and vesting shall occur if such particular breach is not remedied within five (5) business days from the date of the notice. Publisher, in the event of any automatic termination under this paragraph and without prejudice to any other rights and remedies, shall have rights and remedies for copyright infringement, including injunctive relief.

(c) The termination of this Agreement pursuant to this paragraph shall render the further exploitation of an EMI Tone actionable as an act of copyright infringement fully subject to the remedies provided by the Copyright Act, Title 17, of the United States Code, together with other legal and equitable remedies available to Publisher.

15. Notices.

Any and all notices, consents, approvals, demands, other communications and payments hereunder shall be hand delivered or sent by certified mail, return receipt requested, at the address below (or at such other address hereafter designated by either party in writing) as follows:

To Publisher: EMI Music Publishing
810 Seventh Avenue
New York, New York 10019
Attention: Darnetha Lincoln M'Baye

To Licensee: As set forth in the heading of this Agreement.

Any notice shall be deemed complete when the same (containing whatever information may be required hereunder) is deposited in any mail box properly addressed and sent as aforesaid, except that: (a) all materials personally delivered shall be deemed served when actually received by the party to whom addressed; (b) air express materials shall be deemed served on the day of delivery to the air express company; (c) notices of change of address shall be effective only from the date of receipt; and (d) royalty statements may be sent by regular mail and shall be deemed rendered when actually received by Publisher.

16. Governing Law

This Agreement has been entered into and delivered in the State of New York and the validity, interpretation and legal effect of this Agreement shall be governed by and construed in accordance with the internal laws of the State of New York applicable to contracts entered into and performed entirely within the State of New York. Only the New York courts (state and federal) will have jurisdiction over any controversies regarding this Agreement, and the transactions contemplated by this Agreement; any action or other proceeding which involves such a controversy will be brought in those courts, in New York County, and not elsewhere. Licensee hereby irrevocably submits to the jurisdiction of the New York courts (state and federal) in any such action or proceeding and irrevocably waives any right to contest the jurisdiction (in rem or in personam) or power or decision of that court within or without the United States other than appropriate appellate courts having jurisdiction over appeals from such court(s). Licensee also irrevocably waives any defense of inconvenient forum to the maintenance of any such action or proceeding. Any process in any action or proceeding may, among other methods, be served upon Licensee by delivering or mailing it in accordance with paragraph 15. Any such delivery or mail service shall be deemed to have the same force and effect as personal service within the State of New York.

17. Assignment; Change of Control

This Agreement, and the rights, opportunities and obligations created pursuant to this Agreement, are not assignable or transferable in any manner by Licensee, nor shall Licensee sublicense or delegate any of its rights or obligations without the prior written consent of Publisher, not to be unreasonably withheld. EMI may assign this Agreement and any of its rights hereunder in whole or in part to any Person which controls, which is controlled by, or which is under common control with, EMI and/or each such Publisher or which is in partnership with EMI and/or each such Publisher; and/or to any parent, affiliated or subsidiary company or corporation, or to a Person owning, or acquiring, all or a substantial part of EMI and/or each such Publisher's stock and/or assets or with whom EMI and/or each such Publisher may merge or be merged, in which case Licensee shall not be released from its obligations hereunder.

18. Confidentiality; Publicity

Licensee and EMI agree that all information with respect to this Agreement, whether furnished by EMI to Licensee or otherwise acquired by Licensee in the course of business with EMI, shall be kept confidential. Such information shall not be disclosed at any time to any Person except to the extent required by an order of a court or other tribunal having jurisdiction or pursuant to rules and regulations of a governmental body. Notwithstanding the foregoing, the parties acknowledge and agree that in certain situations, such as where copublishers of an Approved Composition, publishers of other compositions and/or master owners require a favored nations provision, the information contained in this Agreement may have to be divulged with respect to monies payable and rights granted. Licensee and EMI may not use the other party's name in news releases, articles, brochures and marketing and/or promotional materials, without the other party's prior written approval.

19. Entire Agreement

(a) This Agreement sets forth the entire understanding between the parties hereto with respect to the subject matter hereof, and merges and extinguishes all prior understandings, negotiations, and agreements. No amendment to or modification, waiver, termination, or discharge of this Agreement or of any provision hereof shall be binding unless confirmed by a written instrument duly executed by the party to be charged therewith. Any process in any action, suit, or proceeding arising out of or relating to this Agreement may, among other methods, be served upon the applicable party by delivering it or mailing it in accordance with paragraph 15 above. No waiver of any provision of or default under this Agreement shall affect the right of either party thereafter to enforce such provision or to exercise any right or remedy in the event of any other default, whether or not similar.

(b) If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not essential to the intended operation of this Agreement.

20. Miscellaneous

This Agreement shall apply for the Term hereof only, and shall not be binding upon or prejudicial to any position taken by Publisher or Licensee for any period subsequent to the Term of this Agreement. The captions of paragraphs contained in this Agreement are for reference only and are not to be construed in any way as a part of the Agreement. This Agreement shall not become effective until executed by all proposed parties hereto.

IN WITNESS WHEREOF, the parties have caused the foregoing to be executed as of the date first above written.

EMI Music Publishing

By: _____
Publisher

Mobliss, Inc.

By: _____
Licensee

SCHEDULE A

(List of Publishing Catalogs)

AVON GATE MUSIC INC. (BMI)
BARHAM BOULEVARD MUSIC, INC. (BMI)
BEECHWOOD MUSIC CORP. (BMI)
BURBANK PLAZA MUSIC, INC. (ASCAP)
CARWIN MUSIC INC. (ASCAP)
COLGEMS-EMI MUSIC INC. (ASCAP)
COMBINE MUSIC CORP. (BMI)
EMI AFFILIATED CATALOG INC. (BMI)
EMI AL GALLICO MUSIC CORP. (BMI)
EMI ALGEE MUSIC CORP. (BMI)
EMI APRIL MUSIC INC. (ASCAP)
EMI BELFAST MUSIC, INC. (BMI)
EMI BMPC CORP. (ASCAP)
EMI BLACKWOOD MUSIC INC. (BMI)
EMI BRILLIG MUSIC, INC. (ASCAP)
EMI DUCE MUSIC, INC. (ASCAP)
EMI EASY LISTENING MUSIC CORP. (ASCAP)
EMI FEIST CATALOG INC. (ASCAP)
EMI FULL KEEL MUSIC (ASCAP)
EMI GOLD HORIZON MUSIC CORP. (BMI)
EMI GOLDEN TORCH MUSIC CORP. (ASCAP)
EMI GROVE PARK MUSIC, INC. (BMI)
EMI HASTINGS CATALOG INC. (BMI)
EMI INTERTRAX MUSIC INC. (BMI)
EMI JEMAXAL MUSIC INC. (ASCAP)
EMI LONGITUDE MUSIC (BMI)
EMI MILLER CATALOG INC. (ASCAP)
EMI MILLS MUSIC, INC. (ASCAP)
EMI MOGULL, INC. (ASCAP)
EMI NORBUD MUSIC, INC. (BMI)
EMI NTM HOLDINGS, INC. (ASCAP)
EMI PST HOLDINGS, INC. (ASCAP)
EMI ROBBINS CATALOG INC. (ASCAP)
EMI SOSAHA MUSIC INC. (BMI)
EMI SLITHY SONGS, INC. (BMI)
EMI TSM HOLDINGS, INC. (BMI)
EMI U CATALOG INC. (ASCAP)
EMI UNART CATALOG INC. (BMI)
EMI VARIETY CATALOG INC. (ASCAP)
EMI VINE MUSIC, INC. (BMI)
EMI VIRGIN MUSIC, INC. (ASCAP)
EMI VIRGIN SONGS, INC. (BMI)
EMI WATERFORD MUSIC, INC. (ASCAP)
EMI WORLDTRAX MUSIC INC. (ASCAP)
FORAY MUSIC (SESAC)
GLENWOOD MUSIC CORP. (ASCAP)
JOBETE MUSIC CO., INC. (ASCAP)
NEW TANDEM MUSIC, INC. (ASCAP)
SCREEN GEMS-EMI MUSIC INC. (BMI)
STONE DIAMOND MUSIC CORPORATION (BMI)
TRIPLE STAR MUSIC, INC. (BMI)

SCHEDULE B

(List of Approved Compositions)

SCHEDULE C

(pursuant to paragraph 1(o))

ADDENDUM OF RIGHTS

ADDENDUM to the Agreement dated November 1, 2005, by and between EMI Music Publishing and Mobliss, Inc. (the "Agreement"). Upon the full execution of this Addendum by the parties hereto, the following additional Website(s) is/are deemed Approved Website(s), and thus part of the Network, effective as of the date set forth below:

1. The URL(s) of the Website(s) proposed for approval pursuant to this Addendum, and the date on which EMI Tones first shall be marketed thereon, is/are:

http://www._____.com Date:_____

2. All terms not defined herein shall have the same meaning given them in the Agreement. Except as expressly or by necessary implication modified hereby, the terms and conditions of the Agreement remain in full force and effect, and are hereby ratified and affirmed without limitation or exception.

IN WITNESS WHEREOF, the parties have caused the foregoing ADDENDUM to be executed as of this _____ day of _____, 200_.

EMI Music Publishing

By:_____
Publisher

Mobliss, Inc.

By:_____
Licensee

SCHEDULE D

(pursuant to paragraph 2(b))

ADDENDUM OF RIGHTS

ADDENDUM to the Agreement dated November 1, 2005, by and between EMI Music Publishing and Mobliss, Inc. (the "Agreement"). Upon the full execution of this Addendum by the parties hereto, the following listed Composition(s) are deemed Approved Composition(s) under the Agreement, effective as of the date set forth below:

1. The Composition(s) subject to this Addendum is/are:

["TITLE"] composed by ["WRITER(S)" (%)].

2. The Territory shall be as per the Agreement, [excluding, in the case of the Composition entitled _____, the country(ies) of _____.]

3. All terms not defined herein shall have the same meaning given them in the Agreement. Except as expressly or by necessary implication modified hereby, the terms and conditions of the Agreement remain in full force and effect, and are hereby ratified and affirmed without limitation or exception.

IN WITNESS WHEREOF, the parties have caused the foregoing ADDENDUM to be executed as of this _____ day of _____, 200_.

EMI Music Publishing

By: _____
Publisher

Mobliss, Inc.

By: _____
Licensee

Ringtone License

THIS AGREEMENT (the "Agreement") is made as of November 1, 2005 effective, as of October 1, 2005 ("Effective Date"), by and between Zapptrio, Inc., 20300 Stevens Creek Boulevard., #300, Cupertino, CA 95014 ("Licensee"), and EMI Music Publishing, 810 Seventh Avenue, New York, New York 10019 ("EMI", "Publisher"). All capitalized terms in this Agreement are defined in paragraph 1 below, unless otherwise indicated.

WHEREAS, EMI is actively engaged in the business of music publishing and controls the music publishing rights to certain Compositions which are contained in the music publishing catalogs listed on Schedule A, attached hereto and made a part hereof; and

WHEREAS, Licensee desires to obtain and Publisher desires to grant a license to arrange and record one or more Approved Composition(s) for the sole purpose of creating EMI Ringtones that may be distributed as EMI Tones whereby an End-user can receive a copy of the EMI Tone into a Wireless Device ("Licensee's Service"), solely in the manner provided herein and in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. Definitions

As used in this Agreement, the following terms will have the meanings set forth below:

(a) "Composition" means a musical composition which is owned and/or controlled in whole or in part by Publisher, and which is made available, in Publisher's discretion and subject to Publisher's written approval, to Licensee subject to the terms and conditions set forth in this Agreement and subject to any restrictions imposed by Publisher or by any Songwriter Agreements; provided that with respect to any Composition which is or may be owned or controlled by Publisher only in part, the term "Composition" shall refer only to that portion of the musical composition owned or controlled by Publisher. "Approved Composition" means a Composition which, pursuant to paragraph 2 below, has been approved by Publisher as an Approved Composition available for use by Licensee in accordance with the terms and conditions of this Agreement.

(b) "Copy," means a digital transmission(s) or electronic distribution(s) of a single Approved Composition contained in an EMI Tone to an End-user.

(c) "Copies Sold" and "sales" mean one hundred (100%) percent of those Copies digitally transmitted or otherwise electronically distributed to End-users (including without limitation to an End-user's Wireless Device).

(d) "Dollars" and "Cents" mean United States Dollars and Cents.

(e) "EMI Ringtone" means a Ringtone that features the digital transmission of an Approved Composition, the length of which shall not exceed forty-five (45) consecutive seconds, solely in connection with Licensee's Service and in accordance with the terms and conditions of this Agreement. For the purpose of this Agreement, EMI Ringtones shall be referred to as "EMI Tones".

(f) "End-user" means a Wireless Device owner, user, or customer who legally procures from Licensee the sale or distribution of an EMI Tone, for that period of time only during which such transmission right has been legally procured.

(g) "Network" means the Approved Third Party Carrier(s) (as defined below) supporting the Qualcomm "Brew" platform, on which EMI Tones will be made available to End-users, as served from and through the Server, via a range of service channels including satellite, web, WAP, SMS, or cellular transmission. Licensee at all times shall institute security measures with respect to all aspects of its Network(s) that: (i) prevent any EMI Tones or any underlying Approved Composition from being copied, played, distributed, transmitted, performed, used or exploited, in whole or in part, in any format or by any means other than in the format and by the means permitted by Publisher hereunder; (ii) prevent unauthorized reproduction and distribution of all EMI Tones and any underlying Approved Compositions; (iii) are sufficient, as determined by Publisher, to track and enforce the use limitations and other restrictions described in this Agreement; and (iv) meet or exceed current industry standards as they exist from time to time for the licensed delivery of music via digital transmission (including, without limitation, anti-virus, firewall, password, and anti-hacking protections).

(h) "Person" means any individual, corporation, partnership, association or other organized group or combination of any or all of the foregoing, and their legal successors or representatives.

(i) "Ringtone" means any data that resides or is stored in (whether temporarily or permanently), or which is transmitted to, a Wireless Device, which data causes a predetermined melodic sequence of a musical composition to be reproduced, performed, and/or played for purposes of announcing an incoming call on such Wireless Device in an audio format (i.e., not audiovisual). For the avoidance of doubt, "Ringtone" shall not include (and this Agreement shall not be deemed to grant Licensee any rights to use Compositions in or as), inter alia, Ringbacks or Ringback tones, so-called enhanced ringtones (e.g., Ringtones that include any visual element), or Ringtones that: (i) embody a master sound recording of the Composition or (ii) embody vocal and/or human instrumental performances ("Mastertones").

(j) "Ringbacks" or "Ringback tones" means the distribution or transmission of a musical composition to a Wireless Device or telephone for the purpose of notifying a caller that the call recipient is being alerted to the incoming call.

(k) "Server" means Licensee's proprietary Internet server or Licensee's development server which is hosted at hosting facilities under Licensee's control, which shall be located within the Territory, on which templates of the EMI Tones licensed hereunder will exclusively reside, and from which the EMI Tones will be digitally transmitted or distributed to End-users through the Network. For purposes of clarification, no EMI Tone shall be offered for sale through an Approved Third Party Carrier and permanently stored in an End-user's Wireless Device without first being transmitted from and through the Server. The parties acknowledge that Licensee shall sell EMI Tones in two ways: 1) through BREW applications, and 2) through the internet and mobile storefronts using Premium SMS billing, and further acknowledge that each method may require separate servers as set forth above.

(l) "Songwriter Agreement(s)" shall mean those agreements pursuant to which Publisher has acquired rights with respect to any Composition.

(m) "Term" has the meaning set forth in paragraph 5(a) below.

(n) "Territory" has the meaning set forth in paragraph 4 below.

(o) "Third Party Carrier" means a third party wireless carrier or provider that incorporates or supports the Qualcomm "Brew" platform into its wireless consumer offerings, by whom Licensee proposes to allow EMI Ringtones to be transmitted to consumers. For each Third Party Carrier, Licensee shall complete, execute and submit to Publisher two (2) copies of an executed Addendum in the form set forth in Schedule C, which shall list the requested Third Party Carrier(s). Licensee shall reasonably cooperate with respect to Publisher's further inquiries or for additional information concerning any Third Party Carrier(s) proposed by Licensee, including without limitation, the nature of business conducted on said

Third Party Carrier(s) and by the Person(s) owning and operating or directing the operation of such Third Party Carrier(s), and the accounting and reporting procedures in place between Licensee and the Person(s) owning and operating or directing the operation of such Third Party Carrier(s). If Publisher approves said Third Party Carrier(s) (which Publisher may elect to do in its sole discretion), Publisher shall return a counter-executed copy of the Addendum to Licensee, and said Third Party Carrier shall be deemed approved by Publisher ("Approved Third Party Carrier"). The parties acknowledge that, upon execution, VERIZON WIRELESS shall be deemed an Approved Third Party Carrier.

(p) "Wireless Device" means a mobile telephone or a hybrid handheld wireless device that incorporates the telephony or messaging function of a mobile telephone and that operates on a wireless communications network regulated by the U.S. Federal Communications Commission in accordance with its rules and regulations governing commercial mobile radio services. Wireless Devices do not include, without limitation, toys, or games.

(q) Each other expression used herein, unless herein separately defined, shall have the meaning commonly understood in the music publishing industry.

2. Supply of Compositions

(a) The Compositions listed on Schedule B hereto (hereby incorporated herein by this reference) as of the Effective Date are deemed to be Approved Compositions for purposes of this Agreement. From time to time during the Term, Schedule B may be amended by Publisher in its discretion, in which event Publisher shall provide Licensee with a written copy of such revised Schedule B, and upon Licensee's receipt of such revised Schedule B, the Compositions listed on such revised Schedule B shall be deemed to be Approved Compositions for purposes of this Agreement (and to the extent that any Approved Compositions from an earlier version of Schedule B are not listed on such revised Schedule B, such Compositions shall no longer be deemed to be Approved Compositions for purposes of this Agreement). Publisher will use reasonable efforts to clearly indicate for Licensee any additions, deletions and/or corrections to the list of Compositions set forth in any revised Schedule B that is provided to Licensee.

(b) Following the execution of this Agreement and throughout the Term, Licensee may seek Publisher's approval of Compositions that do not appear on Schedule B for use as Approved Compositions for purposes of the creation and transmission of EMI Tones. In such event, Licensee shall notify Publisher in writing of said requested Compositions. If Publisher agrees to consider the approval of such requested Composition(s), it shall provide written notice thereof to Licensee who shall complete, execute and submit to Publisher two (2) copies of an Addendum in the form set forth in Schedule D, and if Publisher returns to Licensee a counter-executed copy of the Addendum (which Publisher may elect to do in its sole discretion), the Compositions set forth in such Addendum shall be deemed Approved Compositions for purposes of this Agreement and the then-current version of Schedule B shall be deemed amended to include such Approved Compositions.

(c) Publisher reserves the right, in its sole discretion, to refuse to approve any Composition(s) for use as Approved Composition(s). For purposes of example, but without limitation, except as otherwise expressly provided by Publisher, as of the Effective Date and throughout the Term, Compositions written in whole or in part by Tracy Chapman, John Lennon, Jeff Lynne, James Taylor, and Stevie Wonder, and the members of the recording artists known as Aerosmith, Foo Fighters, Nirvana, Red Hot Chili Peppers, Tool, the Mars Volta, A Perfect Circle and Savage Garden, and the Composition "You've Got A Friend" (King) are not, and shall not become, Approved Compositions.

(d) Notwithstanding anything to the contrary contained in this Agreement, Licensee shall remove any EMI Tone(s) from the Network(s) within seven (7) business days after Licensee's receipt of notice from Publisher requesting such removal, and as of the end of such seven (7) business day period, and thereafter throughout the Term, Licensee shall not sell, transmit, or otherwise use or exploit such EMI

Tone(s), and shall not permit third parties to do any of the foregoing, for any purpose without Publisher's prior written consent.

3. Grant of Rights

(a) License Grant to Licensee. Subject to the terms and conditions of this Agreement and provided that Licensee has fully complied with such terms and conditions, Publisher hereby grants to Licensee the following non-exclusive, non-transferable limited rights solely during the Term and solely in the Territory:

(i) Arrangement and Recording. To arrange and record, at Licensee's sole expense, one (1) excerpt of each Approved Composition, comprising up to forty five (45) consecutive seconds of such Approved Composition, for use solely in connection with the creation of an EMI Tone based on such excerpt; provided that (A) each EMI Tone shall only contain elements of one (1) Approved Composition (for purposes of example only, an EMI Tone may not include portions of two (2) or more separate Approved Compositions or portions of an Approved Composition together with portions of any other musical composition); (B) the Approved Composition excerpt used to create an EMI Tone shall be a single, continuous excerpt (for purposes of example only, such excerpt may not comprise the first ten (10) seconds and the last twenty (20) seconds of such Approved Composition); (C) no arrangement created in accordance with this paragraph 3(a)(i) shall change the basic melody or fundamental character of an Approved Composition (other than as necessarily resulting from limiting the excerpt of such Approved Composition to forty five (45) consecutive seconds); and (D) all arrangements created in accordance with this paragraph 3(a)(i) shall be subject to the provisions of paragraph 11 below;

(ii) Creation of Single Template or Server Copy. To create a template or server copy of each EMI Tone, which shall be "uploaded" to and reside on the Server for the sole and exclusive purpose of transmitting or distributing EMI Tones to End-users in accordance with the terms and conditions herein;

(iii) Sell Copies To End-Users. To sell Copies of the EMI Tones, on and through the Network, so that an End-user can purchase a Copy of the EMI Tone such that the EMI Tone may be embedded in his or her Wireless Device (it being understood that temporary, transient, non-permanent copies of the EMI Tones incidental to said transmission may be created on the Network, provided (A) no permanent copies of the EMI Tones are stored or cached on the Network except on the Server or on an End-user's Wireless Device and (B) if a security breach in the Network arises, Licensee shall immediately comply with any Publisher request to block access or remove from the Server any EMI Tone so affected);

(iv) Streaming for Promotional Purposes. For each EMI Tone, and subject to Licensee securing all necessary public performance licenses (as described in paragraph 8 below), to "stream" up to forty five (45) consecutive seconds of such EMI Tone to prospective End-users in the form of a digital audio transmission for the sole purpose of previewing or demonstrating such EMI Tone to facilitate its purchase, sale, or licensing through the Network in accordance with this Agreement; provided that Licensee shall not sell, lease, transmit, offer, or otherwise provide any EMI Tone streamed in accordance with this paragraph 3(a)(iv) (including any Approved Composition incorporated therein) as a downloadable file or in any form that would allow any Person to create, store, or retain a copy of all or part thereof.

(b) Restrictions. Notwithstanding any other provision of this Agreement:

(i) This Agreement does not authorize or permit any use or other exploitation of any Composition by Licensee or any third party, except as expressly authorized herein. If any such use or other exploitation is made or permitted by Licensee, this Agreement shall immediately terminate, and all rights and licenses granted to Licensee hereunder shall automatically terminate.

(ii) No license or other rights are granted herein to Licensee or any third party to use any current or future trademarks, service marks, design marks or trade names of or associated with Publisher (such marks and names, collectively, the "EMI Marks"), for any purpose. Licensee may only use the EMI Marks with the prior written approval of Publisher.

(c) With respect to any Approved Composition of which less than one hundred percent (100%) is controlled by Publisher, prior to exercising any of the rights or licenses granted herein in such Approved Composition or any EMI Tone incorporating such Approved Composition, Licensee shall secure all rights and licenses from all applicable co-publisher(s) necessary to exercise, without violating the intellectual property rights or other rights of such co-publisher(s) or any third party, the rights and licenses granted herein.

(d) Nothing contained herein shall grant Licensee the right to use any particular recording of an Approved Composition.

(e) Without limiting any other provision of this Agreement, with respect to any third party rights that are necessary to be obtained by Licensee in connection with any EMI Tone or any recording or performance incorporated into or used to arrange any EMI Tone, Licensee shall be responsible for obtaining such rights at its sole expense.

4. Territory

The "Territory" covered during the Term shall be the United States, its territories and possessions (including Puerto Rico). For purposes of clarification, only consumers of U.S. wireless carriers shall be permitted to Download EMI Ringtones.

5. Term

(a) The "Term" of this Agreement is one (1) year, commencing October 1, 2005, and terminating September 30, 2006.

(b) Notwithstanding the foregoing, EMI may terminate the entire grant of rights contained in this Agreement and/or the grant of rights with respect to a particular Approved Third Party Carrier, at any time for any reason upon thirty (30) days prior written notice to Licensee. Promptly thereafter, Licensee shall furnish Publisher with a written confirmation that it has performed any/all takedowns of EMI Tones from the Server necessary to comply with the applicable termination of rights by Publisher.

(c) If Licensee has failed to fully launch its services for any reason as contemplated upon execution of this Agreement in accordance with the rights granted to Licensee herein, as of June 1, 2005, (i) this Agreement shall immediately terminate and all terms and conditions hereof will be deemed null and void as of such date, (ii) any and all EMI Tones created by Licensee shall remain the sole property of Publisher as of such date, and Licensee shall immediately assign and transfer any and all rights therein to Publisher, (iii) Licensee shall immediately take down all EMI Tones as of such date and all of Licensee's rights in and to EMI Tones shall immediately terminate, and (iv) upon Publisher's written request, all EMI Tones in Licensee's possession or control shall be promptly destroyed by Licensee, and Licensee will deliver an affidavit to Publisher attesting to such destruction.

6. Advance / Royalties

(a) As used herein, "Publisher's Prorata Share" shall mean that proportion of Publisher's ownership of the applicable Composition, as set forth on the Schedule D Addendum.

(b) Licensee shall pay Publisher a non-returnable, non-recoupable "fixing fee" equal to Publisher's Prorata Share of Twenty-Five Dollars ($25.00) for each Composition copied to the Server.

(c) (i) Pursuant to the terms and conditions of paragraph 7 below, Licensee shall pay Publisher for each Copy Sold a royalty equal to Publisher's Prorata Share of TEN (10%) percent of the retail selling price of each Copy Sold, with a minimum royalty for each Copy Sold of TEN ($0.10) Cents with respect to EMI Ringtones; and

(ii) In the event a recurring fee is charged an End-user to retain a Copy, said charge shall be deemed a royalty-bearing event. For clarity, Licensee shall pay Publisher the applicable royalty pertaining to any Copy each time a recurring payment is made to retain said Copy (or to access said EMI Tone embodied therein) on an End-user's Wireless Device. For purposes of calculating the royalty payable, if applicable, the recurring fee shall be deemed to be the original retail selling price and each time the Copy is thereby retained shall be considered a new "Copy Sold" and a royalty shall thereby be payable.

(iii) In the event a Copy is made to time-out on a Wireless Device and one is made to re-download or otherwise re-acquire said EMI Tone for reasons other than technical failure, said event shall be deemed a royalty-bearing event. For clarity, and notwithstanding the previous sentence, Licensee shall pay Publisher the applicable royalty pertaining to each Copy Sold, irrespective of whether the recipient had previously acquired the same EMI Tone embodied in such Copy Sold.

(iv) In the event a Copy is offered in a form other than individually (e.g., said EMI Tone is made available as part of a bundle or package of wireless content applications, the royalty due in connection with such Copy shall be Publisher's Pro Rata Share of the greater of: (A) TEN (10%) percent of a fraction whose numerator equals the bundle's sale price and whose denominator equals the number of royalty-bearing content applications, or (B) the minimum royalty for each Copy Sold set forth in paragraph 6(c)(i) above. By way of example, if Licensee charges $10 for a bundle of eight (8) royalty-bearing content applications (one of which is a Copy), then the royalty applicable to said Copy shall be Publisher's Prorata Share of $0.125, i.e., 10% of ($10 ÷ 8).

(v) In the event a recurring transmission fee, in addition to the original EMI Tone purchase fee, is charged to an End-user each time an End-user hears the EMI Tone (e.g., a Ten Cent ($0.10) recurring transmission fee is charged to an End-user each time he/she hears an EMI Tone), Licensee shall pay Publisher for each such Copy Publisher's Prorata Share of Ten percent (10%) of such transmission fee, in addition to the Royalty otherwise set forth in this paragraph 6.

(d) In the event an Approved Composition is controlled less than one hundred (100%) percent by Publisher or if the Songwriter Agreements require direct payments to certain third parties, upon Publisher's request, Licensee shall make direct payments to such applicable co-publishers or other third parties.

(e) In the event Licensee agrees to (or has agreed to) pay to a co-publisher of an Approved Composition, a publisher of any musical composition or a licensor of any sound recording embodying an Approved Composition used in any Ringtone, compensation or consideration in excess of the compensation or consideration to be paid to Publisher hereunder (collectively, "Excess Compensation"), then effective as of the date of such agreement, Licensee shall immediately pay to Publisher an amount equal to such Excess Compensation and this Agreement shall be deemed amended effective as of the date of such agreement to include such more favorable compensation provision. In the event the Approved Composition is not entirely controlled by Publisher, the Excess Compensation shall be based upon and shall reflect Publisher's Pro Rata Share. Upon request, Licensee shall supply to Publisher copies of all agreements between Licensee and third party licensors by which rights are granted for the use of any sound recording or musical compositions (including Approved Compositions) in Ringtones.

7. Accounting

(a) Together with the payment of all applicable sums due Publisher pursuant to paragraph 6 above, Licensee shall render Publisher accounting statements on a quarterly basis, (which shall be

provided electronically, along with a hard paper copy), indicating, on a country-by-country, EMI Tone-by-EMI Tone (including the title, writers' name(s), and applicable Publisher-supplied EMI song code for each Approved Composition), and Third Party Carrier-by-Third Party Carrier basis, the number of Copies Sold or otherwise distributed and/or digitally delivered in each country of the Territory, within forty-five (45) days following the last day of each calendar quarter during which such rights are granted herein, whether or not Licensee sold or otherwise distributed Copies within such quarterly period. In addition, the accounting statement shall indicate, with respect to each Copy Sold, the retail selling price therefor, whether said Copy Sold was the result of a first-time transmission or a repeat transmission/recurring charge, and any other information necessary to determine how the applicable royalty for each Copy Sold was calculated.

(b) In addition to providing quarterly accounting statements, Licensee shall, within ninety (90) days of the Effective Date, provide Publisher, upon request, with online, real-time access to the Server in order to permit the accurate identification, tracking and verification of copies of all EMI Tones, and any other data item to be enumerated on accounting statements pursuant to subparagraph (a) above.

(c) Licensee agrees to keep and maintain true and accurate records and books of account in connection with the sale of Copies and all transactions related thereto or otherwise contemplated under this Agreement, and shall retain all such records and books for a period of not less than four (4) years following the termination of this Agreement. Publisher, by its designated representative, shall have the right, upon reasonable written notice, and during normal office hours, to examine the books and records of Licensee, at Licensee's regular place of business where the books and records are maintained, as the same pertain to the subject matter of this Agreement and to make copies and extracts thereof. Licensee shall cooperate with Publisher's representative to assist them in understanding all such material. If, as a result of any audit, it is determined that Licensee has understated the royalties due to Publisher, Licensee shall immediately pay to Publisher the amount of such underpayment. If, as a result of any audit, it is determined that Licensee has understated the royalties due to Publisher by ten (10%) percent or more, Licensee shall pay to Publisher the amount by which royalties have been understated and shall reimburse Publisher for the cost of the audit.

(d) All checks shall be in United States Dollars, shall be made payable to EMI Music Publishing and unless Publisher notifies otherwise, shall be sent to the address indicated in paragraph 15 below. All accountings and payments must be received by Publisher on the date such payment and statement are due, according to the terms of this Agreement, time being of the essence hereof. No payments shall be diminished or reduced in any manner for any reason, including without limitation, any withholdings, currency restrictions, exchanges or taxes. Upon written request, Publisher shall provide Licensee with a current W-9 form for each music publishing catalog receiving payment.

(e) It is understood and agreed that there shall be no "free" or "bonus goods" of the EMI Tones, as such term is understood in the industry, i.e., all Copies Sold, distributed, transmitted, or delivered, regardless of price, shall bear a full royalty hereunder.

(f) Without limiting Publisher's rights and remedies hereunder, at law or in equity: (i) past-due payments are subject to and to be accompanied by payment of interest thereon at the prime rate as established on the due date by The Bank of New York plus two (2%) percent compounded daily and computed from the date(s) upon which each such payment(s) first became due until the date(s) upon which each such payment(s) is remitted to Publisher; and (ii) Licensee shall reimburse Publisher, within five (5) days from receipt of its invoice, for Publisher's reasonable attorney's fees and costs arising out of the occurrence of any Default Event (as defined in paragraph 14), including, without limitation, any failure by Licensee timely to render statements and account to Publisher with respect to royalties which accrue to Publisher in connection with Licensee's exploitation of its rights pursuant to the applicable provisions hereof.

8. No Performance Right Grant

(a) No right of public performance is granted under this Agreement, such right being licensed by the American Society of Composers, Authors and Publishers ("ASCAP"), Broadcast Music Inc. ("BMI"), and the Society of European Stage Authors and Composers ("SESAC") in and for the United States, and the Society of Composers, Authors and Music Publishers ("SOCAN") in and for Canada, as applicable.

(b) Any public performance of an Approved Composition as embodied in an EMI Tone, including without limitation pursuant to paragraph 3(a)(iv) above, not otherwise licensed by ASCAP and/or BMI and SOCAN, as applicable, shall be licensed by Licensee from Publisher or from Publisher's authorized agent. If said license is to be secured from Publisher, Publisher agrees to negotiate in good faith and the issuance of such license shall be in accordance with the customary industry practices and fees. Irrespective of the foregoing, it is understood that clearance by performance rights societies in such portion of the Territory as is outside of the United States will be in accordance with their customary practices and the payment of their customary fees.

9. Restrictions and Reservations of Rights

(a) This Agreement does not authorize or permit any use of a Composition not expressly set forth herein and does not include the right to alter the fundamental character of the music of an Composition, and, specifically, the terms of this Agreement are limited to the use of each Approved Composition only as originally fixed in the EMI Tone. Publisher reserves all rights not expressly granted to Licensee hereunder. All rights granted hereunder are granted on a non-exclusive basis.

(b) No Composition may be used in a dramatic fashion, as such term is understood in the industry, or in any manner which could be considered in bad taste or offensive; i.e. each Approved Composition shall be used with regard to social convention and decency so as not to bring such Composition, the composers thereof, or Publisher into public disrepute or reflect adversely on the Composition, the composers thereof, or Publisher. No individual Composition may be used in connection with any product, any service, or in the branding, marketing, advertising or promotion of any product, service or event.

(c) Without limiting the force and effect of the foregoing, and without intending to provide an exhaustive list of prohibitive acts, this Agreement does not include the rights to: (i) rent or lease an EMI Tone; (ii) sell or otherwise distribute EMI Tones except for the personal use of individual Wireless Device owners; (iii) parody the music or lyrics of an Approved Composition; (iv) make, sell or distribute phonorecords of an Approved Composition; (v) utilize a sound recording and/or audiovisual master(s) not owned or separately licensed by Licensee; (vi) synchronize (or authorize others to synchronize) any Approved Compositions with visual images or events or include any Approved Composition in any audio-visual work, including without limitation in commercials or games; (vii) use the title of an Approved Composition except for factual and/or descriptive purposes for identifying the EMI Tones available to for purchase; (viii) use any Composition that is not a Approved Composition in any way; or (ix) use an Approved Composition on any broadcast/cablecast or on-line services (whether viewable in real time or downloadable) not specifically enumerated in this Agreement, or on any interactive program, platform, media or storage device, or any promotional use not specifically enumerated herein. Any occurrence of the above-noted items by Licensee or authorized by Licensee shall render all aspects of the Agreement immediately null and void and this Agreement shall terminate.

(d) Except for listing on the Network the composers' names for factual and/or descriptive purposes for identifying the EMI Tones available for purchase, no right whatsoever is being granted hereunder to use or authorize other Persons to use the names (including any professional names, previously, now or hereafter used), facsimile signatures, voices, likenesses or biographical material of, concerning, or regarding any of the composers of a Composition for any purpose whatsoever, including, without limitation, for purposes of exploitation of an EMI Tone on the Network. In no event shall a name of a composer of a Composition be featured more or less prominently than any other composer's name.

10. Warranties and Representations/Indemnity

(a) Publisher warrants only that it has the legal right, power and authority to grant this license and this license is given and accepted without any other warranty or recourse. Publisher hereby agrees to

indemnify and hold harmless Licensee and its respective officers, directors, agents, and employees (hereinafter, the "Indemnitees") from and against any and all liabilities, damages, costs, charges, recoveries, judgments, penalties, expenses or losses of whatsoever kind or nature, actually incurred by the Indemnitees (including reasonable attorneys' fees and disbursements) which may be obtained against, imposed upon or suffered by the Indemnitees or any of them, by reason of any breach by Publisher of any of its warranties or representations hereunder. In no event shall the total liability of Publisher in connection with the rights granted for each Approved Composition licensed hereunder exceed the consideration received by Publisher in connection with the licensing of said Approved Composition. Licensee will give Publisher prompt notice of any claim and Publisher will have the right to assume the defense thereof at Publisher's expense.

(b) Licensee represents and warrants that:

(i) there are no actions, suits, proceedings, agreements or other impediments, actual or threatened, which would prevent or impair it from performing its duties and obligations hereunder; and

(ii) it is fully empowered to enter into this Agreement and to perform its duties and obligations hereunder, that it is and shall at all times remain possessed of all rights necessary for it to completely fulfill all of its material obligations hereunder, and that its entering into this Agreement and fulfilling such obligations (including but not limited to maintenance of the Network) does not and shall not infringe upon the rights of any Person whatsoever.

(c) Licensee further represents and warrants that it shall obtain or secure (and maintain during the Term) all necessary and required licenses concerning:

(i) intellectual properties furnished or selected by Licensee and contained in any materials used in connection with the marketing, sale or distribution of Ringtones as authorized hereunder, including without limitation name and likeness rights, and that said materials shall not violate or infringe upon the rights of any third party, including without limitation intellectual property rights and/or rights of privacy and publicity; and

(ii) intellectual properties furnished or selected by Licensee and contained in an EMI Tone not licensed hereunder including that portion of the music publishing rights in and to each Approved Composition not controlled by Publisher; and that said materials shall not violate or infringe upon the rights of any third party, including without limitation intellectual property rights and/or rights of privacy and publicity.

(d) Licensee agrees to fully indemnify Publisher and hold Publisher (and its officers, directors, and employees) harmless of and from any and all liabilities, claims, causes of actions, damages, interest, charges, recoveries, judgments, penalties, expenses or losses of whatsoever kind of nature, (including without limitation, legal expenses and counsel fees and disbursements) of any kind whatsoever which may be occasioned, suffered or incurred by Publisher, either directly or indirectly, in whole or in part, resulting from or in connection with any breach or threatened breach by Licensee of any of the terms, covenants, representations and warranties contained herein, and/or any claim by any Person inconsistent with any of the representations, warranties and covenants hereunder. In addition, Licensee will reimburse Publisher on demand for any payment made at any time after the date hereof for any liability or claim to which this clause relates that has resulted in a judgment against Publisher or which has been settled with the written consent of Licensee (which consent shall not unreasonably be withheld). Publisher will give Licensee prompt notice of any claim and Licensee will have the right to assume the defense thereof at Licensee's expense.

11. Arrangements/Copies.

All EMI Tones (including the master recordings created by Licensee not otherwise owned by record companies) shall be the sole and exclusive property of Publisher from inception, and Licensee hereby sells, assigns and transfers all right, title and interest in and to each such EMI Tone and master recording to Publisher, including without limitation all copyright registrations and applications, and all renewals and extensions thereof, throughout the world. Any arrangement(s) which Licensee shall cause to be made of an Approved Composition in the creation of an EMI Tone shall be made at Licensee's own expense and shall be created only as the result of employment-for-hire and such arrangement shall be "Work Made For Hire" for Publisher, as such term is used in the United States Copyright Law. Licensee hereby sells, assigns and transfers any such arrangement(s) and all right title and interest in and to each such arrangement to Publisher and the worldwide copyright and renewals and extensions of copyright therein. Licensee warrants and represents that all Persons rendering services in connection with the creation of EMI Tones shall have executed, prior to the commencement of creation of any EMI Tone to which such Persons have contributed, written agreement(s), in full compliance with the laws of the United States and other countries, stating that those EMI Tones and any arrangements on which such EMI Tones are based, are considered a work made for hire for Publisher and irrevocably assigning all such Person's rights throughout the Territory in perpetuity, including without limitation copyrights, in those EMI Tones and other materials to Publisher. Upon Publisher's request, Licensee will cause to be executed and delivered to Publisher all assignments and transfers of ownership of copyright (including without limitation all copyright registrations and applications, and all renewals and extensions thereof) in the EMI Tones and any arrangements on which such EMI Tones are based, and any other documents as Publisher may deem necessary or appropriate to vest in Publisher the rights granted to Publisher in this Agreement. Neither Licensee nor any arranger shall be entitled to authorship credit or status as a collaborator or any remuneration by way of royalty or otherwise from the authors of such Approved Composition or from Publisher or any of Publisher's designated agents. No arrangement shall change the basic melody of any Approved Composition.

(b) Licensee shall enable Publisher freely and without charge or expense to receive EMI Tones to ensure Licensee's adherence with and to the terms and conditions of this Agreement. Any such receipt by Publisher will not constitute a Copy and will not be deemed a royalty-bearing event.

12. Ownership

Except as expressly permitted in this Agreement, Licensee shall not at any time, directly or indirectly, license, transfer, assign, sell or otherwise dispose of, pledge, mortgage or in any way encumber any Composition or any interest of any kind therein, and/or any right or license granted hereunder and any such purported license, transfer, assignment, sale, disposal, pledge, mortgage or encumbrance shall be void and of no effect.

13. No Partnership

Nothing herein contained shall create any association, partnership, joint venture or relationship of principal and agent between the parties hereto; it being understood that the parties hereto are, with respect to each other, independent contractors, and neither party shall have any authority to bind the other or the other's representatives in any way and shall not hold itself out to any Person as having authority.

14. Event of Default/Cure

(a) As used herein, the term "Event of Default" shall mean any of the following events: (i) Licensee's failure or inability to fulfill any of its material obligations hereunder for any reason; (ii) Licensee's dissolution or the liquidation of any substantial portion of its assets; (iii) the filing by or against Licensee of a petition for liquidation or reorganization or the commencement of an action against it under any applicable bankruptcy or insolvency legislation as now or hereafter in effect or under any similar statute relating to liquidation or reorganization or Licensee's consenting to any of the foregoing; (iv) the

appointment of a trustee, receiver, custodian or similar appointee for Licensee for any of its property or Licensee consenting to any such appointment; (v) Licensee's making of an assignment for the benefit of creditors; (vi) Licensee becoming insolvent; (vii) Licensee's failure to pay, or admission in writing of its inability to pay, its debts as they come due; (viii) Licensee's receipt of a "going concern" notification or similar qualification; (ix) a reduction of ten percent (10%) or more in Licensee's workforce; (x) Licensee's report of a quarterly loss for four (4) consecutive quarters; or (xi) any action by Licensee which jeopardizes any material right or remedy of Publisher hereunder. In the event that any of the matters described in this paragraph 14(a) occurs, Licensee shall provide prompt written notice thereof to Publisher.

(b) Without limiting or affecting the rights or remedies which Publisher may have under this Agreement or at law or equity, with respect to Licensee's obligations under this Agreement, it is agreed that if an Event of Default occurs or in the event of a breach on the part of Licensee, Publisher may notify Licensee in writing of such default or breach and Licensee shall have ten (10) business days from receipt of such notice in which to cure such Event of Default or breach. If such breach or Event of Default is not curable or is not cured within said ten (10) business day period, this Agreement shall automatically terminate and Licensee shall be deemed to have automatically and irrevocably assigned and transferred to Publisher, without further consideration, all right, title and interest in and to all EMI Tones (including the master recordings created by Licensee not otherwise owned by co-publishers or record companies), to the extent that such rights and interests have not already been assigned to or vested in Publisher; provided, however, that with respect to any breach or default concerning the payment of any monies whatsoever, this Agreement shall automatically terminate and the aforesaid assignment and vesting shall occur if such particular breach is not remedied within five (5) business days from the date of the notice. Publisher, in the event of any automatic termination under this paragraph and without prejudice to any other rights and remedies, shall have rights and remedies for copyright infringement, including injunctive relief.

(c) The termination of this Agreement pursuant to this paragraph shall render the further exploitation of an EMI Tone actionable as an act of copyright infringement fully subject to the remedies provided by the Copyright Act, Title 17, of the United States Code, together with other legal and equitable remedies available to Publisher.

15. Notices

Any and all notices, consents, approvals, demands, other communications and payments hereunder shall be hand delivered or sent by certified mail, return receipt requested, at the address below (or at such other address hereafter designated by either party in writing) as follows:

To Publisher: EMI Music Publishing
810 Seventh Avenue
New York, New York 10019
Attention: Yolanda Blum

To Licensee: As set forth in the heading of this Agreement.

Any notice shall be deemed complete when the same (containing whatever information may be required hereunder) is deposited in any mail box properly addressed and sent as aforesaid, except that: (a) all materials personally delivered shall be deemed served when actually received by the party to whom addressed; (b) air express materials shall be deemed served on the day of delivery to the air express company; (c) notices of change of address shall be effective only from the date of receipt; and (d) royalty statements may be sent by regular mail and shall be deemed rendered when actually received by Publisher.

16. Governing Law

This Agreement has been entered into and delivered in the State of New York and the validity, interpretation and legal effect of this Agreement shall be governed by and construed in accordance with the internal laws of the State of New York applicable to contracts entered into and performed entirely within the State of New York. Only the New York courts (state and federal) will have jurisdiction over any controversies regarding this Agreement, and the transactions contemplated by this Agreement; any action or other proceeding which involves such a controversy will be brought in those courts, in New York County, and not elsewhere. Licensee hereby irrevocably submits to the jurisdiction of the New York courts (state and federal) in any such action or proceeding and irrevocably waives any right to contest the jurisdiction (in rem or in personam) or power or decision of that court within or without the United States other than appropriate appellate courts having jurisdiction over appeals from such court(s). Licensee also irrevocably waives any defense of inconvenient forum to the maintenance of any such action or proceeding. Any process in any action or proceeding may, among other methods, be served upon Licensee by delivering or mailing it in accordance with paragraph 15. Any such delivery or mail service shall be deemed to have the same force and effect as personal service within the State of New York.

17. Assignment; Change of Control

This Agreement, and the rights, opportunities and obligations created pursuant to this Agreement, are not assignable or transferable in any manner by Licensee, nor shall Licensee sublicense or delegate any of its rights or obligations without the prior written consent of Publisher, not to be unreasonably withheld. EMI may assign this Agreement and any of its rights hereunder in whole or in part to any Person which controls, which is controlled by, or which is under common control with, EMI and/or each such Publisher or which is in partnership with EMI and/or each such Publisher; and/or to any parent, affiliated or subsidiary company or corporation, or to a Person owning, or acquiring, all or a substantial part of EMI and/or each such Publisher's stock and/or assets or with whom EMI and/or each such Publisher may merge or be merged, in which case Licensee shall not be released from its obligations hereunder.

18. Confidentiality; Publicity

Licensee and EMI agree that all information with respect to this Agreement, whether furnished by EMI to Licensee or otherwise acquired by Licensee in the course of business with EMI, shall be kept confidential. Such information shall not be disclosed at any time to any Person except to the extent required by an order of a court or other tribunal having jurisdiction or pursuant to rules and regulations of a governmental body. Notwithstanding the foregoing, the parties acknowledge and agree that in certain situations, such as where copublishers of an Approved Composition, publishers of other compositions and/or master owners require a favored nations provision, the information contained in this Agreement may have to be divulged with respect to monies payable and rights granted. Licensee and EMI may not use the other party's name in news releases, articles, brochures and marketing and/or promotional materials, without the other party's prior written approval.

19. Entire Agreement

(a) This Agreement sets forth the entire understanding between the parties hereto with respect to the subject matter hereof, and merges and extinguishes all prior understandings, negotiations, and agreements. No amendment to or modification, waiver, termination, or discharge of this Agreement or of any provision hereof shall be binding unless confirmed by a written instrument duly executed by the party to be charged therewith. Any process in any action, suit, or proceeding arising out of or relating to this Agreement may, among other methods, be served upon the applicable party by delivering it or mailing it in accordance with paragraph 15 above. No waiver of any provision of or default under this Agreement shall affect the right of either party thereafter to enforce such provision or to exercise any right or remedy in the event of any other default, whether or not similar.

(b) If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not essential to the intended operation of this Agreement.

20. Miscellaneous

This Agreement shall apply for the Term hereof only, and shall not be binding upon or prejudicial to any position taken by Publisher or Licensee for any period subsequent to the Term of this Agreement. The captions of paragraphs contained in this Agreement are for reference only and are not to be construed in any way as a part of the Agreement. This Agreement shall not become effective until executed by all proposed parties hereto.

IN WITNESS WHEREOF, the parties have caused the foregoing to be executed as of the date first above written.

EMI Music Publishing

By: _____
Publisher

Zapptrio, Inc.

By: _____
Licensee

SCHEDULE A

(List of Publishing Catalogs)

AVON GATE MUSIC INC. (BMI)
BARHAM BOULEVARD MUSIC, INC. (BMI)
BEECHWOOD MUSIC CORP. (BMI)
BURBANK PLAZA MUSIC, INC. (ASCAP)
CARWIN MUSIC INC. (ASCAP)
COLGEMS-EMI MUSIC INC. (ASCAP)
COMBINE MUSIC CORP. (BMI)
EMI AFFILIATED CATALOG INC. (BMI)
EMI AL GALLICO MUSIC CORP. (BMI)
EMI ALGEE MUSIC CORP. (BMI)
EMI APRIL MUSIC INC. (ASCAP)
EMI BELFAST MUSIC, INC. (BMI)
EMI BMPC CORP. (ASCAP)
EMI BLACKWOOD MUSIC INC. (BMI)
EMI BRILLIG MUSIC, INC. (ASCAP)
EMI DUCE MUSIC, INC. (ASCAP)
EMI EASY LISTENING MUSIC CORP. (ASCAP)
EMI FEIST CATALOG INC. (ASCAP)
EMI FULL KEEL MUSIC (ASCAP)
EMI GOLD HORIZON MUSIC CORP. (BMI)
EMI GOLDEN TORCH MUSIC CORP. (ASCAP)
EMI GROVE PARK MUSIC, INC. (BMI)
EMI HASTINGS CATALOG INC. (BMI)
EMI INTERTRAX MUSIC INC. (BMI)
EMI JEMAXAL MUSIC INC. (ASCAP)
EMI LONGITUDE MUSIC (BMI)
EMI MILLER CATALOG INC. (ASCAP)
EMI MILLS MUSIC, INC. (ASCAP)
EMI MOGULL, INC. (ASCAP)
EMI NORBUD MUSIC, INC. (BMI)
EMI NTM HOLDINGS, INC. (ASCAP)
EMI PST HOLDINGS, INC. (ASCAP)
EMI ROBBINS CATALOG INC. (ASCAP)
EMI SOSAHA MUSIC INC. (BMI)
EMI SLITHY SONGS, INC. (BMI)
EMI TSM HOLDINGS, INC. (BMI)
EMI U CATALOG INC. (ASCAP)
EMI UNART CATALOG INC. (BMI)
EMI VARIETY CATALOG INC. (ASCAP)
EMI VINE MUSIC, INC. (BMI)
EMI VIRGIN MUSIC, INC. (ASCAP)
EMI VIRGIN SONGS, INC. (BMI)
EMI WATERFORD MUSIC, INC. (ASCAP)
EMI WORLDTRAX MUSIC INC. (ASCAP)
FORAY MUSIC (SESAC)
GLENWOOD MUSIC CORP. (ASCAP)
JOBETE MUSIC CO., INC. (ASCAP)
NEW TANDEM MUSIC, INC. (ASCAP)
SCREEN GEMS-EMI MUSIC INC. (BMI)
STONE DIAMOND MUSIC CORPORATION (BMI)
TRIPLE STAR MUSIC, INC. (BMI)

SCHEDULE B

(List of Approved Compositions)

SCHEDULE C

(pursuant to paragraph 1(o))

ADDENDUM OF RIGHTS

ADDENDUM to the Agreement dated November 1, 2005, by and between EMI Music Publishing and Zapptrio, Inc. (the "Agreement"). Upon the full execution of this Addendum by the parties hereto, the following additional Third Party Carrier(s) is/are deemed Approved Third Party Carrier(s), and thus part of the Network, effective as of the date set forth below:

1. The proposed Third Party Carrier(s) proposed for approval pursuant to this Addendum, and the date on which EMI Tones first shall be marketed thereon, is/are:
T-Mobile, Cingular, Alltel
Sprint, Dobson, Nextel Date: 1/18/06
US Cellular, Boost, Midwest Wireless
Metro PCS, Virgin, Bell Mobility, AMF

2. All terms not defined herein shall have the same meaning given them in the Agreement. Except as expressly or by necessary implication modified hereby, the terms and conditions of the Agreement remain in full force and effect, and are hereby ratified and affirmed without limitation or exception.

IN WITNESS WHEREOF, the parties have caused the foregoing ADDENDUM to be executed as of this 18th day of Jan., 2006

EMI Music Publishing

By: _____
Publisher

Zapptrio, Inc.

By: _____
Licensee

SCHEDULE D

(pursuant to paragraph 2(b))

ADDENDUM OF RIGHTS

ADDENDUM to the Agreement dated November 1, 2005, by and between EMI Music Publishing and Zapptrio, Inc. (the "Agreement"). Upon the full execution of this Addendum by the parties hereto, the following listed Composition(s) are deemed Approved Composition(s) under the Agreement, effective as of the date set forth below:

1. The Composition(s) subject to this Addendum is/are:

["TITLE"] composed by ["WRITER(S)" (%)].

2. The Territory shall be as per the Agreement, [excluding, in the case of the Composition entitled _____, the country(ies) of _____.]

3. All terms not defined herein shall have the same meaning given them in the Agreement. Except as expressly or by necessary implication modified hereby, the terms and conditions of the Agreement remain in full force and effect, and are hereby ratified and affirmed without limitation or exception.

IN WITNESS WHEREOF, the parties have caused the foregoing ADDENDUM to be executed as of this _____ day of _____, 200_.

EMI Music Publishing

By: _____
Publisher

Zapptrio, Inc.

By: _____
Licensee

EMI MUSIC PUBLISHING
810 Seventh Avenue
New York, NY 10019

Dated as of December 1, 2005

Conectium USA, Inc.
8345 North West 66th Street, Suite 7363
Miami, FL 33166

AMENDMENT

When signed by Conectium USA, Inc. ("Licensee"), and EMI MUSIC PUBLISHING, 810 Seventh Avenue, New York, New York 10019 ("Publisher") this shall constitute an amendment dated November 14, 2005 (the "Amendment"), to that certain license agreement between Licensee and Publisher dated December 1, 2004, in force immediately prior to the execution of this Amendment (the "Agreement").

1. All expressions used herein, unless herein separately defined, shall have the same meaning herein as in the Agreement.

2. Extended Term:

In consideration of Licensee's continued fulfillment of all its obligations under the Agreement, and other good and valuable consideration, receipt of which is hereby acknowledged, Publisher hereby agrees to extend the Term of the Agreement for an additional, consecutive period of one (1) year, commencing December 1, 2005 and terminating November 30, 2006.

3. Except as expressly or by necessary implication modified hereby, all provisions of the Agreement shall remain in full force and effect in accordance with their terms but in the event of any inconsistency(ies) between the provisions of the Agreement and the provisions of this Amendment, the latter shall control.

4. This amendment shall not become effective until executed by all proposed parties hereto.

IN WITNESS WHEREOF, the parties have caused the foregoing to be executed as of the date first above written.

EMI Music Publishing

By: _____
Publisher

Conectium USA, Inc.

By: _____
Licensee

Ringtone and Mastertone License

THIS AGREEMENT (the "Agreement") is made as of December 1, 2004 ("Effective Date"), by and between Conectium USA, Inc., 8345 North West 66th Street, Suite 7363, Miami FL 33166 ("Licensee"), and EMI Music Publishing, 810 Seventh Avenue, New York, New York 10019 ("EMI", "Publisher"). All capitalized terms in this Agreement are defined in paragraph 1 below, unless otherwise indicated.

WHEREAS, EMI is actively engaged in the business of music publishing and controls the music publishing rights to certain Compositions which are contained in the music publishing catalogs listed on Schedule A, attached hereto and made a part hereof; and

WHEREAS, Licensee desires to obtain and Publisher desires to grant a license to arrange and record one or more Approved Composition(s) for the sole purpose of creating EMI Ringtones that may be distributed as EMI Tones whereby an End-user can receive a copy of the EMI Tone into a Wireless Device ("Licensee's Service"), solely in the manner provided herein and in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. Definitions

As used in this Agreement, the following terms will have the meanings set forth below:

(a) "Composition" means a musical composition which is owned and/or controlled in whole or in part by Publisher, and which is made available, in Publisher's discretion and subject to Publisher's written approval, to Licensee subject to the terms and conditions set forth in this Agreement and subject to any restrictions imposed by Publisher or by any Songwriter Agreements; provided that with respect to any Composition which is or may be owned or controlled by Publisher only in part, the term "Composition" shall refer only to that portion of the musical composition owned or controlled by Publisher. "Approved Composition" means a Composition which, pursuant to paragraph 2 below, has been approved by Publisher as an Approved Composition available for use by Licensee in accordance with the terms and conditions of this Agreement.

(b) "Copy," means a digital transmission(s) or electronic distribution(s) of a single Approved Composition contained in an EMI Tone to an End-user.

(c) "Copies Sold" and "sales" mean one hundred (100%) percent of those Copies digitally transmitted or otherwise electronically distributed to End-users (including without limitation to an End-user's Wireless Device).

(d) "Dollars" and "Cents" mean United States Dollars and Cents.

(e) "EMI Ringtone" and "EMI Mastertone" means a Ringtone and Mastertone, respectively, that features the digital transmission of an Approved Composition, the length of which shall not exceed sixty (60) consecutive seconds, solely in connection with Licensee's Service and in accordance with the terms and conditions of this Agreement. For the purpose of this Agreement, EMI Ringtones and EMI Mastertones collectively shall be referred to as "EMI Tones".

(f) "End-user" means a Wireless Device owner, user, or customer who legally procures from Licensee the sale or distribution of an EMI Tone, for that period of time only during which such transmission right has been legally procured.

(g) "Network" means the Website(s) on which EMI Tones will be made available to End-users, as served from and through the Server, via a range of service channels including Internet, cable, satellite, web, WAP, SMS, or cellular transmission. Licensee at all times shall institute security measures with respect to all aspects of its Network(s) that: (i) prevent any EMI Tones or any underlying Approved Composition from being copied, played, distributed, transmitted, performed, used or exploited, in whole or in part, in any format or by any means other than in the format and by the means permitted by Publisher hereunder; (ii) prevent unauthorized reproduction and distribution of all EMI Tones and any underlying Approved Compositions; (iii) are sufficient, as determined by Publisher, to track and enforce the use limitations and other restrictions described in this Agreement; and (iv) meet or exceed current industry standards as they exist from time to time for the licensed delivery of music via digital transmission (including, without limitation, anti-virus, firewall, password, and anti-hacking protections).

(h) "Person" means any individual, corporation, partnership, association or other organized group or combination of any or all of the foregoing, and their legal successors or representatives.

(i) "Ringtone" means any data that resides or is stored in (whether temporarily or permanently), or which is transmitted to, a Wireless Device, which data causes a predetermined melodic sequence of a musical composition to be reproduced, performed, and/or played for purposes of announcing an incoming call, message, or other event or occurrence on such Wireless Device in an audio format (i.e., not audiovisual). For the avoidance of doubt, "Ringtone" shall not include (and this Agreement shall not be deemed to grant Licensee any rights to use Compositions in or as), inter alia, Ringbacks or Ringback tones, or so-called enhanced ringtones (e.g., Ringtones and/or data that include any visual element). For the purpose of this Agreement, Ringtones that: (i) embody a master sound recording of the Composition (as may be licensed by a record company or other third party), or (ii) embody vocal and/or human instrumental performances, shall be referred to as "Mastertones".

(j) "Ringbacks" or "Ringback tones" means the distribution or transmission of a musical composition to a Wireless Device or telephone for the purpose of notifying a caller that the call recipient is being alerted to the incoming call.

(k) "Server" means Licensee's proprietary Internet server which shall be located within the Territory, on which templates of the EMI Tones licensed hereunder will exclusively reside, and from which the EMI Tones will be digitally transmitted or distributed to End-users through the Network. For purposes of clarification, no EMI Tone shall be offered for sale through an Approved Website and permanently stored in an End-user's Wireless Device without first being transmitted from and through the Server.

(l) "Songwriter Agreement(s)" shall mean those agreements pursuant to which Publisher has acquired rights with respect to any Composition.

(m) "Term" has the meaning set forth in paragraph 5(a) below.

(n) "Territory" has the meaning set forth in paragraph 4 below.

(o) "Website" means a collection of interconnected hypertext markup language documents accessible at a single Universal Resource Locator ("URL") via the World Wide Web, owned and operated by the same Person or at the sole direction of such Person. "Approved Website(s)" means the Website(s) approved by Publisher in its sole discretion from which Licensee intends to advertise and market the sale of EMI Tones. The Approved Website as of the date set forth above is limited to the Website having the URL www.conectium.com. In the event Licensee desires an additional Website to become an Approved Website, Licensee shall complete, execute and submit to Publisher two (2) copies of an Addendum in the form set forth in Schedule C, and if Publisher returns to Licensee a counter-executed copy of the Addendum (which Publisher may elect to do in its sole discretion), said Website shall be deemed an Approved Website. Licensee shall reasonably cooperate with respect to Publisher's further inquiries concerning any additional Website(s) proposed by Licensee, including without limitation, the nature of

business conducted on said Website(s) and by the Person(s) owning and operating or directing the operation of such Website(s), and the accounting and reporting procedures in place between Licensee and the Person(s) owning and operating or directing the operation of such Website(s).

(p) "Wireless Device" means a mobile telephone or a hybrid handheld wireless device that incorporates the telephony or messaging function of a mobile telephone and that operates on a wireless communications network regulated by the U.S. Federal Communications Commission in accordance with its rules and regulations governing commercial mobile radio services. Wireless Devices do not include, without limitation, toys, or games.

(q) Each other expression used herein, unless herein separately defined, shall have the meaning commonly understood in the music publishing industry.

2. Supply of Compositions

(a) The Compositions listed on Schedule B hereto (hereby incorporated herein by this reference) as of the Effective Date are deemed to be Approved Compositions for purposes of this Agreement. From time to time during the Term, Schedule B may be amended by Publisher in its discretion, in which event Publisher shall provide Licensee with a written copy of such revised Schedule B, and upon Licensee's receipt of such revised Schedule B, the Compositions listed on such revised Schedule B shall be deemed to be Approved Compositions for purposes of this Agreement (and to the extent that any Approved Compositions from an earlier version of Schedule B are not listed on such revised Schedule B, such Compositions shall no longer be deemed to be Approved Compositions for purposes of this Agreement). Publisher will use reasonable efforts to clearly indicate for Licensee any additions, deletions and/or corrections to the list of Compositions set forth in any revised Schedule B that is provided to Licensee.

(b) Following the execution of this Agreement and throughout the Term, Licensee may seek Publisher's approval of Compositions that do not appear on Schedule B for use as Approved Compositions for purposes of the creation and transmission of EMI Tones. In such event, Licensee shall notify Publisher in writing of said requested Compositions. If Publisher agrees to consider the approval of such requested Composition(s), it shall provide written notice thereof to Licensee who shall complete, execute and submit to Publisher two (2) copies of an Addendum in the form set forth in Schedule D, and if Publisher returns to Licensee a counter-executed copy of the Addendum (which Publisher may elect to do in its sole discretion), the Compositions set forth in such Addendum shall be deemed Approved Compositions for purposes of this Agreement and the then-current version of Schedule B shall be deemed amended to include such Approved Compositions.

(c) Publisher reserves the right, in its sole discretion, to refuse to approve any Composition(s) for use as Approved Composition(s). For purposes of example, but without limitation, except as otherwise expressly provided by Publisher, as of the Effective Date and throughout the Term, Compositions written in whole or in part by Tracy Chapman, John Lennon, Jeff Lynne, James Taylor, and Stevie Wonder, and the members of the recording artists known as Aerosmith, Foo Fighters, Nirvana, Red Hot Chili Peppers, Tool, the Mars Volta, A Perfect Circle and Savage Garden, and the Composition "You've Got A Friend" (King) are not, and shall not become, Approved Compositions.

(d) Notwithstanding anything to the contrary contained in this Agreement, Licensee shall remove any EMI Tone(s) from the Network(s) within seven (7) business days after Licensee's receipt of notice from Publisher requesting such removal, and as of the end of such seven (7) business day period, and thereafter throughout the Term, Licensee shall not sell, transmit, or otherwise use or exploit such EMI Tone(s), and shall not permit third parties to do any of the foregoing, for any purpose without Publisher's prior written consent.

3. Grant of Rights

(a) License Grant to Licensee. Subject to the terms and conditions of this Agreement and provided that Licensee has fully complied with such terms and conditions, Publisher hereby grants to Licensee the following non-exclusive, non-transferable limited rights solely during the Term and solely in the Territory:

(i) Arrangement and Recording. For each Approved Composition, to arrange and record, at Licensee's sole expense, one (1) excerpt of each Approved Composition, comprising up to thirty (30) consecutive seconds of such Approved Composition, for use solely in connection with the creation of an EMI Tone based on such excerpt; provided that (A) each EMI Tone shall only contain elements of one (1) Approved Composition (for purposes of example only, an EMI Tone may not include portions of two (2) or more separate Approved Compositions or portions of an Approved Composition together with portions of any other musical composition); (B) the Approved Composition excerpt used to create an EMI Tone shall be a single, continuous excerpt (for purposes of example only, such excerpt may not comprise the first ten (10) seconds and the last twenty (20) seconds of such Approved Composition); (C) no arrangement created in accordance with this paragraph 3(a)(i) shall change the basic melody or fundamental character of an Approved Composition (other than as necessarily resulting from limiting the excerpt of such Approved Composition to thirty (30) consecutive seconds); and (D) all arrangements created in accordance with this paragraph 3(a)(i) shall be subject to the provisions of paragraph 11 below;

(ii) Creation of Single Template or Server Copy. To create a template or server copy of each EMI Tone, which shall be "uploaded" to and reside on the Server for the sole and exclusive purpose of transmitting or distributing EMI Tones to End-users in accordance with the terms and conditions herein;

(iii) Sell Copies To End-Users. To sell Copies of the EMI Tones, on and through the Network, so that an End-user can purchase a Copy of the EMI Tone such that the EMI Tone may be embedded in his or her Wireless Device (it being understood that temporary, transient, non-permanent copies of the EMI Tones incidental to said transmission may be created on the Network, provided (A) no permanent copies of the EMI Tones are stored or cached on the Network except on the Server or on an End-user's Wireless Device and (B) if a security breach in the Network arises, Licensee shall immediately comply with any Publisher request to block access or remove from the Server any EMI Tone so affected);

(iv) Streaming for Promotional Purposes. For each EMI Tone, and subject to Licensee securing all necessary public performance licenses (as described in paragraph 8 below), to "stream" up to sixty (60) consecutive seconds of such EMI Tone to prospective End-users in the form of a digital audio transmission for the sole purpose of previewing or demonstrating such EMI Tone to facilitate its purchase, sale, or licensing through the Network in accordance with this Agreement; provided that Licensee shall not sell, lease, transmit, offer, or otherwise provide any EMI Tone streamed in accordance with this paragraph 3(a)(iv) (including any Approved Composition incorporated therein) as a downloadable file or in any form that would allow any Person to create, store, or retain a copy of all or part thereof.

(b) Restrictions. Notwithstanding any other provision of this Agreement:

(i) This Agreement does not authorize or permit any use or other exploitation of any Composition by Licensee or any third party, except as expressly authorized herein. If any such use or other exploitation is made or permitted by Licensee, this Agreement shall immediately terminate, and all rights and licenses granted to Licensee hereunder shall automatically terminate.

(ii) No license or other rights are granted herein to Licensee or any third party to use any current or future trademarks, service marks, design marks or trade names of or associated with Publisher (such marks and names, collectively, the "EMI Marks"), for any purpose. Licensee may only use the EMI Marks with the prior written approval of Publisher.

(c) With respect to any Approved Composition of which less than one hundred percent (100%) is controlled by Publisher, prior to exercising any of the rights or licenses granted herein in such Approved Composition or any EMI Tone incorporating such Approved Composition, Licensee shall secure all rights and licenses from all applicable co-publisher(s) necessary to exercise, without violating the intellectual property rights or other rights of such co-publisher(s) or any third party, the rights and licenses granted herein.

(d) Nothing contained herein shall grant Licensee the right to use any particular recording of an Approved Composition.

(e) Without limiting any other provision of this Agreement, with respect to any third party rights that are necessary to be obtained by Licensee in connection with any EMI Tone or any recording or performance incorporated into or used to arrange any EMI Tone, Licensee shall be responsible for obtaining such rights at its sole expense.

4. Territory

The "Territory" covered during the Term shall be the United States, Canada, the Caribbean, Mexico, Panama, and the countries comprising Central and South America.

5. Term

(a) The "Term" of this Agreement shall be one (1) year, commencing December 1, 2004 and terminating November 30, 2005.

(b) Notwithstanding the foregoing, EMI may terminate the entire grant of rights contained in this Agreement and/or the grant of rights with respect to a particular Approved Website, at any time for any reason upon thirty (30) days prior written notice to Licensee. Promptly thereafter, Licensee shall furnish Publisher with a written confirmation that it has performed any/all takedowns of EMI Tones from the Server necessary to comply with the applicable termination of rights by Publisher.

6. AdvanceSong Guarantee / Royalties

(a) As used herein, "Publisher's Prorata Share" shall mean that proportion of Publisher's ownership of the applicable Composition, as set forth on the Schedule D Addendum.

(b) Licensee shall ensure, at all times during the Term, that not less than one hundred (100) EMI Ringtones (based on Publisher's one hundred percent (100%) control) are made available to consumers on the Network. Any failure by Licensee to fulfill its obligations under this subparagraph 6(b) shall constitute an Event of Default (as defined below) and be subject to all such resulting terms and conditions. From time to time throughout the Term, Publisher may request, and Licensee shall supply within five (5) days of receipt of such request, written verification that Licensee is complying with the provisions of this subparagraph 6(b).

(c) (i) Pursuant to the terms and conditions of paragraph 7 below, Licensee shall pay Publisher for each Copy Sold a royalty equal to Publisher's Prorata Share of:

(A) TEN (10%) percent of the retail selling price of each Copy Sold, with a minimum royalty for each Copy Sold of TEN ($0.10) Cents with respect to EMI Ringtones; and

(B) TEN (10%) percent of the retail selling price of each Copy Sold, with a minimum royalty for each Copy Sold of TWELVE ($0.12) Cents with respect to EMI Mastertones.

(ii) In the event a recurring fee is charged an End-user to retain a Copy, said charge shall be deemed a royalty-bearing event. For clarity, Licensee shall pay Publisher the applicable royalty pertaining to any Copy each time a recurring payment is made to retain said Copy (or to access said EMI Tone embodied therein) on an End-user's Wireless Device. For purposes of calculating the royalty payable, if applicable, the recurring fee shall be deemed to be the original retail selling price and each time the Copy is thereby retained shall be considered a new "Copy Sold" and a royalty shall thereby be payable.

(iii) In the event a Copy is made to time-out on a Wireless Device and one is made to re-download or otherwise re-acquire said EMI Tone for reasons other than technical failure, said event shall be deemed a royalty-bearing event. For clarity, and notwithstanding the previous sentence, Licensee shall pay Publisher the applicable royalty pertaining to each Copy Sold, irrespective of whether the recipient had previously acquired the same EMI Tone embodied in such Copy Sold.

(iv) In the event a Copy is offered in a form other than individually (e.g., said EMI Tone is made available as part of a bundle or package of wireless content applications, the royalty due in connection with such Copy shall be Publisher's Pro Rata Share of the greater of: (A) TEN (10%) percent of a fraction whose numerator equals the bundle's sale price and whose denominator equals the number of royalty-bearing content applications, or (B) the minimum royalty for each Copy Sold set forth paragraph 6(c)(i) above. By way of example, if Licensee charges $10 for a bundle of eight (8) royalty-bearing content applications (one of which is a Copy), then the royalty applicable to said Copy shall be Publisher's Prorata Share of $0.125, i.e., 10% of ($10 ÷ 8).

(v) In the event a recurring transmission fee, in addition to the original EMI Tone purchase fee, is charged to an End-user each time an End-user hears the EMI Tone (e.g., a Ten Cent ($0.10) recurring transmission fee is charged to an End-user each time he/she hears an EMI Tone), Licensee shall pay Publisher for each such Copy Publisher's Prorata Share of Ten percent (10%) of such transmission fee, in addition to the Royalty otherwise set forth in this paragraph 6.

(d) In the event an Approved Composition is controlled less than one hundred (100%) percent by Publisher or if the Songwriter Agreements require direct payments to certain third parties, upon Publisher's request, Licensee shall make direct payments to such applicable co-publishers or other third parties.

(e) In the event Licensee agrees to (or has agreed to) pay to a co-publisher of an Approved Composition, a publisher of any musical composition or a licensor of any sound recording embodying an Approved Composition used in any Ringtone or Mastertone, compensation or consideration in excess of the compensation or consideration to be paid to Publisher hereunder (collectively, "Excess Compensation"), then effective as of the date of such agreement, Licensee shall immediately pay to Publisher an amount equal to such Excess Compensation and this Agreement shall be deemed amended effective as of the date of such agreement to include such more favorable compensation provision. In the event the Approved Composition is not entirely controlled by Publisher, the Excess Compensation shall be based upon and shall reflect Publisher's Pro Rata Share. Upon request, Licensee shall supply to Publisher copies of all agreements between Licensee and third party licensors by which rights are granted for the use of any sound recording or musical compositions (including Approved Compositions) in Ringtones and/or in Mastertones.

7. Accounting

(a) Together with the payment of all applicable sums due Publisher pursuant to paragraph 6 above, Licensee shall render Publisher accounting statements on a quarterly basis, (which shall be provided electronically, along with a hard paper copy), indicating, on a country-by-country, EMI Tone-by-EMITone (including the title, writers' name(s), and applicable Publisher-supplied EMI song code for each Approved Composition), country-by-country, and Approved Website-by-Approved Website basis, the

number of Copies Sold or otherwise distributed and/or digitally delivered in each country of the Territory, within forty-five (45) days following the last day of each calendar quarter during which such rights are granted herein, whether or not Licensee sold or otherwise distributed Copies within such quarterly period. In addition, the accounting statement shall indicate, with respect to each Copy Sold, the retail selling price therefor, whether said Copy Sold was the result of a first-time transmission or a repeat transmission/recurring charge, and any other information necessary to determine how the applicable royalty for each Copy Sold was calculated.

(b) In addition to providing quarterly accounting statements, Licensee shall, within ninety (90) days of the Effective Date, provide Publisher, upon request, with online, real-time access to the Server in order to permit the accurate identification, tracking and verification of copies of all EMI Tones, and any other data item to be enumerated on accounting statements pursuant to subparagraph (a) above.

(c) Licensee agrees to keep and maintain true and accurate records and books of account in connection with the sale of Copies and all transactions related thereto or otherwise contemplated under this Agreement, and shall retain all such records and books for a period of not less than four (4) years following the termination of this Agreement. Publisher, by its designated representative, shall have the right, upon reasonable written notice, and during normal office hours, to examine the books and records of Licensee, at Licensee's regular place of business where the books and records are maintained, as the same pertain to the subject matter of this Agreement and to make copies and extracts thereof. Licensee shall cooperate with Publisher's representative to assist them in understanding all such material. If, as a result of any audit, it is determined that Licensee has understated the royalties due to Publisher, Licensee shall immediately pay to Publisher the amount of such underpayment. If, as a result of any audit, it is determined that Licensee has understated the royalties due to Publisher by ten (10%) percent or more, Licensee shall pay to Publisher the amount by which royalties have been understated and shall reimburse Publisher for the cost of the audit.

(d) All checks shall be in United States Dollars, shall be made payable to EMI Music Publishing and unless Publisher notifies otherwise, shall be sent to the address indicated in paragraph 15 below. All accountings and payments must be received by Publisher on the date such payment and statement are due, according to the terms of this Agreement, time being of the essence hereof. No payments shall be diminished or reduced in any manner for any reason, including without limitation, any withholdings, currency restrictions, exchanges or taxes. Upon written request, Publisher shall provide Licensee with a current W-9 form for each music publishing catalog receiving payment.

(e) It is understood and agreed that there shall be no "free" or "bonus goods" of the EMI Tones, as such term is understood in the industry, i.e., all Copies Sold, distributed, transmitted, or delivered, regardless of price, shall bear a full royalty hereunder.

(f) Without limiting Publisher's rights and remedies hereunder, at law or in equity: (i) past-due payments are subject to and to be accompanied by payment of interest thereon at the prime rate as established on the due date by The Bank of New York plus two (2%) percent compounded daily and computed from the date(s) upon which each such payment(s) first became due until the date(s) upon which each such payment(s) is remitted to Publisher; and (ii) Licensee shall reimburse Publisher, within five (5) days from receipt of its invoice, for Publisher's reasonable attorney's fees and costs arising out of the occurrence of any Default Event (as defined in paragraph 14), including, without limitation, any failure by Licensee timely to render statements and account to Publisher with respect to royalties which accrue to Publisher in connection with Licensee's exploitation of its rights pursuant to the applicable provisions hereof.

8. <u>No Performance Right Grant</u>

(a) No right of public performance is granted under this Agreement, such right being licensed by the American Society of Composers, Authors and Publishers ("ASCAP") and Broadcast Music Inc. ("BMI") in and for the United States, and the Society of Composers, Authors and Music Publishers ("SOCAN") in and for Canada, as applicable.

(b) Any public performance of an Approved Composition as embodied in an EMI Tone, including without limitation pursuant to paragraph 3(a)(iv) above, not otherwise licensed by ASCAP and/or

BMI and SOCAN, as applicable, shall be licensed by Licensee from Publisher or from Publisher's authorized agent. If said license is to be secured from Publisher, Publisher agrees to negotiate in good faith and the issuance of such license shall be in accordance with the customary industry practices and fees.

9. Restrictions and Reservations of Rights

(a) This Agreement does not authorize or permit any use of a Composition not expressly set forth herein and does not include the right to alter the fundamental character of the music of an Composition, and, specifically, the terms of this Agreement are limited to the use of each Approved Composition only as originally fixed in the EMI Tone. Publisher reserves all rights not expressly granted to Licensee hereunder. All rights granted hereunder are granted on a non-exclusive basis.

(b) No Composition may be used in a dramatic fashion, as such term is understood in the industry, or in any manner which could be considered in bad taste or offensive; i.e. each Approved Composition shall be used with regard to social convention and decency so as not to bring such Composition, the composers thereof, or Publisher into public disrepute or reflect adversely on the Composition, the composers thereof, or Publisher. No individual Composition may be used in connection with any product, any service, or in the branding, marketing, advertising or promotion of any product, service or event.

(c) Without limiting the force and effect of the foregoing, and without intending to provide an exhaustive list of prohibitive acts, this Agreement does not include the rights to: (i) rent or lease an EMI Tone; (ii) sell or otherwise distribute EMI Tones except for the personal use of individual Wireless Device owners; (iii) parody the music or lyrics of an Approved Composition; (iv) make, sell or distribute phonorecords of an Approved Composition; (v) utilize a sound recording and/or audiovisual master(s) not owned or separately licensed by Licensee; (vi) synchronize (or authorize others to synchronize) any Approved Compositions with visual images or events or include any Approved Composition in any audio-visual work, including without limitation in commercials or games; (vii) use the title of an Approved Composition except for factual and/or descriptive purposes for identifying the EMI Tones available to for purchase; (viii) use any Composition that is not a Approved Composition in any way; or (ix) use an Approved Composition on any broadcast/cablecast or on-line services (whether viewable in real time or downloadable) not specifically enumerated in this Agreement, or on any interactive program, platform, media or storage device, or any promotional use not specifically enumerated herein. Any occurrence of the above-noted items by Licensee or authorized by Licensee shall render all aspects of the Agreement immediately null and void and this Agreement shall terminate.

(d) Except for listing on the Network the composers' names for factual and/or descriptive purposes for identifying the EMI Tones available for purchase, no right whatsoever is being granted hereunder to use or authorize other Persons to use the names (including any professional names, previously, now or hereafter used), facsimile signatures, voices, likenesses or biographical material of, concerning, or regarding any of the composers of a Composition for any purpose whatsoever, including, without limitation, for purposes of exploitation of an EMI Tone on the Network. In no event shall a name of a composer of a Composition be featured more or less prominently than any other composer's name.

10. Warranties and Representations/Indemnity

(a) Publisher warrants only that it has the legal right, power and authority to grant this license and this license is given and accepted without any other warranty or recourse. Publisher hereby agrees to indemnify and hold harmless Licensee and its respective officers, directors, agents, and employees (hereinafter, the "Indemnitees") from and against any and all liabilities, damages, costs, charges, recoveries, judgments, penalties, expenses or losses of whatsoever kind or nature, actually incurred by the Indemnitees (including reasonable attorneys' fees and disbursements) which may be obtained against, imposed upon or suffered by the Indemnitees or any of them, by reason of any breach by

Publisher of any of its warranties or representations hereunder. In no event shall the total liability of Publisher in connection with the rights granted for each Approved Composition licensed hereunder exceed the consideration received by Publisher in connection with the licensing of said Approved Composition. Licensee will give Publisher prompt notice of any claim and Publisher will have the right to assume the defense thereof at Publisher's expense.

(b) Licensee represents and warrants that:

(i) there are no actions, suits, proceedings, agreements or other impediments, actual or threatened, which would prevent or impair it from performing its duties and obligations hereunder; and

(ii) it is fully empowered to enter into this Agreement and to perform its duties and obligations hereunder, that it is and shall at all times remain possessed of all rights necessary for it to completely fulfill all of its material obligations hereunder, and that its entering into this Agreement and fulfilling such obligations (including but not limited to maintenance of the Network) does not and shall not infringe upon the rights of any Person whatsoever.

(c) Licensee further represents and warrants that it shall obtain or secure (and maintain during the Term) all necessary and required licenses concerning:

(i) intellectual properties furnished or selected by Licensee and contained in any materials used in connection with the marketing, sale or distribution of Ringtones as authorized hereunder, including without limitation name and likeness rights, and that said materials shall not violate or infringe upon the rights of any third party, including without limitation intellectual property rights and/or rights of privacy and publicity; and

(ii) intellectual properties furnished or selected by Licensee and contained in an EMI Tone not licensed hereunder including that portion of the music publishing rights in and to each Approved Composition not controlled by Publisher; and that said materials shall not violate or infringe upon the rights of any third party, including without limitation intellectual property rights and/or rights of privacy and publicity.

(d) Licensee agrees to fully indemnify Publisher and hold Publisher (and its officers, directors, and employees) harmless of and from any and all liabilities, claims, causes of actions, damages, interest, charges, recoveries, judgments, penalties, expenses or losses of whatsoever kind of nature, (including without limitation, legal expenses and counsel fees and disbursements) of any kind whatsoever which may be occasioned, suffered or incurred by Publisher, either directly or indirectly, in whole or in part, resulting from or in connection with any breach or threatened breach by Licensee of any of the terms, covenants, representations and warranties contained herein, and/or any claim by any Person inconsistent with any of the representations, warranties and covenants hereunder. In addition, Licensee will reimburse Publisher on demand for any payment made at any time after the date hereof for any liability or claim to which this clause relates that has resulted in a judgment against Publisher or which has been settled with the written consent of Licensee (which consent shall not unreasonably be withheld). Publisher will give Licensee prompt notice of any claim and Licensee will have the right to assume the defense thereof at Licensee's expense.

11. Arrangements/Copies

(a) Any arrangement(s) which Licensee shall cause to be made of an Approved Composition in the creation of an EMI Tone shall be made at Licensee's own expense and shall be created only as the result of employment-for-hire and such arrangement shall be "Work Made For Hire" for Publisher, as such term is used in the United States Copyright Law. Licensee hereby sells, assigns and transfers any such arrangement(s) and all right title and interest in and to each such arrangement to Publisher and the worldwide copyright and renewals and extensions of copyright therein. Licensee warrants and represents

that all Persons rendering services in connection with the creation of EMI Tones shall have executed, prior to the commencement of creation of any EMI Tone to which such Persons have contributed, written agreement(s), in full compliance with the laws of the United States and other countries, stating that those EMI Tones and any arrangements on which such EMI Tones are based, are considered a work made for hire for Publisher and irrevocably assigning all such Person's rights throughout the Territory in perpetuity, including without limitation copyrights, in those EMI Tones and other materials to Publisher. Upon Publisher's request, Licensee will cause to be executed and delivered to Publisher all assignments and transfers of ownership of copyright (including without limitation all copyright registrations and applications, and all renewals and extensions thereof) in the EMI Tones and any arrangements on which such EMI Tones are based, and any other documents as Publisher may deem necessary or appropriate to vest in Publisher the rights granted to Publisher in this Agreement. Neither Licensee nor any arranger shall be entitled to authorship credit or status as a collaborator or any remuneration by way of royalty or otherwise from the authors of such Approved Composition or from Publisher or any of Publisher's designated agents. No arrangement shall change the basic melody of any Approved Composition.

(b) Licensee shall enable Publisher freely and without charge or expense to receive EMI Tones to ensure Licensee's adherence with and to the terms and conditions of this Agreement. Any such receipt by Publisher will not constitute a Copy and will not be deemed a royalty-bearing event.

12. Ownership

Except as expressly permitted in this Agreement, Licensee shall not at any time, directly or indirectly, license, transfer, assign, sell or otherwise dispose of, pledge, mortgage or in any way encumber any Composition or any interest of any kind therein, and/or any right or license granted hereunder and any such purported license, transfer, assignment, sale, disposal, pledge, mortgage or encumbrance shall be void and of no effect.

13. No Partnership

Nothing herein contained shall create any association, partnership, joint venture or relationship of principal and agent between the parties hereto; it being understood that the parties hereto are, with respect to each other, independent contractors, and neither party shall have any authority to bind the other or the other's representatives in any way and shall not hold itself out to any Person as having authority.

14. Event of Default/Cure

(a) As used herein, the term "Event of Default" shall mean any of the following events: (i) Licensee's failure or inability to fulfill any of its material obligations hereunder for any reason; (ii) Licensee's dissolution or the liquidation of any substantial portion of its assets; (iii) the filing by or against Licensee of a petition for liquidation or reorganization or the commencement of an action against it under any applicable bankruptcy or insolvency legislation as now or hereafter in effect or under any similar statute relating to liquidation or reorganization or Licensee's consenting to any of the foregoing; (iv) the appointment of a trustee, receiver, custodian or similar appointee for Licensee for any of its property or Licensee consenting to any such appointment; (v) Licensee's making of an assignment for the benefit of creditors; (vi) Licensee becoming insolvent; (vii) Licensee's failure to pay, or admission in writing of its inability to pay, its debts as they come due; (viii) Licensee's receipt of a "going concern" notification or similar qualification; (ix) a reduction of ten percent (10%) or more in Licensee's workforce; (x) Licensee's report of a quarterly loss for four (4) consecutive quarters; or (xi) any action by Licensee which jeopardizes any material right or remedy of Publisher hereunder. In the event that any of the matters described in this paragraph 14(a) occurs, Licensee shall provide prompt written notice thereof to Publisher.

(b) Without limiting or affecting the rights or remedies which Publisher may have under this Agreement or at law or equity, with respect to Licensee's obligations under this Agreement, it is agreed that if an Event of Default occurs or in the event of a breach on the part of Licensee, Publisher may notify Licensee in writing of such default or breach and Licensee shall have ten (10) business days from receipt of such notice in which to cure such Event of Default or breach. If such breach or Event of Default is not curable or is not cured within said ten (10) business day period, this Agreement shall automatically terminate and Licensee shall be deemed to have automatically and irrevocably assigned and transferred to Publisher, without further consideration, all right, title and interest in and to all EMI Tones (including the master recordings created by Licensee and not otherwise owned by co-publishers or record companies and/or co-publishers), to the extent that such rights and interests have not already been assigned to or vested in Publisher; provided, however, that with respect to any breach or default concerning the payment of any monies whatsoever, this Agreement shall automatically terminate and the aforesaid assignment and vesting shall occur if such particular breach is not remedied within five (5) business days from the date of the notice. Publisher, in the event of any automatic termination under this paragraph and without prejudice to any other rights and remedies, shall have rights and remedies for copyright infringement, including injunctive relief.

(c) The termination of this Agreement pursuant to this paragraph shall render the further exploitation of an EMI Tone actionable as an act of copyright infringement fully subject to the remedies provided by the Copyright Act, Title 17, of the United States Code, together with other legal and equitable remedies available to Publisher.

15. Notices

Any and all notices, consents, approvals, demands, other communications and payments hereunder shall be hand delivered or sent by certified mail, return receipt requested, at the address below (or at such other address hereafter designated by either party in writing) as follows:

To Publisher: As set forth in the heading of this Agreement, Attention: Yolanda Blum

To Licensee: As set forth in the heading of this Agreement, Attention: Rodrigo Riverol!

Any notice shall be deemed complete when the same (containing whatever information may be required hereunder) is deposited in any mail box properly addressed and sent as aforesaid, except that: (a) all materials personally delivered shall be deemed served when actually received by the party to whom addressed; (b) air express materials shall be deemed served on the day of delivery to the air express company; (c) notices of change of address shall be effective only from the date of receipt; and (d) royalty statements may be sent by regular mail and shall be deemed rendered when actually received by Publisher.

16. Governing Law

This Agreement has been entered into and delivered in the State of New York and the validity, interpretation and legal effect of this Agreement shall be governed by and construed in accordance with the internal laws of the State of New York applicable to contracts entered into and performed entirely within the State of New York. Only the New York courts (state and federal) will have jurisdiction over any controversies regarding this Agreement, and the transactions contemplated by this Agreement; any action or other proceeding which involves such a controversy will be brought in those courts, in New York County, and not elsewhere. Licensee hereby irrevocably submits to the jurisdiction of the New York courts (state and federal) in any such action or proceeding and irrevocably waives any right to contest the jurisdiction (in rem or in personam) or power or decision of that court within or without the United States other than appropriate appellate courts having jurisdiction over appeals from such court(s). Licensee also irrevocably waives any defense of inconvenient forum to the maintenance of any such action or proceeding. Any process in any action or proceeding may, among other methods, be served upon

Licensee by delivering or mailing it in accordance with paragraph 15. Any such delivery or mail service shall be deemed to have the same force and effect as personal service within the State of New York.

17. Assignment; Change of Control

This Agreement, and the rights, opportunities and obligations created pursuant to this Agreement, are not assignable or transferable in any manner by Licensee, nor shall Licensee sublicense or delegate any of its rights or obligations without the prior written consent of Publisher, not to be unreasonably withheld. EMI may assign this Agreement and any of its rights hereunder in whole or in part to any Person which controls, which is controlled by, or which is under common control with, EMI and/or each such Publisher or which is in partnership with EMI and/or each such Publisher; and/or to any parent, affiliated or subsidiary company or corporation, or to a Person owning, or acquiring, all or a substantial part of EMI and/or each such Publisher's stock and/or assets or with whom EMI and/or each such Publisher may merge or be merged, in which case Licensee shall not be released from its obligations hereunder.

18. Confidentiality; Publicity

Licensee and EMI agree that all information with respect to this Agreement, whether furnished by EMI to Licensee or otherwise acquired by Licensee in the course of business with EMI, shall be kept confidential. Such information shall not be disclosed at any time to any Person except to the extent required by an order of a court or other tribunal having jurisdiction or pursuant to rules and regulations of a governmental body. Notwithstanding the foregoing, the parties acknowledge and agree that in certain situations, such as where copublishers of an Approved Composition, publishers of other compositions and/or master owners require a favored nations provision, the information contained in this Agreement may have to be divulged with respect to monies payable and rights granted. Licensee and EMI may not use the other party's name in news releases, articles, brochures and marketing and/or promotional materials, without the other party's prior written approval.

19. Entire Agreement

(a) This Agreement sets forth the entire understanding between the parties hereto with respect to the subject matter hereof, and merges and extinguishes all prior understandings, negotiations, and agreements. No amendment to or modification, waiver, termination, or discharge of this Agreement or of any provision hereof shall be binding unless confirmed by a written instrument duly executed by the party to be charged therewith. Any process in any action, suit, or proceeding arising out of or relating to this Agreement may, among other methods, be served upon the applicable party by delivering it or mailing it in accordance with paragraph 15 above. No waiver of any provision of or default under this Agreement shall affect the right of either party thereafter to enforce such provision or to exercise any right or remedy in the event of any other default, whether or not similar.

(b) If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not essential to the intended operation of this Agreement.

20. Miscellaneous

This Agreement shall apply for the Term hereof only, and shall not be binding upon or prejudicial to any position taken by Publisher or Licensee for any period subsequent to the Term of this Agreement. The captions of paragraphs contained in this Agreement are for reference only and are not to be construed in any way as a part of the Agreement. This Agreement shall not become effective until executed by all proposed parties hereto.

SCHEDULE A

(List of Publishing Catalogs)

AVON GATE MUSIC INC. (BMI)
BARHAM BOULEVARD MUSIC, INC. (BMI)
BEECHWOOD MUSIC CORP. (BMI)
BURBANK PLAZA MUSIC, INC. (ASCAP)
CARWIN MUSIC INC. (ASCAP)
COLGEMS-EMI MUSIC INC. (ASCAP)
COMBINE MUSIC CORP. (BMI)
EMI AFFILIATED CATALOG INC. (BMI)
EMI AL GALLICO MUSIC CORP. (BMI)
EMI ALGEE MUSIC CORP. (BMI)
EMI APRIL MUSIC INC. (ASCAP)
EMI BELFAST MUSIC, INC. (BMI)
EMI BMPC CORP. (ASCAP)
EMI BLACKWOOD MUSIC INC. (BMI)
EMI BRILLIG MUSIC, INC. (ASCAP)
EMI DUCE MUSIC, INC. (ASCAP)
EMI EASY LISTENING MUSIC CORP. (ASCAP)
EMI FEIST CATALOG INC. (ASCAP)
EMI FULL KEEL MUSIC (ASCAP)
EMI GOLD HORIZON MUSIC CORP. (BMI)
EMI GOLDEN TORCH MUSIC CORP. (ASCAP)
EMI GROVE PARK MUSIC, INC. (BMI)
EMI HASTINGS CATALOG INC. (BMI)
EMI INTERTRAX MUSIC INC. (BMI)
EMI JEMAXAL MUSIC INC. (ASCAP)
EMI LONGITUDE MUSIC (BMI)
EMI MILLER CATALOG INC. (ASCAP)
EMI MILLS MUSIC, INC. (ASCAP)
EMI MOGULL, INC. (ASCAP)
EMI NORBUD MUSIC, INC. (BMI)
EMI NTM HOLDINGS, INC. (ASCAP)
EMI PST HOLDINGS, INC. (ASCAP)
EMI ROBBINS CATALOG INC. (ASCAP)
EMI SOSAHA MUSIC INC. (BMI)
EMI SLITHY SONGS, INC. (BMI)
EMI TSM HOLDINGS, INC. (BMI)
EMI U CATALOG INC. (ASCAP)
EMI UNART CATALOG INC. (BMI)
EMI VARIETY CATALOG INC. (ASCAP)
EMI VINE MUSIC, INC. (BMI)
EMI VIRGIN MUSIC, INC. (ASCAP)
EMI VIRGIN SONGS, INC. (BMI)
EMI WATERFORD MUSIC, INC. (ASCAP)
EMI WORLDTRAX MUSIC INC. (ASCAP)
FORAY MUSIC (SESAC)
GLENWOOD MUSIC CORP. (ASCAP)
JOBETE MUSIC CO., INC. (ASCAP)
NEW TANDEM MUSIC, INC. (ASCAP)
SCREEN GEMS-EMI MUSIC INC. (BMI)
STONE DIAMOND MUSIC CORPORATION (BMI)
TRIPLE STAR MUSIC, INC. (BMI)

SCHEDULE C

(pursuant to paragraph 1(o))

ADDENDUM OF RIGHTS

ADDENDUM to the Agreement dated as of December 1, 2004, by and between EMI Music Publishing and Conectium USA, Inc. (the "Agreement"). Upon the full execution of this Addendum by the parties hereto, to be effective as of the date hereof, the following additional Website(s) is/are deemed Approved Website(s), and thus part of the Network:

1. The URL(s) of the Website(s) proposed for approval pursuant to this Addendum, and the date on which EMI Tones first shall be marketed thereon, is/are:

   http://www.telefonicamovistar.com.mx
   http://www.movistar.com.ve
   http://zonamovil.com.pa/index.jsp
   http://www.digitel.com.ve
   http://www.ideascomcel.com.co
   http://www.alamano.com

2. All terms not defined herein shall have the same meaning given them in the Agreement. Except as expressly or by necessary implication modified hereby, the terms and conditions of the Agreement remain in full force and effect, and are hereby ratified and affirmed without limitation or exception.

IN WITNESS WHEREOF, the parties have caused the foregoing ADDENDUM to be executed as of this _____ day of _____, 200_.

EMI Music Publishing

By: _____
Publisher

Conectium USA, Inc.

By: _____
Licensee

SCHEDULE D

(pursuant to paragraph 2(b))

ADDENDUM OF RIGHTS

ADDENDUM to the Agreement dated as of December 1, 2004, by and between EMI Music Publishing and Conectium USA, Inc. (the "Agreement"). Upon the full execution of this Addendum by the parties hereto, the following listed Composition(s) are deemed Approved Composition(s) under the Agreement, effective as of the date set forth below:

1. The Composition(s) subject to this Addendum is/are:

["TITLE"] composed by ["WRITER(S)" (%)].

2. The Territory shall be as per the Agreement, [excluding, in the case of the Composition entitled _____, the country(ies) of _____.]

3. All terms not defined herein shall have the same meaning given them in the Agreement. Except as expressly or by necessary implication modified hereby, the terms and conditions of the Agreement remain in full force and effect, and are hereby ratified and affirmed without limitation or exception.

IN WITNESS WHEREOF, the parties have caused the foregoing ADDENDUM to be executed as of this _____ day of _____, 200_.

EMI Music Publishing

By: _____
Publisher

Conectium USA, Inc.

By: _____
Licensee

Ringtone and Mastertone License

THIS AGREEMENT (the "Agreement") is made as of December 1, 2005 ("Effective Date"), by and between Wireless Developer Agency, 2875 Northwind Drive, Suite 200, East Lansing, MI 48823 ("Licensee"), and EMI Music Publishing, 810 Seventh Avenue, New York, New York 10019 ("EMI", "Publisher"). All capitalized terms in this Agreement are defined in paragraph 1 below, unless otherwise indicated.

WHEREAS, EMI is actively engaged in the business of music publishing and controls the music publishing rights to certain Compositions which are contained in the music publishing catalogs listed on Schedule A, attached hereto and made a part hereof; and

WHEREAS, Licensee desires to obtain and Publisher desires to grant a license to arrange and record one or more Approved Composition(s) for the sole purpose of creating EMI Ringtones and Mastertones that may be distributed as EMI Tones whereby an End-user can receive a copy of the EMI Tone into a Wireless Device ("Licensee's Service"), solely in the manner provided herein and in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. Definitions

As used in this Agreement, the following terms will have the meanings set forth below:

(a) "Composition" means a musical composition which is owned and/or controlled in whole or in part by Publisher, and which is made available, in Publisher's discretion and subject to Publisher's written approval, to Licensee subject to the terms and conditions set forth in this Agreement and subject to any restrictions imposed by Publisher or by any Songwriter Agreements; provided that with respect to any Composition which is or may be owned or controlled by Publisher only in part, the term "Composition" shall refer only to that portion of the musical composition owned or controlled by Publisher. "Approved Composition" means a Composition which, pursuant to paragraph 2 below, has been approved by Publisher as an Approved Composition available for use by Licensee in accordance with the terms and conditions of this Agreement.

(b) "Copy," means a digital transmission(s) or electronic distribution(s) of a single Approved Composition contained in an EMI Tone to an End-user.

(c) "Copies Sold" and "sales" mean one hundred (100%) percent of those Copies digitally transmitted or otherwise electronically distributed to End-users (including without limitation to an End-user's Wireless Device).

(d) "Dollars" and "Cents" mean United States Dollars and Cents.

(e) "EMI Ringtone" and "EMI Mastertone" means a Ringtone and Mastertone, respectively, that features the digital transmission of an Approved Composition, the length of which shall not exceed thirty (30) consecutive seconds, solely in connection with Licensee's Service and in accordance with the terms and conditions of this Agreement. For the purpose of this Agreement, EMI Ringtones and EMI Mastertones collectively shall be referred to as "EMI Tones".

(f) "End-user" means a Wireless Device owner, user, or customer who legally procures from Licensee the sale or distribution of an EMI Tone, for that period of time only during which such transmission right has been legally procured.

(g) "Network" means the Approved Website(s) on which EMI Tones will be made available to End-users, as served from and through the Server, via a range of service channels including Internet, cable, satellite, web, WAP, SMS, or cellular transmission. Licensee at all times shall institute security measures with respect to all aspects of its Network(s) that: (i) prevent any EMI Tones or any underlying Approved Composition from being copied, played, distributed, transmitted, performed, used or exploited, in whole or in part, in any format or by any means other than in the format and by the means permitted by Publisher hereunder; (ii) prevent unauthorized reproduction and distribution of all EMI Tones and any underlying Approved Compositions; (iii) are sufficient, as determined by Publisher, to track and enforce the use limitations and other restrictions described in this Agreement; and (iv) meet or exceed current industry standards as they exist from time to time for the licensed delivery of music via digital transmission (including, without limitation, anti-virus, firewall, password, and anti-hacking protections).

(h) "Person" means any individual, corporation, partnership, association or other organized group or combination of any or all of the foregoing, and their legal successors or representatives.

(i) "Ringtone" means any data that resides or is stored in (whether temporarily or permanently), or which is transmitted to, a Wireless Device, which data causes a predetermined melodic sequence of a musical composition to be reproduced, performed, and/or played for purposes of announcing an incoming call on such Wireless Device in an audio format (i.e., not audiovisual). For the avoidance of doubt, "Ringtone" shall not include (and this Agreement shall not be deemed to grant Licensee any rights to use Compositions in or as), inter alia, Ringbacks or Ringback tones, or so-called enhanced ringtones (e.g., Ringtones that include any visual element). For the purpose of this Agreement, Ringtones that: (i) embody a master sound recording of the Composition or (ii) embody vocal and/or human instrumental performances, shall be referred to as "Mastertones".

(j) "Ringbacks" or "Ringback tones" means the distribution or transmission of a musical composition to a Wireless Device or telephone for the purpose of notifying a caller that the call recipient is being alerted to the incoming call.

(k) "Server" means Licensee's proprietary Internet server which shall be located within the Territory, on which templates of the EMI Tones licensed hereunder will exclusively reside, and from which the EMI Tones will be digitally transmitted or distributed to End-users through the Network. For purposes of clarification, no EMI Tone shall be offered for sale through an Approved Website and permanently stored in an End-user's Wireless Device without first being transmitted from and through the Server.

(l) "Songwriter Agreement(s)" shall mean those agreements pursuant to which Publisher has acquired rights with respect to any Composition.

(m) "Term" has the meaning set forth in paragraph 5(a) below.

(n) "Territory" has the meaning set forth in paragraph 4 below.

(o) "Website" means a collection of interconnected hypertext markup language documents accessible at a single Universal Resource Locator ("URL") via the World Wide Web, owned and operated by the same Person or at the sole direction of such Person. "Approved Website(s)" means the Website(s) having the URL(s) www.t-mobile.com and www.CingularExtras.com from which Licensee intends to advertise and market the sale of EMI Tones. In the event Licensee desires an additional Website to become an Approved Website, prior to such website's advertising or marketing of any EMI Tone, Licensee shall complete, execute and submit to Publisher two (2) copies of an Addendum in the form set forth in Schedule C, and if Publisher returns to Licensee a counter-executed copy of the Addendum (which Publisher may elect to do in its sole discretion), said Website shall be deemed an Approved Website. Licensee shall reasonably cooperate with respect to Publisher's further inquiries concerning any additional Website(s) proposed by Licensee, including without limitation, the nature of business conducted on said Website(s) and by the Person(s) owning and operating or directing the operation of such Website(s), and the accounting and reporting procedures in place between Licensee and the Person(s) owning and operating or directing the operation of such Website(s).

(p) "Wireless Device" means a mobile telephone or a hybrid handheld wireless device that incorporates the telephony or messaging function of a mobile telephone and that operates on a wireless communications network regulated by the U.S. Federal Communications Commission in accordance with its rules and regulations governing commercial mobile radio services. Wireless Devices do not include, without limitation, toys, or games.

(q) Each other expression used herein, unless herein separately defined, shall have the meaning commonly understood in the music publishing industry.

2. **Supply of Compositions**

(a) The Compositions listed on Schedule B hereto (hereby incorporated herein by this reference) as of the Effective Date are deemed to be Approved Compositions for purposes of this Agreement. From time to time during the Term, Schedule B may be amended by Publisher in its discretion, in which event Publisher shall provide Licensee with a written copy of such revised Schedule B, and upon Licensee's receipt of such revised Schedule B, the Compositions listed on such revised Schedule B shall be deemed to be Approved Compositions for purposes of this Agreement (and to the extent that any Approved Compositions from an earlier version of Schedule B are not listed on such revised Schedule B, such Compositions shall no longer be deemed to be Approved Compositions for purposes of this Agreement). Publisher will use reasonable efforts to clearly indicate for Licensee any additions, deletions and/or corrections to the list of Compositions set forth in any revised Schedule B that is provided to Licensee.

(b) Following the execution of this Agreement and throughout the Term, Licensee may seek Publisher's approval of Compositions that do not appear on Schedule B for use as Approved Compositions for purposes of the creation and transmission of EMI Tones. In such event, Licensee shall notify Publisher in writing of said requested Compositions. If Publisher agrees to consider the approval of such requested Composition(s), it shall provide written notice thereof to Licensee who shall complete, execute and submit to Publisher two (2) copies of an Addendum in the form set forth in Schedule D, and if Publisher returns to Licensee a counter-executed copy of the Addendum (which Publisher may elect to do in its sole discretion), the Compositions set forth in such Addendum shall be deemed Approved Compositions for purposes of this Agreement and the then-current version of Schedule B shall be deemed amended to include such Approved Compositions.

(c) Publisher reserves the right, in its sole discretion, to refuse to approve any Composition(s) for use as Approved Composition(s). For purposes of example, but without limitation, except as otherwise expressly provided by Publisher, as of the Effective Date and throughout the Term, Compositions written in whole or in part by Tracy Chapman, John Lennon, Jeff Lynne, James Taylor, and Stevie Wonder, and the members of the recording artists known as Aerosmith, Foo Fighters, Nirvana, Red Hot Chili Peppers, Tool, the Mars Volta, A Perfect Circle and Savage Garden, and the Composition "You've Got A Friend" (King) are not, and shall not become, Approved Compositions.

(d) Notwithstanding anything to the contrary contained in this Agreement, Licensee shall remove any EMI Tone(s) from the Network(s) within seven (7) business days after Licensee's receipt of notice from Publisher requesting such removal, and as of the end of such seven (7) business day period, and thereafter throughout the Term, Licensee shall not sell, transmit, or otherwise use or exploit such EMI Tone(s), and shall not permit third parties to do any of the foregoing, for any purpose without Publisher's prior written consent.

3. Grant of Rights

(a) License Grant to Licensee. Subject to the terms and conditions of this Agreement and provided that Licensee has fully complied with such terms and conditions, Publisher hereby grants to Licensee the following non-exclusive, non-transferable limited rights solely during the Term and solely in the Territory:

(i) Arrangement and Recording. To arrange and record, at Licensee's sole expense, one (1) excerpt of each Approved Composition, comprising up to thirty (30) consecutive seconds of such Approved Composition, for use solely in connection with the creation of an EMI Tone based on such excerpt; provided that (A) each EMI Tone shall only contain elements of one (1) Approved Composition (for purposes of example only, an EMI Tone may not include portions of two (2) or more separate Approved Compositions or portions of an Approved Composition together with portions of any other musical composition); (B) the Approved Composition excerpt used to create an EMI Tone shall be a single, continuous excerpt (for purposes of example only, such excerpt may not comprise the first ten (10) seconds and the last twenty (20) seconds of such Approved Composition); (C) no arrangement created in accordance with this paragraph 3(a)(i) shall change the basic melody or fundamental character of an Approved Composition (other than as necessarily resulting from limiting the excerpt of such Approved Composition to thirty (30) consecutive seconds); and (D) all arrangements created in accordance with this paragraph 3(a)(i) shall be subject to the provisions of paragraph 11 below;

(ii) Creation of Single Template or Server Copy. To create a template or server copy of each EMI Tone, which shall be "uploaded" to and reside on the Server for the sole and exclusive purpose of transmitting or distributing EMI Tones to End-users in accordance with the terms and conditions herein;

(iii) Sell Copies To End-Users. To sell Copies of the EMI Tones, on and through the Network, so that an End-user can purchase a Copy of the EMI Tone such that the EMI Tone may be embedded in his or her Wireless Device (it being understood that temporary, transient, non-permanent copies of the EMI Tones incidental to said transmission may be created on the Network, provided (A) no permanent copies of the EMI Tones are stored or cached on the Network except on the Server or on an End-user's Wireless Device and (B) if a security breach in the Network arises, Licensee shall immediately comply with any Publisher request to block access or remove from the Server any EMI Tone so affected);

(iv) Streaming for Promotional Purposes. For each EMI Tone, and subject to Licensee securing all necessary public performance licenses (as described in paragraph 8 below), to "stream" up to thirty (30) consecutive seconds of such EMI Tone to prospective End-users in the form of a digital audio transmission for the sole purpose of previewing or demonstrating such EMI Tone to facilitate its purchase, sale, or licensing through the Network in accordance with this Agreement; provided that Licensee shall not sell, lease, transmit, offer, or otherwise provide any EMI Tone streamed in accordance with this paragraph 3(a)(iv) (including any Approved Composition incorporated therein) as a downloadable file or in any form that would allow any Person to create, store, or retain a copy of all or part thereof.

(b) Restrictions. Notwithstanding any other provision of this Agreement:

(i) This Agreement does not authorize or permit any use or other exploitation of any Composition by Licensee or any third party, except as expressly authorized herein. If any such use or other exploitation is made or permitted by Licensee, this Agreement shall immediately terminate, and all rights and licenses granted to Licensee hereunder shall automatically terminate.

(ii) No license or other rights are granted herein to Licensee or any third party to use any current or future trademarks, service marks, design marks or trade names of or associated with Publisher (such marks and names, collectively, the "EMI Marks"), for any purpose. Licensee may only use the EMI Marks with the prior written approval of Publisher.

(c) With respect to any Approved Composition of which less than one hundred percent (100%) is controlled by Publisher, prior to exercising any of the rights or licenses granted herein in such Approved Composition or any EMI Tone incorporating such Approved Composition, Licensee shall secure all rights and licenses from all applicable co-publisher(s) necessary to exercise, without violating the intellectual property rights or other rights of such co-publisher(s) or any third party, the rights and licenses granted herein.

(d) Nothing contained herein shall grant Licensee the right to use any particular recording of an Approved Composition.

(e) Without limiting any other provision of this Agreement, with respect to any third party rights that are necessary to be obtained by Licensee in connection with any EMI Tone or any recording or performance incorporated into or used to arrange any EMI Tone, Licensee shall be responsible for obtaining such rights at its sole expense.

4. Territory

The "Territory" covered during the Term shall be the United States, its territories and possessions (including Puerto Rico).

5. Term

(a) The "Term" of this Agreement is one (1) year, commencing December 1, 2005, and terminating November 30, 2006.

(b) Notwithstanding the foregoing, EMI may terminate the entire grant of rights contained in this Agreement and/or the grant of rights with respect to a particular Approved Website, at any time for any reason upon thirty (30) days prior written notice to Licensee. Promptly thereafter, Licensee shall furnish Publisher with a written confirmation that it has performed any/all takedowns of EMI Tones from the Server necessary to comply with the applicable termination of rights by Publisher.

(c) If Licensee has failed to fully launch its services for any reason as contemplated upon execution of this Agreement in accordance with the rights granted to Licensee herein, as of June 1, ~~2005~~ 2006, (i) this Agreement shall immediately terminate and all terms and conditions hereof will be deemed null and void as of such date, (ii) any and all EMI Tones created by Licensee shall remain the sole property of Publisher as of such date, and Licensee shall immediately assign and transfer any and all rights therein to Publisher, (iii) Licensee shall immediately take down all EMI Tones as of such date and all of Licensee's rights in and to EMI Tones shall immediately terminate, and (iv) upon Publisher's written request, all EMI Tones in Licensee's possession or control shall be promptly destroyed by Licensee, and Licensee will deliver an affidavit to Publisher attesting to such destruction.

6. Advance / Royalties

(a) As used herein, "Publisher's Prorata Share" shall mean that proportion of Publisher's ownership of the applicable Composition, as set forth on the Schedule D Addendum.

(b) In consideration of the rights granted hereunder, upon execution of this Agreement Licensee shall pay to Publisher the sum of Seven Thousand Five Hundred ($7,500.00) Dollars, as a non-returnable advance, recoupable solely from royalties otherwise payable for each Copy Sold as of the commencement hereof pursuant to this paragraph 6 ("Advance").

(c) (i) Pursuant to the terms and conditions of paragraph 7 below, Licensee shall pay Publisher for each Copy Sold a royalty equal to Publisher's Prorata Share of:

(A) TWELVE (12%) percent of the retail selling price of each Copy Sold, with a minimum royalty for each Copy Sold of FOURTEEN ($0.14) Cents with respect to EMI Ringtones; and

(B) TWELVE (12%) percent of the retail selling price of each Copy Sold, with a minimum royalty for each Copy Sold of FOURTEEN ($0.14) Cents with respect to EMI Mastertones;

(ii) In the event a recurring fee is charged an End-user to retain a Copy, said charge shall be deemed a royalty-bearing event. For clarity, Licensee shall pay Publisher the applicable royalty pertaining to any Copy each time a recurring payment is made to retain said Copy (or to access said EMI Tone embodied therein) on an End-user's Wireless Device. For purposes of calculating the royalty payable, if applicable, the recurring fee shall be deemed to be the original retail selling price and each time the Copy is thereby retained shall be considered a new "Copy Sold" and a royalty shall thereby be payable.

(iii) In the event a Copy is made to time-out on a Wireless Device and one is made to re-download or otherwise re-acquire said EMI Tone for reasons other than technical failure, said event shall be deemed a royalty-bearing event. For clarity, and notwithstanding the previous sentence, Licensee shall pay Publisher the applicable royalty pertaining to each Copy Sold, irrespective of whether the recipient had previously acquired the same EMI Tone embodied in such Copy Sold.

(iv) In the event a Copy is offered in a form other than individually (e.g., said EMI Tone is made available as part of a bundle or package of wireless content applications, the royalty due in connection with such Copy shall be Publisher's Pro Rata Share of the greater of: (A) TEN (10%) percent of a fraction whose numerator equals the bundle's sale price and whose denominator equals the number of royalty-bearing content applications, or (B) the minimum royalty for each Copy Sold set forth paragraph 6(c)(i) above. By way of example, if Licensee charges $10 for a bundle of eight (8) royalty-bearing content applications (one of which is a Copy), then the royalty applicable to said Copy shall be Publisher's Prorata Share of $0.125, i.e., 10% of ($10 ÷ 8).

(v) In the event a recurring transmission fee, in addition to the original EMI Tone purchase fee, is charged to an End-user each time an End-user hears the EMI Tone (e.g., a Ten Cent ($0.10) recurring transmission fee is charged to an End-user each time he/she hears an EMI Tone), Licensee shall pay Publisher for each such Copy Publisher's Prorata Share of Ten percent (10%) of such transmission fee, in addition to the Royalty otherwise set forth in this paragraph 6.

(vi) In the event the public performance of an Approved Composition as embodied in an EMI Tone, including without limitation pursuant to paragraph 3(a)(iv) above, is licensed by Licensee from Publisher or from Publisher's authorized agent pursuant to paragraph 8 (b) below, Licensee shall pay Publisher for each such public performance (or Copy) Publisher's Prorata Share of Two ($0.02) Cents, in addition to the Royalty otherwise set forth in this paragraph 6.

(d) In the event an Approved Composition is controlled less than one hundred (100%) percent by Publisher or if the Songwriter Agreements require direct payments to certain third parties, upon Publisher's request, Licensee shall make direct payments to such applicable co-publishers or other third parties.

(e) In the event Licensee agrees to (or has agreed to) pay to a co-publisher of an Approved Composition, a publisher of any musical composition used in any Ringtone or Mastertone, compensation or consideration in excess of the compensation or consideration to be paid to Publisher hereunder (collectively, "Excess Compensation"), then effective as of the date of such agreement, Licensee shall immediately pay to Publisher an amount equal to such Excess Compensation and this Agreement shall be deemed amended effective as of the date of such agreement to include such more favorable compensation provision. In the event the Approved Composition is not entirely controlled by Publisher, the Excess Compensation shall be based upon and shall reflect Publisher's Pro Rata Share. Upon request, Licensee shall supply to Publisher copies of all agreements between Licensee and third party licensors by which rights are granted for the use of any sound recording or musical compositions (including Approved Compositions) in Ringtones and/or in Mastertones.

7. Accounting

(a) Together with the payment of all applicable sums due Publisher pursuant to paragraph 6 above, Licensee shall render Publisher accounting statements on a quarterly basis, (which shall be provided electronically, along with a hard paper copy), indicating, EMI Tone-by-EMI Tone (including the title, writers' name(s), and applicable Publisher-supplied EMI song code for each Approved Composition), and Approved Website-by-Approved Website basis, the number of Copies Sold or otherwise distributed and/or digitally delivered in the Territory, within forty-five (45) days following the last day of each calendar quarter during which such rights are granted herein, whether or not Licensee sold or otherwise distributed Copies within such quarterly period. In addition, the accounting statement shall indicate, with respect to each Copy Sold, the retail selling price therefor, whether said Copy Sold was the result of a first-time transmission or a repeat transmission/recurring charge, and any other information necessary to determine how the applicable royalty for each Copy Sold was calculated.

(b) In addition to providing quarterly accounting statements, Licensee shall, within ninety (90) days of the Effective Date, provide Publisher, upon request, with online, real-time access to the Server in order to permit the accurate identification, tracking and verification of copies of all EMI Tones, and any other data item to be enumerated on accounting statements pursuant to subparagraph (a) above.

(c) Licensee agrees to keep and maintain true and accurate records and books of account in connection with the sale of Copies and all transactions related thereto or otherwise contemplated under this Agreement, and shall retain all such records and books for a period of not less than four (4) years following the termination of this Agreement. Publisher, by its designated representative, shall have the right, upon reasonable written notice, and during normal office hours, to examine the books and records of Licensee, at Licensee's regular place of business where the books and records are maintained, as the same pertain to the subject matter of this Agreement and to make copies and extracts thereof. Licensee shall cooperate with Publisher's representative to assist them in understanding all such material. If, as a result of any audit, it is determined that Licensee has understated the royalties due to Publisher, Licensee shall immediately pay to Publisher the amount of such underpayment. If, as a result of any audit, it is determined that Licensee has understated the royalties due to Publisher by ten (10%) percent or more, Licensee shall pay to Publisher the amount by which royalties have been understated and shall reimburse Publisher for the cost of the audit.

(d) All checks shall be in United States Dollars, shall be made payable to EMI Music Publishing and unless Publisher notifies otherwise, shall be sent to the address indicated in paragraph 15 below. All accountings and payments must be received by Publisher on the date such payment and statement are due, according to the terms of this Agreement, time being of the essence hereof. No payments shall be diminished or reduced in any manner for any reason, including without limitation, any withholdings, currency restrictions, exchanges or taxes. Upon written request, Publisher shall provide Licensee with a current W-9 form for each music publishing catalog receiving payment.

(e) It is understood and agreed that there shall be no "free" or "bonus goods" of the EMI Tones, as such term is understood in the industry, i.e., all Copies Sold, distributed, transmitted, or delivered, regardless of price, shall bear a full royalty hereunder.

(f) Without limiting Publisher's rights and remedies hereunder, at law or in equity: (i) past-due payments are subject to and to be accompanied by payment of interest thereon at the prime rate as established on the due date by The Bank of New York plus two (2%) percent compounded daily and computed from the date(s) upon which each such payment(s) first became due until the date(s) upon which each such payment(s) is remitted to Publisher; and (ii) Licensee shall reimburse Publisher, within five (5) days from receipt of its invoice, for Publisher's reasonable attorney's fees and costs arising out of the occurrence of any Default Event (as defined in paragraph 14), including, without limitation, any failure by Licensee timely to render statements and account to Publisher with respect to royalties which accrue to Publisher in connection with Licensee's exploitation of its rights pursuant to the applicable provisions hereof.

8. <u>No Performance Right Grant</u>

(a) No right of public performance is granted under this Agreement, such right being licensed by the American Society of Composers, Authors and Publishers ("ASCAP"), Broadcast Music Inc. ("BMI"), and the Society of European Stage Authors and Composers ("SESAC") in and for the United States, as applicable.

(b) Any public performance of an Approved Composition as embodied in an EMI Tone, including without limitation pursuant to paragraph 3(a)(iv) above, not otherwise licensed by ASCAP and/or BMI, as applicable, shall be licensed by Licensee from Publisher or from Publisher's authorized agent at the rate set forth in paragraph 6 (c)(vi).

9. Restrictions and Reservations of Rights

(a) This Agreement does not authorize or permit any use of a Composition not expressly set forth herein and does not include the right to alter the fundamental character of the music of an Composition, and, specifically, the terms of this Agreement are limited to the use of each Approved Composition only as originally fixed in the EMI Tone. Publisher reserves all rights not expressly granted to Licensee hereunder. All rights granted hereunder are granted on a non-exclusive basis.

(b) No Composition may be used in a dramatic fashion, as such term is understood in the industry, or in any manner which could be considered in bad taste or offensive; i.e. each Approved Composition shall be used with regard to social convention and decency so as not to bring such Composition, the composers thereof, or Publisher into public disrepute or reflect adversely on the Composition, the composers thereof, or Publisher. No individual Composition may be used in connection with any product, any service, or in the branding, marketing, advertising or promotion of any product, service or event.

(c) Without limiting the force and effect of the foregoing, and without intending to provide an exhaustive list of prohibitive acts, this Agreement does not include the rights to: (i) rent or lease an EMI Tone; (ii) sell or otherwise distribute EMI Tones except for the personal use of individual Wireless Device owners; (iii) parody the music or lyrics of an Approved Composition; (iv) make, sell or distribute phonorecords of an Approved Composition; (v) utilize a sound recording and/or audiovisual master(s) not owned or separately licensed by Licensee; (vi) synchronize (or authorize others to synchronize) any Approved Compositions with visual images or events or include any Approved Composition in any audio-visual work, including without limitation in commercials or games; (vii) use the title of an Approved Composition except for factual and/or descriptive purposes for identifying the EMI Tones available to for purchase; (viii) use any Composition that is not a Approved Composition in any way; or (ix) use an Approved Composition on any broadcast/cablecast or on-line services (whether viewable in real time or downloadable) not specifically enumerated in this Agreement, or on any interactive program, platform, media or storage device, or any promotional use not specifically enumerated herein. Any occurrence of the above-noted items by Licensee or authorized by Licensee shall render all aspects of the Agreement immediately null and void and this Agreement shall terminate.

(d) Except for listing on the Network the composers' names for factual and/or descriptive purposes for identifying the EMI Tones available for purchase, no right whatsoever is being granted hereunder to use or authorize other Persons to use the names (including any professional names, previously, now or hereafter used), facsimile signatures, voices, likenesses or biographical material of, concerning, or regarding any of the composers of a Composition for any purpose whatsoever, including, without limitation, for purposes of exploitation of an EMI Tone on the Network. In no event shall a name of a composer of a Composition be featured more or less prominently than any other composer's name.

10. Warranties and Representations/Indemnity

(a) Publisher warrants only that it has the legal right, power and authority to grant this license and this license is given and accepted without any other warranty or recourse. Publisher hereby agrees to indemnify and hold harmless Licensee and its respective officers, directors, agents, and employees (hereinafter, the "Indemnitees") from and against any and all liabilities, damages, costs, charges, recoveries, judgments, penalties, expenses or losses of whatsoever kind or nature, actually incurred by the Indemnitees (including reasonable attorneys' fees and disbursements) which may be obtained against, imposed upon or suffered by the Indemnitees or any of them, by reason of any breach by Publisher of any of its warranties or representations hereunder. In no event shall the total liability of Publisher in connection with the rights granted for each Approved Composition licensed hereunder exceed the consideration received by Publisher in connection with the licensing of said Approved Composition. Licensee will give Publisher prompt notice of any claim and Publisher will have the right to assume the defense thereof at Publisher's expense.

(b) Licensee represents and warrants that:

(i) there are no actions, suits, proceedings, agreements or other impediments, actual or threatened, which would prevent or impair it from performing its duties and obligations hereunder; and

(ii) it is fully empowered to enter into this Agreement and to perform its duties and obligations hereunder, that it is and shall at all times remain possessed of all rights necessary for it to completely fulfill all of its material obligations hereunder; and that its entering into this Agreement and fulfilling such obligations (including but not limited to maintenance of the Network) does not and shall not infringe upon the rights of any Person whatsoever.

(c) Licensee further represents and warrants that it shall obtain or secure (and maintain during the Term) all necessary and required licenses concerning:

(i) intellectual properties furnished or selected by Licensee and contained in any materials used in connection with the marketing, sale or distribution of Ringtones as authorized hereunder, including without limitation name and likeness rights, and that said materials shall not violate or infringe upon the rights of any third party, including without limitation intellectual property rights and/or rights of privacy and publicity; and

(ii) intellectual properties furnished or selected by Licensee and contained in an EMI Tone not licensed hereunder including that portion of the music publishing rights in and to each Approved Composition not controlled by Publisher; and that said materials shall not violate or infringe upon the rights of any third party, including without limitation intellectual property rights and/or rights of privacy and publicity.

(d) Licensee agrees to fully indemnify Publisher and hold Publisher (and its officers, directors, and employees) harmless of and from any and all liabilities, claims, causes of actions, damages, interest, charges, recoveries, judgments, penalties, expenses or losses of whatsoever kind of nature, (including without limitation, legal expenses and counsel fees and disbursements) of any kind whatsoever which may be occasioned, suffered or incurred by Publisher, either directly or indirectly, in whole or in part, resulting from or in connection with any breach or threatened breach by Licensee of any of the terms, covenants, representations and warranties contained herein, and/or any claim by any Person inconsistent with any of the representations, warranties and covenants hereunder. In addition, Licensee will reimburse Publisher on demand for any payment made at any time after the date hereof for any liability or claim to which this clause relates that has resulted in a judgment against Publisher or which has been settled with the written consent of Licensee (which consent shall not unreasonably be withheld). Publisher will give Licensee prompt notice of any claim and Licensee will have the right to assume the defense thereof at Licensee's expense.

11. Arrangements/Copies

All EMI Tones (including the master recordings created by Licensee not otherwise owned by record companies) shall be the sole and exclusive property of Publisher from inception, and Licensee hereby sells, assigns and transfers all right, title and interest in and to each such EMI Tone and master recording to Publisher, including without limitation all copyright registrations and applications, and all renewals and extensions thereof, throughout the world. Any arrangement(s) which Licensee shall cause to be made of an Approved Composition in the creation of an EMI Tone shall be made at Licensee's own expense and shall be created only as the result of employment-for-hire and such arrangement shall be "Work Made For Hire" for Publisher, as such term is used in the United States Copyright Law. Licensee hereby sells, assigns and transfers any such arrangement(s) and all right title and interest in and to each such arrangement to Publisher and the worldwide copyright and renewals and extensions of copyright therein. Licensee warrants and represents that all Persons rendering services in connection with the creation of EMI Tones shall have executed, prior to the commencement of creation of any EMI Tone to

which such Persons have contributed, written agreement(s), in full compliance with the laws of the United States and other countries, stating that those EMI Tones and any arrangements on which such EMI Tones are based, are considered a work made for hire for Publisher and irrevocably assigning all such Person's rights throughout the Territory in perpetuity, including without limitation copyrights, in those EMI Tones and other materials to Publisher. Upon Publisher's request, Licensee will cause to be executed and delivered to Publisher all assignments and transfers of ownership of copyright (including without limitation all copyright registrations and applications, and all renewals and extensions thereof) in the EMI Tones and any arrangements on which such EMI Tones are based, and any other documents as Publisher may deem necessary or appropriate to vest in Publisher the rights granted to Publisher in this Agreement. Neither Licensee nor any arranger shall be entitled to authorship credit or status as a collaborator or any remuneration by way of royalty or otherwise from the authors of such Approved Composition or from Publisher or any of Publisher's designated agents. No arrangement shall change the basic melody of any Approved Composition.

(b) Licensee shall enable Publisher freely and without charge or expense to receive EMI Tones to ensure Licensee's adherence with and to the terms and conditions of this Agreement. Any such receipt by Publisher will not constitute a Copy and will not be deemed a royalty-bearing event.

12. Ownership

Except as expressly permitted in this Agreement, Licensee shall not at any time, directly or indirectly, license, transfer, assign, sell or otherwise dispose of, pledge, mortgage or in any way encumber any Composition or any interest of any kind therein, and/or any right or license granted hereunder and any such purported license, transfer, assignment, sale, disposal, pledge, mortgage or encumbrance shall be void and of no effect.

13. No Partnership

Nothing herein contained shall create any association, partnership, joint venture or relationship of principal and agent between the parties hereto; it being understood that the parties hereto are, with respect to each other, independent contractors, and neither party shall have any authority to bind the other or the other's representatives in any way and shall not hold itself out to any Person as having authority.

14. Event of Default/Cure

(a) As used herein, the term "Event of Default" shall mean any of the following events: (i) Licensee's failure or inability to fulfill any of its material obligations hereunder for any reason; (ii) Licensee's dissolution or the liquidation of any substantial portion of its assets; (iii) the filing by or against Licensee of a petition for liquidation or reorganization or the commencement of an action against it under any applicable bankruptcy or insolvency legislation as now or hereafter in effect or under any similar statute relating to liquidation or reorganization or Licensee's consenting to any of the foregoing; (iv) the appointment of a trustee, receiver, custodian or similar appointee for Licensee for any of its property or Licensee consenting to any such appointment; (v) Licensee's making of an assignment for the benefit of creditors; (vi) Licensee becoming insolvent; (vii) Licensee's failure to pay, or admission in writing of its inability to pay, its debts as they come due; (viii) Licensee's receipt of a "going concern" notification or similar qualification; (ix) a reduction of ten percent (10%) or more in Licensee's workforce; (x) Licensee's report of a quarterly loss for four (4) consecutive quarters; or (xi) any action by Licensee which jeopardizes any material right or remedy of Publisher hereunder. In the event that any of the matters described in this paragraph 14(a) occurs, Licensee shall provide prompt written notice thereof to Publisher.

(b) Without limiting or affecting the rights or remedies which Publisher may have under this Agreement or at law or equity, with respect to Licensee's obligations under this Agreement, it is agreed that if an Event of Default occurs or in the event of a breach on the part of Licensee, Publisher may notify Licensee in writing of such default or breach and Licensee shall have ten (10) business days from receipt of such notice in which to cure such Event of Default or breach. If such breach or Event of Default is not curable or is not cured within said ten (10) business day period, this Agreement shall automatically terminate and Licensee shall be deemed to have automatically and irrevocably assigned and transferred to Publisher, without further consideration, all right, title and interest in and to all EMI Tones (including the master recordings created by Licensee not otherwise owned by co-publishers or record companies), to the extent that such rights and interests have not already been assigned to or vested in Publisher; provided, however, that with respect to any breach or default concerning the payment of any monies whatsoever, this Agreement shall automatically terminate and the aforesaid assignment and vesting shall occur if such particular breach is not remedied within five (5) business days from the date of the notice. Publisher, in the event of any automatic termination under this paragraph and without prejudice to any other rights and remedies, shall have rights and remedies for copyright infringement, including injunctive relief.

(c) The termination of this Agreement pursuant to this paragraph shall render the further exploitation of an EMI Tone actionable as an act of copyright infringement fully subject to the remedies provided by the Copyright Act, Title 17, of the United States Code, together with other legal and equitable remedies available to Publisher.

15. Notices

Any and all notices, consents, approvals, demands, other communications and payments hereunder shall be hand delivered or sent by certified mail, return receipt requested, at the address below (or at such other address hereafter designated by either party in writing) as follows:

To Publisher: EMI Music Publishing
810 Seventh Avenue
New York, New York 10019
Attention: Rod Kotler

To Licensee: As set forth in the heading of this Agreement.

Any notice shall be deemed complete when the same (containing whatever information may be required hereunder) is deposited in any mail box properly addressed and sent as aforesaid, except that: (a) all materials personally delivered shall be deemed served when actually received by the party to whom addressed; (b) air express materials shall be deemed served on the day of delivery to the air express company; (c) notices of change of address shall be effective only from the date of receipt; and (d) royalty statements may be sent by regular mail and shall be deemed rendered when actually received by Publisher.

16. Governing Law

This Agreement has been entered into and delivered in the State of New York and the validity, interpretation and legal effect of this Agreement shall be governed by and construed in accordance with the internal laws of the State of New York applicable to contracts entered into and performed entirely within the State of New York. Only the New York courts (state and federal) will have jurisdiction over any controversies regarding this Agreement, and the transactions contemplated by this Agreement; any action or other proceeding which involves such a controversy will be brought in those courts, in New York County, and not elsewhere. Licensee hereby irrevocably submits to the jurisdiction of the New York courts (state and federal) in any such action or proceeding and irrevocably waives any right to contest the jurisdiction (in rem or in personam) or power or decision of that court within or without the United States other than appropriate appellate courts having jurisdiction over appeals from such court(s). Licensee also irrevocably waives any defense of inconvenient forum to the maintenance of any such action or proceeding. Any process in any action or proceeding may, among other methods, be served upon Licensee by delivering or mailing it in accordance with paragraph 15. Any such delivery or mail service shall be deemed to have the same force and effect as personal service within the State of New York.

17. Assignment; Change of Control

This Agreement, and the rights, opportunities and obligations created pursuant to this Agreement, are not assignable or transferable in any manner by Licensee, nor shall Licensee sublicense or delegate any of its rights or obligations without the prior written consent of Publisher, not to be unreasonably withheld. EMI may assign this Agreement and any of its rights hereunder in whole or in part to any Person which controls, which is controlled by, or which is under common control with, EMI and/or each such Publisher or which is in partnership with EMI and/or each such Publisher; and/or to any parent, affiliated or subsidiary company or corporation, or to a Person owning, or acquiring, all or a substantial part of EMI and/or each such Publisher's stock and/or assets or with whom EMI and/or each such Publisher may merge or be merged, in which case Licensee shall not be released from its obligations hereunder.

18. Confidentiality; Publicity

Licensee and EMI agree that all information with respect to this Agreement, whether furnished by EMI to Licensee or otherwise acquired by Licensee in the course of business with EMI, shall be kept confidential. Such information shall not be disclosed at any time to any Person except to the extent required by an order of a court or other tribunal having jurisdiction or pursuant to rules and regulations of a governmental body. Notwithstanding the foregoing, the parties acknowledge and agree that in certain situations, such as where copublishers of an Approved Composition, publishers of other compositions and/or master owners require a favored nations provision, the information contained in this Agreement may have to be divulged with respect to monies payable and rights granted. Licensee and EMI may not use the other party's name in news releases, articles, brochures and marketing and/or promotional materials, without the other party's prior written approval.

19. Entire Agreement

(a) This Agreement sets forth the entire understanding between the parties hereto with respect to the subject matter hereof, and merges and extinguishes all prior understandings, negotiations, and agreements. No amendment to or modification, waiver, termination, or discharge of this Agreement or of any provision hereof shall be binding unless confirmed by a written instrument duly executed by the party to be charged therewith. Any process in any action, suit, or proceeding arising out of or relating to this Agreement may, among other methods, be served upon the applicable party by delivering it or mailing it in accordance with paragraph 15 above. No waiver of any provision of or default under this Agreement shall affect the right of either party thereafter to enforce such provision or to exercise any right or remedy in the event of any other default, whether or not similar.

(b) If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not essential to the intended operation of this Agreement.

20. **Miscellaneous**

This Agreement shall apply for the Term hereof only, and shall not be binding upon or prejudicial to any position taken by Publisher or Licensee for any period subsequent to the Term of this Agreement. The captions of paragraphs contained in this Agreement are for reference only and are not to be construed in any way as a part of the Agreement. This Agreement shall not become effective until executed by all proposed parties hereto.

IN WITNESS WHEREOF, the parties have caused the foregoing to be executed as of the date first above written.

EMI Music Publishing

By: _____
Publisher

Wireless Developer Agency

By: _____
Licensee

SCHEDULE A

(List of Publishing Catalogs)

AVON GATE MUSIC INC. (BMI)
BARHAM BOULEVARD MUSIC, INC. (BMI)
BEECHWOOD MUSIC CORP. (BMI)
BURBANK PLAZA MUSIC, INC. (ASCAP)
CARWIN MUSIC INC. (ASCAP)
COLGEMS-EMI MUSIC INC. (ASCAP)
COMBINE MUSIC CORP. (BMI)
EMI AFFILIATED CATALOG INC. (BMI)
EMI AL GALLICO MUSIC CORP. (BMI)
EMI ALGEE MUSIC CORP. (BMI)
EMI APRIL MUSIC INC. (ASCAP)
EMI BELFAST MUSIC, INC. (BMI)
EMI BMPC CORP. (ASCAP)
EMI BLACKWOOD MUSIC INC. (BMI)
EMI BRILLIG MUSIC, INC. (ASCAP)
EMI DUCE MUSIC, INC. (ASCAP)
EMI EASY LISTENING MUSIC CORP. (ASCAP)
EMI FEIST CATALOG INC. (ASCAP)
EMI FULL KEEL MUSIC (ASCAP)
EMI GOLD HORIZON MUSIC CORP. (BMI)
EMI GOLDEN TORCH MUSIC CORP. (ASCAP)
EMI GROVE PARK MUSIC, INC. (BMI)
EMI HASTINGS CATALOG INC. (BMI)
EMI INTERTRAX MUSIC INC. (BMI)
EMI JEMAXAL MUSIC INC. (ASCAP)
EMI LONGITUDE MUSIC (BMI)
EMI MILLER CATALOG INC. (ASCAP)
EMI MILLS MUSIC, INC. (ASCAP)
EMI MOGULL, INC. (ASCAP)
EMI NORBUD MUSIC, INC. (BMI)
EMI NTM HOLDINGS, INC. (ASCAP)
EMI PST HOLDINGS, INC. (ASCAP)
EMI ROBBINS CATALOG INC. (ASCAP)
EMI SOSAHA MUSIC INC. (BMI)
EMI SLITHY SONGS, INC. (BMI)
EMI TSM HOLDINGS, INC. (BMI)
EMI U CATALOG INC. (ASCAP)
EMI UNART CATALOG INC. (BMI)
EMI VARIETY CATALOG INC. (ASCAP)
EMI VINE MUSIC, INC. (BMI)
EMI VIRGIN MUSIC, INC. (ASCAP)
EMI VIRGIN SONGS, INC. (BMI)
EMI WATERFORD MUSIC, INC. (ASCAP)
EMI WORLDTRAX MUSIC INC. (ASCAP)
FORAY MUSIC (SESAC)
GLENWOOD MUSIC CORP. (ASCAP)
JOBETE MUSIC CO., INC. (ASCAP)
NEW TANDEM MUSIC, INC. (ASCAP)
SCREEN GEMS-EMI MUSIC INC. (BMI)
STONE DIAMOND MUSIC CORPORATION (BMI)
TRIPLE STAR MUSIC, INC. (BMI)

SCHEDULE C

(pursuant to paragraph 1(o))

ADDENDUM OF RIGHTS

ADDENDUM to the Agreement dated November 9, 2005, by and between EMI Music Publishing and Wireless Developer Agency (the "Agreement"). Upon the full execution of this Addendum by the parties hereto, the following additional Website(s) is/are deemed Approved Website(s), and thus part of the Network, effective as of the date set forth below:

1. The URL(s) of the Website(s) proposed for approval pursuant to this Addendum, and the date on which EMI Tones first shall be marketed thereon, is/are:

http://www._____.com Date: _____

2. All terms not defined herein shall have the same meaning given them in the Agreement. Except as expressly or by necessary implication modified hereby, the terms and conditions of the Agreement remain in full force and effect, and are hereby ratified and affirmed without limitation or exception.

IN WITNESS WHEREOF, the parties have caused the foregoing ADDENDUM to be executed as of this _____ day of _____, 200_.

EMI Music Publishing

By:_____
Publisher

Wireless Developer Agency

By:_____
Licensee

SCHEDULE D

(pursuant to paragraph 2(b))

ADDENDUM OF RIGHTS

ADDENDUM to the Agreement dated November 9, 2005, by and between EMI Music Publishing and Wireless Developer Agency (the "Agreement"). Upon the full execution of this Addendum by the parties hereto, the following listed Composition(s) are deemed Approved Composition(s) under the Agreement, effective as of the date set forth below:

1. The Composition(s) subject to this Addendum is/are:

["TITLE"] composed by ["WRITER(S)" (%)].

2. The Territory shall be as per the Agreement, [excluding, in the case of the Composition entitled _____, the country(ies) of _____.]

3. All terms not defined herein shall have the same meaning given them in the Agreement. Except as expressly or by necessary implication modified hereby, the terms and conditions of the Agreement remain in full force and effect, and are hereby ratified and affirmed without limitation or exception.

IN WITNESS WHEREOF, the parties have caused the foregoing ADDENDUM to be executed as of this _____ day of _____, 200_.

EMI Music Publishing

By:_____
Publisher

Wireless Developer Agency

By:_____
Licensee

Ringtone and Mastertone License

THIS AGREEMENT (the "Agreement") is made as of December 20, 2005 ("Effective Date"), by and between Buongiorno USA Inc., 4th Floor Maclee Quarters, 429 Lenox Avenue, Miami Beach, FL 33139 ("Licensee") and EMI Entertainment World, Inc., 810 Seventh Avenue, New York, New York 10019. All capitalized terms in this Agreement are defined in paragraph 1 below, unless otherwise indicated.

WHEREAS, EMI is actively engaged in the business of music publishing and controls the music publishing rights to certain Compositions in certain music publishing catalogs (hereafter individually and collectively referred to as "Publisher", "EMI"); and

WHEREAS, Licensee desires to obtain and Publisher desires to grant a license to arrange and record one or more Approved Composition(s) for the sole purpose of creating EMI Ringtones and Mastertones that may be distributed as EMI Tones whereby an End-user can receive a copy of the EMI Tone into a Wireless Device ("Licensee's Service"), solely in the manner provided herein and in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. Definitions

As used in this Agreement, the following terms will have the meanings set forth below:

(a) "Composition" means a musical composition which is owned and/or controlled in whole or in part by Publisher, and which is made available, in Publisher's discretion and subject to Publisher's written approval, to Licensee subject to the terms and conditions set forth in this Agreement and subject to any restrictions imposed by Publisher or by any Songwriter Agreements; provided that with respect to any Composition which is or may be owned or controlled by Publisher only in part, the term "Composition" shall refer only to that portion of the musical composition owned or controlled by Publisher. "Approved Composition" means a Composition which, pursuant to paragraph 2 below, has been approved by Publisher as an Approved Composition available for use by Licensee in accordance with the terms and conditions of this Agreement.

(b) "Copy," means a digital transmission(s) or electronic distribution(s) of a single Approved Composition contained in an EMI Tone to an End-user.

(c) "Copies Sold" and "sales" mean one hundred (100%) percent of those Copies digitally transmitted or otherwise electronically distributed to End-users (including without limitation to an End-user's Wireless Device).

(d) "Dollars" and "Cents" mean United States Dollars and Cents.

(e) "EMI Ringtone" and "EMI Mastertone" means a Ringtone and Mastertone, respectively, that features the digital transmission of an Approved Composition, the length of which shall not exceed thirty (30) consecutive seconds, solely in connection with Licensee's Service and in accordance with the terms and conditions of this Agreement. For the purpose of this Agreement, EMI Ringtones and EMI Mastertones collectively shall be referred to as "EMI Tones".

(f) "End-user" means a Wireless Device owner, user, or customer who legally procures from Licensee the sale or distribution of an EMI Tone, for that period of time only during which such transmission right has been legally procured.

(g) "Network" means the Approved Website(s) on which EMI Tones will be made available to End-users, as served from and through the Server, via a range of service channels including Internet, cable, satellite, web, WAP, SMS, or cellular transmission. Licensee at all times shall institute security measures with respect to all aspects of its Network(s) that: (i) prevent any EMI Tones or any underlying Approved Composition from being copied, played, distributed, transmitted, performed, used or exploited, in whole or in part, in any format or by any means other than in the format and by the means permitted by Publisher hereunder; (ii) prevent unauthorized reproduction and distribution of all EMI Tones and any underlying Approved Compositions; (iii) are sufficient, as determined by Publisher, to track and enforce the use limitations and other restrictions described in this Agreement; and (iv) meet or exceed current industry standards as they exist from time to time for the licensed delivery of music via digital transmission (including, without limitation, anti-virus, firewall, password, and anti-hacking protections).

(h) "Person" means any individual, corporation, partnership, association or other organized group or combination of any or all of the foregoing, and their legal successors or representatives.

(i) "Ringtone" means any data that resides or is stored in (whether temporarily or permanently), or which is transmitted to, a Wireless Device, which data causes a predetermined melodic sequence of a musical composition to be reproduced, performed, and/or played for purposes of announcing an incoming call on such Wireless Device in an audio format (i.e., not audiovisual). For the avoidance of doubt, "Ringtone" shall not include (and this Agreement shall not be deemed to grant Licensee any rights to use Compositions in or as), inter alia, Ringbacks or Ringback tones, or so-called enhanced ringtones (e.g., Ringtones that include any visual element). For the purpose of this Agreement, Ringtones that: (i) embody a master sound recording of the Composition or (ii) embody vocal and/or human instrumental performances, shall be referred to as "Mastertones".

(j) "Ringbacks" or "Ringback tones" means the distribution or transmission of a musical composition to a Wireless Device or telephone for the purpose of notifying a caller that the call recipient is being alerted to the incoming call. A Ringback may incidentally incorporate non-melodic tones or other sounds in order to indicate to a caller that the call recipient is being contacted (e.g., simulating the sounds of a ringing telephone).

(k) "Server" means Licensee's proprietary Internet server which shall be located within the Territory, on which templates of the EMI Tones licensed hereunder will exclusively reside, and from which the EMI Tones will be digitally transmitted or distributed to End-users through the Network. For purposes of clarification, no EMI Tone shall be offered for sale through an Approved Website and permanently stored in an End-user's Wireless Device without first being transmitted from and through the Server.

(l) "Songwriter Agreement(s)" shall mean those agreements pursuant to which Publisher has acquired rights with respect to any Composition.

(m) "Term" has the meaning set forth in paragraph 5(a) below.

(n) "Territory" has the meaning set forth in paragraph 4 below.

(o) "Website" means a collection of interconnected hypertext markup language documents accessible at a single Universal Resource Locator ("URL") via the World Wide Web, owned and operated by the same Person or at the sole direction of such Person. "Approved Website(s)" means the Website(s) having the URL(s): www.dirtyhippo.com; www.blinko.com; www.ringtonechannel.com; www.artistdirect.com; www.mytonz.com; www.mobilesidewalk.com; www.tone-pass.com; www.suncom.com; www.berggi.com; www.virginmobileusa.com; www.t-mobile.com; www.tutchfor.nl/tones/shop/ustftdobson/wml; and AT&T on M-mode. In the event Licensee desires an additional Website to become an Approved Website, prior to such website's advertising or marketing of any EMI Tone, Licensee shall complete, execute and submit to Publisher two (2) copies of an Addendum in the form set forth in Schedule B, and if Publisher returns to Licensee a counter-executed copy of the Addendum (which Publisher may elect to do in its sole discretion), said Website shall be deemed an Approved Website. Licensee shall reasonably cooperate with respect to Publisher's further inquiries concerning any additional Website(s) proposed by Licensee, including without limitation, the nature of business conducted on said Website(s) and by the Person(s) owning and operating or directing the operation of such Website(s), and the accounting and reporting procedures in place between Licensee and the Person(s) owning and operating or directing the operation of such Website(s).

(p) "Wireless Device" means a mobile telephone or a hybrid handheld wireless device that incorporates the telephony or messaging function of a mobile telephone and that operates on a wireless communications network regulated by the U.S. Federal Communications Commission in accordance with its rules and regulations governing commercial mobile radio services. Wireless Devices do not include, without limitation, toys, or games.

(q) Each other expression used herein, unless herein separately defined, shall have the meaning commonly understood in the music publishing industry.

2. Supply of Compositions

(a) The Compositions listed on Schedule A hereto (hereby incorporated herein by this reference) as of the Effective Date are deemed to be Approved Compositions for purposes of this Agreement. From time to time during the Term, Schedule A may be amended by Publisher in its discretion, in which event Publisher shall provide Licensee with a written copy of such revised Schedule A, and upon Licensee's receipt of such revised Schedule A, the Compositions listed on such revised Schedule A shall be deemed to be Approved Compositions for purposes of this Agreement (and to the extent that any Approved Compositions from an earlier version of Schedule A are not listed on such revised Schedule A, such Compositions shall no longer be deemed to be Approved Compositions for purposes of this Agreement). Publisher will use reasonable efforts to clearly indicate for Licensee any additions, deletions and/or corrections to the list of Compositions set forth in any revised Schedule A that is provided to Licensee.

(b) Following the execution of this Agreement and throughout the Term, Licensee may seek Publisher's approval of Compositions that do not appear on Schedule A for use as Approved Compositions for purposes of the creation and transmission of EMI Tones. In such event, Licensee shall notify Publisher in writing of said requested Compositions. If Publisher agrees to consider the approval of such requested Composition(s), it shall provide written notice thereof to Licensee who shall complete, execute and submit to Publisher two (2) copies of an Addendum in the form set forth in Schedule C, and if Publisher returns to Licensee a counter-executed copy of the Addendum (which Publisher may elect to do in its sole discretion), the Compositions set forth in such Addendum shall be deemed Approved Compositions for purposes of this Agreement and the then-current version of Schedule A shall be deemed amended to include such Approved Compositions.

(c) Publisher reserves the right, in its sole discretion, to refuse to approve any Composition(s) for use as Approved Composition(s). For purposes of example, but without limitation, except as otherwise expressly provided by Publisher, as of the Effective Date and throughout the Term, Compositions written in whole or in part by Tracy Chapman, John Lennon, Jeff Lynne, James Taylor, and Stevie Wonder, and the members of the recording artists known as Aerosmith, Foo Fighters, Nirvana, Red Hot Chili Peppers, Tool, the Mars Volta, A Perfect Circle and Savage Garden, and the Composition "You've Got A Friend" (King) are not, and shall not become, Approved Compositions.

(d) Notwithstanding anything to the contrary contained in this Agreement, Licensee shall remove any EMI Tone(s) from the Network(s) within seven (7) business days after Licensee's receipt of notice from Publisher requesting such removal, and as of the end of such seven (7) business day period, and thereafter throughout the Term, Licensee shall not sell, transmit, or otherwise use or exploit such EMI Tone(s), and shall not permit third parties to do any of the foregoing, for any purpose without Publisher's prior written consent.

3. Grant of Rights

(a) License Grant to Licensee. Subject to the terms and conditions of this Agreement and provided that Licensee has fully complied with such terms and conditions, Publisher hereby grants to Licensee the following non-exclusive, non-transferable limited rights solely during the Term and solely in the Territory:

(i) Arrangement and Recording. To arrange and record, at Licensee's sole expense, one (1) excerpt of each Approved Composition, comprising up to thirty (30) consecutive seconds of such Approved Composition, for use solely in connection with the creation of an EMI Tone based on such excerpt; provided that (A) each EMI Tone shall only contain elements of one (1) Approved Composition (for purposes of example only, an EMI Tone may not include portions of two (2) or more separate Approved Compositions or portions of an Approved Composition together with portions of any other musical composition); (B) the Approved Composition excerpt used to create an EMI Tone shall be a single, continuous excerpt (for purposes of example only, such excerpt may not comprise the first ten (10) seconds and the last twenty (20) seconds of such Approved Composition); (C) no arrangement created in accordance with this paragraph 3(a)(i) shall change the basic melody or fundamental character of an Approved Composition (other than as necessarily resulting from limiting the excerpt of such Approved Composition to thirty (30) consecutive seconds); and (D) all arrangements created in accordance with this paragraph 3(a)(i) shall be subject to the provisions of paragraph 11 below;

(ii) Creation of Single Template or Server Copy. To create a template or server copy of each EMI Tone, which shall be "uploaded" to and reside on the Server for the sole and exclusive purpose of transmitting or distributing EMI Tones to End-users in accordance with the terms and conditions herein;

(iii) Sell Copies To End-Users. To sell Copies of the EMI Tones, on and through the Network, so that an End-user can purchase a Copy of the EMI Tone such that the EMI Tone may be embedded in his or her Wireless Device (it being understood that temporary, transient, non-permanent copies of the EMI Tones incidental to said transmission may be created on the Network, provided (A) no permanent copies of the EMI Tones are stored or cached on the Network except on the Server or on an End-user's Wireless Device and (B) if a security breach in the Network arises, Licensee shall immediately comply with any Publisher request to block access or remove from the Server any EMI Tone so affected);

(iv) Streaming for Promotional Purposes. For each EMI Tone, and subject to Licensee securing all necessary public performance licenses (as described in paragraph 8 below), to "stream" up to thirty (30) consecutive seconds of such EMI Tone to prospective End-users in the form of a digital audio transmission for the sole purpose of previewing or demonstrating such EMI Tone to facilitate its purchase, sale, or licensing through the Network in accordance with this Agreement; provided that Licensee shall not sell, lease, transmit, offer, or otherwise provide any EMI Tone streamed in accordance with this paragraph 3(a)(iv) (including any Approved Composition incorporated therein) as a downloadable file or in any form that would allow any Person to create, store, or retain a copy of all or part thereof.

(b) Restrictions. Notwithstanding any other provision of this Agreement:

(i) This Agreement does not authorize or permit any use or other exploitation of any Composition by Licensee or any third party, except as expressly authorized herein. If any such use or other exploitation is made or permitted by Licensee, this Agreement shall immediately terminate, and all rights and licenses granted to Licensee hereunder shall automatically terminate.

(ii) No license or other rights are granted herein to Licensee or any third party to use any current or future trademarks, service marks, design marks or trade names of or associated with Publisher (such marks and names, collectively, the "EMI Marks"), for any purpose. Licensee may only use the EMI Marks with the prior written approval of Publisher.

(c) With respect to any Approved Composition of which less than one hundred percent (100%) is controlled by Publisher, prior to exercising any of the rights or licenses granted herein in such Approved Composition or any EMI Tone incorporating such Approved Composition, Licensee shall secure all rights and licenses from all applicable co-publisher(s) necessary to exercise, without violating the intellectual property rights or other rights of such co-publisher(s) or any third party, the rights and licenses granted herein.

(d) Nothing contained herein shall grant Licensee the right to use any particular recording of an Approved Composition.

(e) Without limiting any other provision of this Agreement, with respect to any third party rights that are necessary to be obtained by Licensee in connection with any EMI Tone or any recording or performance incorporated into or used to arrange any EMI Tone, Licensee shall be responsible for obtaining such rights at its sole expense.

4. Territory

The "Territory" covered during the Term shall be the United States, its territories and possessions (including Puerto Rico).

5. Term

(a) The "Term" of this Agreement is one (1) year, commencing December 20, 2005, and terminating December 19, 2006.

(b) Notwithstanding the foregoing, EMI may terminate the entire grant of rights contained in this Agreement and/or the grant of rights with respect to a particular Approved Website, at any time for any reason upon thirty (30) days prior written notice to Licensee. Promptly thereafter, Licensee shall furnish Publisher with a written confirmation that it has performed any/all takedowns of EMI Tones from the Server necessary to comply with the applicable termination of rights by Publisher.

6. Advance / Royalties

(a) As used herein, "Publisher's Prorata Share" shall mean that proportion of Publisher's ownership of the applicable Composition, as set forth on the applicable Schedule C Addendum.

(b) In consideration of the rights granted hereunder, upon execution of this Agreement Licensee shall pay to Publisher the sum of Five Thousand Dollars ($5,000.00), as a non-returnable advance, recoupable solely from royalties otherwise payable for each Copy Sold as of the commencement hereof pursuant to this paragraph 6 ("Advance"), payable by method of telegraphic bank wire transfer as follows: JP Morgan Chase Bank, 1 Chase Manhattan Plaza, New York, NY 10081, ABA# 021000021, SWIFT CODE: CHASUS33, EMI Music Publishing: Account # 323-662560.

(c) (i) Pursuant to the terms and conditions of paragraph 7 below, Licensee shall pay Publisher for each Copy Sold a royalty equal to Publisher's Prorata Share of:

(A) Ten (10%) percent of the retail selling price of each Copy Sold, with a minimum royalty for each Copy Sold of Twelve ($0.12) Cents with respect to EMI Ringtones (that is not an EMI Mastertone); and

(B) Twelve (12%) percent of the retail selling price of each Copy Sold, with a minimum royalty for each Copy Sold of Fifteen ($0.15) Cents with respect to EMI Mastertones.

(ii) In the event a recurring fee is charged an End-user to retain a Copy, said charge shall be deemed a royalty-bearing event. For clarity, Licensee shall pay Publisher the applicable royalty pertaining to any Copy each time a recurring payment is made to retain said Copy (or to access said EMI Tone embodied therein) on an End-user's Wireless Device. For purposes of calculating the royalty payable, if applicable, the recurring fee shall be deemed to be the original retail selling price and each time the Copy is thereby retained shall be considered a new "Copy Sold" and a royalty shall thereby be payable.

(iii) In the event a Copy is made to time-out on a Wireless Device and one is made to re-download or otherwise re-acquire said EMI Tone for reasons other than technical failure, said event shall be deemed a royalty-bearing event. For clarity, and notwithstanding the previous sentence, Licensee shall pay Publisher the applicable royalty pertaining to each Copy Sold, irrespective of whether the recipient had previously acquired the same EMI Tone embodied in such Copy Sold.

(iv) In the event a Copy is offered in a form other than individually (e.g., said EMI Tone is made available as part of a bundle or package of wireless content applications, the royalty due in connection with such Copy shall be Publisher's Pro Rata Share of the greater of: (A) Ten (10%) percent of a fraction whose numerator equals the bundle's sale price and whose denominator equals the number of royalty-bearing content applications, or (B) the minimum royalty for each Copy Sold set forth paragraph 6(c)(i) above. By way of example, if Licensee charges $10 for a bundle of eight (8) royalty-bearing content applications (one of which is a Copy), then the royalty applicable to said Copy shall be Publisher's Prorata Share of $0.125, i.e., 10% of ($10) 8).

(v) In the event a recurring transmission fee, in addition to the original EMI Tone purchase fee, is charged to an End-user each time an End-user hears the EMI Tone (e.g., a Ten Cent ($0.10) recurring transmission fee is charged to an End-user each time he or she hears an EMI Tone), Licensee shall pay Publisher for each such Copy Publisher's Prorata Share of Ten percent (10%) of such transmission fee, in addition to the Royalty otherwise set forth in this paragraph 6.

(d) In the event an Approved Composition is controlled less than one hundred (100%) percent by Publisher or if the Songwriter Agreements require direct payments to certain third parties, upon Publisher's request, Licensee shall make direct payments to such applicable co-publishers or other third parties.

(e) In the event Licensee agrees to (or has agreed to) pay to a co-publisher of an Approved Composition, a publisher of any musical composition or a licensor of any sound recording embodying an Approved Composition used in any Ringtone or Mastertone, compensation or consideration in excess of the compensation or consideration to be paid to Publisher hereunder (collectively, "Excess Compensation"), then effective as of the date of such agreement, Licensee shall immediately pay to Publisher an amount equal to such Excess Compensation and this Agreement shall be deemed amended effective as of the date of such agreement to include such more favorable compensation provision. In the event the Approved Composition is not entirely controlled by Publisher, the Excess Compensation shall be based upon and shall reflect Publisher's Pro Rata Share. Upon request, Licensee shall supply to Publisher copies of all agreements between Licensee and third party licensors by which rights are granted for the use of any sound recording or musical compositions (including Approved Compositions) in Ringtones and/or in Mastertones.

7. Accounting

(a) Together with the payment of all applicable sums due Publisher pursuant to paragraph 6 above, Licensee shall render Publisher accounting statements on a quarterly basis, (which shall be provided electronically, along with a hard paper copy), indicating, on a EMI Tone-by-EMI Tone (including the title, writers' name(s), and applicable Publisher-supplied EMI song code for each Approved Composition), and Approved Website-by-Approved Website basis, the number of Copies Sold or otherwise distributed and/or digitally delivered in the Territory, within forty-five (45) days following the last day of each calendar quarter during which such rights are granted herein, whether or not Licensee sold or otherwise distributed Copies within such quarterly period. In addition, the accounting statement shall indicate, with respect to each Copy Sold, the retail selling price therefor, whether said Copy Sold was the result of a first-time transmission or a repeat transmission/recurring charge, and any other information necessary to determine how the applicable royalty for each Copy Sold was calculated.

(b) In addition to providing quarterly accounting statements, Licensee shall, as of the Effective Date, provide Publisher, upon request, with online, real-time access to the Server in order to permit the accurate identification, tracking and verification of copies of all EMI Tones, and any other data item to be enumerated on accounting statements pursuant to subparagraph (a) above.

(c) Licensee agrees to keep and maintain true and accurate records and books of account in connection with the sale of Copies and all transactions related thereto or otherwise contemplated under this Agreement, and shall retain all such records and books for a period of not less than four (4) years following the termination of this Agreement. Publisher, by its designated representative, shall have the right, upon reasonable written notice, and during normal office hours, to examine the books and records of Licensee, at Licensee's regular place of business where the books and records are maintained, as the same pertain to the subject matter of this Agreement and to make copies and extracts thereof. Licensee shall cooperate with Publisher's representative to assist them in understanding all such material. If, as a result of any audit, it is determined that Licensee has understated the royalties due to Publisher, Licensee shall immediately pay to Publisher the amount of such underpayment. If, as a result of any audit, it is determined that Licensee has understated the royalties due to Publisher by ten (10%) percent or more, Licensee shall pay to Publisher the amount by which royalties have been understated and shall reimburse Publisher for the cost of the audit.

(d) All checks shall be in United States Dollars, shall be made payable to EMI Music Publishing and unless Publisher notifies otherwise, shall be sent to the address indicated in paragraph 15 below. All accountings and payments must be received by Publisher on the date such payment and statement are due, according to the terms of this Agreement, time being of the essence hereof. No payments shall be diminished or reduced in any manner for any reason, including without limitation, any withholdings, currency restrictions, exchanges or taxes. Upon written request, Publisher shall provide Licensee with a current W-9 form for each music publishing catalog receiving payment.

(e) It is understood and agreed that there shall be no "free" or "bonus goods" of the EMI Tones, as such term is understood in the industry, i.e., all Copies Sold, distributed, transmitted, or delivered, regardless of price, shall bear a full royalty hereunder.

(f) Without limiting Publisher's rights and remedies hereunder, at law or in equity: (i) past-due payments are subject to and to be accompanied by payment of interest thereon at the prime rate as established on the due date by The Bank of New York plus two (2%) percent compounded daily and computed from the date(s) upon which each such payment(s) first became due until the date(s) upon which each such payment(s) is remitted to Publisher; and (ii) Licensee shall reimburse Publisher, within five (5) days from receipt of its invoice, for Publisher's reasonable attorney's fees and costs arising out of the occurrence of any Default Event (as defined in paragraph 14), including; without limitation, any failure by Licensee timely to render statements and account to Publisher with respect to royalties which accrue to Publisher in connection with Licensee's exploitation of its rights pursuant to the applicable provisions hereof.

8. No Performance Right Grant

(a) No right of public performance is granted under this Agreement, such right being licensed by the American Society of Composers, Authors and Publishers ("ASCAP"), Broadcast Music Inc. ("BMI"), and the Society of European Stage Authors and Composers ("SESAC") in and for the United States, and the Society of Composers, Authors and Music Publishers, as applicable.

(b) Any public performance of an Approved Composition as embodied in an EMI Tone, including without limitation pursuant to paragraph 3(a)(iv) above, not otherwise licensed by ASCAP and/or BMI, as applicable, shall be licensed by Licensee from Publisher or from Publisher's authorized agent. If said license is to be secured from Publisher, Publisher agrees to negotiate in good faith and the issuance of such license shall be in accordance with the customary industry practices and fees.

9. Restrictions and Reservations of Rights

(a) This Agreement does not authorize or permit any use of a Composition not expressly set forth herein and does not include the right to alter the fundamental character of the music of an Composition, and, specifically, the terms of this Agreement are limited to the use of each Approved Composition only as originally fixed in the EMI Tone. Publisher reserves all rights not expressly granted to Licensee hereunder. All rights granted hereunder are granted on a non-exclusive basis.

(b) No Composition may be used in a dramatic fashion, as such term is understood in the industry, or in any manner which could be considered in bad taste or offensive; i.e. each Approved Composition shall be used with regard to social convention and decency so as not to bring such Composition, the composers thereof, or Publisher into public disrepute or reflect adversely on the Composition, the composers thereof, or Publisher. No individual Composition may be used in connection with any product, any service, or in the branding, marketing, advertising or promotion of any product, service or event.

(c) Without limiting the force and effect of the foregoing, and without intending to provide an exhaustive list of prohibitive acts, this Agreement does not include the rights to: (i) rent or lease an EMI Tone; (ii) sell or otherwise distribute EMI Tones except for the personal use of individual Wireless Device owners; (iii) parody the music or lyrics of an Approved Composition; (iv) make, sell or distribute phonorecords of an Approved Composition; (v) utilize a sound recording and/or audiovisual master(s) not owned or separately licensed by Licensee; (vi) synchronize (or authorize others to synchronize) any Approved Compositions with visual images or events or include any Approved Composition in any audio-visual work, including without limitation in commercials or games; (vii) use the title of an Approved Composition except for factual and/or descriptive purposes for identifying the EMI Tones available to for purchase; (viii) use any Composition that is not an Approved Composition in any way; or (ix) use an Approved Composition on any broadcast/cablecast or on-line services (whether viewable in real time or downloadable) not specifically enumerated in this Agreement, or on any interactive program, platform, media or storage device, or any promotional use not specifically enumerated herein. Any occurrence of the above-noted items by Licensee or authorized by Licensee shall render all aspects of the Agreement immediately null and void and this Agreement shall terminate.

(d) Except for listing on the Network the composers' names for factual and/or descriptive purposes for identifying the EMI Tones available for purchase, no right whatsoever is being granted hereunder to use or authorize other Persons to use the names (including any professional names, previously, now or hereafter used), facsimile signatures, voices, likenesses or biographical material of, concerning, or regarding any of the composers of a Composition for any purpose whatsoever, including, without limitation, for purposes of exploitation of an EMI Tone on the Network. In no event shall a name of a composer of a Composition be featured more or less prominently than any other composer's name.

10. Warranties and Representations/Indemnity

(a) Publisher warrants only that it has the legal right, power and authority to grant this license and this license is given and accepted without any other warranty or recourse. Publisher hereby agrees to indemnify and hold harmless Licensee and its respective officers, directors, agents, and employees (hereinafter, the "Indemnitees") from and against any and all liabilities, damages, costs, charges, recoveries, judgments, penalties, expenses or losses of whatsoever kind or nature, actually incurred by the Indemnitees (including reasonable attorneys' fees and disbursements) which may be obtained against, imposed upon or suffered by the Indemnitees or any of them, by reason of any breach by Publisher of any of its warranties or representations hereunder. In no event shall the total liability of Publisher in connection with the rights granted for each Approved Composition licensed hereunder exceed the consideration received by Publisher in connection with the licensing of said Approved Composition. Licensee will give Publisher prompt notice of any claim and Publisher will have the right to assume the defense thereof at Publisher's expense.

(b) Licensee represents and warrants that:

(i) there are no actions, suits, proceedings, agreements or other impediments, actual or threatened, which would prevent or impair it from performing its duties and obligations hereunder; and

(ii) it is fully empowered to enter into this Agreement and to perform its duties and obligations hereunder, that it is and shall at all times remain possessed of all rights necessary for it to completely fulfill all of its material obligations hereunder, and that its entering into this Agreement and fulfilling such obligations (including but not limited to maintenance of the Network) does not and shall not infringe upon the rights of any Person whatsoever.

(c) Licensee further represents and warrants that it shall obtain or secure (and maintain during the Term) all necessary and required licenses concerning:

(i) intellectual properties furnished or selected by Licensee and contained in any materials used in connection with the marketing, sale or distribution of Ringtones as authorized hereunder, including without limitation name and likeness rights, and that said materials shall not violate or infringe upon the rights of any third party, including without limitation intellectual property rights and/or rights of privacy and publicity; and

(ii) intellectual properties furnished or selected by Licensee and contained in an EMI Tone not licensed hereunder including that portion of the music publishing rights in and to each Approved Composition not controlled by Publisher; and that said materials shall not violate or infringe upon the rights of any third party, including without limitation intellectual property rights and/or rights of privacy and publicity.

(d) Licensee agrees to fully indemnify Publisher and hold Publisher (and its officers, directors, and employees) harmless of and from any and all liabilities, claims, causes of actions, damages, interest, charges, recoveries, judgments, penalties, expenses or losses of whatsoever kind of nature, (including without limitation, legal expenses and counsel fees and disbursements) of any kind whatsoever which may be occasioned, suffered or incurred by Publisher, either directly or indirectly, in whole or in part, resulting from or in connection with any breach or threatened breach by Licensee of any of the terms, covenants, representations and warranties contained herein, and/or any claim by any Person inconsistent with any of the representations, warranties and covenants hereunder. In addition, Licensee will reimburse Publisher on demand for any payment made at any time after the date hereof for any liability or claim to which this clause relates that has resulted in a judgment against Publisher or which has been settled with the written consent of Licensee (which consent shall not unreasonably be withheld). Publisher will give Licensee prompt notice of any claim and Licensee will have the right to assume the defense thereof at Licensee's expense.

11. Arrangements/Copies

Any arrangement(s) which Licensee shall cause to be made of an Approved Composition in the creation of an EMI Tone shall be made at Licensee's own expense and shall be created only as the result of employment-for-hire and such arrangement shall be "Work Made For Hire" for Publisher, as such term is used in the United States Copyright Law. Licensee hereby sells, assigns and transfers any such arrangement(s) and all right title and interest in and to each such arrangement to Publisher and the worldwide copyright and renewals and extensions of copyright therein. Licensee warrants and represents that all Persons rendering services in connection with the creation of EMI Tones shall have executed, prior to the commencement of creation of any EMI Tone to which such Persons have contributed, written agreement(s), in full compliance with the laws of the United States and other countries, stating that those EMI Tones and any arrangements on which such EMI Tones are based, are considered a work made for hire for Publisher and irrevocably assigning all such Person's rights throughout the Territory in perpetuity, including without limitation copyrights, in those EMI Tones and other materials to Publisher. Upon Publisher's request, Licensee will cause to be executed and delivered to Publisher all assignments and transfers of ownership of copyright (including without limitation all copyright registrations and applications, and all renewals and extensions thereof) in the EMI Tones and any arrangements on which such EMI Tones are based, and any other documents as Publisher may deem necessary or appropriate to vest in Publisher the rights granted to Publisher in this Agreement. Neither Licensee nor any arranger shall be entitled to authorship credit or status as a collaborator or any remuneration by way of royalty or otherwise from the authors of such Approved Composition or from Publisher or any of Publisher's designated agents. No arrangement shall change the basic melody of any Approved Composition.

(b) Licensee shall enable Publisher freely and without charge or expense to receive EMI Tones to ensure Licensee's adherence with and to the terms and conditions of this Agreement. Any such receipt by Publisher will not constitute a Copy and will not be deemed a royalty-bearing event.

12. Ownership

Except as expressly permitted in this Agreement, Licensee shall not at any time, directly or indirectly, license, transfer, assign, sell or otherwise dispose of, pledge, mortgage or in any way encumber any Composition or any interest of any kind therein, and/or any right or license granted hereunder and any such purported license, transfer, assignment, sale, disposal, pledge, mortgage or encumbrance shall be void and of no effect.

13. No Partnership

Nothing herein contained shall create any association, partnership, joint venture or relationship of principal and agent between the parties hereto; it being understood that the parties hereto are, with respect to each other, independent contractors, and neither party shall have any authority to bind the other or the other's representatives in any way and shall not hold itself out to any Person as having authority.

14. Event of Default/Cure

(a) As used herein, the term "Event of Default" shall mean any of the following events: (i) Licensee's failure or inability to fulfill any of its material obligations hereunder for any reason; (ii) Licensee's dissolution or the liquidation of any substantial portion of its assets; (iii) the filing by or against Licensee of a petition for liquidation or reorganization or the commencement of an action against it under any applicable bankruptcy or insolvency legislation as now or hereafter in effect or under any similar statute relating to liquidation or reorganization or Licensee's consenting to any of the foregoing; (iv) the appointment of a trustee, receiver, custodian or similar appointee for Licensee for any of its property or Licensee consenting to any such appointment; (v) Licensee's making of an assignment for the benefit of creditors; (vi) Licensee becoming insolvent; (vii) Licensee's failure to pay, or admission in writing of its inability to pay, its debts as they come due; (viii) Licensee's receipt of a "going concern" notification or similar qualification; (ix) a reduction of ten percent (10%) or more in Licensee's workforce; (x) Licensee's report of a quarterly loss for four (4) consecutive quarters; or (xi) any action by Licensee which jeopardizes any material right or remedy of Publisher hereunder. In the event that any of the matters described in this paragraph 14(a) occurs, Licensee shall provide prompt written notice thereof to Publisher.

(b) Without limiting or affecting the rights or remedies which Publisher may have under this Agreement or at law or equity, with respect to Licensee's obligations under this Agreement, it is agreed that if an Event of Default occurs or in the event of a breach on the part of Licensee, Publisher may notify Licensee in writing of such default or breach and Licensee shall have ten (10) business days from receipt of such notice in which to cure such Event of Default or breach. If such breach or Event of Default is not curable or is not cured within said ten (10) business day period, this Agreement shall automatically terminate and Licensee shall be deemed to have automatically and irrevocably assigned and transferred to Publisher, without further consideration, all right, title and interest in and to all EMI Tones (including the master recordings created by Licensee not otherwise owned by co-publishers or record companies), to the extent that such rights and interests have not already been assigned to or vested in Publisher; provided, however, that with respect to any breach or default concerning the payment of any monies whatsoever, this Agreement shall automatically terminate and the aforesaid assignment and vesting shall occur if such particular breach is not remedied within five (5) business days from the date of the notice. Publisher, in the event of any automatic termination under this paragraph and without prejudice to any other rights and remedies, shall have rights and remedies for copyright infringement, including injunctive relief.

(c) The termination of this Agreement pursuant to this paragraph shall render the further exploitation of an EMI Tone actionable as an act of copyright infringement fully subject to the remedies provided by the Copyright Act, Title 17, of the United States Code, together with other legal and equitable remedies available to Publisher.

15. Notices

Any and all notices, consents, approvals, demands, other communications and payments hereunder shall be hand delivered or sent by certified mail, return receipt requested, at the address below (or at such other address hereafter designated by either party in writing) as follows:

To Publisher: EMI Entertainment World, Inc.
810 Seventh Avenue
New York, New York 10019
Attention: Accounts Payable (payments only) [or]
Attention: Music Services Licensing (all other communications)

To Licensee: As set forth in the heading of this Agreement.

Any notice shall be deemed complete when the same (containing whatever information may be required hereunder) is deposited in any mail box properly addressed and sent as aforesaid, except that: (a) all materials personally delivered shall be deemed served when actually received by the party to whom addressed; (b) air express materials shall be deemed served on the day of delivery to the air express company; (c) notices of change of address shall be effective only from the date of receipt; and (d) royalty statements may be sent by regular mail and shall be deemed rendered when actually received by Publisher.

16. Governing Law

This Agreement has been entered into and delivered in the State of New York and the validity, interpretation and legal effect of this Agreement shall be governed by and construed in accordance with the internal laws of the State of New York applicable to contracts entered into and performed entirely within the State of New York. Only the New York courts (state and federal) will have jurisdiction over any controversies regarding this Agreement, and the transactions contemplated by this Agreement; any action or other proceeding which involves such a controversy will be brought in those courts, in New York County, and not elsewhere. Licensee hereby irrevocably submits to the jurisdiction of the New York courts (state and federal) in any such action or proceeding and irrevocably waives any right to contest the jurisdiction (in rem or in personam) or power or decision of that court within or without the United States other than appropriate appellate courts having jurisdiction over appeals from such court(s). Licensee also irrevocably waives any defense of inconvenient forum to the maintenance of any such action or proceeding. Any process in any action or proceeding may, among other methods, be served upon Licensee by delivering or mailing it in accordance with paragraph. Any such delivery or mail service shall be deemed to have the same force and effect as personal service within the State of New York.

17. Assignment; Change of Control

This Agreement, and the rights, opportunities and obligations created pursuant to this Agreement, are not assignable or transferable in any manner by Licensee, nor shall Licensee sublicense or delegate any of its rights or obligations without the prior written consent of Publisher, not to be unreasonably withheld. EMI may assign this Agreement and any of its rights hereunder in whole or in part to any Person which controls, which is controlled by, or which is under common control with, EMI and/or each such Publisher or which is in partnership with EMI and/or each such Publisher; and/or to any parent, affiliated or subsidiary company or corporation, or to a Person owning, or acquiring, all or a substantial part of EMI and/or each such Publisher's stock and/or assets or with whom EMI and/or each such Publisher may merge or be merged, in which case Licensee shall not be released from its obligations hereunder.

18. Confidentiality; Publicity

Licensee and EMI agree that all information with respect to this Agreement, whether furnished by EMI to Licensee or otherwise acquired by Licensee in the course of business with EMI, shall be kept confidential. Such information shall not be disclosed at any time to any Person except to the extent required by an order of a court or other tribunal having jurisdiction or pursuant to rules and regulations of a governmental body. Notwithstanding the foregoing, the parties acknowledge and agree that in certain situations, such as where copublishers of an Approved Composition, publishers of other compositions and/or master owners require a favored nations provision, the information contained in this Agreement may have to be divulged with respect to monies payable and rights granted. Licensee and EMI may not use the other party's name in news releases, articles, brochures and marketing and/or promotional materials, without the other party's prior written approval.

19. Entire Agreement

(a) This Agreement sets forth the entire understanding between the parties hereto with respect to the subject matter hereof, and merges and extinguishes all prior understandings, negotiations, and agreements. No amendment to or modification, waiver, termination, or discharge of this Agreement or of any provision hereof shall be binding unless confirmed by a written instrument duly executed by the party to be charged therewith. Any process in any action, suit, or proceeding arising out of or relating to this Agreement may, among other methods, be served upon the applicable party by delivering it or mailing it in accordance with paragraph 15 above. No waiver of any provision of or default under this Agreement shall affect the right of either party thereafter to enforce such provision or to exercise any right or remedy in the event of any other default, whether or not similar.

(b) If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not essential to the intended operation of this Agreement.

20. Miscellaneous

This Agreement shall apply for the Term hereof only, and shall not be binding upon or prejudicial to any position taken by Publisher or Licensee for any period subsequent to the Term of this Agreement. The captions of paragraphs contained in this Agreement are for reference only and are not to be construed in any way as a part of the Agreement. This Agreement shall not become effective until executed by all proposed parties hereto.

IN WITNESS WHEREOF, the parties have caused the foregoing to be executed as of the date first above written.

EMI Entertainment World, Inc.

By: _____
Publisher

Buongiorno USA Inc.

By: _____
Licensee

SCHEDULE A

(List of Approved Compositions)

SCHEDULE B
(pursuant to paragraph 1(o))

ADDENDUM OF RIGHTS

ADDENDUM to the Agreement dated as of December 20, 2005, by and between EMI Entertainment World, Inc. and Buongiorno USA Inc. (the "Agreement"). Upon the full execution of this Addendum by the parties hereto, the following additional Website(s) is/are deemed Approved Website(s), and thus part of the Network, effective as of the date set forth below:

1. The URL(s) of the Website(s) proposed for approval pursuant to this Addendum, and the date on which EMI Tones first shall be marketed thereon, is/are:

http://www._____.com Date: _____

2. All terms not defined herein shall have the same meaning given them in the Agreement. Except as expressly or by necessary implication modified hereby, the terms and conditions of the Agreement remain in full force and effect, and are hereby ratified and affirmed without limitation or exception.

IN WITNESS WHEREOF, the parties have caused the foregoing ADDENDUM to be executed as of this _____ day of _____, 200_.

EMI Entertainment World, Inc.

By:_____
Publisher

Buongiorno USA Inc.

By:_____
Licensee

SCHEDULE C
(pursuant to paragraph 2(b))

ADDENDUM OF RIGHTS

ADDENDUM to the Agreement dated as of December 20, 2005 set forth above by and between EMI Entertainment World, Inc. and Buongiorno USA Inc. (the "Agreement"). Upon the full execution of this Addendum by the parties hereto, the following listed Composition(s) are deemed Approved Composition(s) under the Agreement, effective as of the date set forth below:

1. The Composition(s) subject to this Addendum is/are:

["TITLE"] composed by ["WRITER(S)" (%)].

2. The Territory shall be as per the Agreement, [excluding, in the case of the Composition entitled _____, the country(ies) of _____.]

3. All terms not defined herein shall have the same meaning given them in the Agreement. Except as expressly or by necessary implication modified hereby, the terms and conditions of the Agreement remain in full force and effect, and are hereby ratified and affirmed without limitation or exception.

IN WITNESS WHEREOF, the parties have caused the foregoing ADDENDUM to be executed as of this _____ day of _____, 200_.

EMI Entertainment World, Inc.

By:_____
Publisher

Buongiorno USA Inc.

By:_____
Licensee

Addendum to Licensing Agreement

Effective March 21, 2006, EMI Entertainment World, Inc.("Licensor") hereby agrees to allow Advanced Telecom Services ("Licensee") to assign the attached licensing agreement dated February 1, 2002 by and between EMI Entertainment World, Inc. and Advanced Telecom Services, Inc. (the "Agreement"), and all rights and obligations pertaining thereto, to Advanced Internet, Inc., ("AI"), a wholly-owned subsidiary of Advanced Telecom Services, Inc..

Secondary liability will be assumed by Advanced Telecom Services, Inc. However, in the event of a merger, consolidation, or sale of more than fifty percent (50%) of AI's assets or outstanding stock, Advanced Telecom Services, Inc. will no longer be secondarily liable and AI guarantees that the assignee will be primarily liable for all obligations under the Agreement.

EMI Entertainment World, Inc.

By: _____
Publisher

ADVANCED TELECOM SERVICES

By: _____
Licensee

Ringtone and Mastertone License

THIS AGREEMENT (the "Agreement") is made as of April 1, 2006 ("Effective Date"), by and between Cellpoint Connect, 3100 S. Dixie Highway, Miami, FL 33133 ("Licensee"), and EMI Entertainment World, Inc., 810 Seventh Avenue, New York, New York 10019. All capitalized terms in this Agreement are defined in paragraph 1 below, unless otherwise indicated.

WHEREAS, EMI Entertainment World, Inc. owns or controls the music publishing rights in certain compositions in certain music publishing catalogs, as further specified on Schedule A, attached hereto ("Publisher"); and

WHEREAS, Licensee desires to obtain and Publisher desires to grant a license to arrange and record one or more Approved Composition(s) for the sole purpose of creating EMI Ringtones and EMI Mastertones that may be distributed as EMI Tones whereby an End-user can receive a copy of the EMI Tone into a Wireless Device ("Licensee's Service"), solely in the manner provided herein and in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. Definitions.

As used in this Agreement, the following terms will have the meanings set forth below:

(a) "Composition" means a musical composition which is owned and/or controlled in whole or in part by Publisher, and which is made available, in Publisher's discretion and subject to Publisher's written approval, to Licensee subject to the terms and conditions set forth in this Agreement and subject to any restrictions imposed by Publisher or by any Songwriter Agreements; provided that with respect to any Composition which is or may be owned or controlled by Publisher only in part, the term "Composition" shall refer only to that portion of the musical composition owned or controlled by Publisher. "Approved Composition" means a Composition which, pursuant to paragraph 2 below, has been approved by Publisher as an Approved Composition available for use by Licensee in accordance with the terms and conditions of this Agreement.

(b) "Copy," means a digital transmission or electronic distribution of a single Approved Composition contained in an EMI Tone to an End-user.

(c) "Copies Sold" and "sales" mean one hundred (100%) percent of those Copies digitally transmitted or otherwise electronically distributed to End-users (including without limitation to an End-user's Wireless Device).

(d) "Dollars" and "Cents" mean United States Dollars and Cents.

(e) "EMI Ringtone" and "EMI Mastertone" means a Ringtone and Mastertone, respectively, that features the digital transmission of an Approved Composition, the length of which shall not exceed thirty (30) consecutive seconds, solely in connection with Licensee's Service and in accordance with the terms and conditions of this Agreement. For the purpose of this Agreement, EMI Ringtones and EMI Mastertones collectively shall be referred to as "EMI Tones".

(f) "End-user" means a Wireless Device owner, user, or customer who legally procures from Licensee the sale or distribution of an EMI Tone, for that period of time only during which such transmission right has been legally procured.

(g) "Network" means the Website and Approved Website(s) on which EMI Tones will be made available to End-users, as served from and through the Server, via a range of service channels including Internet, cable, satellite, web, WAP, SMS, or cellular transmission. Licensee at all times shall

institute security measures with respect to all aspects of its Network(s) that: (i) prevent any EMI Tones or any underlying Approved Composition from being copied, played, distributed, transmitted, performed, used or exploited, in whole or in part, in any format or by any means other than in the format and by the means permitted by Publisher hereunder; (ii) prevent unauthorized reproduction and distribution of all EMI Tones and any underlying Approved Compositions; (iii) are sufficient, as determined by Publisher, to track and enforce the use limitations and other restrictions described in this Agreement; and (iv) meet or exceed current industry standards as they exist from time to time for the licensed delivery of music via digital transmission (including, without limitation, anti-virus, firewall, password, and anti-hacking protections).

(h) "Person" means any individual, corporation, partnership, association or other organized group or combination of any or all of the foregoing, and their legal successors or representatives.

(i) "Ringtone" means any data that resides or is stored in (whether temporarily or permanently), or which is transmitted to, a Wireless Device, which data causes a predetermined melodic sequence of a musical composition to be reproduced, performed, and/or played for purposes of announcing an incoming call on such Wireless Device in an audio format (i.e., not audiovisual). For the avoidance of doubt, "Ringtone" shall not include (and this Agreement shall not be deemed to grant Licensee any rights to use Compositions in or as), inter alia, Ringbacks or Ringback tones, or so-called enhanced ringtones (e.g., Ringtones that include any visual element). For the purpose of this Agreement, Ringtones that: (i) embody a master sound recording of the Composition or (ii) embody vocal and/or human instrumental performances, shall be referred to as "Mastertones".

(j) "Ringbacks" or "Ringback tones" means the distribution or transmission of a musical composition to a Wireless Device or telephone for the purpose of notifying a caller that the call recipient is being alerted to the incoming call. A Ringback may incidentally incorporate non-melodic tones or other sounds in order to indicate to a caller that the call recipient is being contacted (e.g., simulating the sounds of a ringing telephone).

(k) "Server" means Licensee's proprietary Internet server which shall be located within the Territory, on which templates of the EMI Tones licensed hereunder will exclusively reside, and from which the EMI Tones will be digitally transmitted or distributed to End-users through the Network. For purposes of clarification, no EMI Tone shall be offered for sale through an Approved Website and permanently stored in an End-user's Wireless Device without first being transmitted from and through the Server.

(l) "Service Provider" means a Person operating a wireless communications network regulated by the U.S. Federal Communications Commission in accordance with its rules and regulations governing commercial mobile radio services to provide wireless telecommunications and data services to owners of Wireless Devices

(m) "Songwriter Agreement(s)" shall mean those agreements pursuant to which Publisher has acquired rights with respect to any Composition.

(n) "Sublicensee" means the Service Provider(s) requested by Licensee to further enable Licensee's Service as provided hereunder, as approved in each instance by Publisher in its sole discretion. In the event Licensee desires Service Provider(s) to become a Sublicensee, Licensee shall complete, execute and submit to Publisher two (2) copies of an Addendum in the form set forth on Schedule D hereto, and if Publisher returns to Licensee a counter-executed copy of the Addendum, said Service Provider shall, subject to the terms and conditions of this Agreement, be deemed a Sublicensee for purposes hereof. Licensee shall reasonably cooperate with respect to Publisher's inquiries concerning any Service Provider(s) proposed by Licensee, including, without limitation, the nature of business conducted by said Service Provider(s) and the accounting and reporting procedures in place between Licensee and said Service Provider(s).

(o) "Term" has the meaning set forth in paragraph 5(a) below.

(p) "Territory" has the meaning set forth in paragraph 4 below.

(q) "Website" means a collection of interconnected hypertext markup language documents accessible at a single Universal Resource Locator ("URL") via the World Wide Web, owned and operated by the same Person or at the sole direction of such Person. "Approved Website(s)" means Website(s) approved by Publisher in its sole discretion from which Licensee intends to advertise and market the sale of EMI Tones. Approved Websites include those Websites having the URL(s) www.dishmobile.com; www.kidzbopmobile.com; www.voodootones.com; www.Fatzuli.com; and websites owned and operated by Licensee for the purpose of offering ringtones, mastertones and ringbacks to consumers. In the event Licensee desires an additional Website to become an Approved Website, prior to such website's advertising or marketing of any EMI Tone, Licensee shall complete, execute and submit to Publisher two (2) copies of an Addendum in the form set forth in Schedule B hereto, and if Publisher returns to Licensee a counter-executed copy of the Addendum (which Publisher may elect to do in its sole discretion), said Website shall be deemed an Approved Website. Licensee shall reasonably cooperate with respect to Publisher's inquiries concerning any Website(s) proposed by Licensee, including without limitation, the nature of business conducted on said Website(s) and by the Person(s) owning and operating or directing the operation of such Website(s), and the accounting and reporting procedures in place between Licensee and the Person(s) owning and operating or directing the operation of such Website(s).

(r) "Wireless Device" means a mobile telephone or a hybrid handheld wireless device that incorporates the telephony or messaging function of a mobile telephone and that operates on a wireless communications network regulated by the U.S. Federal Communications Commission in accordance with its rules and regulations governing commercial mobile radio services. Wireless Devices do not include, without limitation, toys, or games.

(s) Each other expression used herein, unless herein separately defined, shall have the meaning commonly understood in the music publishing industry.

2. Supply of Compositions/Song Guarantee

(a) The Compositions listed on Schedule A attached hereto and hereby incorporated herein by this reference are deemed to be Approved Compositions for purposes of this Agreement. From time to time during the Term, Schedule A may be amended by Publisher in its discretion, in which event Publisher shall provide Licensee with a written copy of such revised Schedule A, and upon Licensee's receipt of such revised Schedule A, the Compositions listed on such revised Schedule A shall be deemed to be Approved Compositions for purposes of this Agreement (and to the extent that any Approved Compositions from an earlier version of Schedule A are not listed on such revised Schedule A, such Compositions shall no longer be deemed to be Approved Compositions for purposes of this Agreement). Publisher will use reasonable efforts to clearly indicate to Licensee any additions, deletions and/or corrections to the list of Compositions set forth in any revised Schedule A that is provided to Licensee.

(b) Following the execution of this Agreement and throughout the Term, Licensee may seek Publisher's approval of Compositions that do not appear on Schedule A for use as Approved Compositions for purposes of the creation and transmission of EMI Tones. In such event, Licensee shall notify Publisher in writing of said requested Compositions. If Publisher agrees to consider the approval of such requested Composition(s), it shall provide written notice thereof to Licensee who shall complete, execute and submit to Publisher two (2) copies of an Addendum in the form set forth in Schedule C, and if Publisher returns to Licensee a counter-executed copy of the Addendum (which Publisher may elect to do in its sole discretion), the Compositions set forth in such Addendum shall be deemed Approved Compositions for purposes of this Agreement and the then-current version of Schedule A shall be deemed amended to include such Approved Compositions.

(c) Publisher reserves the right, in its sole discretion, to refuse to approve any Composition(s) for use as Approved Composition(s). For purposes of example, but without limitation, except as otherwise expressly provided by Publisher, as of the Effective Date and throughout the Term, Compositions written in whole or in part by Tracy Chapman, John Lennon, Jeff Lynne, James Taylor, and

"stream" up to thirty (30) consecutive seconds of such EMI Tone to prospective End-users in the form of a digital audio transmission for the sole purpose of previewing or demonstrating such EMI Tone to facilitate its purchase, sale, or licensing through the Network in accordance with this Agreement; provided that Licensee shall not sell, lease, transmit, offer, or otherwise provide any EMI Tone streamed in accordance with this subparagraph 3(a)(iv) (including any Approved Composition incorporated therein) as a downloadable file or in any form that would allow any Person to create, store, or retain a copy of all or part thereof.

(b) Sublicensing. Subject to the terms and conditions of this Agreement and provided that Licensee has fully complied with such terms and conditions, Licensee may sublicense the rights granted in subparagraphs 3(a)(ii), 3(a)(iii) and 3(a)(iv) above to the Sublicensee(s), provided that in the event that all or substantially all of the assets of any Sublicensee are acquired by any Person that is a competitor of Publisher or whom Publisher finds objectionable (in Publisher's sole reasonable discretion), such Sublicensee shall no longer be deemed a Sublicensee for purposes of this Agreement and all rights and licenses granted to such Sublicensee shall immediately terminate. Notwithstanding anything to the contrary contained in this Agreement, in any sublicense granted by Licensee hereunder, all those restrictions, limitations, exclusions and obligations imposed upon Licensee hereunder shall be imposed upon Licensee's Sublicensee(s). By way of example, Licensee shall have a provision in each sublicense with a Sublicensee analogous to subparagraph 2(d) above and if Publisher shall send Licensee a notice under subparagraph 2(d) above to remove an EMI Tone from its Network, Licensee shall have the right to and shall cause each Sublicensee to remove such EMI Tone from the Sublicensee's Network within seven (7) business days after Licensee's receipt of such notice from Publisher.

(c) Restrictions. Notwithstanding any other provision of this Agreement:

(i) This Agreement does not authorize or permit any use or other exploitation of any Composition by Licensee or any third party, except as expressly authorized herein. If any such use or other exploitation is made or permitted by Licensee, this Agreement shall immediately terminate, and all rights and licenses granted to Licensee hereunder shall immediately terminate.

(ii) No license or other rights are granted herein to Licensee or any third party to use any current or future trademarks, service marks, design marks or trade names of or associated with Publisher (such marks and names, collectively, the "EMI Marks"), for any purpose. Licensee may only use the EMI Marks with the prior written approval of Publisher.

(c) With respect to any Approved Composition of which less than one hundred percent (100%) is controlled by Publisher, prior to exercising any of the rights or licenses granted herein in such Approved Composition or any EMI Tone incorporating such Approved Composition, Licensee shall secure all rights and licenses from all applicable co-publisher(s) necessary to exercise, without violating the intellectual property rights or other rights of such co-publisher(s) or any third party, the rights and licenses granted herein.

(d) Nothing contained herein shall grant Licensee the right to use any particular recording of an Approved Composition.

(e) Without limiting any other provision of this Agreement, with respect to any third party rights that are necessary to be obtained by Licensee in connection with any EMI Tone or any recording or performance incorporated into or used to arrange any EMI Tone, Licensee shall be responsible for obtaining such rights at its sole expense.

4. Territory

The "Territory" covered during the Term shall be the United States, its territories and possessions (including Puerto Rico) and Canada.

5. Term

(a) The "Term" of this Agreement is one (1) year, commencing April 1, 2006 and terminating March 31, 2007.

(b) Notwithstanding the foregoing, EMI may terminate the entire grant of rights contained in this Agreement and/or the grant of rights with respect to a particular Approved Website, at any time for any reason upon thirty (30) days prior written notice to Licensee. Promptly thereafter, Licensee shall furnish Publisher with a written confirmation that it has performed any/all takedowns of EMI Tones from the Server necessary to comply with the applicable termination of rights by Publisher.

(c) If Licensee has failed to fully launch its services for any reason as contemplated upon execution of this Agreement in accordance with the rights granted to Licensee herein, as of July 1, 2006, (i) this Agreement shall immediately terminate and all terms and conditions hereof will be deemed null and void as of such date, (ii) any and all EMI Tones created by Licensee shall remain the sole property of Publisher as of such date, and Licensee shall immediately assign and transfer any and all rights therein to Publisher, (iii) Licensee shall immediately take down all EMI Tones as of such date and all of Licensee's rights in and to EMI Tones shall immediately terminate, and (iv) upon Publisher's written request , all EMI Tones in Licensee's possession or control shall be promptly destroyed by Licensee, and Licensee will deliver an affidavit to Publisher attesting to such destruction.

6. Advance / Royalties

(a) As used herein, "Publisher's Prorata Share" shall mean that proportion of Publisher's ownership of the applicable Composition, as set forth on Schedule A or the applicable Schedule C Addendum.

(b) (i) In consideration of the rights granted hereunder, upon execution of this Agreement Licensee shall pay to Publisher the sum of Three Thousand Five Hundred Dollars ($3,500.00), as a non-returnable advance, recoupable solely from royalties otherwise payable to Publisher hereunder as of the commencement hereof pursuant to this paragraph 6 ("Advance").

(ii) Licensee shall pay Publisher a non-returnable, non-recoupable "fixing fee" equal to Publisher's Prorata Share of Twenty Dollars ($20.00) for each Composition copied to the Server prior to, as of or after the Effective Date.

(c) (i) Subject to the terms and conditions of paragraph 7 below, Licensee shall pay Publisher for each Copy Sold a royalty equal to Publisher's Prorata Share of the greatest of:

(A) twenty percent (20%) of Licensee's receipts for the EMI Tone (e.g., if an EMI Tone sells for $1.00, and Licensee is paid/credited $.50, then 20% of $.50 is $.10, payable to Publisher); o

(B) (I) in the case of EMI Ringtones which are not EMI Mastertones, ten percent (10%) of the retail selling price of each Copy Sold, with a minimum royalty for each Copy Sold of fifteen cents ($0.15); or

(II) in the case of all other EMI Tones, twelve percent (12%) of the retail selling price of each Copy Sold, with a minimum royalty for each Copy Sold of twenty cents ($0.20).

(ii) In the event a recurring fee is charged an End-user to retain a Copy, said charge shall be deemed a royalty-bearing event. For clarity, Licensee shall pay Publisher the applicable royalty pertaining to any Copy each time a recurring payment is made to retain said Copy (or to access said EMI Tone embodied therein) on an End-user's Wireless Device. For purposes of calculating the royalty payable, if applicable, the recurring fee shall be deemed to be the original retail selling price and each time the Copy is thereby retained shall be considered a new "Copy Sold" and a royalty shall thereby be payable.

(iii) In the event a Copy is made to time-out on a Wireless Device and one is made to

re-download or otherwise re-acquire said EMI Tone for reasons other than technical failure, said event shall be deemed a royalty-bearing event. For clarity, and notwithstanding the previous sentence, Licensee shall pay Publisher the applicable royalty pertaining to each Copy Sold, irrespective of whether the recipient had previously acquired the same EMI Tone embodied in such Copy Sold.

(iv) In the event a Copy is offered in a form other than individually (e.g., said EMI Tone is made available as part of a bundle or package of wireless content applications or in the event a Copy is offered as part of a subscription, the royalty due in connection with such Copy shall be Publisher's Pro Rata Share of the greater of: (A) twelve percent (except ten percent (10%) in the case of EMI Ringtones which are not EMI Mastertones) of Licensee's gross revenue (i.e., 12% of all direct and indirect consideration received by Licensee in relation to Licensee's Services, including but not limited to advertising revenue, which revenue, for clarity, is not calculated on a transactional tone-by-tone basis), or (B) twenty five percent (25%) of the overall publishing revenue pool (inclusive of all amounts paid or payable directly by Licensee to music publishers during the applicable accounting period), such share to be based on a ratio whose numerator is the sum of EMI's percentage shares of EMI Tones Sold during the applicable accounting period, and whose denominator is the total number of ringtones and mastertones sold during the applicable accounting period, or (C) the minimum royalty for each Copy Sold set forth paragraph 6(c)(i) above.

(v) In the event a recurring transmission fee, in addition to the original EMI Tone purchase fee, is charged to an End-user each time an End-user hears the EMI Tone (e.g., a Ten Cent ($0.10) recurring transmission fee is charged to an End-user each time he/she hears an EMI Tone), Licensee shall pay Publisher for each such Copy Publisher's Prorata Share of ten percent (10%) of such transmission fee, in addition to the Royalty otherwise set forth in this paragraph 6.

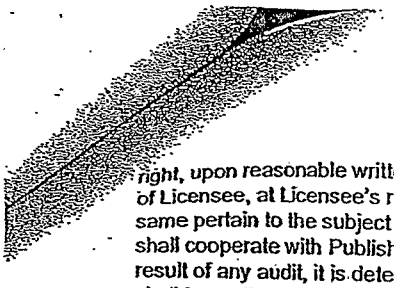
(d) In the event an Approved Composition is controlled less than one hundred (100%) percent by Publisher or if the Songwriter Agreements require direct payments to certain third parties, upon Publisher's request, Licensee shall make direct payments to such applicable co-publishers or other third parties.

7. Accounting.

(a) Together with the payment of all applicable sums due Publisher hereunder, Licensee shall render Publisher accounting statements on a quarterly basis, (which shall be provided electronically, along with a hard paper copy), indicating, on an EMI Tone-by-EMI Tone basis (including the title, writers' name(s), and applicable Publisher-supplied EMI song code for each Approved Composition), and Website-by-Website basis (i.e., statements to include both the Website and all Approved Websites), the number of Copies Sold or otherwise distributed and/or digitally delivered in each country of the Territory, within forty-five (45) days following the last day of each calendar quarter during which such rights are granted herein, whether or not Licensee sold or otherwise distributed Copies within such quarterly period. In addition, the accounting statement shall indicate, with respect to each Copy Sold, the retail selling price therefor, whether said Copy Sold was the result of a first-time transmission or a repeat transmission/recurring charge, and any other information necessary to determine how the applicable royalty for each Copy Sold was calculated. Separate statements shall be prepared and rendered for: EMI Ringtones that are monophonic ringtones, EMI Ringtones that are polyphonic ringtones, and EMI Mastertones.

(b) In addition to providing quarterly accounting statements, Licensee shall, as of the Effective Date, provide Publisher, upon request, with online, real-time access to the Server in order to permit the accurate identification, tracking and verification of copies of all EMI Tones, and any other data item to be enumerated on accounting statements pursuant to subparagraph (a) above.

(c) Licensee agrees to keep and maintain true and accurate records and books of account in connection with the sale of Copies and all transactions related thereto or otherwise contemplated under this Agreement, and shall retain all such records and books for a period of not less than four (4) years following the termination of this Agreement. Publisher, by its designated representative, shall have the



right, upon reasonable written notice, and during normal office hours, to examine the books and records of Licensee, at Licensee's regular place of business where the books and records are maintained, as the same pertain to the subject matter of this Agreement and to make copies and extracts thereof. Licensee shall cooperate with Publisher's representative to assist them in understanding all such material. If, as a result of any audit, it is determined that Licensee has understated the royalties due to Publisher, Licensee shall immediately pay to Publisher the amount of such underpayment. If, as a result of any audit, it is determined that Licensee has understated the royalties due to Publisher by ten (10%) percent or more, Licensee shall pay to Publisher the amount by which royalties have been understated plus a ten percent (10%) penalty fee, and shall reimburse Publisher for the cost of the audit.

(d) All checks shall be in United States Dollars, shall be made payable to EMI Entertainment World, Inc., and unless Publisher notifies otherwise, shall be sent to the address indicated in paragraph 15 below. All accountings and payments must be received by Publisher on the date such payment and statement are due, according to the terms of this Agreement, time being of the essence hereof. No payments shall be diminished or reduced in any manner for any reason, including without limitation, any withholdings, currency restrictions, exchanges or taxes. Upon written request, Publisher shall provide Licensee with a current W-9 form for each music publishing catalog receiving payment.

(e) It is understood and agreed that there shall be no "free" or "bonus goods" of the EMI Tones, as such term is understood in the industry, i.e., all Copies Sold, distributed, transmitted, or delivered, regardless of price, shall bear a full royalty hereunder.

(f) Without limiting Publisher's rights and remedies hereunder, at law or in equity: (i) past-due payments are subject to and to be accompanied by payment of interest thereon at the prime rate as established on the due date by The Bank of New York plus two (2%) percent compounded daily and computed from the date(s) upon which each such payment(s) first became due until the date(s) upon which each such payment(s) is remitted to Publisher; and (ii) Licensee shall reimburse Publisher, within five (5) days from receipt of its invoice, for Publisher's reasonable attorney's fees and costs arising out of the occurrence of any Default Event (as defined in paragraph 14), including, without limitation, any failure by Licensee timely to render statements and account to Publisher with respect to royalties which accrue to Publisher in connection with Licensee's exploitation of its rights pursuant to the applicable provisions hereof.

8. No Performance Right Grant

(a) No right of public performance is granted under this Agreement, such right being licensed by the American Society of Composers, Authors and Publishers ("ASCAP"), Broadcast Music Inc. ("BMI"), and the Society of European Stage Authors and Composers ("SESAC"), as applicable, in and for the United States, and the Society of Composers, Authors and Music Publishers ("SOCAN") in and for Canada, as applicable.

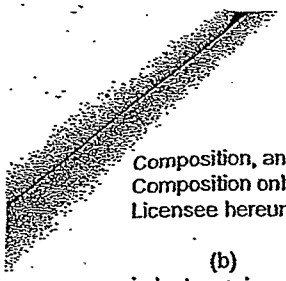
(b) Any public performance of an Approved Composition as embodied in an EMI Tone, including without limitation pursuant to subparagraph 3(a)(iv) above, not otherwise licensed by ASCAP and/or BMI and SOCAN, as applicable, shall be licensed by Licensee from Publisher or from Publisher's authorized agent. If said license is to be secured from Publisher, Publisher agrees to negotiate in good faith and the issuance of such license shall be in accordance with the customary industry practices and fees.

(c) Irrespective of the foregoing, it is understood that clearance by performance rights societies in such portion of the Territory as is outside of the United States will be in accordance with their customary practices and the payment of their customary fees.

9. Restrictions and Reservations of Rights

(a) This Agreement does not authorize or permit any use of a Composition not expressly set forth herein and does not include the right to alter the fundamental character of the music of any

JJ.



Composition, and, specifically, the terms of this Agreement are limited to the use of each Approved Composition only as originally fixed in the EMI Tone. Publisher reserves all rights not expressly granted to Licensee hereunder. All rights granted hereunder are granted on a non-exclusive basis.

(b) No Composition may be used in a dramatic fashion, as such term is understood in the industry, or in any manner which could be considered in bad taste or offensive; i.e., each Approved Composition shall be used with regard to social convention and decency so as not to bring such Composition, the composers thereof, or Publisher into public disrepute or reflect adversely on the Composition, the composers thereof, or Publisher. No individual Composition may be used in connection with any product, any service, or in the branding, marketing, advertising or promotion of any product, service or event.

(c) Without limiting the force and effect of the foregoing, and without intending to provide an exhaustive list of prohibitive acts, this Agreement does not include the rights to: (i) rent or lease an EMI Tone; (ii) sell or otherwise distribute EMI Tones except for the personal use of individual Wireless Device owners; (iii) parody the music or lyrics of an Approved Composition; (iv) make, sell or distribute phonorecords of an Approved Composition; (v) utilize a sound recording and/or audiovisual master(s) not owned or separately licensed by Licensee; (vi) synchronize (or authorize others to synchronize) any Approved Compositions with visual images or events or include any Approved Composition in any audio-visual work, including without limitation in commercials or games; (vii) use the title of an Approved Composition except for factual and/or descriptive purposes for identifying the EMI Tones available for purchase; (viii) use any Composition that is not an Approved Composition in any way; or (ix) use an Approved Composition on any broadcast/cablecast or on-line services (whether viewable in real time or downloadable) not specifically enumerated in this Agreement, or on any interactive program, platform, media or storage device, or any promotional use not specifically enumerated herein. Any occurrence of the above-noted items by Licensee or authorized by Licensee shall render all aspects of the Agreement immediately null and void and this Agreement shall terminate.

(d) Except for listing on the Network the composers' names for factual and/or descriptive purposes for identifying the EMI Tones available for purchase, no right whatsoever is being granted hereunder to use or authorize other Persons to use the names (including any professional names, previously, now or hereafter used), facsimile signatures, voices, likenesses or biographical material of, concerning, or regarding any of the composers of a Composition for any purpose whatsoever, including, without limitation, for purposes of exploitation of an EMI Tone on the Network. In no event shall a name of a composer of a Composition be featured more or less prominently than any other composer's name.

10. Warranties and Representations/Indemnity

(a) Publisher warrants only that it has the legal right, power and authority to grant this license and this license is given and accepted without any other warranty or recourse. Subject to Licensee's full and complete compliance with all of the material terms and conditions contained in this Agreement, Publisher hereby agrees to indemnify and hold harmless Licensee and its respective officers, directors, agents, and employees ("Indemnitees") from and against any and all liabilities, damages, costs, charges, recoveries, judgments, penalties, expenses or losses of whatsoever kind or nature, actually incurred by Indemnitees (including reasonable attorneys' fees and disbursements) which may be obtained against, imposed upon or suffered by Indemnitees or any of them, by reason of any breach by Publisher of any of its warranties or representations hereunder. If a court of competent jurisdiction shall render a final judgment that said warranty shall be breached in whole or in part, Publisher shall hold Indemnitees harmless in respect of Licensee Indemnitees' actual loss, provided that in no event shall the total liability of Publisher in connection with the rights granted for each Approved Composition licensed hereunder exceed the consideration received by Publisher in connection with the licensing of said Approved Composition. Licensee will give Publisher prompt notice of any claim that would be subject to indemnification under this paragraph, and Publisher will have the right to assume the defense thereof at Publisher's expense.

(b) Licensee represents and warrants that:

(i) there are no actions, suits, proceedings, agreements or other impediments, actual or threatened, which would prevent or impair it from performing its duties and obligations hereunder;

(ii) it is fully empowered to enter into this Agreement and to perform its duties and obligations hereunder, that it is and shall at all times remain possessed of all rights necessary for it to completely fulfill all of its material obligations hereunder, and that its entering into this Agreement and fulfilling such obligations (including but not limited to maintenance of the Network) does not and shall not infringe upon the rights of any Person whatsoever; and

(iii) it will register its company and all EMI Tones with Nielsen Soundscan (or the applicable prevailing service(s) devoted to tracking the per-unit sales of ringtones and mastertones similar to the EMI Tones licensed hereunder), and Licensee shall further electronically provide Publisher (or cause Publisher to be provided) with such Nielsen reports on a quarterly basis. The electronic transmissions listed in this subparagraph shall be provided in a mutually compatible computer data format.

(c) Licensee further represents and warrants that it shall obtain or secure (and maintain during the Term) all necessary and required licenses concerning:

(i) intellectual properties furnished or selected by Licensee and contained in any materials used in connection with the marketing, sale or distribution of Ringtones and Mastertones as authorized hereunder, including without limitation name and likeness rights, and that said materials shall not violate or infringe upon the rights of any third party, including without limitation intellectual property rights and/or rights of privacy and publicity; and

(ii) intellectual properties furnished or selected by Licensee and contained in an EMI Tone not licensed hereunder including that portion of the music publishing rights in and to each Approved Composition not controlled by Publisher; and that said materials shall not violate or infringe upon the rights of any third party, including without limitation intellectual property rights and/or rights of privacy and publicity.

(d) Licensee agrees to fully indemnify Publisher and hold Publisher (and its officers, directors, and employees) harmless of and from any and all liabilities, claims, causes of actions, damages, interest, charges, recoveries, judgments, penalties, expenses or losses of whatsoever kind or nature, (including without limitation, legal expenses and counsel fees and disbursements) of any kind whatsoever which may be occasioned, suffered or incurred by Publisher, either directly or indirectly, in whole or in part, resulting from or in connection with any breach or threatened breach by Licensee of any of the terms, covenants, representations and warranties contained herein, and/or any claim by any Person inconsistent with any of the representations, warranties and covenants hereunder. In addition, Licensee will reimburse Publisher on demand for any payment made at any time after the date hereof for any liability or claim to which this clause relates that has resulted in a judgment against Publisher or which has been settled with the written consent of Licensee (which consent shall not unreasonably be withheld). Publisher will give Licensee prompt notice of any claim and Licensee will have the right to assume the defense thereof at Licensee's expense.

11. Arrangements/Copies

Any arrangement(s) which Licensee shall cause to be made of an Approved Composition in the creation of an EMI Tone shall be made at Licensee's own expense and shall be created only as the result of employment-for-hire and such arrangement shall be "Work Made For Hire" for Publisher, as such term is used in the United States Copyright Law. Licensee hereby sells, assigns and transfers any such arrangement(s) and all right title and interest in and to each such arrangement to Publisher and the worldwide copyright and renewals and extensions of copyright therein. Licensee warrants and represents that all Persons rendering services in connection with the creation of EMI Tones shall have executed, prior to the commencement of creation of any EMI Tone to which such Persons have contributed, written agreement(s), in full compliance with the laws of the United States and other countries, stating that those EMI Tones and any arrangements on which such EMI Tones are based, are considered a work made for

hire for Publisher and irrevocably assigning all such Person's rights throughout the Territory in perpetuity, including without limitation copyrights, in those EMI Tones and other materials to Publisher. Upon Publisher's request, Licensee will cause to be executed and delivered to Publisher all assignments and transfers of ownership of copyright (including without limitation all copyright registrations and applications, and all renewals and extensions thereof) in the EMI Tones and any arrangements on which such EMI Tones are based, and any other documents as Publisher may deem necessary or appropriate to vest in Publisher the rights granted to Publisher in this Agreement. Neither Licensee nor any arranger shall be entitled to authorship credit or status as a collaborator or any remuneration by way of royalty or otherwise from the authors of such Approved Composition or from Publisher or any of Publisher's designated agents. No arrangement shall change the basic melody of any Approved Composition.

(b) Licensee shall enable Publisher freely and without charge or expense to receive EMI Tones to ensure Licensee's adherence with and to the terms and conditions of this Agreement. Any such receipt by Publisher will not constitute a Copy and will not be deemed a royalty-bearing event.

12. Ownership

Except as expressly permitted in this Agreement, Licensee shall not at any time, directly or indirectly, license, transfer, assign, sell or otherwise dispose of, pledge, mortgage or in any way encumber any Composition or any interest of any kind therein, and/or any right or license granted hereunder and any such purported license, transfer, assignment, sale, disposal, pledge, mortgage or encumbrance shall be void and of no effect.

13. No Partnership

Nothing herein contained shall create any association, partnership, joint venture or relationship of principal and agent between the parties hereto; it being understood that the parties hereto are, with respect to each other, independent contractors, and neither party shall have any authority to bind the other or the other's representatives in any way and shall not hold itself out to any Person as having authority.

14. Event of Default/Cure

(a) As used herein, the term "Event of Default" shall mean any of the following events: (i) Licensee's failure or inability to fulfill any of its material obligations hereunder for any reason; (ii) Licensee's dissolution or the liquidation of any substantial portion of its assets; (iii) the filing by or against Licensee of a petition for liquidation or reorganization or the commencement of an action against it under any applicable bankruptcy or insolvency legislation as now or hereafter in effect or under any similar statute relating to liquidation or reorganization or Licensee's consenting to any of the foregoing; (iv) the appointment of a trustee, receiver, custodian or similar appointee for Licensee for any of its property or Licensee consenting to any such appointment; (v) Licensee's making of an assignment for the benefit of creditors; (vi) Licensee becoming insolvent; (vii) Licensee's failure to pay, or admission in writing of its inability to pay, its debts as they come due; (viii) Licensee's receipt of a "going concern" notification or similar qualification; (ix) a reduction of ten percent (10%) or more in Licensee's workforce; (x) Licensee's report of a quarterly loss for four (4) consecutive quarters; or (xi) any action by Licensee which jeopardizes any material right or remedy of Publisher hereunder. In the event that any of the matters described in this subparagraph 14(a) occurs, Licensee shall provide prompt written notice thereof to Publisher.

(b) Without limiting or affecting the rights or remedies which Publisher may have under this Agreement or at law or equity, with respect to Licensee's obligations under this Agreement, it is agreed that if an Event of Default occurs or in the event of a breach on the part of Licensee, Publisher may notify Licensee in writing of such default or breach and Licensee shall have ten (10) business days from receipt of such notice in which to cure such Event of Default or breach. If such breach or Event of Default is not curable or is not cured within said ten (10) business day period, this Agreement shall automatically terminate and Licensee shall be deemed to have automatically and irrevocably assigned and transferred to Publisher, without further consideration, all right, title and interest in and to all EMI Tones (including the master recordings created by Licensee not otherwise owned by co-publishers or record companies), to

the extent that such rights and interests have not already been assigned to or vested in Publisher; provided, however, that with respect to any breach or default concerning the payment of any monies whatsoever, this Agreement shall automatically terminate and the aforesaid assignment and vesting shall occur if such particular breach is not remedied within five (5) business days from the date of the notice. Publisher, in the event of any automatic termination under this paragraph and without prejudice to any other rights and remedies, shall have rights and remedies for copyright infringement, including injunctive relief.

(c) The termination of this Agreement pursuant to this paragraph shall render the further exploitation of an EMI Tone actionable as an act of copyright infringement fully subject to the remedies provided by the Copyright Act, Title 17, of the United States Code, together with other legal and equitable remedies available to Publisher.

15. Notices

Any and all notices, consents, approvals, demands, other communications and payments hereunder shall be hand delivered or sent by certified mail, return receipt requested, at the address below (or at such other address hereafter designated by either party in writing) as follows:

To Publisher: EMI Entertainment World, Inc.
810 Seventh Avenue
New York, New York 10019
Attention: Accounts Payable (payments only)
Attention: Music Services Licensing (all other communications)

To Licensee: As set forth in the heading of this Agreement.

Any notice shall be deemed complete when the same (containing whatever information may be required hereunder) is deposited in any mail box properly addressed and sent as aforesaid, except that: (a) all materials personally delivered shall be deemed served when actually received by the party to whom addressed; (b) air express materials shall be deemed served on the day of delivery to the air express company; (c) notices of change of address shall be effective only from the date of receipt; and (d) royalty statements may be sent by regular mail and shall be deemed rendered when actually received by Publisher.

16. Governing Law

This Agreement has been entered into and delivered in the State of New York and the validity, interpretation and legal effect of this Agreement shall be governed by and construed in accordance with the internal laws of the State of New York applicable to contracts entered into and performed entirely within the State of New York. Only the New York courts (state and federal) will have jurisdiction over any controversies regarding this Agreement, and the transactions contemplated by this Agreement; any action or other proceeding which involves such a controversy will be brought in those courts, in New York County, and not elsewhere. Licensee hereby irrevocably submits to the jurisdiction of the New York courts (state and federal) in any such action or proceeding and irrevocably waives any right to contest the jurisdiction (in rem or in personam) or power or decision of that court within or without the United States other than appropriate appellate courts having jurisdiction over appeals from such court(s). Licensee also irrevocably waives any defense of inconvenient forum to the maintenance of any such action or proceeding. Any process in any action or proceeding may, among other methods, be served upon Licensee by delivering or mailing it in accordance with paragraph. Any such delivery or mail service shall be deemed to have the same force and effect as personal service within the State of New York.

17. Assignment; Change of Control

This Agreement, and the rights, opportunities and obligations created pursuant to this Agreement, are not assignable or transferable in any manner by Licensee, nor shall Licensee sublicense or delegate

any of its rights or obligations without the prior written consent of Publisher, not to be unreasonably withheld. EMI may assign this Agreement and any of its rights hereunder in whole or in part to any Person which controls, which is controlled by, or which is under common control with, EMI and/or each such Publisher or which is in partnership with EMI and/or each such Publisher; and/or to any parent, affiliated or subsidiary company or corporation, or to a Person owning, or acquiring, all or a substantial part of EMI and/or each such Publisher's stock and/or assets or with whom EMI and/or each such Publisher may merge or be merged, in which case Licensee shall not be released from its obligations hereunder.

18. Confidentiality; Publicity

Licensee and EMI agree that all information with respect to this Agreement, whether furnished by EMI to Licensee or otherwise acquired by Licensee in the course of business with EMI, shall be kept confidential. Such information shall not be disclosed at any time to any Person except to the extent required by an order of a court or other tribunal having jurisdiction or pursuant to rules and regulations of a governmental body. Notwithstanding the foregoing, the parties acknowledge and agree that in certain situations, such as where copublishers of an Approved Composition, publishers of other compositions and/or master owners require a favored nations provision, the information contained in this Agreement may have to be divulged with respect to monies payable and rights granted. Licensee and EMI may not use the other party's name in news releases, articles, brochures and marketing and/or promotional materials, without the other party's prior written approval.

19. Entire Agreement

(a) This Agreement sets forth the entire understanding between the parties hereto with respect to the subject matter hereof, and merges and extinguishes all prior understandings, negotiations, and agreements. No amendment to or modification, waiver, termination, or discharge of this Agreement or of any provision hereof shall be binding unless confirmed by a written instrument duly executed by the party to be charged therewith. Any process in any action, suit, or proceeding arising out of or relating to this Agreement may, among other methods, be served upon the applicable party by delivering it or mailing it in accordance with paragraph 15 above. No waiver of any provision of or default under this Agreement shall affect the right of either party thereafter to enforce such provision or to exercise any right or remedy in the event of any other default, whether or not similar.

(b) If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not essential to the intended operation of this Agreement.

20. Miscellaneous

This Agreement shall apply for the Term hereof only, and shall not be binding upon or prejudicial to any position taken by Publisher or Licensee for any period subsequent to the Term of this Agreement. The captions of paragraphs contained in this Agreement are for reference only and are not to be construed in any way as a part of the Agreement. This Agreement shall not become effective until executed by all proposed parties hereto.

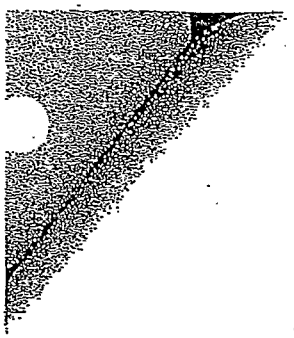
IN WITNESS WHEREOF, the parties have caused the foregoing to be executed as of the date first above written.

EMI Entertainment World, Inc.

By: _____
Publisher

Cellpoint Connect

By: _____
Licensee



SCHEDULE A
(List of Approved Compositions)

SCHEDULE B

ADDENDUM OF RIGHTS-APPROVED WEBSITES

ADDENDUM to the Agreement dated April 1, 2006, by and between EMI Entertainment World, Inc. and Cellpoint Connect (the "Agreement"). Upon the full execution of this Addendum by the parties hereto, the following additional Website(s) is/are deemed Approved Website(s), and thus part of the Network, effective as of the date set forth below:

1. The URL(s) of the Website(s) proposed for approval pursuant to this Addendum, and the date on which EMI Tones first shall be marketed thereon, is/are:

http://www. Hootertones .com Date: 8/16/06

2. All terms not defined herein shall have the same meaning given them in the Agreement. Except as expressly or by necessary implication modified hereby, the terms and conditions of the Agreement remain in full force and effect, and are hereby ratified and affirmed without limitation or exception.

IN WITNESS WHEREOF, the parties have caused the foregoing ADDENDUM to be executed as of this 16 day of Aug, 2006

EMI Entertainment World, Inc.

By: _____
Publisher

Cellpoint Connect

By: _____
Licensee

SCHEDULE C
ADDENDUM OF RIGHTS – APPROVED COMPOSITIONS
(Special permission required; not originally listed on Schedule A of the Agreement)

ADDENDUM to the Agreement dated April 1, 2006 by and between EMI Entertainment World, Inc. and Cellpoint Connect (the "Agreement"). Upon the full execution of this Addendum by the parties hereto, the following listed Composition(s) are deemed Approved Composition(s) under the Agreement, effective as of the date set forth below:

1. The Composition(s) subject to this Addendum is/are:

["TITLE"] composed by ["WRITER(S)" (%)].

2. The Territory shall be as per the Agreement, [excluding, in the case of the Composition entitled _____, the country(ies) of U.S. + Canada.]

3. All terms not defined herein shall have the same meaning given them in the Agreement. Except as expressly or by necessary implication modified hereby, the terms and conditions of the Agreement remain in full force and effect, and are hereby ratified and affirmed without limitation or exception.

IN WITNESS WHEREOF, the parties have caused the foregoing ADDENDUM to be executed as of this 16 day of Apr., 2006

EMI Entertainment World, Inc.

By:_____
Publisher

Cellpoint Connect

By: [signature]
Licensee

SCHEDULE D
ADDENDUM OF RIGHTS - SUBLICENSEE

This ADDENDUM to the License dated April 1, 2006, by and between EMI Music Publishing and Cellpoint Connect (the "Agreement"), effective when fully executed by both parties hereto, shall constitute EMI's consent for the listed Service Provider(s) to be deemed Sublicensee(s) pursuant to the Agreement.

The Service Provider(s) proposed for approval pursuant to this Addendum, and the date on which EMI Tones shall be transmitted thereby is/are:

_____ Date: 8/16/06

2. All terms not defined herein shall have the same meaning given them in the Agreement. Except as expressly or by necessary implication modified hereby, the terms of the Agreement are hereby ratified and affirmed without limitation or exception.

Cellpoint Connect

By: _____ Date: 8/16/06
Licensee

ACKNOWLEDGED AND AGREED

EMI Entertainment World, Inc.

By: _____

Date: _____

Ringtone License

THIS AGREEMENT (the "Agreement") is made as of April 1, 2006 ("Effective Date"), by and between DADAMobile Inc., a Delaware Corporation, 1375 Broadway, 3rd Floor, New York, NY 10018, Attn: Massimiliano Pelligrini ("Licensee") and EMI Entertainment World, Inc., 810 Seventh Avenue, New York, New York 10019. All capitalized terms in this Agreement are defined in paragraph 1 below, unless otherwise indicated.

WHEREAS, Whereas EMI Entertainment World, Inc. owns or controls the music publishing rights in certain compositions in certain music publishing catalogs, as further specified on Schedule A, attached hereto ("Publisher"); and

WHEREAS, Licensee desires to obtain and Publisher desires to grant a license to arrange and record one or more Approved Composition(s) for the sole purpose of creating EMI Ringtones that may be distributed whereby an end-user can receive a copy of the EMI Ringtone into a Wireless Device ("Licensee's Service"), solely in the manner provided herein and in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. Definitions

As used in this Agreement, the following terms will have the meanings set forth below:

(a) "Composition" means a musical composition which is owned and/or controlled in whole or in part by Publisher, and which is made available, in Publisher's discretion and subject to Publisher's written approval, to Licensee subject to the terms and conditions set forth in this Agreement and subject to any restrictions imposed by Publisher or by any Songwriter Agreements; provided that with respect to any Composition which is or may be owned or controlled by Publisher only in part, the term "Composition" shall refer only to that portion of the musical composition owned or controlled by Publisher. "Approved Composition" means a Composition which, pursuant to paragraph 2 below, has been approved by Publisher as an Approved Composition available for use by Licensee in accordance with the terms and conditions of this Agreement.

(b) "Copy," means a digital transmission(s) or electronic distribution(s) of a single Approved Composition contained in an EMI Ringtone to an end-user.

(c) "Copies Sold" and "sales" and "Sold" mean one hundred percent (100%) of those Copies digitally transmitted or otherwise electronically distributed to end-users (including without limitation to an end-user's Wireless Device).

(d) "Dollars" and "Cents" mean United States Dollars and Cents.

(e) "EMI Ringtone" means a Ringtone that features the digital transmission of an Approved Composition, the length of which shall not exceed sixty (60) consecutive seconds, solely in connection with Licensee's Service and in accordance with the terms and conditions of this Agreement.

(f) "End-user" means a Wireless Device owner, user, or customer who legally procures from Licensee the sale or distribution of an EMI Ringtone, for that period of time only during which such transmission right has been legally procured.

(g) "Network" means the Website and Approved Additional Websites on which EMI

Ringtones will be made available to end-users, as served from and through the Server, via a range of service channels including Internet, cable, satellite, web, WAP, SMS, or cellular transmission. Licensee at all times shall institute security measures with respect to all aspects of its Network(s) that: (i) prevent any EMI Ringtones or any underlying Authorized Composition from being copied, played, distributed, transmitted, performed, used or exploited, in whole or in part, in any format or by any means other than in the format and by the means permitted by Publisher hereunder; (ii) prevent unauthorized reproduction and distribution of all EMI Ringtones and any underlying Authorized Compositions; (iii) are sufficient, as determined by Publisher, to track and enforce the use limitations and other restrictions described in this Agreement; and (iv) meet or exceed current industry standards as they exist from time to time for the licensed delivery of music via digital transmission (including, without limitation, anti-virus, firewall, password, and anti-hacking protections).

(h) "Person" means any individual, corporation, partnership, association or other organized group or combination of any or all of the foregoing, and their legal successors or representatives.

(i) "Ringtone" means any data that resides or is stored in (whether temporarily or permanently), or which is transmitted to, a Wireless Device, which data causes a predetermined instrumental melodic sequence of a musical composition to be reproduced, performed, and/or played for purposes of announcing an incoming call on such Wireless Device. For the avoidance of doubt, "Ringtone" shall not include (and this Agreement shall not be deemed to grant Licensee any rights to use Compositions in or as), inter alia, Ringbacks or Ringback tones, and/or data that: (i) embodies a master sound recording of the Composition (as may be licensed by a record company or other third party), or (ii) embodies vocal and/or human instrumental performances (e.g., so-called "mastertones" or "trutones"), or (iii) embodies any visual or audiovisual element (e.g., so-called "enhanced" ringtones).

(j) "Ringbacks" or "Ringback tones" means the distribution or transmission of a musical composition to a Wireless Device or telephone for the purpose of notifying a caller that the call recipient is being alerted to the incoming call.

(k) "Server" means Licensee's proprietary Internet server which shall be located within the Territory, on which templates of the EMI Ringtones licensed hereunder will exclusively reside, and from which the EMI Ringtones will be digitally transmitted or distributed to end-users through the Network. For purposes of clarification, no EMI Ringtone shall be offered for sale through the Website or through an Approved Additional Website and permanently stored in an end-user's Wireless Device without first being transmitted from and through the Server.

(l) "Songwriter Agreement(s)" shall mean those agreements pursuant to which Publisher has acquired rights with respect to any Composition.

(m) "Term" has the meaning set forth in paragraph 5(a) below.

(n) "Territory" has the meaning set forth in paragraph 4 below.

(o) "Website" means a collection of interconnected hypertext markup language documents accessible at a single Universal Resource Locator ("URL") via the World Wide Web, owned and operated by the same Person or at the sole direction of such Person. "Approved Website(s)" means the Website(s) approved by Publisher in its sole discretion from which Licensee intends to advertise and market the sale of EMI Ringtones. Approved Websites include those Websites having a URL: www.dadamobile.com. In the event Licensee desires a Website to become an Approved Website, Licensee shall complete, execute and submit to Publisher two (2) copies of an Addendum in the form set forth in Schedule B, and if Publisher returns to Licensee a counter-executed copy of the Addendum (which Publisher may elect to do in its sole discretion), said Website shall be deemed an Approved Website. Licensee shall reasonably cooperate with respect to Publisher's further inquiries concerning any Website(s) proposed by Licensee,

including without limitation, the nature of business conducted on said Website(s) and by the Person(s) owning and operating or directing the operation of such Website(s), and the accounting and reporting procedures in place between Licensee and the Person(s) owning and operating or directing the operation of such Website(s).

(p) "Wireless Device" means a mobile telephone or a hybrid handheld wireless device that incorporates the telephony of a mobile telephone and that operates on a wireless communications network regulated by the U.S. Federal Communications Commission in accordance with its rules and regulations governing commercial mobile radio services. Wireless Devices do not include, without limitation, toys, or games.

(q) Each other expression used herein, unless herein separately defined, shall have the meaning commonly understood in the music publishing industry.

2. Supply of Compositions

(a) The Compositions listed on Schedule A hereto (hereby incorporated herein by this reference) as of the Effective Date are deemed to be Approved Compositions for purposes of this Agreement. From time to time during the Term, Schedule A may be amended by Publisher in its discretion, in which event Publisher shall provide Licensee with a written copy of such revised Schedule A, and upon Licensee's receipt of such revised Schedule A, the Compositions listed on such revised Schedule A shall be deemed to be Approved Compositions for purposes of this Agreement (and to the extent that any Approved Compositions from an earlier version of Schedule A are not listed on such revised Schedule A, such Compositions shall no longer be deemed to be Approved Compositions for purposes of this Agreement). Publisher will use reasonable efforts to clearly indicate for Licensee any additions, deletions and/or corrections to the list of Compositions set forth in any revised Schedule A that is provided to Licensee.

(b) Following the execution of this Agreement and throughout the Term, Licensee may seek Publisher's approval of Compositions that do not appear on Schedule A for use as Approved Compositions for purposes of the creation and transmission of EMI Ringtones. In such event, Licensee shall notify Publisher in writing of said requested Compositions. If Publisher agrees to consider the approval of such requested Composition(s), it shall provide written notice thereof to Licensee who shall complete, execute and submit to Publisher two (2) copies of an Addendum in the form set forth in Schedule C, and if Publisher returns to Licensee a counter-executed copy of the Addendum (which Publisher may elect to do in its sole discretion), the Compositions set forth in such Addendum shall be deemed Approved Compositions for purposes of this Agreement and the then-current version of Schedule A shall be deemed amended to include such Approved Compositions.

(c) Publisher reserves the right, in its sole discretion, to refuse to approve any Composition(s) for use as Approved Composition(s). For purposes of example, but without limitation, except as otherwise expressly provided by Publisher, as of the Effective Date and throughout the Term, Compositions written in whole or in part by Tracy Chapman, John Lennon, Jeff Lynne, James Taylor, and the members of the recording artists known as Aerosmith, Arctic Monkeys, Foo Fighters, Nirvana, Red Hot Chili Peppers, Tool, the Mars Volta, A Perfect Circle and Savage Garden, and the Composition "You've Got A Friend" (King) are not, and shall not become, Approved Compositions. For the avoidance of doubt but without limiting Publisher right to refuse to approve any Composition(s) for use as Approved Composition(s), Composition written in whole or in part by Stevie Wonder may become Approved Composition hereunder.

(d) Notwithstanding anything to the contrary contained in this Agreement, Licensee shall remove any EMI Ringtone(s) from the Network(s) within seven (7) business days after Licensee's receipt of notice from Publisher requesting such removal, and as of the end of such seven (7) business day

period, and thereafter throughout the Term, Licensee shall not sell, transmit, or otherwise use or exploit such EMI Ringtone(s), and shall not permit third parties to do any of the foregoing, for any purpose without Publisher's prior written consent.

3. Grant of Rights

(a) License Grant to Licensee. Subject to the terms and conditions of this Agreement and provided that Licensee has fully complied with such terms and conditions, Publisher hereby grants to Licensee the following non-exclusive, non-transferable limited rights solely during the Term and solely in the Territory:

(i) Arrangement and Recording. For each Approved Composition, to arrange and record, at Licensee's sole expense, one (1) or more excerpt(s) of such Approved Composition, each comprising up to thirty (30) consecutive seconds of such Approved Composition, for use solely in connection with the creation of an EMI Ringtone based on such excerpt; provided that (A) each EMI Ringtone shall only contain elements of one (1) Approved Composition (for purposes of example only, an EMI Ringtone may not include portions of two (2) or more separate Approved Compositions); (B) the Approved Composition excerpt used to create an EMI Ringtone shall be a single, continuous excerpt (for purposes of example only, such excerpt may not comprise the first ten (10) seconds and the last twenty (20) seconds of such Approved Composition); (C) no arrangement created in accordance with this paragraph 3(a)(i) shall change the basic melody or fundamental character of an Approved Composition (other than as necessarily resulting from limiting the excerpt of such Approved Composition to thirty (30) consecutive seconds); and (D) all arrangements created in accordance with this paragraph 3(a)(i) shall be subject to the provisions of paragraph 11 below;

(ii) Creation of Single Template or Server Copy. To create a template or server copy of each EMI Ringtone, which shall be "uploaded" to and reside on the Server for the sole and exclusive purpose of transmitting or distributing EMI Ringtones to end-users in accordance with the terms and conditions herein;

(iii) Sell Copies To End-Users. To sell Copies of the EMI Ringtones, on and through the Network, so that an end-user can purchase a Copy of the EMI Ringtone such that the EMI Ringtone may be embedded in his or her Wireless Device (it being understood that temporary, transient, non-permanent copies of the EMI Ringtones incidental to said transmission may be created on the Network, provided (A) no permanent copies of the EMI Ringtones are stored or cached on the Network except on the Server or on an end-user's Wireless Device and (B) if a security breach in the Network arises, Licensee shall immediately comply with any Publisher request to block access or remove from the Server any EMI Ringtone so affected);

(iv) Streaming for Promotional Purposes. For each EMI Ringtone, and subject to Licensee securing all necessary public performance licenses (as described in paragraph 8 below), to "stream" up to sixty (60) consecutive seconds of such EMI Ringtone to Subscribers in the form of a digital audio transmission for the sole purpose of previewing or demonstrating such EMI Ringtone to facilitate its purchase, sale, or licensing through the Network in accordance with this Agreement; provided that Licensee shall not sell, lease, transmit, offer, or otherwise provide any EMI Ringtone streamed in accordance with this paragraph 3(a)(iv) (including any Approved Composition incorporated therein) as a downloadable file or in any form that would allow any subscriber, caller, or other third party to create, store, or retain a copy of all or part thereof.

(b) Restrictions. Notwithstanding any other provision of this Agreement:

(i) This Agreement does not authorize or permit any use or other exploitation of any Composition by Licensee or any third party, except as expressly authorized herein. If any such use or

other exploitation is made or permitted by Licensee, this Agreement shall immediately terminate, and all rights and licenses granted to Licensee hereunder shall automatically terminate.

(ii) No license or other rights are granted herein to Licensee or any third party to use any current or future trademarks, service marks, design marks or trade names of or associated with Publisher (such marks and names, collectively, the "EMI Marks"), for any purpose. Licensee may only use the EMI Marks with the prior written approval of Publisher.

(c) With respect to any Approved Composition of which less than one hundred percent (100%) is controlled by Publisher, prior to exercising any of the rights or licenses granted herein in such Approved Composition or any EMI Ringtone incorporating such Approved Composition, Licensee shall secure all rights and licenses from all applicable co-publisher(s) necessary to exercise, without violating the intellectual property rights or other rights of such co-publisher(s) or any third party, the rights and licenses granted herein.

(d) Nothing contained herein shall grant Licensee the right to use any particular recording of an Approved Composition.

(e) Without limiting any other provision of this Agreement, with respect to any third party rights that are necessary to be obtained by Licensee in connection with any EMI Ringtone or any recording or performance incorporated into or used to arrange any EMI Ringtone, Licensee shall be responsible for obtaining such rights at its sole expense.

4. Territory

The "Territory" covered during the Term shall be the United States and Canada.

5. Term

(a) The "Term" of this Agreement shall be one (1) year, commencing April 1, 2006 and terminating March 31, 2007. For the avoidance of doubt, the term of the prior agreement between the parties hereto regarding EMI Ringtones shall be deemed to have terminated on March 31, 2006.

(b) Notwithstanding the foregoing, EMI may terminate the entire grant of rights contained in this Agreement and/or the grant of rights with respect to a particular Website or Additional Approved Website, at any time for any reason upon thirty (30) days prior written notice to Licensee. Promptly thereafter, Licensee shall furnish Publisher with a written confirmation that it has performed any/all takedowns of EMI Ringtones from the Server necessary to comply with the applicable termination of rights by Publisher.

6. Song Placement/Royalties

(a) As used herein, "Publisher's Prorata Share" shall mean that proportion of Publisher's ownership of the applicable Composition, as set forth on the Schedule C Addendum.

(b) In consideration of the rights granted hereunder and Publisher's waiver of any advance Licensee agrees to use reasonable commercial efforts to highlight and promote EMI Ringtones prominently on the Website and place EMI Ringtones in prominent locations on the Website

(c) (i) Pursuant to the terms and conditions of paragraph 7 below, Licensee shall pay Publisher, for each Copy Sold, a royalty equal to Publisher's Prorata Share of ten percent (10%) of the retail selling price of each Copy Sold, with a minimum royalty for each Copy Sold of twelve and one-half cents ($0.125 USD) in United States Dollars.

(ii) In the event a recurring fee is charged an end-user to retain a Copy, said charge shall be deemed a royalty-bearing event. For clarity, Licensee shall pay Publisher the applicable royalty pertaining to any Copy each time a recurring payment is made to retain said Copy (or to access said EMI Ringtone embodied therein) on an end-user's Wireless Device. For purposes of calculating the royalty payable, if applicable, the recurring fee shall be deemed to be the original retail selling price and each time the Copy is thereby retained shall be considered a new "Copy Sold" and a royalty shall thereby be payable.

(iii) In the event a Copy is made to time-out on a Wireless Device and one is made to re-download or otherwise re-acquire said EMI Ringtone for reasons other than technical failure, said event shall be deemed a royalty-bearing event. For clarity, and notwithstanding the previous sentence, Licensee shall pay Publisher the applicable royalty pertaining to each Copy Sold, irrespective of whether the recipient had previously acquired the same EMI Ringtone embodied in such Copy Sold.

(iv) In the event a Copy is offered in a form other than individually (e.g., said EMI Ringtone is made available as part of a bundle or package of wireless content applications, the royalty due in connection with such Copy shall be Publisher's Pro Rata Share of the greater of: (A) twelve percent (12%) of Licensee's gross revenue (i.e., 12% of all direct and indirect consideration received by Licensee in relation to Licensee's Services, including but not limited to advertising revenue, which revenue, for clarity, is not calculated on a transactional Ringtone-by-Ringtone basis), or (B) twenty five percent (25%) of the overall publishing revenue pool (inclusive of all amounts paid or payable directly by Licensee to music publishers during the applicable accounting period), such share to be based on a ratio whose numerator is the sum of EMI's percentage shares of EMI Ringtones Sold during the applicable accounting period, and whose denominator is the total number of Ringtones Sold during the applicable accounting period, or (C) a minimum royalty of twelve and one half cents ($.125 USD) per Copy Sold; provided, however, in consideration of Publisher's relationship with Licensee and Licensee marketing obligations set forth in subparagraph 6(b) above), EMI has agreed to waive payment based on subparagraphs (A) and (B) above, and agrees to be paid solely on the basis of subparagraph (C) above.

(v) In the event a recurring transmission fee, in addition to the original EMI Ringtone purchase fee, is charged to an end-user each time an end-user hears the EMI Ringtone (e.g., a Ten Cent ($0.10) recurring transmission fee is charged to an end-user each time he/she hears an EMI Ringtone), Licensee shall pay Publisher for each such Copy Publisher's Prorata Share of Ten percent (10%) of such transmission fee, in addition to the Royalty otherwise set forth in this paragraph 6.

(d) In the event an Approved Composition is controlled less than one hundred (100%) percent by Publisher or if the Songwriter Agreements require direct payments to certain third parties, upon Publisher's request, Licensee shall make direct payments to such applicable co-publishers or other third parties.

7. Accounting

(a) Together with the payment of all applicable sums due Publisher pursuant to paragraph 6 above, Licensee shall render Publisher accounting statements on a quarterly basis, (which shall be provided electronically, along with a hard paper copy), indicating, on an EMI Ringtone-by-EMI Ringtone (including the title, writers' name(s), and applicable Publisher-supplied EMI song code for each Approved Composition), and Website-by-Website (i.e., statements to include both the Website and all Approved Additional Websites) basis, the number of Copies Sold or otherwise distributed and/or digitally delivered in each country of the Territory, within forty-five (45) days following the last day of each calendar quarter during which such rights are granted herein, whether or not Licensee sold or otherwise distributed Copies within such quarterly period. In addition, the accounting statement shall indicate, with respect to each Copy Sold, the retail selling price therefor, whether said Copy Sold was the result of a first-time

transmission or a repeat transmission/recurring charge, and any other information necessary to determine how the applicable royalty for each Copy Sold was calculated.

(b) In addition to providing quarterly accounting statements, Licensee shall, within ninety (90) days of the Effective Date, provide Publisher, upon request, with online, real-time access to the Server in order to permit the accurate identification, tracking and verification of copies of all EMI Ringtones, and any other data item to be enumerated on accounting statements pursuant to subparagraph (a) above.

(c) Licensee agrees to keep and maintain true and accurate records and books of account in connection with the sale of Copies and all transactions related thereto or otherwise contemplated under this Agreement, and shall retain all such records and books for a period of not less than four (4) years following the termination of this Agreement. Publisher, by its designated representative, shall have the right, upon reasonable written notice, and during normal office hours, to examine the books and records of Licensee, at Licensee's regular place of business where the books and records are maintained, as the same pertain to the subject matter of this Agreement and to make copies and extracts thereof. Licensee shall cooperate with Publisher's representative to assist them in understanding all such material. If, as a result of any audit, it is determined that Licensee has understated the royalties due to Publisher, Licensee shall immediately pay to Publisher the amount of such underpayment. If, as a result of any audit, it is determined that Licensee has understated the royalties due to Publisher by ten (10%) percent or more, Licensee shall pay to Publisher the amount by which royalties have been understated plus a ten percent (10%) penalty fee, and shall reimburse Publisher for the cost of the audit.

(d) All checks shall be in United States Dollars, shall be made payable to EMI Entertainment World, Inc., and unless Publisher notifies otherwise, shall be sent to the address indicated in paragraph 15 below. All accountings and payments must be received by Publisher on the date such payment and statement are due, according to the terms of this Agreement, time being of the essence hereof. No payments shall be diminished or reduced in any manner for any reason, including without limitation, any withholdings, currency restrictions, exchanges or taxes. Upon written request, Publisher shall provide Licensee with a current W-9 form for each music publishing catalog receiving payment.

(e) It is understood and agreed that there shall be no "free" or "bonus goods" of the EMI Ringtones, as such term is understood in the industry, i.e., all Copies Sold, distributed, transmitted, or delivered, regardless of price, shall bear a full royalty hereunder.

(f) Without limiting Publisher's rights and remedies hereunder, at law or in equity: (i) past-due payments are subject to and to be accompanied by payment of interest thereon at the prime rate as established on the due date by The Bank of New York plus two (2%) percent compounded daily and computed from the date(s) upon which each such payment(s) first became due until the date(s) upon which each such payment(s) is remitted to Publisher; and (ii) Licensee shall reimburse Publisher, within five (5) days from receipt of its invoice, for Publisher's reasonable attorney's fees and costs arising out of the occurrence of any Default Event (as defined in paragraph 14), including, without limitation, any failure by Licensee timely to render statements and account to Publisher with respect to royalties which accrue to Publisher in connection with Licensee's exploitation of its rights pursuant to the applicable provisions hereof.

8. No Performance Right Grant

(a) No right of public performance is granted under this Agreement, such right being licensed by the American Society of Composers, Authors and Publishers ("ASCAP"), Broadcast Music Inc. ("BMI") and the Society of European Stage Authors and Composers ("SESAC") in and for the United States.

(b) Any public performance of an Approved Composition as embodied in an EMI Ringtone, including without limitation pursuant to paragraph 3(a)(iv) above, not otherwise licensed by ASCAP and/or BMI, as applicable, shall be licensed by Licensee from Publisher or from Publisher's authorized agent. If

said license is to be secured from Publisher, Publisher agrees to negotiate in good faith and the issuance of such license shall be in accordance with the customary industry practices and fees. Irrespective of the foregoing, it is understood that clearance by performance rights societies in such portion of the Territory as is outside of the United States will be in accordance with their customary practices and the payment of their customary fees.

9. Restrictions and Reservations of Rights

(a) This Agreement does not authorize or permit any use of a Composition not expressly set forth herein and does not include the right to alter the fundamental character of the music of an Composition, and, specifically, the terms of this Agreement are limited to the use of each Approved Composition only as originally fixed in the EMI Ringtone. Publisher reserves all rights not expressly granted to Licensee hereunder. All rights granted hereunder are granted on a non-exclusive basis.

(b) No Composition may be used in a dramatic fashion, as such term is understood in the industry, or in any manner which could be considered in bad taste or offensive; i.e. each Approved Composition shall be used with regard to social convention and decency so as not to bring such Composition, the composers thereof, or Publisher into public disrepute or reflect adversely on the Composition, the composers thereof, or Publisher. No individual Composition may be used in connection with any product, any service, or in the branding, marketing, advertising or promotion of any product, service or event.

(c) Without limiting the force and effect of the foregoing, and without intending to provide an exhaustive list of prohibitive acts, this Agreement does not include the rights to: (i) rent or lease an EMI Ringtone; (ii) sell or otherwise distribute EMI Ringtones except for the personal use of individual Wireless Device owners; (iii) parody the music or lyrics of an Approved Composition; (iv) make, sell or distribute phonorecords of an Approved Composition; (v) utilize a sound recording and/or audiovisual master(s) not owned or separately licensed by Licensee; (vi) synchronize (or authorize others to synchronize) any Approved Compositions with visual images or events or include any Approved Composition in any audio-visual work, including without limitation in commercials or games; (vii) use the title of an Approved Composition except for factual and/or descriptive purposes for identifying the EMI Ringtones available to for purchase; (viii) use any Composition that is not an Approved Composition in any way; or (ix) use an Approved Composition on any broadcast/cablecast or on-line services (whether viewable in real time or downloadable) not specifically enumerated in this Agreement, or on any interactive program, platform, media or storage device, or any promotional use not specifically enumerated herein. Any occurrence of the above-noted items by Licensee or authorized by Licensee shall render all aspects of the Agreement immediately null and void and this Agreement shall terminate.

(d) Except for listing on the Network the composers' names for factual and/or descriptive purposes for identifying the EMI Ringtones available for purchase, no right whatsoever is being granted hereunder to use or authorize other Persons to use the names (including any professional names, previously, now or hereafter used), facsimile signatures, voices, likenesses or biographical material of, concerning, or regarding any of the composers of a Composition for any purpose whatsoever, including, without limitation, for purposes of exploitation of an EMI Ringtone on the Network. In no event shall a name of a composer of a Composition be featured more or less prominently than any other composer's name.

10. Warranties and Representations/Indemnity

(a) Publisher warrants only that it has the legal right, power and authority to grant this license and this license is given and accepted without any other warranty or recourse. Publisher hereby agrees to indemnify and hold harmless Licensee and its respective officers, directors, agents, and employees (hereinafter, the "Indemnitees") from and against any and all liabilities, damages, costs, charges,

recoveries, judgments, penalties, expenses or losses of whatsoever kind or nature, actually incurred by the Indemnitees (including reasonable attorneys' fees and disbursements) which may be obtained against, imposed upon or suffered by the Indemnitees or any of them, by reason of any breach by Publisher of any of its warranties or representations hereunder. In no event shall the total liability of Publisher in connection with the rights granted for each Approved Composition licensed hereunder exceed the consideration received by Publisher in connection with the licensing of said Approved Composition. Licensee will give Publisher prompt notice of any claim and Publisher will have the right to assume the defense thereof at Publisher's expense.

(b) Licensee represents and warrants that:

(i) there are no actions, suits, proceedings, agreements or other impediments, actual or threatened, which would prevent or impair it from performing its duties and obligations hereunder; and

(ii) it is fully empowered to enter into this Agreement and to perform its duties and obligations hereunder, that it is and shall at all times remain possessed of all rights necessary for it to completely fulfill all of its material obligations hereunder, and that its entering into this Agreement and fulfilling such obligations (including but not limited to maintenance of the Network) does not and shall not infringe upon the rights of any Person whatsoever; and

(iii) it will register its company and Ringtones with Nielsen Soundscan (or the applicable prevailing service(s) devoted to tracking the per-unit sales of ringtones similar to the Ringtones licensed hereunder), and Licensee shall further electronically provide Publisher (or cause Publisher to be provided) with such Nielsen reports on a quarterly basis. The electronic transmissions listed in this subparagraph shall be provided in a mutually compatible computer data format.

(c) Licensee further represents and warrants that it shall obtain or secure (and maintain during the Term) all necessary and required licenses concerning:

(i) intellectual properties furnished or selected by Licensee and contained in any materials used in connection with the marketing, sale or distribution of Ringtones as authorized hereunder, including without limitation name and likeness rights, and that said materials shall not violate or infringe upon the rights of any third party, including without limitation intellectual property rights and/or rights of privacy and publicity; and

(ii) intellectual properties furnished or selected by Licensee and contained in an EMI Ringtone not licensed hereunder including that portion of the music publishing rights in and to each Approved Composition not controlled by Publisher; and that said materials shall not violate or infringe upon the rights of any third party, including without limitation intellectual property rights and/or rights of privacy and publicity.

(d) Licensee agrees to fully indemnify Publisher and hold Publisher (and its officers, directors, and employees) harmless of and from any and all liabilities, claims, causes of actions, damages, interest, charges, recoveries, judgments, penalties, expenses or losses of whatsoever kind of nature, (including without limitation, legal expenses and counsel fees and disbursements) of any kind whatsoever which may be occasioned, suffered or incurred by Publisher, either directly or indirectly, in whole or in part, resulting from or in connection with any breach or threatened breach by Licensee of any of the terms, covenants, representations and warranties contained herein, and/or any claim by any Person inconsistent with any of the representations, warranties and covenants hereunder. In addition, Licensee will reimburse Publisher on demand for any payment made at any time after the date hereof for any liability or claim to which this clause relates that has resulted in a judgment against Publisher or which has been settled with the written consent of Licensee (which consent shall not unreasonably be

withheld). Publisher will give Licensee prompt notice of any claim and Licensee will have the right to assume the defense thereof at Licensee's expense.

11. Arrangements/Copies

All EMI Tones (including the master recordings created by Licensee not otherwise owned by record companies) shall be the sole and exclusive property of Publisher from inception, and Licensee hereby sells, assigns and transfers all right, title and interest in and to each such EMI Tone and master recording to Publisher, including without limitation all copyright registrations and applications, and all renewals and extensions thereof, throughout the world. Any arrangement(s) which Licensee shall cause to be made of an Approved Composition in the creation of an EMI Ringtone shall be made at Licensee's own expense and shall be created only as the result of employment-for-hire and such arrangement shall be "Work Made For Hire" for Publisher, as such term is used in the United States Copyright Law. Licensee hereby sells, assigns and transfers any such arrangement(s) and all right title and interest in and to each such arrangement to Publisher and the worldwide copyright and renewals and extensions of copyright therein. Licensee warrants and represents that all Persons rendering services in connection with the creation of EMI Ringtones shall have executed, prior to the commencement of creation of any EMI Ringtone to which such Persons have contributed, written agreement(s), in full compliance with the laws of the United States and other countries, stating that those EMI Ringtones and any arrangements on which such EMI Ringtones are based, are considered a work made for hire for Publisher and irrevocably assigning all such Person's rights throughout the Territory in perpetuity, including without limitation copyrights, in those EMI Ringtones and other materials to Publisher. Upon Publisher's request, Licensee will cause to be executed and delivered to Publisher all assignments and transfers of ownership of copyright (including without limitation all copyright registrations and applications, and all renewals and extensions thereof) in the EMI Ringtones and any arrangements on which such EMI Ringtones are based, and any other documents as Publisher may deem necessary or appropriate to vest in Publisher the rights granted to Publisher in this Agreement. Neither Licensee nor any arranger shall be entitled to authorship credit or status as a collaborator or any remuneration by way of royalty or otherwise from the authors of such Approved Composition or from Publisher or any of Publisher's designated agents. No arrangement shall change the basic melody of any Approved Composition.

(b) Licensee shall enable Publisher freely and without charge or expense to receive EMI Ringtones to ensure Licensee's adherence with and to the terms and conditions of this Agreement. Any such receipt by Publisher will not constitute a Copy and will not be deemed a royalty-bearing event.

12. Ownership

Except as expressly permitted in this Agreement, Licensee shall not at any time, directly or indirectly, license, transfer, assign, sell or otherwise dispose of, pledge, mortgage or in any way encumber any Composition or any interest of any kind therein, and/or any right or license granted hereunder and any such purported license, transfer, assignment, sale, disposal, pledge, mortgage or encumbrance shall be void and of no effect.

13. No Partnership

Nothing herein contained shall create any association, partnership, joint venture or relationship of principal and agent between the parties hereto; it being understood that the parties hereto are, with respect to each other, independent contractors, and neither party shall have any authority to bind the other or the other's representatives in any way and shall not hold itself out to any Person as having authority.

14. Event of Default/Cure

(a) As used herein, the term "Event of Default" shall mean any of the following events: (i) Licensee's failure or inability to fulfill any of its material obligations hereunder for any reason; (ii) Licensee's dissolution or the liquidation of any substantial portion of its assets; (iii) the filing by or against Licensee of a petition for liquidation or reorganization or the commencement of an action against it under any applicable bankruptcy or insolvency legislation as now or hereafter in effect or under any similar statute relating to liquidation or reorganization or Licensee's consenting to any of the foregoing; (iv) the appointment of a trustee, receiver, custodian or similar appointee for Licensee for any of its property or Licensee consenting to any such appointment; (v) Licensee's making of an assignment for the benefit of creditors; (vi) Licensee becoming insolvent; (vii) Licensee's failure to pay, or admission in writing of its inability to pay, its debts as they come due; (viii) Licensee's receipt of a "going concern" notification or similar qualification; (ix) a reduction of ten percent (10%) or more in Licensee's workforce; (x) Licensee's report of a quarterly loss for four (4) consecutive quarters; or (xi) any action by Licensee which jeopardizes any material right or remedy of Publisher hereunder. In the event that any of the matters described in this paragraph 14(a) occurs, Licensee shall provide prompt written notice thereof to Publisher.

(b) Without limiting or affecting the rights or remedies which Publisher may have under this Agreement or at law or equity, with respect to Licensee's obligations under this Agreement, it is agreed that if an Event of Default occurs or in the event of a breach on the part of Licensee, Publisher may notify Licensee in writing of such default or breach and Licensee shall have ten (10) business days from receipt of such notice in which to cure such Event of Default or breach. If such breach or Event of Default is not curable or is not cured within said ten (10) business day period, this Agreement shall automatically terminate and Licensee shall be deemed to have automatically and irrevocably assigned and transferred to Publisher, without further consideration, all right, title and interest in and to all EMI Ringtones (including the master recordings created by Licensee not otherwise owned by record companies), to the extent that such rights and interests have not already been assigned to or vested in Publisher; provided, however, that with respect to any breach or default concerning the payment of any monies whatsoever, this Agreement shall automatically terminate and the aforesaid assignment and vesting shall occur if such particular breach is not remedied within five (5) business days from the date of the notice. Publisher, in the event of any automatic termination under this paragraph and without prejudice to any other rights and remedies, shall have rights and remedies for copyright infringement, including injunctive relief.

(c) The termination of this Agreement pursuant to this paragraph shall render the further exploitation of an EMI Ringtone actionable as an act of copyright infringement fully subject to the remedies provided by the Copyright Act, Title 17, of the United States Code, together with other legal and equitable remedies available to Publisher.

15. Notices

Any and all notices, consents, approvals, demands, other communications and payments hereunder shall be hand delivered or sent by certified mail, return receipt requested, at the address below (or at such other address hereafter designated by either party in writing) as follows:

To Publisher: EMI Entertainment World, Inc.
810 Seventh Avenue
New York, New York 10019
Attention: Accounts Payable (payments only)
Attention: Music Services Licensing (all other communications)

To Licensee: As set forth in the heading of this Agreement.

Any notice shall be deemed complete when the same (containing whatever information may be required hereunder) is deposited in any mail box properly addressed and sent as aforesaid, except that: (a) all materials personally delivered shall be deemed served when actually received by the party to whom addressed; (b) air express materials shall be deemed served on the day of delivery to the air express company; (c) notices of change of address shall be effective only from the date of receipt; and (d) royalty statements may be sent by regular mail and shall be deemed rendered when actually received by Publisher.

16. Governing Law

This Agreement has been entered into and delivered in the State of New York and the validity, interpretation and legal effect of this Agreement shall be governed by and construed in accordance with the internal laws of the State of New York applicable to contracts entered into and performed entirely within the State of New York. Only the New York courts (state and federal) will have jurisdiction over any controversies regarding this Agreement, and the transactions contemplated by this Agreement; any action or other proceeding which involves such a controversy will be brought in those courts, in New York County, and not elsewhere. Licensee hereby irrevocably submits to the jurisdiction of the New York courts (state and federal) in any such action or proceeding and irrevocably waives any right to contest the jurisdiction (in rem or in personam) or power or decision of that court within or without the United States other than appropriate appellate courts having jurisdiction over appeals from such court(s). Licensee also irrevocably waives any defense of inconvenient forum to the maintenance of any such action or proceeding. Any process in any action or proceeding may, among other methods, be served upon Licensee by delivering or mailing it in accordance with paragraph 15. Any such delivery or mail service shall be deemed to have the same force and effect as personal service within the State of New York.

17. Assignment; Change of Control

This Agreement, and the rights, opportunities and obligations created pursuant to this Agreement, are not assignable or transferable in any manner by Licensee, nor shall Licensee sublicense or delegate any of its rights or obligations without the prior written consent of Publisher, not to be unreasonably withheld. EMI may assign this Agreement and any of its rights hereunder in whole or in part to any Person which controls, which is controlled by, or which is under common control with, EMI and/or each such Publisher or which is in partnership with EMI and/or each such Publisher; and/or to any parent, affiliated or subsidiary company or corporation, or to a Person owning, or acquiring, all or a substantial part of EMI and/or each such Publisher's stock and/or assets or with whom EMI and/or each such Publisher may merge or be merged, in which case Licensee shall not be released from its obligations hereunder.

18. Confidentiality; Publicity

Licensee and EMI agree that all information with respect to this agreement, whether furnished by EMI to Licensee or otherwise acquired by Licensee in the course of business with EMI, shall be kept confidential. Such information shall not be disclosed at any time to any Person except to the extent required by an order of a court or other tribunal having jurisdiction or pursuant to rules and regulations of a governmental body. Notwithstanding the foregoing, the parties acknowledge and agree that in certain situations, such as where copublishers of an Approved Composition, publishers of other compositions and/or master owners require a favored nations provision, the information contained in this Agreement may have to be divulged with respect to monies payable and rights granted. Licensee and EMI may not use the other party's name in news releases, articles, brochures and marketing and/or promotional materials, without the other party's prior written approval.

19. Entire Agreement

(a) This Agreement sets forth the entire understanding between the parties hereto with

respect to the subject matter hereof, and merges and extinguishes all prior understandings, negotiations, and agreements. No amendment to or modification, waiver, termination, or discharge of this Agreement or of any provision hereof shall be binding unless confirmed by a written instrument duly executed by the party to be charged therewith. Any process in any action, suit, or proceeding arising out of or relating to this Agreement may, among other methods, be served upon the applicable party by delivering it or mailing it in accordance with paragraph 15 above. No waiver of any provision of or default under this Agreement shall affect the right of either party thereafter to enforce such provision or to exercise any right or remedy in the event of any other default, whether or not similar.

(b) If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not essential to the intended operation of this Agreement.

20. Miscellaneous

This Agreement shall apply for the Term hereof only, and shall not be binding upon or prejudicial to any position taken by Publisher or Licensee for any period subsequent to the Term of this Agreement. The captions of paragraphs contained in this Agreement are for reference only and are not to be construed in any way as a part of the Agreement. This Agreement shall not become effective until executed by all proposed parties hereto.

IN WITNESS WHEREOF, the parties have caused the foregoing to be executed as of the date first above written.

EMI Entertainment World, Inc.

By: _____
Publisher

DADAMobile Inc.

By: _____
Licensee

SCHEDULE B
(pursuant to paragraph 1(o))
ADDENDUM OF RIGHTS

ADDENDUM to the Agreement dated April 1, 2006, by and between EMI Entertainment World, Inc. and DADAMobile Inc. (the "Agreement"), to be effective as of the date hereof, to make the following additional Website(s) constitute Approved Website(s), and thus part of the Network.

1. The URL(s) of the Website(s) proposed for approval pursuant to this Addendum, and the date on which EMI Ringtones first shall be marketed thereon, is/are:

http://www._____.com Date: _____

2. All terms not defined herein shall have the same meaning given them in the Agreement. Except as expressly or by necessary implication modified hereby, the terms of the Agreement are hereby ratified and affirmed without limitation or exception.

IN WITNESS WHEREOF, the parties have caused the foregoing ADDENDUM to be executed as of this _____ day of _____, 200_.

EMI Entertainment World, Inc. DADAMobile Inc.

By: _____ By: _____
Publisher Licensee

SCHEDULE C
(pursuant to paragraph 2(b))
ADDENDUM OF RIGHTS

ADDENDUM to the Agreement dated April 1, 2006, by and between EMI Entertainment World, Inc. and DADAMobile Inc. (the "Agreement"), to be effective as of the date hereof covering the use of the Compositions listed below:

1. The Composition(s) subject to this Addendum is/are:

   ["TITLE"] composed by ["WRITER(S)" (%)].

2. The Territory shall be as per the Agreement, [excluding, in the case of the Composition entitled _____, the country(ies) of _____.]

3. All terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused the foregoing ADDENDUM to be executed as of this _____ day of _____, 200_.

EMI Entertainment World, Inc.

By: _____
Publisher

DADAMobile Inc.

By: _____
Licensee

Ringtone License

THIS AGREEMENT (the "Agreement") is made as of June 13, 2006 ("Effective Date"), by and between 3gforfree.com, Attn: Ian Dunn, 7930 West 4th Street, Los Angeles, CA 90048 ("Licensee"), and EMI Entertainment World, Inc., 810 Seventh Avenue, New York, New York 10019. All capitalized terms in this Agreement are defined in paragraph 1 below, unless otherwise indicated.

WHEREAS, Whereas EMI Entertainment World, Inc. owns or controls the music publishing rights in certain compositions in certain music publishing catalogs, as further specified on Schedule A, attached hereto (hereafter EMI Entertainment World, Inc. and such music publishing catalog(s) are individually and collectively referred to as "Publisher"); and

WHEREAS, Licensee has made unlicensed infringing uses of the Compositions; and

WHEREAS, Licensee desires to obtain and Publisher desires to grant a license in settlement of the infringement and to arrange and record one or more Approved Composition(s) for the sole purpose of creating EMI Ringtones that may be distributed whereby an end-user can receive a copy of the EMI Ringtone into a Wireless Device ("Licensee's Service"), solely in the manner provided herein and in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. Definitions

As used in this Agreement, the following terms will have the meanings set forth below:

(a) "Composition" means a musical composition which is owned and/or controlled in whole or in part by Publisher, and which is made available, in Publisher's discretion and subject to Publisher's written approval, to Licensee subject to the terms and conditions set forth in this Agreement and subject to any restrictions imposed by Publisher or by any Songwriter Agreements; provided that with respect to any Composition which is or may be owned or controlled by Publisher only in part, the term "Composition" shall refer only to that portion of the musical composition owned or controlled by Publisher. "Approved Composition" means a Composition which, pursuant to paragraph 2 below, has been approved by Publisher as an Approved Composition available for use by Licensee in accordance with the terms and conditions of this Agreement.

(b) "Copy," means a digital transmission(s) or electronic distribution(s) of a single Approved Composition contained in an EMI Ringtone to an end-user.

(c) "Copies Sold" and "sales" mean one hundred (100%) percent of those Copies digitally transmitted or otherwise electronically distributed to end-users (including without limitation to an end-user's Wireless Device).

(d) "Dollars" and "Cents" mean United States Dollars and Cents.

(e) "EMI Ringtone" means a Ringtone that features the digital transmission of an Approved Composition, the length of which shall not exceed sixty (60) consecutive seconds, solely in connection with Licensee's Service and in accordance with the terms and conditions of this Agreement.

(f) "end-user" means a Wireless Device owner, user, or customer who legally procures from Licensee the sale or distribution of an EMI Ringtone, for that period of time only during which such transmission right has been legally procured.

(g) "Network" means the Website and Approved Additional Websites on which EMI Ringtones will be made available to end-users, as served from and through the Server, via a range of service channels including Internet, cable, satellite, web, WAP, SMS, or cellular transmission. Licensee at all times shall institute security measures with respect to all aspects of its Network(s) that: (i) prevent any EMI Ringtones or any underlying Authorized Composition from being copied, played, distributed, transmitted, performed, used or exploited, in whole or in part, in any format or by any means other than in the format and by the means permitted by Publisher hereunder; (ii) prevent unauthorized reproduction and distribution of all EMI Ringtones and any underlying Authorized Compositions; (iii) are sufficient, as determined by Publisher, to track and enforce the use limitations and other restrictions described in this Agreement; and (iv) meet or exceed current industry standards as they exist from time to time for the licensed delivery of music via digital transmission (including, without limitation, anti-virus, firewall, password, and anti-hacking protections).

(h) "Person" means any individual, corporation, partnership, association or other organized group or combination of any or all of the foregoing, and their legal successors or representatives.

(i) "Ringtone" means any data that resides or is stored in (whether temporarily or permanently), or which is transmitted to, a Wireless Device, which data causes a predetermined instrumental melodic sequence of a musical composition to be reproduced, performed, and/or played for purposes of announcing an incoming call on such Wireless Device. For the avoidance of doubt, "Ringtone" shall not include (and this Agreement shall not be deemed to grant Licensee any rights to use Compositions in or as), inter alia, Ringbacks or Ringback tones, and/or data that: (i) embodies a master sound recording of the Composition (as may be licensed by a record company or other third party), or (ii) embodies vocal and/or human instrumental performances (e.g., so-called "mastertones" or "trutones"), or (iii) embodies any visual or audiovisual element (e.g., so-called "enhanced" ringtones).

(j) "Ringbacks" or "Ringback tones" means the distribution or transmission of a musical composition to a Wireless Device or telephone for the purpose of notifying a caller that the call recipient is being alerted to the incoming call.

(k) "Server" means Licensee's proprietary Internet server which shall be located within the Territory, on which templates of the EMI Ringtones licensed hereunder will exclusively reside, and from which the EMI Ringtones will be digitally transmitted or distributed to end-users through the Network. For purposes of clarification, no EMI Ringtone shall be offered for sale through the Website or through an Approved Additional Website and permanently stored in an end-user's Wireless Device without first being transmitted from and through the Server.

(l) "Songwriter Agreement(s)" shall mean those agreements pursuant to which Publisher has acquired rights with respect to any Composition.

(m) "Term" has the meaning set forth in paragraph 5(a) below.

(n) "Territory" has the meaning set forth in paragraph 4 below.

(o) "Website" means a collection of interconnected hypertext markup language documents accessible at a single Universal Resource Locator ("URL") via the World Wide Web, owned and operated by the same Person or at the sole direction of such Person. "Approved Website(s)" means the Website(s) approved by Publisher in its sole discretion from which Licensee intends to advertise and market the sale of EMI Ringtones. Approved Websites include those Websites having the URL(s) [ ]. In the event Licensee desires a Website to become an Approved Website, Licensee shall complete, execute and submit to Publisher two (2) copies of an Addendum in the form set forth in Schedule B, and if Publisher returns to Licensee a counter-executed copy of the Addendum (which Publisher may elect to do in its sole

discretion), said Website shall be deemed an Approved Website. Licensee shall reasonably cooperate with respect to Publisher's further inquiries concerning any Website(s) proposed by Licensee, including without limitation, the nature of business conducted on said Website(s) and by the Person(s) owning and operating or directing the operation of such Website(s), and the accounting and reporting procedures in place between Licensee and the Person(s) owning and operating or directing the operation of such Website(s).

(p) "Wireless Device" means a mobile telephone or a hybrid handheld wireless device that incorporates the telephony of a mobile telephone and that operates on a wireless communications network regulated by the U.S. Federal Communications Commission in accordance with its rules and regulations governing commercial mobile radio services. Wireless Devices do not include, without limitation, toys, or games.

(q) Each other expression used herein, unless herein separately defined, shall have the meaning commonly understood in the music publishing industry.

2. Supply of Compositions

(a) The Compositions listed on Schedule A hereto (hereby incorporated herein by this reference) as of the Effective Date are deemed to be Approved Compositions for purposes of this Agreement. From time to time during the Term, Schedule A may be amended by Publisher in its discretion, in which event Publisher shall provide Licensee with a written copy of such revised Schedule A, and upon Licensee's receipt of such revised Schedule A, the Compositions listed on such revised Schedule A shall be deemed to be Approved Compositions for purposes of this Agreement (and to the extent that any Approved Compositions from an earlier version of Schedule A are not listed on such revised Schedule A, such Compositions shall no longer be deemed to be Approved Compositions for purposes of this Agreement). Publisher will use reasonable efforts to clearly indicate for Licensee any additions, deletions and/or corrections to the list of Compositions set forth in any revised Schedule A that is provided to Licensee.

(b) Following the execution of this Agreement and throughout the Term, Licensee may seek Publisher's approval of Compositions that do not appear on Schedule A for use as Approved Compositions for purposes of the creation and transmission of EMI Ringtones. In such event, Licensee shall notify Publisher in writing of said requested Compositions. If Publisher agrees to consider the approval of such requested Composition(s), it shall provide written notice thereof to Licensee who shall complete, execute and submit to Publisher two (2) copies of an Addendum in the form set forth in Schedule C, and if Publisher returns to Licensee a counter-executed copy of the Addendum (which Publisher may elect to do in its sole discretion), the Compositions set forth in such Addendum shall be deemed Approved Compositions for purposes of this Agreement and the then-current version of Schedule A shall be deemed amended to include such Approved Compositions.

(c) Publisher reserves the right, in its sole discretion, to refuse to approve any Composition(s) for use as Approved Composition(s). For purposes of example, but without limitation, except as otherwise expressly provided by Publisher, as of the Effective Date and throughout the Term, Compositions written in whole or in part by Tracy Chapman, John Lennon, Jeff Lynne, James Taylor, and the members of the recording artists known as Aerosmith, Foo Fighters, Nirvana, Red Hot Chili Peppers, Tool, the Mars Volta, A Perfect Circle and Savage Garden, and the Composition "You've Got A Friend" (King) are not, and shall not become, Approved Compositions.

(d) Notwithstanding anything to the contrary contained in this Agreement, Licensee shall remove any EMI Ringtone(s) from the Network(s) within seven (7) business days after Licensee's receipt of notice from Publisher requesting such removal, and as of the end of such seven (7) business day period, and thereafter throughout the Term, Licensee shall not sell, transmit, or otherwise use or exploit

such EMI Ringtone(s), and shall not permit third parties to do any of the foregoing, for any purpose without Publisher's prior written consent.

3. Grant of Rights

(a) License Grant to Licensee. Subject to the terms and conditions of this Agreement and provided that Licensee has fully complied with such terms and conditions, Publisher hereby grants to Licensee the following non-exclusive, non-transferable limited rights solely during the Term and solely in the Territory:

(i) Arrangement and Recording. For each Approved Composition, to arrange and record, at Licensee's sole expense, one (1) excerpt of such Approved Composition, comprising up to thirty (30) consecutive seconds of such Approved Composition, for use solely in connection with the creation of an EMI Ringtone based on such excerpt; provided that (A) each EMI Ringtone shall only contain elements of one (1) Approved Composition (for purposes of example only, an EMI Ringtone may not include portions of two (2) or more separate Approved Compositions); (B) the Approved Composition excerpt used to create an EMI Ringtone shall be a single, continuous excerpt (for purposes of example only, such excerpt may not comprise the first ten (10) seconds and the last twenty (20) seconds of such Approved Composition); (C) no arrangement created in accordance with this paragraph 3(a)(i) shall change the basic melody or fundamental character of an Approved Composition (other than as necessarily resulting from limiting the excerpt of such Approved Composition to thirty (30) consecutive seconds); and (D) all arrangements created in accordance with this paragraph 3(a)(i) shall be subject to the provisions of paragraph 11 below;

(ii) Creation of Single Template or Server Copy. To create a template or server copy of each EMI Ringtone, which shall be "uploaded" to and reside on the Server for the sole and exclusive purpose of transmitting or distributing EMI Ringtones to end-users in accordance with the terms and conditions herein;

(iii) Sell Copies To End-Users. To sell Copies of the EMI Ringtones, on and through the Network, so that an end-user can purchase a Copy of the EMI Ringtone such that the EMI Ringtone may be embedded in his or her Wireless Device (it being understood that temporary, transient, non-permanent copies of the EMI Ringtones incidental to said transmission may be created on the Network, provided (A) no permanent copies of the EMI Ringtones are stored or cached on the Network except on the Server or on an end-user's Wireless Device and (B) if a security breach in the Network arises, Licensee shall immediately comply with any Publisher request to block access or remove from the Server any EMI Ringtone so affected);

(iv) Streaming for Promotional Purposes. For each EMI Ringtone, and subject to Licensee securing all necessary public performance licenses (as described in paragraph 8 below), to "stream" up to sixty (60) consecutive seconds of such EMI Ringtone to Subscribers in the form of a digital audio transmission for the sole purpose of previewing or demonstrating such EMI Ringtone to facilitate its purchase, sale, or licensing through the Network in accordance with this Agreement; provided that Licensee shall not sell, lease, transmit, offer, or otherwise provide any EMI Ringtone streamed in accordance with this paragraph 3(a)(iv) (including any Approved Composition incorporated therein) as a downloadable file or in any form that would allow any subscriber, caller, or other third party to create, store, or retain a copy of all or part thereof.

(b) Restrictions. Notwithstanding any other provision of this Agreement:

(i) This Agreement does not authorize or permit any use or other exploitation of any Composition by Licensee or any third party, except as expressly authorized herein. If any such use or other exploitation is made or permitted by Licensee, this Agreement shall immediately terminate, and all rights and licenses granted to Licensee hereunder shall automatically terminate.

(ii) No license or other rights are granted herein to Licensee or any third party to use any current or future trademarks, service marks, design marks or trade names of or associated with Publisher (such marks and names, collectively, the "EMI Marks"), for any purpose. Licensee may only use the EMI Marks with the prior written approval of Publisher.

(c) With respect to any Approved Composition of which less than one hundred percent (100%) is controlled by Publisher, prior to exercising any of the rights or licenses granted herein in such Approved Composition or any EMI Ringtone incorporating such Approved Composition, Licensee shall secure all rights and licenses from all applicable co-publisher(s) necessary to exercise, without violating the intellectual property rights or other rights of such co-publisher(s) or any third party, the rights and licenses granted herein.

(d) Nothing contained herein shall grant Licensee the right to use any particular recording of an Approved Composition.

(e) Without limiting any other provision of this Agreement, with respect to any third party rights that are necessary to be obtained by Licensee in connection with any EMI Ringtone or any recording or performance incorporated into or used to arrange any EMI Ringtone, Licensee shall be responsible for obtaining such rights at its sole expense.

4. Territory

The "Territory" covered during the Term shall be the United States, its territories and possessions, and Canada.

5. Term

(a) The "Term" of this Agreement shall be one (1) year, commencing on the date hereof.

(b) Notwithstanding the foregoing, EMI may terminate the entire grant of rights contained in this Agreement and/or the grant of rights with respect to a particular Website or Additional Approved Website, at any time for any reason upon thirty (30) days prior written notice to Licensee. Promptly thereafter, Licensee shall furnish Publisher with a written confirmation that it has performed any/all takedowns of EMI Ringtones from the Server necessary to comply with the applicable termination of rights by Publisher.

(c) Notwithstanding the foregoing, subject to payment of the Settlement Fee (defined below), the rights herein granted shall include Licensee's sale or distribution of Compositions hereunder retroactively to Licensee's first such sale or distribution.

(d)

6. Advance / Royalties

(a) As used herein, "Publisher's Prorata Share" shall mean that proportion of Publisher's ownership of the applicable Composition, as set forth on the Schedule C Addendum.

(b) In consideration of the rights granted hereunder, upon execution of this Agreement Licensee shall pay to Publisher the sum of fifty thousand dollars ($50,000) in settlement of past infringing sales of Compositions (the "Settlement Fee").

(c) (i) Pursuant to the terms and conditions of paragraph 7 below, Licensee shall pay Publisher for each Copy Sold a royalty equal to Publisher's Prorata Share of twelve percent (12%) of the retail selling price of each Copy Sold, with a minimum royalty for each Copy Sold of 12.5 Cents ($0.125).

(ii). In the event a recurring fee is charged an end-user to retain a Copy, said charge shall be deemed a royalty-bearing event. For clarity, Licensee shall pay Publisher the applicable royalty pertaining to any Copy each time a recurring payment is made to retain said Copy (or to access said EMI Ringtone embodied therein) on an end-user's Wireless Device. For purposes of calculating the royalty payable, if applicable, the recurring fee shall be deemed to be the original retail selling price and each time the Copy is thereby retained shall be considered a new "Copy Sold" and a royalty shall thereby be payable.

(iii) In the event a Copy is made to time-out on a Wireless Device and one is made to re-download or otherwise re-acquire said EMI Ringtone for reasons other than technical failure, said event shall be deemed a royalty-bearing event. For clarity, and notwithstanding the previous sentence, Licensee shall pay Publisher the applicable royalty pertaining to each Copy Sold, irrespective of whether the recipient had previously acquired the same EMI Ringtone embodied in such Copy Sold.

(iv) In the event a Copy is offered in a form other than individually (e.g., said EMI Ringtone is made available as part of a bundle or package of wireless content applications, the royalty due in connection with such Copy shall be Publisher's Pro Rata Share of the greater of: (A) TEN (10%) percent of a fraction whose numerator equals the bundle's sale price and whose denominator equals the number of royalty-bearing content applications, or (B) the minimum royalty for each Copy Sold set forth paragraph 6(c)(i) above. By way of example, if Licensee charges $10 for a bundle of eight (8) royalty-bearing content applications (one of which is a Copy), then the royalty applicable to said Copy shall be Publisher's Prorata Share of $0.125, i.e., 10% of ($10 ÷ 8).

(v) In the event a recurring transmission fee, in addition to the original EMI Ringtone purchase fee, is charged to an end-user each time an end-user hears the EMI Ringtone (*e.g.*, a Ten Cent ($0.10) recurring transmission fee is charged to an end-user each time he/she hears an EMI Ringtone), Licensee shall pay Publisher for each such Copy Publisher's Prorata Share of Ten percent (10%) of such transmission fee, in addition to the Royalty otherwise set forth in this paragraph 6.

(d) In the event an Approved Composition is controlled less than one hundred (100%) percent by Publisher or if the Songwriter Agreements require direct payments to certain third parties, upon Publisher's request, Licensee shall make direct payments to such applicable co-publishers or other third parties.

(e) During the Term, on a prorata basis, in the event Licensee agrees to pay to a music publisher (including a co-publisher of an Approved Composition), compensation or consideration in excess of the compensation or consideration to be paid to Publisher hereunder (collectively, "Excess Compensation"), then effective as of the date of such agreement, Licensee shall immediately pay to Publisher an amount equal to such Excess Compensation and this Agreement shall be deemed amended effective as of the date of such agreement to include such more favorable compensation provision. Upon request, Licensee shall supply to Publisher copies of all agreements between Licensee and third party licensors by which rights are granted for the use of musical compositions (including Approved Compositions) in Ringtones.

7. Accounting

(a) Together with the payment of all applicable sums due Publisher pursuant to paragraph 6 above, Licensee shall render Publisher accounting statements on a quarterly basis, (which shall be provided electronically, along with a hard paper copy), indicating, on an EMI Ringtone-by-EMI Ringtone (including the title, writers' name(s), and applicable Publisher-supplied EMI song code for each Approved Composition), and Website-by-Website (i.e. statements to include both the Website and all Approved Additional Websites) basis, the number of Copies Sold or otherwise distributed and/or digitally delivered in each country of the Territory, within forty-five (45) days following the last day of each calendar quarter during which such rights are granted herein, whether or not Licensee sold or otherwise distributed Copies within such quarterly period. In addition, the accounting statement shall indicate, with respect to each Copy Sold, the retail selling price therefor, whether said Copy Sold was the result of a first-time

transmission or a repeat transmission/recurring charge, and any other information necessary to determine how the applicable royalty for each Copy Sold was calculated.

(b) In addition to providing quarterly accounting statements, Licensee shall, within ninety (90) days of the Effective Date, provide Publisher, upon request, with online, real-time access to the Server in order to permit the accurate identification, tracking and verification of copies of all EMI Ringtones, and any other data item to be enumerated on accounting statements pursuant to subparagraph (a) above.

(c) Licensee agrees to keep and maintain true and accurate records and books of account in connection with the sale of Copies and all transactions related thereto or otherwise contemplated under this Agreement, and shall retain all such records and books for a period of not less than four (4) years following the termination of this Agreement. Publisher, by its designated representative, shall have the right, upon reasonable written notice, and during normal office hours, to examine the books and records of Licensee, at Licensee's regular place of business where the books and records are maintained, as the same pertain to the subject matter of this Agreement and to make copies and extracts thereof. Licensee shall cooperate with Publisher's representative to assist them in understanding all such material. If, as a result of any audit, it is determined that Licensee has understated the royalties due to Publisher, Licensee shall immediately pay to Publisher the amount of such underpayment. If, as a result of any audit, it is determined that Licensee has understated the royalties due to Publisher by ten (10%) percent or more, Licensee shall pay to Publisher the amount by which royalties have been understated plus a ten percent (10%) penalty fee, and shall reimburse Publisher for the cost of the audit.

(d) All checks shall be in United States Dollars, shall be made payable to EMI Entertainment World, Inc., and unless Publisher notifies otherwise, shall be sent to the address indicated in paragraph 15 below. All accountings and payments must be received by Publisher on the date such payment and statement are due, according to the terms of this Agreement, time being of the essence hereof. No payments shall be diminished or reduced in any manner for any reason, including without limitation, any withholdings, currency restrictions, exchanges or taxes. Upon written request, Publisher shall provide Licensee with a current W-9 form for each music publishing catalog receiving payment.

(e) It is understood and agreed that there shall be no "free" or "bonus goods" of the EMI Ringtones, as such term is understood in the industry, i.e., all Copies Sold, distributed, transmitted, or delivered, regardless of price, shall bear a full royalty hereunder.

(f) Without limiting Publisher's rights and remedies hereunder, at law or in equity: (i) past-due payments are subject to and to be accompanied by payment of interest thereon at the prime rate as established on the due date by The Bank of New York plus two (2%) percent compounded daily and computed from the date(s) upon which each such payment(s) first became due until the date(s) upon which each such payment(s) is remitted to Publisher; and (ii) Licensee shall reimburse Publisher, within five (5) days from receipt of its invoice, for Publisher's reasonable attorney's fees and costs arising out of the occurrence of any Default Event (as defined in paragraph 14), including, without limitation, any failure by Licensee timely to render statements and account to Publisher with respect to royalties which accrue to Publisher in connection with Licensee's exploitation of its rights pursuant to the applicable provisions hereof.

8. No Performance Right Grant

(a) No right of public performance is granted under this Agreement, such right being licensed by the American Society of Composers, Authors and Publishers ("ASCAP"), Broadcast Music Inc. ("BMI") and the Society of European Stage Authors and Composers ("SESAC") in and for the United States.

(b) Any public performance of an Approved Composition as embodied in an EMI Ringtone, including without limitation pursuant to paragraph 3(a)(iv) above, not otherwise licensed by ASCAP and/or BMI, as applicable, shall be licensed by Licensee from Publisher or from Publisher's authorized agent. If said license is to be secured from Publisher, Publisher agrees to negotiate in good faith and the issuance of such license shall be in accordance with the customary industry practices and fees. Irrespective of the foregoing, it is understood that clearance by performance rights societies in such portion of the Territory

as is outside of the United States will be in accordance with their customary practices and the payment of their customary fees.

9. Restrictions and Reservations of Rights

(a) This Agreement does not authorize or permit any use of a Composition not expressly set forth herein and does not include the right to alter the fundamental character of the music of an Composition, and, specifically, the terms of this Agreement are limited to the use of each Approved Composition only as originally fixed in the EMI Ringtone. Publisher reserves all rights not expressly granted to Licensee hereunder. All rights granted hereunder are granted on a non-exclusive basis.

(b) No Composition may be used in a dramatic fashion, as such term is understood in the industry, or in any manner which could be considered in bad taste or offensive; i.e. each Approved Composition shall be used with regard to social convention and decency so as not to bring such Composition, the composers thereof, or Publisher into public disrepute or reflect adversely on the Composition, the composers thereof, or Publisher. No individual Composition may be used in connection with any product, any service, or in the branding, marketing, advertising or promotion of any product, service or event.

(c) Without limiting the force and effect of the foregoing, and without intending to provide an exhaustive list of prohibitive acts, this Agreement does not include the rights to: (i) rent or lease an EMI Ringtone; (ii) sell or otherwise distribute EMI Ringtones except for the personal use of individual Wireless Device owners; (iii) parody the music or lyrics of an Approved Composition; (iv) make, sell or distribute phonorecords of an Approved Composition; (v) utilize a sound recording and/or audiovisual master(s) not owned or separately licensed by Licensee; (vi) synchronize (or authorize others to synchronize) any Approved Compositions with visual images or events or include any Approved Composition in any audio-visual work, including without limitation in commercials or games; (vii) use the title of an Approved Composition except for factual and/or descriptive purposes for identifying the EMI Ringtones available to for purchase; (viii) use any Composition that is not a Approved Composition in any way; or (ix) use an Approved Composition on any broadcast/cablecast or on-line services (whether viewable in real time or downloadable) not specifically enumerated in this Agreement, or on any interactive program, platform, media or storage device, or any promotional use not specifically enumerated herein. Any occurrence of the above-noted items by Licensee or authorized by Licensee shall render all aspects of the Agreement immediately null and void and this Agreement shall terminate.

(d) Except for listing on the Network the composers' names for factual and/or descriptive purposes for identifying the EMI Ringtones available for purchase; no right whatsoever is being granted hereunder to use or authorize other Persons to use the names (including any professional names, previously, now or hereafter used), facsimile signatures, voices, likenesses or biographical material of, concerning, or regarding any of the composers of a Composition for any purpose whatsoever, including, without limitation, for purposes of exploitation of an EMI Ringtone on the Network. In no event shall a name of a composer of a Composition be featured more or less prominently than any other composer's name.

10. Warranties and Representations/Indemnity

(a) Publisher warrants only that it has the legal right, power and authority to grant this license and this license is given and accepted without any other warranty or recourse. Publisher hereby agrees to indemnify and hold harmless Licensee and its respective officers, directors, agents, and employees (hereinafter, the "Indemnitees") from and against any and all liabilities, damages, costs, charges, recoveries, judgments, penalties, expenses or losses of whatsoever kind or nature, actually incurred by the Indemnitees (including reasonable attorneys' fees and disbursements) which may be obtained against, imposed upon or suffered by the Indemnitees or any of them, by reason of any breach by

Publisher of any of its warranties or representations hereunder. In no event shall the total liability of Publisher in connection with the rights granted for each Approved Composition licensed hereunder exceed the consideration received by Publisher in connection with the licensing of said Approved Composition. Licensee will give Publisher prompt notice of any claim and Publisher will have the right to assume the defense thereof at Publisher's expense.

(b) Licensee represents and warrants that:

(i) there are no actions, suits, proceedings, agreements or other impediments, actual or threatened, which would prevent or impair it from performing its duties and obligations hereunder; and

(ii) it is fully empowered to enter into this Agreement and to perform its duties and obligations hereunder, that it is and shall at all times remain possessed of all rights necessary for it to completely fulfill all of its material obligations hereunder, and that its entering into this Agreement and fulfilling such obligations (including but not limited to maintenance of the Network) does not and shall not infringe upon the rights of any Person whatsoever; and

(iii) it will register its company and Ringtones with Nielsen Soundscan (or the applicable prevailing service(s) devoted to tracking the per-unit sales of ringtones similar to the Ringtones licensed hereunder), and Licensee shall further electronically provide Publisher (or cause Publisher to be provided) with such Nielsen reports on a quarterly basis. The electronic transmissions listed in this subparagraph shall be provided in a mutually compatible computer data format.

(c) Licensee further represents and warrants that it shall obtain or secure (and maintain during the Term) all necessary and required licenses concerning:

(i) intellectual properties furnished or selected by Licensee and contained in any materials used in connection with the marketing, sale or distribution of Ringtones as authorized hereunder, including without limitation name and likeness rights, and that said materials shall not violate or infringe upon the rights of any third party, including without limitation intellectual property rights and/or rights of privacy and publicity; and

(ii) intellectual properties furnished or selected by Licensee and contained in an EMI Ringtone not licensed hereunder including that portion of the music publishing rights in and to each Approved Composition not controlled by Publisher; and that said materials shall not violate or infringe upon the rights of any third party, including without limitation intellectual property rights and/or rights of privacy and publicity.

(d) Licensee agrees to fully indemnify Publisher and hold Publisher (and its officers, directors, and employees) harmless of and from any and all liabilities, claims, causes of actions, damages, interest, charges, recoveries, judgments, penalties, expenses or losses of whatsoever kind of nature, (including without limitation, legal expenses and counsel fees and disbursements) of any kind whatsoever which may be occasioned, suffered or incurred by Publisher, either directly or indirectly, in whole or in part, resulting from or in connection with any breach or threatened breach by Licensee of any of the terms, covenants, representations and warranties contained herein, and/or any claim by any Person inconsistent with any of the representations, warranties and covenants hereunder. In addition, Licensee will reimburse Publisher on demand for any payment made at any time after the date hereof for any liability or claim to which this clause relates that has resulted in a judgment against Publisher or which has been settled with the written consent of Licensee (which consent shall not unreasonably be withheld). Publisher will give Licensee prompt notice of any claim and Licensee will have the right to assume the defense thereof at Licensee's expense.

11. Arrangements/Copies

Any arrangement(s) which Licensee shall cause to be made of an Approved Composition in the creation of an EMI Ringtone shall be made at Licensee's own expense and shall be created only as the result of employment-for-hire and such arrangement shall be "Work Made For Hire" for Publisher, as such term is used in the United States Copyright Law. Licensee hereby sells, assigns and transfers any such arrangement(s) and all right title and interest in and to each such arrangement to Publisher and the worldwide copyright and renewals and extensions of copyright therein. Licensee warrants and represents that all Persons rendering services in connection with the creation of EMI Ringtones shall have executed, prior to the commencement of creation of any EMI Ringtone to which such Persons have contributed, written agreement(s), in full compliance with the laws of the United States and other countries, stating that those EMI Ringtones and any arrangements on which such EMI Ringtones are based, are considered a work made for hire for Publisher and irrevocably assigning all such Person's rights throughout the Territory in perpetuity, including without limitation copyrights, in those EMI Ringtones and other materials to Publisher. Upon Publisher's request, Licensee will cause to be executed and delivered to Publisher all assignments and transfers of ownership of copyright (including without limitation all copyright registrations and applications, and all renewals and extensions thereof) in the EMI Ringtones and any arrangements on which such EMI Ringtones are based, and any other documents as Publisher may deem necessary or appropriate to vest in Publisher the rights granted to Publisher in this Agreement. Neither Licensee nor any arranger shall be entitled to authorship credit or status as a collaborator or any remuneration by way of royalty or otherwise from the authors of such Approved Composition or from Publisher or any of Publisher's designated agents. No arrangement shall change the basic melody of any Approved Composition.

(b) Licensee shall enable Publisher freely and without charge or expense to receive EMI Ringtones to ensure Licensee's adherence with and to the terms and conditions of this Agreement. Any such receipt by Publisher will not constitute a Copy and will not be deemed a royalty-bearing event.

12. Ownership

Except as expressly permitted in this Agreement, Licensee shall not at any time, directly or indirectly, license, transfer, assign, sell or otherwise dispose of, pledge, mortgage or in any way encumber any Composition or any interest of any kind therein, and/or any right or license granted hereunder and any such purported license, transfer, assignment, sale, disposal, pledge, mortgage or encumbrance shall be void and of no effect.

13. No Partnership

Nothing herein contained shall create any association, partnership, joint venture or relationship of principal and agent between the parties hereto; it being understood that the parties hereto are, with respect to each other, independent contractors, and neither party shall have any authority to bind the other or the other's representatives in any way and shall not hold itself out to any Person as having authority.

14. Event of Default/Cure

(a) As used herein, the term "Event of Default" shall mean any of the following events: (i) Licensee's failure or inability to fulfill any of its material obligations hereunder for any reason; (ii) Licensee's dissolution or the liquidation of any substantial portion of its assets; (iii) the filing by or against Licensee of a petition for liquidation or reorganization or the commencement of an action against it under any applicable bankruptcy or insolvency legislation as now or hereafter in effect or under any similar statute relating to liquidation or reorganization or Licensee's consenting to any of the foregoing; (iv) the appointment of a trustee, receiver, custodian or similar appointee for Licensee for any of its property or Licensee consenting to any such appointment; (v) Licensee's making of an assignment for the benefit of creditors; (vi) Licensee becoming insolvent; (vii) Licensee's failure to pay, or admission in writing of its inability to pay, its debts as they come due; (viii) Licensee's receipt of a "going concern" notification or

similar qualification; (ix) a reduction of ten percent (10%) or more in Licensee's workforce; (x) Licensee's report of a quarterly loss for four (4) consecutive quarters; or (xi) any action by Licensee which jeopardizes any material right or remedy of Publisher hereunder. In the event that any of the matters described in this paragraph 14(a) occurs, Licensee shall provide prompt written notice thereof to Publisher.

(b) Without limiting or affecting the rights or remedies which Publisher may have under this Agreement or at law or equity, with respect to Licensee's obligations under this Agreement, it is agreed that if an Event of Default occurs or in the event of a breach on the part of Licensee, Publisher may notify Licensee in writing of such default or breach and Licensee shall have ten (10) business days from receipt of such notice in which to cure such Event of Default or breach. If such breach or Event of Default is not curable or is not cured within said ten (10) business day period, this Agreement shall automatically terminate and Licensee shall be deemed to have automatically and irrevocably assigned and transferred to Publisher, without further consideration, all right, title and interest in and to all EMI Ringtones (including the master recordings created by Licensee not otherwise owned by record companies), to the extent that such rights and interests have not already been assigned to or vested in Publisher; provided, however, that with respect to any breach or default concerning the payment of any monies whatsoever, this Agreement shall automatically terminate and the aforesaid assignment and vesting shall occur if such particular breach is not remedied within five (5) business days from the date of the notice. Publisher, in the event of any automatic termination under this paragraph and without prejudice to any other rights and remedies, shall have rights and remedies for copyright infringement, including injunctive relief.

(c) The termination of this Agreement pursuant to this paragraph shall render the further exploitation of an EMI Ringtone actionable as an act of copyright infringement fully subject to the remedies provided by the Copyright Act, Title 17, of the United States Code, together with other legal and equitable remedies available to Publisher.

15. Notices

Any and all notices, consents, approvals, demands, other communications and payments hereunder shall be hand delivered or sent by certified mail, return receipt requested, at the address below (or at such other address hereafter designated by either party in writing) as follows:

To Publisher: EMI Entertainment World, Inc.
810 Seventh Avenue
New York, New York 10019
Attention: Accounts Payable (payments only)
Attention: Music Services Licensing (all other communications)

To Licensee: As set forth in the heading of this Agreement.

Any notice shall be deemed complete when the same (containing whatever information may be required hereunder) is deposited in any mail box properly addressed and sent as aforesaid, except that: (a) all materials personally delivered shall be deemed served when actually received by the party to whom addressed; (b) air express materials shall be deemed served on the day of delivery to the air express company; (c) notices of change of address shall be effective only from the date of receipt; and (d) royalty statements may be sent by regular mail and shall be deemed rendered when actually received by Publisher.

16. Governing Law

This Agreement has been entered into and delivered in the State of New York and the validity, interpretation and legal effect of this Agreement shall be governed by and construed in accordance with

the internal laws of the State of New York applicable to contracts entered into and performed entirely within the State of New York. Only the New York courts (state and federal) will have jurisdiction over any controversies regarding this Agreement, and the transactions contemplated by this Agreement; any action or other proceeding which involves such a controversy will be brought in those courts, in New York County, and not elsewhere. Licensee hereby irrevocably submits to the jurisdiction of the New York courts (state and federal) in any such action or proceeding and irrevocably waives any right to contest the jurisdiction (in rem or in personam) or power or decision of that court within or without the United States other than appropriate appellate courts having jurisdiction over appeals from such court(s). Licensee also irrevocably waives any defense of inconvenient forum to the maintenance of any such action or proceeding. Any process in any action or proceeding may, among other methods, be served upon Licensee by delivering or mailing it in accordance with paragraph 15. Any such delivery or mail service shall be deemed to have the same force and effect as personal service within the State of New York.

17. Assignment; Change of Control

This Agreement, and the rights, opportunities and obligations created pursuant to this Agreement, are not assignable or transferable in any manner by Licensee, nor shall Licensee sublicense or delegate any of its rights or obligations without the prior written consent of Publisher, not to be unreasonably withheld. EMI may assign this Agreement and any of its rights hereunder in whole or in part to any Person which controls, which is controlled by, or which is under common control with, EMI and/or each such Publisher or which is in partnership with EMI and/or each such Publisher; and/or to any parent, affiliated or subsidiary company or corporation, or to a Person owning, or acquiring, all or a substantial part of EMI and/or each such Publisher's stock and/or assets or with whom EMI and/or each such Publisher may merge or be merged, in which case Licensee shall not be released from its obligations hereunder.

18. Confidentiality; Publicity

Licensee and EMI agree that all information with respect to this agreement, whether furnished by EMI to Licensee or otherwise acquired by Licensee in the course of business with EMI, shall be kept confidential. Such information shall not be disclosed at any time to any Person except to the extent required by an order of a court or other tribunal having jurisdiction or pursuant to rules and regulations of a governmental body. Notwithstanding the foregoing, the parties acknowledge and agree that in certain situations, such as where copublishers of an Approved Composition, publishers of other compositions and/or master owners require a favored nations provision, the information contained in this Agreement may have to be divulged with respect to monies payable and rights granted. Licensee and EMI may not use the other party's name in news releases, articles, brochures and marketing and/or promotional materials, without the other party's prior written approval.

19. Entire Agreement

(a) This Agreement sets forth the entire understanding between the parties hereto with respect to the subject matter hereof, and merges and extinguishes all prior understandings, negotiations, and agreements. No amendment to or modification, waiver, termination, or discharge of this Agreement or of any provision hereof shall be binding unless confirmed by a written instrument duly executed by the party to be charged therewith. Any process in any action, suit, or proceeding arising out of or relating to this Agreement may, among other methods, be served upon the applicable party by delivering it or mailing it in accordance with paragraph 15 above. No waiver of any provision of or default under this Agreement shall affect the right of either party thereafter to enforce such provision or to exercise any right or remedy in the event of any other default, whether or not similar.

(b) If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the

part of this Agreement thus invalidated or declared unenforceable is not essential to the intended operation of this Agreement.

20. Miscellaneous

This Agreement shall apply for the Term hereof only, and shall not be binding upon or prejudicial to any position taken by Publisher or Licensee for any period subsequent to the Term of this Agreement. The captions of paragraphs contained in this Agreement are for reference only and are not to be construed in any way as a part of the Agreement. This Agreement shall not become effective until executed by all proposed parties hereto.

IN WITNESS WHEREOF, the parties have caused the foregoing to be executed as of the date first above written.

EMI Entertainment World, Inc.

3gforfree.com

By: _____ By: _____

Publisher

Licensee

_NT_1.18.05

SCHEDULE B

(pursuant to paragraph 1(o))

ADDENDUM OF RIGHTS

ADDENDUM to the Agreement dated June 13, 2006, by and between EMI Entertainment World, Inc. and 3gforfree.com (the "Agreement"), to be effective as of the date hereof, to make the following additional Website(s) constitute Approved Website(s), and thus part of the Network.

1. The URL(s) of the Website(s) proposed for approval pursuant to this Addendum, and the date on which EMI Ringtones first shall be marketed thereon, is/are:

   http://www. 3gforfree .com Date: 6/19/06

2. All terms not defined herein shall have the same meaning given them in the Agreement. Except as expressly or by necessary implication modified hereby, the terms of the Agreement are hereby ratified and affirmed without limitation or exception.

IN WITNESS WHEREOF, the parties have caused the foregoing ADDENDUM to be executed as of this 19th day of June, 2006.

EMI Entertainment World, Inc.

By: _____
Publisher

3gforfree.com

By: _____
Licensee

SCHEDULE C

(pursuant to paragraph 2(b))

ADDENDUM OF RIGHTS

ADDENDUM to the Agreement dated June 13, 2006, by and between EMI Entertainment World, Inc. and 3gforfree.com (the "Agreement"), to be effective as of the date hereof covering the use of the Compositions listed below:

1. The Composition(s) subject to this Addendum is/are:

   ["TITLE"] composed by ["WRITER(S)" (%)].

2. The Territory shall be as per the Agreement, [excluding, in the case of the Composition entitled _____, the country(ies) of _____.]

3. All terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused the foregoing ADDENDUM to be executed as of this 19th day of June, 2006.

EMI Entertainment World, Inc.

By: _____
Publisher

3gforfree.com

By: _____
Licensee

EXHIBIT CO 0219

New Digital Media Agreement

THIS AGREEMENT (the "Agreement") is made as of November 1, 2004 (the "Effective Date"), by and between, on the one hand, Sony BMG Music Entertainment, 550 Madison Avenue, New York, New York 10022, and its United States and Canadian affiliates and entities listed on Schedule A (collectively, "Sony BMG"), and, on the other hand, EMI Music Publishing, 1290 Avenue of the Americas, New York, New York 10104 ("Publisher" or "EMI").

WHEREAS Sony BMG desires to exploit various master recordings now or later owned or controlled by Sony BMG (the "Sony BMG Masters") in a variety of new digital music products, formats and services (described more fully herein, and defined herein, collectively, as the "New Digital Media Products");

WHEREAS, various of the Sony BMG Masters (defined herein as the "Relevant Sony BMG Masters") now or may later embody EMI Compositions (defined herein), or parts thereof;

WHEREAS, each of EMI and Sony BMG wish to enable Sony BMG to exploit EMI Compositions embodied on Relevant Sony BMG Masters (defined herein as the "Relevant EMI Compositions") in the New Digital Media Products;

WHEREAS, among other things, in an effort to deter piracy, and to ensure that the parties receive appropriate compensation for the digital distribution of Relevant Sony BMG Masters and EMI Compositions, the parties wish to further the goal of providing for the widespread but secure exploitation of Relevant EMI Compositions in the New Digital Media Products;

WHEREAS, the parties wish to enter into licenses pursuant to which Relevant Sony BMG Masters may be exploited in the manner described herein via the New Digital Media Products, and wish to agree upon the royalties and licensing methodology applicable to such licenses; and

WHEREAS, the parties wish to set forth in this Agreement their sole, exclusive and definitive understanding of the methodology and royalty rates applicable to the exploitation of the Relevant EMI Compositions, as embodied in the Relevant Sony BMG Masters, in connection with the New Digital Media Products described herein, during the Relevant Term (defined herein) and in the Territory; to have this Agreement supersede all understandings, claims, interpretations and agreements regarding the subject matter hereof; and during the Relevant Term to not assert any positions regarding the subject matter hereof that are contrary to terms set forth herein;

NOW THEREFORE, without waiving any legal positions or arguments that either party may wish to assert after the expiration of the applicable term hereof, all of which are expressly reserved, in consideration of the mutual promises set forth herein, the sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions.

1.1 The "Audio-Related Royalty" shall mean: REDACTED

REDACTED

1.2 An "Audiovisual Recording" shall mean video footage that is owned or controlled by, or licensed to, Sony BMG, and that embodies a Sony BMG Master (for example, a Promotional Video, or live concert footage). Notwithstanding the foregoing, any full-length motion picture or complete episode of any television program shall be excluded from the definition of Audiovisual Recording and shall not be subject to this Agreement, or to any of the royalty rates provided for herein or to be agreed upon or established pursuant to this Agreement, provided, however, that nothing herein shall limit Sony BMG from utilizing a portion of any full-length film or television program, and including such portion, as an Audiovisual Recording on a Dual Disc Product pursuant to the terms of this Agreement, or to exploit the same in a Digital Video Product.

1.3 A "Comparable Standard CD" shall mean a single-session audio-only compact disc playable in a Red Book-audio-standard compact disc player or other Red Book-audio-compatible player that embodies the same or virtually the same "set" of sound recordings contained on the relevant Dual Disc Product, Multi-Session Audio Product, or Locked Content Product that is the subject of this Agreement, or, in the event there is no actual single-session audio-only compact disc, the audio-only record equivalent thereof embodying all or substantially all of the Sony BMG Masters contained on the Standard Audio Side (defined in subparagraph 1.6) of a Dual Disc Product or the "First Session" (defined in subparagraph 1.16) of a Multi-Session Audio Product or Locked Content Product, provided that such Standard Audio Side or "First Session" does not exceed a conventional standard-length single disc CD.

1.4 A "Digital Video Product" shall mean only (a) an EMD Music Video Sale, or (b) an Exhibition-Only Video Stream, or (c) a Limited Video Download.

1.5 The "Digital Video Product Term" shall mean the period commencing on (a) the first date that Sony BMG releases a Digital Video Product in the Territory or (b) April 1, 2005, whichever is earlier, and ending (x) if Sony BMG releases a Digital Video Product before April 1, 2005, on the date five hundred and forty eight (548) days from the date of the product's release, or (y) if Sony BMG does not release a Digital Video Product before April 1, 2005, on September 30, 2006.

1.6 A "Dual Disc Product" shall mean a single optical disc consisting of two separate "sides" or separately accessible "sessions": (a) a Standard CD "side" or separately accessible "session" with a playing time [redacted] playable in a Red Book-audio-standard compact disc player or other Red Book-audio-compatible player (the "Standard Audio Side"), and (b) an audiovisual, or audio and audiovisual side or separately accessible "session" with a playing time of the audiovisual material [redacted] playable in a DVD player or other consumer electronics device equipped with a DVD drive (the "AV Side") subject to the following additional limitations. The audio content contained on the Standard Audio Side shall consist of the same or substantially the same sound recordings as those on the Comparable Standard CD (where applicable), and shall be approximately equivalent in length to the length of a single full-length "album." The AV Side may include Promotional Videos or other Audiovisual Recordings, musical underbeds, spoken word interviews, and/or lyric displays and/or other visual or audio-visual content, but the AV Side may not include commercial advertisements or endorsements. The AV Side may also include some or all of the same audio

REDACTED

content contained on the Standard Audio Side, but in a different audio format or formats (e.g., Super Audio CD ("SACD"), DVD-Audio, and/or 5.1 mix surround sound). For clarity, and without limitation, any disc released in the "CD Extra," "Enhanced CD," "Hybrid CD" or "Combo Pack," or "CD Plus" configuration that embodies any audio-visual content is not governed by this Agreement, and the parties reserve their respective rights and positions with respect to such products. For clarity, notwithstanding anything to the contrary in this Agreement, including without limitation, in subparagraph 1.16, a standard DVD shall not be deemed a Dual Disc Product and shall not be subject to the rates or other provisions contained in this Agreement.

1.7 The "Dual Disc Product Term" shall mean the period from the Effective Date through and including December 31, 2006. Notwithstanding the foregoing, Sony BMG shall have not less than thirty-six (36) months from the initial release of any individual title of a Dual Disc Product embodying a Relevant Sony BMG Master released prior to December 31, 2006 to continue to manufacture and distribute such Dual Disc Product title. No rights are granted herein to Sony BMG to manufacture or distribute any new Dual Disc Product title after December 31, 2006, which title had not been released prior to December 31, 2006.

1.8 An "EMD Music Video Sale" shall mean an individual, "a la carte," permanent digital download of a digital file embodying a Promotional Video or other Audiovisual Recording, but shall not include any Promotional Video or other Audiovisual Recording, or other embodiment of a Sony BMG Master in an audiovisual work fixed on a Standard CD, Dual Disc, DVD, film, or any other optical disc or other "physical" media. An EMD Music Video Sale shall not, however, include an audiovisual work (including a Promotional Video or other Audiovisual Recording) embodied in, distributed, or otherwise transmitted as, a Telecommunication Personalization Product.

1.9 An "EMI Composition" shall mean a musical composition (including any cleared "samples") in which the rights which are the subject matter of this Agreement are owned or controlled, in whole or in part, by EMI in the Territory, and which are made available, to the extent of EMI's ownership or control thereof, and to the extent of its rights, for the purposes described herein, subject to the terms and conditions set forth in this Agreement and to any existing explicit restrictions or limitations thereon imposed by EMI or pursuant to the Songwriter Agreements. The parties shall cooperate with each other as far as reasonably practicable in an effort to identify any compositions owned or controlled by EMI to be included on a particular New Digital Media Product, to identify any existing explicit restriction or limitation applicable to such compositions, and to attempt to have such restriction or limitation removed or waived. In addition, Sony BMG shall, with respect to Audiovisual Recordings embodied on Dual Disc Products or Digital Video Products, identify to EMI in advance of the release of any such product any Relevant EMI Compositions embodied in any Audiovisual Recording contained thereon, provided that Sony BMG's inadvertent failure to do so in any instance shall not constitute a breach of this Agreement. In the event a songwriter refuses to remove or waive a restriction, EMI shall notify Sony BMG of such restriction as soon as practicable to accommodate such situations. Any composition subject to such limitation or restriction shall not be or shall cease to be an EMI Composition made available for the purposes described in this Agreement, provided that if such EMI Composition has been exploited under the terms hereof, Sony BMG shall cease further distribution of such EMI Composition promptly following Sony BMG's receipt of such notice. With respect to any such musical composition which may be owned or controlled by EMI only in part, the term "EMI Composition" shall only refer to that portion of the musical composition controlled by EMI. Furthermore, in the event that EMI owns or controls any musical composition only for a period of time during the Relevant Term, then such musical composition may be considered an EMI Composition only for such period of time,

and EMI shall use best reasonable business efforts to provide Sony BMG with reasonable notice in connection therewith, including by notifying Sony BMG of any writers that predeceased any applicable renewal term of copyright during the Relevant Term. Notwithstanding the foregoing, any failure by EMI to provide the notice described in the preceding sentence shall not constitute a breach of this Agreement. Sony BMG acknowledges that EMI may, in the normal course of business, and otherwise, lose rights with respect to musical compositions, in which event such compositions may cease to be EMI Compositions hereunder, and EMI shall have no liability to Sony BMG with respect to the unavailability of such musical compositions.

1.10 An "Exhibition-Only Video Stream" shall mean a non-permanent exhibition of a Promotional Video or other Audiovisual Recording via a generally-accepted, industry-standard, streaming media technology (e.g., RealSystem G2 from RealNetwork, or Microsoft Windows Media Technologies) that does not result in a digital download, other permanently playable fixation in a digital file, or other permanently playable copy of the Promotional Video or Audiovisual Recording being made on the end user's computer or other playback device. An Exhibition-Only Video Stream shall not, however, include an audiovisual work (including a Promotional Video or other Audiovisual Recording) embodied in, distributed, or otherwise transmitted as, a Telecommunication Personalization Product.

1.11 A "Limited Video Download" shall mean an individual, "a la carte," conditioned, "timed-out," or limited digital download of a digital file embodying a Promotional Video or other Audiovisual Recording, but shall not include any Promotional Video or other Audiovisual Recording, or other embodiment of a Sony BMG Master in an audiovisual work fixed on a Standard CD, Dual Disc, DVD, film, or any other optical disc or other "physical" media. A Limited Video Download shall not, however, include an audiovisual work (including a Promotional Video or other Audiovisual Recording) embodied in, distributed, or otherwise transmitted as, a Telecommunication Personalization Product.

1.12 A "Locked Content Product" shall mean a disc or file, whether embodied on a computer hard-drive, a consumer playback device, or any other portable media (a) embodying (an) audio-only recording(s) of (a) Sony BMG Master(s) that is encrypted or otherwise protected by digital rights management ("DRM"), (b) that is resident on a computer hard drive, consumer electronic device, or other digital storage medium at the point of sale, and (c) is either (i) not otherwise accessible to the consumer without additional payment (that is, payment in addition to the payment for the computer hard drive, consumer electronic device, or other digital storage medium itself) and/or authorization, or (ii) accessible by a consumer for no more than three "free" plays during a limited time period, solely in an effort to induce the consumer to make an additional payment to permanently "unlock" the disc or file (the latter, a "Trial Locked Content Product"). If and to the extent that a disc or file otherwise meeting the definition in the preceding sentence also contains Promotional Videos or other Audiovisual Recordings, those Audiovisual Recordings shall be considered and treated as an EMD Music Video Sale for the purposes of and subject to the terms of this Agreement.

1.13 The "Locked Content Term" shall mean the period from the Effective Date through and including December 31, 2006, provided, however, that with respect to Locked Content Products sold on or before December 31, 2006, the consumer shall be permitted to unlock any encrypted content following the expiration of the Locked Content Term.

1.14 A "Master Ringback" shall mean an audio-only electronic file or code that is created from a segment of a Sony BMG Master (and, for the avoidance of doubt, that is not a so-called "monophonic" or "polyphonic" ringtone or ringback) and that is transmitted from a

remote server, and which will be heard on the telecommunications device (e.g., a telephone, pager, or Blackberry™) of a consumer during the period of time between the initiation of the call or other communication by the consumer and the earlier of: (i) termination of the call or other communication by the consumer or (ii) acceptance of the call or other communication by the intended recipient or telecommunications network (e.g., voicemail). A Master Ringback may, together with the segment of the Sony BMG Master, incidentally incorporate non-melodic tones or other sounds indicating to the person placing the communication that the recipient is being contacted (e.g., simulating the sounds of a ringing telephone).

1.15 A "Master Ringtone" shall mean an audio-only electronic file or code that is created from a segment of a Sony BMG Master (and, for the avoidance of doubt, that is not a so-called "monophonic" or "polyphonic" ringtone or ringback) and that is transmitted to, and then made resident on, a wireless telecommunications device (e.g., a telephone, pager, or Blackberry™), and which will cause such device to announce the reception of an incoming telephone call or other communication or message, or alert the receiver as to the fact that there is a communication or message, by playing the segment of the Sony BMG Master.

1.16 A "Multi-Session Audio Product" shall mean an audio-only optical disc or discs or other recorded media embodying (a) a Standard Audio Side (defined in subparagraph 1.6 above), with a playing time consisting of the same or substantially the same sound recordings as those on a Comparable Standard CD (where applicable), and approximately equivalent in length to the length of a single full-length "album" (the "First Session"), and (b) a second, separately accessible "side" or "session" consisting of the same or substantially the same sound recordings as those on the First Session, except those recordings may be (i) re-mastered or re-mixed in an alternative listening format (e.g., SACD, or 5.1 mix surround sound) (the "Second Session"), or (ii) embodied in DRM-protected digital media files intended for use in connection with a computer. For the avoidance of doubt, and subject to the last two sentences of paragraph 1.6, if an optical disc or discs embodies or embody any audiovisual content, other than lyric displays, the disc(s) shall be considered as if it/they were a Dual Disc Product for the purpose of calculating the royalties to be paid to EMI pursuant to any license covering the use of Relevant BMG Masters on such disc(s).

REDACTED

1.17 The "Multi-Session Audio Product Term shall mean the period from the Effective Date through and including December 31, 2006. Notwithstanding the foregoing, Sony BMG shall have not less than twelve (12) months from the initial United States release of any individual title of a Multi-Session Audio Product embodying a Relevant Sony BMG Master released prior to December 31, 2006 to continue to manufacture and distribute such Multi-Session Audio Product title. No rights are granted herein to Sony BMG to manufacture or distribute any new Multi-Session Audio Product title after December 31, 2006, which title had not been released prior to December 31, 2006.

1.18 The "New Digital Media Products" shall mean only Dual Disc Products, Multi-Session Audio Products, Locked Content Products, Telecommunication Personalization Products, and Digital Video Products.

1.19 The "New Digital Media Audio Cap" shall mean

REDACTED

REDACTED

1.20 A "Promotional Video" shall mean shall mean a video of the type that are shown on MTV2 or VH-1, that embodies a Sony BMG Master, and which is generally used in the industry to promote the sale of such master.

1.21 A "Relevant EMI Composition" shall mean any EMI Compositions embodied in whole or in part on a Sony BMG Master.

1.22 "Relevant Sony BMG Master" shall mean any Sony BMG Master embodying an EMI Composition, in whole or in part.

1.23 "Relevant Term" shall mean the Dual Disc Term, the Multi-Session Audio Product Term, the Locked Content Term, the Telecommunication Personalization Products Term, or the Digital Video Product Term, whichever is pertinent.

1.24 The "Sell Off Period" is defined in paragraph 7 below.

1.25 "Songwriter Agreement(s)" shall mean those agreements pursuant to which EMI has acquired rights with respect to any EMI Composition.

1.26 "Sony BMG" shall mean, collectively, Sony BMG Music Entertainment and its United States and Canadian affiliates and entities listed on Schedule A. For the avoidance of doubt, other than Sony Music Downloads LLC, Sony BMG does not include any non-record company (including, without limitation, any affiliated music publishing, television, motion picture or consumer-electronic company), or any record club affiliate or entity, including, without limitation, BMG Music Service or Columbia House Record Club.

1.27 A "Sony BMG Master" shall mean any master recording owned or controlled by Sony BMG, including, but not limited to, any Relevant Sony BMG Master.

1.28 The "Standard Audio Cap" shall mean

REDACTED

1.29 The "Statutory Mechanical Rate" shall mean the royalty applicable to a compulsory mechanical license obtained pursuant to section 115 of the U.S. Copyright Act, 17 U.S.C. § 115.

1.30 A "Telecommunications Personalization Product" shall mean either a Master Ringtone or a Master Ringback.

1.31 The "Telecommunication Personalization Products Term" shall mean the period from the Effective Date through and including December 31, 2006. Notwithstanding the foregoing, a consumer who has purchased, prior to December 31, 2006, a Ringback Tone embodying a Relevant Sony BMG Master, shall have no less than twelve (12) months from the date of purchase to continue to use that Ringback Tone.

1.32 The "Territory" shall mean the United States and Canada, except Canada is specifically excluded from the Territory for Telecommunication Personalization Products.

2. **Agreements as to Licensing Methodology and Royalty Rates.**

2.1 **Dual Disc Products.**

2.1.1 ***Agreement to Issue Licenses.*** EMI hereby agrees to issue licenses, or cause licenses to be issued, to Sony BMG to synchronize, reproduce and distribute, solely in the Territory and (subject to paragraph 7) only during the Dual Disc Product Term, Relevant EMI Compositions as embodied in Relevant Sony BMG Masters contained on Dual Disc Products created by Sony BMG on the terms set forth herein. EMI also agrees to issue licenses, or cause licenses to be issued, to Sony BMG to synchronize, embody and display the lyrics of the Relevant EMI Compositions embodied in Relevant Sony BMG Masters on such products, with the understanding that the scope of the right to synchronize, embody and display lyrics hereunder shall be analogous to the manner and way such lyrics have been traditionally displayed in connection with Standard CD products (e.g., on liner notes and J-cards). Notwithstanding the preceding sentence, any such license to exploit lyrics hereunder shall not include the right to create a "karaoke" session or version of any Relevant EMI Composition. For

the avoidance of doubt, EMI is not granting Sony BMG any license to further reproduce or otherwise exploit lyrics separate and apart from their inclusion on the Dual Disc Product concerned and/or separate and apart from the Relevant Sony BMG Masters to which they relate. Each Dual Disc Product requires new and separate mechanical licenses from those applicable to any comparable "single-session" audio-only CD (or any other product). For the avoidance of doubt, this Agreement grants Sony BMG no right to license any EMI Composition embodied in a Promotional Video or other Audiovisual Work included on the Dual Disc Product to a third-party for use as original programming, or as part of a motion picture, short film, documentary or television program, or for any purpose other than as the Dual Disc.

2.1.2 ***Audio-Related Royalty.*** _____

REDACTED

2.1.3 ***AV-Related Royalty.***

REDACTED

2.1.4 ***Product Cap.***

REDACTED

REDACTED

2.1.5 *Lyrics.*

REDACTED

2.2 **Multi-Session Audio Products.**

2.2.1 ***Agreement to Issue Licenses.*** EMI hereby agrees to issue licenses, or cause licenses to be issued, to Sony BMG to reproduce and distribute, solely in the Territory and only (subject to paragraph 7) during the Multi-Session Audio Product Term, Relevant EMI Compositions as embodied in Relevant Sony BMG Masters contained on Multi-Session Audio Products created by Sony BMG. EMI also agrees to issue licenses, or cause licenses to be issued, to Sony BMG to embody and display the lyrics of the Relevant EMI Compositions embodied in Relevant Sony BMG Masters on such products, with the understanding that the scope of the right to embody and display lyrics hereunder shall be analogous to the manner and way such lyrics have been traditionally displayed in connection with Standard CD products (e.g., on liner notes and J-cards). For the avoidance of doubt, EMI is not granting Sony BMG any license to further reproduce or otherwise exploit lyrics separate and apart from their inclusion on the Multi-Disc Audio Product concerned and/or separate and apart from the Relevant Sony BMG Masters to which they relate. Each Multi-Session Audio Product requires new and separate mechanical licenses from those applicable to any comparable "single-session" audio-only CD (or any other product). For the avoidance of doubt, this Agreement grants Sony BMG no right to license any Promotional Video or other Audiovisual Work that embodies an EMI

Composition and that is included on the Multi-Session Audio Product to a third-party for use as original programming, or as part of a motion picture, short film, documentary or television program, or for any purpose other than as a Multi-Session Audio Product.

2.2.2 ***Audio-Related Royalty.***

REDACTED

2.2.3. ***AV-Related Royalty.***

2.2.4 ***Lyrics.***

REDACTED

2.3 **Locked Content Products**

2.3.1 ***Agreement to Issue Licenses.*** EMI hereby agrees to issue licenses, or cause licenses to be issued, to Sony BMG to reproduce and distribute, solely in the Territory and only (subject to paragraph 7) during the Locked Content Product Term, Relevant EMI Compositions as embodied in Relevant Sony BMG Masters contained on Locked Content Products created by Sony BMG on the terms provided herein. EMI also agrees to issue licenses, or cause licenses to be issued, to Sony BMG to embody and display the lyrics of the

Relevant EMI Compositions embodied in Relevant Sony BMG Masters on such products, with the understanding that the scope of the right to embody and display lyrics hereunder shall be analogous to the manner and way such lyrics have been traditionally displayed in connection with Standard CD products (e.g., on liner notes and J-cards). For the avoidance of doubt, EMI is not granting Sony BMG any license to further reproduce or otherwise exploit lyrics separate and apart from their inclusion on the Locked Content Product concerned and/or separate and apart from the Relevant Sony BMG Masters to which they relate. Each Locked Content Product requires new and separate mechanical licenses from those applicable to any comparable "single-session" audio-only CD (or any other product), and is deemed a new release as of the date Sony BMG receives any compensation related to the distribution of the Locked Content Product, or when the DRM for the Locked Content is unlocked, whichever is earlier, for the purpose of determining any applicable controlled composition rate. For the avoidance of doubt, this Agreement grants Sony BMG no right to license any EMI Composition embodied in a Promotional Video or other Audiovisual Work included on the Locked Content Product to a third-party for use as original programming, or as part of a motion picture, short film, documentary or television program, or for any purpose other than as a Locked Content Product.

2.3.2 ***Audio-Related Royalty.***

REDACTED

2.3.3 ***Lyrics.***

REDACTED

2.4 **Telecommunication Personalization Products.**

2.4.1 ***Agreement to Issue Licenses.*** Subject to subparagraph 2.4.2.1 below, EMI hereby agrees to issue licenses, or cause licenses to be issued, to Sony BMG or to third-party services as provided for herein ("Services"), to reproduce and distribute solely in the Territory and only during the Telecommunication Personalization Products Term,

Telecommunication Personalization Products created by Sony BMG only from Relevant Sony BMG Masters embodying Relevant EMI Compositions on the terms provided hereunder. This Agreement does not cover any performance rights, synchronization rights, print or karaoke rights, or, without EMI's prior written approval, the use of the Telecommunication Personalization Product to market or promote a product or service (except to the extent the Telecommunication Personalization Product itself constitutes an endorsement of the wireless telecommunications device or the wireless service or provider through which it is being offered). For the avoidance of doubt, Telecommunication Personalization Products containing Relevant EMI Compositions embodied in or synchronized with audiovisual content are not subject to this Agreement, and Sony BMG may not distribute or transmit such products without obtaining a separate license from EMI.

2.4.2 ***Licensing Methodology.***

2.4.2.1 EMI retains the sole and exclusive right to license (or, subject to the terms hereof, to refrain from licensing) any use of a Relevant EMI Composition (and/or any other EMI Composition) in connection with a Telecommunication Personalization Product by either Sony BMG or by a third-party service or entity (a "Service"), subject to subparagraph 3.2 below. Sony BMG shall have the right to itself directly exploit (but not to sublicense others to exploit) Relevant EMI Compositions embodied in Telecommunication Personalization Products, with and subject to EMI's advance written approval, and subject to the royalty rates and payment provisions contained in subparagraphs 2.4.2.3 and 2.4.3 below (the "EMI Rates"). Sony BMG shall also have the right to act as EMI's agent for the sole purpose of licensing to a Service the right to exploit Relevant EMI Compositions embodied in Telecommunication Personalization Products, with and subject to EMI's advance approval, and subject to the EMI Rates. EMI has pre-approved (a) Sony BMG to act as EMI's agent in licensing to the Services listed on the confidential Schedule B annexed hereto the right to exploit Relevant EMI Compositions embodied in Telecommunication Personalization Products, and (b) Sony BMG's direct exploitations of Relevant EMI Compositions embodied in Telecommunication Personalization Products as set forth on the confidential Schedule B1 annexed hereto, subject to the EMI Rates. Nevertheless, in the event that any Service (including those Services listed on Schedule B) wishes to deal directly with EMI, it may seek a license directly from EMI. Notwithstanding the preceding sentence, EMI shall not solicit direct licenses from the Services listed on Schedule B, and is prepared to have Sony BMG act as its agent for the sole purpose of licensing to those Services the right to exploit Relevant EMI Compositions embodied in Telecommunication Personalization Products, subject to the terms and conditions of this Agreement. Notwithstanding anything to the contrary contained herein or in any license between Sony BMG and a Service (including those Services listed on the confidential Schedule B annexed hereto) entered into prior to or during the Telecommunication Personalization Product Term, EMI shall have the sole and exclusive right (upon the terms set out herein, including the EMI Rates) to license to the Services listed on the confidential Schedule C annexed hereto the right to exploit Relevant EMI Compositions embodied in Telecommunication Personalization Products. EMI agrees that it shall not issue any license to re-record, in connection with a Telecommunication Personalization Product, a Relevant EMI Composition as a so-called "sound-alike" of a current Relevant Sony BMG Master. Notwithstanding the foregoing, EMI may exploit, or issue a license to exploit, any EMI Composition embodied in any sound recording released on phonorecords through traditional, normal retail channels.

REDACTED

REDACTED

2.4.3 *Royalties.*

2.4.3.1 *"Retail Price."*

REDACTED

REDACTED

2.4.3.3 *"Hybrid" and Other Fee Structures – Sony BMG as EMI's Agent.*

REDACTED

2.4.3.4 *"Hybrid" and Other Fee Structures – Direct License By EMI.*

REDACTED

2.5 **Digital Video Products.**

2.5.1 ***Agreement to Issue Licenses.*** Subject to these terms, EMI hereby agrees to issue licenses, or cause licenses to be issued to Sony BMG to synchronize, reproduce and distribute, solely in the Territory and only during the Digital Video Product Term, Relevant EMI Compositions as embodied in Relevant Sony BMG Masters contained on Digital Video Products created by Sony BMG, including the right to reproduce the musical composition onto a server, to transmit the musical composition from the server to, and to reproduce the musical composition on, a playback device, and to create any temporary or incidental reproductions as part of such transmission and reproduction to the playback device and to cause the playback device to play such musical composition on the terms set forth herein. For clarity, and without limitation, this Agreement does not cover the synchronization, reproduction or distribution of any Promotional Video or other Audiovisual Recording, or other embodiment of a Sony BMG Master in an audiovisual work, on or in connection with a Standard CD, Dual Disc, DVD, film, or any other optical disc or other "physical" media (other than as provided in the last sentence of subparagraph 1.12), or for any purpose other than as a Digital Video Product. For the avoidance of doubt, this Agreement grants Sony BMG no right to license any EMI Composition embodied in a Promotional Video or other Audiovisual Work included on the Digital Video Product to a third-party for use as original programming, or as part of a motion picture,

short film, documentary or television program. Each Digital Video Product shall be deemed a new release as the date of actual release in the US or Canada, as the case may be, of the Digital Video Product for the purpose of determining any applicable controlled composition rate.

2.5.2 *Licensing Methodology.*

2.5.2.1 EMI retains the sole and exclusive right to license (or refrain from licensing) any use of a Relevant EMI Composition (and/or any other EMI Composition) in connection with a Digital Video Product by either Sony BMG or by a third-party service or entity (a "Service"), subject to subparagraph 3.3 below. Sony BMG shall have the right to itself directly exploit (but not to sublicense others to exploit) Relevant EMI Compositions embodied in Digital Video Products, with and subject to EMI's advance written approval, and subject to the royalty rates and payment provisions contained in subparagraphs 2.5.3 below. Sony BMG shall also have the right to act as EMI's agent for the sole purpose of licensing to a Service the right to exploit Relevant EMI Compositions embodied in Digital Video Products, with and subject to EMI's advance approval, and subject to the royalty rates and payment provisions contained in subparagraphs 2.5.3 below. EMI has pre-approved (a) Sony BMG to act as EMI's agent in licensing to the Services listed on the confidential Schedule D annexed hereto the right to exploit Relevant EMI Compositions embodied in Digital Video Products, and (b) Sony BMG's direct exploitations of Relevant EMI Compositions embodied in Digital Video Products as set forth on the confidential Schedule D1 annexed hereto, subject to the royalty rates and payment provisions contained in subparagraphs 2.5.3 below. Nevertheless, in the event that any Service (including those Services listed on Schedule D) wishes to deal directly with EMI, it may seek a license directly from EMI. Notwithstanding the preceding sentence, EMI shall not solicit direct licenses from the Services listed on Schedule D, and is prepared to have Sony BMG act as its agent for the sole purpose of licensing to those Services the right to exploit Relevant EMI Compositions embodied in Digital Video Products, subject to the terms and conditions of this Agreement. Notwithstanding anything to the contrary contained herein or in any license between Sony BMG and a Service (including those Services listed on Schedule D), EMI shall have the sole and exclusive right to license to the Services listed on the confidential Schedule E annexed hereto the right to exploit Relevant EMI Compositions embodied in Digital Video Products.

2.5.2.2 It is understood that the parties wish to, on an experimental basis, attempt to exploit Relevant Sony BMG Masters, and Promotional Videos and Audiovisual Recordings that embody them, as Digital Video Products, via newly developed consumer offerings which have heretofore not been commercially exploited, and which are delivered via Internet, cable television, satellite, and/or telecommunication networks ("New Tech Distribution Platforms"). It is to that end that EMI agrees to issue licenses to exploit Digital Video Products via the New Tech Distribution Platforms (subject to the consent of its writers, if applicable) pursuant to subparagraph 2.5.1, but only during the Digital Video Product Term on the terms set forth herein. It is of the essence of this Agreement that at the conclusion of the Digital Video Product Term, Sony BMG shall immediately cease all further distribution, transmission, reproduction, performance or other making available of Promotional Videos and Audiovisual Recordings embodying EMI Compositions as Digital Video Products pursuant to this license.

2.5.2.3 Unless otherwise approved by EMI in writing, Sony BMG and/or any Service it licenses shall distribute Exhibition-Only Video Streams and/or Limited Video Downloads embodying EMI Compositions only via the following methods: (a) linear, pre-programmed video channels consisting of general programming, genre-based channels or "personalized"/user-influenced programming that have been pre-approved in writing by EMI;

and (b) video-on-demand ("VOD"), delivered via New Tech Distribution Platforms, whereby consumers will be allowed to select specific individual Promotional Videos or Audiovisual Recordings for instant play or for assemblance in a user's uniquely generated "on-demand" playlist.

2.5.3. ***Royalties.***

REDACTED

REDACTED

3. Definitive Understanding/Intent of Parties.

3.1 This Agreement is intended as the parties sole, exclusive and definitive understanding of the methodology and rates applicable to the exploitation of the Relevant EMI Compositions, as embodied in the Relevant Sony BMG Masters, in connection with the New Digital Media Products described herein, in the Relevant Term and Territory. As such, it supersedes all understandings, claims, interpretations and agreements with which it may conflict. Accordingly, without limitation, in so far as the Relevant Sony BMG Masters are concerned, EMI agrees that for the Relevant Term and Territory it shall not assert any claims, or deal with any third-parties in a manner inconsistent with these terms. Furthermore, without limitation, is so far as the Relevant EMI Compositions are concerned, Sony BMG agrees that for the Relevant Term and Territory it shall not assert any claims, or deal with any third-parties in a manner inconsistent with these terms. Nothing in this paragraph is intended to, or shall be deemed to (a) restrict or hamper Sony BMG in its actual negotiations with third-party music publishers not controlled or administered, or co-controlled or co-administered, by EMI, or (b) restrict or hamper EMI in its actual negotiations with third-party record labels.

3.2 It is the intention of the parties, consistent with the Recitals to this Agreement, that this Agreement shall, *inter alia*, provide for the availability of licenses ("Relevant Licenses") enabling the use in the Relevant Term and Territory of Relevant EMI Compositions together with Relevant Sony BMG Masters in Telecommunications Personalization Products, and this Agreement provides that Relevant Licenses may be made available to Services in different ways (i.e. directly from EMI, through Sony BMG as EMI's agent, etc.) (collectively, "Methodologies"), subject to the royalty rates described in this Agreement and subject to the other terms herein. Notwithstanding anything herein, regardless of which Methodology is employed, no fiscally capable secure Service requesting such a Relevant License (which conforms to the applicable rates and terms) shall be denied such Relevant License.

3.3 It is the intention of the parties, consistent with the Recitals to this Agreement, that this Agreement shall, *inter alia*, provide for the availability of licenses ("Relevant Licenses") enabling the use in the Relevant Term and Territory of Relevant EMI Compositions together with Relevant Sony BMG Masters in Digital Video Products, and this Agreement provides that Relevant Licenses may be made available to Services in different ways (i.e. directly from EMI, through Sony BMG as EMI's agent, etc.) (collectively, "Methodologies"), subject to the terms herein. Notwithstanding anything herein, regardless of which Methodology is employed, no fiscally capable secure Service requesting such a Relevant License (which conforms to the applicable rates and terms) shall be denied such Relevant License.

4. Limitations and Reservation of Rights.

4.1 This Agreement relates only to Relevant EMI Compositions and only to their use (a) together with, and as embodied in, the Relevant Sony BMG Master, and (b) in the New Digital Media Products. Except as may be specifically provided for herein, this Agreement does not in any way affect any musical composition other than a Relevant EMI Composition, nor does

it affect any exploitation of a Relevant EMI Composition separate and apart from the Relevant Sony BMG Master. For clarity, this Agreement does not permit any exercise or exploitation of rights in any New Digital Media Product outside of the Relevant Term or Territory.

4.2 No right of public performance is granted under this Agreement.

4.3 This Agreement does not authorize or permit any use of a EMI Composition not expressly set forth herein, and, except as specifically provided for herein, does not include the right to alter the fundamental character of the music of any EMI Composition. EMI reserves all rights not expressly granted to Sony BMG hereunder. All rights granted hereunder are granted on a non-exclusive basis.

4.4 Without limiting the force and effect of the foregoing, this Agreement does not include the rights to reproduce, distribute, synchronize, use or exploit an EMI Composition in any digital media (including to make any digital phonorecord delivery), or on or in any broadcast/cablecast or on-line services (whether viewable in real time or downloadable), interactive program, platform, media or storage device not specifically enumerated herein.

4.5 Nothing contained in this Agreement shall preclude or inhibit EMI's ability to take any action with respect to the infringement of its rights in any EMI Composition.

4.6 Except for factual and/or descriptive purposes, no right whatsoever is being granted hereunder to use or authorize other persons to use the names (including any professional names, previously, now or hereafter used), facsimile signatures, voices, likenesses or biographical material of, concerning, or regarding any of the composers of an EMI Composition for any purpose whatsoever.

4.7 Where Sony BMG embodies or displays lyrics in New Digital Media Products, EMI grants no right to synchronize the lyrics with any audiovisual material (except as provided in subparagraph 2.1.1 above).

5. Security/Copyright Notice. In addition to any other covenant, representation, warranty or agreement contained herein regarding encryption, security and/or Digital Rights Management ("DRM"), Sony BMG further represents, warrants and agrees that all New Digital Media Products shall be distributed with industry-standard security measures that are applicable to such media. Sony BMG further represents, warrants and agrees that it shall use reasonable business efforts to prevent the creation or exploitation of any unauthorized copies of any Relevant Sony BMG Masters in any facilities in its control in any form (including but not limited to, copies created by employees or contractors outside the immediate scope of their employment) ("Illicit Copies"). Sony BMG shall use reasonable business efforts to accord appropriate copyright credit to EMI and/or its writers in a manner that is industry-standard for the relevant New Digital Media Product.

6. Consideration Interdependent. The terms and conditions set forth herein with respect to different products and services are interdependent, and each party's accession to terms, conditions and rates in any one section is in consideration of the other party's accession to the terms, conditions and rates set forth in the remaining sections, in their entirety.

7. Sell Off. Notwithstanding anything to the contrary contained herein, Sony BMG shall have a period of not less than six (6) months after the conclusion of the Multi-Session Audio Product Term, or the Locked Content Product Term (the "Sell Off Period") to sell off any

remaining inventory of Multi-Session Audio Products, or Locked Content Products embodied on portable media, manufactured during the Multi-Session Audio Product Term, or the Locked Content Product Term, as the case may be. Notwithstanding the foregoing, any retailer of consumer electronics devices may indefinitely sell off any consumer electronics device (including any computer hard-drive or consumer playback device) embodying Locked Content Products distributed to such retailer prior to the conclusion of the Locked Content Term. Sony BMG shall have an indefinite period to sell off any Dual Disc Products manufactured during the Dual Disc Term. Notwithstanding anything contained herein, all sales during the Sell Off Period shall be in the ordinary course of business, and Sony BMG shall act in good faith and shall not excessively manufacture product during the Relevant Term in an effort to stockpile "inventory" to sell after the Relevant Term.

8. Accounting; Audit; Method of Payment.

8.1 Royalties under this Agreement shall be paid to EMI, by Sony BMG, or by a Service, as the case may be, on a quarterly basis and shall be accompanied by statements (which must be provided electronically), indicating, for each type of New Digital Media Product distributed, the number of each such product distributed in the Territory during the period. Sony BMG shall begin accounting to EMI in the first quarter immediately subsequent to the first release or first distribution of the relevant New Digital Media Product.

8.2 Sony BMG agrees, on behalf of itself and the Services it has licensed as EMI's agent, that Sony BMG and such Service shall keep and maintain true and accurate records and books of account in connection with the distribution of New Digital Media Products and all transactions related thereto or otherwise contemplated under this Agreement, and shall retain all such records and books for a period of not less than three (3) years after each accounting to EMI. EMI, by its designated representative, shall have the right, upon reasonable written notice, and during normal office hours, and not more than one time with respect to any Relevant Term (although such audit may take place during or after the Relevant Term), to examine the books and records of Sony BMG, at its regular place of business where the books and records are maintained, as the same pertain to the subject matter of this Agreement and to make copies and extracts thereof. Sony BMG will use best reasonable business efforts to cause any licensed Service to provide EMI, by its designated representative, the right, upon reasonable written notice, and during normal office hours, and not more than one time with respect to any Relevant Term (although such audit may take place during or after the Relevant Term), to examine the books and records of such Service, at its regular place of business where the books and records are maintained, as the same pertain to the subject matter of this Agreement and to make copies and extracts thereof. Sony BMG and each such Service shall cooperate with EMI's representative to assist them in understanding all such material. Sony BMG agrees to use its best reasonable business efforts to ensure that each of these accounting and audit provisions are contained in any license between Sony BMG and a Service, and that EMI shall be made a third-party beneficiary of such provisions. The failure of such Service to honor any such accounting or audit provision shall not be deemed a breach of this Agreement by Sony BMG.

8.3 All checks to EMI shall be in United States Dollars (or, the equivalent in Canadian Dollars, as the case may be), shall be made payable to EMI Music Publishing, and shall be sent to the address set forth in paragraph 9 below. All accountings and payments must be received by EMI on the date such payment and statement are due, according to the terms of this Agreement, time being of the essence hereof. No payments shall be diminished or reduced in any manner for any reason, including without limitation, any withholdings, currency

restrictions, exchanges or taxes, and, for clarity, no amount(s) shall be set-off against, or recouped from, the payments due hereunder. Upon written request, EMI shall provide Sony BMG with a current W-9 form for each music publishing catalog receiving payment.

8.4

REDACTED

8.5

REDACTED

8.6 Notwithstanding anything to the contrary contained herein, Sony BMG or a Service, as the case may be, shall, with respect to any Relevant Sony BMG Master distributed in accordance with the terms of this Agreement, pay to EMI the relevant royalty as provided for in paragraph 2 herein, and in accordance with the payment provisions provided for in this paragraph 8, regardless of and notwithstanding whether Sony BMG has or has not cleared, or is or is not able to clear, all or some of the rights in the Relevant Sony BMG Master other than the rights owned or controlled by EMI.

9. **Notices.** Any notices, consent, approval, demand, or other communication to be given to EMI or to Sony BMG shall be sent to EMI or Sony BMG, as the case may be, at the address mentioned in this paragraph 9 below, or to such other address as the party may hereafter designate by notice in writing to the other party or to a Service. All notices, consents, approvals, demands, other communications and payments hereunder shall be hand delivered or sent by certified mail, return receipt requested, as follows:

To EMI:
EMI Music Publishing
1290 Avenue of the Americas
New York, New York 10104
Attention: Senior Vice President, Business and Legal Affairs

With a courtesy copy to:
Proskauer Rose LLP
1585 Broadway
New York, New York 10036
Attention: Frank P. Scibilia

To Sony BMG: Sony BMG Music Entertainment
550 Madison Avenue
New York, New York 10022-3111
Attention: Senior Vice President and General Counsel

With a courtesy copy to: Sony BMG Music Entertainment
550 Madison Avenue
New York, New York 10022-3111
Attention: Executive Vice President & Chief Business & Legal Affairs Officer

Any notice shall be deemed complete when the same (containing whatever information may be required hereunder) is deposited in any mail box properly addressed and sent as aforesaid, except that (a) all materials personally delivered shall be deemed served when actually received by the party to whom addressed, (b) air express materials shall be deemed served on the day of delivery to the air express company, (c) notices of change of address shall be effective only from the date of receipt, and (d) royalty statements may be sent by regular mail and shall be deemed rendered when actually received by EMI.

10. Ownership. Sony BMG shall not at any time, directly or indirectly, license, transfer, assign, sell or otherwise dispose of, pledge, mortgage or in any way encumber any EMI Composition or any interest of any kind therein, and/or any right or license granted hereunder, other than as provided herein, and any such purported license, transfer, assignment, sale, disposal, pledge, mortgage or encumbrance shall be void and of no effect.

11. No Partnership. Nothing herein contained shall create any association, partnership, joint venture or relationship of principal and agent between the parties hereto, except as specifically provided for herein; it being understood that the parties hereto are, with respect to each other, independent contractors, and neither party shall have any authority to bind the other or the other's representatives in any way and shall not hold itself out to any person or entity as having authority.

12. Integration. The parties hereto agree that: (i) all understandings and agreements heretofore made between them with respect to the subject matter hereof are merged in this agreement, which fully and completely expresses their agreement with respect to the subject matter hereof and (ii) except as specifically set forth herein, all prior agreements among the parties with respect to such subject matter are superseded by this agreement which integrates all promises, agreements, conditions and understandings among the parties with respect to such subject matter. In addition, each party acknowledges that neither party nor any person acting on behalf of a party (including its agents, its representatives or its attorneys) has made any promise, representation or warranty whatsoever, express or implied, oral or written, not contained herein, and further acknowledges that they have not executed, and have not been induced to execute, this agreement in reliance upon any promise, representation or warranty. No change, modification, waiver or termination of this agreement shall be binding upon either party unless it is made by an instrument signed by an authorized officer of the party against whom enforcement is sought. A waiver by either party of any provision of this agreement in any instance shall not be deemed a waiver of such provision, or any other provision hereof, as to any future instance or occurrence. All remedies, rights, undertakings, and obligations contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, or obligation of either party. The captions of the Articles in this

agreement are included for convenience only and shall not affect the interpretation of any provision.

13. **Governing Law.** THIS AGREEMENT HAS BEEN ENTERED INTO IN THE STATE OF NEW YORK, AND THE VALIDITY, INTERPRETATION AND LEGAL EFFECT OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS ENTERED INTO AND PERFORMED ENTIRELY WITHIN THE STATE OF NEW YORK (WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES UNDER NEW YORK LAW). THE NEW YORK COURTS (STATE AND FEDERAL), SHALL HAVE SOLE JURISDICTION OF ANY CONTROVERSIES REGARDING THIS AGREEMENT; ANY ACTION OR OTHER PROCEEDING WHICH INVOLVES SUCH A CONTROVERSY SHALL BE BROUGHT IN THOSE COURTS IN NEW YORK COUNTY AND NOT ELSEWHERE. THE PARTIES WAIVE ANY AND ALL OBJECTIONS TO VENUE IN THOSE COURTS AND HEREBY SUBMIT TO THE JURISDICTION OF THOSE COURTS.

14. **Sophisticated Parties; Independent Counsel.** The parties hereto are sophisticated and have had the opportunity to be represented by independent counsel throughout the negotiation and execution of this Agreement. As a consequence, no presumption of any law or rule relating to the interpretation of contracts against the drafter of any particular provision should be applied in this case, and the parties hereby waive their effects.

15. **Mutual Press Release.** Neither party hereto shall, without the prior written consent of the other party, issue any press release or make any other public announcement or statement relating to any terms and conditions of this agreement or to the negotiation thereof to which such party was privy or of which it was otherwise made aware (e.g., by being copied on correspondence or by being advised by another party to the negotiation). The parties shall mutually approve and issue a joint press release announcing the execution of this agreement, and shall mutually agree on a general description or characterization of the agreement, with which any public statements shall conform and follow in all material respects.

16. **Assignment; Change of Control.** This Agreement, and the rights, opportunities and obligations created pursuant to this Agreement, are not assignable or transferable in any manner by Sony BMG, nor shall Sony BMG sublicense or delegate any of its rights or obligations without the prior written consent of EMI. EMI may assign this Agreement and any of its rights hereunder in whole or in part to any person or entity which controls, which is controlled by, or which is under common control with, EMI, or which is in partnership with EMI, and/or to any parent, affiliated or subsidiary company or corporation, or to a person or entity owning, or acquiring, all or a substantial part of EMI's stock and/or assets or with whom EMI may merge or be merged, in which case Sony BMG shall not be released from its obligations hereunder.

17. No Waiver. Nothing in this agreement is intended to waive, compromise, preclude or otherwise affect any legal position, defense or remedy that either party may wish to assert after the Relevant Term with respect to the rights or exploitations contemplated hereunder (including without limitation whether a public performance right is implicated by or requires licensing for any of the New Digital Media Products), all of which are expressly reserved.

ACCEPTED AND AGREED:

SONY BMG MUSIC ENTERTAINMENT

By: Ron Wilcox
Executive Vice President
An Authorized Signatory
Chief Business and Legal Affairs Officer
Sony BMG Music Entertainment

EMI MUSIC PUBLISHING

By: _____
An Authorized Signatory

SCHEDULE A

TO NEW DIGITAL MEDIA AGREEMENT BETWEEN EMI MUSIC PUBLISHING AND SONY BMG MUSIC ENTERTAINMENT MADE AS OF NOVEMBER 1, 2004

SONY BMG MUSIC ENTERTAINMENT and its record company affiliates and entities in the United States and Canada including, without limitation, the following:

BMG Music
BMG Music Canada
Clef Records
j Records
Jive Records/Zomba Recording LLC
RCA Music Group
Arista Records
LaFace Records
ATO Records
Octjay Records
Spere Records
RCA Label Group /Nashville
Provident Label Group
Volcano Entertainment
Columbia
Epic
550
Legacy
Sony Urban Music
Sony Classical
Sony Music Nashville
Sony Discos
Sony Music Downloads LLC

CONFIDENTIAL

SCHEDULE B

TO NEW DIGITAL MEDIA AGREEMENT BETWEEN EMI MUSIC PUBLISHING AND SONY BMG MUSIC ENTERTAINMENT MADE AS OF NOVEMBER 1, 2004

(REFERENCE PARAGRAPH 2.4.2.1)

REDACTED

REDACTED

The parties hereto agree to hold the contents of this schedule in confidence and to not communicate, transmit, publish, disseminate or otherwise disclose any of its terms or conditions or the negotiation thereof (collectively, "Confidential Information"); provided, however, that nothing in this paragraph shall prohibit disclosure of such Confidential Information: (i) to such party's attorneys, accountants and other professional advisors (collectively, "Advisors") as may be reasonably necessary in order to receive their professional advice, (ii) in connection with any legal or governmental proceeding where such disclosure is required pursuant to any statute, regulation, order, subpoena or document discovery request, provided that prior written notice of such disclosure is furnished to the non-disclosing party as soon as practicable in order to afford such non-disclosing party an opportunity to seek a protective order (it being agreed that if the non-disclosing party is unable to obtain or does not seek a protective order and the disclosing party is legally compelled to disclose such information, disclosure of such information may be made without liability); and (iii) in the ordinary course of such party's fulfillment of its obligations hereunder. Notwithstanding the foregoing, Sony BMG may, in any negotiation with any third-party music publisher, discuss this schedule in general

terms and/or disclose the names of selected companies on this schedule, but Sony BMG may not disclose or distribute the list itself.

CONFIDENTIAL

SCHEDULE B1

TO NEW DIGITAL MEDIA AGREEMENT BETWEEN EMI MUSIC PUBLISHING AND SONY BMG MUSIC ENTERTAINMENT MADE AS OF NOVEMBER 1, 2004

(REFERENCE PARAGRAPH 2.4.2.1)

REDACTED

The parties hereto agree to hold the contents of this schedule in confidence and to not communicate, transmit, publish, disseminate or otherwise disclose any of its terms or conditions or the negotiation thereof (collectively, "Confidential Information"); provided, however, that nothing in this paragraph shall prohibit disclosure of such Confidential Information: (i) to such party's attorneys, accountants and other professional advisors (collectively, "Advisors") as may be reasonably necessary in order to receive their professional advice, (ii) in connection with any legal or governmental proceeding where such disclosure is required pursuant to any statute, regulation, order, subpoena or document discovery request, provided that prior written notice of such disclosure is furnished to the non-disclosing party as soon as practicable in order to afford such non-disclosing party an opportunity to seek a protective order (it being agreed that if the non-disclosing party is unable to obtain or does not seek a protective order and the disclosing party is legally compelled to disclose such information, disclosure of such information may be made without liability); and (iii) in the ordinary course of such party's fulfillment of its obligations hereunder. Notwithstanding the foregoing, Sony BMG may, in any negotiation with any third-party music publisher, discuss this schedule in general terms and/or disclose the names of selected companies on this schedule, but Sony BMG may not disclose or distribute the list itself.

CONFIDENTIAL

SCHEDULE C

TO NEW DIGITAL MEDIA AGREEMENT BETWEEN EMI MUSIC PUBLISHING AND SONY BMG MUSIC ENTERTAINMENT MADE AS OF NOVEMBER 1, 2004

(REFERENCE PARAGRAPH 2.4.2.1)

REDACTED

The parties hereto agree to hold the contents of this schedule in confidence and to not communicate, transmit, publish, disseminate or otherwise disclose any of its terms or conditions or the negotiation thereof (collectively, "Confidential Information"); provided, however, that nothing in this paragraph shall prohibit disclosure of such Confidential Information: (i) to such party's attorneys, accountants and other professional advisors (collectively, "Advisors") as may be reasonably necessary in order to receive their professional advice, (ii) in connection with any legal or governmental proceeding where such disclosure is required pursuant to any statute, regulation, order, subpoena or document discovery request, provided that prior written notice of such disclosure is furnished to the non-disclosing party as soon as practicable in order to afford such non-disclosing party an opportunity to seek a protective order (it being agreed that if the non-disclosing party is unable to obtain or does not seek a protective order and the disclosing party is legally compelled to disclose such information, disclosure of such information may be made without liability); and (iii) in the ordinary course of such party's fulfillment of its obligations hereunder. Notwithstanding the foregoing, EMI may, in any negotiation with any third-party record company, discuss this schedule in general terms and/or disclose the names of selected companies on this schedule, but EMI may not disclose or distribute the list itself.

REDACTED

The parties hereto agree to hold the contents of this schedule in confidence and to not communicate, transmit, publish, disseminate or otherwise disclose any of its terms or conditions or the negotiation thereof (collectively, "Confidential Information"); provided, however, that nothing in this paragraph shall prohibit disclosure of such Confidential Information: (i) to such party's attorneys, accountants and other professional advisors (collectively, "Advisors") as may be reasonably necessary in order to receive their professional advice, (ii) in connection with any legal or governmental proceeding where such disclosure is required pursuant to any statute, regulation, order, subpoena or document discovery request, provided that prior written notice of such disclosure is furnished to the non-disclosing party as soon as practicable in order to afford such non-disclosing party an opportunity to seek a protective order (it being agreed that if the non-disclosing party is unable to obtain or does not seek a protective order and the disclosing party is legally compelled to disclose such information, disclosure of such information may be made without liability); and (iii) in the ordinary course of such party's fulfillment of its obligations hereunder. Notwithstanding the foregoing, Sony BMG may, in any negotiation with any third-party music publisher, discuss this schedule in general

CONFIDENTIAL

SCHEDULE D1

TO NEW DIGITAL MEDIA AGREEMENT BETWEEN EMI MUSIC PUBLISHING AND SONY BMG MUSIC ENTERTAINMENT MADE AS OF NOVEMBER 1, 2004

(REFERENCE PARAGRAPH 2.5.2.1)

REDACTED

The parties hereto agree to hold the contents of this schedule in confidence and to not communicate, transmit, publish, disseminate or otherwise disclose any of its terms or conditions or the negotiation thereof (collectively, "Confidential Information"); provided, however, that nothing in this paragraph shall prohibit disclosure of such Confidential Information: (i) to such party's attorneys, accountants and other professional advisors (collectively, "Advisors") as may be reasonably necessary in order to receive their professional advice, (ii) in connection with any legal or governmental proceeding where such disclosure is required pursuant to any statute, regulation, order, subpoena or document discovery request, provided that prior written notice of such disclosure is furnished to the non-disclosing party as soon as practicable in order to afford such non-disclosing party an opportunity to seek a protective order (it being agreed that if the non-disclosing party is unable to obtain or does not seek a protective order and the disclosing party is legally compelled to disclose such information, disclosure of such information may be made without liability); and (iii) in the ordinary course of such party's fulfillment of its obligations hereunder. Notwithstanding the foregoing, Sony BMG may, in any negotiation with any third-party music publisher, discuss this schedule in general terms and/or disclose the names of selected companies on this schedule, but Sony BMG may not disclose or distribute the list itself.

CONFIDENTIAL

SCHEDULE E

TO NEW DIGITAL MEDIA AGREEMENT BETWEEN EMI MUSIC PUBLISHING AND SONY BMG MUSIC ENTERTAINMENT MADE AS OF NOVEMBER 1, 2004

(REFERENCE PARAGRAPH 2.5.2.1)

REDACTED

The parties hereto agree to hold the contents of this schedule in confidence and to not communicate, transmit, publish, disseminate or otherwise disclose any of its terms or conditions or the negotiation thereof (collectively, "Confidential Information"); provided, however, that nothing in this paragraph shall prohibit disclosure of such Confidential Information: (i) to such party's attorneys, accountants and other professional advisors (collectively, "Advisors") as may be reasonably necessary in order to receive their professional advice, (ii) in connection with any legal or governmental proceeding where such disclosure is required pursuant to any statute, regulation, order, subpoena or document discovery request, provided that prior written notice of such disclosure is furnished to the non-disclosing party as soon as practicable in order to afford such non-disclosing party an opportunity to seek a protective order (it being agreed that if the non-disclosing party is unable to obtain or does not seek a protective order and the disclosing party is legally compelled to disclose such information, disclosure of such information may be made without liability); and (iii) in the ordinary course of such party's fulfillment of its obligations hereunder. Notwithstanding the foregoing, EMI may, in any negotiation with any third-party record company, discuss this schedule in general terms and/or disclose the names of selected companies on this schedule, but EMI may not disclose or distribute the list itself.

As of November 1, 2004

EMI Music Publishing
1290 Avenue of the Americas
New York, New York 10104

Sony BMG Music Entertainment
550 Madison Avenue
New York, New York 10022-3111

Pursuant to that certain New Digital Media Agreement, made as of November 1, 2004 by and between Sony BMG Music Entertainment and its United States and Canadian affiliates and entities listed on Schedule A thereto ("Sony BMG"), on the one hand, and EMI Music Publishing ("EMI"), on the other hand (the "Agreement"), EMI and Sony BMG hereby agree to modify the Agreement, in a confidential manner, as follows:

Subparagraph 2.4.2.3 is hereby modified to read as follows:

2.4.2.3

REDACTED

Also to conform with the amendment to Subparagraph 2.4.2.4, Subparagraph 4.2 is hereby modified to read as follows:

Except as specifically provided for in subparagraph 2.4.2.4, no right of public performance is granted under this Agreement.

The following additional provision shall be added to section 8 ("Accounting; Audit; Method of Payment"):

8.7

REDACTED

The following additional provision shall also be added:

18.

REDACTED

Nothing contained in this letter agreement modifies or supersedes any portion of the Agreement, other than as provided herein.

The parties hereto agree to hold the contents of this letter in confidence and to not communicate, transmit, publish, disseminate or otherwise disclose any of its terms or conditions or the negotiation thereof (collectively, "Confidential Information"); provided, however, that nothing in this paragraph shall prohibit disclosure of such Confidential Information: (i) to such party's attorneys, accountants and other professional advisors (collectively, "Advisors") as may be reasonably necessary in order to receive their professional advice, (ii) in connection with any legal or governmental proceeding where such disclosure is required pursuant to any statute, regulation, order, subpoena or document discovery request, provided that prior written notice of such disclosure is furnished to the non-disclosing party as soon as practicable in order to afford such non-disclosing party an opportunity to seek a protective order (it being agreed that if the non-disclosing party is unable to obtain or does not seek a protective order and the disclosing party is legally compelled to disclose such information, disclosure of such information may be

made without liability); and (iii) in the ordinary course of such party's fulfillment of its obligations hereunder.

ACCEPTED AND AGREED:

SONY BMG MUSIC ENTERTAINMENT

By: _____
Ron Wilcox
Executive Vice President
Chief Business and Legal Affairs Officer
Sony BMG Music Entertainment
An Authorized Signatory

EMI MUSIC PUBLISHING

By: _____
An Authorized Signatory

EMI Music Publishing ("EMI" or "you")
1290 Avenue of the Americas
New York, NY 10104
Attention: Clark Miller

As of November 1, 2004

Reference is made to the agreement between EMI and SONY BMG MUSIC ENTERTAINMENT ("SONY BMG") dated as of November 1, 2004 and entitled "New Digital Media Agreement", including all schedules thereto (the "Schedules") and the side letter thereto (the "Side Letter") (collectively, the "Agreement"). The following, when signed by you and SONY BMG, shall constitute a modification to the Agreement. All terms defined in the Agreement shall have the same meanings herein. For the avoidance of doubt, as used herein, 'SONY BMG' shall have the same meaning as 'Sony BMG' has in the Agreement.

1. Right to Exploit TPPs in Canada.

(a) Notwithstanding anything to the contrary set forth in paragraph 1.32 of the Agreement, the "Territory" shall mean the United States and Canada for Telecommunications Personalized Products.

(b)

REDACTED

REDACTED

2. Confidentiality. Each of Schedules B, B-1, C, D, D-1 and E and of the Side Letter of the Agreement are hereby modified by deleting the last full paragraph of each (i.e., the paragraph providing that the parties will maintain the confidentiality of the contents of each of the respective Schedules or Side Letter, as applicable).

3. DPD Lyrics

(a)

REDACTED

(b) *Agreement to Issue Licenses.*

REDACTED

(c) *Payment for DPD Lyrics.*

REDACTED

(d) *Provisions of Licenses and Agreements with Services.* SONY BMG shall promptly notify EMI of any licenses or other agreements with any service or customer authorizing the exploitation of DPD Lyrics.

4. Qualifying Locker Streams

(a)

REDACTED

REDACTED

(b) *Agreement to Issue Licenses.* EMI hereby agrees to issue licenses, or cause licenses to be issued, to SONY BMG to reproduce, perform and distribute Qualifying Locker Service Streams, or to authorize Qualifying Locker Services to do so, solely in the Territory, and solely during the Qualifying Locker Service Streams Term. The "Qualifying Locker Service Streams Term" shall mean the period commencing September 1, 2005 and continuing through April 30, 2007.

(c) *Royalties for Qualifying Locker Service Streams.*

REDACTED

(d) *Provisions of Licenses and Agreements with Services.* SONY BMG shall promptly notify EMI of any licenses or other agreements with any service (including Qualifying Locker Services) or customer authorizing the exploitation of Qualifying Locker Service Streams.

5. Locked Content Products/Locked Content DPDs

(a) A "Locked Content DPD" shall mean a digital file (i) embodying (an) audio-only recording(s) of (a) Relevant SONY BMG Master(s) that is encrypted with digital rights management and electronically transmitted or disseminated as (a) permanent copy(ies) to consumers, by any means or method, for storage on a device primarily intended for home and/or personal use (and not transmitted by way of a wireless cellular network, and (ii) that is either (x) not otherwise accessible to the consumer without additional payment and/or authorization, or (y) accessible by a consumer for no more than three full-length "free" plays, solely in an effort to induce the consumer to make an additional payment to permanently "unlock" the file.

(b) Without prejudice to the parties' respective positions, the parties agree that Locked Content Products shall include Locked Content DPDs, and all of the provisions of the Agreement concerning Locked Content Products shall apply to Locked Content DPDs, subject to the modifications contained in subparagraphs 5(c) and (d) below. Notwithstanding the foregoing, neither the Agreement, nor anything contained in this modification, grants any right to make any digital phonorecord deliveries other than Locked Content DPDs (provided that nothing herein shall preclude SONY BMG from making digital phonorecord deliveries utilizing EMI Compositions pursuant to any other license, including without limitation any compulsory license). In consideration of the foregoing, the parties agree to modify the Agreement in the manner set forth in subparagraphs 5(c) and (d) below.

(c) *Royalties for Locked Content DPDs and Locked Content Products.*

REDACTED

REDACTED

(d)

REDACTED

(e) For the avoidance of doubt, Locked Content Products (including Locked Content DPDs) shall not include Telecommunication Personalization Products.

6. Assignment of Mechanical Licenses.

REDACTED

7. Advance/Flat Payment.

(a)

REDACTED

REDACTED

9. Ratification and Affirmance. Except with respect to the modifications set forth above, the Agreement is otherwise ratified and affirmed, and remains in full force and effect.

Dated this 15th day of September, 2005

SONY BMG MUSIC ENTERTAINMENT

JPS By: _____

ACCEPTED AND AGREED

EMI MUSIC PUBLISHING

By: _____

EXHIBIT CO 0220

New Digital Media Agreement

THIS AGREEMENT (the "Agreement") is made as of April 1, 2005 (the "Effective Date"), by and between, on the one hand, UMG Recordings, Inc., 2220 Colorado Avenue. Santa Monica, California 90404, its current and future United States and Canadian record company affiliates and contractors acting on its behalf, any entities listed on Schedule A, any distributed labels added by UMG Recordings, Inc. to Schedule A from time to time after giving notice of such addition to EMI Music Publishing, and any successor entities to any of the foregoing (collectively, "Universal Music Group"), and, on the other hand, EMI Music Publishing, 1290 Avenue of the Americas, New York, New York 10104 ("EMI").

WHEREAS Universal Music Group desires to exploit various "Universal Music Group Masters" (defined herein) in a variety of new digital music products, formats and services (described more fully herein, and defined herein, collectively, as the "New Digital Media Products");

WHEREAS, various of the Universal Music Group Masters (defined herein as the "Relevant Universal Music Group Masters") now or may later embody EMI Compositions (defined herein), or parts thereof;

WHEREAS, each of EMI and Universal Music Group wish to enable Universal Music Group and, to the extent contemplated herein, certain Services (defined herein) to exploit various EMI Compositions embodied on Relevant Universal Music Group Masters (defined herein as the "Relevant EMI Compositions") in the New Digital Media Products;

WHEREAS, among other things, in an effort to deter piracy, and to ensure that the parties receive appropriate compensation for the digital distribution of Relevant Universal Music Group Masters and EMI Compositions, the parties wish to further the goal of providing for the widespread but secure exploitation of Relevant EMI Compositions in the New Digital Media Products;

WHEREAS, the parties wish to enter into licenses pursuant to which Relevant Universal Music Group Masters may be exploited in the manner described herein via the New Digital Media Products, and wish to agree upon the royalties and licensing methodology applicable to such licenses; and

WHEREAS, the parties wish to set forth in this Agreement their sole, exclusive and definitive understanding of the methodology and royalty rates applicable to the exploitation and/or licensing of EMI's pro rata share of Relevant EMI Compositions, as embodied in the Relevant Universal Music Group Masters, in connection with the New Digital Media Products described herein, during the Relevant Term (defined herein) and in the Territory (defined herein); and to have this Agreement supersede all understandings, claims, interpretations and agreements regarding the subject matter hereof during the Relevant Term and in the Territory;

NOW THEREFORE, without waiving, compromising, limiting, or affecting in any way any legal positions or arguments that either party may wish to assert (a) after the expiration of the Relevant Term or outside of the Territory (defined herein), (b) with respect to products other than New Digital Media Products, or (c) with respect to musical compositions other than EMI's pro rata share of Relevant EMI Compositions, all of which are expressly reserved, in consideration of the mutual promises set forth herein, the sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions.

1.1 The "Audio-Related Royalty" shall mean

REDACTED

1.2 An "Audiovisual Recording" shall mean audiovisual footage that is owned or controlled by, or licensed to, Universal Music Group, and that embodies an EMI Composition (for example, a Promotional Video, or live concert footage). Notwithstanding the foregoing, any feature-length motion picture or complete episode of any television program shall be excluded from the definition of Audiovisual Recording and shall not be subject to this Agreement, or to any of the royalty rates provided for herein or to be agreed upon or established pursuant to this Agreement, provided, however, that nothing herein shall limit Universal Music Group or a Service (defined herein) from utilizing a portion of any feature-length motion picture or television program, and including such portion, as an Audiovisual Recording on a Dual Disc Product pursuant to the terms of this Agreement, or from otherwise exploiting the same in or as a New Digital Media Product.

1.3 Intentionally Omitted.

1.4 A "Comparable Standard CD" shall mean a single-session audio-only compact disc playable in a Red Book-audio-standard compact disc player or other Red Book-audio-compatible player that embodies the same or substantially the same "set" of sound recordings contained on the relevant Dual Disc Product, Multi-Session Audio Product, or DSM Locked Content Product that is the subject of this Agreement, or, in the event no actual single-session audio-only compact disc has previously been manufactured and sold, the audio-only record equivalent thereof embodying the Universal Music Group Masters contained on the Standard Audio Side (defined in subparagraph 1.11) of a Dual Disc Product, the "First Session" (defined in subparagraph 1.24) of a Multi-Session Audio Product, or the DSM Locked Content Product, provided that the playing time of such Standard Audio Side or "First Session" does not materially exceed a conventional standard-length single disc CD.

1.5 A "Digital Video Product" shall mean only (a) an EMD Music Video Sale, (b) an Exhibition-Only Video Stream, (c) a Limited Video Download, (d) a Video Master Ringtone, (e) a Video Master Ringtone Locked Content Product, or (f) another reasonably similar type of non-physical use involving exploitation via New Tech Distribution Platforms (defined in subparagraph 2.5.2.2), subject to EMI's prior written approval, which approval, during the Digital Video Product Term, shall not be unreasonably withheld.

1.6 A "Digital Video Product Implemented License" shall mean the license issued by EMI in order to vest in Universal Music Group the right to exploit a Relevant EMI Composition contained on a Digital Video Product as permitted under Section 2.5, below, and in accordance with the provisions of Section 2.5.1 with respect to such Relevant EMI Composition, in a form consistent with this Agreement to be agreed promptly after the execution of this Agreement.

1.7 The "Digital Video Product Term" shall mean the period from the Effective Date through and including June 30, 2007.

1.8 A "DSM Locked Content Product" shall mean an audio-only file (a) embodying one or more Universal Music Group Master(s) encrypted or otherwise protected by digital rights management ("DRM"), or degraded (e.g., by means of voiceovers) so as not to materially substitute for the sale of a copy of a non-degraded Universal Music Group Master (b) that is resident on a computer hard drive, consumer electronic device, or other digital storage media ("DSM") at the point of sale, and (c) is either (i) not otherwise accessible to, or playable in a non-degraded form by, the consumer without additional payment (that is, payment in addition to the payment for the computer hard drive, consumer electronic device, or other DSM itself) and/or authorization, or (ii) accessible or playable by a consumer for no more than a limited time period and/or a limited number of "plays," that is, in either case, commercially reasonable for the purpose of, and made accessible to or playable by the consumer solely for the purpose of, inducing the consumer to make an additional payment to permanently "unlock" or enable the non-degraded play of (hereinafter, to "Unlock") the file (the latter, a "Trial DSM Locked Content Product"). For clarity, no Master Ringtone or other audio-only electronic file that is created from a Universal Music Group Master and that is or is intended to be made resident on a wireless telecommunications device (e.g., a telephone, pager, or Blackberry™), and that is intended to be played on such device to announce the reception of an incoming telephone call or other communication or message or to alert the receiver as to the fact that there is a communication or message, shall be considered a DSM Locked Content Product, but such file may, if it meets the definition in subparagraph 1.23, be considered a Master Ringtone Locked Content Product for the purposes of and subject to the terms of this Agreement. Also for clarity, no file embodying an audiovisual work (including a Promotional Video or other Audiovisual Recording) shall be considered a DSM Locked Content Product, but such file may, if it meets the definition in subparagraph 1.44, be considered a "Video DSM Locked Content Product" for the purposes of subject to the terms of this Agreement. Also, for the avoidance of doubt, except as provided for in subparagraph 2.5, this Agreement grants Universal Music Group no right to license any EMI Composition embodied in a Promotional Video or other Audiovisual Work included on the DSM Locked Content Product to a third-party for use as original programming, or as part of a motion picture, short film, documentary or television program, or for any purpose other than as a DSM Locked Content Product.

1.9 A "DSM Locked Content Implemented License" shall mean the license issued by EMI in order to vest in Universal Music Group the right to exploit a Relevant EMI Composition for a DSM Locked Content Product as permitted under Section 2.3, below, and in accordance with the provisions of Section 2.3.1 with respect to such Relevant EMI Composition, in a form consistent with this Agreement to be agreed promptly after the execution of this Agreement.

1.10 A Dual Disc Product, Multi-Session Audio Product, DSM Locked Content Product, or Video DSM Locked Content Product shall be considered "Distributed" if Universal Music Group and/or its licensee has voluntarily and permanently parted with possession of it as those terms are used in 17 U.S.C. section 115(c)(2) and the implementing regulations therefor.

1.11 A "Dual Disc Product" shall mean an optical disc product (including so-called "Dual Discs" and DVD-Audio) consisting of two or more separate "sides," separately accessible "sessions," or separate optical discs packaged and sold together, embodying only: (a) one "side" or separately accessible "session" or disc with a playing time of no more than [redacted] : consisting of audio-only material, typically in stereo (the "Standard Audio Side"), and (b) one or more audiovisual, or audio and audiovisual sides,

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separately accessible "sessions," or discs, with a collective playing time of the audiovisual material of no more than (the "AV Side") subject to the following additional limitations. The audio content contained on the Standard Audio Side shall consist of the same or substantially the same sound recordings as those on the Comparable Standard CD (where applicable) (i.e., there may be up to three tracks on the Standard Audio Side that do not appear on the Comparable Standard CD), and shall be approximately equivalent in length to the length of a single full-length "album." The AV Side may include Promotional Videos or other Audiovisual Recordings, musical underbeds, spoken word interviews, lyric displays, and/or other material or content, except that (a) the audiovisual content may not exceed , and (b) the only audio-only content that may appear on the AV Side is some or all of the same, or substantially the same, audio content contained on the Standard Audio Side (i.e., there may be up to three tracks on the AV Side that do not appear on the Standard Audio Side), but in a different audio or file format or formats (*e.g.*, surround sound, Dolby, LPCM, DTS, AAC, WMA), and such audio-only content may not exceed . The AV Side may not include commercial advertisements or traditional endorsements that use any EMI Composition to sponsor, endorse, or sell any unrelated product or service, or which otherwise reasonably suggest sponsorship or approval of any unrelated product or service by EMI or the relevant songwriter, without prior written consent from EMI.

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1.12 A "Dual Disc Product Implemented License" shall mean a license issued by EMI in order to vest in Universal Music Group the right to exploit a Relevant EMI Composition on a Dual Disc Product as permitted under Section 2.1, below, in accordance with the provisions of Section 2.1.1 with respect to such Relevant EMI Composition, in a form consistent with this Agreement to be agreed promptly after the execution of this Agreement.

1.13 The "Dual Disc Product Term" shall mean the period from the Effective Date through and including June 30, 2007. Notwithstanding the foregoing, and subject to paragraph 7 herein, Universal Music Group shall have (i) not less than thirty-six (36) months from the initial release of any individual title of a Dual Disc Product embodying a Relevant Universal Music Group Master released prior to June 30, 2007 to continue to manufacture and distribute such Dual Disc Product title; and (ii) a perpetual right to distribute (but not manufacture) such Dual Disc Product title thereafter. No rights are granted herein to Universal Music Group to manufacture or distribute any new Dual Disc Product title after June 30, 2007, which title had not been released prior to June 30, 2007.

1.14 An "EMD Music Video Sale" shall mean an individual, permanent digital download of a digital file embodying a Promotional Video or other Audiovisual Recording, but shall not include any Promotional Video or other Audiovisual Recording, or other embodiment of a Universal Music Group Master in an audiovisual work, fixed on a standard CD, Dual Disc Product, DVD, film, or any other optical disc or other "physical" media. An EMD Music Video Sale shall not, however, include any file embodying an audiovisual work that is either resident on a telecommunications device (e.g., a telephone, pager, or Blackberry™) at the point of sale, or is or is intended to be transmitted to and then made resident on a telecommunications device subsequent to the sale of such device, and that in either case is intended to be played on such device to announce the reception of an incoming telephone call or other communication or message or to alert the receiver as to the fact that there is a communication or message, but such file may, if it meets the definition in subparagraph 1.45, be considered a Video Master Ringtone for the purposes of subject to the terms of this Agreement.

1.15 An "EMI Composition" shall mean a musical composition (including any interest therein arising from any cleared "samples" included therein) in which the rights which are the subject matter of this Agreement are owned or controlled by, or licensed to, EMI, in whole or in part, in the Territory, and which are available, to the extent of EMI's ownership or control thereof, and to the extent of its rights, for the purposes described herein, subject to the terms and conditions set forth in this Agreement and to any existing explicit restrictions or limitations thereon imposed pursuant to the Songwriter Agreements or otherwise, unless and until EMI or Universal Music Group has been able to have any such restriction or limitation removed. EMI shall use its best reasonable business efforts to set forth any such existing explicit restrictions or limitations on Schedule E hereto, including by listing on such Schedule E any songwriter(s) from whom prior written approval must be obtained for the proposed exploitation of such composition in the particular New Digital Media Product, and (a) no musical composition written in whole or in part by any songwriter(s) listed on Schedule E hereto (collectively, "Approval Parties") shall be deemed an "EMI Composition" hereunder unless and until EMI or Universal Music Group has obtained prior written approval from (or on behalf of) the applicable Approval Party or Approval Parties for the proposed exploitation of such composition in the particular New Digital Media Product, and (b) no musical composition subject to a restriction set forth on Schedule E shall be exploited in the manner or to the extent prohibited by such restriction or limitation unless and

until EMI or Universal Music Group has been able to have any such restriction or limitation removed: The parties shall cooperate with each other as far as reasonably practicable to use commercially reasonable business efforts to obtain approval from any Approval Party(ies) and/or to have such restrictions or limitations removed. To the extent that Universal Music Group may wish to take the position that such restriction or limitation is waived by virtue of a "controlled composition clause" in an agreement between Universal Music Group and the applicable writer, nothing herein shall preclude Universal Music Group from taking such position provided (i) that Universal Music Group fully indemnifies EMI in respect of any claim from or liability to such writer as a result of any action taken by Universal Music Group in respect thereof and (ii) that such reliance by Universal Music Group on such clause relates only to the issue of whether the applicable restriction or limitation has been waived, and has no affect whatsoever on the compensation payable in respect of the use in question, or any other applicable term, condition, right or obligation under this Agreement. EMI shall amend Schedule E from time to time to add or delete Approval Parties or restrictions or limitations to conform with and/or as required by Songwriter Agreements. Furthermore, in the event that EMI owns or controls or has a license to any musical composition only for a period of time during the Relevant Term, and is precluded from granting rights to Universal Music Group that extend beyond such period of time, then such musical composition may be considered an EMI Composition only for such period of time, and EMI shall use best reasonable business efforts to provide Universal Music Group with reasonable notice in connection therewith, including by notifying Universal Music Group of any writers that predeceased any applicable renewal term of copyright during the Relevant Term. Notwithstanding the foregoing, any failure by EMI to provide the notice described in the preceding sentence shall not constitute a breach of this Agreement. Universal Music Group acknowledges that EMI may, in the normal course of business, and otherwise, lose rights with respect to musical compositions, in which event such compositions may cease to be EMI Compositions hereunder, and EMI shall have no liability to Universal Music Group with respect to the unavailability of such musical compositions. Notwithstanding the foregoing, any license granted by EMI to Universal Music Group pursuant to this Agreement shall, to the extent possible under relevant law and contract, extend for the entire Relevant Term, and EMI's successor's rights shall be subject to such license, to the full extent allowable under applicable law. If a composition ceases to be an "EMI Composition" for any reason described in this subparagraph after Universal Music Group and/or a Service and has begun exploiting such EMI Composition under the terms hereof, Universal Music Group and/or the Service, as the case may be, shall, to the extent required by such restriction or limitation, cease further distribution of such EMI Composition promptly following receipt of written notice by EMI that such composition is no longer an "EMI Composition." With respect to any such musical composition which may be owned or controlled by EMI only in part, the term "EMI Composition" shall only refer to that portion of the musical composition controlled by EMI, and this Agreement does not compromise, limit, or affect in any way Universal Music Group's rights to other portions of the composition, including any right it may have to rely on any applicable controlled composition clause for the use thereof. The parties shall cooperate with each other as far as reasonably practicable in an effort to identify any co-Publishers of such a composition.

1.16 An "Exhibition-Only Video Stream" shall mean a non-permanent exhibition of a Promotional Video or other Audiovisual Recording via commercially reasonable streaming media technology (e.g., RealSystem G2 from RealNetworks, or Microsoft Windows Media Technologies), or similar technology appropriate to cable television, satellite and/or telecommunication networks that, in the ordinary course, does not result in a digital download, other permanently playable fixation in a digital file, or other permanently playable copy of the Promotional Video or Audiovisual Recording being made on the end user's computer or other playback device. An Exhibition-Only Video Stream shall not, however, include an audiovisual

work (including a Promotional Video or other Audiovisual Recording) embodied in, distributed, or otherwise transmitted as, a Telecommunication Personalization Product.

1.17 An "Implemented License" shall mean a license issued by EMI in order to vest in Universal Music Group the right to exploit a Relevant EMI Composition in a New Digital Media Product in accordance with the terms of this Agreement. For the purposes of this Agreement, reference to an Implemented License shall mean any or all of the following: a Dual Disc Implemented License, a Telecommunication Personalization Products Implemented License, a Digital Video Product Implemented License, a DSM Locked Content Implemented License, or a Multi-Session Implemented License.

1.18 A "Limited Video Download" shall mean an individual conditioned, "timed-out," or limited digital download of a digital file embodying a Promotional Video or other Audiovisual Recording, but shall not include any Promotional Video or other Audiovisual Recording, or other embodiment of a Universal Music Group Master in an audiovisual work, fixed on a standard CD, Dual Disc Product, DVD, film, or any other optical disc or other "physical" media. A Limited Video Download shall not, however, include an audiovisual work (including a Promotional Video or other Audiovisual Recording) embodied in, distributed, or otherwise transmitted as, a Telecommunication Personalization Product.

1.19 A "Locked Content Product" shall mean a DSM Locked Content Product, a Video DSM Locked Content Product, a Master Ringtone Locked Content Product, or a Video Master Ringtone Locked Content Product.

1.20 The "Locked Content Term" shall mean the period from the Effective Date through and including June 30, 2007, provided however that, subject to paragraph 7 herein, (a) with respect to Locked Content Products sold on or before June 30, 2007 or as provided below in this subparagraph, the consumer shall be permitted to Unlock (defined in subparagraph 1.8 above) any encrypted content following the expiration of the Locked Content Term, (b) Universal Music Group and/or those acting under its authority may, after June 30, 2007, fulfill any orders placed for Locked Content Products during the foregoing period, and (c) Universal Music Group and/or those acting under its authority may, after June 30, 2007, sell off any physical Locked Content Products manufactured during the foregoing period.

1.21 A "Master Ringback" shall mean an audio-only file that is created from a segment or segments of a Universal Music Group Master (and, for the avoidance of doubt, that is not a so-called "monophonic" or "polyphonic" ringtone or ringback) and that is transmitted from a remote server, and which will be heard on a telecommunications device (e.g., a telephone, pager, or Blackberry™) of a consumer during the period of time between the initiation of the call or other communication by the consumer and the earlier of: (i) termination of the call or other communication by the consumer or (ii) acceptance of the call or other communication by the intended recipient or telecommunications network (e.g., voicemail). A Master Ringback may, together with the Universal Music Group Master, incidentally incorporate non-melodic tones or other sounds (e.g., a simulation of the sound of a ringing telephone, or a "voice over").

1.22 A "Master Ringtone" shall mean an audio-only file that is created from a segment or segments of a Universal Music Group Master (and, for the avoidance of doubt, that is not a so-called "monophonic" or "polyphonic" ringtone or ringback) and that is either resident on a telecommunications device (e.g., a telephone, pager, or Blackberry™) at the point of sale, or is transmitted to and then made resident on a telecommunications device subsequent to the sale of such device, and which is intended to be played on such device to announce the reception of

an incoming telephone call or other communication or message, or alert the receiver as to the fact that there is a communication or message. A Master Ringtone may, together with the Universal Music Group Master, incidentally incorporate non-melodic tones or other sounds (e.g., a simulation of the sound of a ringing telephone, or a "voice over"). If and to the extent that a file otherwise meeting the definition in the first sentence of this subparagraph also contains Promotional Videos or other Audiovisual Recordings, that file shall be considered a considered and treated as a Video Master Ringtone for the purposes of and subject to the terms of this Agreement.

1.23 A "Master Ringtone Locked Content Product" shall mean an audio-only file that is (a) created from a segment or segments of a Universal Music Group Master (and, for the avoidance of doubt, that is not a so-called "monophonic" or "polyphonic" ringtone or ringback) and that is either resident on a telecommunications device (e.g., a telephone, pager, or Blackberry™) at the point of sale, or is transmitted to and then made resident on a telecommunications device subsequent to the sale of such device, and which is intended to be played on such device to announce the reception of an incoming telephone call or other communication or message, or alert the receiver as to the fact that there is a communication or message, and (b) is either (i) not otherwise accessible to the consumer without additional payment (that is, payment in addition to the payment for the telecommunications device itself) and/or authorization, or (ii) accessible by a consumer for no more than a limited time period and/or a limited number of "plays," that is, in either case, commercially reasonable for the purpose of, and made accessible to the consumer solely for the purpose of, inducing the consumer to make an additional payment to permanently Unlock the file (the latter, a "Trial Master Ringtone Locked Content Product"). A Master Ringtone may, together with the Universal Music Group Master, incidentally incorporate non-melodic tones or other sounds (e.g., a simulation of the sound of a ringing telephone, or a "voice over"). If and to the extent that a file otherwise meeting the definition in the first sentence of this subparagraph also contains Promotional Videos or other Audiovisual Recordings, that file shall be considered a considered and treated as a "Video Master Ringtone Locked Content Product" for the purposes of and subject to the terms of this Agreement.

1.24 A "Multi-Session Audio Product" shall mean an audio-only optical disc or discs or other recorded media (e.g., a copy-protected or other multi-session CD, or an SACD) embodying (a) a Standard Audio Side (defined in subparagraph 1.11 above), with a playing time of no more than consisting of the same or substantially the same sound recordings as those on a Comparable Standard CD (where applicable) (i.e., there may be up to three tracks on the Standard Audio Side that do not appear on the Comparable Standard CD), and approximately equivalent in length to the length of a single full-length "album" (the "First Session"), and (b) one or more other, separately accessible "sides," "sessions" or discs consisting of the same or substantially the same sound recordings as those on the First Session (i.e., there may be up to three tracks on such separately accessible "side" or "session" that do not appear on the Standard Audio Side), except those recordings may be (i) re-mastered or re-mixed in an alternative listening format (e.g., SACD, or 5.1 mix surround sound) (each, an "Other Session"), or (ii) embodied in DRM-protected digital media files intended for use in connection with a computer.

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1.25 A "Multi-Session Audio Product Implemented License" shall mean the license issued by EMI in order to vest in Universal Music Group the right to exploit a Relevant EMI Composition for a Multi-Session Audio Product as permitted under Section 2.2 and in accordance with the provisions of Section 2.2.1 with respect to such Relevant EMI Composition, in a form consistent with this Agreement to be agreed promptly after the execution of this Agreement.

1.26 The "Multi-Session Audio Product Term shall mean the period from the Effective Date through and including June 30, 2007, and, subject to paragraph 7 herein, continuing in perpetuity with respect to manufacture and distribution of any Multi-Session Audio Product title first released during the foregoing period. No rights are granted herein to Universal Music Group to manufacture or distribute any new Multi-Session Audio Product title after June 30, 2007, which title had not been released prior to June 30, 2007.

1.27 The "New Digital Media Products" shall mean only Dual Disc Products, Multi-Session Audio Products, Locked Content Products, Telecommunication Personalization Products, and Digital Video Products.

1.28 The "New Digital Media Audio Cap" shall mean

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1.29 A "Promotional Video" shall mean shall mean a video of the type that are shown on MTV2 or VH-1, that embodies a Universal Music Group Master.

1.30 A "Publisher" shall mean a music publisher or other person or entity that owns, administers, or controls copyrights in one or more musical compositions.

1.31 A "Relevant EMI Composition" shall mean any EMI Compositions embodied in whole or in part on a Universal Music Group Master, Promotional Video or Audiovisual Recording.

1.32 "Relevant Universal Music Group Master" shall mean any Universal Music Group Master embodying an EMI Composition, in whole or in part.

1.33 "Relevant Term" shall mean the Dual Disc Term, the Multi-Session Audio Product Term, the Locked Content Term, the Telecommunication Personalization Products Term, or the Digital Video Product Term, whichever is pertinent.

1.34 The "Sell Off Period" is defined in paragraph 7 below.

1.35 "Songwriter Agreement(s)" shall mean those agreements pursuant to which EMI has acquired rights with respect to any EMI Composition.

1.36 "Universal Music Group" shall have the meaning first set forth in the preamble above. For the avoidance of doubt, Universal Music Group does not include any non-record company (including, without limitation, any affiliated music publishing, television, motion picture or consumer-electronic company), or any record club affiliate or entity.

1.37 A "Universal Music Group Master" shall mean any master sound recording owned or controlled by, or licensed to, Universal Music Group, including, but not limited to, any Relevant Universal Music Group Master.

1.38 The "Standard Audio Cap" shall mean

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1.39 The "Statutory Mechanical Rate" shall mean eight and one-half U.S. cents ($.085) prior to January 1, 2007, and nine and one-tenth U.S. cents ($.091) thereafter (or, for songs more than five minutes, one and sixty-five one hundredths U.S. cents ($.0165) per minute prior to January 1, 2007, and one and seventy-five one hundredths U.S. cents ($.0175) per minute thereafter, to the extent not precluded by any "controlled composition" clause or other applicable provision in an artist agreement), or, for exploitations in Canada, any similar compulsory or prevailing mechanical royalty rate in Canada, as applicable.

1.40 A "Telecommunications Personalization Product" shall mean (a) a Master Ringtone; (b) a Master Ringback, or (c) a Master Ringtone Locked Content Product.

1.41 A "Telecommunication Personalization Products Implemented License" shall mean a license issued by EMI in order to vest in Universal Music Group the right to exploit a Relevant EMI Composition in a Telecommunication Personalization Product as permitted under Section 2.4, below, in accordance with the provisions of Section 2.4.1 with respect to such Relevant EMI Composition, in a form consistent with this Agreement to be agreed promptly after the execution of this Agreement.

1.42 The "Telecommunication Personalization Products Term" shall mean the period from the Effective Date through and including June 30, 2007. Notwithstanding the foregoing, subject to paragraph 7 herein, a consumer who has purchased, prior to June 30, 2007, a Master

Ringback Tone embodying a Relevant Universal Music Group Master, shall have no less than twelve (12) months from the date of purchase to continue to use that Master Ringback Tone.

1.43 The "Territory" shall mean the United States and Canada.

1.44 A "Video DSM Locked Content Product" shall mean a file (a) embodying one or more Promotional Videos or other Audiovisual Recordings encrypted or otherwise protected by digital rights management ("DRM"), (b) that is resident on a computer hard drive, consumer electronic device, or other digital storage media ("DSM") at the point of sale, and (c) is either (i) not otherwise accessible to the consumer without additional payment (that is, payment in addition to the payment for the computer hard drive, consumer electronic device, or other DSM itself) and/or authorization, or (ii) accessible by a consumer for no more than a limited time period and/or a limited number of "plays," that is, in either case, commercially reasonable for the purpose of, and made accessible to the consumer solely for the purpose of, inducing the consumer to make an additional payment to permanently Unlock the disc or file (the latter, a "Trial Video DSM Locked Content Product").

1.45 A Video Master Ringtone shall mean an audiovisual file embodying a segment or segments of a Promotional Video or other Audiovisual Recording (and, for the avoidance of doubt, that is not a so-called "monophonic" or "polyphonic" ringtone or ringback) and that is either resident on a wireless telecommunications device (e.g., a telephone, pager, or Blackberry™) at the point of sale, or is transmitted to and then made resident on a telecommunications device subsequent to the sale of such device, and which is intended to be played on such device to announce the reception of an incoming telephone call or other communication or message, or alert the receiver as to the fact that there is a communication or message. A Video Master Ringtone may, together with the Universal Music Group Master and Audiovisual Recording, incidentally incorporate non-melodic tones or other sounds (e.g., a simulation of the sound of a ringing telephone, or a "voice over").

1.46 A "Video Master Ringtone Locked Content Product" shall mean an audiovisual file that embodies a segment or segments of a Promotional Video or other Audiovisual Recording (and, for the avoidance of doubt, that is not a so-called "monophonic" or "polyphonic" ringtone or ringback) and that is either resident on a telecommunications device (e.g., a telephone, pager, or Blackberry™) at the point of sale, or is transmitted to and then made resident on a telecommunications device subsequent to the sale of such device, and which is intended to be played on such device to announce the reception of an incoming telephone call or other communication or message, or alert the receiver as to the fact that there is a communication or message, and (b) is either (i) not otherwise accessible to the consumer without additional payment (that is, payment in addition to the payment for the wireless telecommunications device itself) and/or authorization, or (ii) accessible by a consumer for no more than a limited time period and/or a limited number of "plays," that is, in either case, commercially reasonable for the purpose of, and made accessible to the consumer solely for the purpose of, inducing the consumer to make an additional payment to permanently Unlock the file (the latter, a "Trial Video Master Ringtone Locked Content Product").

2. Agreements as to Licensing Methodology and Royalty Rates.

2.1 Dual Disc Products.

2.1.1 ***Agreement to Issue Dual Disc Product Implemented Licenses.*** EMI hereby agrees to issue Dual Disc Product Implemented Licenses, or cause Dual Disc Product

Implemented Licenses to be issued, to Universal Music Group to synchronize, reproduce and distribute, solely in the Territory and (subject to paragraph 7) only during the Dual Disc Product Term, Relevant EMI Compositions contained on Dual Disc Products on the terms set forth herein. Such licenses shall include rights to synchronize, embody and display the lyrics of the Relevant EMI Compositions embodied in Relevant Universal Music Group Masters on such products, with the understanding that such lyrics shall be synchronized, embodied and displayed in a manner analogous to the way lyrics have been traditionally displayed in connection with standard CD products. Notwithstanding the preceding sentence, any such license to exploit lyrics hereunder shall not include the right to create a "karaoke" session or version of any Relevant EMI Composition. For the avoidance of doubt, EMI is not granting Universal Music Group any license to further reproduce, display or otherwise exploit lyrics separate and apart from their inclusion on the Dual Disc Product concerned and/or separate and apart from the Relevant Universal Music Group Masters to which they relate. Each Dual Disc Product requires new and separate mechanical licenses from those applicable to any comparable "single-session" audio-only CD (or any other product). For the avoidance of doubt, except as provided in subparagraph 2.5 herein, this Agreement grants Universal Music Group no right to license any EMI Composition embodied in a Promotional Video or other Audiovisual Work included on the Dual Disc Product to a third-party for use as original programming, or as part of a motion picture, short film, documentary or television program, or for any purpose other than as the Dual Disc Product.

2.1.1.1 The licensing implementation process for Dual Disc Products (including the audiovisual portions of Dual Disc Products) shall be essentially the same as the process that currently applies whenever Universal Music Group seeks to obtain a license from EMI to mechanically reproduce EMI Compositions on standard CDs. Neither EMI nor its affiliates or agents shall take or support any legal action against Universal Music Group for such unlicensed exploitation of an EMI Composition in a Dual Disc Product during the Dual Disc Product Term, including for infringement of copyright or breach of this Agreement, absent written notice to Universal Music Group pursuant to paragraph 9, and without giving Universal Music Group three (3) months from such notice of such unlicensed exploitation to cure such unlicensed exploitation by providing the information necessary for EMI to issue the appropriate license hereunder, and by executing such license (but nothing herein is intended to imply that Universal Music Group shall not act in good faith and seek to obtain the appropriate license from EMI on a timely basis). Notwithstanding the preceding sentence, where EMI is subject to a third-party claim and a delay could result in EMI being liable to a third-party, EMI may, upon written notice to Universal Music Group, require that Universal Music Group immediately request the appropriate license from EMI and may take legal action. In either event, once Universal Music Group requests a license pursuant to such a notice, EMI shall issue the license promptly, retroactive to release of the relevant Dual Disc Product. Notwithstanding anything contained in this subparagraph 2.1.1.1, Universal Music Group shall, prior to releasing any Dual Disc Product, endeavor in good faith to provide EMI with a list of all Promotional Videos and other Audiovisual Recordings embodying Relevant EMI Compositions contained on such Dual Disc Product.

2.1.2 *Audio-Related Royalty.*

REDACTED

2.1.3 *AV-Related Royalty.*

REDACTED

2.1.4 *Product Cap.*

REDACTED

2.1.5 *Lyrics.* REDACTED

2.1.6

2.1.7

REDACTED

2.1.8

2.2 **Multi-Session Audio Products.**

2.2.1 ***Agreement to Issue Multi-Session Audio Product Implemented Licenses.*** EMI hereby agrees to issue Multi-Session Audio Product Implemented Licenses, or cause Multi-Session Audio Product Implemented Licenses to be issued, to Universal Music Group to reproduce and distribute, solely in the Territory and (subject to paragraph 7) only during the Multi-Session Audio Product Term, Relevant EMI Compositions as embodied in Relevant Universal Music Group Masters contained on Multi-Session Audio Product Products on the terms set forth herein. Such licenses shall include rights to synchronize, embody and display the lyrics of the Relevant EMI Compositions embodied in Relevant Universal Music Group Masters on such products, with the understanding that such lyrics shall be synchronized, embodied and displayed in a manner analogous to the way lyrics have been traditionally displayed in connection with standard CD products. Notwithstanding the preceding sentence, any such license to exploit lyrics hereunder shall not include the right to create a "karaoke" session or version of any Relevant EMI Composition. For the avoidance of doubt, EMI is not granting Universal Music Group any license to further reproduce, display or otherwise exploit lyrics separate and apart from their inclusion on the Multi-Session Audio Product concerned and/or separate and apart from the Relevant Universal Music Group Masters to which they relate. Each Multi-Session Audio Product requires new and separate mechanical licenses from those applicable to any comparable "single-session" audio-only CD (or any other product). For the avoidance of doubt, except as provided in subparagraph 2.5 herein, this Agreement grants Universal Music Group no right to license any EMI Composition embodied in a Promotional Video or other Audiovisual Work included on the Multi-Session Audio Product to a third-party for

use as original programming, or as part of a motion picture, short film, documentary or television program, or for any purpose other than as the Multi-Session Audio Product.

2.2.1.1 The licensing implementation process for Multi-Session Audio Products shall be essentially the same as the process that currently applies whenever Universal Music Group seeks to obtain a license from EMI to mechanically reproduce EMI Compositions on standard CDs. Neither EMI nor its affiliates or agents shall take or support any legal action against Universal Music Group for such unlicensed exploitation of an EMI Composition in a Multi-Session Audio Product during the Multi-Session Audio Product Term, including for infringement of copyright or breach of this Agreement, absent written notice to Universal Music Group pursuant to paragraph 9, and without giving Universal Music Group three (3) months from such notice of such unlicensed exploitation to cure such unlicensed exploitation by providing the information necessary for EMI to issue the appropriate license hereunder, and by executing such license (but nothing herein is intended to imply that Universal Music Group shall not act in good faith and seek to obtain the appropriate license from EMI on a timely basis). Notwithstanding the preceding sentence, where EMI is subject to a third-party claim and a delay could result in EMI being liable to a third-party, EMI may, upon written notice to Universal Music Group, require that Universal Music Group immediately request the appropriate license from EMI and may take legal action. In either event, once Universal Music Group requests a license pursuant to such a notice, EMI shall issue the license promptly, retroactive to release of the relevant Multi-Session Audio Product.

2.2.2 ***Audio-Related Royalty.***

REDACTED

2.2.3. ***AV-Related Royalty.***

REDACTED

2.2.4 ***Lyrics.***

REDACTED

2.3 **DSM Locked Content Products**

2.3.1 ***Agreement to Issue DSM Locked Content Product Implemented Licenses.*** EMI hereby agrees to issue DSM Locked Content Product Implemented Licenses, or cause DSM Locked Content Product Implemented Licenses to be issued, to Universal Music Group to reproduce and distribute, solely in the Territory and (subject to paragraph 7) only during the DSM Locked Content Product Term, Relevant EMI Compositions as embodied in Relevant Universal Music Group Masters contained on DSM Locked Content Products on the terms set forth herein. Such licenses shall include rights to synchronize, embody and display the lyrics of the Relevant EMI Compositions embodied in Relevant Universal Music Group Masters on such products, with the understanding that such lyrics shall be synchronized, embodied and displayed in a manner analogous to the way lyrics have been traditionally displayed in connection with standard CD products. Notwithstanding the preceding sentence, any such license to exploit lyrics hereunder shall not include the right to create a "karaoke" session or version of any Relevant EMI Composition. For the avoidance of doubt, except as provided in subparagraph 2.5 herein, EMI is not granting Universal Music Group any license to further reproduce, display or otherwise exploit lyrics separate and apart from their inclusion on the DSM Locked Content Product concerned and/or separate and apart from the Relevant Universal Music Group Masters to which they relate. Each DSM Locked Content Product requires new and separate mechanical licenses from those applicable to any comparable "single-session" audio-only CD (or any other product), and is deemed a new release as of the date Universal Music Group receives any compensation related to the distribution of the DSM Locked Content Product, or when the DRM for the DSM Locked Content is Unlocked, whichever is earlier, for the purpose of determining any applicable controlled composition rate.

2.3.1.1 The licensing implementation process for DSM Locked Content Products shall be essentially the same as the process that currently applies whenever Universal Music Group seeks to obtain a license from EMI to mechanically reproduce EMI Compositions on standard CDs. Neither EMI nor its affiliates or agents shall take or support any legal action against Universal Music Group for such unlicensed exploitation of an EMI Composition in a DSM Locked Content Product during the DSM Locked Content Product Term, including for infringement of copyright or breach of this Agreement, absent written notice to Universal Music Group pursuant to paragraph 9, and without giving Universal Music Group three (3) months from such notice of such unlicensed exploitation and/or breach to cure such infringement or breach by obtaining the appropriate license from EMI (but nothing herein is intended to imply that Universal Music Group shall not act in good faith and seek to obtain the appropriate license from EMI on a timely basis). Notwithstanding the preceding sentence, where EMI is subject to a third-party claim and a delay could result in EMI being liable to a third-party, EMI may, upon

2.4 Telecommunication Personalization Products.

2.4.1 *Agreement to Issue Telecommunication Personalization Product Implemented Licenses.* Provided that the conditions set forth in Section 2.4.1.1 are fulfilled, EMI hereby agrees to issue Telecommunications Personalization Product Implemented Licenses, or cause Telecommunications Personalization Product Implemented Licenses to be issued, to Universal Music Group or to third-party services as provided for herein ("Services"), to reproduce and distribute solely in the Territory and (subject to paragraph 7) only during the Telecommunication Personalization Products Term, Telecommunication Personalization Products that embody Relevant EMI Compositions, on the terms provided hereunder, and such licenses shall include the rights, for such purpose only, (a) to reproduce the musical composition onto a server, (b) to reproduce the musical composition on a telecommunications device (e.g., a telephone, pager, or Blackberry™), and (c) to create any temporary or incidental reproductions. This Agreement does not cover any performance rights, synchronization rights, print or karaoke rights, or, without EMI's prior written approval, the use of the Telecommunication Personalization Product to market or promote a product or service (except to the extent the Telecommunication Personalization Product itself constitutes an endorsement of the telecommunications device or the service or provider through which it is being offered).

2.4.1.1 Whenever Universal Music Group and/or a Service desires to exploit Relevant EMI Compositions in Telecommunication Personalization Products, Universal Music Group and/or the Service shall upon entering into an agreement with a Service for distribution by a Service of Telecommunication Personalization Products embodying Relevant EMI Compositions, (a) promptly provide EMI with written notice of the agreement, and (b) promptly thereafter provide EMI a copy of the fully executed agreement between the Service and Universal Music Group (the "Telecommunication Personalization Product License Documentation"). The Service shall then be added to Schedule B (described below). EMI shall promptly issue a Telecommunication Personalization Product Implemented License for any or all Relevant EMI Compositions included on the TPP Approved Compositions List (defined below) to be embodied in Telecommunication Personalization Product(s) exploited by Universal Music Group or the Service, as the case may be, in accordance with the terms of this Agreement. The Telecommunication Personalization Product Implemented License shall be retroactive to the first exploitation of the Relevant EMI Composition in a Telecommunication Personalization Product by Universal Music Group, or by the Service pursuant to this Agreement. The "TPP Approved Compositions List" shall mean the list of the Relevant EMI Compositions that Universal Music Group and EMI agree are available for exploitation as Telecommunication Personalization Products under the terms set forth in this subparagraph 2.4, consisting of (a) Relevant EMI Compositions that are not subject to approval by Approval Parties designated on Schedule E, and (b) Relevant EMI Compositions that are subject to approval by Approval Parties designated on Schedule E and as to which the necessary approvals have been or are obtained, and that Universal Music Group has notified EMI it is exploiting in Telecommunication Personalization Products. The most current version of the TPP Approved Compositions List as of the Effective Date is annexed hereto as Schedule F. Universal Music Group shall, from time to time, provide EMI with written notice of additional Relevant EMI Compositions it desires to add to the TPP Approved Compositions List, and the same shall be so added if, in whole or in part, they are (a) Relevant EMI Compositions that are not subject to approval by Approval Parties designated on Schedule E, or (b) Relevant EMI Compositions that are subject to approval by Approval Parties designated on Schedule E and as to which the necessary approvals have been or are obtained. For the avoidance of doubt, neither Universal Music Group nor any Service shall exploit in a Telecommunication Personalization Product any Relevant EMI Composition that is subject to approval by an

Approval Party designated on Schedule E prior to the necessary approval(s) having been obtained. Also for the avoidance of doubt, if a composition ceases to be an "EMI Composition" for any reason after Universal Music Group and/or a Service has begun exploiting such EMI Composition in a Telecommunication Personalization Product, including where a songwriter or other Approval Party not listed on Schedule E at the time of such exploitation requires prior written approval for the exploitation of such composition in the Telecommunication Personalization Product, and the parties are unable to obtain such approval, Universal Music Group and/or a Service shall, to the extent required by such restriction or limitation, cease further distribution of such EMI Composition promptly following receipt of written notice by EMI that such composition is subject to such restriction and/or is no longer an "EMI Composition."

2.4.2 ***Licensing Methodology.***

2.4.2.1 EMI retains the sole and exclusive right to license (or, subject to the terms hereof, to refrain from licensing) any use of a Relevant EMI Composition (and/or any other EMI Composition) in connection with a Telecommunication Personalization Product by either Universal Music Group or by a third-party service or entity (a "Service"), subject to this subparagraph 2.4.2.1 and to subparagraph 3.3 below. Universal Music Group shall have the right to itself directly exploit (but not to sublicense others to exploit) Relevant EMI Compositions embodied in Telecommunication Personalization Products, with and subject to EMI's advance written approval, and subject to the royalty rates and payment provisions contained in subparagraphs 2.4.2.3 and 2.4.3 below (the "EMI Rates"). Universal Music Group shall also have the right to act as EMI's agent for the sole purpose of licensing to a Service the right to exploit Relevant EMI Compositions embodied in Telecommunication Personalization Products, with and subject to EMI's advance approval, and subject to the EMI Rates. EMI has pre-approved (a) Universal Music Group to act as EMI's agent in licensing to the Services listed on the confidential Schedule B annexed hereto the right to exploit Relevant EMI Compositions embodied in Telecommunication Personalization Products, and (b) Universal Music Group's direct exploitations of Relevant EMI Compositions embodied in Telecommunication Personalization Products as set forth on the confidential Schedule B1 annexed hereto, subject to the EMI Rates. In addition, EMI shall not unreasonably withhold its approval of Universal Music Group's acting as EMI's agent in licensing to the Services not listed in Schedule B or Schedule C. Nevertheless, in the event that any Service (including those Services listed on Schedule B) wishes to deal directly with EMI, it may seek a license directly from EMI. Notwithstanding the preceding sentence, EMI shall not solicit direct licenses from the Services listed on Schedule B, and is prepared to have Universal Music Group act as its agent for the sole purpose of licensing to these Services the right to exploit Relevant EMI Compositions embodied in Telecommunication Personalization Products, subject to the terms and conditions of this Agreement. Notwithstanding anything to the contrary contained herein or in any license between Universal Music Group and a Service (including those Services listed on the confidential Schedule B annexed hereto) entered into prior to or during the Telecommunication Personalization Product Term, EMI shall have the sole and exclusive right (upon the terms set out herein, including the EMI Rates, or as otherwise agreed between EMI and the Service) to license to the Services listed on the confidential Schedule C annexed hereto the right to exploit Relevant EMI Compositions embodied in Telecommunication Personalization Products. As an inducement to Universal Music Group and Services to invest in the promotion of Telecommunication Personalization Products that embody Relevant Universal Music Group Masters, EMI agrees that it shall not issue any license to re-record, in connection with a Telecommunication Personalization Product, a Relevant EMI Composition as a so-called "sound-alike" of a current Relevant Universal Music Group Master. Notwithstanding the

foregoing, EMI may exploit, or issue a license to exploit, any EMI Composition embodied in any sound recording released on phonorecords through traditional, normal retail channels.

2.4.2.2 EMI and Universal Music Group agree that the only royalties and licensing methodology applicable to any exploitation contemplated hereunder, during any part of the Telecommunication Personalization Product Term and in the Territory, of EMI's *pro rata* share of any Relevant EMI Composition in connection with a Telecommunication Personalization Product, shall be the EMI Rates and methodology described herein, and such rates shall apply to any and all licenses contemplated in subparagraph 2.4.2.1 above. With respect to the exploitation contemplated hereunder, during any part of the Telecommunication Personalization Product Term and in the Territory, of EMI's *pro rata* share of any Relevant EMI Composition in connection with a Telecommunication Personalization Product, such EMI Rates and methodology cannot be superseded, diminished, reduced, adjusted, or altered by any agreement (including any agreement entered into prior to the Effective Date), by any otherwise applicable law, or by or as a result of any "controlled composition" clause or provision (or any other provision contained in any artist, side artist, producer, "outside controlled writer," or other agreement), and can only be modified by a written agreement signed by Universal Music Group or a Service, on the one hand, and EMI, on the other hand, after the Effective Date.

REDACTED

REDACTED

2.4.3.2 *"Effective Retail Price."*

REDACTED

REDACTED

2.4.3.4 *"Hybrid" and Other Fee Structures – Direct License By EMI.*

REDACTED

REDACTED

2.5 Digital Video Products.

2.5.1 *Agreement to Issue Digital Video Product Implemented Licenses.* Provided that the conditions set forth in Section 2.5.1.1 are fulfilled, EMI hereby agrees to issue Digital Video Product Implemented Licenses, or cause Digital Video Product Implemented Licenses to be issued, to Universal Music Group or to third-party services as provided for herein ("Services"), to synchronize, reproduce and distribute, solely in the Territory and (subject to paragraph 7) only during the Digital Video Product Term, Relevant EMI Compositions as embodied in Promotional Videos and Audiovisual Recordings contained on Digital Video Products, including the rights, for such purpose only, (a) to reproduce the musical composition onto a server, (b) to reproduce the musical composition on a playback device,(c) to create any temporary or incidental reproductions, and (d) to permit consumers to (i) make personal use transfers of any EMD Music Video Sale or Limited Video Download distributed to such consumer to such consumer's playback device(s) and (ii) make a limited number of personal use copies of any EMD Music Video Sale or Limited Video Download distributed to such consumer, on the terms set forth herein. For clarity, and without limitation, this subparagraph 2.5.1 does not cover the synchronization, reproduction or distribution of any Promotional Video or other Audiovisual Recording, or other embodiment of a Universal Music Group Master in an audiovisual work, on or in connection with a standard CD, Dual Disc Product, DVD, film, or any other optical disc or other "physical" media, or for any purpose other than as a Digital Video Product. For the avoidance of doubt, this Agreement grants Universal Music Group no right to license any EMI Composition embodied in a Promotional Video or other Audiovisual Work included on the Digital Video Product to a third-party for use as original programming, or as part of a motion picture, short film, documentary or television program. Notwithstanding the foregoing, a third-party Service licensed pursuant to an Implemented License may distribute Exhibition-Only Video Streams that consist of Promotional Videos, or other Audiovisual Recordings that are similar to Promotional Videos (e.g., long-form videos or short films, but not feature-length motion pictures or broadcast television programs), as part of original, television-like programming (but may not synchronize or incorporate such Exhibition-Only Streams in any other traditional manner that would traditionally require a synchronization license from EMI). Each Digital Video Product shall be deemed a new release as the date of actual release in the US or Canada, as the case may be, of the Digital Video Product for the purpose of determining any applicable controlled composition rate.

2.5.1.1 Whenever Universal Music Group and/or a Service desires to exploit Relevant EMI Compositions in Digital Video Products, Universal Music Group and/or the Service shall upon entering into an agreement with a Service for distribution by a Service of Digital Video Products embodying Relevant EMI Compositions, (a) immediately provide EMI with written notice of the agreement, and (b) promptly provide EMI a copy of the fully executed agreement between the Service and Universal Music Group (the "Digital Video Product License Documentation"). The Service shall then be added to Schedule D (described below). EMI shall promptly issue a Digital Video Product Implemented License for any or all Relevant EMI Compositions included on the Digital Video Product Approved Compositions List (defined below) to be embodied in Digital Video Product(s) exploited by Universal Music Group or the Service, as the case may be, in accordance with the terms of this Agreement. The Digital Video Product Implemented License shall be retroactive to the first exploitation of the Relevant EMI Composition in a Digital Video Product by Universal Music Group, or by the Service pursuant to this Agreement Digital Video Product License Documentation. The "Digital Video Product Approved Compositions List" shall mean the list of the Relevant EMI Compositions that Universal Music Group and EMI agree are available for exploitation as Digital Video Products

under the terms set forth in this subparagraph 2.5, consisting of (a) Relevant EMI Compositions that are not subject to approval by Approval Parties designated on Schedule E, and (b) Relevant EMI Compositions that are subject to approval by Approval Parties designated on Schedule E and that the necessary approvals have been or are obtained, and that Universal Music Group has notified EMI it is exploiting in Digital Video Products. The most current version of the Digital Video Product Approved Compositions List as of the Effective Date is annexed hereto as Schedule G. Universal Music Group shall, from time to time, provide EMI with written notice of additional Relevant EMI Compositions it desires to add to the Digital Video Product Approved Compositions List, and the same shall be so added if, in whole or in part, they are (a) Relevant EMI Compositions that are not subject to approval by Approval Parties designated on Schedule E, or (b) Relevant EMI Compositions that are subject to approval by Approval Parties designated on Schedule E and that the necessary approvals have been or are obtained. For the avoidance of doubt, neither Universal Music Group nor any Service shall exploit in a Digital Video Product any Relevant EMI Composition that is subject to approval by an Approval Party designated on Schedule E prior to the necessary approval(s) having been obtained. Also for the avoidance of doubt, if a composition ceases to be an "EMI Composition" for any reason after Universal Music Group and/or a Service has begun exploiting such EMI Composition in a Digital Video Product, including where a songwriter or other Approval Party not listed on Schedule E at the time of such exploitation requires prior written approval for the exploitation of such composition in the Digital Video Product, and the parties are unable to obtain such approval, Universal Music Group and/or a Service shall, to the extent required by such restriction or limitation, cease further distribution of such EMI Composition promptly following receipt of written notice by EMI that such composition is subject to such restriction and/or is no longer an "EMI Composition."

2.5.2 ***Licensing Methodology.***

2.5.2.1 EMI retains the sole and exclusive right to license (or refrain from licensing) any use of a Relevant EMI Composition (and/or any other EMI Composition) in connection with a Digital Video Product by either Universal Music Group or by a third-party service or entity (a "Service"), subject to this subparagraph 2.5.2.1 and subparagraph 3.4 below, Universal Music Group shall have the right to itself directly exploit (but not to sublicense others to exploit) Relevant EMI Compositions embodied in Digital Video Products, with and subject to EMI's advance written approval, and subject to the royalty rates and payment provisions contained in subparagraphs 2.5.3 below. Universal Music Group shall also have the right to act as EMI's agent for the sole purpose of licensing to a Service the right to exploit Relevant EMI Compositions embodied in Digital Video Products, with and subject to EMI's advance approval, and subject to the royalty rates and payment provisions contained in subparagraphs 2.5.3 below. EMI has pre-approved (a) Universal Music Group to act as EMI's agent in licensing to the Services listed on the confidential Schedule D annexed hereto the right to exploit Relevant EMI Compositions embodied in Digital Video Products, and (b) Universal Music Group's direct exploitations of Relevant EMI Compositions embodied in Digital Video Products as set forth on the confidential Schedule D1 annexed hereto, subject to the royalty rates and payment provisions contained in subparagraphs 2.5.3 below. Nevertheless, in the event that any Service (including those Services listed on Schedule D) wishes to deal directly with EMI, it may seek a license directly from EMI. Notwithstanding the preceding sentence, EMI shall not solicit direct licenses from the Services listed on Schedule D, and is prepared to have Universal Music Group act as its agent for the sole purpose of licensing to those Services the right to exploit Relevant EMI Compositions embodied in Digital Video Products, subject to the terms and conditions of this Agreement. Notwithstanding anything to the contrary contained herein or in any license between Universal Music Group and a Service (including those Services listed on

Schedule D), EMI shall have the sole and exclusive right to license to the Services listed on the confidential Schedule H annexed hereto the right to exploit Relevant EMI Compositions embodied in Digital Video Products.

2.5.2.2 It is understood that the parties wish to, on an experimental basis, attempt to exploit Promotional Videos and Audiovisual Recordings as Digital Video Products, via newly developed consumer offerings which have not traditionally been commercially exploited, and which are delivered via Internet, cable television, satellite, telecommunication networks, and/or other similar types of use agreed to in advance, in writing, by EMI ("New Tech Distribution Platforms"). It is to that end that EMI agrees to issue licenses to exploit Digital Video Products via the New Tech Distribution Platforms (subject to the consent of its writers, if applicable) pursuant to subparagraph 2.5.1, but only during the Digital Video Product Term on the terms set forth herein. It is of the essence of this Agreement that at the conclusion of the Digital Video Product Term, Universal Music Group shall immediately cease all further distribution, transmission, reproduction, performance or other making available of Promotional Videos and Audiovisual Recordings embodying EMI Compositions as Digital Video Products pursuant to this license.

2.5.2.3 Unless otherwise approved by EMI in writing, Universal Music Group and/or any Service it licenses shall distribute Exhibition-Only Video Streams and/or Limited Video Downloads embodying EMI Compositions only via the following methods: (a) linear, pre-programmed video channels consisting of general programming, genre-based channels or "personalized"/user-influenced programming that have been pre-approved in writing by EMI; (b) video-on-demand ("VOD"), delivered via New Tech Distribution Platforms, whereby consumers will be allowed to select specific individual Promotional Videos or Audiovisual Recordings for instant play or for assembly in a user's uniquely generated "on-demand" playlist; and (c) other similar types of use agreed to in advance, in writing, by EMI, with such agreement not to be withheld unreasonably during the Digital Video Product Term.

2.5.3. ***Royalties.***

REDACTED

REDACTED

REDACTED

REDACTED

3. Definitive Understanding/Intent of Parties.

3.1 This Agreement is intended as the parties sole, exclusive and definitive understanding of the methodology and rates applicable to the exploitation of EMI's *pro rata* share of Relevant EMI Compositions in connection with the New Digital Media Products described herein and licensed pursuant hereto, in the Territory and in the Relevant Term. As such, it supersedes all understandings, claims, interpretations and agreements with which it may conflict. Accordingly, without limitation, in so far as the Relevant Universal Music Group Masters are concerned, EMI agrees that for the Relevant Term and Territory it shall not assert any claims inconsistent with these terms. Furthermore, without limitation, as between Universal Music Group and EMI, in so far as EMI's *pro rata* shares of the Relevant EMI Compositions are concerned, Universal Music Group agrees that for the Relevant Term and Territory, and as to New Digital Media Products licensed pursuant to this Agreement, it shall not assert any claims, or deal with any third-parties in a manner inconsistent with these terms. Nothing in this Agreement is intended to, or shall be deemed to (a) restrict or hamper Universal Music Group in its actual negotiations with third-party Publishers not controlled or administered, or co-controlled or co-administered, by EMI, or (b) restrict or hamper EMI in its actual negotiations with third-party record labels or Services. This Agreement neither authorizes Universal Music Group to, nor shall prevent Universal Music Group from, seeking to obtain and rely on any controlled composition clauses, other licenses, or compulsory licenses that may be available to it, and paying the royalties specified therein with respect to (x) any Publisher other than EMI holding an interest in a musical composition embodied in a New Digital Media Product (including any Publisher holding a partial interest, including a non-controlled interest, in a musical composition that is in part an EMI Composition during the Relevant Term and in the Territory), (y) any product or service other than a New Digital Media Product, and/or (z) subject to paragraph 7, any exploitation of a New Digital Media Product outside of the Relevant Term or Territory.

3.2 Intentionally omitted.

3.3 It is the intention of the parties, consistent with the Recitals to this Agreement, that this Agreement shall, *inter alia*, provide for the ready availability of licenses on reasonable rates and terms ("Relevant Licenses") enabling the use in the Relevant Term and Territory of Relevant EMI Compositions together with Relevant Universal Music Group Masters in Telecommunications Personalization Products, and this Agreement provides that Relevant Licenses may be made available to Services in different ways (e.g., directly from EMI, through Universal Music Group as EMI's agent, etc.) (collectively, "Methodologies"), subject to the royalty rates described in this Agreement and subject to the other terms herein. Notwithstanding anything herein, regardless of which Methodology is employed, no fiscally capable secure Service requesting such a Relevant License (which conforms to the applicable rates and terms) shall be denied such Relevant License.

3.4 It is the intention of the parties, consistent with the Recitals to this Agreement, that this Agreement shall, *inter alia*, provide for the ready availability of licenses on rates and terms to be agreed to or determined in accordance with subparagraph 2.5 ("Relevant Licenses") enabling the use in the Relevant Term and Territory of Relevant EMI Compositions together with Relevant Universal Music Group Masters in Digital Video Products, and this Agreement provides that Relevant Licenses may be made available to Services in different ways (e.g., directly from EMI, through Universal Music Group as EMI's agent, etc.) (collectively,

"Methodologies"), subject to the terms herein. Notwithstanding anything herein, regardless of which Methodology is employed, no fiscally capable secure Service requesting such a Relevant License (which conforms to the applicable rates and terms) shall be denied such Relevant License.

4. Limitations and Reservation of Rights.

4.1 This Agreement relates only to Relevant EMI Compositions and only to their use (a) together with, and as embodied in, the Relevant Universal Music Group Master, and (b) in the New Digital Media Products. Except as may be specifically provided for herein, this Agreement does not in any way affect any musical composition other than a Relevant EMI Composition, nor does it affect any exploitation of a Relevant EMI Composition separate and apart from the Relevant Universal Music Group Master. For clarity, EMI does not by this Agreement license or agree to license any exploitation of any EMI Composition outside of the Relevant Term or Territory.

4.2 Notwithstanding anything contained herein, no right of public performance is granted under this Agreement. For clarity, notwithstanding anything herein, where a performance license is required in order for Universal Music Group or a Service to exploit any New Digital Media Product, Universal Music Group or the Service, as the case may be, shall obtain such license under a separate agreement. Notwithstanding the foregoing, the parties reserve their legal positions and arguments as to which activities involving New Digital Media Products do or do not require a public performance license.

4.3 This Agreement does not authorize or permit any use of a EMI Composition not expressly set forth herein. EMI reserves all rights not expressly granted to Universal Music Group hereunder. All rights granted hereunder are granted on a non-exclusive basis.

4.4 Without limiting the force and effect of the foregoing, this Agreement does not include the rights to reproduce, distribute, synchronize, use or exploit an EMI Composition in any digital media format not specifically provided herein (including the right to make any digital phonorecord delivery), or, except as provided herein, on or in any broadcast/cablecast or on-line services (whether viewable in real time or downloadable), interactive program, platform, media or storage device.

4.5 Nothing contained in this Agreement shall preclude or inhibit EMI's ability to take any action with respect to the infringement of its rights in any EMI Composition (except to the extent that any licenses granted hereunder preclude enforcement against activities within the scope of those licenses).

4.6 Except for factual and/or descriptive purposes, no right whatsoever is being granted hereunder to use or authorize other persons to use the names (including any professional names, previously, now or hereafter used), facsimile signatures, voices, likenesses or biographical material of, concerning, or regarding any of the composers of an EMI Composition for any purpose whatsoever.

4.8 Where Universal Music Group embodies or displays lyrics in New Digital Media Products, EMI grants no right to synchronize the lyrics with any audiovisual material (except as provided in subparagraph 2.1.1 above).

5. **Security/Copyright Notice.** In addition to any other covenant, representation, warranty or agreement contained herein regarding encryption, security and/or Digital Rights Management ("DRM"), Universal Music Group further represents, warrants and agrees that all New Digital Media Products shall be distributed with industry-standard security measures that are applicable to such media. Universal Music Group further represents, warrants and agrees that in connection with New Digital Media Products, it shall use reasonable business efforts to prevent the creation or exploitation of any unauthorized copies of any Relevant Universal Music Group Masters in any facilities in its control in any form (including but not limited to, copies created by employees or contractors outside the immediate scope of their employment) ("Illicit Copies"). Universal Music Group shall use reasonable business efforts to accord appropriate copyright credit to EMI and/or its writers in a manner that is industry-standard for the relevant New Digital Media Product.

6. **Consideration Interdependent.** The terms and conditions set forth herein with respect to different products and services are interdependent, and each party's accession to terms, conditions and rates in any one paragraph is in consideration of the other party's accession to the terms, conditions and rates set forth in the remaining paragraphs, in their entirety.

7. **Sell Off.** Notwithstanding anything to the contrary contained herein, Universal Music Group and those claiming under it shall have the continuing rights of exploitation set forth in the definitions of the various Relevant Terms (with respect to each New Digital Media Product, the "Sell Off Period" for such product), subject to the following two sentences. With respect to each Dual Disc Product or Multi-Session Audio Product Distributed during the Sell Off Period, and each DSM Locked Content Product Unlocked, or for which Universal Music Group receives compensation for the right to Unlock, during the Sell Off Period (whichever event, as described in subparagraph 2.3.2, results in payment of compensation to Universal Music Group and payment by Universal Music Group of a royalty to EMI pursuant to that subparagraph), Universal Music Group shall pay to EMI the greater of (x) the applicable royalty contained in this Agreement, or, if one exists, (y) any otherwise applicable rate (whether determined by agreement, or by law) in effect at the time of such Distribution or Unlocking during the Sell Off Period, but after June 30, 2007. Notwithstanding anything contained herein, all sales during the Sell Off Period shall be in the ordinary course of business, and Universal Music Group shall act in good faith and shall not excessively manufacture product during the Relevant Term in an effort to stockpile "inventory" to sell after the Relevant Term.

8. **Accounting; Audit; Method of Payment.**

8.1 Royalties under this Agreement shall be paid to EMI, by Universal Music Group, or by a Service, as the case may be, on a quarterly basis within forty-five (45) days after each calendar quarter, and shall be accompanied by statements (which must be provided electronically), indicating, for each type of New Digital Media Product distributed, the number of each such product distributed in the Territory during the period. Universal Music Group shall begin accounting to EMI in the first quarter immediately subsequent to the first release or first distribution of the relevant New Digital Media Product.

8.2 Universal Music Group agrees to keep and maintain true and accurate records and books of account in connection with the distribution of New Digital Media Products and all transactions related thereto or otherwise contemplated under this Agreement, and to retain all such records and books for a period of not less than three (3) years after each accounting to EMI, and Universal Music Group will include an obligation in its agreements with each Service it licenses as EMI's agent that such Service shall do the same. EMI, by its designated

representative, shall have the right, upon reasonable written notice, and during normal office hours, and not more than one time with respect to any Relevant Term (although such audit may take place during or after the Relevant Term), to examine the books and records of Universal Music Group, at its regular place of business where the books and records are maintained, as the same pertain to the subject matter of this Agreement and to make copies and extracts thereof. Universal Music Group and each such Service shall cooperate with EMI's representative to assist them in understanding all such material. Universal Music Group will use commercially reasonable business efforts to (a) cause any licensed Service to provide EMI, by its designated representative, the right, upon reasonable written notice, and during normal office hours, and not more than one time with respect to any Relevant Term (although such audit may take place during or after the Relevant Term), to examine the books and records of such Service, at its regular place of business where the books and records are maintained, as the same pertain to the subject matter of this Agreement and to make copies and extracts thereof, and (b) to ensure that each of these accounting and audit provisions are contained in any license between Universal Music Group and a Service, and that EMI be made a third-party beneficiary of such provisions. The failure of such Service to honor any such accounting or audit provision shall not be deemed a breach of this Agreement by Universal Music Group.

8.3 All checks to EMI shall be in United States Dollars (or, the equivalent in Canadian Dollars, as the case may be), shall be made payable to EMI Music Publishing, and shall be sent to the address set forth in paragraph 9 below. All accountings and payments must be received by EMI on the date such payment and statement are due, according to the terms of this Agreement, time being of the essence hereof. No payments shall be diminished or reduced in any manner for any reason, including without limitation, any withholdings, currency restrictions, exchanges or taxes, and, for clarity, no amount(s) shall be set-off against, or recouped from, the payments due hereunder. Upon written request, EMI shall provide Universal Music Group with a current W-9 form for each music publishing catalog receiving payment.

8.4 Any direct or indirect payments received by Universal Music Group or a Service with respect to exploitation of Relevant EMI Compositions in New Digital Media Products that is an amount in excess of the share to which Universal Music Group or the Service is entitled under this Agreement (hereinafter called "Universal Music Group Excess Share") shall be reported by Universal Music Group or the Service, as the case may be, to EMI, and Universal Music Group or the Service, as the case may be, shall, within thirty (30) days thereof, remit to EMI the Universal Music Group Excess Share. In the event that EMI shall inform Universal Music Group or a Service of any claim by EMI that Universal Music Group or a Service, as the case may be, has been paid any Universal Music Group Excess Share, based on supporting documentation and details thereof which EMI shall furnish, then upon verification thereof by Universal Music Group or the Service, as the case may be, Universal Music Group or the Service shall, within thirty (30) days of verification, remit to EMI any Universal Music Group Excess Share.

8.5 Any direct or indirect payments received by EMI with respect to exploitation of Relevant EMI Compositions in New Digital Media Products that is an amount in excess of the share to which EMI is entitled under this Agreement (hereinafter called "EMI Excess Share") shall be reported by EMI to Universal Music Group, and EMI shall, within thirty (30) days thereof, remit to Universal Music Group the EMI Excess Share. In the event that Universal Music Group shall inform EMI of any claim by Universal Music Group that EMI has been paid any EMI Excess Share, based on supporting documentation and details thereof which EMI shall furnish, then upon verification thereof by EMI, EMI shall, within thirty (30) days of verification, remit to Universal Music Group any EMI Excess Share.

8.6 Notwithstanding anything to the contrary contained herein, Universal Music Group or a Service, as the case may be, shall, with respect to any Relevant Universal Music Group Master distributed in accordance with the terms of this Agreement, pay to EMI the relevant royalty as provided for in paragraph 2 herein, and in accordance with the payment provisions provided for in this paragraph 8, regardless of and notwithstanding whether Universal Music Group has or has not cleared, or is or is not able to clear, all or some of the rights in the Relevant Universal Music Group Master other than the rights owned or controlled by EMI.

8.7 Each party agrees to provide to the other copies of all licenses with any Service licensed with respect to Relevant EMI Compositions (and any other agreements between the party and the Service relevant to such licenses) (collectively, "Third Party Agreements") solely for the purpose of enabling each party to be satisfied that it is being accounted to on an accurate and timely basis, provided however that, other than in an audit, Universal Music Group may redact from any such Third Party Agreement any provisions not necessary to enable EMI to be satisfied that it is being accounted to on an accurate and timely basis. With respect to such disclosure of any Third Party Agreement, the receiving party acknowledges the confidential nature of the terms and conditions contained in such Third Party Agreements ("Confidential Information") and agrees that it shall not disclose Confidential Information any other person, or use any Confidential Information for any purpose other than as contemplated hereby, without the prior written consent of the disclosing party. Each party hereto agrees to take reasonable precautions (no less rigorous than the receiving party takes with respect to its own comparable Confidential Information) to prevent unauthorized or inadvertent disclosure of the other party's Confidential Information. Notwithstanding the foregoing, a receiving party may disclose Confidential Information of a disclosing party pursuant to any statute, regulation, order, subpoena or document discovery request, provided that prior written notice of such disclosure is furnished to the disclosing party as soon as practicable in order to afford the disclosing party an opportunity to seek, at its own expense, a protective order (it being agreed that if the disclosing party is unable to obtain or does not seek a protective order and the receiving party is legally compelled to disclose such information, disclosure of such information may be made without liability). Without limiting the foregoing, neither party shall submit or use in any manner in connection with an arbitration under subparagraph 2.5 or any other rate-setting proceeding whatsoever any of the other party's Third Party Agreements unless such other party has obtained access to them, in discovery under the Federal Rules of Civil Procedure, for the express purpose of such arbitration or other proceeding and in the course thereof.

9. **Notices.** Any notices, consent, approval, demand, or other communication to be given to EMI or to Universal Music Group shall be sent to EMI or Universal Music Group, as the case may be, at the address mentioned in this paragraph 9 below, or to such other address as the party may hereafter designate by notice in writing to the other party or to a Service. All notices, consents, approvals, demands, other communications and payments hereunder shall be hand delivered or sent by certified mail, return receipt requested, as follows:

To EMI:
EMI Music Publishing
1290 Avenue of the Americas
New York, New York 10104
Attention: Senior Vice President, Business and Legal Affairs

With a courtesy copy to:
Proskauer Rose LLP
1585 Broadway

New York, New York 10036
Attention: Frank P. Scibilia

To Universal Music Group: Universal Music Group
2220 Colorado Avenue
Santa Monica, California 90404
Attention: Executive Vice President, Business and Legal Affairs

With a courtesy copy to: Universal Music Group eLabs
2220 Colorado Avenue
Santa Monica, California 90404
Attention: Senior Vice President, Business and Legal Affairs

Any notice shall be deemed complete when the same (containing whatever information may be required hereunder) is deposited in any mail box properly addressed and sent as aforesaid, except that (a) all materials personally delivered shall be deemed served when actually received by the party to whom addressed, (b) air express materials shall be deemed served on the day of delivery to the air express company, (c) notices of change of address shall be effective only from the date of receipt, and (d) royalty statements may be sent by regular mail and shall be deemed rendered when actually received by EMI.

10. Ownership. Universal Music Group shall not at any time, directly or indirectly, license, transfer, assign, sell or otherwise dispose of, pledge, mortgage or in any way encumber any EMI Composition or any interest of any kind therein, and/or any right or license granted hereunder, other than as provided herein, and any such purported license, transfer, assignment, sale, disposal, pledge, mortgage or encumbrance shall be void and of no effect.

11. No Partnership. Nothing herein contained shall create any association, partnership, joint venture or relationship of principal and agent between the parties hereto, except as specifically provided for herein; it being understood that the parties hereto are, with respect to each other, independent contractors, and neither party shall have any authority to bind the other or the other's representatives in any way and shall not hold itself out to any person or entity as having authority.

12. Integration. The parties hereto agree that: (i) all understandings and agreements heretofore made between them with respect to the subject matter hereof are merged in this agreement, which fully and completely expresses their agreement with respect to the subject matter hereof and (ii) except as specifically set forth herein, all prior agreements among the parties with respect to such subject matter are superseded by this agreement which integrates all promises, agreements, conditions and understandings among the parties with respect to such subject matter. In addition, each party acknowledges that neither party nor any person acting on behalf of a party (including its agents, its representatives or its attorneys) has made any promise, representation or warranty whatsoever, express or implied, oral or written, not contained herein, and further acknowledges that they have not executed, and have not been induced to execute, this agreement in reliance upon any promise, representation or warranty. No change, modification, waiver or termination of this agreement shall be binding upon either party unless it is made by an instrument signed by an authorized officer of the party against whom enforcement is sought. A waiver by either party of any provision of this agreement in

any instance shall not be deemed a waiver of such provision, or any other provision hereof, as to any future instance or occurrence. All remedies, rights, undertakings, and obligations contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, or obligation of either party. The captions of the Articles in this agreement are included for convenience only and shall not affect the interpretation of any provision.

13. **Governing Law.** THIS AGREEMENT HAS BEEN ENTERED INTO IN THE STATE OF NEW YORK, AND THE VALIDITY, INTERPRETATION AND LEGAL EFFECT OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS ENTERED INTO AND PERFORMED ENTIRELY WITHIN THE STATE OF NEW YORK (WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES UNDER NEW YORK LAW). OTHER THAN AS SET FORTH IN SUBPARAGRAPH 2.5 WITH RESPECT TO THE DETERMINATION OF DIGITAL VIDEO PRODUCT ROYALTY RATES, THE NEW YORK COURTS (STATE AND FEDERAL) SHALL HAVE SOLE JURISDICTION OF ANY CONTROVERSIES REGARDING THIS AGREEMENT; ANY ACTION OR OTHER PROCEEDING WHICH INVOLVES SUCH A CONTROVERSY SHALL BE BROUGHT IN THOSE COURTS IN NEW YORK COUNTY AND NOT ELSEWHERE. THE PARTIES WAIVE ANY AND ALL OBJECTIONS TO VENUE IN THOSE COURTS AND HEREBY SUBMIT TO THE JURISDICTION OF THOSE COURTS.

14. **Sophisticated Parties; Independent Counsel.** The parties hereto are sophisticated and have had the opportunity to be represented by independent counsel throughout the negotiation and execution of this Agreement. As a consequence, no presumption of any law or rule relating to the interpretation of contracts against the drafter of any particular provision should be applied in this case, and the parties hereby waive their effects.

15. **Mutual Press Release.** Neither party hereto shall, without the prior written consent of the other party, issue any press release or make any other public announcement or statement relating to any terms and conditions of this agreement or to the negotiation thereof to which such party was privy or of which it was otherwise made aware (e.g., by being copied on correspondence or by being advised by another party to the negotiation). The parties shall mutually approve and issue a joint press release announcing the execution of this agreement, and shall mutually agree on a general description or characterization of the agreement, with which any public statements shall conform and follow in all material respects.

16. **Assignment; Change of Control.** This Agreement, and the rights, opportunities and obligations created pursuant to this Agreement, are not assignable, delegable, transferable, or sublicensable in any manner, in whole or in part, by Universal Music Group, except (i) as specifically provided herein, (ii) Universal Music Group may assign this Agreement in whole to any Affiliate so long as such Affiliate also owns or controls the Universal Music Group Masters, or (iii) Universal Music Group may assign this Agreement in whole to a person or entity owning, or acquiring, all of Universal Music Group's stock and/or assets (including the Universal Music Group Masters), provided however that in the event of such assignment, Universal Music Group shall not be released from its obligations hereunder unless such assignee agrees in writing to be bound by all of the provisions hereof. For the purpose of this paragraph 16, "Affiliate" shall mean any corporation or other entity which directly or indirectly controls, or is controlled by, or is under common control with, Universal Music Group. For purposes of this definition, "control" or "controlled" means ownership, directly or through one or more Affiliates, of fifty percent (50%) or more of the shares of stock entitled to vote for the election of directors, in the case of a corporation, or fifty percent (50%) or more of the equity interest in the case of any other type of

legal entity, status as a general partner in any partnership, or any other arrangement whereby a Party controls or has the right to control the Board of Directors or equivalent governing body of a corporation or other entity, or the ability to cause the direction of the management or policies of a corporation or other entity. The parties acknowledge that in the case of certain entities organized under the laws of certain countries, the maximum percentage ownership permitted by law for an investor is less than fifty percent (50%), and that in such case such lower percentage shall be substituted in the preceding sentence, PROVIDED THAT such investor otherwise has the power, directly or indirectly, to direct the management and policies of such entity. EMI may assign its rights or obligations under this Agreement in whole or in part provided any such assignee shall be bound by EMI's obligation hereunder.

17. **No Waiver.** Nothing in this Agreement is intended to waive, compromise, preclude or otherwise affect any legal position, defense or remedy that either party may wish to assert after the Relevant Term with respect to the rights or exploitations contemplated hereunder (including without limitation whether a public performance right is implicated by or requires licensing for any of the New Digital Media Products), all of which are expressly reserved.

18. **Right to Reject/Non-Arms'-Length Licensing.** EMI shall have the right to reject the inclusion of any EMI Composition(s) as part of any agreement between Universal Music Group and a Service, or (with respect to Telecommunication Personalization Products) between Universal Music Group and any of its affiliates (including, without limitation, any affiliated Universal Music Group or consumer electronics company), the terms of which (including royalty rates or other financial terms): (i) do not reflect fair-market terms because the Service, or Universal Music Group, is providing or has provided an additional benefit to a Universal Music Group affiliate (including, without limitation, any affiliated Universal Music Group or consumer electronics company) that does not also result in an appropriate financial benefit to EMI, or (ii) do not reflect an arms'-length transaction.

19. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all which together shall constitute one and the same instrument.

ACCEPTED AND AGREED:

UMG RECORDINGS, INC.

By: _____
An Authorized Signatory

EMI MUSIC PUBLISHING

By: _____
An Authorized Signatory

EXHIBIT CO 0221

REDACTED

REDACTED

REDACTED

Schedule 1

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

Scibilia, Frank P.

From: Steve_Englund@aporter.com
Sent: Monday, September 12, 2005 8:19 PM
To: Scibilia, Frank P.
Cc: Peters, Elliott (WMG Corp)
Subject: Schedule 1.44

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Steve Englund
Arnold & Porter LLP
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McLean, VA 22102

Steve_Englund@aporter.com
Telephone: 703-720-7009
Fax: 703-720-7399

For more information about Arnold & Porter LLP, click here:
http://www.arnoldporter.com

Scibilia, Frank P.

From: Scibilia, Frank P.

Sent: Monday, August 01, 2005 5:40 PM

To: 'Peters, Elliott (WMG Corp)'; 'jinsogna@emimusicpub.com'; 'cmiller@emimusicpub.com'; Grossman, Daryn; 'englust@aporter.com'

Subject: Revised NDMA

Attachments: EMI Warner Music Group NDMA(v11).DOC; EMI Warner Music Group NDMA(vRTF).DOC

REDACTED

Regards,

Frank

Frank P. Scibilia | Proskauer Rose LLP | 1585 Broadway | NY NY 10036
direct: 212.969.3038 | fax: 212.969.2900 | fscibilia@proskauer.com

New Digital Media Agreement

THIS AGREEMENT (the "Agreement") is made as of April 1, 2005 (the "Effective Date"), by and between, on the one hand, Warner Music Inc., 75 Rockefeller Plaza, New York, New York 10019, and its wholly-owned subsidiaries doing business in the Territory (defined herein) (collectively, "Warner Music Group"), and, on the other hand, EMI Music Publishing, 1290 Avenue of the Americas, New York, New York 10104 ("EMI").

WHEREAS Warner Music Group desires to exploit various audio-only and audiovisual master recordings now or later owned, controlled or licensed by Warner Music Group (the "Warner Music Group Masters") in a variety of new digital music products, formats and services (described more fully herein, and defined herein, collectively, as the "New Digital Media Products");

WHEREAS, various of the Warner Music Group Masters (defined herein as the "Relevant Warner Music Group Masters") now or may later embody EMI Compositions (defined herein), or parts thereof;

WHEREAS, each of EMI and Warner Music Group wish to enable Warner Music Group to exploit EMI Compositions embodied on Relevant Warner Music Group Masters (defined herein as the "Relevant EMI Compositions") in the New Digital Media Products and to assure that certain third-party services will be able to obtain efficiently licenses with respect to certain such products on reasonable terms;

WHEREAS, among other things, in an effort to deter piracy, and to ensure that the parties receive appropriate compensation for the digital distribution of Relevant Warner Music Group Masters and EMI Compositions, the parties wish to further the goal of providing for the widespread but secure exploitation of Relevant EMI Compositions in the New Digital Media Products;

WHEREAS, the parties wish to enter into licenses pursuant to which Relevant Warner Music Group Masters may be exploited in the manner described herein via the New Digital Media Products, and wish to agree upon the royalties and licensing methodology applicable to such licenses; and

WHEREAS, the parties wish (a) to set forth in this Agreement their sole, exclusive and definitive understanding of the methodology and royalty rates applicable, to the exploitation of EMI's pro rata share of the Relevant EMI Compositions for use as embodied in the Relevant Warner Music Group Masters, in connection with the New Digital Media Products described herein, during the Relevant Term (defined herein) and in the Territory; and (b) to have this Agreement supersede all understandings, claims, interpretations and agreements regarding the subject matter hereof for the Relevant Term and in the Territory only;

NOW THEREFORE, without waiving or otherwise prejudicing any legal positions or arguments that either party may wish to assert (a) outside the Territory or (b) after the expiration of the applicable term hereof, or (c) as to products other than New Digital Media Products or (d) with respect to musical compositions other than EMI's pro-rata share of Relevant EMI Musical Compositions, all of which are expressly reserved, in consideration of the mutual promises set forth herein, the sufficiency of which are hereby acknowledged, the parties agree as follows:

1 Definitions.

1.1 The "Audio-Related Royalty" shall mean the:

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1.2 An "Audiovisual Recording" shall mean a work consisting of video footage that is owned or controlled by, or licensed to, Warner Music Group, in synchronization with an audio Warner Music Group Master (for example, a Promotional Video, or live concert footage) of a Relevant EMI Composition. Notwithstanding the foregoing, any feature-length motion picture or complete episode of any television program shall be excluded from the definition of Audiovisual Recording and shall not be subject to this Agreement, or to any of the royalty rates provided for herein or to be agreed upon or established pursuant to this Agreement, provided, however, that nothing herein shall limit Warner Music Group from utilizing a portion of any feature-length motion picture or television program as an Audiovisual Recording, including by including such portion as an Audiovisual Recording on a Dual Disc Product pursuant to the terms of this Agreement, or by exploiting the same in a Digital Video Product.

1.3 A "Comparable Standard CD" shall mean (a) a single-session audio-only compact disc playable in a Red Book-audio-standard compact disc player or other Red Book-audio-compatible player that embodies the same or virtually the same "set" of sound recordings contained on the relevant Dual Disc Product, Multi-Session Audio Product, or DSM Locked Content Product; or (b) in the event the foregoing does not exist, the hypothetical Red Book-audio-standard compact disc equivalent embodying all or substantially all of the Warner Music Group Masters contained on the Standard Audio Side (defined in subparagraph 1.11) of a Dual Disc Product, the "First Session" (defined in subparagraph 1.23) of a Multi-Session Audio Product, or the DSM Locked Content Product, provided that such Standard Audio Side, "First Session," or DSM Locked Content Product is approximately equivalent in length to, and does not exceed, a conventional standard-length single disc CD.

1.4 A "Digital Video Product" shall mean only (a) an EMD Music Video Sale, or (b) an Exhibition-Only Video Stream, or (c) a Limited Video Download, or (d) another reasonably similar form of licensed digital exploitation of an Audiovisual Recording that is acceptable to EMI and approved in writing by EMI for inclusion hereunder, in its sole but reasonable discretion.

1.5 A "Digital Video Product Implemented License" shall mean the license issued by EMI in order to vest in Warner Music Group the right to exploit a Relevant EMI Composition contained on a Digital Video Product as permitted under Section 2.5, below, and in accordance with the provisions of Section 2.5.1 with respect to such Relevant EMI Composition. The form of the Digital Video Product Implemented License is set forth on Schedule 1.5 hereto.

1.6 The "Digital Video Product Term" shall mean the period commencing on the Effective Date, through and including June 30, 2007.

1.7 A "DSM Locked Content Implemented License" shall mean the license issued by EMI in order to vest in Warner Music Group the right to exploit a Relevant EMI Composition for

a DSM Locked Content Product as permitted under Section 2.3, below, and in accordance with the provisions of Section 2.3.1 with respect to such Relevant EMI Composition. The form of the DSM Locked Content Implemented License is set forth on Schedule 1.8 hereto.

1.8 A "DSM Locked Content Product" shall mean an audio-only file (a) embodying one or more Warner Music Group Master(s) encrypted or otherwise protected by digital rights management ("DRM"), or degraded (e.g., by means of voiceovers) so as not to materially substitute for the sale of a copy of a non-degraded Warner Music Group Master (b) that is resident on a computer hard drive, consumer electronic device, or other digital storage media ("DSM") at the point of sale of the computer hard drive, consumer electronic device, or other DSM, and (c) is either (i) not otherwise accessible to, or playable in a non-degraded form by, the consumer without additional payment (that is, payment in addition to the payment for the computer hard drive, consumer electronic device, or other DSM itself) and/or authorization, or (ii) accessible or playable by a consumer for no more than a limited time period and/or a limited number of "plays," that is, in either case, commercially reasonable for the purpose of, and made accessible to or playable by the consumer solely for the purpose of, inducing the consumer to make an additional payment to permanently "unlock" or enable the non-degraded play of (hereinafter, to "Unlock") the file (the latter, a "Trial DSM Locked Content Product").

1.9 A Dual Disc Product, Multi-Session Audio Product, DSM Locked Content Product, or Video DSM Locked Content Product shall be considered "Distributed" if Warner Music Group has voluntarily and permanently parted with possession of it as those terms are used in 17 U.S.C. section 115(c)(2) and the implementing regulations therefor.

1.10 A "Dual Disc Implemented License" shall mean a license issued by EMI in order to vest in Warner Music Group the right to exploit a Relevant EMI Composition on a Dual Disc Product as permitted under Section 2.1, below, in accordance with the provisions of Section 2.1.1 with respect to such Relevant EMI Composition. The form of the Dual Disc Implemented License is set forth on Schedule 1.10 hereto.

1.11 A "Dual Disc Product" shall mean an optical disc product consisting of two or more separate "sides," separately accessible "sessions," or separate optical discs packaged and sold together embodying only: (a) one "side" or separately accessible "session" or disc with a playing time less than [redacted] consisting of audio-only material, typically in stereo (the "Standard Audio Side"), which may also contain the same audio-only material in one or more compressed formats (e.g., WMA, AAC ATRAC3) (each, a "Format") or different bit rates, and (b) one or more audiovisual, or audio and/or audiovisual sides, separately accessible "sessions," or discs, with a collective playing time of the audiovisual material [redacted] (the "AV Side") subject to the following further descriptions and additional limitations. The audio content contained on the Standard Audio Side shall consist of the same or substantially the same sound recordings as those on the Comparable Standard CD (i.e., there may be one track on the Standard Audio Side that does not appear on the Comparable Standard CD), and shall be approximately equivalent in length to the length of a single full-length "album." The AV Side may include Promotional Videos or other Audiovisual Recordings, musical underbeds, spoken word interviews, lyric displays, and/or other material or content, except that (a) the audiovisual content may not exceed [redacted] and (b) the only audio-only content that may appear on the AV Side is some or all of the same, or substantially the same, audio content contained on the Standard Audio Side (i.e., there may be one audio-only track on the AV side that does not appear on the Standard Audio Side), but in a different audio or file format or formats (e.g., surround sound, Dolby, LPCM, DTS, AAC, WMA, CD-ROM), and such audio-only content may not exceed [redacted] in any

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one format. The AV Side may not include commercial advertisements or endorsements that use any EMI Composition to sponsor, endorse, or sell any product or service, or which otherwise reasonably suggest sponsorship or approval of any product or service unrelated to EMI or the relevant songwriter, without prior written consent from EMI.

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1.12 The "Dual Disc Product Term" shall mean the period from the Effective Date through and including June 30, 2007. Notwithstanding the foregoing, Warner Music Group shall have (i) not less than thirty-six (36) months from the initial release of any individual title of a Dual Disc Product embodying a Relevant Warner Music Group Master released prior to June 30, 2007 to continue to manufacture and distribute such Dual Disc Product title; and (ii) a perpetual right to distribute (but not manufacture) such Dual Disc Product title thereafter. No rights are granted herein to Warner Music Group to manufacture or distribute any new Dual Disc Product title on or after June 30, 2007, which title had not been released prior to June 30, 2007.

1.13 An "EMD Music Video Sale" shall mean a permanent digital download of a digital file embodying a Promotional Video or other Audiovisual Recording, but shall not include any Promotional Video or other Audiovisual Recording, or other embodiment of a Warner Music Group Master in an audiovisual work fixed on a Standard CD, Dual Disc, DVD, film, or any other optical disc or other "physical" media. An EMD Music Video Sale shall not, however, include an audiovisual work (including a Promotional Video or other Audiovisual Recording) embodied in, distributed, or otherwise transmitted as, a Telecommunication Personalization Product.

1.14 An "EMI Composition" shall mean a musical composition (including any interest therein arising from any cleared "samples" included therein) in which the rights which are the subject matter of this Agreement are owned or controlled by, or licensed to, EMI, in whole or in

part, in the Territory, and which are available, to the extent of EMI's ownership or control thereof, and to the extent of its rights, for the purposes described herein, subject to the terms and conditions set forth in this Agreement and to any existing explicit restrictions or limitations thereon imposed pursuant to the Songwriter Agreements or otherwise. The parties shall cooperate with each other as far as reasonably practicable in an effort to identify any EMI Compositions to be included on a particular New Digital Media Product and to identify any existing explicit restriction or limitation applicable to such compositions, and shall use commercially reasonable business efforts to have such restriction or limitation removed or waived (provided that EMI shall not be required to accord any additional consideration therefor). In addition, Warner Music Group shall, with respect to Audiovisual Recordings embodied on Dual Disc Products or Digital Video Products, identify to EMI in advance of the release of any such product any Relevant EMI Compositions embodied in any Audiovisual Recording contained thereon, provided that Warner Music Group's inadvertent failure to do so in any instance shall not constitute a breach of this Agreement. In the event a songwriter refuses to remove or waive a restriction, EMI shall notify Warner Music Group of such restriction as soon as practicable to accommodate such situations. Any composition subject to such limitation or restriction shall not be or shall cease to be an EMI Composition made available for the purposes described in this Agreement, provided that if such EMI Composition has been exploited under the terms hereof, Warner Music Group shall, to the extent required by such restriction or limitation, cease further distribution of such EMI Composition promptly following Warner Music Group's receipt of such notice. With respect to any such musical composition which may be owned or controlled by EMI only in part, the term "EMI Composition" shall only refer to that portion of the musical composition controlled by EMI, and this Agreement does not compromise, limit, or affect in any way Warner Music Group's rights to other portions of the composition, including any right it may have to rely on any applicable controlled composition clause for the use thereof. The parties shall cooperate with each other as far as reasonably practicable in an effort to identify any co-Publishers of such a composition. Furthermore, in the event that EMI owns or controls or has a license to any musical composition only for a period of time during the Relevant Term, and is precluded from granting rights to Warner Music Group that extend beyond such period of time, then such musical composition may be considered an EMI Composition only for such period of time, and EMI shall use commercially reasonable efforts to provide Warner Music Group with reasonable notice in connection therewith, including by notifying Warner Music Group of any writers that predeceased any applicable renewal term of copyright during the Relevant Term. Notwithstanding the foregoing, any failure by EMI to provide the notice described in the preceding sentence shall not constitute a breach of this Agreement. Warner Music Group acknowledges that EMI may, in the normal course of business, and otherwise, lose rights with respect to musical compositions, in which event such compositions may cease to be EMI Compositions hereunder, and EMI shall have no liability to Warner Music Group with respect to the unavailability of such musical compositions. Notwithstanding the foregoing, any license granted by EMI to Warner Music Group pursuant to this Agreement shall, to the extent possible under relevant law and contract, extend for the entire Relevant Term, and EMI's successor's rights shall be subject to such license, to the full extent allowable under applicable law.

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REDACTED

1.15 An "Exhibition-Only Video Stream" shall mean a transmission of a Promotional Video or other Audiovisual Recording, via a widely-used digital streaming media technology (e.g., RealSystem G2 from RealNetwork, Microsoft Windows Media Technologies, or an accepted protocol for wireless that is configured by the transmitting entity in a manner designed so that the transmission will not result in a digital download, other permanently playable fixation in a digital file, or other permanently playable copy of the Promotional Video or Audiovisual Recording being made on the end user's computer or other playback device. An Exhibition-Only Video Stream shall not, however, include an audiovisual work (including a Promotional Video or other Audiovisual Recording) embodied in, distributed, or otherwise transmitted as, a Telecommunication Personalization Product.

1.16 An "Implemented License" shall mean a license issued by EMI in order to vest in Warner Music Group the right to exploit a Relevant EMI Composition in a New Digital Media Product in accordance with the terms of this Agreement. For the purposes of this Agreement, reference to an Implemented License shall mean any or all of the following: a Dual Disc Implemented License, a Telecommunication Personalization Products Implemented License, a Digital Video Product Implemented License, a DSM Locked Content Implemented License, or a Multi-Session Implemented License.

1.17 A "Limited Video Download" shall mean a conditioned, "timed-out," or limited digital download of a digital file embodying a Promotional Video or other Audiovisual Recording, but shall not include any Promotional Video or other Audiovisual Recording, or other embodiment of a Warner Music Group Master in an audiovisual work fixed on a Standard CD, Dual Disc, DVD, film, or any other optical disc or other "physical" media. A Limited Video Download shall not, however, include an audiovisual work (including a Promotional Video or other Audiovisual Recording) embodied in, distributed, or otherwise transmitted as, a Telecommunication Personalization Product.

1.18 A "Locked Content Product" shall mean a DSM Locked Content Product, a Video DSM Locked Content Product, a Master Ringtone Locked Content Product, or a Video Master Ringtone Locked Content Product.

1.19 The "Locked Content Term" shall mean the period from the Effective Date through and including June 30, 2007, provided however that, subject to paragraph 7 herein, (a) with respect to Locked Content Products Distributed on or before June 30, 2007, the consumer shall be permitted to Unlock (defined in subparagraph 1.8 above) any encrypted content following the expiration of the Locked Content Term, (b) Warner Music Group and/or those acting under its authority may, after June 30, 2007 but prior to June 30, 2008, fulfill any orders placed for Locked Content Products during the Locked Content Term, including by manufacturing any Locked Content Products necessary to do so, and (c) Warner Music Group and/or those acting under its authority may, after June 30, 2007, sell off any physical Locked Content Products manufactured during the Locked Content Term.

1.20 A "Master Ringback" shall mean an audio-only digital file or code that is created from all or part of a Warner Music Group Master (and, for the avoidance of doubt, that is not a so-called "monophonic" or "polyphonic" ringtone or ringback, but may contain monophonic or polyphonic elements for sound optimization purposes and/or non-music elements (e.g., a spoken message from the artist)) and that is transmitted from a remote server, and which will be

heard on the telecommunications device (e.g., a telephone, pager, or Blackberry™) of a consumer during the period of time between the initiation of the call or other communication by the consumer and the earlier of: (i) termination of the call or other communication by the consumer or (ii) acceptance of the call or other communication by the intended recipient or telecommunications network (e.g., voicemail). A Master Ringback may, together with the segment of the Warner Music Group Master, incidentally incorporate non-melodic tones or other sounds indicating to the person placing the communication that the recipient is being contacted (e.g., simulating the sounds of a ringing telephone or a voice over").

1.21 A "Master Ringtone" shall mean an audio-only electronic file that is created from all or part of a Warner Music Group Master (and, for the avoidance of doubt, that is not a so-called "monophonic" or "polyphonic" ringtone or ringback, but may contain monophonic or polyphonic elements for sound optimization purposes and/or non-music elements (e.g., a spoken message from the artist)) and that is transmitted to, and then made resident on, a wireless telecommunications device (e.g., a telephone, pager, or Blackberry™) or computer, and which will cause such device to announce the reception of an incoming telephone call or other communication or message, or alert the receiver as to the fact that there is a communication or message, by playing the Warner Music Group Master or part thereof.

1.22 A "Master Ringtone Locked Content Product" shall mean an audio-only electronic file that is (a) created from all or part of a Warner Music Group Master (and, for the avoidance of doubt, that is not a so-called "monophonic" or "polyphonic" ringtone or ringback, but may contain monophonic or polyphonic elements for sound optimization purposes and/or non-music elements (e.g., a spoken message from the artist)) and that is either resident on a wireless telecommunications device (e.g., a telephone, pager, or Blackberry™) or computer at the point of sale, and is intended to be played on such device to announce the reception of an incoming telephone call or other communication or message, or alert the receiver as to the fact that there is a communication or message, and (b) is either (i) not otherwise accessible to the consumer without additional payment (that is, payment in addition to the payment for the telecommunications device itself) and/or authorization, or (ii) accessible by a consumer for no more than a limited time period and/or a limited number of "plays," that is, in either case, commercially reasonable for the purpose of, and made accessible to the consumer solely for the purpose of, inducing the consumer to make an additional payment to permanently "Unlock" the disc or file (the latter, a "Trial Master Ringtone Locked Content Product"). A Master Ringtone may, together with the Warner Music Group Master, incidentally incorporate non-melodic tones or other sounds (e.g., a simulation of the sound of a ringing telephone, or a "voice over"). If and to the extent that a file otherwise meeting the definition in the first sentence of this subparagraph also contains Promotional Videos or other Audiovisual Recordings, that file shall be considered and treated as a "Video Master Ringtone Locked Content Product" for the purposes of and subject to the terms of this Agreement.

1.23 A "Multi-Session Audio Product" shall mean a product consisting of an audio only optical disc (or multiple discs or other recorded media, packaged together) embodying (a) a Standard Audio Side (defined in subparagraph 1.11 above),[

REDACTED

]and (b) one or more additional, separately accessible "sides" or "sessions" or optical discs (the "Additional Sessions") having one or more instances of the

same or substantially the same sound recordings as those on the First Session (provided that there may be one track that does not appear on the Standard Audio Side), except that those recordings may be (i) re-mastered or re-mixed in an alternative listening format (e.g., SACD, 5.1 mix surround sound and/or compressed formats (e.g., WMA, AAC, ATRAC3)) or at different bit rates, and/or (ii) embodied in DRM-protected digital media files. Subject to subparagraph 1.11, if an optical disc or discs that otherwise would qualify as a Multi-Session Audio Product embodies or embody any audiovisual content, other than lyric displays, the disc(s) shall be considered as if it/they were a Dual Disc Product for the all purposes hereunder, including for the purpose of calculating the royalties to be paid to EMI pursuant to any license covering the use of Relevant Warner Music Group Masters on such disc(s).

1.24 The "Multi-Session Audio Product Term shall mean the period from the Effective Date through and including June 30, 2007. Notwithstanding the foregoing, Warner Music Group shall have (i) not less than twelve (12) months from the initial release of any individual title of a Multi-Session Audio Product embodying a Relevant Warner Music Group Master released prior to June 30, 2007 to continue to manufacture and distribute such Multi-Session Audio Product title; and (ii) a perpetual right to distribute (but not manufacture) such Multi-Session Audio Product title thereafter. No rights are granted herein to Warner Music Group to manufacture or distribute any new Multi-Session Audio Product title after June 30, 2007, which title had not been released prior to June 30, 2007.

1.25 A "Multi-Session Implemented License" shall mean the license issued by EMI in order to vest in Warner Music Group the right to exploit a Relevant EMI Composition for a Multi-Session Audio Product as permitted under Section 2.2 and in accordance with the provisions of Section 2.2.1 with respect to such Relevant EMI Composition. The form of the Multi-Session Implemented License is set forth on Schedule 1.25 hereto.

1.26 The "New Digital Media Audio Cap" shall mean

REDACTED

REDACTED

REDACTED

REDACTED

1.27 The "New Digital Media Products" shall mean only Dual Disc Products, Multi-Session Audio Products, DSM Locked Content Products, Telecommunication Personalization Products, and Digital Video Products.

1.28 A "Promotional Video" shall mean a video of the type that are shown on MTV2 or VH-1, that embodies a Warner Music Group Master, and which is generally used in the industry to promote the sale of such master.

1.29 A "Publisher" shall mean a music publisher or other person or entity that owns, administers, or controls copyrights in one or more musical compositions.

1.30 A "Relevant EMI Composition" shall mean any EMI Compositions embodied in whole or in part on a Warner Music Group Master.

1.31 "Relevant Term" shall mean the Dual Disc Term, the Multi-Session Audio Product Term, the Locked Content Product Term, the Telecommunication Personalization Products Term, or the Digital Video Product Term, whichever is pertinent.

1.32 "Relevant Warner Music Group Master" shall mean any Warner Music Group Master embodying an EMI Composition, in whole or in part.

1.33 The "Sell Off Period" is defined in Section 7, below.

1.34 "Songwriter Agreement(s)" shall mean those agreements pursuant to which EMI has acquired rights with respect to any EMI Composition.

1.35 The "Standard Audio Cap" shall mean REDACTED

1.36 The "Statutory Mechanical Rate" shall mean eight and one-half U.S. cents ($.085) prior to January 1, 2007, and nine and one-tenth U.S. cents ($.091) thereafter (or, for songs more than five minutes, one and sixty-five one hundredths U.S. cents ($.0165) per minute prior to January 1, 2007, and one and seventy-five one hundredths U.S. cents ($.0175) per minute thereafter, to the extent not precluded by any "controlled composition" clause or other

applicable provision in an artist agreement), or, for exploitations in Canada, any similar compulsory or prevailing mechanical royalty rate in Canada, as applicable.

1.37 A "Telecommunication Personalization Product" shall mean (a) a Master Ringtone, (b) a Master Ringback, or (c) a Master Ringtone Locked Content Product. Schedule 1.37 sets forth a list of EMI Compositions which have been or are currently being exploited by Warner Music Group via a Telecommunication Personalization Product. The parties agree to update Schedule 1.37 monthly to reflect EMI Compositions which have been approved for exploitation in a Telecommunication Personalization Product.

1.38 A "Telecommunication Personalization Products Implemented License" shall mean a license issued by EMI in order to vest in Warner Music Group the right to exploit a Relevant EMI Composition in a Telecommunication Personalization Product as permitted under Section 2.4, below, in accordance with the provisions of Section 2.4.1 with respect to such Relevant EMI Composition. The form of the Telecommunication Personalization Products Implemented License is set forth on Schedule 1.38 hereto.

1.39 The "Telecommunication Personalization Products Term" shall mean the period commencing on the Effective Date, through and including June 30, 2007, but continuing solely to the extent necessary so that a Service which enters into an agreement with Warner Music Group during the twelve (12) months prior to such date will have twelve (12) months from the date of such agreement to exploit Telecommunication Personalization Products hereunder. Notwithstanding the foregoing, a consumer who has purchased, prior to the expiration of the Telecommunication Personalization Products Term a Ringback Tone embodying a Relevant Warner Music Group Master, shall have no less than twelve (12) months from the date of purchase to continue to use that Ringback Tone.

1.40 The "Territory" shall mean

REDACTED

1.41 "Video DSM Locked Content Product" shall mean a file (a) embodying one or more Promotional Videos or other Audiovisual Recordings encrypted or otherwise protected by digital rights management ("DRM"), (b) that is resident on a computer hard drive, consumer electronic device, or other digital storage media ("DSM") at the point of sale, and (c) is either (i) not otherwise accessible to the consumer without additional payment (that is, payment in addition to the payment for the computer hard drive, consumer electronic device, or other DSM itself) and/or authorization, or (ii) accessible by a consumer for no more than a limited time period and/or a limited number of "plays," that is, in either case, commercially reasonable for the purpose of, and made accessible to the consumer solely for the purpose of, inducing the consumer to make an additional payment to permanently Unlock the disc or file (the latter, a "Trial Video DSM Locked Content Product").

1.42 A "Video Master Ringtone" shall mean an audiovisual electronic file that is created from all or part of a Warner Music Group Master (and, for the avoidance of doubt, that is not a so-called "monophonic" or "polyphonic" ringtone or ringback, but may contain monophonic or polyphonic elements for sound optimization purposes and/or non-music elements (e.g., a spoken message from the artist)) and that is transmitted to, and then made resident on, a telecommunications device (e.g., a telephone, pager, or Blackberry™) or computer, and which will cause such device to announce the reception of an incoming telephone call or other

communication or message, or alert the receiver as to the fact that there is a communication or message, by playing the Audiovisual Recording or part thereof.

1.43 A "Video Master Ringtone Locked Content Product" shall mean an audiovisual file that embodies a Promotional Video or other Audiovisual Recording (and, for the avoidance of doubt, that is not a so-called "monophonic" or "polyphonic" ringtone or ringback) and that is either resident on a telecommunications device (e.g., a telephone, pager, or Blackberry™) at the point of sale, and which is intended to be played on such device to announce the reception of an incoming telephone call or other communication or message, or alert the receiver as to the fact that there is a communication or message, and (b) is either (i) not otherwise accessible to the consumer without additional payment (that is, payment in addition to the payment for the telecommunications device itself) and/or authorization, or (ii) accessible by a consumer for no more than a limited time period and/or a limited number of "plays," that is, in either case, commercially reasonable for the purpose of, and made accessible to the consumer solely for the purpose of, inducing the consumer to make an additional payment to permanently Unlock the disc or file (the latter, a "Trial Video Master Ringtone Locked Content Product").

1.44 "Warner Music Group" has the meaning set forth in the preamble, above, but for the avoidance of doubt, Warner Music Group does not include any entity which is not a wholly owned subsidiary of Warner Music Inc. to the extent such subsidiary engages in the business of music publishing, television, motion picture production or consumer electronics manufacturing. The Warner Music Group entities include but are not limited to those entities set forth on Schedule 1.44. For the avoidance of doubt, Warner Music Group includes without limitation any label distributed by the Warner Music Group or any member thereof.

1.45 A "Warner Music Group Master" shall have the meaning set forth above, and shall include but not be limited to any Relevant Warner Music Group Master.

2 Agreements as to Licensing Methodology and Royalty Rates.

2.1 Dual Disc Products.

2.1.1 ***Agreement to Issue Dual Disc Implemented Licenses.*** Provided that Warner Music Group fulfills the conditions set forth in Section 2.1.1.1 with respect to each Relevant EMI Composition to be embodied in a Relevant Warner Music Group Master on a Dual Disc Product, EMI hereby agrees to issue Dual Disc Implemented Licenses, or cause Dual Disc Implemented Licenses to be issued, to Warner Music Group to synchronize, reproduce and distribute, solely in the Territory and only (subject to paragraph 7) during the Dual Disc Product Term, Relevant EMI Compositions as embodied in Relevant Warner Music Group Masters contained on Dual Disc Products created by Warner Music Group on the terms set forth herein. Dual Disc Implemented Licenses shall also include the right to synchronize, embody and display the lyrics of the Relevant EMI Compositions embodied in Relevant Warner Music Group Masters as part of such products, and to have the same done by its relevant manufacturer, with the understanding that the scope of the right to synchronize, embody and display lyrics hereunder shall be analogous to the manner and way such lyrics have been traditionally displayed in connection with traditional physical products (e.g., on liner notes and J-cards). Notwithstanding the preceding sentence, any such license to exploit lyrics hereunder shall not include the right to create a "karaoke" session or version of any Relevant EMI Composition. For the avoidance of doubt, EMI is not granting Warner Music Group any license to further reproduce or otherwise exploit lyrics separate and apart from their inclusion on the Dual Disc Product concerned and/or separate and apart from the Relevant Warner Music Group Masters

to which they relate. Each Dual Disc Product requires new and separate mechanical licenses from those applicable to any comparable "single-session" audio-only CD (or any other product). For the avoidance of doubt, this Agreement grants Warner Music Group no right to license any EMI Composition embodied in a Promotional Video or other Audiovisual Work included on the Dual Disc Product to a third-party for use as original programming, or as part of a motion picture, short film, documentary or television program, or for any purpose other than as the Dual Disc Products.

2.1.1.1 In the event Warner Music Group desires to exploit a Relevant EMI Composition in a Relevant Warner Music Group Master on a Dual Disc Product, Warner Music Group shall, prior to the release of any Dual Disc Product containing a Relevant EMI Composition in a Relevant Warner Music Group Master, for each Relevant EMI Composition: submit to EMI (i) the label copy for such proposed Dual Disc Product, including all sessions contained therein; consisting of the title, artist, producer and timing of each track, and (ii) the calculations underlying each of the Audio-Related Royalty and the AV-Related Royalty to be paid on such Dual Disc, or the "foundations" of such calculations, consisting of information concerning caps and the like, to the extent known (collectively, the "Dual Disc License Documentation"). EMI shall promptly review the Dual Disc License Documentation and if such Dual Disc License Documentation is accurate, EMI shall promptly issue a Dual Disc Implemented License for such EMI Composition to be integrated in the Dual Disc Product. If EMI finds an inaccuracy in the Dual Disc License Documentation, EMI shall bring the inaccuracy to the attention of Warner Music Group, and the parties shall work together in good faith so that Warner Music Group may deliver to EMI accurate Dual Disc License Documentation and EMI may thereafter issue the appropriate Dual Disc Implemented License. Notwithstanding the foregoing, Warner Music Group's inadvertent failure to provide the Dual Disc License Documentation (provided that Warner Music Group has expended commercially reasonable efforts to do so) before release shall not constitute a breach of this Agreement or provide a basis for EMI to refuse to issue a Dual Disc Implemented License retroactive to release once Warner Music Group provides the Dual Disc License Documentation, provided that such complete Dual Disc License Documentation is provided within thirty (30) days of release.

2.1.2 ***Royalty.***

REDACTED

REDACTED

REDACTED

2.1.4 *Lyrics.*

REDACTED

2.1.5

2.1.6 REDACTED

2.1.7 REDACTED

2.2 **Multi-Session Audio Products.**

2.2.1 ***Agreement to Issue Multi-Session Implemented Licenses.*** Provided that Warner Music Group fulfills the conditions set forth in Section 2.2.1.1 with respect to each Relevant EMI Composition to be embodied in a Relevant Warner Music Group Master on a Multi-Session Audio Product, EMI hereby agrees to issue Multi-Session Implemented Licenses, or cause Multi-Session Implemented Licenses to be issued, to Warner Music Group to reproduce and distribute, solely in the Territory and only (subject to paragraph 7) during the Multi-Session Audio Product Term, Relevant EMI Compositions as embodied in Relevant Warner Music Group Masters contained on Multi-Session Audio Products created by Warner Music Group on the terms set forth herein. Multi-Session Implemented Licenses shall also include the right to embody and display the lyrics of the Relevant EMI Compositions embodied in Relevant Warner Music Group Masters on such products, with the understanding that the scope of the right to embody and display lyrics hereunder shall be analogous to the manner and way such lyrics have been traditionally displayed in connection with traditional physical products

(e.g., on liner notes and J-cards). Notwithstanding the preceding sentence, any such license to exploit lyrics hereunder shall not include the right to create a "karaoke" session or version of any Relevant EMI Composition. For the avoidance of doubt, EMI is not granting Warner Music Group any license to further reproduce, display or otherwise exploit lyrics separate and apart from their inclusion on the Multi-Session Audio Product concerned and/or separate and apart from the Relevant Warner Music Group Masters to which they relate. Each Multi-Session Audio Product requires new and separate mechanical licenses from those applicable to any comparable "single-session" audio-only CD (or any other product).

2.2.1.1 In the event Warner Music Group desires to exploit a Relevant EMI Composition in a Relevant Warner Music Group Master on a Multi-Session Audio Product, Warner Music Group shall, prior to the release of any Multi-Session Audio Product containing a Relevant EMI Composition in a Relevant Warner Music Group Master, for each Relevant EMI Composition: submit to EMI (i) the label copy for all sessions of such proposed Multi-Session Audio Product, consisting of the title, artist, producer and timing of each track, and (ii) the calculations underlying the Audio-Related Royalty or the "foundations" of such calculations, consisting of information concerning caps and the like, to the extent known (collectively, the "Multi-Session Audio License Documentation"). EMI shall review the Multi-Session Audio License Documentation and if such Multi-Session Audio License Documentation is accurate, EMI shall issue a Multi-Session Audio Implemented License for such EMI Composition to be integrated in the Multi-Session Audio Product. If EMI finds an inaccuracy in the Multi-Session Audio License Documentation, EMI shall bring the inaccuracy to the attention of Warner Music Group, and the parties shall work together in good faith so that Warner Music Group may deliver to EMI accurate Multi-Session Audio License Documentation and EMI may thereafter issue the appropriate Multi-Session Audio Implemented License. Notwithstanding the foregoing, Warner Music Group's inadvertent failure to provide the Multi-Session Audio License Documentation (provided that Warner Music Group has expended commercially reasonable efforts to do so) before release shall not constitute a breach of this Agreement or provide a basis for EMI to refuse to issue a Multi-Session Implemented License retroactive to release once Warner Music Group provides the Multi-Session Audio License Documentation, provided that such complete Multi-Session Audio License Documentation is provided within thirty (30) days of release.

2.2.2 ***Audio-Related Royalty.***

REDACTED

REDACTED

2.2.3 *AV-Related Royalty.*

REDACTED

2.2.4 *Lyrics.*

REDACTED

2.2.5

REDACTED

2.2.6

REDACTED

2.3 **DSM Locked Content Products.**

2.3.1 ***Agreement to Issue DSM Locked Content Implemented Licenses.*** Provided that Warner Music Group fulfills the conditions set forth in Section 2.3.1.1 with respect to each Relevant EMI Composition to be embodied in a Relevant Warner Music Group Master on a DSM Locked Content Product, EMI hereby agrees to issue DSM Locked Content Implemented Licenses, or cause DSM Locked Content Implemented Licenses to be issued, to Warner Music Group to reproduce and distribute solely in the Territory and (subject to paragraph 7) only during the Locked Content Product Term, Relevant EMI Compositions as embodied in Relevant Warner Music Group Masters contained in DSM Locked Content Products on the terms provided herein. DSM Locked Content Implemented Licenses shall also include the right to embody and display the lyrics of the Relevant EMI Compositions embodied in Relevant Warner Music Group Masters on such products, with the understanding that such lyrics shall be synchronized, embodied and displayed in a manner analogous to the manner and way lyrics have been traditionally displayed in connection with Standard CD Products. For the avoidance of doubt, EMI is not granting Warner Music Group any license to further reproduce or otherwise exploit lyrics separate and apart from their inclusion on the DSM Locked Content Product concerned and/or separate and apart from the Relevant Warner Music Group Masters to which they relate. Each DSM Locked Content Product requires new and separate mechanical licenses from those applicable to any comparable "single-session" audio-only CD (or any other product), and is deemed a new release as of the date Warner Music Group receives any compensation related to the distribution of the Locked Content Product, or when the DRM for the DSM Locked Content is unlocked, whichever is earlier, for the purpose of determining any applicable controlled composition rate.

2.3.1.1 In the event Warner Music Group desires to exploit a Relevant EMI Composition in a Relevant Warner Music Group Master on a DSM Locked Content Product, Warner Music Group shall, prior to the release of any DSM Locked Content Product containing a Relevant EMI Composition in a Relevant Warner Music Group Master, for each Relevant EMI Composition: submit to EMI (i) the label copy for such proposed DSM Locked Content Product, including all sessions contained therein; consisting of the title, artist, producer and timing of each track, and (ii) the calculations underlying the royalty to be paid on such DSM Locked Content Products, or the "foundations" of such calculations, consisting of information concerning known caps and the like to the extent known (collectively, the "DSM Locked Content License Documentation"). EMI shall promptly review the DSM Locked Content License Documentation and if such DSM Locked Content License Documentation is accurate, EMI shall promptly issue a DSM Locked Content Implemented License for such EMI Composition to be integrated in the DSM Locked Content Product. If EMI finds an inaccuracy in the DSM Locked Content License Documentation, EMI shall bring the inaccuracy to the attention of Warner Music Group, and the parties shall work together in good faith so that Warner Music Group may deliver to EMI accurate DSM Locked Content License Documentation and EMI may thereafter issue the appropriate DSM Locked Content Implemented License. Notwithstanding the foregoing, Warner Music Group's inadvertent failure to provide the DSM Locked Content License Documentation (provided that Warner Music Group has expended commercially reasonable efforts to do so) before release shall not constitute a breach of this Agreement or provide a basis for EMI to refuse to issue a DSM Locked Content Implemented License retroactive to release once Warner Music Group provides the DSM Locked Content License Documentation, provided that such complete DSM Locked Content License Documentation is provided within thirty (30) days from the first Distribution of the DSM Locked Content Product.

2.3.2 *Royalty.*

REDACTED

REDACTED

2.3.3 *Lyrics.*, REDACTED

2.3.4

REDACTED

2.3.5

REDACTED

2.4 **Telecommunication Personalization Products.**

2.4.1 *Agreement to Issue Telecommunication Personalization Product Implemented Licenses.* EMI hereby agrees to issue Telecommunications Personalization Product Implemented Licenses, or cause Telecommunications Personalization Product Implemented Licenses to be issued, to Warner Music Group or to third-party services as provided for herein ("Services"), to reproduce and distribute solely in the Territory and (subject to paragraph 7) only during the Telecommunication Personalization Products Term, Telecommunication Personalization Products that embody Relevant EMI Compositions, on the terms provided hereunder, and such licenses shall include the rights, for such purpose only, (a) to reproduce the musical composition onto a server, (b) to reproduce the musical composition on a telecommunications device (e.g., a telephone, pager, or Blackberry™), and (c) to create any temporary or incidental reproductions. This Agreement does not cover any performance rights, synchronization rights, print or karaoke rights, or, without EMI's prior written approval, the use of the Telecommunication Personalization Product to market or promote a product or service (except to the extent the Telecommunication Personalization Product itself constitutes an endorsement of the telecommunications device or the service or provider through which it is being offered).

2.4.1.1 Whenever Warner Music Group and/or a Service desires to exploit Relevant EMI Compositions in Telecommunication Personalization Products, Warner Music Group and/or the Service shall upon entering into an agreement with a Service for distribution by a Service of Telecommunication Personalization Products embodying Relevant EMI Compositions, (a) promptly provide EMI with written notice of the agreement, and (b) promptly thereafter provide EMI a copy of the fully executed agreement between the Service and Warner Music Group (the "Telecommunication Personalization Product License Documentation"). The Service shall then be added to Schedule 2.4.2.2 (described below). Warner Music Group shall, prior to the execution of this Agreement, provide EMI with copies of all agreements it has already entered into with Services for distribution of Telecommunication Personalization Products embodying Relevant EMI Compositions and add those Services to Schedule 2.4.2.2. EMI shall promptly issue a Telecommunication Personalization Product Implemented License for any or all Relevant EMI Compositions included on the TPP Approved Compositions List (defined below) to be embodied in Telecommunication Personalization Product(s) exploited by Warner Music Group or the Service, as the case may be, in accordance with the terms of this Agreement. The Telecommunication Personalization Product Implemented License shall be retroactive to the first exploitation of the Relevant EMI Composition in a Telecommunication Personalization Product by Warner Music Group, or by the Service pursuant to this Agreement. The "TPP Approved Compositions List" shall mean the list

of the Relevant EMI Compositions that Warner Music Group and EMI agree are available for exploitation as Telecommunication Personalization Products under the terms set forth in this subparagraph 2.4. The most current version of the TPP Approved Compositions List as of the Effective Date is annexed hereto as Schedule 2.4.1.1. Warner Music Group shall, from time to time, provide EMI with written notice of additional Relevant EMI Compositions it desires to add to the TPP Approved Compositions List, and the same shall be so added if, in EMI's sole but reasonable discretion, all relevant approvals have been obtained. For the avoidance of doubt, neither Warner Music Group nor any Service shall exploit in a Telecommunication Personalization Product any Relevant EMI Composition that is not on the TPP Approved Compositions List. Also for the avoidance of doubt, if a composition ceases to be an "EMI Composition" for any reason after Warner Music Group and/or a Service has begun exploiting such EMI Composition in a Telecommunication Personalization Product, Warner Music Group and/or a Service shall cease further distribution of such EMI Composition promptly following receipt of written notice by EMI that such composition is no longer an "EMI Composition."

2.4.2 ***Licensing Methodology.***

2.4.2.1 EMI retains the sole and exclusive right to license (or, subject to the terms hereof, to refrain from licensing) any use of a Relevant EMI Composition (and/or any other EMI Composition) in connection with a Telecommunication Personalization Product by either Warner Music Group or by a third-party aggregator, telecommunications service provider or other entity (a "Service"), subject to subparagraph 2.4.1, this subparagraph 2.4.2.1, and subparagraph 3.2 below. Warner Music Group shall have the right to itself directly exploit (but not to sublicense others to exploit) Relevant EMI Compositions embodied in Telecommunication Personalization Products, with and subject to EMI's advance written approval, and subject to the royalty rates and payment provisions contained in subparagraphs 2.4.2.3 and 2.4.3 below (the "EMI Rates"). Warner Music Group shall also have the right to act as EMI's agent for the sole purpose of licensing to a Service the right to exploit Relevant EMI Compositions embodied in Telecommunication Personalization Products, with and subject to EMI's advance approval, and subject to the EMI Rates. EMI has pre-approved (a) Warner Music Group to act as EMI's agent in licensing to the Services listed on the confidential Schedule 2.4.2.2 annexed hereto the right to exploit Relevant EMI Compositions embodied in Telecommunication Personalization Products, and (b) Warner Music Group's direct exploitations of Relevant EMI Compositions embodied in Telecommunication Personalization Products as set forth on the confidential Schedule 2.4.2.2(b) annexed hereto, subject to the EMI Rates. In addition, EMI shall not unreasonably withhold its approval of Warner Music Group's acting as EMI's agent in licensing to the Services not listed in Schedule 2.4.2.2(b) or Schedule 2.4.2.2(c), provided such Services are fiscally capable, secure Services and such license conforms to the applicable rates and other terms and conditions of this Agreement. Nevertheless, in the event that any Service (including those Services listed on Schedule 2.4.2.2(b)) wishes to deal directly with EMI, it may seek a license directly from EMI. Notwithstanding the preceding sentence, EMI shall not solicit direct licenses from the Services listed on Schedule 2.4.2.2(b), and is prepared to have Warner Music Group act as its agent for the sole purpose of licensing to those Services the right to exploit Relevant EMI Compositions embodied in Telecommunication Personalization Products, subject to the terms and conditions of this Agreement. Notwithstanding anything to the contrary contained herein or in any license between Warner Music Group and a Service (including those Services listed on the confidential Schedule 2.4.2.2(b) annexed hereto) entered into prior to or during the Telecommunication Personalization Product Term, EMI shall have the sole and exclusive right (upon the terms set out herein, including the EMI Rates) to license to the Services listed on the confidential Schedule 2.4.2.2(c) annexed hereto the right to exploit Relevant EMI Compositions embodied in Telecommunication Personalization Products. EMI

agrees that in its agreements with licensees, it shall advise the licensee that the licensee shall not issue any license to re-record, in connection with a Telecommunication Personalization Product, a Relevant EMI Composition as a so-called "sound-alike" of a current Relevant Warner Music Group Master in violation of law or which would, or would be reasonably likely to, cause consumer confusion as to the artist. Notwithstanding the foregoing, EMI may exploit, or issue a license to exploit, any EMI Composition embodied in any sound recording released on phonorecords through traditional, normal retail channels.

2.4.2.2 EMI and Warner Music Group agree that the only royalties and licensing methodology applicable to any exploitation, during the Telecommunication Personalization Product Term and in the Territory, of EMI's pro rata share of any Relevant EMI Composition in connection with a Telecommunication Personalization Product, shall be the EMI Rates and methodology described herein, and such rates shall apply to any and all licenses contemplated in subparagraph 2.4.2.1 above.

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2.4.3.4 *"Hybrid" and Other Fee Structures – Warner Music Group as EMI's Agent.*[1]

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REDACTED

2.4.3.6 *"Hybrid" and Other Fee Structures -- Direct Distribution by Warner Music Group.*

REDACTED

2.4.3.7

2.4.3.8

REDACTED

REDACTED

2.4.3.9

2.4.3.10

REDACTED

2.4.3.11

REDACTED

2.5 **Digital Video Products.**

2.5.1 ***Agreement to Issue Digital Video Product Implemented Licenses.*** Provided that the conditions set forth in Section 2.5.1.1 are fulfilled, EMI hereby agrees to issue Digital Video Product Implemented Licenses, or cause Digital Video Product Implemented Licenses to be issued, to Warner Music Group or to third-party services as provided for herein ("Services"), to synchronize, reproduce and distribute, solely in the Territory and (subject to paragraph 7) only during the Digital Video Product Term, Relevant EMI Compositions as embodied in Promotional Videos and Audiovisual Recordings contained on Digital Video Products, including the rights, for such purpose only, (a) to reproduce the musical composition onto a server, (b) to reproduce the musical composition on a playback device,(c) to create any temporary or incidental reproductions, and (d) to permit consumers to (i) make personal use transfers of any EMD Music Video Sale or Limited Video Download distributed to such consumer to such consumer's playback device(s) and (ii) make a limited number of personal

use copies of any EMD Music Video Sale or Limited Video Download distributed to such consumer, on the terms set forth herein. For clarity, and without limitation, this subparagraph 2.5.1 does not cover the synchronization, reproduction or distribution of any Promotional Video or other Audiovisual Recording, or other embodiment of a Warner Music Group Master in an audiovisual work, on or in connection with a standard CD, Dual Disc Product, DVD, film, or any other optical disc or other "physical" media, or for any purpose other than as a Digital Video Product. For the avoidance of doubt, this Agreement grants Warner Music Group no right to license any EMI Composition embodied in a Promotional Video or other Audiovisual Work included on the Digital Video Product to a third-party for use as original programming, or as part of a motion picture, short film, documentary or television program. Notwithstanding the foregoing, a third-party Service licensed pursuant to an Implemented License may distribute Exhibition-Only Video Streams that consist of Promotional Videos, or other Audiovisual Recordings that are similar to Promotional Videos (e.g., long-form videos or short films, but not feature-length motion pictures or broadcast television programs), as part of original, television-like programming (but may not synchronize or incorporate such Exhibition-Only Streams in any other traditional manner that would traditionally require a synchronization license from EMI). Each Digital Video Product shall be deemed a new release as the date of actual release in the US or Canada, as the case may be, of the Digital Video Product for the purpose of determining any applicable controlled composition rate.

2.5.1.1 Whenever Warner Music Group and/or a Service desires to exploit Relevant EMI Compositions in Digital Video Products, Warner Music Group and/or the Service shall upon entering into an agreement with a Service for distribution by a Service of Digital Video Products embodying Relevant EMI Compositions, (a) immediately provide EMI with written notice of the agreement, and (b) promptly provide EMI a copy of the fully executed agreement between the Service and Warner Music Group (the "Digital Video Product License Documentation"). The Service shall then be added to Schedule 2.5.2.1 (described below). EMI shall promptly issue a Digital Video Product Implemented License for any or all Relevant EMI Compositions included on the Digital Video Product Approved Compositions List (defined below) to be embodied in Digital Video Product(s) exploited by Warner Music Group or the Service, as the case may be, in accordance with the terms of this Agreement. The Digital Video Product Implemented License shall be retroactive to the first exploitation of the Relevant EMI Composition in a Digital Video Product by Warner Music Group, or by the Service pursuant to this Agreement Digital Video Product License Documentation. The "Digital Video Product Approved Compositions List" shall mean the list of the Relevant EMI Compositions that Warner Music Group and EMI agree are available for exploitation as Digital Video Products under the terms set forth in this subparagraph 2.5. The current version of the Digital Video Product Approved Compositions List as of the Effective Date is annexed hereto as Schedule 2.5.1.1. Warner Music Group shall, from time to time, provide EMI with written notice of additional Relevant EMI Compositions it desires to add to the Digital Video Product Approved Compositions List, and the same shall be added if, in EMI's sole but reasonable discretion, all relevant approvals have been obtained. Also for the avoidance of doubt, if a composition ceases to be an "EMI Composition" for any reason after Warner Music Group and/or a Service has begun exploiting such EMI Composition in a Digital Video Product, Warner Music Group and/or a Service shall, to the extent required by such restriction or limitation, cease further distribution of such EMI Composition promptly following receipt of written notice by EMI that such composition is subject to such restriction and/or is no longer an "EMI Composition."

2.5.2 *Licensing Methodology.*

2.5.2.1 EMI retains the sole and exclusive right to license (or refrain from licensing) any use of an EMI Composition (and/or any other EMI Composition) in connection with a Digital Video Product by either Warner Music Group or by a third-party service or entity (a "Service"), subject to the provisions of this subparagraph 2.5.1, to subparagraph 2.5.2 and to subparagraph 3.2 below. Warner Music Group shall have the right to itself directly exploit (but not to sublicense others to exploit) Relevant EMI Compositions embodied in Digital Video Products, with and subject to EMI's advance written approval, and subject to the royalty rates and payment provisions contained in subparagraphs 2.5.3 below. Warner Music Group shall also have the right to act as EMI's agent for the sole purpose of licensing to a Service the right to exploit Relevant EMI Compositions embodied in Digital Video Products, with and subject to EMI's advance approval, and subject to the royalty rates and payment provisions contained in subparagraphs 2.5.3 below. EMI has pre-approved (a) Warner Music Group to act as EMI's agent in licensing to the Services listed on the confidential Schedule 2.5.2.1 annexed hereto the right to exploit Relevant EMI Compositions embodied in Digital Video Products, and (b) Warner Music Group's direct exploitations of Relevant EMI Compositions embodied in Digital Video Products as set forth on the confidential Schedule 2.5.2.1(b) annexed hereto, subject to the royalty rates and payment provisions contained in subparagraphs 2.5.3 below. In addition, EMI shall not unreasonably withhold its approval of Warner Music Group's acting as EMI's agent in licensing to the Services not listed in Schedule 2.5.2.1, provided such Services are fiscally capable, secure Services and such license conforms to the applicable rates and other terms and conditions of this Agreement. Nevertheless, in the event that any Service (including those Services listed on Schedule 2.5.2.1) wishes to deal directly with EMI, it may seek a license directly from EMI. Notwithstanding the preceding sentence, EMI shall not solicit direct licenses from the Services listed on Schedule 2.5.2.1, and is prepared to have Warner Music Group act as its agent for the sole purpose of licensing to those Services the right to exploit Relevant EMI Compositions embodied in Digital Video Products, subject to the terms and conditions of this Agreement. Notwithstanding anything to the contrary contained herein or in any license between Warner Music Group and a Service (including those Services listed on Schedule 2.5.1.1), EMI shall have the sole and exclusive right to license to the Services listed on the confidential Schedule E annexed hereto the right to exploit Relevant EMI Compositions embodied in Digital Video Products.

2.5.2.2 It is understood that the parties wish to, on an experimental basis, attempt to exploit Relevant Warner Music Group Masters, and Promotional Videos and Audiovisual Recordings that embody them, as Digital Video Products, via newly developed consumer offerings which have heretofore not been traditionally commercially exploited, and which are delivered via Internet, cable television, satellite, and/or telecommunication networks ("New Tech Distribution Platforms"). It is to that end that EMI agrees to issue Implemented Licenses to exploit Digital Video Products via the New Tech Distribution Platforms (subject to the consent of its writers, if applicable) pursuant to subparagraph 2.5.1, but only during the Digital Video Product Term on the terms set forth herein. Warner Music Group represents and warrants that it has not, prior to the date hereof, exploited Digital Video Products via any New Tech Distribution Platform. It is of the essence of this Agreement that at the conclusion of the Digital Video Product Term, Warner Music Group shall immediately cease all further distribution, transmission, reproduction, performance or other making available of Promotional Videos and Audiovisual Recordings embodying EMI Compositions as Digital Video Products pursuant to this license.

2.5.2.3 Unless otherwise approved by EMI in writing, Warner Music Group and/or any Service it licenses shall distribute Exhibition-Only Video Streams and/or Limited Video Downloads embodying EMI Compositions only via the following methods: (a) linear, pre-programmed video channels consisting of general programming, genre-based channels or "personalized"/user-influenced programming that have been pre-approved in writing by EMI; and (b) video-on-demand ("VOD"), delivered via New Tech Distribution Platforms, whereby consumers will be allowed to select specific individual Promotional Videos or Audiovisual Recordings for instant play or for assemblance in a user's uniquely generated "on-demand" playlist.

2.5.3 **Royalties.**

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2.6 **Implemented Licenses for Prior or Current New Digital Media Exploitation.** Schedule 2.6 sets forth all agreements by which Warner Music Group has or is currently exploiting any of the rights granted hereunder. Promptly upon execution of this Agreement, the

parties shall cooperate to properly document and account for all New Digital Media containing any portion of EMI Compositions which has been or is currently being exploited by Warner Music Group, and Warner Music Group agrees to take all actions necessary and otherwise required by this Agreement so that EMI may seek all relevant writer approvals and, if obtained, issue appropriate Implemented Licenses and so that Warner Music Group may pay to EMI all royalties owed hereunder.

2.7 **Server, Transient and Other Incidental Copies.** The licenses provided for in subparagraphs 2.1 through 2.5 include the right to make any reproductions incidental to, and reasonably necessary for, ordinary exploitation of Relevant EMI Compositions in the manner provided therein.

3 **Definitive Understanding/Intent of Parties.**

3.1 This Agreement is intended as the parties sole, exclusive and definitive understanding of the methodology and rates applicable to the exploitation of EMI's *pro rata* share of Relevant EMI Compositions in connection with the New Digital Media Products described herein, in the Territory and in the Relevant Term. As such, it supersedes all understandings, claims, interpretations and agreements with which it may conflict. Accordingly, without limitation, in so far as the Relevant Warner Music Group Masters are concerned, EMI agrees that for the Relevant Term and Territory it shall not assert any claims, or deal with any third-parties in a manner inconsistent with these terms. Furthermore, without limitation, in so far as EMI's *pro rata* shares of the Relevant EMI Compositions are concerned, Warner Music Group agrees that for the Relevant Term and Territory it shall not assert any claims, or deal with any third-parties in a manner inconsistent with these terms. Nothing in this paragraph is intended to, or shall be deemed to (a) restrict or hamper Warner Music Group in its actual negotiations with third-party Publishers not controlled or administered, or co-controlled or co-administered, by EMI, or (b) restrict or hamper EMI in its actual negotiations with third-party record labels. This Agreement neither authorizes Warner Music Group to, nor shall prevent Warner Music Group from, seeking to obtain and rely on any controlled composition clauses, other licenses, or compulsory licenses that may be available to it, and paying the royalties specified therein with respect to (x) any Publisher other than EMI holding an interest in a musical composition embodied in a New Digital Media Product (including any Publisher holding a partial interest, including a non-controlled interest, in a musical composition that is in part an EMI Composition during the Relevant Term and in the Territory), (y) any product or service other than a New Digital Media Product, and/or (z) subject to paragraph 7, any exploitation of a New Digital Media Product outside of the Relevant Term or Territory.

3.2 It is the intention of the parties, consistent with the Recitals to this Agreement, that this Agreement shall, inter alia, provide for the availability of licenses ("Relevant Licenses") enabling the use in the Relevant Term and Territory of Relevant EMI Compositions together with Relevant Warner Music Group Masters in Telecommunication Personalization Products, and this Agreement provides that Relevant Licenses may be made available to Services in different ways (i.e., directly from EMI, through Warner Music Group as EMI's agent, etc.) (collectively, "Methodologies"), subject to the royalty rates described in this Agreement and subject to the other terms herein. Notwithstanding anything herein, regardless of which Methodology is employed, no fiscally capable secure Service requesting such a Relevant License (which conforms to the applicable rates and terms) shall be denied such Relevant License.

4 Limitations and Reservation of Rights.

4.1 This Agreement relates only to Relevant EMI Compositions and only to their use (a) together with, and as embodied in, the Relevant Warner Music Group Master, and (b) in the New Digital Media Products. Except as may be specifically provided for herein, this Agreement does not in any way affect any musical composition other than a Relevant EMI Composition, nor does it affect any exploitation of a Relevant EMI Composition separate and apart from the Relevant Warner Music Group Master. For clarity, EMI does not by this Agreement license or agree to license any exploitation of any EMI Composition outside of the Relevant Term or Territory.

4.2 No right of public performance is granted under this Agreement. For clarity, notwithstanding anything herein, where a performance license is required in order for Warner Music Group or the Service, as the case may be, to exploit any New Digital Media Product, the Warner Music Group or the Service, as the case may be, shall obtain such license under a separate agreement.

4.3 This Agreement does not authorize or permit any use of a EMI Composition not expressly set forth herein, and, except as expressly provided for herein, does not include the right to alter the fundamental character of the music of any EMI Composition. EMI reserves all rights not expressly granted to Warner Music Group hereunder. All rights granted hereunder are granted on a non-exclusive basis.

4.4 Without limiting the force and effect of the foregoing, this Agreement does not include the rights to reproduce, distribute, synchronize, use or exploit an EMI Composition in any digital media format not specifically provided herein (including to make any digital phonorecord delivery), or, except as provided herein, on or in any broadcast/cablecast or on-line services (whether viewable in real time or downloadable), interactive program, platform, media or storage device.

4.5 Nothing contained in this Agreement shall preclude or inhibit EMI's ability to take any action with respect to the infringement of its rights in any EMI Composition (except to the extent that any licenses granted hereunder preclude enforcement against activities within the scope of those licenses).

4.6 Except for factual and/or descriptive purposes, no right whatsoever is being granted hereunder to use or authorize other persons to use the names (including any professional names, previously, now or hereafter used), facsimile signatures, voices, likenesses or biographical material of, concerning, or regarding any of the composers of an EMI Composition for any purpose whatsoever.

4.8 Where Warner Music Group embodies or displays lyrics in New Digital Media Products, EMI grants no right to synchronize the lyrics with any audiovisual material (except as provided in subparagraph 2.1.1 above).

5 Security/Copyright Notice. In addition to any other covenant, representation, warranty or agreement contained herein regarding encryption, security and/or Digital Rights Management ("DRM"), Warner Music Group further represents, warrants and agrees that all New Digital Media Products shall be distributed with industry-standard security measures that are applicable to such media, except in the case of a limited number of advance copies provided to reputable third parties on a need to receive basis. Warner Music Group further represents, warrants and

agrees that in the creation and distribution of New Digital Media Products, it shall use reasonable business efforts to prevent the creation or exploitation of any unauthorized copies of any Relevant Warner Music Group Masters in any facilities in its control in any form (including but not limited to, copies created by employees or contractors outside the immediate scope of their employment) ("Illicit Copies"). Warner Music Group shall use reasonable business efforts to accord appropriate copyright credit to EMI and/or its writers in a manner that is industry-standard for the relevant New Digital Media Product.

6 **Consideration Interdependent.** The terms and conditions set forth herein with respect to different products and services are interdependent, and each party's accession to terms, conditions and rates in any one paragraph is in consideration of the other party's accession to the terms, conditions and rates set forth in the remaining paragraphs, in their entirety.

7 **Sell Off.** Notwithstanding anything to the contrary contained herein, Warner Music Group and those claiming under it shall have the continuing rights of exploitation set forth in the definitions of the various Relevant Terms (with respect to each New Digital Media Product, the "Sell Off Period" for such product), subject to the following two sentences: With respect to each Dual Disc Product, Multisession Audio Product, or DSM Locked Content Product Distributed or Unlocked during the Sell Off Period, Warner Music Group shall pay to EMI

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Notwithstanding anything contained herein, all sales during the Sell Off Period shall be in the ordinary course of business, and Warner Music Group shall act in good faith and shall not excessively manufacture product during the Relevant Term in an effort to stockpile "inventory" to sell after the Relevant Term. The parties acknowledge and agree that (i) this Agreement is without prejudice to Warner Music Group's ability to re-license the Dual Disc Product or Multi-Session products after expiration or termination of this Agreement upon mutually acceptable terms and at the then-prevailing industry rates, if applicable; and (ii) the foregoing re-license may be accomplished through a letter of extension, addendum of extension or other mutually acceptable abbreviated form of license.

8 **Accounting; Audit; Method of Payment.**

8.1 Except as provided for in paragraph 2.4, royalties under this Agreement shall be paid to EMI, by Warner Music Group, or by a Service, as the case may be, on a quarterly basis within forty-five (45) days after each calendar quarter, and shall be accompanied by statements (which must be provided electronically), indicating, for each type of New Digital Media Product distributed, the number of each such product distributed in the Territory during the period. Warner Music Group shall begin accounting to EMI in the first quarter immediately subsequent to the first release or first distribution of the relevant New Digital Media Product.

8.2 Warner Music Group agrees to keep and maintain true and accurate records and books of account in connection with the distribution of New Digital Media Products and all transactions related thereto or otherwise contemplated under this Agreement, and to retain all such records and books for a period of not less than three (3) years after each accounting to EMI, and Warner Music Group will include an obligation in its agreements with each Service it licenses as EMI's agent that such Service shall do the same. EMI, by its designated representative, shall have the right, upon reasonable written notice, and during normal office hours, and not more than one time with respect to any Relevant Term (although such audit may take place during or after the Relevant Term), to examine the books and records of Warner Music Group, at its regular place of business where the books and records are maintained, as

the same pertain to the subject matter of this Agreement and to make copies and extracts thereof. Warner Music Group and each such Service shall cooperate with EMI's representative to assist them in understanding all such material. Warner Music Group will use commercially reasonable business efforts to (a) cause any licensed Service to provide EMI, by its designated representative, the right, upon reasonable written notice, and during normal office hours, and not more than one time with respect to any Relevant Term (although such audit may take place during or after the Relevant Term), to examine the books and records of such Service, at its regular place of business where the books and records are maintained, as the same pertain to the subject matter of this Agreement and to make copies and extracts thereof, and (b) to ensure that each of these accounting and audit provisions are contained in any license between Warner Music Group and a Service, and that EMI be made a third-party beneficiary of such provisions. The failure of such Service to honor any such accounting or audit provision shall not be deemed a breach of this Agreement by Warner Music Group.

8.3 All amounts quoted herein are in United States Dollars. All checks to EMI shall be in United States Dollars, shall be made payable to EMI Music Publishing, and shall be sent to the address set forth in paragraph 9 below. The payments due and payable under this Agreement shall be computed for each payment period with foreign currency sales converted into United States Dollars using an average exchange rate for such period, which shall be the rate as consistently utilized by the Warner Music Group for consolidated reporting purposes. All accountings and payments must be received by EMI on the date such payment and statement are due, according to the terms of this Agreement, time being of the essence hereof. No payments shall be diminished or reduced in any manner for any reason, including without limitation, any withholdings, currency restrictions, exchanges or taxes, and, for clarity, no amount(s) shall be set-off against, or recouped from, the payments due hereunder. Upon written request, EMI shall provide Warner Music Group with a current W-9 form for each music publishing catalog receiving payment.

8.4 Any direct or indirect payments received by Warner Music Group or a Service with respect to exploitation of Relevant EMI Compositions in New Digital Media Products that is an amount in excess of the share to which Warner Music Group or the Service is entitled under this Agreement (hereinafter called "Warner Music Group Excess Share") shall be reported by Warner Music Group or the Service, as the case may be, to EMI, and Warner Music Group or the Service, as the case may be, shall, within thirty (30) days thereof, remit to EMI the Warner Music Group Excess Share. In the event that EMI shall inform Warner Music Group or a Service of any claim by EMI that Warner Music Group or a Service, as the case may be, has been paid any Warner Music Group Excess Share, based on supporting documentation and details thereof which EMI shall furnish, then upon verification thereof by Warner Music Group or the Service, as the case may be, Warner Music Group or the Service shall, within thirty (30) days of verification, remit to EMI any Warner Music Group Excess Share.

8.5 Any direct or indirect payments received by EMI with respect to exploitation of Relevant EMI Compositions in New Digital Media Products that is an amount in excess of the share to which EMI is entitled under this Agreement (hereinafter called "EMI Excess Share") shall be reported by EMI to Warner Music Group, and EMI shall, within thirty (30) days thereof, remit to Warner Music Group the EMI Excess Share. In the event that Warner Music Group shall inform EMI of any claim by Warner Music Group that EMI has been paid any EMI Excess Share, based on supporting documentation and details thereof which EMI shall furnish, then upon verification thereof by EMI, EMI shall, within thirty (30) days of verification, remit to Warner Music Group any EMI Excess Share.

8.6 Notwithstanding anything to the contrary contained herein, Warner Music Group or a Service, as the case may be, shall, with respect to any Relevant Warner Music Group Master distributed in accordance with the terms of this Agreement, pay to EMI the relevant royalty as provided for in paragraph 2 herein, and in accordance with the payment provisions provided for in this paragraph 8, regardless of and notwithstanding whether Warner Music Group has or has not cleared, or is or is not able to clear, all or some of the rights in the Relevant Warner Music Group Master other than the rights owned or controlled by EMI.

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8.8 Warner Music Group shall maintain separate royalty accounts relevant to the rights licensed hereunder, as instructed by EMI (i.e., accounts with designations such as "EMI New Digital Media Audio Account", "EMI New Digital Media Video Account", "EMI New Digital Media Telecommunication Personalization Product Account", etc.), and shall group, order and segregate royalty payments as instructed by EMI.

9 Notices. Any notices, consent, approval, demand, or other communication to be given to EMI or to Warner Music Group shall be sent to EMI or Warner Music Group, as the case may be, at the address mentioned in this paragraph 9 below, or to such other address as the party may hereafter designate by notice in writing to the other party or to a Service. All notices, consents, approvals, demands, other communications and payments hereunder shall be hand delivered or sent by certified mail, return receipt requested, as follows:

To EMI: EMI Music Publishing
1290 Avenue of the Americas
New York, New York 10104
Attention: Senior Vice President, Business and Legal Affairs

With a courtesy copy to: Proskauer Rose LLP

1585 Broadway
New York, New York 10036
Attention: Frank P. Scibilia
Daryn A. Grossman

To Warner Music Group: Warner Music Inc.
75 Rockefeller Plaza
New York, New York 10019
Attention: Executive Vice President and General Counsel

With a courtesy copy to: Arnold & Porter LLP
1600 Tysons Blvd., Suite 900
McLean, Virginia 22102
Attention: Steven R. Englund

Any notice shall be deemed complete when the same (containing whatever information may be required hereunder) is deposited in any mail box properly addressed and sent as aforesaid, except that (a) all materials personally delivered shall be deemed served when actually received by the party to whom addressed, (b) air express materials shall be deemed served on the day of delivery to the air express company, (c) notices of change of address shall be effective only from the date of receipt, and (d) royalty statements may be sent by regular mail and shall be deemed rendered when actually received by EMI.

10 Ownership. Warner Music Group shall not at any time, directly or indirectly, license, transfer, assign, sell or otherwise dispose of, pledge, mortgage or in any way encumber any EMI Composition or any interest of any kind therein, and/or any right or license granted hereunder, other than as provided herein, and any such purported license, transfer, assignment, sale, disposal, pledge, mortgage or encumbrance shall be void and of no effect.

11 No Partnership. Nothing herein contained shall create any association, partnership, joint venture or relationship of principal and agent between the parties hereto, except as specifically provided for herein; it being understood that the parties hereto are, with respect to each other, independent contractors, and neither party shall have any authority to bind the other or the other's representatives in any way and shall not hold itself out to any person or entity as having authority.

12 Integration. The parties hereto agree that: (i) all understandings and agreements heretofore made between them with respect to the subject matter hereof are merged in this agreement, which fully and completely expresses their agreement with respect to the subject matter hereof and (ii) except as specifically set forth herein, all prior agreements among the parties with respect to such subject matter are superseded by this agreement which integrates all promises, agreements, conditions and understandings among the parties with respect to such subject matter. In addition, each party acknowledges that neither party nor any person acting on behalf of a party (including its agents, its representatives or its attorneys) has made any promise, representation or warranty whatsoever, express or implied, oral or written, not contained herein, and further acknowledges that they have not executed, and have not been induced to execute, this agreement in reliance upon any promise, representation or warranty. No change, modification, waiver or termination of this agreement shall be binding upon either party unless it is made by an instrument signed by an authorized officer of the party against whom enforcement is sought. A waiver by either party of any provision of this agreement in any instance shall not be deemed a waiver of such provision, or any other provision hereof, as to

any future instance or occurrence. All remedies, rights, undertakings, and obligations contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, or obligation of either party. The captions of the Articles in this agreement are included for convenience only and shall not affect the interpretation of any provision.

13 Governing Law. THIS AGREEMENT HAS BEEN ENTERED INTO IN THE STATE OF NEW YORK, AND THE VALIDITY, INTERPRETATION AND LEGAL EFFECT OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS ENTERED INTO AND PERFORMED ENTIRELY WITHIN THE STATE OF NEW YORK (WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES UNDER NEW YORK LAW). OTHER THAN AS SET FORTH IN SUBPARAGRAPH 2.5 WITH RESPECT TO THE DETERMINATION OF DIGITAL VIDEO PRODUCT ROYALTY RATES, THE NEW YORK COURTS (STATE AND FEDERAL), SHALL HAVE SOLE JURISDICTION OF ANY CONTROVERSIES REGARDING THIS AGREEMENT; ANY ACTION OR OTHER PROCEEDING WHICH INVOLVES SUCH A CONTROVERSY SHALL BE BROUGHT IN THOSE COURTS IN NEW YORK COUNTY AND NOT ELSEWHERE. THE PARTIES WAIVE ANY AND ALL OBJECTIONS TO VENUE IN THOSE COURTS AND HEREBY SUBMIT TO THE JURISDICTION OF THOSE COURTS.

14 Sophisticated Parties; Independent Counsel. The parties hereto are sophisticated and have had the opportunity to be represented by independent counsel throughout the negotiation and execution of this Agreement. As a consequence, no presumption of any law or rule relating to the interpretation of contracts against the drafter of any particular provision should be applied in this case, and the parties hereby waive their effects.

15 Mutual Press Release. Neither party hereto shall, without the prior written consent of the other party, issue any press release or make any other public announcement or statement relating to any terms and conditions of this agreement or to the negotiation thereof to which such party was privy or of which it was otherwise made aware (e.g., by being copied on correspondence or by being advised by another party to the negotiation). The parties shall mutually approve and issue a joint press release announcing the execution of this agreement, and shall mutually agree on a general description or characterization of the agreement, with which any public statements shall conform and follow in all material respects.

16 Assignment; Change of Control. This Agreement, and the rights, opportunities and obligations created pursuant to this Agreement, are not assignable, delegable, transferable, or sublicensable in any manner, in whole or in part, by Warner Music Group, except (i) as specifically provided herein, (ii) Warner Music Group may assign this Agreement in whole to any Affiliate so long as such Affiliate also directly owns the Warner Music Group Masters, or (iii) Warner Music Group may assign this Agreement in whole to a person or entity owning, or acquiring, all of Warner Music Group's stock and/or assets (including the Warner Music Group Masters), provided however that in the event of such assignment, Warner Music Group shall not be released from its obligations hereunder unless such assignee agrees in writing to be bound by all of the provisions hereof. Notwithstanding anything herein, it is the parties' intention that the entity that owns the Warner Music Group Masters also be subject to and bound by this Agreement. For the purpose of this paragraph 16, "Affiliate" shall mean any corporation or other entity which directly or indirectly controls, or is controlled by, or is under common control with, Warner Music Group. For purposes of this definition, "control" or "controlled" means ownership, directly or through one or more Affiliates, of fifty percent (50%) or more of the shares of stock entitled to vote for the election of directors, in the case of a corporation, or fifty percent (50%) or

more of the equity interest in the case of any other type of legal entity, status as a general partner in any partnership, or any other arrangement whereby a Party controls or has the right to control the Board of Directors or equivalent governing body of a corporation or other entity, or the ability to cause the direction of the management or policies of a corporation or other entity. The parties acknowledge that in the case of certain entities organized under the laws of certain countries, the maximum percentage ownership permitted by law for an investor is less than fifty percent (50%), and that in such case such lower percentage shall be substituted in the preceding sentence, PROVIDED THAT such investor otherwise has the power, directly or indirectly, to direct the management and policies of such entity. EMI may assign its rights or obligations under this Agreement in whole or in part provided any such assignee shall be bound by EMI's obligation hereunder.

17 No Waiver. Nothing in this agreement is intended to waive, compromise, preclude or otherwise affect any legal position, defense or remedy that either party may wish to assert after the Relevant Term with respect to the rights or exploitations contemplated hereunder (including without limitation whether a public performance right is implicated by or requires licensing for any of the New Digital Media Products), all of which are expressly reserved.

18 Right to Reject/Non-Arms'-Length Licensing. EMI shall have the right to reject the inclusion of any EMI Composition(s) as part of any agreement between Warner Music Group and a Service, or (with respect to Telecommunication Personalization Products) between Warner Music Group and any of its affiliates (including, without limitation, any affiliated Warner Music Group or consumer electronics company), the terms of which (including royalty rates or other financial terms): (i) do not reflect fair-market terms because the Service, or Warner Music Group, is providing or has provided an additional benefit to a Warner Music Group affiliate (including, without limitation, any affiliated Warner Music Group or consumer electronics company) that does not also result in an appropriate financial benefit to EMI, or (ii) do not reflect an arms'-length transaction.

19 EMI Successors. To the maximum extent possible under law, any successor to EMI shall take subject to the rights of Warner Music Group under any license issued hereunder; EMI shall not voluntarily take any action that would result in its successor not taking subject to the rights of Warner Music Group under any license issued hereunder; and if EMI's successor will not take subject to the rights of Warner Music Group under any license issued hereunder, EMI shall give Warner Music Group notice thereof in writing as soon as practicable.

ACCEPTED AND AGREED:

WARNER MUSIC INC.

By: _____

An Authorized Signatory

EMI MUSIC PUBLISHING

Exhibit B

Scibilia, Frank P.

From: Scibilia, Frank P.
Sent: Thursday, August 04, 2005 5:39 PM
To: 'Peters, Elliott (WMG Corp)'; 'cmiller@emimusicpub.com'; 'jinsogna@emimusicpub.com'
Cc: 'englust@aporter.com'
Subject: RE: Performance Side Letter
Attachments: emi wmg - public performance side letter(v1).DOC

Attached is a draft of the Performance Side Letter.

Frank P. Scibilia | Proskauer Rose LLP | 1585 Broadway | NY NY 10036
direct: 212.969.3038 | fax: 212.969.2900 | fscibilia@proskauer.com

-----Original Message-----
From: Peters, Elliott (WMG Corp) [mailto:Elliott.Peters@wmg.com]
Sent: Thursday, August 04, 2005 11:43 AM
To: 'cmiller@emimusicpub.com'; 'jinsogna@emimusicpub.com'; Scibilia, Frank P.
Cc: 'englust@aporter.com'
Subject: Performance Side Letter

Will we be getting this this week?

Sent from my BlackBerry Wireless Handheld

As of April 1, 2005

EMI Music Publishing
1290 Avenue of the Americas
New York, New York 10104

Warner Music Group
75 Rockefeller Plaza
New York, New York 10019

This confidential side letter is made pursuant to that certain New Digital Media Agreement, made as of April 1, 2005 by and between Warner Music Group and EMI (the "Agreement"). All capitalized terms in this side letter shall have the meanings as defined in the Agreement.

EMI and Warner Music Group hereby agree to modify the Agreement, in a confidential manner, as follows:

1. *Subparagraph 2.4.2.5 is hereby modified to read as follows:*

2.4.2.5

REDACTED

2. *Subparagraph 2.4.2.6 is hereby added, as follows:*

2.4.2.6

REDACTED

4. *Also to conform with the modification of subparagraph 2.4.2.5 and the addition of subparagraph 2.4.2.6, the first sentence of subparagraph 4.2 is hereby modified to read as follows:*

REDACTED

5. The parties hereto agree to hold the contents of this letter in confidence and to not communicate, transmit, publish, disseminate or otherwise disclose any of its terms or conditions or the negotiation thereof (collectively, "Confidential Information"); provided, however, that nothing in this paragraph shall prohibit disclosure of such Confidential Information: (i) to such party's attorneys, accountants and other professional advisors (collectively, "Advisors") as may be reasonably necessary in order to receive their professional advice, (ii) in connection with any legal or governmental proceeding where such disclosure is required pursuant to any statute, regulation, order, subpoena or document discovery request, provided that prior written notice of such disclosure is furnished to the non-disclosing party as soon as practicable in order to afford such non-disclosing party an opportunity to seek a protective order (it being agreed that if the non-disclosing party is unable to obtain or does not seek a protective order and the disclosing party is legally compelled to disclose such information, disclosure of such information may be made without liability); and (iii) in the ordinary course of such party's fulfillment of its obligations hereunder, including to any permitted assignee.

6. Nothing contained in this letter agreement modifies or supersedes any portion of the Agreement, other than as provided herein.

ACCEPTED AND AGREED:

WARNER MUSIC GROUP

By:_____
An Authorized Signatory

EMI MUSIC PUBLISHING

By:_____
An Authorized Signatory

EXHIBIT CO 0222

Master Tone, Subscription Service, and Digital Download Agreement

THIS AGREEMENT (the "Agreement") is made as of April __, 2006 (the "Effective Date"), by and between Skype Communications Sarl, Rue Notre-Dame 15, L-2240 Luxemburg, Luxemburg, and each and every Affiliate (defined below) (individually and collectively, "Skype"), and EMI Entertainment World Inc., 1290 Avenue of the Americas, New York, New York 10104 ("Publisher" or "EMI").

WHEREAS, Skype wishes to offer to paid Subscribers (defined below) a digital music subscription service that offers conditional downloads of Master Recordings (defined below), including Conditional Downloads (defined below) (the "Service");

WHEREAS, Skype wishes also to offer to consumers ringtones and ringbacks embodying Master Recordings, including Master Tones (defined below);

WHEREAS, Skype wishes also to offer to consumers permanent digital downloads of Master Recordings, including Permanent Downloads (defined below); and

WHEREAS, EMI wishes to grant Skype licenses to reproduce and perform EMI Compositions as Conditional Downloads, solely in connection with the Service, and as Master Tones and Permanent Downloads;

NOW THEREFORE, in consideration of the mutual promises set forth herein, the sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions.

(a) An "Affiliate" shall mean any corporation or other entity which directly or indirectly controls, or is controlled by, or is under common control with, Skype Communications Sarl. For purposes of this definition, "control" or "controlled" means ownership, directly or through one or more Affiliates, of fifty percent (50%) or more of the shares of stock entitled to vote for the election of directors, in the case of a corporation, or fifty percent (50%) or more of the equity interest in the case of any other type of legal entity, status as a general partner in any partnership, or any other arrangement whereby a Party controls or has the right to control the Board of Directors or equivalent governing body of a corporation or other entity, or the ability to cause the direction of the management or policies of a corporation or other entity. The parties acknowledge that in the case of certain entities organized under the laws of certain countries, the maximum percentage ownership permitted by law for an investor is less than fifty percent (50%), and that in such case such lower percentage shall be substituted in the preceding sentence, PROVIDED THAT such investor otherwise has the power, directly or indirectly, to direct the management and policies of such entity.

(b) A "Conditional Download" shall mean a digital audio-only file of a Relevant Master Recording that (i) is protected with industry-standard digital rights management ("DRM") encryption that is designed to prevent the creation of a permanent, playable digital audio file, (ii) is distributed to a Subscriber's computer hard drive and timed to expire thirty (30) days from the date of distribution, and (iii) may be transferred by the Subscriber from the computer hard drive to which it was distributed to up to a limited number of DRM-enabled consumer electronics devices owned by such Subscriber, but which shall become unplayable on any such device if the device is not synchronized to the Subscriber's account once a month and/or if the Subscriber's subscription lapses.

(c) An "EMI Composition" shall mean any United States or United Kingdom musical composition (that is, a musical composition written by a writer that is a member of a United States or United Kingdom performing rights society) in which the rights which are the subject of this Agreement are owned or controlled by, or licensed to, EMI, in whole or in part, in the Territory; and which are available, to the extent of EMI's ownership or control thereof, and to the extent of its rights, for the purposes described therein, subject to any explicit restrictions or limitations thereon imposed pursuant to songwriter agreements or otherwise. If a composition ceases to be an "EMI Composition," in whole or in part, for any reason described in this subparagraph after Skype has begun exploiting such composition under the terms hereof, Skype shall, to the extent required by such restriction or limitation, cease further distribution of such composition promptly following receipt of written notice by EMI that such composition is no longer an "EMI Composition," and EMI shall indemnify Skype solely as provided in paragraph 10(b) hereunder. Notwithstanding the foregoing, any failure by EMI to provide the notice described in the preceding sentence shall not constitute a breach of this Agreement by EMI. With respect to any such musical composition which may be owned or controlled by EMI only in part, the term "EMI Composition" shall only refer to that portion of the musical composition controlled by EMI. Skype acknowledges that EMI may, in the normal course of business, and otherwise, lose rights with respect to musical compositions, in which event such compositions may cease to be EMI Compositions hereunder, and EMI shall have no liability to Skype with respect to the unavailability of such musical compositions. Notwithstanding the foregoing, the rights granted to Skype herein shall, to the extent possible under relevant law and contract, extend for the entire Term, and EMI's successor's rights shall be subject to such license, to the full extent allowable under applicable law.

(d) Gross Subscription Revenue" shall mean

REDACTED

(e) A "Master Recording" shall mean an authorized audio-only master sound recording that has previously been distributed by a record label or other distributor, and as to which Skype has obtained a license from such record label or other distributor to exploit as a Master Tone, Conditional Download, and/or Permanent Download, as the case may be.

(f) A "Master Tone" shall mean an audio-only electronic file or code that is created from a segment of a Relevant Master Recording (and, for the avoidance of doubt, that is not a so-called "monophonic" or "polyphonic" ringtone or ringback) and that is transmitted to, and then made resident on, a personal computer or wireless telecommunications device (e.g., a telephone, pager, or Blackberry™), and which will play on such computer or device (i) during the period of time between the initiation of a telephone call using the Skype client and the earlier of (x) termination of the call by the caller, or (y) acceptance of the call by the intended recipient or telecommunications network (e.g., voicemail) (i.e., a so-called "master ringback"); (ii) to announce the reception of an incoming telephone call or other communication or message via the Skype client; (iii) as a "dial tone," or (iv) to alert the caller that the client being called is "busy," that the client being called has "hung up," that the call is "on hold," and/or that a contact is "on line."

(g) A "Permanent Download" shall mean a digital audio-only file of a Relevant Master Recording that (i) is distributed by Skype to the computer hard drive of a consumer who

has purchased the file, whereupon it may be played by that consumer any number of times and permanently retained; and (ii) is protected with industry-standard digital rights management ("DRM") encryption that is designed to prevent the further, viral distribution of the file (e.g., on a peer-to-peer network).

(h) A "Relevant Master Recording" shall mean a Master Recording that embodies one or more EMI Compositions.

(i) The "Service" shall mean Skype's music subscription service through which Conditional Downloads are offered to paid Subscribers, as currently configured and marketed.

(j) A "Subscriber" shall mean any person who maintains a valid credit card (or other valid method of paying for the Service, e.g., an online payment account with a service such as PayPal or Billpoint), and has paid the monthly fee for the Service.

2. **Grant of Rights.** EMI hereby grants to Skype a non-exclusive, non-assignable, non-transferable, royalty-bearing limited right and license, solely during the Term and in the Territory:

(a) to reproduce, distribute, and publicly perform EMI Compositions on the Approved Compositions List (defined in paragraph 5 below) embodied in Relevant Master Recordings as Conditional Downloads, solely in connection with the Service;

(b) to reproduce, distribute, and publicly perform EMI Compositions on the Approved Compositions List embodied in Relevant Master Recordings as Master Tones;

(c) to reproduce, distribute, and publicly perform EMI Compositions on the Approved Compositions List embodied in Relevant Master Recordings as Permanent Downloads; and

(d) to reproduce, distribute, and publicly perform excerpts of up to thirty (30) seconds in length of any Conditional Download, Master Tone or Permanent Download solely to promote or encourage the purchase of such Conditional Download, Master Tone or Permanent Download (each, a "Promo Sample"), provided that such Promo Sample is protected with industry-standard digital rights management ("DRM") encryption that is designed to prevent the creation of a permanent, playable digital audio file and/or a permanent Master Tone or other ringtone or ringback.

3. **Term.** The term (the "Term") is two (2) years, commencing on the date of execution of this Agreement.

4. **Territory.** The territory (the "Territory") is the World. For the avoidance of doubt, EMI is hereby licensing only U.S. and U.K. repertoire, for worldwide exploitation by Skype in accordance with the terms herein.

5. **Licensing Methodology.** The rights granted hereunder shall apply solely to EMI Compositions included on the Approved Compositions List (defined below). The "Approved Compositions List" shall mean the list of the EMI Compositions that EMI has cleared for exploitation as, respectively, Conditional Downloads, Master Tones, and Permanent Downloads, in accordance with the terms of this Agreement. The most current version of the

Approved Compositions List as of the Effective Date is annexed hereto as Schedule A. Skype shall, from time to time, provide EMI with written notice of additional EMI Compositions it desires to add to the Approved Compositions List, and the same shall be so added if, in EMI's sole but reasonable discretion, all relevant approvals have been obtained. For the avoidance of doubt, neither Skype nor anyone acting on Skype's behalf shall exploit any EMI Composition that is not on the Approved Compositions List. Also for the avoidance of doubt, if a composition ceases to be an "EMI Composition" for any reason after Skype has begun exploiting such EMI Composition in accordance with the terms of this Agreement, Skype shall cease further distribution of such EMI Composition promptly following receipt of written notice by EMI, given in accordance with paragraph 10 hereunder, that such composition is no longer an "EMI Composition" (a "Take Down Notification") The indemnities described in subparagraphs 11(a) and 11(b) shall apply only with respect to Skype's exploitation, in accordance with the terms of this Agreement, of compositions that are on the Approved Compositions List, and such indemnities shall not apply to any exploitation by Skype of a composition after receipt of a Take Down Notification with respect to that composition.

6. Royalties.

(a) Conditional Download Subscription Service Royalties.

REDACTED

REDACTED

REDACTED

(b) **Master Tone Royalties.**

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

(d) General Provisions

(i) Notwithstanding anything in this paragraph 6 to the contrary, in consideration for certain promotional services in connection with the Service that Skype shall, where and as mutually agreed upon by the parties, render to EMI from time to time during the Term, EMI agrees to waive its right to receive the Conditional Download Fixation Fee, Master Tone Fixation Fee, and Permanent Download Fixation Fee (each defined above), as well as its right to receive any public performance royalties in connection with the distribution by Skype of Permanent Downloads during the Term.

(ii) Other than as specifically provided for in the calculation of Effective Retail Price, Skype shall not make any deductions, discounts, allocations, or reductions that in any way diminish the Retail Price, the Retail Selling Price, the Effective Retail Price, Gross Subscription Revenue, or any amount paid or payable to EMI hereunder. Furthermore, notwithstanding anything herein, Skype shall not benefit in any way, that does not also result in an appropriate financial benefit to EMI, by any deductions, discounts, allocations, or reductions that in any way diminish the Retail Price, the Retail Selling Price, the Effective Retail Price, Gross Subscription Revenue, or any amount paid or payable to EMI hereunder.

For the avoidance of doubt, Skype may not unfairly diminish the value of the Service and/or Gross Subscription Revenue, e.g., by reducing the price or value of the Service so as to make it a "loss leader" to encourage the purchase of other products or services, or by bundling it with another product or service and increasing the price or value of the bundled product, while reducing the price or value of the Service.

(iii) The exploitation under this Agreement of any EMI Composition that takes place in a foreign (non-U.S.) country shall be deemed an exploitation in that foreign country, and EMI shall collect the applicable royalty described in this paragraph 6 on behalf of its foreign affiliate. For clarity, all payments shall be made to EMI at the address first listed above, without deduction or withholding of any kind.

(iv) EMI agrees to waive its right to receive a royalty with respect to the reproduction and distribution of Promo Samples (as defined above).

(v) EMI shall be responsible for paying the appropriate portions of any royalties paid to EMI hereunder to songwriters and composers of EMI Compositions.

7. **Accounting/Audit.**

(a) Within thirty (30) days after the end of each applicable Quarterly Accounting Period, Skype shall pay to EMI all royalties applicable for that period, and shall account to EMI in a manner such that EMI may pay its writers, including by providing electronic statements indicating:

(i) with respect to Conditional Downloads, (x) the particular Conditional Downloads distributed to each Subscriber (listed by territory) during the quarter, (y) the number of months during the quarter that each such Conditional Download was retained by such Subscriber in the manner described in paragraph 1(b) and 6(a) herein, (z) the calculations of Gross Subscription Revenue and the Subscription Service Content Revenue Pool;

(ii) with respect to Master Tones, (x) the particular Master Tones distributed to each customer (listed by territory) during the quarter, (y) the Retail Price or Effective Retail Price, as the case may be, for each such Master Tone, and (z) the calculation of the Master Tone Content Revenue Pool; and

(iii) with respect to Permanent Downloads, (x) the particular Permanent Downloads distributed to each customer (listed by territory) during the quarter, and (y) the Retail Selling Price for each such Permanent Download.

The first payment and quarterly accounting statement(s) shall include payment and an accounting for any exploitation(s) licensed hereunder occurring prior to January 1, 2006.

(b) In order to enable EMI to be satisfied that it is being accounted to on an accurate and timely basis (including by verifying that the calculations of Effective Retail Price (if and where applicable), Gross Subscription Revenue, Subscription Service Content Revenue Pool, and Master Tone Content Revenue Pool are correct), EMI shall have the right to appoint a certified accountant to audit and examine the books and records of Skype with respect to (i) all exploitations covered by this Agreement, and (ii) the calculation of Effective Retail Price (if and where applicable), Gross Subscription Revenue, Subscription Service Content Revenue Pool, and Master Tone Content Revenue Pool; and to make copies and extracts thereof. EMI may

conduct no more than one audit in any given calendar year. Such audit shall be conducted during normal business hours upon reasonable notice. Skype shall cooperate with such certified accountant to assist such accountant in conducting such audit. To the extent any material contains information subject to a confidentiality agreement between Skype and a third-party, Skype shall provide such material solely to an independent accountant (the identity of which EMI shall notify Skype, in writing, prior to an audit) (collectively, "Confidential Third Party Information"). EMI acknowledges the confidential nature of the terms and conditions contained in such Confidential Information and agrees neither it, nor its accountant, shall disclose Confidential Information to any other person, or use any Confidential Information for any purpose other than as contemplated hereby, without the prior written consent of Skype. EMI shall pay the costs of such audit unless it reveals an underpayment of five percent or more of any payment obligations in which case Skype shall bear the reasonable costs of such audit.

8. Limitations on Grant of Rights.

(a) The rights granted hereunder are limited solely to EMI Compositions as embodied in and solely in conjunction with Master Recordings. This agreement grants no right to synchronize or make any audio-visual use of any EMI Composition, or to exploit any EMI Composition as telecommunication personalization product other than a Master Tone. This agreement grants no right to exploit any EMI Composition on or as a physical product (by way of example only, on an optical disc, such as a CD or DVD).

(b) No rights are granted hereunder to make any use(s) of EMI Compositions in any video, electronic or interactive entertainment game(s), including, without limitation, any console game, arcade game, wireless game, embedded video game, online game, or software game.

(c) No print rights are granted hereunder, nor are any rights granted hereunder to make any karaoke use(s) of EMI Compositions.

(d) This Agreement does not authorize or permit any use of any EMI Composition not expressly set forth herein, and no implied licenses are granted herein. EMI reserves all rights not specifically granted hereunder. Without limiting the foregoing, this Agreement does not include the rights to reproduce, distribute, synchronize, perform, use or exploit an EMI Composition in any digital media format not specifically provided herein, on or in any broadcast or cablecast service, or, except as provided herein, on or in any on-line service (whether viewable in real time or downloadable), interactive program, platform, media or storage device other than as provided herein.

(e) This Agreement does not include the right to alter the fundamental character of the music or lyrics of any EMI Composition in any way (other than technical formatting changes), to excerpt or use only a portion of any EMI Composition (except in the manner expressly permitted in paragraph 2(d) above), or to create any derivative work based in whole or in part on an EMI Composition.

(f) This Agreement does not include the right to, and Skype may not, use any EMI Composition in a manner that would imply an endorsement of a product or service, and may not give away or use any EMI Composition (or any of the products or services described herein) to promote a product or service.

9. **Consulting.** From time to time during the Term, where and as mutually agreed upon by the parties, EMI shall act as a music consultant to Skype with respect to the Service. Notwithstanding the foregoing, neither a failure of EMI to act as a music consultant, nor a failure of Skype to request consulting services from EMI, shall constitute a breach of this Agreement.

10. **Notices.** Any notices, consent, approval, demand, or other communication to be given to EMI or to Skype shall be sent to EMI or Skype, as the case may be, at the address mentioned in this paragraph 10 below, or to such other address as the party may hereafter designate by notice in writing to the other party or to a Service. All notices, consents, approvals, demands, other communications and payments hereunder shall be hand delivered or sent by certified mail, return receipt requested, as follows:

To EMI:	EMI Music Publishing 1290 Avenue of the Americas New York, New York 10104 Attention: Senior Vice President, Business and Legal Affairs
With a courtesy copy to:	Proskauer Rose LLP 1585 Broadway New York, New York 10036 Attention: Frank P. Scibilia
To Skype:	Skype Communications Sarl Rue Notre-Dame 15 L-2240 Luxemburg, Luxemburg Fax: + 44 (0) 20 7734 9060 Attention: Pia Ikkala / General Counsel

Any notice shall be deemed complete when the same (containing whatever information may be required hereunder) is deposited in any mail box properly addressed and sent as aforesaid, except that (a) all materials personally delivered shall be deemed served when actually received by the party to whom addressed, (b) air express materials shall be deemed served on the day of delivery to the air express company, (c) notices of change of address shall be effective only from the date of receipt, and (d) royalty statements may be sent by regular mail and shall be deemed rendered when actually received by EMI.

11. **Indemnification; Warranties.**

(a) EMI agrees to defend, indemnify, and hold Skype harmless from any and all claims, by or from any society to which EMI has granted the rights described herein in any applicable territory, relating to the exploitation by Skype of EMI Compositions on the Approved Compositions List in accordance with the terms of this Agreement. Notwithstanding the foregoing, the indemnity described in this subparagraph shall apply only with respect to Skype's exploitation, in accordance with the terms of this Agreement, of compositions that are on the Approved Compositions List, and such indemnity shall not apply to (i) any exploitation by Skype of a composition after the shortest commercially reasonable period necessary to "take down" or otherwise cease further distribution of such composition following receipt of a Take Down Notification (defined in paragraph 5 above) with respect to that composition, provided however that such period shall in no event exceed forty-eight (48) hours or (ii) any exploitation by Skype of EMI Compositions in a particular part of the Territory after the shortest commercially

reasonable period necessary to "take down" or otherwise cease further distribution of such composition, provided however that such period shall in no event exceed forty-eight (48) hours as to which (x) Skype has received written notice from EMI that a society or other third-party is the appropriate licensor, in that particular part of the Territory, of all or certain of the rights described herein, or (y) Skype has provided notice to EMI that a society or other third-party has claimed or asserted, whether orally or in writing, that it is the appropriate licensor, in that particular part of the Territory, of all or certain of the rights described herein, it being understood that Skype shall provide notice to EMI of any such claim or assertion immediately upon reciept by Skype.

(b) In the event that a particular composition that is on the Approved Compositions List is or becomes subject to a restriction or limitation in a songwriter agreement or otherwise that precludes such composition from being an EMI Composition subject to exploitation in any manner provided hereunder, Skype shall, to the extent required by such restriction or limitation, cease further distribution of such composition promptly following receipt of a Take Down Notification from EMI, and EMI shall indemnify Skype (and its affiliates and their respective directors, officers, employees, agents and representatives) from any loss, liability, damage, award, settlement, judgment, fee, cost, or expense arising out of or relating to any claim made by any songwriter relating to the exploitation by Skype of such composition, in the manner or to the extent prohibited by any applicable restriction or limitation, prior to Skype having received such Take Down Notification (and during the shortest commercially reasonable period necessary to implement thereafter a "take down" or otherwise cease further distribution of such composition, provided however that such period shall in no event exceed forty-eight (48) hours).

(c) EMI shall indemnify and hold Skype and its affiliates and their respective directors, officers, employees, agents and representatives from any loss, liability, damage, award, settlement, judgement, fee, cost or expenses (including reasonable attorney fees and costs of suit arising out or relating to any third party claim, allegation, action, demand, proceeding or suit that arises out of or relates to EMI's breach of its warranties or representations hereunder. For the avoidance of doubt, the indemnification described in this paragraph shall not apply to any claim, or any loss, liability, damage, award, settlement, judgment, fee, cost, or expense arising out of or relating to any claim, described in subparagraph 11(a) or 11(b) above, and Skype's sole remedy with respect thereto is as set forth in subparagraph 11(a) or 11(b) above.

(d) Skype shall indemnify and hold EMI and its affiliates and their respective directors, officers, employees, agents and representatives from any loss, liability, damage, award, settlement, judgement, fee, cost or expenses (including reasonable attorney fees and costs of suit arising out or relating to any third party claim, allegation, action, demand, proceeding or suit that arises out of or relates to Skype's breach of its warranties or representations hereunder.

(e) EMI warrants, represents, covenants and agrees that EMI has the right, authority and capacity to enter into and fully perform this Agreement, and that the individual executing this Agreement on behalf of EMI is duly authorized to execute the same on behalf of EMI.

(f) Skype warrants, represents, covenants and agrees that Skype has the right, authority and capacity to enter into and fully perform this Agreement, and that the

individual executing this Agreement on behalf of Skype is duly authorized to execute the same on behalf of Skype.

12. **Ownership.** Skype shall not at any time, directly or indirectly, license, transfer, assign, sell or otherwise dispose of, pledge, mortgage or in any way encumber any EMI Composition or any interest of any kind therein, and/or any right or license granted hereunder, other than as provided herein, and any such purported license, transfer, assignment, sale, disposal, pledge, mortgage or encumbrance shall be void and of no effect.

13. **No Partnership.** Nothing herein contained shall create any association, partnership, joint venture or relationship of principal and agent between the parties hereto, except as specifically provided for herein; it being understood that the parties hereto are, with respect to each other, independent contractors, and neither party shall have any authority to bind the other or the other's representatives in any way and shall not hold itself out to any person or entity as having authority.

14. **Integration; Amendment.** This Agreement sets forth the entire agreement between the parties and supersedes all previous oral or written agreements, understandings, representations and warranties, and courses of conduct and dealing between the parties with respect to the subject matter hereof. This Agreement may be amended or modified only by a writing duly executed by each of the parties.

15. **Severability.** If any term of this Agreement is held to be invalid or unenforceable, such holding will not effect the validity or enforceability of any other term hereto, and this Agreement will be interpreted and construed as if such term, to the extent the same will have been held to be invalid or unenforceable, had never been contained herein.

16. **Governing Law.** THIS AGREEMENT HAS BEEN ENTERED INTO IN THE STATE OF NEW YORK, AND THE VALIDITY, INTERPRETATION AND LEGAL EFFECT OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS ENTERED INTO AND PERFORMED ENTIRELY WITHIN THE STATE OF NEW YORK (WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES UNDER NEW YORK LAW). THE NEW YORK COURTS (STATE AND FEDERAL) SHALL HAVE SOLE JURISDICTION OF ANY CONTROVERSIES REGARDING THIS AGREEMENT; ANY ACTION OR OTHER PROCEEDING WHICH INVOLVES SUCH A CONTROVERSY SHALL BE BROUGHT IN THOSE COURTS IN NEW YORK COUNTY AND NOT ELSEWHERE. THE PARTIES WAIVE ANY AND ALL OBJECTIONS TO VENUE IN THOSE COURTS AND HEREBY SUBMIT TO THE JURISDICTION OF THOSE COURTS.

17. **Sophisticated Parties; Independent Counsel.** The parties hereto are sophisticated and have had the opportunity to be represented by independent counsel throughout the negotiation and execution of this Agreement. As a consequence, no presumption of any law or rule relating to the interpretation of contracts against the drafter of any particular provision should be applied in this case, and the parties hereby waive their effects.

18. **Assignment; Change of Control.** This Agreement, and the rights, opportunities and obligations created pursuant to this Agreement, are not assignable, delegable, transferable, or sublicensable in any manner, in whole or in part, by Skype. Notwithstanding the foregoing, with respect to exploitations outside of the United States, Skype may sublicense the rights hereunder to certain agents approved, in advance and in writing, by EMI, prior to any

exploitation by any such agent of any right hereunder, it being understood that whether or not to approve any such agent is within EMI's sole and absolute discretion, and any refusal to grant any such approval shall not be deemed a breach of any provision or covenant in this Agreement, either express or implied. EMI may assign its rights or obligations under this Agreement in whole or in part provided any such assignee shall be bound by EMI's obligation hereunder.

19. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all which together shall constitute one and the same instrument.

ACCEPTED AND AGREED:

EMI ENTERTAINMENT WORLD INC.

By:_____

Name:_____

Title:_____

SKYPE COMMUNICATIONS SARL

By:_____

Name: NIKLAS ZENNSTRÖM

Title: President

Master Tone, Subscription Service, and Digital Download Agreement

THIS AGREEMENT (the "Agreement") is made as of April __, 2006 (the "Effective Date"), by and between Skype Communications Sarl, Rue Notre-Dame 15, L-2240 Luxemburg, Luxemburg, and each and every Affiliate (defined below) (individually and collectively, "Skype"), and EMI Entertainment World Inc., 1290 Avenue of the Americas, New York, New York 10104 ("Publisher" or "EMI").

WHEREAS, Skype wishes to offer to paid Subscribers (defined below) a digital music subscription service that offers conditional downloads of Master Recordings (defined below), including Conditional Downloads (defined below) (the "Service");

WHEREAS, Skype wishes also to offer to consumers ringtones and ringbacks embodying Master Recordings, including Master Tones (defined below);

WHEREAS, Skype wishes also to offer to consumers permanent digital downloads of Master Recordings, including Permanent Downloads (defined below); and

WHEREAS, EMI wishes to grant Skype licenses to reproduce and perform EMI Compositions as Conditional Downloads, solely in connection with the Service, and as Master Tones and Permanent Downloads;

NOW THEREFORE, in consideration of the mutual promises set forth herein, the sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions.

(a) An "Affiliate" shall mean any corporation or other entity which directly or indirectly controls, or is controlled by, or is under common control with, Skype Communications Sarl. For purposes of this definition, "control" or "controlled" means ownership, directly or through one or more Affiliates, of fifty percent (50%) or more of the shares of stock entitled to vote for the election of directors, in the case of a corporation, or fifty percent (50%) or more of the equity interest in the case of any other type of legal entity, status as a general partner in any partnership, or any other arrangement whereby a Party controls or has the right to control the Board of Directors or equivalent governing body of a corporation or other entity, or the ability to cause the direction of the management or policies of a corporation or other entity. The parties acknowledge that in the case of certain entities organized under the laws of certain countries, the maximum percentage ownership permitted by law for an investor is less than fifty percent (50%), and that in such case such lower percentage shall be substituted in the preceding sentence, PROVIDED THAT such investor otherwise has the power, directly or indirectly, to direct the management and policies of such entity.

(b) A "Conditional Download" shall mean a digital audio-only file of a Relevant Master Recording that (i) is protected with industry-standard digital rights management ("DRM") encryption that is designed to prevent the creation of a permanent, playable digital audio file, (ii) is distributed to a Subscriber's computer hard drive and timed to expire thirty (30) days from the date of distribution, and (iii) may be transferred by the Subscriber from the computer hard drive to which it was distributed to up to a limited number of DRM-enabled consumer electronics devices owned by such Subscriber, but which shall become unplayable on any such device if the device is not synchronized to the Subscriber's account once a month and/or if the Subscriber's subscription lapses.

(c) An "EMI Composition" shall mean any United States or United Kingdom musical composition (that is, a musical composition written by a writer that is a member of a United States or United Kingdom performing rights society) in which the rights which are the subject of this Agreement are owned or controlled by, or licensed to, EMI, in whole or in part, in the Territory; and which are available, to the extent of EMI's ownership or control thereof, and to the extent of its rights, for the purposes described therein, subject to any explicit restrictions or limitations thereon imposed pursuant to songwriter agreements or otherwise. If a composition ceases to be an "EMI Composition," in whole or in part, for any reason described in this subparagraph after Skype has begun exploiting such composition under the terms hereof, Skype shall, to the extent required by such restriction or limitation, cease further distribution of such composition promptly following receipt of written notice by EMI that such composition is no longer an "EMI Composition," and EMI shall indemnify Skype solely as provided in paragraph 10(b) hereunder. Notwithstanding the foregoing, any failure by EMI to provide the notice described in the preceding sentence shall not constitute a breach of this Agreement by EMI. With respect to any such musical composition which may be owned or controlled by EMI only in part, the term "EMI Composition" shall only refer to that portion of the musical composition controlled by EMI. Skype acknowledges that EMI may, in the normal course of business, and otherwise, lose rights with respect to musical compositions, in which event such compositions may cease to be EMI Compositions hereunder, and EMI shall have no liability to Skype with respect to the unavailability of such musical compositions. Notwithstanding the foregoing, the rights granted to Skype herein shall, to the extent possible under relevant law and contract, extend for the entire Term, and EMI's successor's rights shall be subject to such license, to the full extent allowable under applicable law.

(d) Gross Subscription Revenue" shall mean

REDACTED

(e) A "Master Recording" shall mean an authorized audio-only master sound recording that has previously been distributed by a record label or other distributor, and as to which Skype has obtained a license from such record label or other distributor to exploit as a Master Tone, Conditional Download, and/or Permanent Download, as the case may be.

(f) A "Master Tone" shall mean an audio-only electronic file or code that is created from a segment of a Relevant Master Recording (and, for the avoidance of doubt, that is not a so-called "monophonic" or "polyphonic" ringtone or ringback) and that is transmitted to, and then made resident on, a personal computer or wireless telecommunications device (e.g., a telephone, pager, or Blackberry™), and which will play on such computer or device (i) during the period of time between the initiation of a telephone call using the Skype client and the earlier of (x) termination of the call by the caller, or (y) acceptance of the call by the intended recipient or telecommunications network (e.g., voicemail) (i.e., a so-called "master ringback"); (ii) to announce the reception of an incoming telephone call or other communication or message via the Skype client; (iii) as a "dial tone," or (iv) to alert the caller that the client being called is "busy," that the client being called has "hung up," that the call is "on hold," and/or that a contact is "on line."

(g) A "Permanent Download" shall mean a digital audio-only file of a Relevant Master Recording that (i) is distributed by Skype to the computer hard drive of a consumer who

has purchased the file, whereupon it may be played by that consumer any number of times and permanently retained; and (ii) is protected with industry-standard digital rights management ("DRM") encryption that is designed to prevent the further, viral distribution of the file (e.g., on a peer-to-peer network).

(h) A "Relevant Master Recording" shall mean a Master Recording that embodies one or more EMI Compositions.

(i) The "Service" shall mean Skype's music subscription service through which Conditional Downloads are offered to paid Subscribers, as currently configured and marketed.

(j) A "Subscriber" shall mean any person who maintains a valid credit card (or other valid method of paying for the Service, e.g., an online payment account with a service such as PayPal or Billpoint), and has paid the monthly fee for the Service.

2. **Grant of Rights.** EMI hereby grants to Skype a non-exclusive, non-assignable, non-transferable, royalty-bearing limited right and license, solely during the Term and in the Territory:

(a) to reproduce, distribute, and publicly perform EMI Compositions on the Approved Compositions List (defined in paragraph 5 below) embodied in Relevant Master Recordings as Conditional Downloads, solely in connection with the Service;

(b) to reproduce, distribute, and publicly perform EMI Compositions on the Approved Compositions List embodied in Relevant Master Recordings as Master Tones;

(c) to reproduce, distribute, and publicly perform EMI Compositions on the Approved Compositions List embodied in Relevant Master Recordings as Permanent Downloads; and

(d) to reproduce, distribute, and publicly perform excerpts of up to thirty (30) seconds in length of any Conditional Download, Master Tone or Permanent Download solely to promote or encourage the purchase of such Conditional Download, Master Tone or Permanent Download (each, a "Promo Sample"), provided that such Promo Sample is protected with industry-standard digital rights management ("DRM") encryption that is designed to prevent the creation of a permanent, playable digital audio file and/or a permanent Master Tone or other ringtone or ringback.

3. **Term.** The term (the "Term") is two (2) years, commencing on the date of execution of this Agreement.

4. **Territory.** The territory (the "Territory") is the World. For the avoidance of doubt, EMI is hereby licensing only U.S. and U.K. repertoire, for worldwide exploitation by Skype in accordance with the terms herein.

5. **Licensing Methodology.** The rights granted hereunder shall apply solely to EMI Compositions included on the Approved Compositions List (defined below). The "Approved Compositions List" shall mean the list of the EMI Compositions that EMI has cleared for exploitation as, respectively, Conditional Downloads, Master Tones, and Permanent Downloads, in accordance with the terms of this Agreement. The most current version of the

Approved Compositions List as of the Effective Date is annexed hereto as Schedule A. Skype shall, from time to time, provide EMI with written notice of additional EMI Compositions it desires to add to the Approved Compositions List, and the same shall be so added if, in EMI's sole but reasonable discretion, all relevant approvals have been obtained. For the avoidance of doubt, neither Skype nor anyone acting on Skype's behalf shall exploit any EMI Composition that is not on the Approved Compositions List. Also for the avoidance of doubt, if a composition ceases to be an "EMI Composition" for any reason after Skype has begun exploiting such EMI Composition in accordance with the terms of this Agreement, Skype shall cease further distribution of such EMI Composition promptly following receipt of written notice by EMI, given in accordance with paragraph 10 hereunder, that such composition is no longer an "EMI Composition" (a "Take Down Notification") The indemnities described in subparagraphs 11(a) and 11(b) shall apply only with respect to Skype's exploitation, in accordance with the terms of this Agreement, of compositions that are on the Approved Compositions List, and such indemnities shall not apply to any exploitation by Skype of a composition after receipt of a Take Down Notification with respect to that composition.

6. **Royalties.**

(a) **Conditional Download Subscription Service Royalties.**

REDACTED

REDACTED

REDACTED

(b) **Master Tone Royalties.**

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

(d) General Provisions

(i) Notwithstanding anything in this paragraph 6 to the contrary, in consideration for certain promotional services in connection with the Service that Skype shall, where and as mutually agreed upon by the parties, render to EMI from time to time during the Term, EMI agrees to waive its right to receive the Conditional Download Fixation Fee, Master Tone Fixation Fee, and Permanent Download Fixation Fee (each defined above), as well as its right to receive any public performance royalties in connection with the distribution by Skype of Permanent Downloads during the Term.

(ii) Other than as specifically provided for in the calculation of Effective Retail Price, Skype shall not make any deductions, discounts, allocations, or reductions that in any way diminish the Retail Price, the Retail Selling Price, the Effective Retail Price, Gross Subscription Revenue, or any amount paid or payable to EMI hereunder. Furthermore, notwithstanding anything herein, Skype shall not benefit in any way, that does not also result in an appropriate financial benefit to EMI, by any deductions, discounts, allocations, or reductions that in any way diminish the Retail Price, the Retail Selling Price, the Effective Retail Price, Gross Subscription Revenue, or any amount paid or payable to EMI hereunder.

For the avoidance of doubt, Skype may not unfairly diminish the value of the Service and/or Gross Subscription Revenue, e.g., by reducing the price or value of the Service so as to make it a "loss leader" to encourage the purchase of other products or services, or by bundling it with another product or service and increasing the price or value of the bundled product, while reducing the price or value of the Service.

(iii) The exploitation under this Agreement of any EMI Composition that takes place in a foreign (non-U.S.) country shall be deemed an exploitation in that foreign country, and EMI shall collect the applicable royalty described in this paragraph 6 on behalf of its foreign affiliate. For clarity, all payments shall be made to EMI at the address first listed above, without deduction or withholding of any kind.

(iv) EMI agrees to waive its right to receive a royalty with respect to the reproduction and distribution of Promo Samples (as defined above).

(v) EMI shall be responsible for paying the appropriate portions of any royalties paid to EMI hereunder to songwriters and composers of EMI Compositions.

7. **Accounting/Audit.**

(a) Within thirty (30) days after the end of each applicable Quarterly Accounting Period, Skype shall pay to EMI all royalties applicable for that period, and shall account to EMI in a manner such that EMI may pay its writers, including by providing electronic statements indicating:

(i) with respect to Conditional Downloads, (x) the particular Conditional Downloads distributed to each Subscriber (listed by territory) during the quarter, (y) the number of months during the quarter that each such Conditional Download was retained by such Subscriber in the manner described in paragraph 1(b) and 6(a) herein, (z) the calculations of Gross Subscription Revenue and the Subscription Service Content Revenue Pool;

(ii) with respect to Master Tones, (x) the particular Master Tones distributed to each customer (listed by territory) during the quarter, (y) the Retail Price or Effective Retail Price, as the case may be, for each such Master Tone, and (z) the calculation of the Master Tone Content Revenue Pool; and

(iii) with respect to Permanent Downloads, (x) the particular Permanent Downloads distributed to each customer (listed by territory) during the quarter, and (y) the Retail Selling Price for each such Permanent Download.

The first payment and quarterly accounting statement(s) shall include payment and an accounting for any exploitation(s) licensed hereunder occurring prior to January 1, 2006.

(b) In order to enable EMI to be satisfied that it is being accounted to on an accurate and timely basis (including by verifying that the calculations of Effective Retail Price (if and where applicable), Gross Subscription Revenue, Subscription Service Content Revenue Pool, and Master Tone Content Revenue Pool are correct), EMI shall have the right to appoint a certified accountant to audit and examine the books and records of Skype with respect to (i) all exploitations covered by this Agreement, and (ii) the calculation of Effective Retail Price (if and where applicable), Gross Subscription Revenue, Subscription Service Content Revenue Pool, and Master Tone Content Revenue Pool; and to make copies and extracts thereof. EMI may

conduct no more than one audit in any given calendar year. Such audit shall be conducted during normal business hours upon reasonable notice. Skype shall cooperate with such certified accountant to assist such accountant in conducting such audit. To the extent any material contains information subject to a confidentiality agreement between Skype and a third-party, Skype shall provide such material solely to an independent accountant (the identity of which EMI shall notify Skype, in writing, prior to an audit) (collectively, "Confidential Third Party Information"). EMI acknowledges the confidential nature of the terms and conditions contained in such Confidential Information and agrees neither it, nor its accountant, shall disclose Confidential Information to any other person, or use any Confidential Information for any purpose other than as contemplated hereby, without the prior written consent of Skype. EMI shall pay the costs of such audit unless it reveals an underpayment of five percent or more of any payment obligations in which case Skype shall bear the reasonable costs of such audit.

8. Limitations on Grant of Rights.

(a) The rights granted hereunder are limited solely to EMI Compositions as embodied in and solely in conjunction with Master Recordings. This agreement grants no right to synchronize or make any audio-visual use of any EMI Composition, or to exploit any EMI Composition as telecommunication personalization product other than a Master Tone. This agreement grants no right to exploit any EMI Composition on or as a physical product (by way of example only, on an optical disc, such as a CD or DVD).

(b) No rights are granted hereunder to make any use(s) of EMI Compositions in any video, electronic or interactive entertainment game(s), including, without limitation, any console game, arcade game, wireless game, embedded video game, online game, or software game.

(c) No print rights are granted hereunder, nor are any rights granted hereunder to make any karaoke use(s) of EMI Compositions.

(d) This Agreement does not authorize or permit any use of any EMI Composition not expressly set forth herein, and no implied licenses are granted herein. EMI reserves all rights not specifically granted hereunder. Without limiting the foregoing, this Agreement does not include the rights to reproduce, distribute, synchronize, perform, use or exploit an EMI Composition in any digital media format not specifically provided herein, on or in any broadcast or cablecast service, or, except as provided herein, on or in any on-line service (whether viewable in real time or downloadable), interactive program, platform, media or storage device other than as provided herein.

(e) This Agreement does not include the right to alter the fundamental character of the music or lyrics of any EMI Composition in any way (other than technical formatting changes), to excerpt or use only a portion of any EMI Composition (except in the manner expressly permitted in paragraph 2(d) above), or to create any derivative work based in whole or in part on an EMI Composition.

(f) This Agreement does not include the right to, and Skype may not, use any EMI Composition in a manner that would imply an endorsement of a product or service, and may not give away or use any EMI Composition (or any of the products or services described herein) to promote a product or service.

9. Consulting. From time to time during the Term, where and as mutually agreed upon by the parties, EMI shall act as a music consultant to Skype with respect to the Service. Notwithstanding the foregoing, neither a failure of EMI to act as a music consultant, nor a failure of Skype to request consulting services from EMI, shall constitute a breach of this Agreement.

10. Notices. Any notices, consent, approval, demand, or other communication to be given to EMI or to Skype shall be sent to EMI or Skype, as the case may be, at the address mentioned in this paragraph 10 below, or to such other address as the party may hereafter designate by notice in writing to the other party or to a Service. All notices, consents, approvals, demands, other communications and payments hereunder shall be hand delivered or sent by certified mail, return receipt requested, as follows:

To EMI:
EMI Music Publishing
1290 Avenue of the Americas
New York, New York 10104
Attention: Senior Vice President, Business and Legal Affairs

With a courtesy copy to:
Proskauer Rose LLP
1585 Broadway
New York, New York 10036
Attention: Frank P. Scibilia

To Skype:
Skype Communications Sarl
Rue Notre-Dame 15
L-2240 Luxemburg, Luxemburg
Fax: + 44 (0) 20 7734 9060
Attention: Pia Ikkala / General Counsel

Any notice shall be deemed complete when the same (containing whatever information may be required hereunder) is deposited in any mail box properly addressed and sent as aforesaid, except that (a) all materials personally delivered shall be deemed served when actually received by the party to whom addressed, (b) air express materials shall be deemed served on the day of delivery to the air express company, (c) notices of change of address shall be effective only from the date of receipt, and (d) royalty statements may be sent by regular mail and shall be deemed rendered when actually received by EMI.

11. Indemnification; Warranties.

(a) EMI agrees to defend, indemnify, and hold Skype harmless from any and all claims, by or from any society to which EMI has granted the rights described herein in any applicable territory, relating to the exploitation by Skype of EMI Compositions on the Approved Compositions List in accordance with the terms of this Agreement. Notwithstanding the foregoing, the indemnity described in this subparagraph shall apply only with respect to Skype's exploitation, in accordance with the terms of this Agreement, of compositions that are on the Approved Compositions List, and such indemnity shall not apply to (i) any exploitation by Skype of a composition after the shortest commercially reasonable period necessary to "take down" or otherwise cease further distribution of such composition following receipt of a Take Down Notification (defined in paragraph 5 above) with respect to that composition, provided however that such period shall in no event exceed forty-eight (48) hours or (ii) any exploitation by Skype of EMI Compositions in a particular part of the Territory after the shortest commercially

reasonable period necessary to "take down" or otherwise cease further distribution of such composition, provided however that such period shall in no event exceed forty-eight (48) hours as to which (x) Skype has received written notice from EMI that a society or other third-party is the appropriate licensor, in that particular part of the Territory, of all or certain of the rights described herein, or (y) Skype has provided notice to EMI that a society or other third-party has claimed or asserted, whether orally or in writing, that it is the appropriate licensor, in that particular part of the Territory, of all or certain of the rights described herein, it being understood that Skype shall provide notice to EMI of any such claim or assertion immediately upon reciept by Skype.

(b) In the event that a particular composition that is on the Approved Compositions List is or becomes subject to a restriction or limitation in a songwriter agreement or otherwise that precludes such composition from being an EMI Composition subject to exploitation in any manner provided hereunder, Skype shall, to the extent required by such restriction or limitation, cease further distribution of such composition promptly following receipt of a Take Down Notification from EMI, and EMI shall indemnify Skype (and its affiliates and their respective directors, officers, employees, agents and representatives) from any loss, liability, damage, award, settlement, judgment, fee, cost, or expense arising out of or relating to any claim made by any songwriter relating to the exploitation by Skype of such composition, in the manner or to the extent prohibited by any applicable restriction or limitation, prior to Skype having received such Take Down Notification (and during the shortest commercially reasonable period necessary to implement thereafter a "take down" or otherwise cease further distribution of such composition, provided however that such period shall in no event exceed forty-eight (48) hours).

(c) EMI shall indemnify and hold Skype and its affiliates and their respective directors, officers, employees, agents and representatives from any loss, liability, damage, award, settlement, judgement, fee, cost or expenses (including reasonable attorney fees and costs of suit arising out or relating to any third party claim, allegation, action, demand, proceeding or suit that arises out of or relates to EMI's breach of its warranties or representations hereunder. For the avoidance of doubt, the indemnification described in this paragraph shall not apply to any claim, or any loss, liability, damage, award, settlement, judgment, fee, cost, or expense arising out of or relating to any claim, described in subparagraph 11(a) or 11(b) above, and Skype's sole remedy with respect thereto is as set forth in subparagraph 11(a) or 11(b) above.

(d) Skype shall indemnify and hold EMI and its affiliates and their respective directors, officers, employees, agents and representatives from any loss, liability, damage, award, settlement, judgement, fee, cost or expenses (including reasonable attorney fees and costs of suit arising out or relating to any third party claim, allegation, action, demand, proceeding or suit that arises out of or relates to Skype's breach of its warranties or representations hereunder.

(e) EMI warrants, represents, covenants and agrees that EMI has the right, authority and capacity to enter into and fully perform this Agreement, and that the individual executing this Agreement on behalf of EMI is duly authorized to execute the same on behalf of EMI.

(f) Skype warrants, represents, covenants and agrees that Skype has the right, authority and capacity to enter into and fully perform this Agreement, and that the

individual executing this Agreement on behalf of Skype is duly authorized to execute the same on behalf of Skype.

12. Ownership. Skype shall not at any time, directly or indirectly, license, transfer, assign, sell or otherwise dispose of, pledge, mortgage or in any way encumber any EMI Composition or any interest of any kind therein, and/or any right or license granted hereunder, other than as provided herein, and any such purported license, transfer, assignment, sale, disposal, pledge, mortgage or encumbrance shall be void and of no effect.

13. No Partnership. Nothing herein contained shall create any association, partnership, joint venture or relationship of principal and agent between the parties hereto, except as specifically provided for herein; it being understood that the parties hereto are, with respect to each other, independent contractors, and neither party shall have any authority to bind the other or the other's representatives in any way and shall not hold itself out to any person or entity as having authority.

14. Integration; Amendment. This Agreement sets forth the entire agreement between the parties and supersedes all previous oral or written agreements, understandings, representations and warranties, and courses of conduct and dealing between the parties with respect to the subject matter hereof. This Agreement may be amended or modified only by a writing duly executed by each of the parties.

15. Severability. If any term of this Agreement is held to be invalid or unenforceable, such holding will not effect the validity or enforceability of any other term hereto, and this Agreement will be interpreted and construed as if such term, to the extent the same will have been held to be invalid or unenforceable, had never been contained herein.

16. Governing Law. THIS AGREEMENT HAS BEEN ENTERED INTO IN THE STATE OF NEW YORK, AND THE VALIDITY, INTERPRETATION AND LEGAL EFFECT OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS ENTERED INTO AND PERFORMED ENTIRELY WITHIN THE STATE OF NEW YORK (WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES UNDER NEW YORK LAW). THE NEW YORK COURTS (STATE AND FEDERAL) SHALL HAVE SOLE JURISDICTION OF ANY CONTROVERSIES REGARDING THIS AGREEMENT; ANY ACTION OR OTHER PROCEEDING WHICH INVOLVES SUCH A CONTROVERSY SHALL BE BROUGHT IN THOSE COURTS IN NEW YORK COUNTY AND NOT ELSEWHERE. THE PARTIES WAIVE ANY AND ALL OBJECTIONS TO VENUE IN THOSE COURTS AND HEREBY SUBMIT TO THE JURISDICTION OF THOSE COURTS.

17. Sophisticated Parties; Independent Counsel. The parties hereto are sophisticated and have had the opportunity to be represented by independent counsel throughout the negotiation and execution of this Agreement. As a consequence, no presumption of any law or rule relating to the interpretation of contracts against the drafter of any particular provision should be applied in this case, and the parties hereby waive their effects.

18. Assignment; Change of Control. This Agreement, and the rights, opportunities and obligations created pursuant to this Agreement, are not assignable, delegable, transferable, or sublicensable in any manner, in whole or in part, by Skype. Notwithstanding the foregoing, with respect to exploitations outside of the United States, Skype may sublicense the rights hereunder to certain agents approved, in advance and in writing, by EMI, prior to any

exploitation by any such agent of any right hereunder, it being understood that whether or not to approve any such agent is within EMI's sole and absolute discretion, and any refusal to grant any such approval shall not be deemed a breach of any provision or covenant in this Agreement, either express or implied. EMI may assign its rights or obligations under this Agreement in whole or in part provided any such assignee shall be bound by EMI's obligation hereunder.

19. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all which together shall constitute one and the same instrument.

ACCEPTED AND AGREED:

EMI ENTERTAINMENT WORLD INC.

By: _____

Name: General Counsel Worldwide

Title: Clare Miller

SKYPE COMMUNICATIONS SARL

By: _____

Name: RAJIV DUTTA

Title: President

EXHIBIT CO 0223

DIGITAL MUSIC SUBSCRIPTION SERVICE AGREEMENT

This Digital Music Subscription Service Agreement ("**Agreement**") is entered into as of April 1, 2006 (the "**Effective Date**") by and between Mohen, Inc. d/b/a Spiral Frog, a Delaware corporation with an office at 95 Morton Street, New York, New York 10014, and each and every Affiliate (individually and collectively, "**Licensee**"), and EMI Entertainment World Inc., a Delaware corporation with an office at 1290 Avenue of the Americas, New York, New York 10104 ("**EMI**").

WHEREAS, Licensee desires to offer to Users (as defined below), solely via its digital music service (the "**Service**", defined and described more fully below and in the annexed Schedule A), Limited Downloads and On-Demand Streams (as such terms are defined below) embodying Master Recordings (as defined below), including Relevant Master Recordings (as defined below); and

WHEREAS, Licensee desires to offer to Users, solely via the Service, Limited Video Downloads and On-Demand Video Streams (as such terms are defined below) embodying A/V Master Recordings (as defined below), including Relevant A/V Master Recordings (as defined below); and

WHEREAS, Licensee desires to also offer to Users, solely via the Service, a Lyric Search Service (as defined below) and Lyric Displays (as defined below) embodying Lyric Files (as defined below), including Relevant Lyric Files (as defined below); and

WHEREAS, in connection with the operation of the Service, Licensee seeks licenses from EMI to reproduce and distribute the EMI Compositions as embodied in Limited Downloads and On-Demand Streams, and to reproduce and display the Lyrics of the EMI Compositions in connection with the Lyric Search Service and as embodied in Lyric Displays, and EMI is prepared to issue such licenses to Licensee solely in accordance with the terms and conditions set forth herein, and solely for the purposes described herein;

NOW, THEREFORE, in consideration of the promises contained in this Agreement and for other good and valuable consideration, the adequacy and sufficiency of which each party hereby acknowledges the parties agree as follows:

1. **Definitions.** For purposes of this Agreement, the following terms shall have the following meanings:

1.1 "**Advertising Revenue**" shall mean

REDACTED

1.2 An "**Affiliate**" shall mean any corporation or other entity which directly or indirectly controls, or is controlled by, or is under common control with, Mohen, Inc. For

purposes of this definition, "control" or "controlled" means ownership, directly or through one or more Affiliates, of fifty percent (50%) or more of the shares of stock entitled to vote for the election of directors, in the case of a corporation, or fifty percent (50%) or more of the equity interest in the case of any other type of legal entity, status as a general partner in any partnership, or any other arrangement whereby any entity controls or has the right to control the Board of Directors or equivalent governing body of a corporation or other entity, or the ability to cause the direction of the management or policies of a corporation or other entity. The parties to this Agreement acknowledge that in the case of certain entities organized under the laws of certain countries, the maximum percentage ownership permitted by law for an investor is less than fifty percent (50%), and that in such case such lower percentage shall be substituted in the preceding sentence, PROVIDED THAT such investor otherwise has the power, directly or indirectly, to direct the management and policies of such entity.

1.3 An **"A/V Master Recording"** shall mean a music video licensed (or otherwise supplied) by a Major Record Label to promote a Master Recording and that embodies such Master Recording.

1.4 A **"Composition"** shall mean a copyrighted, non-dramatic musical composition. For the avoidance of doubt, Compositions shall not include sound recordings of musical compositions.

1.5 A **"Covered Device"** shall mean (a) a Personal Computer located in the Territory that supports DRM and is able to receive Digital Files and display Lyric Files via the Internet or (b) a Portable Digital Music Device that supports DRM and is able to receive Digital Files and display Lyric Files via a Personal Computer; provided, however, that each User shall only be authorized to access Limited Downloads, On-Demand Streams, Limited Video Downloads, On-Demand Video Streams and Lyric Displays through the Service on, and for each User Covered Devices shall only include, the lesser of either (x) three (3) Personal Computers and two (2) Portable Digital Music Devices or (y) the least amount of Personal Computers or Portable Digital Music Devices, as applicable, permitted by any licensor with respect to a User's access to sound recordings in connection with the Service. Notwithstanding the foregoing, in all events, the Service shall limit the number of Portable Digital Music Devices allowed to receive Digital Files and display Lyric Files to two.

1.6 A **"Digital File"** shall mean a single digital copy of a Master Recording or A/V Master Recording, as the case may be.

1.7 **"DRM"** shall mean digital rights management technology that imposes effective, secured controls over the use of a Composition (and/or the Lyrics of a Composition, as the case may be) and any Master Recordings embodying such Composition consistent with industry best practices, and shall include without limitation the Security Systems set forth in paragraph 10.1 hereof.

1.8 **"eCommerce Referral Revenue"** shall mean:

REDACTED

1.9 An **"EMI-Authorized Record Label"** shall mean a record label that is, at the time Licensee seeks a license to reproduce and distribute Relevant A/V Master Recordings embodied in Digital Files as Limited Video Downloads and/or On-Demand Video Streams, authorized by EMI, pursuant to a New Digital Media Agreement with EMI, to act as EMI's agent for the purpose of issuing such a license.

1.10 An **"EMI Composition"** shall mean a musical composition in which the rights which are the subject of this Agreement are owned or controlled by, or licensed to, EMI, in whole or in part, in the Territory, and which are available, to the extent of EMI's ownership or control thereof, and to the extent of its rights, for the purposes described herein, subject to any restrictions or limitations thereon imposed pursuant to songwriter agreements or otherwise. With respect to any such musical composition which may be owned or controlled by EMI only in part, the term "EMI Composition" shall only refer to that portion of the musical composition controlled by EMI. Licensee acknowledges that EMI may, in the normal course of business, and otherwise, lose rights with respect to musical compositions, in which event such compositions may cease to be EMI Compositions hereunder, and EMI shall have no liability to Licensee with respect to the unavailability of such musical compositions.

1.11 **"Gross Lyrics Revenue"** shall mean

REDACTED

1.12 **"Gross Music Video Revenue"** shall mean

REDACTED

1.13 **"Gross Revenue"** shall mean

REDACTED

1.14 **"Licensee"** shall mean, individually and collectively, Mohen, Inc. and each of its Affiliates.

1.15 A **"Limited Download"** shall mean an encrypted digital transmission of a time-limited or other use-limited download of a Digital File embodying a Master Recording, which is delivered via the Service from a Secured Server(s) to the Covered Device of a User in

accordance with the terms and conditions of such User's agreement with Licensee and is only available to such User through such Covered Device for a limited period of time in accordance with the terms of this Agreement.

1.16 A **"Limited Video Download"** shall mean an encrypted digital transmission of a time-limited or other use-limited download of a Digital File embodying an A/V Master Recording, which is delivered via the Service from a Secured Server(s) to the Covered Device of a User in accordance with the terms and conditions of such User's agreement with Licensee and is only available to such User through such Covered Device for a limited period of time in accordance with the terms of this Agreement. All Limited Video Downloads shall appear with an easy interface to purchase a permanent copy of the A/V Master Recording embodied therein in digital or physical format, through the use of a "Buy Button" or other similar device. For the avoidance of doubt, it is understood and agreed that no rights are granted herein by EMI with respect to the exploitation of any EMI Compositions in Limited Video Downloads, and that Licensee will be obtaining from EMI-Authorized Record Labels, acting as EMI's agents, licenses to reproduce and distribute Relevant A/V Master Recordings embodied in Digital Files as Limited Video Downloads. With respect to the exploitation by Licensee of any Limited Video Downloads that embody Relevant A/V Master Recordings as to which Licensee cannot obtain a license from an EMI-Authorized Record Label acting as EMI's agent to issue licenses pursuant to a New Digital Media Agreement, Licensee and EMI will negotiate in good faith the terms of a license to exploit EMI Compositions in Limited Video Downloads embodying such Relevant A/V Master Recordings.

1.17 **"Lyrics"** shall mean the words of a Composition, generally composed of verse and chorus.

1.18 A **"Lyric Display"** shall mean a display of a Lyric File via the Service to a User's Covered Device, solely for display on such Covered Device as a single, static image of the entirety of the Lyrics embodied therein, in a separate browser window (without downloading). For the avoidance of doubt, and without limiting the foregoing, Lyrics may not be synchronized with any sound recording, and no "bouncing ball" or other karaoke or similar use is permitted hereunder. In addition, and without limiting the foregoing, in connection with transmitting Lyric Displays, Licensee shall disable all "print", "copy", "paste", "cut", "view source", and "save as" functionalities, and any "right click" functionalities, that might otherwise be available to a User viewing a Lyric Display, including through any web browser or other application used to access or view Lyric Files. This requirement shall also include, to the extent possible, disabling any "print screen" functionality that may be available as part of applicable operating system(s) through which the User may access the Service and Lyric Displays. Wherever commercially possible, Licensee shall create other possibilities of a referral or "buy button" to allow the User to purchase an authorized copy of the Lyrics.

1.19 **"Lyric Advertising Revenue"** shall mean

REDACTED

1.20 A **"Lyric File"** shall mean a digital file embodying the complete Lyrics of a particular Composition, which Lyrics have been rendered into text and electronically stored.

1.21 The **"Lyric Search Service"** shall mean a service operated by Licensee as part of the Service that will permit Users to use keyword inquiries to search for Lyrics in a database of Lyric Files created by Licensee, and to display the results of such searches as Lyric Displays.

1.22 A **"Major Record Label"** shall mean any record label owned or co-owned by SonyBMG Music Entertainment, UMG Recordings, Inc., Warner Music, Inc., or EMI Music North America.

1.23 A **"Master Recording"** shall mean a complete, authorized, audio-only master sound recording that is or was distributed by any record label and that is licensed to Licensee for exploitation by Licensee via the Service.

1.24 **"Music-Related eCommerce Referral Revenue"** shall mean

REDACTED

1.25 **"Music Video Advertising Revenue"** shall mean:

REDACTED

1.26 **"Non-Music Related Advertising Revenue"** shall mean

REDACTED

1.27 An **"On-Demand Stream"** shall mean an encrypted digital transmission of a Digital File of a Master Recording from Secured Servers via the Service that allows a User to receive and listen to the particular Master Recording upon request at a time chosen by the User using streaming technology (including, without limitation, via Real Networks' RealAudio or Microsoft's Windows Media Audio formats) through the User's Covered Device, which transmission is (a) configured by the provider of the Service such that the transmission will not result in a substantially complete reproduction of such Master Recording other than a copy used solely for caching or buffering and (b) either contemporaneous or substantially contemporaneous with the play of the Master Recording embodied therein.

1.28 An **"On-Demand Video Stream"** shall mean an encrypted digital transmission of a Digital File embodying an A/V Master Recording from Secured Servers via the Service that allows a User to receive and listen to the particular A/V Master Recording upon request at a time chosen by the User using streaming technology (including, without limitation, via Real Networks' RealAudio or Microsoft's Windows Media Audio formats) through the User's Covered Device, which transmission is (a) configured by the provider of the Service such that the transmission will not result in a substantially complete reproduction of such A/V Master Recording other than a copy used solely for caching or buffering and (b) either contemporaneous or substantially contemporaneous with the play of the A/V Master Recording embodied therein. All On-Demand Video Streams shall appear with an easy interface to purchase a permanent copy of the A/V Master Recording embodied therein in digital or physical format, through the use of a "Buy Button" or other similar device. For the avoidance of doubt, it is understood and agreed that no rights are granted herein by EMI with respect to the exploitation of any EMI Compositions in On-Demand Video Streams, and that Licensee will be obtaining from EMI-Authorized Record Labels, acting as EMI's agents, licenses to reproduce and distribute Relevant A/V Master Recordings embodied in Digital Files as On-Demand Video Streams. With respect to the exploitation by Licensee of any On-Demand Video Streams that embody Relevant A/V Master Recordings as to which Licensee cannot obtain a license from an EMI-Authorized Record Label acting as EMI's agent to issue licenses pursuant to a New Digital Media Agreement, Licensee and EMI will negotiate in good faith the terms of a license to exploit EMI Compositions in On-Demand Video Streams embodying such Relevant A/V Master Recordings.

1.29 A **"Personal Computer"** shall mean an Internet Protocol (IP)-enabled desktop or notebook computer.

1.30 A **"Portable Digital Music Device"** shall mean a portable digital music device (including mobile devices that may also operate on a wireless communications network regulated by the U.S. Federal Communications Commission) that is used for the storage and play/playback of digital music files (*i.e.*, music files encoded in MP3, AAC, WMA or similar audio format).

1.31 A **"Relevant A/V Master Recording"** shall mean an A/V Master Recording that embodies a Relevant Master Recording.

1.32 A **"Relevant Lyric File"** shall mean a Lyric File embodying the complete Lyrics of an EMI Composition.

1.33 A **"Relevant Master Recording"** shall mean a Master Recording that embodies a complete EMI Composition.

1.34 A **"Secured Server"** shall mean a secured server that is (a) located in the Territory, (b) owned and operated by Licensee and (c) continuously protected by means of (i) physical security that meets or exceeds the prevailing physical security best practices in the industry and (ii) firewall and other digital security technology that meets or exceeds the prevailing digital security technology best practices in the industry.

1.35 **"Security Systems"** shall have the meaning set forth in paragraph 11.1 hereof.

1.36 The **"Service"** shall mean the online service owned and operated by Licensee, as described more fully in Exhibit A hereto (hereby incorporated herein by this reference), which

offers to Users Limited Downloads, On-Demand Streams, Limited Video Downloads, On-Demand Video Streams and/or Lyric Displays that are transmitted from Secured Servers to the Covered Devices of Users in accordance with the terms and conditions of this Agreement. The Service shall also include and incorporate the Lyric Search Service. While EMI acknowledges that the Service may also distribute or provide content or products other than the products referenced in the preceding two sentences (e.g., it may also distribute or provide film clips other than A/V Master Recordings, or video games), no rights are granted herein or hereby to exploit any EMI Compositions via the Service in any manner, or embodied in any content, product, or audiovisual work, other than as embodied in Limited Downloads, On-Demand Streams and/or Lyric Displays, and other than to provide the Lyric Search Service. Moreover, and for the avoidance of doubt, it is understood and agreed that no rights are granted herein by EMI with respect to the exploitation of any EMI Compositions in Limited Video Downloads or On-Demand Video Streams, and that Licensee will be obtaining from EMI-Authorized Record Labels, acting as EMI's agents, licenses to reproduce and distribute Relevant A/V Master Recordings embodied in Digital Files as Limited Video Downloads and/or On-Demand Video Streams. With respect to the exploitation by Licensee of any Limited Video Downloads and/or On-Demand Video Streams that embody Relevant A/V Master Recordings as to which Licensee cannot obtain a license from an EMI-Authorized Record Label acting as EMI's agent to issue licenses pursuant to a New Digital Media Agreement, Licensee and EMI will negotiate in good faith the terms of a license to exploit EMI Compositions in Limited Video Downloads and/or On-Demand Video Streams embodying such Relevant A/V Master Recordings.

1.37 A "**User**" shall mean any individual who resides within the Territory who (a) is a registered user of the Service in good standing and (b) is authorized by Licensee to access Limited Downloads, On-Demand Streams, Limited Video Downloads, On-Demand Video Streams and Lyric Displays via the Service, and to use the Lyric Search Service, in all cases solely for personal, non-commercial use.

1.38 "**Term**" shall have the meaning set forth in paragraph 9 hereof.

1.39 The "**Territory**" shall mean (a) the United States for all audio uses (i.e., Limited Downloads and On-Demand Streams embodying Relevant Master Recordings), and (b) the World for the Lyric Search Service and Lyric Displays, except that, with respect to the Lyric Search Service and Lyric Displays, EMI is licensing only Anglo-U.S. repertoire for worldwide exploitation by Licensee in accordance with the terms herein.

2. **Grant of Rights.** Subject to the terms and conditions of this Agreement, EMI hereby grants to Licensee the nonexclusive, non-transferable, non-sub licensable license, solely during the Term and solely within the Territory, and solely in accordance with the terms and conditions set forth in this Agreement to:

(a) reproduce Relevant Master Recordings as Digital Files on Secured Servers;

(b) reproduce and distribute Relevant Master Recordings embodied in Digital Files as Limited Downloads and On-Demand Streams;

(c) reproduce Relevant Lyric Files in a searchable database of Lyric Files on Secured Servers, solely in connection with the Lyric Search Service;

(d) permit Users to use keyword inquiries to search for Relevant Lyric Files in such searchable database of Lyric Files on Secured Servers, solely in connection with the Lyric Search Service; and

(e) reproduce and distribute Relevant Lyric Files as Lyric Displays (collectively, the "**Licenses**").

3. **Limitations on Grant of Rights.**

3.1 The Licenses issued hereunder are strictly limited to the use of EMI Compositions or the Lyrics of EMI Compositions, as the case may be, in the manner expressly set forth in the Agreement. Any and all other rights held by EMI that are not specifically covered hereunder are reserved by EMI (and all other rights held by third parties are expressly excluded from the Licenses), including, without limitation:

(a) any right of public performance;

(b) any copyrights or other rights in sound recordings, including any sound recordings embodied in any Digital File;

(c) any digital video rights, including the right to offer, sell, reproduce, display, transmit, distribute or otherwise exploit any EMI Compositions in Limited Video Downloads or On-Demand Video Streams (it being understood that Licensee will be obtaining from EMI-Authorized Record Labels, acting as EMI's agents, licenses to reproduce and distribute Relevant A/V Master Recordings embodied in Digital Files as Limited Video Downloads and/or On-Demand Video Streams, and it being further understood that, with respect to the exploitation by Licensee of any Limited Video Downloads and/or On-Demand Video Streams that embody Relevant A/V Master Recordings as to which Licensee cannot obtain a license from an EMI-Authorized Record Label acting as EMI's agent to issue licenses pursuant to a New Digital Media Agreement, Licensee and EMI will negotiate in good faith the terms of a license to exploit EMI Compositions in Limited Video Downloads and/or On-Demand Video Streams embodying such Relevant A/V Master Recordings);

(d) any print, display or karaoke rights (other than the limited rights specifically granted herein in connection with the Lyric Search Service);

(e) any right to use, exploit, or permit the use of exploitation of any EMI Composition or the Lyrics of any EMI Composition in a video game;

(f) any right to use, exploit, or permit the use of exploitation of any EMI Composition or the Lyrics of any EMI Composition as a ringtone, ringback tone, or other so-called "telecommunication personalization product";

(g) any adaptation (derivative work) rights or right to alter the fundamental character of an EMI Composition or the Lyrics of an EMI Composition, to excerpt or use only a portion of any EMI Composition (other then solely the Lyrics of EMI Compositions, to the extent permitted herein) or a portion of the Lyrics of any EMI Composition, or to create any derivative work based in whole or in part on an EMI Composition or the Lyrics of an EMI Composition;

(h) any merchandising rights;

(i) any use of an EMI Composition or the Lyrics of an EMI Composition for a marketing campaign, product tie-in, game or contest, or otherwise to advertise, promote or cross-promote any product or service;

(j) any right to permit downloads of Relevant Master Recordings or Relevant A/V Master Recordings (or Digital Files embodying the same), or Relevant Lyric Files, on a permanent basis (including any right to make any permanent digital phonorecord delivery);

(k) any use of the title of an EMI Composition, or the name or likeness of any writer or publisher of an EMI Composition, except solely as necessary to identify the EMI Composition to Users as part of (and not to promote) the Service or as otherwise required hereunder.

3.2 Notwithstanding anything in this Agreement to the contrary, ownership and control of any EMI Composition embodied in any Digital File shall remain with EMI, and neither Licensee nor any User or other third party shall obtain any ownership rights in any work derived from or that makes use of the EMI Composition, including, without limitation, Digital Files.

3.3 Notwithstanding anything in this Agreement to the contrary, any and all uses of Compositions by Licensee or any User (apart from use of EMI Compositions as part of authorized Digital Files embodying Relevant Master Recordings or Lyric Files embodying Lyrics of EMI Compositions created hereunder in accordance with the license authority and other terms and conditions hereof) shall require separate licenses from the relevant owners of any applicable copyrights or other rights, and Licensee agrees to obtain, at its own expense, appropriate licenses in advance for any other such uses. For the avoidance of doubt, Licensee shall be solely responsible for paying any share of royalties due to the relevant owners of any applicable copyrights or other rights with respect to any Compositions and/or Digital Files or Lyric Files to the extent not represented by EMI under this Agreement. Without limiting the foregoing, no musical composition owned or controlled by, or licensed to, EMI, in whole or in part (whether embodied in Digital Files, Lyric Files or otherwise) shall be exploited in, on or via the Service along with or in connection with any content the rights to which have not been cleared and/or that infringes upon the rights of EMI or any third-party and/or is libelous, defamatory and/or scandalous.

3.4 The license authority contemplated by this Agreement and issued pursuant to any License issued hereunder is limited to Licensee and may not be sublicensed, assigned or otherwise transferred by Licensee.

3.5 Licensee shall neither cause nor allow any third party to cause any particular advertisement, sponsorship or other commercial message ("**Advertisement**"): (a) to appear in response to, or otherwise to be associated with, a user's selection of, search for, playback of or access to any particular EMI Composition (including any sound recording or music video embodying any EMI Composition), the Lyrics of any EMI Composition, or any Digital File or Lyric File, except to the extent such Advertisement directly and solely promotes the sale of a particular Relevant Master Recording or Relevant A/V Master Recording being played or accessed by such user at the time the Advertisement appears; (b) to appear in response to, or otherwise to be associated with, a user's selection of or search for any particular writer, artist or publisher; (c) to suggest or imply in any way that EMI or any EMI Composition, Digital File, Lyric File, writer, or artist is associated with or endorsing such Advertisement or any other Advertisement, product or service; or (d) to suggest or imply that the Advertisement is part of or integrated into any EMI Composition, Digital File or Lyric File (the foregoing, collectively,

"**Prohibited Endorsements**"). For clarity, Licensee may present advertisements during the User's selection, search or playback of any Digital File or the display of any Lyric File, provided no such advertisements are selected or played based upon the particular writer, artist, Digital File or Lyric File selected.

4. **Licensing Methodology.**

4.1 The rights granted hereunder shall apply solely to EMI Compositions included on the Approved Compositions List (defined below). The "**Approved Compositions List**" shall mean the list of the EMI Compositions that EMI has cleared for exploitation in accordance with this Agreement by Licensee. The most current version of the Approved Compositions List as of the Effective Date is annexed hereto as Schedule A. Licensee shall, from time to time, provide EMI with written notice of additional EMI Compositions it desires to add to the Approved Compositions List, and the same shall be so added if, in EMI's sole but reasonable discretion, all relevant approvals have been obtained. For the avoidance of doubt, neither Licensee nor anyone acting on Licensee' behalf shall exploit any EMI Composition that is not on the Approved Compositions List. Also for the avoidance of doubt, if a composition ceases to be an "EMI Composition" for any reason after Licensee has begun exploiting such EMI Composition in accordance with the terms of this Agreement, Licensee shall cease further distribution of such EMI Composition promptly following receipt of written notice by EMI that such composition is no longer an "EMI Composition" (a "**Take Down Notification**"). With respect to each EMI Composition included on the Approved Compositions List, EMI shall set forth its *pro rata* share.

4.2 EMI shall, solely to the extent that they are available, provide Licensee with digital files of the Lyrics of EMI Compositions included on the Approved Compositions List. EMI shall have no obligation to create any digital files of any Lyrics, and EMI's failure to provide digital files of any Lyrics shall not be deemed a breach of this Agreement.

5. **Advance.**

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REDACTED

6.4 *Fixation Fee.*

REDACTED

6.5 *Music-Related eCommerce Referral Revenue.*

REDACTED

8. Accounting.

8.1 Within sixty (60) days after the end of each applicable Quarterly Accounting Period, Licensee shall pay to EMI all royalties applicable for that period, and shall account to EMI in a manner such that EMI may pay its writers, including by providing electronic statements ("Statements") indicating:

(a) Gross Revenue, Gross Music Video Revenue, Gross Lyric Revenue, Advertising Revenue, Video Advertising Revenue, Lyric Advertising Revenue, Non-Music Related Advertising Revenue, eCommerce Referral Revenue, and Music-Related eCommerce Referral Revenue for the relevant Quarterly Accounting Period, and all financial and other relevant data supporting the calculations of Gross Revenue, Gross Music Video Revenue, Gross Lyric Revenue, Advertising Revenue, Music Video Advertising Revenue, Lyric Advertising Revenue, Non-Music Related Advertising Revenue, eCommerce Referral Revenue, and Music-Related eCommerce Referral Revenue;

(b) the particular Relevant Master Recordings distributed to Users via the Service as Limited Downloads, the number of times each such Relevant Master Recording has been played by Users as a Limited Download, and the total number of times each Master Recording distributed to Users via the Service as a Limited Download has been played by Users as a Limited Download;

(c) the particular Relevant Master Recordings distributed to Users via the Service as On-Demand Streams, the number of times each such Relevant Master Recording has been played by Users as an On-Demand Stream, and the total number of times each Master Recording distributed to Users via the Service as an On-Demand Stream has been played by Users as an On-Demand Stream;

(d) the particular Relevant A/V Master Recordings distributed to Users via the Service as Limited Video Downloads, the number of times each such Relevant A/V Master Recording has been played by Users as a Limited Video Download, and the total number of times each A/V Master Recording distributed to Users via the Service as a Limited Video Download has been played by Users as a Limited Video Download;

(e) the particular Relevant A/V Master Recordings distributed to Users via the Service as On-Demand Video Streams, the number of times each such Relevant A/V Master Recording has been played by Users as an On-Demand Video Stream, and the total number of times each A/V Master Recording distributed to Users via the Service as an On-Demand Video Stream has been played by Users as an On-Demand Video Stream;

(f) the particular EMI Compositions the Lyrics of which have been displayed as Lyric Displays, the number of times the Lyrics of each such EMI Composition has been displayed to Users as Lyric Displays, and the total number of times each Lyric displayed to Users via the Service as a Lyric Display has been displayed to Users as a Lyric Display.

8.2 The first payment and quarterly accounting statement(s) shall include payment and an accounting for any exploitation(s) licensed hereunder occurring prior to the execution of the Agreement.

8.3 All statements rendered by Licensee shall be incontestable within three years of the date due, unless an objection in writing is made for each such statement. Any objection

must specify, with particularity, the reason for such objection, and if an audit is to be conducted with respect to such statement, it must be conducted within three years of the issuance of such statement. Any action brought in connection with such audit shall be brought within two years of the date of the commencement of any such audit.

9. Term. The term of this Agreement shall commence as of the Effective Date, and unless earlier terminated in accordance with the terms of paragraph 13 hereof, shall continue for two years, to March 31, 2008 (the "**Initial Term**"). The Agreement shall thereafter be automatically extended for an additional nine month period, to December 31, 2008 (the "**Extension Period**"). The "**Term**" shall mean, collectively, the Initial Term and the Extension Period,

10. Security.

10.1 In connection with any use of EMI Composition and/or the Lyrics of any EMI Composition, Licensee shall implement and maintain copy protection and DRM technology and systems, consistent with industry best practices, including software and/or hardware functional limitations (collectively, "**Security Systems**") with respect to all aspects of the Service under its supervision and/or control, including, without limitation, Secured Servers and operating systems, that: (a) are designed to prevent unauthorized reproduction and distribution of EMI Compositions and/or the Lyrics of EMI Compositions, whether in the form of Digital Files or otherwise; (b) encrypt Digital Files and Lyric Files throughout the entire distribution chain (*i.e.*, Secured Server to User's Covered Device hard drive or other permitted device) with the then-most-current version of Microsoft's Windows Media DRM technology or a substantially equivalent DRM technology accepted within the industry; (c) are sufficient to track and enforce the use and other license limitations contemplated by this Agreement; and (d) generally meet or exceed then-current best practices within the industry for the licensed delivery of music via digital transmission and its reproduction on approved devices, and/or the licensed display of lyrics on approved devices, as the case may be.

10.2 To the extent Licensee employs third-party technology in order to operate the Service, Licensee shall continually maintain, upgrade, and employ the version of such technology which is generally consistent with industry best practices, including by (a) diligently monitoring applicable third-party notifications of bug-fixes, security holes and functionality improvements; and (b) obtaining, installing, and testing any available upgrades and bug-fixes that could help maintain the integrity of Licensee' Security Systems.

11. Royalty and Security Compliance.

11.1 In order to determine whether Licensee is in compliance with its obligations under this Agreement, including whether it is accounting to EMI on an accurate and timely basis (and whether Licensee' calculations of Gross Revenue, Gross Video Revenue, Gross Lyric Revenue, Advertising Revenue, Video Advertising Revenue, Lyric Advertising Revenue, Non-Music Related Advertising Revenue, eCommerce Referral Revenue, and Music-Related eCommerce Referral Revenue are correct), EMI shall be entitled, upon thirty (30) business days' notice to Licensee, to conduct or have a third party conduct an examination (a "**Compliance Examination**") of the books, records, operations and Security Systems of Licensee with respect to all exploitations covered by this Agreement and the calculations of Gross Revenue, Gross Video Revenue, Gross Lyric Revenue, Advertising Revenue, Video Advertising Revenue, Lyric Advertising Revenue, Non-Music Related Advertising Revenue, eCommerce Referral Revenue, and Music-Related eCommerce Referral Revenue, and to make copies and extracts thereof. Licensee shall cooperate with EMI and/or EMI's designated

representative to assist EMI and/or such representative in conducting such Compliance Examination and in understanding and making copies of all such material. Absent a good-faith basis to believe that Licensee is not in compliance with such obligations, EMI shall not seek to initiate a Compliance Examination of Licensee more frequently than once every twelve (12) months.

11.2 As part of any Compliance Examination, upon request by EMI or an examiner acting on its behalf (an "**Examiner**"), Licensee shall upon at least thirty (30) days written notice from EMI:

(a) provide access to any relevant information that may be the subject of such request, including without limitation any (i) books, records, files, logs, reports, compilations, usage data and other documentation, whether in paper or electronic form, that were or could be used or required to generate or verify Licensee' Statements and/or that reflect or summarize Licensee' Statements; (ii) copies of all agreements with third-parties, including without limitation, advertisers, that relate to the Service or any advertising, promotion, referral agreement, or sponsorship on the Service or in connection therewith, (iii) relevant financial information, including books, records, ledgers, reports, and other documentation, reflecting cash receipts and general revenue accounts to the extent such information relates directly or indirectly to the activities licensed under this Agreement; (iv) files, logs, reports, compilations, testing and monitoring data and other documentation related to and/or reflecting the operation and integrity of Licensee' Security Systems (such information, collectively with the items described in subsections (a)(i), (a)(ii) and (a)(iii) of this paragraph 11.2, "**Documentation**"); and (v) software, hardware or other technology used by Licensee in providing or maintaining the Service or supporting the provision of the Service;

(b) make available to EMI or any Examiner personnel who are familiar with the technical and operational aspects of Licensee' computer, hardware, software, and Security Systems (collectively, "**Operational Systems**"); and

(c) with the assistance of such personnel, provide EMI or any Examiner with real-time and historical access to the Operational Systems, sufficient to permit EMI or such Examiner(s) to conduct meaningful tests and analysis to verify that the Operational Systems are (i) properly and accurately tracking and reporting the use of the Licensed Works, as contemplated by the terms of this Agreement and (ii) in compliance with the security requirements set forth in paragraph 10 of this Agreement.

Licensee shall provide the information, systems access and personnel required by this paragraph 11.2 at no expense to EMI and, unless otherwise requested by EMI or its Examiner(s), at Licensee' place of business. All such tests and evaluations of the Operational Systems shall be done no more frequently than once in each calendar year. In the event that any agreement referred to in subparagraph 11.2(a)(ii) above contains confidential information, Licensee may redact such confidential information prior to providing the agreement to EMI, provided however that, at EMI's request, Licensee shall provide a sworn affidavit summarizing the material terms of the redacted portions of such agreement.

11.3 Licensee shall maintain, and shall make available to EMI in accordance with this paragraph 11, any and all Documentation that reasonably might be expected to be relevant to EMI in conducting a Compliance Examination, for a period of at least three (3) years following the expiration or termination of this Agreement, unless there is a Compliance Examination in progress or not fully resolved as of the expiration of such period, in which case the

Documentation shall be maintained until such Compliance Examination is fully resolved to the satisfaction of EMI.

11.4 If a Compliance Examination reveals a nonpayment or underpayment of royalties or other fees due to EMI, the amounts determined to be owing shall be subject to interest equal to the lesser of (a) prime or (b) the highest rate permitted by applicable law, calculated from the date the applicable fees were due and payable to the date of EMI's receipt of payment in full therefore. In the event a Compliance Examination reveals an underpayment of royalties or other fees due to EMI of five percent (5%) or greater for any individual Quarterly Accounting Period, Licensee shall reimburse EMI for the out-of-pocket costs of such Compliance Examination.

12. Representations and Warranties; Indemnity.

12.1 Licensee represents and warrants that: (a) it has the full right, power and authority to enter into and perform this Agreement in accordance with its terms and conditions; (b) it shall take all steps necessary to implement and shall comply with its security obligations set forth in paragraph 10; (c) it shall obtain from the relevant owners, at its own expense, any rights not granted hereunder that are necessary to convert EMI Compositions to Digital Files or to use or distribute Digital Files in accordance with this Agreement, and to convert the Lyrics of EMI Compositions into Lyric Files or to display the Lyric Files in accordance with this Agreement (including, without limitation, by acquiring any performance rights, rights in sound recordings embodied in Master Recordings and A/V Master Recordings, and rights to exploit EMI Compositions embodied in A/V Master Recordings as Limited Video Downloads and On-Demand Video Streams); and (d) Licensee' conversion of EMI Compositions into Digital Files and the Lyrics of EMI Compositions into Lyric Files, the reproduction, distribution and/or display thereof, and the Service and the operation thereof (including the display or other transmission of advertisements either alone or in connection with the exploitation of sound recordings, musical compositions, lyrics and/or other content) (i) do not and shall not, to the best of Licensee' knowledge, infringe upon or violate the intellectual property rights, privacy or publicity rights, or other rights of any third party, (ii) comply with all applicable laws, rules and regulations, and (iii) shall not result in any liability whatsoever to EMI.

12.2 EMI represents and warrants that it has the full right, power and authority to enter into this Agreement and perform its obligations hereunder, and to grant to rights granted to Licensee hereunder.

12.3 Licensee agrees to indemnify, defend and hold harmless EMI, ("**Indemnitee**") from and against any losses, injuries, damages, claims, expenses and costs (including without limitation reasonable attorneys' fees) ("**Claims**") incurred or suffered by Indemnitee, arising from any third-party actions, claims, suits or legal proceedings of any kind, caused by, arising from or related to: (a) Licensee' failure to perform any of its obligations under this Agreement and/or any breach or alleged breach of any representation, warranty or covenant hereunder; (b) the operation of the Service or Licensee' business; (c) any complaints or allegations of a User or other Licensee customer concerning Licensee, the Service, or any Digital File or Lyric File; and (d) any acts or omissions of any Licensee employee or agent. EMI shall promptly notify Licensee in writing of any Claim and allow Licensee to control the defense thereof; provided that (i) defense counsel for such Claims shall be subject to EMI's prior written approval, (ii) EMI may, at its option and expense, participate and appear on an equal footing with Licensee in such Claim, and (iii) Licensee may not settle such Claim without EMI's prior written approval.

12.4 EMI agrees to indemnify, defend and hold harmless Licensee, its respective officers, employees and agents, (collectively, the "**Licensee Indemnitees**") from and against any losses, injuries, damages, claims, expenses and costs (including without limitation reasonable attorneys' fees) ("**Claims**") incurred or suffered by any Licensee Indemnitee, arising from any third-party actions, claims, suits or legal proceedings of any kind, caused by, arising from or related to: (a) EMI's failure to perform any of its obligations under this Agreement and/or any breach or alleged breach of any representation, warranty or covenant hereunder; and (b) any acts or omissions of any EMI employee or agent. Licensee shall promptly notify EMI in writing of any Claim and allow EMI to control the defense thereof; provided that (i) defense counsel for such Claims shall be subject to Licensee' prior written approval, (ii) Licensee may, at its option and expense, participate and appear on an equal footing with EMI in such Claim, and (iii) EMI may not settle such Claim without Licensee' prior written approval.

13. Termination/Default.

13.1 Licensee understands and agrees that in the case of infringement, irreparable harm may be presumed, and EMI shall be entitled to seek appropriate injunctive relief, in addition to any other remedy that may be available at law or in equity, whether hereunder or otherwise.

13.2 To the extent permitted by applicable law, and without limitation, the occurrence of any of the following events shall also be considered a material breach of and default under this Agreement: (a) failure to timely pay any amount or other consideration described in paragraph 5 or 6 hereof; (b) the breach of any representation or warranty described in paragraph 12 hereof; (c) the exploitation of any musical composition owned or controlled by, or licensed to, EMI in a manner not permitted hereunder; (d) dissolution of and/or the liquidation of all of the assets of Licensee or the business unit(s) of Licensee operating the Service; (e) the filing of a petition in bankruptcy or insolvency or for an arrangement or reorganization by, for or against Licensee, which is not dismissed within 90 days; (f) the appointment of a receiver or trustee for all or a portion of the assets of Licensee or the business unit(s) of Licensee operating the Service, which are not dismissed or removed within 90 days; and (g) Licensee' assignment of assets for the benefit of creditors, which are not returned or reversed within 90 days. Upon the occurrence of any of the events described in this paragraph, without limiting any other remedy that may be available at law or in equity, whether hereunder or otherwise, this Agreement and all license authority pursuant to any Licenses issued hereunder shall automatically and immediately terminate without the requirement of any further action on the part of EMI.

14. Use of Trademarks; Publicity.

14.1 ***Trademarks, Names and Likenesses.*** Unless otherwise authorized by the other party in advance and in writing, neither party will use (whether directly or indirectly) or permit or authorize any third party to use (whether directly or indirectly) any trademark or logo of the other party, whether in advertisements, promotions, press releases, marketing materials or otherwise, and whether in connection with the Service or otherwise.

14.2 ***Publicity.*** Neither party shall issue or authorize any party to issue any press release or other public statement concerning this Agreement without the other party's prior written approval.

15. Miscellaneous.

15.1 ***Writer/EMI Credit.*** Licensee shall, to the extent commercially feasible, include in any graphics and/or imagery displayed in connection with any Digital File, written credit in legible form setting forth the names of the writer(s) and publisher(s) of the EMI Composition embodied in such Digital File and/or Lyric File. Failure to abide by the provisions of this paragraph shall not be a breach of this Agreement. In addition, Licensee welcomes any additional authorized information that EMI may provide with respect to its writers and publishers, with respect to the EMI Compositions, which Licensee may use to assist in promoting EMI Compositions and the Service.

15.2 ***Notices.*** All notices hereunder shall be in writing and shall be deemed effective (a) if provided by hand delivery, upon delivery; (b) if provided by nationally-recognized overnight courier, one (1) business day following the date sent; or (c) if provided by registered or certified U.S. mail, return receipt requested, five (5) business days following the date mailed. Notices shall be sent to the following addresses (as may be modified by written notice from one party to the other from time to time):

If to EMI:

EMI Entertainment World Inc.
1290 Avenue of the Americas
New York, New York 10104
Attention: Senior Vice President, Legal and Business Affairs

With a courtesy copy to:

Frank P. Scibilia
Pryor Cashman Sherman & Flynn LLP
410 Park Avenue
New York, New York 10022

If to Licensee:

Mohen, Inc.
95 Morton Street
New York, NY 10014
Attention: Chief Executive Officer

With a courtesy copy to:

Marc Jacobson
Greenberg Traurig
MetLife Building
200 Park Avenue
New York, NY 10166

15.3 ***Assignment.*** Licensee shall not assign, sell, transfer, delegate or otherwise dispose of, whether voluntarily or involuntarily, by operation of law or otherwise, this Agreement

or any of its rights or obligations under this Agreement without the prior written consent of EMI. Any purported assignment, sale, transfer, delegation or other disposition by Licensee shall be null and void. For purposes of this section, the terms "assign" and "assignment" shall not include any merger, consolidation, change of control, or sale of all or substantially all assets. Subject to the foregoing, this Agreement shall inure to the benefit of the parties and their respective successors and permitted assigns.

15.4 ***Entire Agreement; Amendment; Copyright Act Amendments of No Effect.*** This Agreement, including all exhibits, schedules and attachments hereto (incorporated herein by this reference), represents the entire understanding of the parties with respect to the subject matter hereof, supersedes all prior and contemporaneous agreements and understandings of the parties (whether written or oral) with respect to the subject matter hereof. This Agreement may not be altered or amended except in a written instrument executed by both parties. Any revisions pending as of the Effective Date to section 115 of title 17 of the U.S. Code, and any revision to section 117 of title 17 of the U.S. Code that may subsequently be enacted shall, regardless of form or content, have no affect whatsoever on the terms of this Agreement.

15.5 ***Governing Law; Jurisdiction.*** This Agreement shall be governed by, and construed in accordance with, federal law and/or the laws of the State of New York (without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of New York to the rights and duties of the parties). With respect to any action or proceeding arising out of this Agreement, the parties: (a) agree that the sole and exclusive venue for such action or proceeding shall be in a court of appropriate jurisdiction located in New York County, New York; (b) agree to the appropriateness of, and waive any objection concerning, the propriety and/or convenience of, proceeding in such venue; and (c) consent to the personal jurisdiction of such court.

15.6 ***Severability; Waiver.*** If a court should determine that any part of this Agreement is invalid or unenforceable, such provision shall be enforced to the maximum extent possible so as to affect the intent of the parties, and the remainder of this Agreement shall remain in full force and effect. Performance of any obligation required of a party hereunder may be waived only by a written waiver signed by a duly authorized officer of the other party, which waiver shall be effective only with respect to the specific obligation described therein.

15.7 ***Cumulative Remedies.*** Except as otherwise expressly provided herein, no remedy specified in this Agreement is intended to be exclusive of any other remedy, and each and every remedy will be cumulative and in addition to every other right or remedy provided herein or available at law or in equity.

15.8 ***Headings.*** The titles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

15.9 ***Assistance of Counsel.*** Each party hereto acknowledges that it has been represented by its own independent counsel, who has reviewed this Agreement and discussed the terms herein with his or her respective client prior to execution.

15.10 ***Counterparts.*** This Agreement may be executed in multiple counterparts and delivery of an executed counterpart may be made by facsimile, each such counterpart to be considered and accepted as an original, and all such counterparts together to constitute a single Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date:

MOHEN, INC. D/B/A SPIRAL FROG

By: _____

Print name:
Title:
Date:

EMI ENTERTAINMENT WORLD INC.

By: _____

Print name:
Title:
Date:

EXHIBIT A

DESCRIPTION OF THE SERVICE

DIGITAL MUSIC SUBSCRIPTION SERVICE AGREEMENT

This Digital Music Subscription Service Agreement ("**Agreement**") is entered into as of April 1, 2006 (the "**Effective Date**") by and between Mohen, Inc. d/b/a Spiral Frog, a Delaware corporation with an office at 95 Morton Street, New York, New York 10014, and each and every Affiliate (individually and collectively, "**Licensee**"), and EMI Entertainment World Inc., a Delaware corporation with an office at 1290 Avenue of the Americas, New York, New York 10104 ("**EMI**").

WHEREAS, Licensee desires to offer to Users (as defined below), solely via its digital music service (the "**Service**", defined and described more fully below and in the annexed Schedule A), Limited Downloads and On-Demand Streams (as such terms are defined below) embodying Master Recordings (as defined below), including Relevant Master Recordings (as defined below); and

WHEREAS, Licensee desires to offer to Users, solely via the Service, Limited Video Downloads and On-Demand Video Streams (as such terms are defined below) embodying A/V Master Recordings (as defined below), including Relevant A/V Master Recordings (as defined below); and

WHEREAS, Licensee desires to also offer to Users, solely via the Service, a Lyric Search Service (as defined below) and Lyric Displays (as defined below) embodying Lyric Files (as defined below), including Relevant Lyric Files (as defined below); and

WHEREAS, in connection with the operation of the Service, Licensee seeks licenses from EMI to reproduce and distribute the EMI Compositions as embodied in Limited Downloads and On-Demand Streams, and to reproduce and display the Lyrics of the EMI Compositions in connection with the Lyric Search Service and as embodied in Lyric Displays, and EMI is prepared to issue such licenses to Licensee solely in accordance with the terms and conditions set forth herein, and solely for the purposes described herein;

NOW, THEREFORE, in consideration of the promises contained in this Agreement and for other good and valuable consideration, the adequacy and sufficiency of which each party hereby acknowledges the parties agree as follows:

1. **Definitions.** For purposes of this Agreement, the following terms shall have the following meanings:

1.1 "**Advertising Revenue**" shall mean

REDACTED

1.2 An "**Affiliate**" shall mean any corporation or other entity which directly or indirectly controls, or is controlled by, or is under common control with, Mohen, Inc. For

purposes of this definition, "control" or "controlled" means ownership, directly or through one or more Affiliates, of fifty percent (50%) or more of the shares of stock entitled to vote for the election of directors, in the case of a corporation, or fifty percent (50%) or more of the equity interest in the case of any other type of legal entity, status as a general partner in any partnership, or any other arrangement whereby any entity controls or has the right to control the Board of Directors or equivalent governing body of a corporation or other entity, or the ability to cause the direction of the management or policies of a corporation or other entity. The parties to this Agreement acknowledge that in the case of certain entities organized under the laws of certain countries, the maximum percentage ownership permitted by law for an investor is less than fifty percent (50%), and that in such case such lower percentage shall be substituted in the preceding sentence, PROVIDED THAT such investor otherwise has the power, directly or indirectly, to direct the management and policies of such entity.

1.3 An **"A/V Master Recording"** shall mean a music video licensed (or otherwise supplied) by a Major Record Label to promote a Master Recording and that embodies such Master Recording.

1.4 A **"Composition"** shall mean a copyrighted, non-dramatic musical composition. For the avoidance of doubt, Compositions shall not include sound recordings of musical compositions.

1.5 A **"Covered Device"** shall mean (a) a Personal Computer located in the Territory that supports DRM and is able to receive Digital Files and display Lyric Files via the Internet or (b) a Portable Digital Music Device that supports DRM and is able to receive Digital Files and display Lyric Files via a Personal Computer; provided, however, that each User shall only be authorized to access Limited Downloads, On-Demand Streams, Limited Video Downloads, On-Demand Video Streams and Lyric Displays through the Service on, and for each User Covered Devices shall only include, the lesser of either (x) three (3) Personal Computers and two (2) Portable Digital Music Devices or (y) the least amount of Personal Computers or Portable Digital Music Devices, as applicable, permitted by any licensor with respect to a User's access to sound recordings in connection with the Service. Notwithstanding the foregoing, in all events, the Service shall limit the number of Portable Digital Music Devices allowed to receive Digital Files and display Lyric Files to two.

1.6 A **"Digital File"** shall mean a single digital copy of a Master Recording or A/V Master Recording, as the case may be.

1.7 **"DRM"** shall mean digital rights management technology that imposes effective, secured controls over the use of a Composition (and/or the Lyrics of a Composition, as the case may be) and any Master Recordings embodying such Composition consistent with industry best practices, and shall include without limitation the Security Systems set forth in paragraph 10.1 hereof.

1.8 **"eCommerce Referral Revenue"** shall mean:

REDACTED

1.9 An **"EMI-Authorized Record Label"** shall mean a record label that is, at the time Licensee seeks a license to reproduce and distribute Relevant A/V Master Recordings embodied in Digital Files as Limited Video Downloads and/or On-Demand Video Streams, authorized by EMI, pursuant to a New Digital Media Agreement with EMI, to act as EMI's agent for the purpose of issuing such a license.

1.10 An **"EMI Composition"** shall mean a musical composition in which the rights which are the subject of this Agreement are owned or controlled by, or licensed to, EMI, in whole or in part, in the Territory, and which are available, to the extent of EMI's ownership or control thereof, and to the extent of its rights, for the purposes described herein, subject to any restrictions or limitations thereon imposed pursuant to songwriter agreements or otherwise. With respect to any such musical composition which may be owned or controlled by EMI only in part, the term "EMI Composition" shall only refer to that portion of the musical composition controlled by EMI. Licensee acknowledges that EMI may, in the normal course of business, and otherwise, lose rights with respect to musical compositions, in which event such compositions may cease to be EMI Compositions hereunder, and EMI shall have no liability to Licensee with respect to the unavailability of such musical compositions.

1.11 **"Gross Lyrics Revenue"** shall mean

REDACTED

1.12 **"Gross Music Video Revenue"** shall mean

REDACTED

1.13 **"Gross Revenue"** shall mean

REDACTED

1.14 **"Licensee"** shall mean, individually and collectively, Mohen, Inc. and each of its Affiliates.

1.15 A **"Limited Download"** shall mean an encrypted digital transmission of a time-limited or other use-limited download of a Digital File embodying a Master Recording, which is delivered via the Service from a Secured Server(s) to the Covered Device of a User in

accordance with the terms and conditions of such User's agreement with Licensee and is only available to such User through such Covered Device for a limited period of time in accordance with the terms of this Agreement.

1.16 A **"Limited Video Download"** shall mean an encrypted digital transmission of a time-limited or other use-limited download of a Digital File embodying an A/V Master Recording, which is delivered via the Service from a Secured Server(s) to the Covered Device of a User in accordance with the terms and conditions of such User's agreement with Licensee and is only available to such User through such Covered Device for a limited period of time in accordance with the terms of this Agreement. All Limited Video Downloads shall appear with an easy interface to purchase a permanent copy of the A/V Master Recording embodied therein in digital or physical format, through the use of a "Buy Button" or other similar device. For the avoidance of doubt, it is understood and agreed that no rights are granted herein by EMI with respect to the exploitation of any EMI Compositions in Limited Video Downloads, and that Licensee will be obtaining from EMI-Authorized Record Labels, acting as EMI's agents, licenses to reproduce and distribute Relevant A/V Master Recordings embodied in Digital Files as Limited Video Downloads. With respect to the exploitation by Licensee of any Limited Video Downloads that embody Relevant A/V Master Recordings as to which Licensee cannot obtain a license from an EMI-Authorized Record Label acting as EMI's agent to issue licenses pursuant to a New Digital Media Agreement, Licensee and EMI will negotiate in good faith the terms of a license to exploit EMI Compositions in Limited Video Downloads embodying such Relevant A/V Master Recordings.

1.17 **"Lyrics"** shall mean the words of a Composition, generally composed of verse and chorus.

1.18 A **"Lyric Display"** shall mean a display of a Lyric File via the Service to a User's Covered Device, solely for display on such Covered Device as a single, static image of the entirety of the Lyrics embodied therein, in a separate browser window (without downloading). For the avoidance of doubt, and without limiting the foregoing, Lyrics may not be synchronized with any sound recording, and no "bouncing ball" or other karaoke or similar use is permitted hereunder. In addition, and without limiting the foregoing, in connection with transmitting Lyric Displays, Licensee shall disable all "print", "copy", "paste", "cut", "view source", and "save as" functionalities, and any "right click" functionalities, that might otherwise be available to a User viewing a Lyric Display, including through any web browser or other application used to access or view Lyric Files. This requirement shall also include, to the extent possible, disabling any "print screen" functionality that may be available as part of applicable operating system(s) through which the User may access the Service and Lyric Displays. Wherever commercially possible, Licensee shall create other possibilities of a referral or "buy button" to allow the User to purchase an authorized copy of the Lyrics.

1.19 **"Lyric Advertising Revenue"** shall mean

REDACTED

1.20 A **"Lyric File"** shall mean a digital file embodying the complete Lyrics of a particular Composition, which Lyrics have been rendered into text and electronically stored.

1.21 The **"Lyric Search Service"** shall mean a service operated by Licensee as part of the Service that will permit Users to use keyword inquiries to search for Lyrics in a database of Lyric Files created by Licensee, and to display the results of such searches as Lyric Displays.

1.22 A **"Major Record Label"** shall mean any record label owned or co-owned by SonyBMG Music Entertainment, UMG Recordings, Inc., Warner Music, Inc., or EMI Music North America.

1.23 A **"Master Recording"** shall mean a complete, authorized, audio-only master sound recording that is or was distributed by any record label and that is licensed to Licensee for exploitation by Licensee via the Service.

1.24 **"Music-Related eCommerce Referral Revenue"** shall mean

REDACTED

1.25 **"Music Video Advertising Revenue"** shall mean :

REDACTED

1.26 **"Non-Music Related Advertising Revenue"** shall mean

REDACTED

1.27 An **"On-Demand Stream"** shall mean an encrypted digital transmission of a Digital File of a Master Recording from Secured Servers via the Service that allows a User to receive and listen to the particular Master Recording upon request at a time chosen by the User using streaming technology (including, without limitation, via Real Networks' RealAudio or Microsoft's Windows Media Audio formats) through the User's Covered Device, which transmission is (a) configured by the provider of the Service such that the transmission will not result in a substantially complete reproduction of such Master Recording other than a copy used solely for caching or buffering and (b) either contemporaneous or substantially contemporaneous with the play of the Master Recording embodied therein.

1.28 An **"On-Demand Video Stream"** shall mean an encrypted digital transmission of a Digital File embodying an A/V Master Recording from Secured Servers via the Service that allows a User to receive and listen to the particular A/V Master Recording upon request at a time chosen by the User using streaming technology (including, without limitation, via Real Networks' RealAudio or Microsoft's Windows Media Audio formats) through the User's Covered Device, which transmission is (a) configured by the provider of the Service such that the transmission will not result in a substantially complete reproduction of such A/V Master Recording other than a copy used solely for caching or buffering and (b) either contemporaneous or substantially contemporaneous with the play of the A/V Master Recording embodied therein. All On-Demand Video Streams shall appear with an easy interface to purchase a permanent copy of the A/V Master Recording embodied therein in digital or physical format, through the use of a "Buy Button" or other similar device. For the avoidance of doubt, it is understood and agreed that no rights are granted herein by EMI with respect to the exploitation of any EMI Compositions in On-Demand Video Streams, and that Licensee will be obtaining from EMI-Authorized Record Labels, acting as EMI's agents, licenses to reproduce and distribute Relevant A/V Master Recordings embodied in Digital Files as On-Demand Video Streams. With respect to the exploitation by Licensee of any On-Demand Video Streams that embody Relevant A/V Master Recordings as to which Licensee cannot obtain a license from an EMI-Authorized Record Label acting as EMI's agent to issue licenses pursuant to a New Digital Media Agreement, Licensee and EMI will negotiate in good faith the terms of a license to exploit EMI Compositions in On-Demand Video Streams embodying such Relevant A/V Master Recordings.

1.29 A **"Personal Computer"** shall mean an Internet Protocol (IP)-enabled desktop or notebook computer.

1.30 A **"Portable Digital Music Device"** shall mean a portable digital music device (including mobile devices that may also operate on a wireless communications network regulated by the U.S. Federal Communications Commission) that is used for the storage and play/playback of digital music files (*i.e.*, music files encoded in MP3, AAC, WMA or similar audio format).

1.31 A **"Relevant A/V Master Recording"** shall mean an A/V Master Recording that embodies a Relevant Master Recording.

1.32 A **"Relevant Lyric File"** shall mean a Lyric File embodying the complete Lyrics of an EMI Composition.

1.33 A **"Relevant Master Recording"** shall mean a Master Recording that embodies a complete EMI Composition.

1.34 A **"Secured Server"** shall mean a secured server that is (a) located in the Territory, (b) owned and operated by Licensee and (c) continuously protected by means of (i) physical security that meets or exceeds the prevailing physical security best practices in the industry and (ii) firewall and other digital security technology that meets or exceeds the prevailing digital security technology best practices in the industry.

1.35 **"Security Systems"** shall have the meaning set forth in paragraph 11.1 hereof.

1.36 The **"Service"** shall mean the online service owned and operated by Licensee, as described more fully in Exhibit A hereto (hereby incorporated herein by this reference), which

offers to Users Limited Downloads, On-Demand Streams, Limited Video Downloads, On-Demand Video Streams and/or Lyric Displays that are transmitted from Secured Servers to the Covered Devices of Users in accordance with the terms and conditions of this Agreement. The Service shall also include and incorporate the Lyric Search Service. While EMI acknowledges that the Service may also distribute or provide content or products other than the products referenced in the preceding two sentences (e.g., it may also distribute or provide film clips other than A/V Master Recordings, or video games), no rights are granted herein or hereby to exploit any EMI Compositions via the Service in any manner, or embodied in any content, product, or audiovisual work, other than as embodied in Limited Downloads, On-Demand Streams and/or Lyric Displays, and other than to provide the Lyric Search Service. Moreover, and for the avoidance of doubt, it is understood and agreed that no rights are granted herein by EMI with respect to the exploitation of any EMI Compositions in Limited Video Downloads or On-Demand Video Streams, and that Licensee will be obtaining from EMI-Authorized Record Labels, acting as EMI's agents, licenses to reproduce and distribute Relevant A/V Master Recordings embodied in Digital Files as Limited Video Downloads and/or On-Demand Video Streams. With respect to the exploitation by Licensee of any Limited Video Downloads and/or On-Demand Video Streams that embody Relevant A/V Master Recordings as to which Licensee cannot obtain a license from an EMI-Authorized Record Label acting as EMI's agent to issue licenses pursuant to a New Digital Media Agreement, Licensee and EMI will negotiate in good faith the terms of a license to exploit EMI Compositions in Limited Video Downloads and/or On-Demand Video Streams embodying such Relevant A/V Master Recordings.

1.37 A "**User**" shall mean any individual who resides within the Territory who (a) is a registered user of the Service in good standing and (b) is authorized by Licensee to access Limited Downloads, On-Demand Streams, Limited Video Downloads, On-Demand Video Streams and Lyric Displays via the Service, and to use the Lyric Search Service, in all cases solely for personal, non-commercial use.

1.38 "**Term**" shall have the meaning set forth in paragraph 9 hereof.

1.39 The "**Territory**" shall mean (a) the United States for all audio uses (i.e., Limited Downloads and On-Demand Streams embodying Relevant Master Recordings), and (b) the World for the Lyric Search Service and Lyric Displays, except that, with respect to the Lyric Search Service and Lyric Displays, EMI is licensing only Anglo-U.S. repertoire for worldwide exploitation by Licensee in accordance with the terms herein.

2. **Grant of Rights**. Subject to the terms and conditions of this Agreement, EMI hereby grants to Licensee the nonexclusive, non-transferable, non-sub licensable license, solely during the Term and solely within the Territory, and solely in accordance with the terms and conditions set forth in this Agreement to:

(a) reproduce Relevant Master Recordings as Digital Files on Secured Servers;

(b) reproduce and distribute Relevant Master Recordings embodied in Digital Files as Limited Downloads and On-Demand Streams;

(c) reproduce Relevant Lyric Files in a searchable database of Lyric Files on Secured Servers, solely in connection with the Lyric Search Service;

(d) permit Users to use keyword inquiries to search for Relevant Lyric Files in such searchable database of Lyric Files on Secured Servers, solely in connection with the Lyric Search Service; and

(e) reproduce and distribute Relevant Lyric Files as Lyric Displays (collectively, the "Licenses").

3. Limitations on Grant of Rights.

3.1 The Licenses issued hereunder are strictly limited to the use of EMI Compositions or the Lyrics of EMI Compositions, as the case may be, in the manner expressly set forth in the Agreement. Any and all other rights held by EMI that are not specifically covered hereunder are reserved by EMI (and all other rights held by third parties are expressly excluded from the Licenses), including, without limitation:

(a) any right of public performance;

(b) any copyrights or other rights in sound recordings, including any sound recordings embodied in any Digital File;

(c) any digital video rights, including the right to offer, sell, reproduce, display, transmit, distribute or otherwise exploit any EMI Compositions in Limited Video Downloads or On-Demand Video Streams (it being understood that Licensee will be obtaining from EMI-Authorized Record Labels, acting as EMI's agents, licenses to reproduce and distribute Relevant A/V Master Recordings embodied in Digital Files as Limited Video Downloads and/or On-Demand Video Streams, and it being further understood that, with respect to the exploitation by Licensee of any Limited Video Downloads and/or On-Demand Video Streams that embody Relevant A/V Master Recordings as to which Licensee cannot obtain a license from an EMI-Authorized Record Label acting as EMI's agent to issue licenses pursuant to a New Digital Media Agreement, Licensee and EMI will negotiate in good faith the terms of a license to exploit EMI Compositions in Limited Video Downloads and/or On-Demand Video Streams embodying such Relevant A/V Master Recordings);

(d) any print, display or karaoke rights (other than the limited rights specifically granted herein in connection with the Lyric Search Service);

(e) any right to use, exploit, or permit the use of exploitation of any EMI Composition or the Lyrics of any EMI Composition in a video game;

(f) any right to use, exploit, or permit the use of exploitation of any EMI Composition or the Lyrics of any EMI Composition as a ringtone, ringback tone, or other so-called "telecommunication personalization product";

(g) any adaptation (derivative work) rights or right to alter the fundamental character of an EMI Composition or the Lyrics of an EMI Composition, to excerpt or use only a portion of any EMI Composition (other then solely the Lyrics of EMI Compositions, to the extent permitted herein) or a portion of the Lyrics of any EMI Composition, or to create any derivative work based in whole or in part on an EMI Composition or the Lyrics of an EMI Composition;

(h) any merchandising rights;

(i) any use of an EMI Composition or the Lyrics of an EMI Composition for a marketing campaign, product tie-in, game or contest, or otherwise to advertise, promote or cross-promote any product or service;

(j) any right to permit downloads of Relevant Master Recordings or Relevant A/V Master Recordings (or Digital Files embodying the same), or Relevant Lyric Files, on a permanent basis (including any right to make any permanent digital phonorecord delivery);

(k) any use of the title of an EMI Composition, or the name or likeness of any writer or publisher of an EMI Composition, except solely as necessary to identify the EMI Composition to Users as part of (and not to promote) the Service or as otherwise required hereunder.

3.2 Notwithstanding anything in this Agreement to the contrary, ownership and control of any EMI Composition embodied in any Digital File shall remain with EMI, and neither Licensee nor any User or other third party shall obtain any ownership rights in any work derived from or that makes use of the EMI Composition, including, without limitation, Digital Files.

3.3 Notwithstanding anything in this Agreement to the contrary, any and all uses of Compositions by Licensee or any User (apart from use of EMI Compositions as part of authorized Digital Files embodying Relevant Master Recordings or Lyric Files embodying Lyrics of EMI Compositions created hereunder in accordance with the license authority and other terms and conditions hereof) shall require separate licenses from the relevant owners of any applicable copyrights or other rights, and Licensee agrees to obtain, at its own expense, appropriate licenses in advance for any other such uses. For the avoidance of doubt, Licensee shall be solely responsible for paying any share of royalties due to the relevant owners of any applicable copyrights or other rights with respect to any Compositions and/or Digital Files or Lyric Files to the extent not represented by EMI under this Agreement. Without limiting the foregoing, no musical composition owned or controlled by, or licensed to, EMI, in whole or in part (whether embodied in Digital Files, Lyric Files or otherwise) shall be exploited in, on or via the Service along with or in connection with any content the rights to which have not been cleared and/or that infringes upon the rights of EMI or any third-party and/or is libelous, defamatory and/or scandalous.

3.4 The license authority contemplated by this Agreement and issued pursuant to any License issued hereunder is limited to Licensee and may not be sublicensed, assigned or otherwise transferred by Licensee.

3.5 Licensee shall neither cause nor allow any third party to cause any particular advertisement, sponsorship or other commercial message ("**Advertisement**"): (a) to appear in response to, or otherwise to be associated with, a user's selection of, search for, playback of or access to any particular EMI Composition (including any sound recording or music video embodying any EMI Composition), the Lyrics of any EMI Composition, or any Digital File or Lyric File, except to the extent such Advertisement directly and solely promotes the sale of a particular Relevant Master Recording or Relevant A/V Master Recording being played or accessed by such user at the time the Advertisement appears; (b) to appear in response to, or otherwise to be associated with, a user's selection of or search for any particular writer, artist or publisher; (c) to suggest or imply in any way that EMI or any EMI Composition, Digital File, Lyric File, writer, or artist is associated with or endorsing such Advertisement or any other Advertisement, product or service; or (d) to suggest or imply that the Advertisement is part of or integrated into any EMI Composition, Digital File or Lyric File (the foregoing, collectively,

"**Prohibited Endorsements**"). For clarity, Licensee may present advertisements during the User's selection, search or playback of any Digital File or the display of any Lyric File, provided no such advertisements are selected or played based upon the particular writer, artist, Digital File or Lyric File selected.

4. **Licensing Methodology.**

4.1 The rights granted hereunder shall apply solely to EMI Compositions included on the Approved Compositions List (defined below). The "**Approved Compositions List**" shall mean the list of the EMI Compositions that EMI has cleared for exploitation in accordance with this Agreement by Licensee. The most current version of the Approved Compositions List as of the Effective Date is annexed hereto as Schedule A. Licensee shall, from time to time, provide EMI with written notice of additional EMI Compositions it desires to add to the Approved Compositions List, and the same shall be so added if, in EMI's sole but reasonable discretion, all relevant approvals have been obtained. For the avoidance of doubt, neither Licensee nor anyone acting on Licensee' behalf shall exploit any EMI Composition that is not on the Approved Compositions List. Also for the avoidance of doubt, if a composition ceases to be an "EMI Composition" for any reason after Licensee has begun exploiting such EMI Composition in accordance with the terms of this Agreement, Licensee shall cease further distribution of such EMI Composition promptly following receipt of written notice by EMI that such composition is no longer an "EMI Composition" (a "**Take Down Notification**"). With respect to each EMI Composition included on the Approved Compositions List, EMI shall set forth its *pro rata* share.

4.2 EMI shall, solely to the extent that they are available, provide Licensee with digital files of the Lyrics of EMI Compositions included on the Approved Compositions List. EMI shall have no obligation to create any digital files of any Lyrics, and EMI's failure to provide digital files of any Lyrics shall not be deemed a breach of this Agreement.

5. **Advance.**

REDACTED

REDACTED

REDACTED

6.4 *Fixation Fee.*

REDACTED

6.5 *Music-Related eCommerce Referral Revenue.*

REDACTED

8. Accounting.

8.1 Within sixty (60) days after the end of each applicable Quarterly Accounting Period, Licensee shall pay to EMI all royalties applicable for that period, and shall account to EMI in a manner such that EMI may pay its writers, including by providing electronic statements ("**Statements**") indicating:

(a) Gross Revenue, Gross Music Video Revenue, Gross Lyric Revenue, Advertising Revenue, Video Advertising Revenue, Lyric Advertising Revenue, Non-Music Related Advertising Revenue, eCommerce Referral Revenue, and Music-Related eCommerce Referral Revenue for the relevant Quarterly Accounting Period, and all financial and other relevant data supporting the calculations of Gross Revenue, Gross Music Video Revenue, Gross Lyric Revenue, Advertising Revenue, Music Video Advertising Revenue, Lyric Advertising Revenue, Non-Music Related Advertising Revenue, eCommerce Referral Revenue, and Music-Related eCommerce Referral Revenue;

(b) the particular Relevant Master Recordings distributed to Users via the Service as Limited Downloads, the number of times each such Relevant Master Recording has been played by Users as a Limited Download, and the total number of times each Master Recording distributed to Users via the Service as a Limited Download has been played by Users as a Limited Download;

(c) the particular Relevant Master Recordings distributed to Users via the Service as On-Demand Streams, the number of times each such Relevant Master Recording has been played by Users as an On-Demand Stream, and the total number of times each Master Recording distributed to Users via the Service as an On-Demand Stream has been played by Users as an On-Demand Stream;

(d) the particular Relevant A/V Master Recordings distributed to Users via the Service as Limited Video Downloads, the number of times each such Relevant A/V Master Recording has been played by Users as a Limited Video Download, and the total number of times each A/V Master Recording distributed to Users via the Service as a Limited Video Download has been played by Users as a Limited Video Download;

(e) the particular Relevant A/V Master Recordings distributed to Users via the Service as On-Demand Video Streams, the number of times each such Relevant A/V Master Recording has been played by Users as an On-Demand Video Stream, and the total number of times each A/V Master Recording distributed to Users via the Service as an On-Demand Video Stream has been played by Users as an On-Demand Video Stream;

(f) the particular EMI Compositions the Lyrics of which have been displayed as Lyric Displays, the number of times the Lyrics of each such EMI Composition has been displayed to Users as Lyric Displays, and the total number of times each Lyric displayed to Users via the Service as a Lyric Display has been displayed to Users as a Lyric Display.

8.2 The first payment and quarterly accounting statement(s) shall include payment and an accounting for any exploitation(s) licensed hereunder occurring prior to the execution of the Agreement.

8.3 All statements rendered by Licensee shall be incontestable within three years of the date due, unless an objection in writing is made for each such statement. Any objection

must specify, with particularity, the reason for such objection, and if an audit is to be conducted with respect to such statement, it must be conducted within three years of the issuance of such statement. Any action brought in connection with such audit shall be brought within two years of the date of the commencement of any such audit.

9. **Term.** The term of this Agreement shall commence as of the Effective Date, and unless earlier terminated in accordance with the terms of paragraph 13 hereof, shall continue for two years, to March 31, 2008 (the "**Initial Term**"). The Agreement shall thereafter be automatically extended for an additional nine month period, to December 31, 2008 (the "**Extension Period**"). The "**Term**" shall mean, collectively, the Initial Term and the Extension Period,

10. **Security.**

10.1 In connection with any use of EMI Composition and/or the Lyrics of any EMI Composition, Licensee shall implement and maintain copy protection and DRM technology and systems, consistent with industry best practices, including software and/or hardware functional limitations (collectively, "**Security Systems**") with respect to all aspects of the Service under its supervision and/or control, including, without limitation, Secured Servers and operating systems, that: (a) are designed to prevent unauthorized reproduction and distribution of EMI Compositions and/or the Lyrics of EMI Compositions, whether in the form of Digital Files or otherwise; (b) encrypt Digital Files and Lyric Files throughout the entire distribution chain (*i.e.*, Secured Server to User's Covered Device hard drive or other permitted device) with the then-most-current version of Microsoft's Windows Media DRM technology or a substantially equivalent DRM technology accepted within the industry; (c) are sufficient to track and enforce the use and other license limitations contemplated by this Agreement; and (d) generally meet or exceed then-current best practices within the industry for the licensed delivery of music via digital transmission and its reproduction on approved devices, and/or the licensed display of lyrics on approved devices, as the case may be.

10.2 To the extent Licensee employs third-party technology in order to operate the Service, Licensee shall continually maintain, upgrade, and employ the version of such technology which is generally consistent with industry best practices, including by (a) diligently monitoring applicable third-party notifications of bug-fixes, security holes and functionality improvements; and (b) obtaining, installing, and testing any available upgrades and bug-fixes that could help maintain the integrity of Licensee' Security Systems.

11. **Royalty and Security Compliance.**

11.1 In order to determine whether Licensee is in compliance with its obligations under this Agreement, including whether it is accounting to EMI on an accurate and timely basis (and whether Licensee' calculations of Gross Revenue, Gross Video Revenue, Gross Lyric Revenue, Advertising Revenue, Video Advertising Revenue, Lyric Advertising Revenue, Non-Music Related Advertising Revenue, eCommerce Referral Revenue, and Music-Related eCommerce Referral Revenue are correct), EMI shall be entitled, upon thirty (30) business days' notice to Licensee, to conduct or have a third party conduct an examination (a "**Compliance Examination**") of the books, records, operations and Security Systems of Licensee with respect to all exploitations covered by this Agreement and the calculations of Gross Revenue, Gross Video Revenue, Gross Lyric Revenue, Advertising Revenue, Video Advertising Revenue, Lyric Advertising Revenue, Non-Music Related Advertising Revenue, eCommerce Referral Revenue, and Music-Related eCommerce Referral Revenue, and to make copies and extracts thereof. Licensee shall cooperate with EMI and/or EMI's designated

representative to assist EMI and/or such representative in conducting such Compliance Examination and in understanding and making copies of all such material. Absent a good-faith basis to believe that Licensee is not in compliance with such obligations, EMI shall not seek to initiate a Compliance Examination of Licensee more frequently than once every twelve (12) months.

11.2 As part of any Compliance Examination, upon request by EMI or an examiner acting on its behalf (an "**Examiner**"), Licensee shall upon at least thirty (30) days written notice from EMI:

(a) provide access to any relevant information that may be the subject of such request, including without limitation any (i) books, records, files, logs, reports, compilations, usage data and other documentation, whether in paper or electronic form, that were or could be used or required to generate or verify Licensee' Statements and/or that reflect or summarize Licensee' Statements; (ii) copies of all agreements with third-parties, including without limitation, advertisers, that relate to the Service or any advertising, promotion, referral agreement, or sponsorship on the Service or in connection therewith, (iii) relevant financial information, including books, records, ledgers, reports, and other documentation, reflecting cash receipts and general revenue accounts to the extent such information relates directly or indirectly to the activities licensed under this Agreement; (iv) files, logs, reports, compilations, testing and monitoring data and other documentation related to and/or reflecting the operation and integrity of Licensee' Security Systems (such information, collectively with the items described in subsections (a)(i), (a)(ii) and (a)(iii) of this paragraph 11.2, "**Documentation**"); and (v) software, hardware or other technology used by Licensee in providing or maintaining the Service or supporting the provision of the Service;

(b) make available to EMI or any Examiner personnel who are familiar with the technical and operational aspects of Licensee' computer, hardware, software, and Security Systems (collectively, "**Operational Systems**"); and

(c) with the assistance of such personnel, provide EMI or any Examiner with real-time and historical access to the Operational Systems, sufficient to permit EMI or such Examiner(s) to conduct meaningful tests and analysis to verify that the Operational Systems are (i) properly and accurately tracking and reporting the use of the Licensed Works, as contemplated by the terms of this Agreement and (ii) in compliance with the security requirements set forth in paragraph 10 of this Agreement.

Licensee shall provide the information, systems access and personnel required by this paragraph 11.2 at no expense to EMI and, unless otherwise requested by EMI or its Examiner(s), at Licensee' place of business. All such tests and evaluations of the Operational Systems shall be done no more frequently than once in each calendar year. In the event that any agreement referred to in subparagraph 11.2(a)(ii) above contains confidential information, Licensee may redact such confidential information prior to providing the agreement to EMI, provided however that, at EMI's request, Licensee shall provide a sworn affidavit summarizing the material terms of the redacted portions of such agreement.

11.3 Licensee shall maintain, and shall make available to EMI in accordance with this paragraph 11, any and all Documentation that reasonably might be expected to be relevant to EMI in conducting a Compliance Examination, for a period of at least three (3) years following the expiration or termination of this Agreement, unless there is a Compliance Examination in progress or not fully resolved as of the expiration of such period, in which case the

Documentation shall be maintained until such Compliance Examination is fully resolved to the satisfaction of EMI.

11.4 If a Compliance Examination reveals a nonpayment or underpayment of royalties or other fees due to EMI, the amounts determined to be owing shall be subject to interest equal to the lesser of (a) prime or (b) the highest rate permitted by applicable law, calculated from the date the applicable fees were due and payable to the date of EMI's receipt of payment in full therefore. In the event a Compliance Examination reveals an underpayment of royalties or other fees due to EMI of five percent (5%) or greater for any individual Quarterly Accounting Period, Licensee shall reimburse EMI for the out-of-pocket costs of such Compliance Examination.

12. Representations and Warranties; Indemnity.

12.1 Licensee represents and warrants that: (a) it has the full right, power and authority to enter into and perform this Agreement in accordance with its terms and conditions; (b) it shall take all steps necessary to implement and shall comply with its security obligations set forth in paragraph 10; (c) it shall obtain from the relevant owners, at its own expense, any rights not granted hereunder that are necessary to convert EMI Compositions to Digital Files or to use or distribute Digital Files in accordance with this Agreement, and to convert the Lyrics of EMI Compositions into Lyric Files or to display the Lyric Files in accordance with this Agreement (including, without limitation, by acquiring any performance rights, rights in sound recordings embodied in Master Recordings and A/V Master Recordings, and rights to exploit EMI Compositions embodied in A/V Master Recordings as Limited Video Downloads and On-Demand Video Streams); and (d) Licensee' conversion of EMI Compositions into Digital Files and the Lyrics of EMI Compositions into Lyric Files, the reproduction, distribution and/or display thereof, and the Service and the operation thereof (including the display or other transmission of advertisements either alone or in connection with the exploitation of sound recordings, musical compositions, lyrics and/or other content) (i) do not and shall not, to the best of Licensee' knowledge, infringe upon or violate the intellectual property rights, privacy or publicity rights, or other rights of any third party, (ii) comply with all applicable laws, rules and regulations, and (iii) shall not result in any liability whatsoever to EMI.

12.2 EMI represents and warrants that it has the full right, power and authority to enter into this Agreement and perform its obligations hereunder, and to grant to rights granted to Licensee hereunder.

12.3 Licensee agrees to indemnify, defend and hold harmless EMI, ("**Indemnitee**") from and against any losses, injuries, damages, claims, expenses and costs (including without limitation reasonable attorneys' fees) ("**Claims**") incurred or suffered by Indemnitee, arising from any third-party actions, claims, suits or legal proceedings of any kind, caused by, arising from or related to: (a) Licensee' failure to perform any of its obligations under this Agreement and/or any breach or alleged breach of any representation, warranty or covenant hereunder; (b) the operation of the Service or Licensee' business; (c) any complaints or allegations of a User or other Licensee customer concerning Licensee, the Service, or any Digital File or Lyric File; and (d) any acts or omissions of any Licensee employee or agent. EMI shall promptly notify Licensee in writing of any Claim and allow Licensee to control the defense thereof; provided that (i) defense counsel for such Claims shall be subject to EMI's prior written approval, (ii) EMI may, at its option and expense, participate and appear on an equal footing with Licensee in such Claim, and (iii) Licensee may not settle such Claim without EMI's prior written approval.

12.4 EMI agrees to indemnify, defend and hold harmless Licensee, its respective officers, employees and agents, (collectively, the "**Licensee Indemnitees**") from and against any losses, injuries, damages, claims, expenses and costs (including without limitation reasonable attorneys' fees) ("**Claims**") incurred or suffered by any Licensee Indemnitee, arising from any third-party actions, claims, suits or legal proceedings of any kind, caused by, arising from or related to: (a) EMI's failure to perform any of its obligations under this Agreement and/or any breach or alleged breach of any representation, warranty or covenant hereunder; and (b) any acts or omissions of any EMI employee or agent. Licensee shall promptly notify EMI in writing of any Claim and allow EMI to control the defense thereof; provided that (i) defense counsel for such Claims shall be subject to Licensee' prior written approval, (ii) Licensee may, at its option and expense, participate and appear on an equal footing with EMI in such Claim, and (iii) EMI may not settle such Claim without Licensee' prior written approval.

13. Termination/Default.

13.1 Licensee understands and agrees that in the case of infringement, irreparable harm may be presumed, and EMI shall be entitled to seek appropriate injunctive relief, in addition to any other remedy that may be available at law or in equity, whether hereunder or otherwise.

13.2 To the extent permitted by applicable law, and without limitation, the occurrence of any of the following events shall also be considered a material breach of and default under this Agreement: (a) failure to timely pay any amount or other consideration described in paragraph 5 or 6 hereof; (b) the breach of any representation or warranty described in paragraph 12 hereof; (c) the exploitation of any musical composition owned or controlled by, or licensed to, EMI in a manner not permitted hereunder; (d) dissolution of and/or the liquidation of all of the assets of Licensee or the business unit(s) of Licensee operating the Service; (e) the filing of a petition in bankruptcy or insolvency or for an arrangement or reorganization by, for or against Licensee, which is not dismissed within 90 days; (f) the appointment of a receiver or trustee for all or a portion of the assets of Licensee or the business unit(s) of Licensee operating the Service, which are not dismissed or removed within 90 days; and (g) Licensee' assignment of assets for the benefit of creditors, which are not returned or reversed within 90 days. Upon the occurrence of any of the events described in this paragraph, without limiting any other remedy that may be available at law or in equity, whether hereunder or otherwise, this Agreement and all license authority pursuant to any Licenses issued hereunder shall automatically and immediately terminate without the requirement of any further action on the part of EMI.

14. Use of Trademarks; Publicity.

14.1 ***Trademarks, Names and Likenesses.*** Unless otherwise authorized by the other party in advance and in writing, neither party will use (whether directly or indirectly) or permit or authorize any third party to use (whether directly or indirectly) any trademark or logo of the other party, whether in advertisements, promotions, press releases, marketing materials or otherwise, and whether in connection with the Service or otherwise.

14.2 ***Publicity.*** Neither party shall issue or authorize any party to issue any press release or other public statement concerning this Agreement without the other party's prior written approval.

15. Miscellaneous.

15.1 ***Writer/EMI Credit.*** Licensee shall, to the extent commercially feasible, include in any graphics and/or imagery displayed in connection with any Digital File, written credit in legible form setting forth the names of the writer(s) and publisher(s) of the EMI Composition embodied in such Digital File and/or Lyric File. Failure to abide by the provisions of this paragraph shall not be a breach of this Agreement. In addition, Licensee welcomes any additional authorized information that EMI may provide with respect to its writers and publishers, with respect to the EMI Compositions, which Licensee may use to assist in promoting EMI Compositions and the Service.

15.2 ***Notices.*** All notices hereunder shall be in writing and shall be deemed effective (a) if provided by hand delivery, upon delivery; (b) if provided by nationally-recognized overnight courier, one (1) business day following the date sent; or (c) if provided by registered or certified U.S. mail, return receipt requested, five (5) business days following the date mailed. Notices shall be sent to the following addresses (as may be modified by written notice from one party to the other from time to time):

If to EMI:

EMI Entertainment World Inc.
1290 Avenue of the Americas
New York, New York 10104
Attention: Senior Vice President, Legal and Business Affairs

With a courtesy copy to:

Frank P. Scibilia
Pryor Cashman Sherman & Flynn LLP
410 Park Avenue
New York, New York 10022

If to Licensee:

Mohen, Inc.
95 Morton Street
New York, NY 10014
Attention: Chief Executive Officer

With a courtesy copy to:

Marc Jacobson
Greenberg Traurig
MetLife Building
200 Park Avenue
New York, NY 10166

15.3 ***Assignment.*** Licensee shall not assign, sell, transfer, delegate or otherwise dispose of, whether voluntarily or involuntarily, by operation of law or otherwise, this Agreement

or any of its rights or obligations under this Agreement without the prior written consent of EMI. Any purported assignment, sale, transfer, delegation or other disposition by Licensee shall be null and void. For purposes of this section, the terms "assign" and "assignment" shall not include any merger, consolidation, change of control, or sale of all or substantially all assets. Subject to the foregoing, this Agreement shall inure to the benefit of the parties and their respective successors and permitted assigns.

15.4 ***Entire Agreement; Amendment; Copyright Act Amendments of No Effect.*** This Agreement, including all exhibits, schedules and attachments hereto (incorporated herein by this reference), represents the entire understanding of the parties with respect to the subject matter hereof, supersedes all prior and contemporaneous agreements and understandings of the parties (whether written or oral) with respect to the subject matter hereof. This Agreement may not be altered or amended except in a written instrument executed by both parties. Any revisions pending as of the Effective Date to section 115 of title 17 of the U.S. Code, and any revision to section 117 of title 17 of the U.S. Code that may subsequently be enacted shall, regardless of form or content, have no affect whatsoever on the terms of this Agreement.

15.5 ***Governing Law; Jurisdiction.*** This Agreement shall be governed by, and construed in accordance with, federal law and/or the laws of the State of New York (without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of New York to the rights and duties of the parties). With respect to any action or proceeding arising out of this Agreement, the parties: (a) agree that the sole and exclusive venue for such action or proceeding shall be in a court of appropriate jurisdiction located in New York County, New York; (b) agree to the appropriateness of, and waive any objection concerning, the propriety and/or convenience of, proceeding in such venue; and (c) consent to the personal jurisdiction of such court.

15.6 ***Severability; Waiver.*** If a court should determine that any part of this Agreement is invalid or unenforceable, such provision shall be enforced to the maximum extent possible so as to affect the intent of the parties, and the remainder of this Agreement shall remain in full force and effect. Performance of any obligation required of a party hereunder may be waived only by a written waiver signed by a duly authorized officer of the other party, which waiver shall be effective only with respect to the specific obligation described therein.

15.7 ***Cumulative Remedies.*** Except as otherwise expressly provided herein, no remedy specified in this Agreement is intended to be exclusive of any other remedy, and each and every remedy will be cumulative and in addition to every other right or remedy provided herein or available at law or in equity.

15.8 ***Headings.*** The titles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

15.9 ***Assistance of Counsel.*** Each party hereto acknowledges that it has been represented by its own independent counsel, who has reviewed this Agreement and discussed the terms herein with his or her respective client prior to execution.

15.10 ***Counterparts.*** This Agreement may be executed in multiple counterparts and delivery of an executed counterpart may be made by facsimile, each such counterpart to be considered and accepted as an original, and all such counterparts together to constitute a single Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date:

MOHEN, INC. D/B/A SPIRAL FROG

By: _____

Print name: S F R Kent
Title: CEO
Date: 9-28-06

EMI ENTERTAINMENT WORLD INC.

By: _____

Print name: Claude Miller
Title: General Counsel Worldwide
Date: 8.30.06

EXHIBIT A

DESCRIPTION OF THE SERVICE

EXHIBIT CO 0224

JOBETE MUSIC CO. INC.
BLACK BULL MUSIC
810 Seventh Avenue
New York, New York 10019

Dated: March 14, 2006
Effective: November 22, 2005

Twentieth Century Fox, A Division of Twentieth Century Fox Film Corporation
10201 West Pico Blvd.
Los Angeles, CA 90035

1. The musical composition (hereinafter referred to as "Composition") covered by this license is:

HIGHER GROUND written by Stevie Wonder

2. The production (hereinafter referred to as "Production") covered by this license is:

MY NAME IS EARL - EPISODE #1ALJ08

3. The type, duration and use of the Composition to be recorded are:

One (1) background vocal / 2:00

4. The territory ("Territory") covered hereby is:

World

5. The term ("Term") of the license and grant of rights made herein is:

Perpetuity commencing November 22, 2005

REDACTED

6. In consideration of the sum of [redacted] receipt of which is hereby acknowledged, JOBETE MUSIC CO., INC. and BLACK BULL MUSIC (hereinafter individually and collectively referred to as "Publisher") hereby grants to Twentieth Century Fox, A Division of Twentieth Century Fox Film Corporation (hereinafter referred to as "Producer") the non-exclusive, limited right, license, privilege, and authority to record the aforesaid type and use of the Composition in synchronism or in timed-relation with the Production, but not otherwise, and to make copies of such recordings in the form of negatives and prints necessary for broadcast on television as hereinafter provided for, in accordance with the terms, conditions and limitations hereinafter set forth below.

The right to exhibit the Production in the Territory is subject to the following:

(a) The Production may be exhibited by means of free, pay, basic cable, all forms of satellite transmission ("Satellite TV"), subscription or closed circuit into homes or hotels/motels television stations and systems provided that the free, pay, basic cable, Satellite TV, subscription or closed circuit into homes or hotels/motels television stations and systems have valid performance licenses therefor from American Society of Composers, Authors and Publishers ("ASCAP").

(b) Exhibition of the Production by means of free, pay, basic cable, Satellite TV, subscription or closed circuit into homes or hotels/motels television stations and systems not licensed by ASCAP is subject to clearance of the performing rights either from Publisher or ASCAP or from any other licensor acting for or on behalf of Publisher.

(c) Payment of the fee set forth above shall be made as follows:

REDACTED

REDACTED

7 Subject to the terms and conditions of this paragraph 7 and to the payment of an additional fee, payable upon exercise of the option, of , Publisher grants Producer an option, within twenty four (24) months of the initial broadcast of the Production, the non-exclusive right to perform the Composition in the exhibition of the Production on any commercial carrier such as commercial airlines, trains, ships and buses, as well as distribution to educational institutions, churches, libraries, hospitals, prisons, military bases and similar places of non-commercial nature, including oil rigs operated by U.S. or Canadian companies, etc.. It is understood that such rights are subject to clearance by performance rights societies in accordance with their customary practices and the payment of their customary fees.

8. Irrespective of any of the foregoing, it is understood that clearance by performance rights Societies in such portion of the Territory as is outside of the United States will be in accordance with their customary practices and the payment of their customary fees.

REDACTED

9. Subject to the terms and conditions of this paragraph 9, and to the payment of an additional fee due upon exercise of the option of Publisher also grants Producer an option, exercisable by thirty (30) days written notice to Publisher within twenty four (24) months of the initial broadcast of the Production for the non-exclusive limited right to reproduce the Composition, as recorded in the Production on all forms of home video in the form of videocassettes and videodiscs (linear format only), manufactured primarily for distribution for the purpose of "home use" only ("Videograms") and to distribute them by sale or otherwise throughout the World excluding the United States and Canada in perpetuity; provided, however that Producer shall not be permitted to use the Composition in any device which does not embody the Production substantially as generally released or which is programmed in such a manner as to permit the viewer to manipulate the images and/or audio program material in a non-linear (i.e. non-sequential) progression. For the purposes hereof, the inclusion of "chapter stops" or other addressable locator codes of any kind on the applicable storage device shall not be deemed to constitute non-linear manipulation. For the avoidance of doubt, this agreement explicitly excludes a grant of rights for digital download.

REDACTED

10. Subject to the terms and conditions of this paragraph 10, and to the payment of an additional fee due upon exercise of the option of Publisher also grants Producer an option, exercisable by thirty (30) days written notice to Publisher within twenty four (24) months of the initial broadcast of the Production for the non-exclusive limited right to reproduce the Composition, as recorded in the Production on all forms of home video in the form of videocassettes and videodiscs (linear format only), manufactured primarily for distribution for the purpose of "home use" only ("Videograms") and to distribute them by sale or otherwise throughout the United States and Canada in perpetuity; provided, however that Producer shall not be permitted to use the Composition in any device which does not embody the Production substantially as generally released or which is programmed in such a manner as to permit the viewer to manipulate the images and/or audio program material in a non-linear (i.e. non-sequential) progression. For the purposes hereof, the inclusion of "chapter stops" or other addressable locator codes of any kind on the applicable storage device shall not be deemed to constitute non-linear manipulation. For the avoidance of doubt, this agreement explicitly excludes a grant of rights for digital download.

REDACTED

11. Subject to the terms and conditions of this paragraph 11, and to the payment of an additional fee due upon exercise of the option of : . Publisher also grants Producer an option, exercisable by thirty (30) days written notice to Publisher within twenty four (24) months of the initial broadcast of the Production for the non-exclusive limited right to reproduce the Composition, as recorded in the Production on all forms of home video in the form of videocassettes and videodiscs (linear format only), manufactured primarily for distribution for the purpose of "home use" only ("Videograms") and to distribute them by sale or otherwise throughout the World in perpetuity; provided, however that Producer shall not be permitted to use the Composition in any device which does not embody the Production substantially as generally released or which is programmed in such a manner as to permit the viewer to manipulate the images and/or audio program material in a non-linear (i.e. non-sequential) progression. For the purposes hereof, the inclusion of "chapter stops" or other addressable locator codes of any kind on the applicable storage device shall not be deemed to constitute non-linear manipulation. For the avoidance of doubt, this agreement explicitly excludes a grant of rights for digital download.

12. Payment of all fees in theis Agreementshall be made as follows:

REDACTED

13. During the Term hereof, if Producer shall pay to a record company, a fee on a pro-rata basis in excess of the fees set out herein for the fixation and license of the Composition as used in the Production, Producer shall pay to Publisher a corresponding pro-rata amount equal to the difference between the fee set out herein and the fee paid to said record company and this license shall be deemed to contain such more favorable fee retroactive to the date of this agreement. MFN

14. (a) This Agreement does not authorize or permit any use of the Composition not expressly set forth herein and does not include the following rights:

(i) to alter the fundamental character of the music or create lyrics of the Composition and specifically the terms of this Agreement are limited to the use of the Composition only as originally fixed in the Production (i.e. manner, placement, use);

(ii) to parody the music and/or lyrics of the Composition;

(iii) to make foreign adaptations and/or translations of the music and/or lyrics of the Composition;

(iv) to use the title or subtitle of the Composition as the title of the production;

(v) to use the story of the Composition or dramatically depict the Composition;

(vi) to use a particular master recording or soundalike recording and/or any audiovisual master of the Composition not owned or separately licensed by Producer, such rights to be licensed separately from the applicable copyright owner thereof, it being specifically understood and agreed that Publisher makes no representation and warranty as to the use of any master recording or soundalike recording of the Composition;

(vii) to make any other use of the Composition not expressly authorized hereunder; or

(viii) to use the Composition on any on-line services (whether viewable in real time or downloadable), on any interactive program, platform, media or storage device, or any promotional use not specifically enumerated herein. Use of the Composition on any such service, program, platform, medium, or storage device, or promotional use not specifically enumerated herein, shall require Publisher's prior written consent. Publisher reserves all rights not expressly granted to Producer hereunder. All rights granted hereunder, except as shall be expressly specified to the contrary, are granted on a non-exclusive basis.

(b) No right whatsoever is being granted hereunder to use or authorize other persons to use the names (including any professional names, previously, now or hereafter used), facsimile signatures, voices, likenesses or biographical material of, concerning, or regarding any of the composers of the Composition for any purpose whatsoever, including, without limitation, for purposes of exploitation of the Production.

15. Producer may use the Composition as it appears in the Production for television excerpts and/or trailers, in context, only in connection with the advertising and exploitation of the Production.

16. The rights hereinabove granted shall endure for the worldwide period of all copyrights in and to the Composition, to the extent that Publisher may now own or control same, and any and all renewals or extensions thereof which Publisher may hereafter acquire but, in the latter instance, Producer shall not be required to pay any additional fees or compensation beyond those prescribed above, with respect to the rights herein granted.

17. (a) Publisher warrants that it has the legal right, power and authority to grant this license and this license is given and accepted without any other warranty or recourse. Publisher hereby agrees to indemnify and hold harmless Producer and its respective officers, directors, agents, and employees (hereinafter, the "Indemnitees") from and against any and all liabilities, damages, costs, charges, recoveries, judgments, penalties, expenses or losses of whatsoever kind or nature, actually incurred by Indemnitees (including reasonable attorneys' fees and disbursements) which may be obtained against, imposed upon or suffered by the Indemnitees or any of them, by reason of any breach by Publisher of any of its warranties or representations hereunder. In no event shall the total liability of Publisher in connection with the rights granted for the Composition licensed hereunder exceed the consideration received by Publisher in connection with the Licensing of said Composition. Producer will give Publisher prompt notice of any claim and Publisher will have the right to assume the defense thereof at Publisher's expense.

(b) Producer represents and warrants that there are no actions, suits, proceedings, agreements or other impediments, actual or threatened, which would prevent or impair it from performing its duties and obligations hereunder; that it is fully empowered to enter into this Agreement and to perform its duties and obligations hereunder, that it is and shall at all times remain possessed of all rights necessary for it to completely fulfill all of its material obligations hereunder, and that its entering into this Agreement and fulfilling such obligations does not and shall not infringe upon the rights of any person whatsoever. Producer agrees to indemnify and hold Publisher and its respective officers, directors, and employees harmless from and against any and all liabilities, damages, costs, charges, recoveries, judgments, penalties, expenses or losses of whatsoever kind or nature, actually incurred by Indemnitees (including reasonable attorneys' fees and disbursements) which may be obtained against, imposed upon or suffered by Publisher, by reason of any breach by Producer of any of its warranties or representations. Producer's representations, warranties and indemnifications shall apply throughout the Term and shall survive the expiration of the Term hereof.

18. Publisher reserves all rights not expressly granted to Producer hereunder. All rights granted hereunder are granted on a non-exclusive basis.

19. Subject to paragraph 20 below, Producer agrees to furnish Publisher and ASCAP with a cue sheet of the Production on execution of this license. This agreement shall be deemed of no force and effect until such time as Publisher has received said cue sheet within the time period set forth in this license.

20. (a) Subject to subparagraph (b) below, this license in its entirety (both recording and performing rights) shall automatically terminate if: (i) the license fee due under this agreement under paragraph 6 has not been paid in full upon execution of this agreement, (ii) the license fees due under paragraphs 7, 9, 10 and 11 have not been paid in full upon exercise of the options.

(b) (i) Without limiting or affecting the rights or remedies which Publisher may have under this agreement or at law, with respect to Producer's obligations under this Agreement, it is agreed that in the event of a default or breach on the part of Producer other than for the nonpayment of any monies whatsoever due to Publisher under this Agreement, Publisher will notify Producer in writing of such default or breach and Producer shall have thirty (30) days from receipt of such notice in which to cure such default or breach. If such breach or default is not curable or if not cured within said thirty (30) day period, this Agreement shall automatically terminate;

(ii) Notwithstanding the foregoing in subparagraph (b)(I) hereinabove, with respect to the payment of any monies whatsoever due to Publisher under this Agreement, this Agreement shall be deemed void ab initio and of no force or effect if payment in full is not received by Publisher within fifteen (15) business days from the date of receipt by Producer of notice of such nonpayment, and Publisher, in such event, and without prejudice to any other rights and remedies, shall have all rights and remedies for copyright infringement available pursuant to any applicable copyright laws throughout the world and all other rights and remedies available under any other law, including without limitation, under trademark law.

(c) Notwithstanding anything to the contrary contained in subparagraph 19(b) of this paragraph, if the payment set forth in paragraph 6 has been paid in full, Publisher shall not be entitled to seek injunctive relief; provided, however, that Publisher hereby reserves the right to injunctive relief in respect of any use of the Composition in any service, program, medium, device or otherwise the rights to which are not specifically granted to Producer by Publisher under this Agreement.

21. This license is binding upon and shall inure to the benefit of the respective licensees, successors and/or assigns of the parties hereto. Publisher may assign this Agreement and any of its rights hereunder in whole or in part to any Person which controls, which is controlled by, or which is under common control with, Publisher, or which is in partnership with Publisher and/or any of its affiliates, or to any Person acquiring all, or a substantial part of, Publisher's stock and/or assets or with whom Publisher may merge. Producer may transfer or assign this license without Publisher's written consent, provided, however, that such assignment or transfer shall not relieve Producer of its obligations and liabilities hereunder.

22. This Agreement has been entered into and delivered in the State of New York, and the validity, interpretation and legal effect of this Agreement shall be governed by, and construed in accordance with, the internal laws of the State of New York applicable to contracts entered into and performed entirely within the State of New York. Only the New York courts (state and federal) will have jurisdiction over any controversies regarding this Agreement and the transactions contemplated by this Agreement; any action or other proceeding which involves such a controversy will be brought in those courts, in New York County, and not elsewhere. Producer hereby irrevocably submits to the jurisdiction of the New York courts (state and federal) in any such action or proceeding and irrevocably waives any right to contest the jurisdiction (in rem or in personam) or power or decision of that court within or without the United States other than appropriate appellate courts. Producer also irrevocably waives any defense of

inconvenient forum to the maintenance of any such action or proceeding. Any process in any such action or proceeding may, among other methods, be served upon you by delivering it or mailing it, by registered or certified mail, directed to the address specified on page 1 of this Agreement. Any such delivery or mail service shall be deemed to have the same force and effect as personal service within the State of New York.

23. All notices hereunder required to be given to Producer shall be sent to Producer at the address mentioned herein or to such other address as Producer may hereafter designate by notice in writing to Publisher. All notices, payments and royalties hereunder required to be made to Publisher shall be sent to Publisher at the following address or to such other address as Publisher may hereafter designate by notice in writing to Producer:

EMI Music Publishing
810 Seventh Avenue
New York, New York 10019
Attention: Music Services Licensing, Rod Kotler

24. This Agreement contains the entire understanding of the parties to this Agreement relating to the subject matter of this Agreement and cannot be modified or terminated except by an instrument signed by an officer of Publisher and Producer. All prior and contemporaneous conversations, negotiations, agreements, and alleged agreements, representations, covenants and warranties concerning the subject matter of this Agreement are merged herein. This is a fully-integrated agreement. A waiver by either Party of any term or condition of this Agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations, and agreements contained in this Agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, obligation or agreement of either Party, whether expressed herein, or otherwise.

25. This license shall not be changed or modified, or any covenant, representation, warranty or provision hereof waived, except by a license in writing signed by the party against whom such change, modification or waiver is sought to be charged.

26. This Agreement shall not become effective until executed by all proposed Parties hereto.

IN WITNESS WHEREOF, the parties have caused the foregoing to be executed as of the date first above written.

JOBETE MUSIC CO. INC.
BLACK BULL MUSIC
(per oral authorization from Johanan Vigoda)

By _____
Publisher
Fed.I.D. #38-1641511

Twentieth Century Fox, A Division of Twentieth Century Fox Film Corporation

By _____
Producer

Black Bull Music and Jobete Music Co., Inc.
810 Seventh Avenue
New York, New York 10019

Dated: April 25, 2006, as of April 24, 2006

McGarry Bowen, L.L.C.
601 West 26th Street, Suite 1150,
New York, NY 10001

This agreement ("Agreement") will confirm the understanding between McGarry Bowen, L.L.C. ("Agency") as agent for J.P. Morgan Chase & Co. ("Licensee") and Black Bull Music and Jobete Music Co., Inc. (collectively "Publisher") concerning Publisher's one hundred percent (100%) copyright interest in the musical composition (the "Composition") entitled "Uptight "Everything's Alright"" composed by Stevie Wonder, Sylvia Moy and Henry Cosby (the "Composers").

1. Grant of Rights

(a) Media. During the Term and in the Territory, subject to the terms and conditions of this Agreement and provided that Licensee has fully complied with the same, Publisher grants to Licensee the non-exclusive right, except as modified herein below, to arrange and record the Composition in synchronization with film, video or audio tape to be used solely in connection with the production of one (1) up to sixty (0:60) second television commercial (the "Commercial") advertising Licensee's financial products and services (the "Product"), and to exhibit and/or broadcast the Commercial in the following media:

(i) on cable television stations and systems (the "TV Media");

(ii) at internal sales and/or training meetings and seminars, and at industry trade shows and conventions, or at events at which Licensee is a sponsor or attendee, on public relations (interview/entertainment) programs or for internal purposes, and for publicity purposes, in the context of promoting the advertising campaign for which the Commercial is being produced hereunder, e.g., on news programming and entertainment news programming such as, without limitation, Entertainment Tonight (the "Industrial Media");

(iii) during the on-hold portion of telephone calls placed to Licensee's telephone numbers (the "On-Hold Media"); and

(iii) in the Internet Territory the right to exhibit and/or broadcast the Commercial in streaming format on Licensee's proprietary website and Agency's proprietary website (each a "Website", and collectively the "Websites"), provided that the Commercial (and the Composition) as embedded in the applicable web page of the Websites cannot and shall not be offered or provided in or as a separate, downloadable, or alterable file (the "Internet Media"); and, to publicly perform the Composition (as embedded in the Commercial) in the Internet Media throughout that portion of the Internet Territory comprised of the United States.

(b) Versions. The Commercial may be edited to create edits, lifts, or tags of equal or shorter duration (each, a "Version") provided that no Version shall materially deviate from the original creative concept of its subject Commercial. Each Version may be exhibited and/or broadcast in the same media as its subject Commercial. For purposes of this Agreement, the term "Commercial" shall be deemed to include the Commercial and each Version thereof.

(c) Exclusivity. Publisher hereby acknowledges and agrees that during the Term and in the Territory Publisher will not grant any license to use the Composition in the advertising, marketing or promotion of any financial institutions (the "Exclusivity"). It is agreed and understood that the Exclusivity does not extend to the Internet Media in the Internet Territory.

2. Territory

The "Territory" hereof shall be the United States, its possessions and commonwealths (including Puerto

Rico), except that the "Internet Territory" shall be the World.

3. Term

The "Term" of the Agreement shall be one (1) year, commencing April 24, 2006 and terminating April 23, 2007. Licensee will promptly furnish Publisher with written confirmation of the first air date of a Commercial during the Term.

4. Licensing Fee(s)

(a) In consideration of the rights granted herein, Licensee shall pay Publisher a nonreturnable licensing fee (the "Fee") of Three Hundred Ten Thousand Dollars ($310,000.00) payable upon execution hereof. The parties hereto acknowledge that of the said sum, One Hundred ($100.00) Dollars thereof shall be deemed to constitute the fee for the right to perform the Composition in connection with the Internet Media during the Term in that portion of the Internet Territory comprised of the United States.

(b) The Fee shall be payable as follows:

(i) Seventy and One Half Percent (70.5%) thereof shall be payable to Black Bull Music, c/o Steveland Morris, 4616 Magnolia Blvd., Burbank, CA 91505 (Tax I.D. No. 13-2912803) and shall be sent to EMI (as defined in subparagraph A of Publisher's Standard Terms and Conditions set forth below) for delivery to Black Bull;

(ii) Four and One Half Percent (4.5%) of thereof shall be payable to Johanan Vigoda, P.O. Box 6269, Stateline, NV 89449, (SSIN 055-20-2046) and shall be sent to EMI for delivery to Vigoda; and

(iii) Twenty Five Percent (25%) of thereof shall be shall be payable to Jobete Music Co. Inc., 810 Seventh Avenue, New York, New York 10019 (Tax I.D. No. 38-1641511).

(c) During the Term hereof, if Licensee shall pay to an entity which owns/controls the master recording of the Composition used in the Commercial, a fee in excess of the fees set out herein, or shall license on terms more favorable than those set forth herein, for the fixation and license of the Composition as used in the Commercial, Licensee shall pay to Publisher a corresponding amount equal to the difference between the fee set out herein and the fee paid to said master owner and this Agreement shall be deemed to contain such more favorable term or condition retroactive to the date of this Agreement. Upon request, Licensee shall supply to Publisher copies or relevant extracts or summaries of all agreements between Licensee and such master owner(s).

5. Performance Rights/Print Rights

(a) Except with respect to the Internet Media in that portion of the Territory comprised of the United States, no right of public performance is granted under this Agreement, such right being licensed by the American Society of Composers, Authors and Publishers ("ASCAP") and by Broadcast Music, Incorporated ("BMI") or such other performing rights society representing Publisher in the Territory. On any notification that is required by stations over which the Commercial is broadcast/exhibited, Licensee shall indicate that Publisher is the proprietor of the copyright in the Composition and that only said writers indicated above are to receive writer credit therefor. Promptly after completion of the broadcasts for an entire cycle, Licensee shall furnish Publisher with electronic reports of all uses of the Composition pursuant to this Agreement, including the names and addresses of the stations over which the Commercial(s) is/are broadcast, time, date, isci code (for the United States), programs, type of usage (i.e., original/vocal, instrumental, parody) thereof.

(b) Licensee acknowledges that all elements of the reporting requirements in this paragraph are of the essence to this Agreement. Licensee further acknowledges and agrees that should Licensee default in any of such reporting requirements and such default results in the non-receipt of advertising performance revenues which would have been paid by the applicable performance society(ies) hereunder, then Licensee shall be liable to Publisher and writer(s) for all performance distribution monies which would otherwise have been so paid. Such payments shall promptly be made by Licensee on a semi-annual basis.

(c) Exhibition or broadcast of the Commercial by stations and systems ("Stations") not licensed by the applicable performance society(ies) hereunder, is subject to clearance of the performing right either from Publisher or such society(ies) or from any other licensor acting for or on behalf of Publisher. If said license is to be secured from

Publisher, Publisher agrees to negotiate in good faith and the issuance of such license shall be in accordance with the customary industry practices and fees. In no event shall the negotiations exceed ninety (90) days from the date the Stations advise Licensee, Publisher or the applicable performing rights society(ies) that the Stations do not have a performance license.

(d) Unless otherwise expressly licensed hereunder, this Agreement does not include a grant by Publisher to Licensee of the right to use or reprint the title and/or lyric(s) of the Composition in connection with the Product, the Commercial or otherwise.

(e) Irrespective of any of the foregoing, it is understood that clearance by performance rights societies in such portion of the Territory as is outside of the United States will be in accordance with their customary practices and the payment of their customary fees.

6. Publisher's Standard Terms and Conditions.

Publisher's Standard Terms and Conditions are attached hereto and made a part hereof.

Accepted and agreed:

Black Bull Music (per oral authorization from Johanan Vigoda) and Jobete Music Co., Inc.

By _____
Publisher

McGarry Bowen, L.L.C. as agent for J.P. Morgan Chase & Co.

By _____
Licensee
Dir. Business Affairs

PUBLISHER'S STANDARD TERMS AND CONDITIONS:

A. Licensing Fee(s)

Payments hereunder shall be in United States Dollars, and shall be sent to EMI Entertainment World, Inc. by executing a paper check through a United States bank made payable to EMI Entertainment World, Inc., or, alternatively, by method of telegraphic bank wire transfer as follows: JP Morgan Chase Bank, 1 Chase Manhattan Plaza, New York, NY 10081, ABA# 021000021, SWIFT CODE: CHASUS33, EMI Music Publishing: Account# 323-662560.

B. Assignment

Publisher may assign this Agreement and any of its rights hereunder in whole or in part to any party which controls, which is controlled by, or which is under common control with, Publisher, or which is in partnership with Publisher and/or any of its affiliates, or to any party acquiring all, or a substantial part of, Publisher's stock and/or assets or with whom Publisher may merge. Licensee may not assign this Agreement, or any of its rights hereunder, without the prior written consent of Publisher.

C. Warranties, Representations and Indemnity

(a) Publisher warrants that it has the legal right, power and authority to grant this license and this license is given and accepted without any other warranty or recourse. Subject to Licensee's full compliance with all of the material terms and conditions contained in this Agreement, Publisher hereby agrees to indemnify and hold harmless Licensee and its respective officers, directors, agents, and employees ("Indemnitees") from and against any and all liabilities, damages, costs, charges, recoveries, judgments, penalties, expenses or losses of whatsoever kind or nature, actually incurred by Indemnitees (including reasonable attorneys' fees and disbursements) which may be obtained against, imposed upon or suffered by the Indemnitees, by reason of any breach by Publisher of any of its warranties or representations hereunder. In no event shall the total liability of Publisher in connection with the rights granted for the Composition licensed hereunder exceed the consideration received by Publisher in connection with the licensing of said Composition. Licensee will give Publisher prompt notice of any claim and Publisher will have the right to assume the defense thereof at Publisher's expense.

(b) Licensee represents and warrants that there are no actions, suits, proceedings, agreements or other impediments, actual or threatened, which would prevent or impair it from performing its duties and obligations hereunder; that it is fully empowered to enter into this agreement and to perform its duties and obligations hereunder, that it is and shall at all times remain possessed of all rights necessary for it to completely fulfill all of its material obligations hereunder, and that its entering into this agreement and fulfilling such obligations does not and shall not infringe upon the rights of any person whatsoever. Licensee agrees to indemnify and hold harmless Publisher and its respective officers, directors and employees (hereinafter, the "Licensee Indemnitees") from and against any and all liabilities, damages, costs, charges, recoveries, judgments, penalties, expenses or losses of whatsoever kind or nature, actually incurred by the Licensee Indemnitees (including reasonable attorneys' fees and disbursements) which may be obtained against, imposed upon or suffered by the Licensee Indemnitees, by reason of any breach by Licensee of any of its warranties or representations hereunder. Licensee's warranties, representations and indemnification shall apply throughout the Term and shall survive the expiration thereof.

D. Arrangements

Any arrangement(s) which Licensee shall cause to be made of the Composition shall be made at Licensee's own expense and shall be created only as the result of employment-for-hire, and such arrangement shall be "Work Made For Hire" as such term is used in the United States Copyright Law. Licensee hereby sells, assigns and transfers any such arrangement to Publisher and the worldwide copyright and renewals and extensions of copyright therein. The arranger shall not be entitled to authorship credit or status as a collaborator or any remuneration by way of royalty or otherwise from the authors of the Composition or from Publisher or from any performing rights society. No arrangement shall change the basic melody of the Composition. Licensee shall promptly furnish Publisher with one (1) ½" VHS, one (1) ½" Beta, one (1) DVD, and one (1) audio copy (via MP3 or otherwise) of the Commercial(s) and each Version produced hereunder. Publisher shall have the unrestricted right to exhibit the Commercial(s) for internal creative purposes, and at internal meetings.

E. No Partnership

Nothing herein contained shall create any association, partnership, joint venture or relationship of principal and agent between the parties hereto; it being understood that the parties hereto are with respect to each other independent contractors, and neither party shall have any authority to bind the other or the other's representatives in any way and shall not hold itself out to any third party as having authority.

F. Cure

Without limiting or affecting the rights or remedies which Publisher may have under this Agreement at law or equity, with respect to Licensee's obligations under this Agreement, it is agreed that in the event of a default or breach on the part of Licensee, Publisher will notify Licensee in writing of such default or breach and Licensee shall have ten (10) business days (except five (5) business days if with respect to payment of any monies whatsoever) from receipt of such notice in which to cure such default or breach after which time this Agreement and all of Licensee's rights and remedies hereunder shall automatically terminate. In the event of an automatic termination under this paragraph and without prejudice to any other rights and remedies, Publisher shall have the rights and remedies for copyright infringement, including injunctive relief. The termination of this Agreement pursuant to this paragraph shall render the further exhibition of the Commercial actionable as an act of copyright infringement fully subject to the remedies provided by the Copyright Act, Title 17, of the United States Code, together with other legal and equitable remedies available to Publisher.

G. Governing Law

This Agreement has been entered into and delivered in the State of New York and the validity, interpretation and legal effect of this Agreement shall be governed by and construed in accordance with the internal laws of the State of New York applicable to contracts entered into and performed entirely within the State of New York. Only the New York courts (state and federal) will have jurisdiction over any controversies regarding this Agreement, and the transactions contemplated by this Agreement; any action or other proceeding which involves such a controversy will be brought in those courts, in New York County, and not elsewhere. Licensee and Publisher hereby irrevocably submit to the jurisdiction of the New York courts (state and federal) in any such action or proceeding and irrevocably waive any right to contest the jurisdiction (in rem or in personam) or power or decision of that court within or without the United States other than appropriate appellate courts having jurisdiction over appeals from such court(s). Licensee also irrevocably waives any defense of inconvenient forum to the maintenance of any such action or proceeding. Any process in any action or proceeding may, among other methods, be served upon Licensee by delivering it or mailing it by registered or certified mail, directed to the address specified in this Agreement. Any such delivery or mail service shall be deemed to have the same force and effect as personal service within the State of New York.

H. Notices

All notices hereunder required to be given to either party shall be sent to such party at the address set forth above or to such other address as such party may hereafter designate by notice in writing to the other party. Notice sent to Publisher shall be sent to the attention of the Senior Vice President, Music Services Licensing.

I. Reservation of Rights/Restrictions

This Agreement does not authorize or permit any use of the Composition not expressly set forth herein and does not include the following rights unless otherwise expressly set forth herein: to alter the fundamental character of the music or the lyrics of the Composition; to parody the music and/or create parody lyrics of the Composition and/or to make foreign adaptations and/or translations of the music and/or lyrics of the Composition unless and until such parody lyrics and/or translation shall have been approved in writing by Publisher prior to use in the Commercial; to use the story of the Composition or dramatically depict the Composition; to use a particular master recording or soundalike recording and/or any audiovisual master of the Composition not owned or separately licensed by Licensee, such rights to be licensed separately from the applicable copyright owner thereof, it being specifically understood and agreed that Publisher makes no representation and warranty as to the use of any master recording

or soundalike recording of the Composition (i.e., the music track and/or vocal used in the Commercial(s) shall not feature performances in a style or manner similar to that of any recording artist or group of artists who have made a distinctive recording of the Composition or be recorded or presented in any manner which might lead the general public to believe that any such individual or group were performing the Composition or endorsing the Product); to use the Composition in any manner not specifically enumerated herein or with respect to which no grant of rights is specified. Use of the Composition on any service, program, platform, medium, or storage device, or promotional use not specifically enumerated herein, shall require Publisher's prior written consent. Publisher reserves all rights not expressly granted to Licensee hereunder. All rights granted hereunder, except as shall be expressly specified to the contrary, are granted on a non-exclusive basis. No right whatsoever is being granted hereunder to use or authorize other persons to use the name (including any professional names, previously, now or hereafter used), facsimile signatures, voices, likenesses or biographical material of, concerning, or regarding (any of) the writer(s) of the Composition for any purpose whatsoever, including, without limitation, for purposes of exploitation of the Product.

J. Termination

Upon termination of this Agreement, Licensee shall not make or permit any use of the Commercial(s), except as may be required by Licensee for creative reference use.

K. Bankruptcy

In the event of Licensee's dissolution or the liquidation of its assets, or the filing of a petition in bankruptcy or insolvency, or for an arrangement or reorganization, by, for, or against Licensee or the appointment of a trustee, receiver, custodian or similar appointee for Licensee or for any of its property or Licensee consenting to any such appointment, or if Licensee makes an assignment for the benefit of creditors or commits any act for or in bankruptcy or becomes insolvent, then at any time after the occurrence of any such event, in addition to any other remedies under this Agreement or otherwise, Publisher shall have the right to terminate the Term of this Agreement by written notice to Licensee which termination shall be effective upon Licensee's receipt of such notice of termination.

L. Entire Agreement

This Agreement sets forth the entire understanding between the parties to this Agreement relating to the subject matter of this Agreement and cannot be modified or terminated except by an instrument signed by an officer of Publisher and Licensee. All prior and contemporaneous conversations, negotiations, agreements and alleged agreements, representations, covenants and warranties concerning the subject matter of this Agreement are merged herein. This is a fully integrated agreement. A waiver by either party of any term or condition of this Agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations and agreements contained in this Agreement shall be cumulative, and none of them shall be in limitation of any other remedy, right, undertaking, obligation or agreement of either party, whether expressed herein or otherwise. Licensee shall comply with all applicable laws and limitations regarding the subject matter hereof, including but not limited to copyright laws, throughout the Territory. The rights granted herein shall be subject to any applicable rules and regulations of any local rights, collection or other society to whom Publisher has granted or may grant rights in or with respect to the Composition affected by this Agreement anywhere in the Territory. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not essential to the intended operation of this Agreement.

M. Captions

The captions of paragraphs contained in this Agreement are for reference only and are not to be construed in any way as a part of the Agreement.

N. Miscellaneous

This Agreement shall not become effective until executed by all proposed parties hereto.

EMI BLACKWOOD MUSIC INC.;
EMI APRIL MUSIC INC.,
810 Seventh Avenue,
New York, New York 10019

Dated: April 3, 2006
Effective Date: March 31, 2006

1. The musical composition (hereinafter referred to as "Composition") covered by this license is:

"I AIN'T HEARD OF THAT" (75%) written by PHARRELL WILLIAMS, SHAWN CARTER and CHAD HUGO

2. The motion picture ("Motion Picture") covered by this license is:

ATL

3. The type, maximum duration and number of uses of the Composition to be recorded are:

One (1) Background Vocal for 1:27

4. The territory ("Territory") covered hereby is:

The World

REDACTED

5. IN CONSIDERATION of the sum of to be paid upon execution and delivery hereof, in accordance with the invoice attached hereto and made a part hereof EMI BLACKWOOD MUSIC INC. and EMI APRIL MUSIC INC., 810 Seventh Avenue, New York, New York 10019 (hereinafter collectively referred to as "Publisher") hereby grants to Sweet Tea Pictures, LLC. c/o Warner Bros. Pictures, 4000 Warner Boulevard, Burbank, California 91522 ("Producer") the following rights:

(a) the non-exclusive, limited right, license, privilege, and authority to record in any manner, medium, form or language, in each country of the Territory the aforesaid type and use of the Composition in synchronism or in timed-relation with the Motion Picture, but not otherwise, and to make copies of such recordings in the form of negatives and prints necessary for theatrical exhibition or broadcast on television as hereinafter provided for, and import said recordings and/or copies thereof into any country throughout the Territory all in accordance with the terms, conditions and limitations hereinafter set forth;

(b) the non-exclusive, limited right and license to publicly perform for profit or non-profit and authorize others so to perform the Composition in the exhibition of the Motion Picture to audiences in motion picture theatres and other places where motion pictures are customarily exhibited in the United States and its possessions (the "U.S.") including the right to televise the Motion Picture into such theatres and such other public places, with the understanding and upon condition that the Motion Picture shall not be exhibited in the U.S. by means of television for any other purposes whatsoever, until and unless licensed therefore as hereinafter provided.

6. The right to exhibit the Motion Picture by means of television (other than as described in subparagraph 5(b) hereinabove) including by means of free, basic cable, pay cable, subscription and closed circuit into homes and/or hotels/motels television stations and systems is and shall be available only under the following circumstances:

(a) The Motion Picture may be exhibited by means of television by free, basic cable, pay cable, subscription or closed circuits having valid performance licenses therefor from The American Society of Composers, Authors and Publishers ("ASCAP") and Broadcast Music, Inc. ("BMI").

(b) Exhibition of the Motion Picture by means of television by free, basic cable, pay cable, subscription or closed circuits not licensed for television by ASCAP and BMI is subject to clearance of the performing rights either from Publisher or ASCAP, BMI or from any other licensor acting for or on behalf of Publisher, in accordance with their customary practices and payment of their customary fees.

(c) Producer hereby acknowledges that under its agreements with television licensees, such licensees are required to obtain appropriate performance rights licenses for the musical compositions included in the television productions licensed under such agreements from the applicable publisher or from any other party acting on behalf of such publisher.

7. Irrespective of any of the foregoing, it is understood that clearance by performance rights societies in such portion of the Territory as is outside of the U.S. will be in accordance with their customary practices and the payment of their customary fees.

8. Publisher also grants to Producer the non-exclusive, limited right to reproduce the Composition, as recorded in the Motion Picture pursuant to subparagraph 5(a) above, in copies of the Motion Picture in the form of videocassettes and video discs, manufactured primarily for distribution for the purpose of "home use" only ("Videograms") and to distribute them by sale or otherwise in each country of the Territory.

9. Publisher grants Producer the right to use the Composition as synchronized in the Motion Picture in any media whatsoever now known or hereafter devised, whether capable of being viewed and/or broadcast or otherwise exhibited by means of any playback, cable or other transmission systems including but not limited to CD-I, CD-ROM, 3DO or any other future storage, delivery and/or retrieval devices or systems; provided, however, that Producer shall not be permitted to use the Composition in any device which does not embody the Motion Picture substantially as generally released (excluding so-called Directors' cuts) or which is programmed in such a manner as to permit the viewer to manipulate the images and/or audio program material in a non-linear (i.e. non-sequential) progression. For the purposes hereof, the inclusion of "chapter stops" or other addressable locator codes of any kind on the applicable storage device shall not be deemed to constitute non-linear manipulation. "Directors' Cut" is defined as the version of the Motion Picture created by the Director before any further editing by the Producer or any Distributor, if any such editing is required by the Producer or Distributor, or a re-creation of the Director's version if such editing has occurred.

10. During the term hereof, if Producer shall pay to a copublisher and/or record company which owns/controls the master recording of the Composition, a fee proportionately in excess of the fees set out herein, or shall license on terms more favorable than those set forth herein, for the fixation and license of the Composition as used in the Motion Picture, Producer shall pay to Publisher a corresponding amount proportionately equal to the difference between the fee set out herein and the fee paid to said copublisher(s) and/or record company which owns/controls the master recording of the Composition and this license shall be deemed to contain such more favorable term or condition retroactive to the date of this agreement. Upon request, solely in connection with the provisions of this paragraph, Producer shall supply Publisher with copies (redacted as necessary) of all such agreements between Producer and copublisher(s) and/or record company which owns/controls the master recording of the Composition

MFN

11. This license does not authorize or permit any use of the Composition not expressly set forth herein and does not include the right to alter the fundamental character of the music and lyrics of the Composition and specifically the terms of this agreement are limited to the use of the Composition only as originally fixed in the Motion Picture (i.e. manner, placement, use), for the media licensed herein, it being

understood that such restriction shall not prohibit standard production editing required to implement the broadcast, advertising and/or distribution rights being granted under this license. This license also does not authorize or permit the use of the title or subtitle of the Composition as the title of any motion picture, to use the story of the Composition, to use any existing master recording embodying the Composition or to make any other use of the Composition not expressly authorized hereunder.

12. (a) The recording and performing rights hereinabove granted include such rights for air, screen, videogram and television trailers, in context, solely for the advertising and exploitation of the Motion Picture.

(b) The in-context trailer rights granted in subparagraph 12(a) immediately above, shall also include the right to exhibit the trailer to the Motion Picture on Producer's and/or any Time Warner proprietary Web sites or any other websites authorized by Producer, and shall include the right to download the trailer from said websites, provided that the Composition cannot and shall not be offered as a separate, downloadable or alterable file.

(c) Producer shall at all times institute (or cause to be instituted) security measures with respect to all aspects of its distribution of the Motion Picture (and trailers, if applicable) that meet or exceed current industry standards as they exist from time to time for the licensed delivery of motion pictures and/or music via digital transmission (including, without limitation, anti-virus, firewall, password, and anti-hacking protections).

13. The recording and performing rights hereinabove granted shall endure for the worldwide period of all copyrights in and to the Composition and any and all renewals or extensions thereof that Publisher may now own control or hereafter own or control subject to the provisions of paragraph 16 hereof.

14. Publisher warrants only that it has the legal right to grant this license and this license is given and accepted without any other warranty or recourse. If a court of competent jurisdiction shall render a final judgment that said warranty shall be breached in whole or in part or if Publisher shall consent (which consent shall not be unreasonably withheld) to a settlement of a claim of a breach of said warranty, Publisher shall hold Producer harmless in respect of Producer's actual loss (including reasonable attorney's fees) only to the extent of the consideration theretofore paid to Publisher for this license. In no event shall the total liability of the Publisher exceed the consideration received by Publisher hereunder. Producer will give Publisher prompt notice of any claim and Publisher will have the right to participate therein in the defense thereof at Publisher's expense, provided however, that Producer shall retain the right to control the defense.

15. Producer agrees to furnish Publisher and ASCAP and BMI a cue sheet of the Motion Picture on execution of this license, but in no event later than thirty (30) days after the first public exhibition of the Motion Picture at which admission is charged (except so-called "sneak" previews). This agreement shall be deemed of no force and effect until such time as Publisher has received said cue sheet.

16. Publisher reserves all rights not expressly granted to Producer hereunder. All rights granted hereunder are granted on a non-exclusive basis.

17. (a) Publisher shall have the right to terminate this license in its entirety (both recording and performance) if the license fee due under this agreement under paragraph 5 has not been paid in full upon execution of this agreement.

(b) It is agreed that in the event of default or breach on the part of Producer, prior to exercising any rights or remedies which Publisher may have under this license or at law or in equity, Publisher will notify Producer in writing of such default or breach and Producer shall have thirty (30) days in which to cure the default or breach.

(c) The termination of this license pursuant to subparagraph (a) above shall render either the making or the distribution, or both, of all Videograms and the Motion Picture embodying the Composition actionable as an act of copyright infringement fully subject to the remedies provided by the Copyright Act, Title 17, of the United States Code, together with other legal and equitable remedies available to Publisher.

18. This license is binding upon and shall inure to the benefit of the respective successors and/or assigns of the parties hereto. Producer may assign this agreement to a third party provided that Producer shall remain liable for its obligations hereunder. Publisher may assign this agreement to any third party, after written notice to Producer.

19. This license shall be governed by and subject to the laws of the State of New York applicable to agreements made and to be wholly performed within such State. All claims, disputes or disagreements which may arise out of the interpretation, performance or breach of this agreement shall be submitted exclusively to the jurisdiction of the Courts of the State of New York in New York County or the United States District Court for Southern District of New York.

20. All notices hereunder required to be given to Producer shall be sent to Producer at the address mentioned herein or to such other address as Producer may hereafter designate by notice in writing to Publisher. All notices, payments and royalties hereunder required to be made to Publisher shall be sent to Publisher at the following address or to such other address as Publisher may hereafter designate by notice in writing to Producer:

EMI Music Publishing
810 Seventh Avenue
New York, New York 10019
Attention: Music Services Licensing, Marsha Tannenbaum

21. In the event Producer shall cause any other publisher of a pre-existing musical composition to be accorded credit in the head and/or tail credits of the Motion Picture, Producer shall then give Publisher credit in the end titles substantially as follows:

"I AIN'T HEARD OF THAT" written by PHARRELL WILLIAMS, SHAWN CARTER and CHAD HUGO
Used by Permission of EMI BLACKWOOD MUSIC INC. and EMI APRIL MUSIC INC.
All rights reserved

Under no circumstances shall the type size of such credit be smaller than that accorded to any other publisher of a pre-existing musical composition licensed for use in the Motion Picture. It is understood that Producer's failure to accord such credit shall not constitute a material breach of this agreement.

IN WITNESS WHEREOF, the parties have caused the foregoing to be executed on the day first above written.

EMI BLACKWOOD MUSIC INC.
EMI APRIL MUSIC INC.

By _____

Sweet Tea Pictures, LLC.

By _____

1a4181c-10a62246264--7fd2

EXHIBIT CO 0225

SonyBMG NDMA Agreement
Summary of Terms & Tracking and Reporting Issues
As of October 16, 2006

General Contract Information:

Territory = North America
Agreement term = November 1, 2005 through December 31, 2008 (general).
Main content covered= Mastertones and ringbacks (not mono or poly), dualdiscs, multi-session audio discs, certain locked content products, video downloads, video streams, tethered video.

Audit rights = Upon reasonable written notice and not more than one time with respect to any relevant term to audit. We also have 3rd party audit rights. May take place during or after the term.
Outside Service Agreements = SonyBMG shall provide EMI with copies of the agreement with the Service and all relevant documents so as to enable EMI to ensure that it is being accounted to on an accurate and timely basis

Agreement Terms	Reporting Issues	Tracking Issues	Additional Proposed Enhancements	Amount Impacted
MOBILE PERSONALIZATION PRODUCTS: Covers master Ringtones and Ringbacks. May be offered at a carte, through packaged bundles, or through subscription services.	Statements are to include all provider detail (i.e. 3rd party) as well as all pricing structures so that the rate applied can be easily confirmed. Currently, SonyBMG is not providing the tiered rate structure nor are they supplying the provider information. Label was to set up 1 account for this format, NDMA mastertone. Currently, there are several (i.e. one Joebte, one Beechwood, etc). Makes identifying the payments difficult. Label, however, has said that all of the accounts will be combined on the 2Q06, so as to have the agreed one statement. The accounts are supposed to also be reported to us electronically, currently they are not appearing on the tape. Quarterly reporting is not always timely. It is supposed to be paid within 45 days of each quarter close.	Many of the RIAA certified mastertones have not yet been paid to us. Some due to song disputes, others for reasons unknown. Addressed the under-reporting with the label. Unsure if any ringbacks have been paid. Trying to get label to confirm if they are being combined with the other mastertones. No distinction is being made between mastertones and master ringbacks. This distinction needs to be made. Tracking the advance recoupment was timely and difficult. Label needs to provide a summary of exactly what has and has not been used to recoup the advance each quarter.	Sync monies are often times combined on the same statements as mechanical monies. Need these accounts to be totally separate. Label should submit their mastertone unapplied report to us monthly so that we can review it and assit them in matching the EMI mastertones. It would also be helpful if we received an entirely separate tape for the mastertones (not combining it with any other audio or video format). It would be helpful if we provided EMI's song codes back to the label, that they included them when again reporting the same song to us. We need to gain access to Nielsen Mobile once it's available and possibly tie this to our system so that exception reports can be generated.	REDACTED
REDACTED				
COMMERCIAL VIDEO: Covers full video downloads, video on demand, limited (tethered) video download, and video streams. Does not include standard physical video product.	REDACTED	Label did not report as expected. Contacted them concerning it.		REDACTED
DUALDISCS:	Label was to set up 2 accounts for this format, NDMA audio and NDMA video. Currently, there are several of each (i.e. one each for Joebte, one each for Beechwood, etc). Makes identifying the payments difficult. Label, however, has said that all of the accounts will be combined on the 2Q06, so as to have the agreed 2 (one audio, one video) statements.	Units paid on the video portion of the Dualdiscs do not always match those that are reported on the audio statement. Less than 100% Net Sales are being applied without the contractual support to do so. This appears to be occurring on BMG releases.		REDACTED

SonyBMG NDMA Agreement
Summary of Terms & Tracking and Reporting Issues
As of October 16, 2008

General Contract Information:	Territory = North America Agreement term = November 1, 2005 through December 31, 2008 (general) Main content covered= Mastertones and ringbacks (not mono or poly), dualdiscs, multi-session audio discs, certain locked content products, video downloads, video streams, tethered video. Audit rights = Upon reasonable written notice and not more than one time with respect to any relevant term to audit. We also have 3rd party audit rights. May take place during or after the term. Outside Service Agreements = SonyBMG shall provide EMI with copies of the agreement with the Service and all relevant documents so as to enable EMI to ensure that it is being accounted to on an accurate and timely basis
[redacted]	[redacted]
By definition, enhanced cd's that contain video content on the same cd are considered dualdiscs (but not if the dvd is packaged seperately).	The accounts are supposed to also be reported to us electronically, currently they are not appearing on the tape.
MULTI-SESSION AUDIO DISCS: Covers hybrid products such as Super Audio (SACD) and SACD/CD combos.	Format is not material at this time. Tracking is not aware of any reportings. It will be addressed as necessary in the future.
LOCKED CONTENT: Covers the right to bundle drm'd "locked content" onto computer hard drives, storage medias (i.e. cd-rom) and to transmit this content via digital download or P2P networks. Payment is not due unless / until the user "unlocks" the track.	SonyBMG has not yet reported any monies for this format.

REDACTED

REDACTED

REDACTED

REDACTED

Universal NDMA Agreement
Summary of Terms & Tracking and Reporting Issues
As of October 16, 2006

General Contract Information:

Territory = North America
Agreement term = April 1, 2005 through June 30, 2007 (general)
Main content covered= Mastertones and ringbacks (not mono or poly), dualdiscs, multi-session audio discs, locked content products, video downloads, video streams, tethered video, video mastertones.
Audit rights = Upon reasonable written notice and not more than one time with respect to any relevant term to audit. We also have 3rd party audit rights. May take place during or after the term.
Additional Audit Rights = Side letter agreement states that UMG agrees that with respect to all mobile product, dualdiscs, multi-session audio product and locked content product, distributed prior to the effective date of the NDMA agreement, EMI shall have the right to conduct an audit in order to verify that EMI has been paid for such exploitations at the appropriate rate(s). However, it doesn't indicate what those rates should be? There cannot be more than one audit under this side agreement.
Outside Service Agreements = We must receive copies (redacted for confidentiality if needed) of agreements, intent of which is to enusure we are being paid accurately and timely.

Agreement Term	Reporting Issues	Tracking Issues	Additional Proposed Enhancements	Amounts Received
MOBILE PERSONALIZATION PRODUCTS: Covers master Ringtones and Ringbacks. REDACTED	Label is reporting a full quarter behind. For example, the 1Q06 statements are for sales through 4Q05. Quarterly reporting is not always timely. It is supposed to be paid within 45 days of each quarter close. UMG is not providing true "source" documents from Service providers. They're using their best efforts to supply their own. Label exercised it's option to publicly perform Master Ringbacks.	Many of the RIAA certified mastertones have not yet been paid to us. Some due to song disputes, others for reasons unknown. Addressed the under-reporting with the label. Amount paid by UMG is greatly below what we've received by SonyBMG, a label of relative same size. Label has indicated that there haven't been any sales to date for Video Master Ringtones. REDACTED	Label should submit their mastertone unapplied report to us monthly so that we can review it and assit them in matching the EMI mastertones. It would also be helpful if we received an entirely separate tape for the mastertones (not combining it with any other audio or video format). It would be helpful if we provided EMI's song codes back to the label, that they included them when again reporting the same song to us. We need to gain access to Nielsen Mobile once it's available and possibly tie this to our system so that exception reports can be generated.	REDACTED
COMMERCIAL VIDEO: Covers full video downloads, video on demand, limited (tethered) video download, and video streams. Does not include standard physical video product. Delivery is via experimental, non-traditional formats (i.e. internet, tip providers, etc) and is therefore only for the Digital Video Product Term. UMG must cease all further distribution once Term has expired. REDACTED	REDACTED	REDACTED Label has indicated that there have not been any sales to date for this format.		

Universal NDMA Agreement
Summary of Terms & Tracking and Reporting Issues
As of October 16, 2006

General Contract Information: Territory = North America
Agreement term = April 1, 2005 through June 30, 2007 (general).
Main content covered= Mastertones and ringbacks (not mono or poly), dualdiscs, multi-session audio discs, locked content products, video downloads, video streams, tethered video, video mastertones.
Audit rights = Upon reasonable written notice and not more than one time with respect to any relevant term to audit. We also have 3rd party audit rights. May take place during or after the term.
Additional Audit Rights = Side letter agreement states that UMG agrees that with respect to all mobile product, dualdiscs, multi-session audio product and locked content product, distributed prior to the effective date of the NDMA agreement, EMI shall have the right to conduct an audit in order to verify that EMI has been paid for such exploitations at the appropriate rate(s). However, it doesn't indicate what those rates should be? There cannot be more than one audit under this side agreement.
Outside Service Agreements = We must receive copies (redacted for confidentiality if needed) of agreements, intent of which is to enusure we are being paid accurately and timely.

Agreement Term	Reporting Issues	Tracking Issues	Additional Proposed Enhancements	Amounts Received
permitted as long as the consumer doesn't have a permanent copy.				
DUALDISCS:	Need NLK's input.	Need NLK's input	Need NLK's input.	
REDACTED				
MULTI-SESSION AUDIO DISCS: Covers hybrid products such as Super Audio (SACD) and SACD/CD combos.	Format is not material at this time. Tracking is not aware of any reportings. It will be addressed as necessary in the future.			
REDACTED				

Universal NDMA Agreement
Summary of Terms & Tracking and Reporting Issues
As of October 16, 2006

General Contract Information:

Territory = North America
Agreement term = April 1, 2005 through June 30, 2007 (general)
Main content covered= Mastertones and ringbacks (not mono or poly), dualdiscs, multi-session audio discs, locked content products, video downloads, video streams, tethered video, video mastertones.
Audit rights = Upon reasonable written notice and not more than one time with respect to any relevant term to audit. We also have 3rd party audit rights. May take place during or after the term.
Additional Audit Rights = Side letter agreement states that UMG agrees that with respect to all mobile product, dualdiscs, multi-session audio product and locked content product, distributed prior to the effective date of the NDMA agreement, EMI shall have the right to conduct an audit in order to verify that EMI has been paid for such exploitations at the appropriate rate(s). However, it doesn't indicate what those rates should be? There cannot be more than one audit under this side agreement.
Outside Service Agreements = We must receive copies (redacted for confidentiality if needed) of agreements, intent of which is to ensure we are being paid accurately and timely.

Agreement Terms	Reporting Issues	Tracking Issues	Additional Processes/Enhancements	Amounts Received
Must pay on all units distributed and not returned, but may give effect to any free goods provisions applicable for controlled tracks.				
LOCKED CONTENT: Covers the right to bundle drm'd "locked content" onto computer hard drives, storage medias (i.e. cd-rom) and to transmit this content via digital download or P2P networks. Payment is not due unless / until the user "unlocks" the track. However, if UMG receives compensation prior, they will pay EMI when compensation is received.	UMG has not yet reported any monies for this format.			

REDACTED

Warner NDMA Agreement (INTERIM AGREEMENT)
Summary of Terms & Tracking and Reporting Issues
As of October 16, 2006

General Contract Information:

Territory = (a) US & Canada for all New Digital Media Products and (b) Mexico, Cental and South America and the Caribbean for Digital Video Products.
No where does it say that Warner Latina is covered as a company withing the NDMA agreement.???
Agreement term = April 1, 2005 through the earlier date of execution of definitive NDMA, and September 30,2007.
Main content covered= Mastertones and Ringbacks, dualdiscs, multi-session audio discs, locked content products, video downloads and streams.

REDACTED

Audit rights = Upon reasonable written notice and not more than one time with respect to any relevant term to audit. We also have 3rd party audit rights. May take place during or after the term. Also have 3rd party audit rights.
Pre-NDMA Audit rights = Covers NDMA content released prior to April 1, 2005; s/b licensed under "applicable laws and agreements"; can only be conducted once and cannot start before March 31, 2006.
Outside Service Agreements = We must receive copies (redacted for confidentiality if needed) of agreements, intent of which is to ensure we are being paid accurately and timely.

Agreement Term	Reporting Issues	Tracking Issues	Additional Proposed Enhancements
MOBILE PERSONALIZATION PRODUCTS: Covers master Ringtones and Ringbacks, and Master Ringtone Locked content products.	WMG is not providing true "source" documents from Service providers. They're using their best efforts to supply their own. WMG is NOT accounting to us in a timely fashion and even when they do send us a statement, the sales are a quarter lag time (i.e. June statement covers sales through March). Quarterly reporting is supposed to be made within 45 days of each quarter close. WMG reports to us via Excel spreadsheets and prepares the mastertone accountings manually. Is Warner Latina part of the agreement? They are paying us for their mastertones, but not reporting under the same guidelines. They are also paying us (not recouping against the advance).	Many of the RIAA certified mastertones have not yet been paid to us. Some due to song disputes, others for reasons unknown. Addressed the under-reporting with the label. Tracking the advance recoupment has been timely and we have not been able to confirm with label that their records reflect the same balance. Label is not providing a detailed summary as to the status of the advance recoupment. Label needs to provide a summary of exactly what has and has not been used to recoup the advance each quarter.	Label should submit their mastertone unapplied report to us monthly so that we can review it and assit them in matching the EMI mastertones. Receiving these accountings in an electronic file compatibale with our system would be helpful for royalties to process more easily. If would be helpful if we provided EMI's song codes back to the label, that they included them when again reporting the same song to us. We need to gain access to Nielsen Mobile once it's available and possibly tie this to our system so that exception reports can be generated.

REDACTED

REDACTED

DIGITAL VIDEO: Covers full video downloads, limited (tethered) video download, video streams, video master ringtones, video master ringtone locked content product, or another reasonably similar form of licensed digital exploitation of and Audiovisual recording acceptable to EMI. Doesn't include standard physical video product.

REDACTED

REDACTED

REDACTED

Warner NDMA Agreement (INTERIM AGREEMENT)
Summary of Terms & Tracking and Reporting Issues
As of October 16, 2006

General Contract Information:	Territory = (a) US & Canada for all New Digital Media Products and (b) Mexico, Central and South America and the Caribbean for Digital Video Products. No where does it say that Warner Latina is covered as a company withing the NDMA agreement.??? Agreement term = April 1, 2005 through the earlier date of execution of definitive NDMA, and September 30,2007. Main content covered= Mastertones and Ringbacks, dualdiscs, multi-session audio discs, locked content products, video downloads and streams. NDMA advance recoupment = any non-physical product; as such dpds (which are not NDMA) are recouped and dualdiscs (which are NDMA) are excluded. Audit rights = Upon reasonable written notice and not more than one time with respect to any relevant term to audit. We also have 3rd party audit rights. May take place during or after the term. Also have 3rd party audit rights. Pre-NDMA Audit rights = Covers NDMA content released prior to April 1, 2005; s/b licensed under "applicable laws and agreements"; can only be conducted once and cannot start before March 31, 2006. Outside Service Agreements = We must receive copies (redacted for confidentiality if needed) of agreements, intent of which is to ensure we are being paid accurately and timely.
any amount due with respect to public performance rights.	
DUALDISCS:	Separate statements are not being issued for the audio and video portions. No distinction on the statement indicating that it is a dualdisc.

The only significant dualdisc that WMG has released is Rob Thomas' SOMETHING TO BE.

REDACTED

REDACTED

Similar to UMG, "dualdiscs", by definition, may be separate sides, or separate discs packaged together. As such, bonus discs, if they fall within the parameters, would be considered dualdiscs.

Free goods provisions from any relevant controlled composition clause would apply.

MULTI-SESSION AUDIO DISCS: Covers hybrid products such as Super Audio (SACD) and SACD/CD combos.	Format is not material at this time. Tracking is not aware of any reportings. It will be addressed as necessary in the future.

REDACTED

Free goods provisions from any relevant controlled composition clause do not apply.

Warner NDMA Agreement (INTERIM AGREEMENT)
Summary of Terms & Tracking and Reporting Issues
As of October 16, 2006

General Contract Information:

Territory = (a) US & Canada for all New Digital Media Products and (b) Mexico, Cental and South America and the Caribbean for Digital Video Products.
No where does it say that Warner Latina is covered as a company withing the NDMA agreement.???
Agreement term = April 1, 2005 through the earlier date of execution of definitive NDMA, and September 30,2007.
Main content covered= Mastertones and Ringbacks, dualdiscs, multi-session audio discs, locked content products, video downloads and streams.

REDACTED

NDMA advance recoupment = any non-physical product; as such dpds (which are not NDMA) are recouped and dualdiscs (which are NDMA) are excluded.
Audit rights = Upon reasonable written notice and not more than one time with respect to any relevant term to audit. We also have 3rd party audit rights. May take place during or after the term. Also have 3rd party audit rights.
Pre-NDMA Audit rights = Covers NDMA content released prior to April 1, 2005; s/b licensed under "applicable laws and agreements"; can only be conducted once and cannot start before March 31, 2006.
Outside Service Agreements = We must receive copies (redacted for confidentiality if needed) of agreements, intent of which is to enusure we are being paid accurately and timely.

Agreement Term	Reporting Issues	Tracking Issues	Additional Proposed Arrangements
LOCKED CONTENT: Covers the right to bundle drm'd "locked content" onto computer hard drives, storage medias (i.e. cd-rom) and to transmit this content via digital download or P2P networks. Payment is not due unless / until the user "unlocks" the track.	WMG has not yet reported any monies for this format.		

REDACTED

EMI NDMA Agreement
Summary of Terms & Tracking and Reporting Issues
As of October 16, 2006

General Contract Information: Territory =
Agreement term =
Main content covered=
Audit rights =

Agreement Title	Reporting Issues	Tracking Issues	Additional Proposed Enhancements	Amounts Received
MOBILE PERSONALIZATION PRODUCTS:	The accounts are supposed to also be reported to us electronically, currently they are not appearing on the tape, but issued via excel. Quarterly reporting is not always timely. It is supposed to be paid within 45 days of each quarter close.	No payment has been made to date for sales from 2 of the major aggregators, Zingy and Ztango. Label has indicated that they are having difficulty getting the sales information from Zingy and that they were still in deal negotiations with Ztango. Label is not distinguishing between ringtones and ringbacks. After being questioned, will do so beginning with 3Q06.		REDACTED
COMMERCIAL VIDEO:				
DUALDISCS:				
MULTI-SESSION AUDIO DISCS:				

EMI NDMA Agreement
Summary of Terms & Tracking and Reporting Issues
As of October 16, 2006

General Contract Information: Territory =
Agreement term =
Main content covered=
Audit rights =

Agreement Term	Reporting Issues	Tracking Issues	Additional Proposed Enhancements	Amounts Received
LOCKED CONTENT:				

EXHIBIT CO 0226

Exhibit 26 to Faxon Statement

MEMORANDUM

TO: Marty Bandier, Big Jon, Leo Corbett, Roger Faxon, Bob Flax, Jody Gerson, Jennifer Insogna, Evan Lamberg, Clark Miller, Gary Overton

cc: Tom Kelly, Jill Rosenthal

FROM: Bob McVeety

DATE: October 11, 2006

RE: DPD ROYALTY SHORTFALL ANALYSIS

We have completed an analysis of DPD royalty shortfalls for EMIMP through PE 2Q2006.

We have identified at least) in DPD shortfalls. The royalties received by EMI represent less than of our minimum expected DPD royalties.

Our methodology involves a song-level comparison of expected royalties to actual payments. The "Digits" system captures digital tracks and products through Soundscan and Billboard charts and generates royalty expectations based on EMI's song share and DPD unit sales at stat. Note that our expectations are not comprehensive – a considerable number of tracks are sold that are not practical to capture in our expectations. However, all tracks that have been on a charting album or appeared on a DPD chart since the beginning of the year have been captured. This currently involves 34,627 tracks in which EMI has an interest.

Of note, Atlantic/Elektra has remitted) in DPD royalties on hard-copy statements, contrary to terms in our NDMA. Consequently, Digits is unable to analyze these royalties on a song-level basis. Some Atlantic/Elektra songs that are being identified as unpaid may have been included on those statements. However, for overall label shortfalls, we applied the full $ against expectations from Atlantic/Elektra (though this is likely a very generous credit). The overall shortfall includes this credit and remains a minimum of the DPD shortfall.

Also, some of the identified shortfalls involve songs with known split/dispute issues. However, continuing with efforts from 1Q2006, Tracking is pursuing payment from each of the labels as either supplemental accountings on identified shortfalls, or advances against songs with royalties on hold.

REDACTED

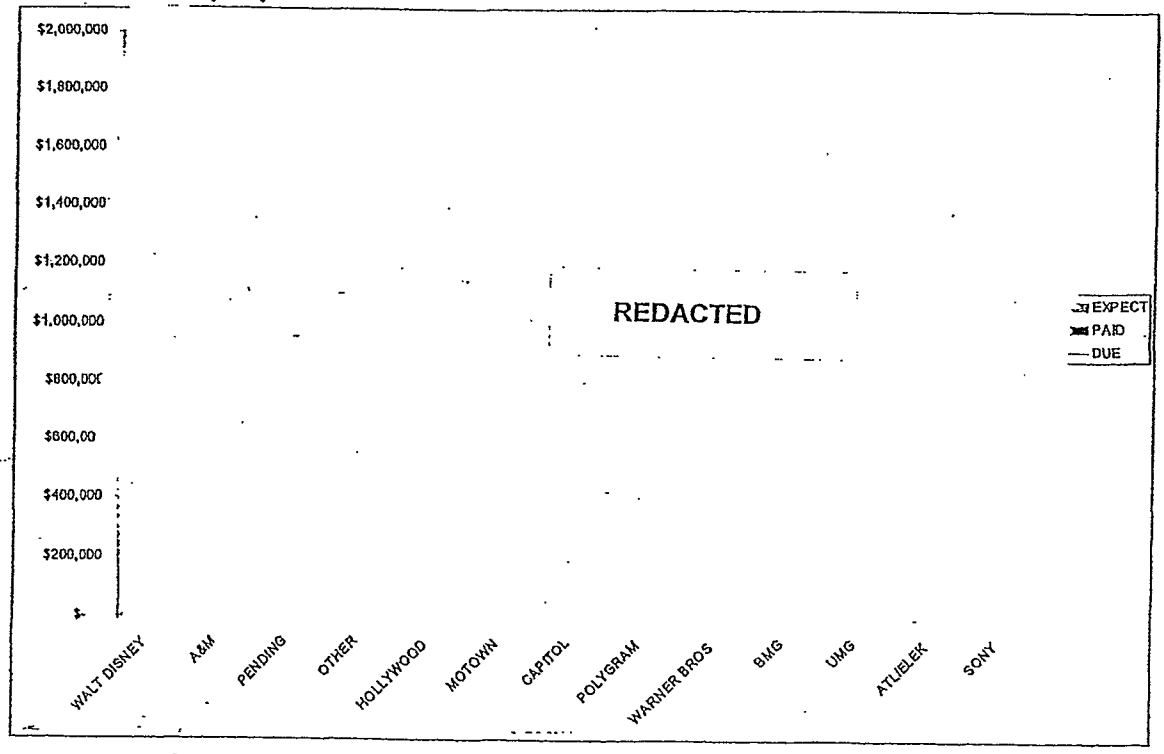
Analysis of Identified Shortfalls
Using only songs that have a shortfall (exclude songs with acceptable payment)

Distributor	EXPECTED	%of Total	RECEIVED	%of Total	SHORTFALL	%of Total	Amount Paid as % of Expected
UMG							
A&M							
MOTOWN							
POLYGRAM							
UMG							
SONY/BMG							
BMG							
SONY							
WEA							
(a) ATLANTIC_ELEKTRA							
WARNER							
CAPITOL/EMI							
MISC							
HOLLYWOOD							
WALT DISNEY							
OTHER							
PENDING							
TOTALS							

REDACTED

(a) Atlantic/Elektra has remitted hard-copy DPD statements. These cannot be matched on a song level but this analysis credits the full amount against expected royalties.

Label Shortfall by Expected Amount



REDACTED

Note: The following tables are song-based and do not credit Atlantic/Elektra with the *in hard-copy statements. The total EMI DPD shortfall is therefore escalated to*

Top 100 and top 200 Song-Level Shortfalls

TOTAL DUE:

	TOP 100 ITEMS			TOP 200 ITEMS			ALL ITEMS		
	$ DUE	COUNT	AVG$	$ DUE	COUNT	AVG$	$ DUE	COUNT	AVG$
UMG									
A&M									
MOTOWN									
POLYGRAM									
UMG									
SONY/BMG									
BMG									
SONY									
WEA									
ATLANTIC/ELEK	$								
WARNER	$								
CAPITOL/EMI	$								
MISC									
HOLLYWOOD									
WALT DISNEY									
OTHER									
PENDING									
Totals									

REDACTED

% OF TOTAL:

Songs With Shortfall Amount >$1,000

TOTAL DUE:

	ITEMS > $1,000		
	$ DUE	COUNT	AVG$
UMG			
A&M			
MOTOWN			
POLYGRAM			
UMG			
SONY/BMG			
BMG			
SONY			
WEA			
ATLANTIC/ELEK			
WARNER			
CAPITOL/EMI			
MISC			
HOLLYWOOD			
WALT DISNEY			
OTHER			
PENDING			
Totals			

REDACTED

% OF TOTAL:

Top 50 Song Shortfalls

Total due combines track and album DPDs for all albums containing the song.

Reminder: The below tables do not credit Atlantic/Elektra for the hard-copy accountings. Some songs and product may be paid.

Distrib	Song Title	Writers	EXPECT	PAID	DUE	Artist
ATL/E	YOU'RE BEAUTIFUL	BLOUNT, JAMES				JAMES BLUNT
ATL/E	TEMPERATURE	HENRIQUES, SEAN				SEAN PAUL
SONY	UNWRITTEN	BRISEBOIS,				SISTERHOOD OF THE
POLY	DIAMONDS FROM	BARRY, JOHN/BLACK,				KANYE WEST
ATL/E	I WRITE SINS NOT	URIE, BRENDON/ROSS,				PANIC! AT THE DISCO
UMG	GRILLZ	DUPRI, JERMAINE/PHILLIPS,				NELLY
SONY	OVER MY HEAD (CABLE	KING, JOSEPH/SLADE, ISAAC				FRAY
BMG	LISTEN TO YOUR HEART	GESSLE, PER				D.H.T.
CAPIT	MS. NEW BOOTY	CROOMS, MICHAEL				BUBBA SPARXXX
ATL/E	SOUL MEETS BODY	GIBBARD, BENJAMIN				DEATH CAB FOR
ATL/E	LONELY NO MORE	THOMAS, ROB				ROB THOMAS
POLY	GOLD DIGGER	WEST, KANYE				KANYE WEST
BMG	IF I AIN'T GOT YOU	AUGELLO-COOK, ALICIA J				ALICIA KEYS
WARN	BETTER DAYS	RZEZNIK, JOHN				GOO GOO DOLLS
POLY	JESUS WALKS	WEST, KANYE/LUNDY,				KANYE WEST
ATL/E	LAFFY TAFFY	JOHNSON, LARRY				D4L
BMG	1, 2 STEP	HARRIS, CIARA/ELLIOTT,				CIARA
ATL/E	WE BE BURNIN'	THOMAS, DELANO/JARRETT,				SEAN PAUL
BMG	MY BOO	AUGELLO-COOK, ALICIA				USHER
WARN	SEASONS OF LOVE	LARSON, JONATHAN				RENT
ATL/E	THE ONLY DIFFERENCE	URIE, BRENDON/ROSS,				PANIC! AT THE DISCO
ATL/E	EVER THE SAME	THOMAS, ROB				ROB THOMAS
BMG	BECAUSE OF YOU	CLARKSON, KELLY/HODGES,		REDACTED		KELLY CLARKSON
ATL/E	THIS IS HOW A HEART	THOMAS, ROB/KARLSSON,				ROB THOMAS
BMG	REMEMBER WHEN	JACKSON, ALAN				ALAN JACKSON
BMG	KARMA	BROTHERS, JR.,				ALICIA KEYS
ATL/E	GOODBYE MY LOVER	BLOUNT, JAMES				JAMES BLUNT
BMG	STUPID GIRLS	MOORE, ALECIA B/MANN,				PINK
BMG	I HATE EVERYTHING	GONTIER, ADAM/WALST,				THREE DAYS GRACE
UMG	OVER THE RAINBOW	HARBURG, E.Y./ARLEN,				RAY CHARLES
HOLL	BOHEMIAN RHAPSODY	MERCURY, FREDDIE				QUEEN
UMG	IT'S GOIN' DOWN	MOORE,				YUNG JOC
ATL/E	I'LL BE	MC CAIN, EDWIN COLE				
WARN	BAT COUNTRY	SANDERS, MATTHEW				AVENGED
HOLL	WE WILL ROCK YOU	MAY, BRIAN HAROLD				QUEEN
UMG	RIDIN	SALINAS, OSCAR/SALINAS,				CHAMILLIONAIRE
BMG	BEHIND THESE HAZEL	CLARKSON,				KELLY CLARKSON
BMG	BEAUTIFUL	BROADUS,				CHRISTINA AGUILERA
SONY	HOW TO SAVE A LIFE	KING, JOSEPH/SLADE, ISAAC				FRAY
ATL/E	TURN ME ON	HENNINGS, ARNOLD				
POLY	CELEBRATION	WEST, KANYE OMARI				KANYE WEST
BMG	TIPSY	JONES, JERRELL				
POLY	HEARD EM SAY	GOFFIN, GERRY/WEST,				KANYE WEST
POLY	SOUL SURVIVOR	JENKINS, JAY/THIAM,				YOUNG JEEZY
ATL/E	TEARS AND RAIN	CHAMBERS, GUY/BLOUNT,				JAMES BLUNT
WARN	HUNG UP	ANDERSSON,				MADONNA
BMG	ALCOHOL	PAISLEY, BRAD				BRAD PAISLEY
CAPIT	I THINK THEY LIKE ME	DUPRI, JERMAINE/HARRIS,				DEM FRANCHIZE
WARN	LOVE SHACK	PIERSON, KATE/SCHNEIDER,				B-52'S
SONY	SOLDIER	HARRISON, RICH/KNOWLES,				NOW 18
	TOTALS					

Top 50 Shortfalls by Album

Total due combines album DPDs and individual track DPDs for all tracks contained on the album.

ARTIST / ALBUM (LABEL)	DUE
KANYE WEST / LATE REGISTRATION (POLYGRAM)	
JAMES BLUNT / BACK TO BEDLAM (ATLANTIC_ELEKTRA)	
PANIC! AT THE DISCO / FEVER YOU CAN'T SWEAT OUT (ATLANTIC_ELEKTRA)	
FRAY / HOW TO SAVE A LIFE (SONY)	
SEAN PAUL / TRINITY (ATLANTIC_ELEKTRA)	
DEATH CAB FOR CUTIE / PLANS (ATLANTIC_ELEKTRA)	
ROB THOMAS / SOMETHING TO BE (ATLANTIC_ELEKTRA)	
QUEEN / GREATEST HITS (HOLLYWOOD)	
USHER / CONFESSIONS (BMG)	
KANYE WEST / COLLEGE DROP OUT (POLYGRAM)	
ALICIA KEYS / DIARY OF ALICIA KEYS (BMG)	
RENT / SOUNDTRACK (WARNER)	
SISTERHOOD OF THE TRAVELING PA / SOUNDTRACK (SONY)	
YOUNG JEEZY / LET'S GET IT (POLYGRAM)	
KELLY CLARKSON / BREAKAWAY (BMG)	
GOO GOO DOLLS / LET LOVE IN (WARNER)	
NELLY / SWEATSUIT (UMG)	
ARCTIC MONKEYS / WHATEVER PEOPLE SAY I AM THAT' (OTHER)	
BUBBA SPARXXX / CHARM (CAPITOL)	
D.H.T. / LISTEN TO YOUR HEART (BMG)	
THREE DAYS GRACE / THREE DAYS GRACE (BMG)	
DEATH CAB FOR CUTIE / TRANSATLANTICISM (ATLANTIC_ELEKTRA)	
AVENGED SEVENFOLD / CITY OF EVIL (WARNER)	REDACTED
NATASHA BEDINGFIELD / UNWRITTEN (SONY)	
QUEEN / CLASSIC QUEEN (HOLLYWOOD)	
MARIAH CAREY / EMANCIPATION OF MIMI (POLYGRAM)	
USED / IN LOVE & DEATH (WARNER)	
PINK / I'M NOT DEAD (BMG)	
BLOC PARTY / SILENT ALARM (ATLANTIC_ELEKTRA)	
CIARA / GOODIES (BMG)	
BRAD PAISLEY / TIME WELL WASTED (BMG)	
DEPECHE MODE / PLAYING THE ANGEL (WARNER)	
DAVID BOWIE / BEST OF DAVID BOWIE (CAPITOL)	
ALAN JACKSON / GRT HITS V2 (BMG)	
DEM FRANCHIZE BOYZ / ON TOP OF OUR GAME (CAPITOL)	
BEN HARPER / BOTH SIDES OF THE GUN (CAPITOL)	
B-52'S / TIME CAPSULE-SONGS FOR A FUTUR (WARNER)	
NOTORIOUS B.I.G. / LIFE AFTER DEATH (UMG)	
PHIL COLLINS / HITS (ATLANTIC_ELEKTRA)	
RENT / BROADWAY CAST RECORDING (UMG)	
PRETTY RICKY / BLUE STARS (ATLANTIC_ELEKTRA)	
DESTINY'S CHILD / #1'S (SONY)	
RAY CHARLES / GENIUS LOVES COMPANY (UMG)	
FIVE FOR FIGHTING / BATTLE FOR EVERYTHING (SONY)	
D4L / DOWN FOR LIFE (ATLANTIC_ELEKTRA)	
RYAN CABRERA / TAKE IT ALL AWAY (ATLANTIC_ELEKTRA)	
JOHN MELLENCAMP / WORDS & MUSIC (POLYGRAM)	
MATCHBOX TWENTY / YOURSELF OR SOMEONE LIKE YOU (ATLANTIC_ELEKTRA)	
COHEED & CAMBRIA / GOOD APOLLO,I'M BURNING STAR I (SONY)	
NOW 18 / NOW 18 (SONY)	
TOTAL	