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

VOLUME III

VOLUME III

EXHIBIT CO 0275

RING TONE LICENSE

Agreement made August 1, 2005 between Zomba Enterprises Inc., 245 Fifth Avenue, New York, NY 10016 (hereinafter referred to as "Licensor") and 762Corp, 11350 Random Hills Road, Suite 800, Fairfax, VA 22030 (hereinafter "Licensee").

For good and valuable consideration, Licensor and the Licensee hereby agree as follows:

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on August 1, 2005 and expiring on July 31, 2006 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create an arrangement of the Compositions consisting of musical tones (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition, and record up to thirty (30) seconds of an Arrangement (the "Recording(s)");

(ii) To transform the Recordings into mobile ring tone formats or to incorporate up to thirty (30) seconds of a Composition as embodied in a pre-existing master recording (a "Master Recording") into a ring tone format (individually and collectively, a "Ring Tone");

(iii) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")

(iv) Subject to paragraph 1(b) below, to synchronize Ring Tones with graphic images (a "Graphic") (collectively, a "Graphic Tone") which may be viewed solely on a Customer's mobile telephone;

(v) To download or otherwise transmit Ring Tones or Graphic Tones onto mobile telephones (for a fee or otherwise) for personal use by the Customers (a "Download"), for the express purpose of such Ring Tone(s) sounding as a ringing alert on such mobile telephones;

(vi) To promote and advertise segments of the Graphic Tones or Ring Tones (not to exceed thirty (30) seconds each) on Customer's mobile phones and Licensee's and/or Third Party Companies' web site(s) for the sole purpose of allowing a Customer to preview a Ring Tone before purchasing same.

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Notwithstanding anything to the contrary contained herein, each Graphic Tone shall be subject to Licensor's prior written approval and shall be listed on Schedule "B" attached hereto.

(c) Schedule "A" and Schedule "B" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(d) All Arrangements created pursuant to this license shall be considered a "work made for hire" for Licensor. In the event the Arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the Arrangements and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

2. Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that Licensor shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

(a) Ring Tones: With respect to each individual Download of a Ring Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Ring Tone Downloaded (the "Ring Tone Royalty"), provided that in no circumstances shall the Ring Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.125 per Download irrespective of the price (if any) actually charged;

(b) Graphic Tones: With respect to each individual Download of a Graphic Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Graphic Tone Downloaded (the "Graphic Tone Royalty"), provided that in no circumstances shall the Graphic Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.20 per Download irrespective of the price (if any) actually charged;

(c) Fixing Fee: For each Composition initially converted to a Ring Tone or Graphic Tone, a one-time non-recoupable fixing fee equal to the Licensor Share of each applicable Composition multiplied by $25 (the "Fixing Fee"). For avoidance of doubt, if a Fixing Fee for a particular Composition is paid in connection with the creation of a Ring Tone, an additional Fixing Fee will not be due if such Ring Tone is later converted to a Graphic Tone. Conversely, if a Graphic Tone is initially created by Licensee, an additional Fixing Fee will not be due if the applicable Composition is later exploited solely as a Ring Tone.

(d) Advance: An advance of $5,000 recoupable from all Royalties payable hereunder.

(e) If at any time during the Term hereof Licensee pays any royalty, fixing or other service fee in connection with its Ring Tone or Graphic Tone service within the Territory to any other owner or administrator of musical compositions higher than the Ring Tone Royalty, Graphic Tone Royalty or Fixing Fee specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

(f) Reference is made to record companies which control certain Master Recordings (the "Record Companies") who may enter in agreements with Licensee which provide, among other things, that the Record Companies will pay to Licensor a royalty in connection with Compositions contained in Master Recordings exploited as Ring Tones by Licensee (the "RC Tones"). Only to the extent that Licensor enters into separate license agreements with such Record Companies which specifically provide that the applicable Record Company will compensate Licensor with respect to the sale of RC Tones shall Licensee not be obligated to pay Licensor Ring Tone Royalties in connection with the sale of RC Tones.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Ring Tones and Graphic Tones Downloaded; and (ii) all Ring Tones and Graphic Tones created. Each accounting shall report each Composition by title, song code number (as indicated on Schedules A and B), the number of Downloads and the resultant applicable Royalties due hereunder and be accompanied by payment to Licensor of all Royalties and Fixing Fees due. All accountings and resultant royalties and fees shall be forwarded to Zomba Enterprises Inc., 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones and Graphic Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of five percent (5%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensor gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Recordings or Ring Tones whatsoever.

8. (a) Licensor represents, warrants and agrees as follows (with respect to the Licensor Share of the Compositions described in Schedules A and B):

(i) Licensor has full right, power and authority to enter into this agreement and to grant to the Licensee all rights herein set out upon the terms and conditions herein.

(ii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iii) Licensor will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom Licensor administer with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(ii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iii) Upon receipt of written instruction from Licensor, Licensee shall not, to the extent permitted by law, license any Customer or other user that is engaged in piracy, illegal activities or other unauthorized use of the Ring Tones or the Compositions, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor.

(iv) Licensee shall either own or control and/or have valid and enforceable licenses with the applicable rights holders with respect to all aspects of their Ring Tone service including, without limitation, any Master Recordings and/or Graphics.

(c) Each party (for these purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Indemnitee shall notify Indemnitor of any claim presented to Indemnitee by a third party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the proceeding. No such claim asserted by a third party may be settled by Indemnitee without Indemnitor's prior written consent (such consent not to be unreasonably withheld or delayed), so long as Indemnitor is actively defending such claim in a manner consistent with industry norms, unless Indemnitee shall agree not to seek indemnity from Indemnitor for any settlement payment made by Indemnitee to the claimant.

9. (a) For the avoidance of doubt, no rights are granted in any Master Recordings of the Composition(s) or Graphics, and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

11. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

Zomba Enterprises Inc.

By: _____

762Corp

By: Christian Zimmerer
President

EXHIBIT CO 0276

RING TONE LICENSE

Agreement made August 1, 2005 between Zomba Enterprises Inc., 245 Fifth Avenue, New York, NY 10016 (hereinafter referred to as "Licensor") and Up-Mobile Corporation, 10305 NW 41st Street, Suite 208, Miami, FL 33178 (hereinafter "Licensee").

For good and valuable consideration, Licensor and the Licensee hereby agree as follows:

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on August 1, 2005 and expiring on July 31, 2006 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create an arrangement of the Compositions consisting of musical tones (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition, and record up to thirty (30) seconds of an Arrangement (the "Recording(s)");

(ii) To transform the Recordings into mobile ring tone formats or to incorporate up to thirty (30) seconds of a Composition as embodied in a pre-existing master recording (a "Master Recording") into a ring tone format (individually and collectively, a "Ring Tone");

(iii) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")

(iv) Subject to paragraph 1(b) below, to synchronize Ring Tones with graphic images (a "Graphic") (collectively, a "Graphic Tone") which may be viewed solely on a Customer's mobile telephone;

(v) To download or otherwise transmit Ring Tones or Graphic Tones onto mobile telephones (for a fee or otherwise) for personal use by the Customers (a "Download"), for the express purpose of such Ring Tone(s) sounding as a ringing alert on such mobile telephones;

(vi) To promote and advertise segments of the Graphic Tones or Ring Tones (not to exceed thirty (30) seconds each) on Customer's mobile phones and Licensee's and/or Third Party Companies' web site(s) for the sole purpose of allowing a Customer to preview a Ring Tone before purchasing same.

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Notwithstanding anything to the contrary contained herein, each Graphic Tone shall be subject to Licensor's prior written approval and shall be listed on Schedule "B" attached hereto.

(c) Schedule "A" and Schedule "B" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(d) All Arrangements created pursuant to this license shall be considered a "work made for hire" for Licensor. In the event the Arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the Arrangements and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

2. Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that Licensor shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

(a) Ring Tones: With respect to each individual Download of a Ring Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Ring Tone Downloaded (the "Ring Tone Royalty"), provided that in no circumstances shall the Ring Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.125 per Download irrespective of the price (if any) actually charged;

(b) Graphic Tones: With respect to each individual Download of a Graphic Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Graphic Tone Downloaded (the "Graphic Tone Royalty"), provided that in no circumstances shall the Graphic Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.20 per Download irrespective of the price (if any) actually charged;

(c) Fixing Fee: For each Composition initially converted to a Ring Tone or Graphic Tone, a one-time non-recoupable fixing fee equal to the Licensor Share of each applicable Composition multiplied by $25 (the "Fixing Fee"). For avoidance of doubt, if a Fixing Fee for a particular Composition is paid in connection with the creation of a Ring Tone, an additional Fixing Fee will not be due if such Ring Tone is later converted to a Graphic Tone. Conversely, if a Graphic Tone is initially created by Licensee, an additional Fixing Fee will not be due if the applicable Composition is later exploited solely as a Ring Tone.

(d) Advance: An advance of $5,000 recoupable from all Royalties payable hereunder.

(e) If at any time during the Term hereof Licensee pays any royalty, fixing or other service fee in connection with its Ring Tone or Graphic Tone service within the Territory to any other owner or administrator of musical compositions higher than the Ring Tone Royalty, Graphic Tone Royalty or Fixing Fee specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

(f) Reference is made to record companies which control certain Master Recordings (the "Record Companies") who may enter in agreements with Licensee which provide, among other things, that the Record Companies will pay to Licensor a royalty in connection with Compositions contained in Master Recordings exploited as Ring Tones by Licensee (the "RC Tones"). Only to the extent that Licensor enters into separate license agreements with such Record Companies which specifically provide that the applicable Record Company will compensate Licensor with respect to the sale of RC Tones shall Licensee not be obligated to pay Licensor Ring Tone Royalties in connection with the sale of RC Tones.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Ring Tones and Graphic Tones Downloaded; and (ii) all Ring Tones and Graphic Tones created. Each accounting shall report each Composition by title, song code number (as indicated on Schedules A and B), the number of Downloads and the resultant applicable Royalties due hereunder and be accompanied by payment to Licensor of all Royalties and Fixing Fees due. All accountings and resultant royalties and fees shall be forwarded to Zomba Enterprises Inc., 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones and Graphic Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of five percent (5%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensor gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Recordings or Ring Tones whatsoever.

8. (a) Licensor represents, warrants and agrees as follows (with respect to the Licensor Share of the Compositions described in Schedules A and B):

(i) Licensor has full right, power and authority to enter into this agreement and to grant to the Licensee all rights herein set out upon the terms and conditions herein.

(ii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iii) Licensor will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom Licensor administer with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(ii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iii) Upon receipt of written instruction from Licensor, Licensee shall not, to the extent permitted by law, license any Customer or other user that is engaged in piracy, illegal activities or other unauthorized use of the Ring Tones or the Compositions, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor.

(iv) Licensee shall either own or control and/or have valid and enforceable licenses with the applicable rights holders with respect to all aspects of their Ring Tone service including, without limitation, any Master Recordings and/or Graphics.

(c) Each party (for these purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Indemnitee shall notify Indemnitor of any claim presented to Indemnitee by a third party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the proceeding. No such claim asserted by a third party may be settled by Indemnitee without Indemnitor's prior written consent (such consent not to be unreasonably withheld or delayed), so long as Indemnitor is actively defending such claim in a manner consistent with industry norms, unless Indemnitee shall agree not to seek indemnity from Indemnitor for any settlement payment made by Indemnitee to the claimant.

9. (a) For the avoidance of doubt, no rights are granted in any Master Recordings of the Composition(s) or Graphics, and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

11. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

Zomba Enterprises Inc.

By: _____

Up-Mobile Corporation

By: _____

Vice President & CFO

EXHIBIT CO 0277

SHORT-FORM SYNCHRONIZATION LICENSE
BMG MUSIC PUBLISHING NA, INC.
245 FIFTH AVENUE, 8TH FLOOR
NEW YORK, NY 10016

Date: April 4, 2006
Effective as of July 19, 2005

MTV Networks
1633 Broadway
New York, NY 10019

Ladies and Gentlemen:

The following will set forth the terms and conditions upon which we have agreed to license the following composition (the "Composition") in connection with the following production (the "Production"):

1.	COMPOSITION:	"She Will (Be Loved)"
	Writer(s):	Adam Levine, Jesse Carmichael, Ryan Dusick, James Valentine, Mickey Madden
	Ownership and/or Control:	100% (BMI)
2.	PRODUCTION:	The television program, MTV's Laguna Beach, Season 1, Episode #111

3. GRANT OF RIGHTS:

In consideration of the license fee specified below, we hereby grant to you the following non-exclusive limited rights:

a. The right, license, privilege and authority to record the Composition in timed-relation with the Production, but not otherwise, and to make copies of such recordings only in the form of negatives and prints necessary for "sequential, linear" exhibitions and broadcasts, solely as hereinafter provided for, in accordance with the terms, conditions and limitations contained in this license agreement. As used in this license agreement, the term "sequential, linear" shall mean a predetermined order or sequence that allows for passive viewing only; the order, outcome and contents of which, including the music, lyrics and/or placement of the Composition, cannot be selected, altered or manipulated by the viewer other than through the performance of now-existing VCR and DVD player functions (i.e. stop, play, fast forward, rewind and pause).

b. The right to exhibit and/or broadcast, as applicable, the Production in the Territory, in all sequential, linear forms of media now known or hereafter devised (excluding theatrical exhibition) by means of (i) "Free Television" (i.e. via network, syndication and/or independent local telecasts), (ii) "Basic Cable Television" (i.e. via television

transmitted into the home via cable, satellite or direct broadcast where no fee is charged to the consumer for particular programming), (iii) "Pay Cable Television" (i.e. so-called 'subscription cable' and similar delivery systems, where a fee is paid by the consumer for a particular channel or tier of programming), (iv) "Pay-Per-View Television" (i.e. where a fee is paid by the consumer for a particular program), (v) "Non-theatrical Exhibition" (i.e. in-transit exhibition via plane, train or ship, and exhibition at military bases, museums, libraries and educational institutions), and (vi) the Internet provided that (A) you shall not permit and you shall ensure that no third party permits any viewer of the Production to alter or manipulate the Composition (or any portion thereof) in connection therewith, or access the Composition independent of the Production; (B) the length of that portion of the Composition used in timed-relation with the Production is not greater than the timing limitation set forth in paragraph 4 below; and (C) a valid public performance license from the applicable performance rights society(ies) has been secured for all Web sites streaming the Production. Notwithstanding the foregoing, you shall not have the right to use the Composition in any form of media which does not embody the Production substantially as originally released (excluding foreign language versions and versions for the hearing impaired).

c. The right to cause or authorize the fixation of the Composition as part of the entire Production, in substantially its original form, on "Videograms" (i.e. video cassettes, video tapes and other sequential, linear audio-visual devices now known or hereafter devised which are intended primarily for home use) and to sell, lease, rent and distribute such Videograms to the public in the Territory for home use in conjunction with a playback system or mechanism. Notwithstanding the above, you shall not have the right to use the Composition in any device which does not embody the Production substantially as originally released (excluding foreign language versions and versions for the hearing impaired). For the purposes hereof, the inclusion of "chapter stops" (i.e. addressable locator codes) on the applicable storage device shall not be deemed to constitute non-linear manipulation.

d. The foregoing shall include the right to include the portion of the Production containing the Composition, in context, for trailers promoting the Production (but excluding co-/cross promotions) in all media including but not limited to (i) all television media (ii) radio, (iii) "Non-theatrical Exhibition" (i.e. in-transit exhibition via plane, train or ship, and exhibition at military bases, museums, libraries and educational institutions), (iv) Theatrical Exhibition, (v) on "Videograms" (i.e. video cassettes, video tapes and other sequential, linear audio-visual devices now known or hereafter devised which are intended primarily for home use); (vi) the Internet by means of audiovisual streaming only, provided that (A) you shall not permit and you shall ensure that no third party permits any viewer of the trailer to download (on a permanent or limited basis), store, redistribute, alter or manipulate the Composition (or any portion thereof) in connection therewith, or access the Composition independent of the trailer; (B) the length of that portion of the Composition used in timed-relation with the trailer is not greater than the timing limitation set forth in paragraph 4 below; and (C) a valid public performance license from the applicable performance rights society(ies) has been secured for all Web sites streaming the trailer. Notwithstanding the foregoing, you shall not have the right to use the Composition in any form of media which does not embody the Production substantially as originally released (excluding foreign language versions and versions for the hearing impaired).

4. USAGE:

- Number of uses: One (1)

	- Type:	Background Instrumental
	- Maximum duration:	Two Minutes Fifteen Seconds (2:15)
	- Scene:	Composition is played at the end of the episode
5.	TERRITORY:	The World
6.	TERM:	Life of Copyright
7.	LICENSE FEE:	(i) Twenty Thousand Dollars ($20,000.00), payable upon execution hereof; (ii) Payment shall be made payable to BMG Music Publishing NA, Inc. and sent to: **BMG Film & Television Music, Attention: Anne K. Pohl, 245 Fifth Avenue, 8th Floor, New York, New York 10016.**
8.	OPTIONS:	None

9. PERFORMING RIGHTS:

The right to broadcast the Production in the Territory by means described above is and shall be available only under the following circumstances:

> Television And Other Broadcasts: You shall be responsible for securing, and paying for, whatever public performance licenses which are required in connection with the broadcast of the Production throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the License Fee shall not be inclusive of public performance monies and no public performance license is granted hereunder.

10. RESTRICTIONS:

You are not authorized to (i) alter the fundamental character of the music or the lyrics of the Composition, (ii) use the title or subtitle of the Composition as the title of the Production, (iii) use the story of the Composition, (iv) translate the Composition, (v) make phonorecords of the Composition, (vi) parody the Composition, or (vii) make any use of the Composition other than as set forth above. Specifically, the terms of this license agreement are limited to the use of the Composition as originally cleared and fixed in the Production (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 and/or distribution rights granted under this license agreement.

11. CUE SHEETS:

You agree to furnish us with a cue sheet of the Production within thirty (30) days after the full execution of this license agreement.

12. MOST FAVORED NATIONS:

Our consent to the foregoing is given with the proviso that no other publisher of a composition used in the Production and no master recording owner of the Composition shall receive a proportionately more favorable remuneration of any kind including, but not limited to, the Fee. In the event that you pay any other publisher and/or master recording owner of the Composition a higher pro-rata fee

than the Fee paid to us hereunder, you shall pay to us the difference between such higher pro-rata fee and that Fee paid to us.

13. CREDIT:

If any other publisher of a licensed composition used in the Production receives a credit in the Production, we shall be accorded a similar credit. Such credit shall be in the same location, and of the same size and prominence as the credit afforded the other publisher(s) having licensed compositions embodied in the Production, substantially in the following form:

As provided

14. WARRANTY AND INDEMNIFICATION:

We hereby warrant only that we have the right to license the Composition for the purposes set forth herein and this license is given and accepted without any other warranty or recourse. If, pursuant to a final adverse judgment in a court of competent jurisdiction, it is found that this warranty should be breached, in whole or in part, our liability with respect thereto shall be limited to the license fee heretofore paid by you, to us, for this license. You will give us prompt notice of any claim relating thereto and we shall have the right to assume the defense thereof.

15. LAW AND JURISDICTION:

This license agreement has been entered into in the State of New York, and the validity, interpretation and legal effect of this license 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. The New York state and federal courts will have exclusive jurisdiction of any controversies regarding this license agreement; and any action or other proceeding which involves such a controversy will be brought in the courts located within the State and County of New York and not elsewhere. This agreement shall not be changed or modified, or any covenant, representation, warranty or provision hereof waived, except by an agreement in writing signed by the party to be charged.

16. RESERVATION OF RIGHTS:

We reserve all rights not expressly granted to you in this license agreement. All rights granted hereunder are granted on a non-exclusive basis.

17. ASSIGNMENT:

The rights granted to you pursuant to this license agreement shall only be assignable by you for the sole purpose of the exploitation of the Production, provided that you guarantee that the third party assignee will adhere to the limitations and restrictions set forth in this license agreement, and provided further that any use or disposition of any copies of the Production shall at all times be subject to the terms and conditions hereof. This license agreement itself shall not be assignable by you except to a subsidiary, affiliated or controlling corporation or to any party owning, or acquiring, a substantial portion of your stock or assets. Any assignment made in violation of the restrictions contained in this license agreement shall be null and void *ab initio*.

THIS SPACE INTENTIONALLY LEFT BLANK

Notwithstanding anything to the contrary contained in this license agreement, you shall acquire no rights hereunder until actual receipt by us of the applicable license fee set forth herein.

Very truly yours,

BMG MUSIC PUBLISHING NA, INC.

By: _____
Anne K. Pohl
Director Film & TV Music Licensing
Federal Tax I.D. #95-3104625

READ AND AGREED:

By: _____

Print: Anita Chinkes
SVP Music and Media Licensing
Business and Legal Affairs

For and on behalf of
MTV Networks

EXHIBIT CO 0278

RING TONE LICENSE

Agreement made July 1, 2005 between BMG Music Publishing NA, Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and Thumbplay, Inc., 599 Broadway, Floor 11, New York, NY 10012 (hereinafter "Licensee").

For good and valuable consideration, Licensor and the Licensee hereby agree as follows:

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on July 1, 2005 and expiring on June 30, 2008 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create an arrangement of the Compositions consisting of musical tones (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition, and record up to thirty (30) seconds of an Arrangement (the "Recording(s)");

(ii) To transform the Recordings into mobile ring tone formats or to incorporate up to thirty (30) seconds of a Composition as embodied in a pre-existing master recording (a "Master Recording") into a ring tone format (individually and collectively, a "Ring Tone");

(iii) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")

(iv) Subject to paragraph 1(b) below, to synchronize Ring Tones with graphic images (a "Graphic") (collectively, a "Graphic Tone") which may be viewed solely on a Customer's mobile telephone;

(v) To download or otherwise transmit Ring Tones or Graphic Tones onto mobile telephones (for a fee or otherwise) for personal use by the Customers (a "Download"), for the express purpose of such Ring Tone(s) sounding as a ringing alert on such mobile telephones;

(vi) To promote and advertise segments of the Graphic Tones or Ring Tones (not to exceed thirty (30) seconds each) on Customer's mobile phones and Licensee's and/or Third Party Companies' web site(s) for the sole purpose of allowing a Customer to preview a Ring Tone before purchasing same.

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Notwithstanding anything to the contrary contained herein, each Graphic Tone shall be subject to Licensor's prior written approval and shall be listed on Schedule "B" attached hereto.

(c) Schedule "A" and Schedule "B" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(d) All Arrangements created pursuant to this license shall be considered a "work made for hire" for Licensor. In the event the Arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the Arrangements and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

2. Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that Licensor shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

CP

(a) Ring Tones: With respect to each individual Download of a Ring Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Ring Tone Downloaded (the "Ring Tone Royalty"), provided that in no circumstances shall the Ring Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.125 per Download irrespective of the price (if any) actually charged;

(b) Graphic Tones: With respect to each individual Download of a Graphic Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Graphic Tone Downloaded (the "Graphic Tone Royalty"), provided that in no circumstances shall the Graphic Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $ 20 per Download irrespective of the price (if any) actually charged;

(c) Advance: An advance of $5,000 recoupable from all Royalties payable hereunder.

(d) If at any time during the Term hereof Licensee pays any royalty, fixing or other service fee in connection with its Ring Tone or Graphic Tone service within the Territory to any other owner or administrator of musical compositions higher than the Ring Tone Royalty, Graphic Tone Royalty or Fixing Fee specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

(e) Reference is made to record companies which control certain Master Recordings (the "Record Companies") who may enter in agreements with Licensee which provide, among other things, that the Record Companies will pay to Licensor a royalty in connection with Compositions contained in Master Recordings exploited as Ring Tones by Licensee (the "RC Tones"). Only to the extent that Licensor enters into separate license agreements with such Record Companies which specifically provide that the applicable Record Company will compensate Licensor with respect to the sale of RC Tones shall Licensee not be obligated to pay Licensor Ring Tone Royalties in connection with the sale of RC Tones.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Ring Tones and Graphic Tones Downloaded; and (ii) all Ring Tones and Graphic Tones created. Each accounting shall report each Composition by title, song code number (as indicated on Schedules A and B), the number of Downloads and the resultant applicable Royalties due hereunder and be accompanied by payment to Licensor of all Royalties due. All accountings and resultant royalties and fees shall be forwarded to BMG Music Publishing NA, Inc., 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones and Graphic Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of five percent (5%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

CP

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensor gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Recordings or Ring Tones whatsoever.

8. (a) Licensor represents, warrants and agrees as follows (with respect to the Licensor Share of the Compositions described in Schedules A and B):

(i) Licensor has full right, power and authority to enter into this agreement and to grant to the Licensee all rights herein set out upon the terms and conditions herein.

(ii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iii) Licensor will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom Licensor administer with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(ii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iii) Upon receipt of written instruction from Licensor, Licensee shall not, to the extent permitted by law, license any Customer or other user that is engaged in piracy, illegal activities or other unauthorized use of the Ring Tones or the Compositions, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor.

CP

(iv) Licensee shall either own or control and/or have valid and enforceable licenses with the applicable rights holders with respect to all aspects of their Ring Tone service including, without limitation, any Master Recordings and/or Graphics.

(c) Each party (for these purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Indemnitee shall notify Indemnitor of any claim presented to Indemnitee by a third party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the proceeding. No such claim asserted by a third party may be settled by Indemnitee without Indemnitor's prior written consent (such consent not to be unreasonably withheld or delayed), so long as Indemnitor is actively defending such claim in a manner consistent with industry norms, unless Indemnitee shall agree not to seek indemnity from Indemnitor for any settlement payment made by Indemnitee to the claimant.

9. (a) For the avoidance of doubt, no rights are granted in any Master Recordings of the Composition(s) or Graphics, and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

CP

10. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

11. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

BMG Music Publishing NA, Inc

By: _____

Thumbplay, Inc.

By: _____ CMP 10/20/05

Chris Thomas
VP, Business Dev.

EXHIBIT CO 0279

RING TONE LICENSE

Agreement made July 1, 2005 between Zomba Enterprises Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and Thumbplay, Inc., 599 Broadway, Floor 11, New York, NY 10012 (hereinafter "Licensee").

For good and valuable consideration, Licensor and the Licensee hereby agree as follows:

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on July 1, 2005 and expiring on June 30, 2006 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create an arrangement of the Compositions consisting of musical tones (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition, and record up to thirty (30) seconds of an Arrangement (the "Recording(s)");

(ii) To transform the Recordings into mobile ring tone formats or to incorporate up to thirty (30) seconds of a Composition as embodied in a pre-existing master recording (a "Master Recording") into a ring tone format (individually and collectively, a "Ring Tone");

(iii) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")

(iv) Subject to paragraph 1(b) below, to synchronize Ring Tones with graphic images (a "Graphic") (collectively, a "Graphic Tone") which may be viewed solely on a Customer's mobile telephone;

(v) To download or otherwise transmit Ring Tones or Graphic Tones onto mobile telephones (for a fee or otherwise) for personal use by the Customers (a "Download"), for the express purpose of such Ring Tone(s) sounding as a ringing alert on such mobile telephones;

(vi) To promote and advertise segments of the Graphic Tones or Ring Tones (not to exceed thirty (30) seconds each) on Customer's mobile phones and Licensee's and/or Third Party Companies' web site(s) for the sole purpose of allowing a Customer to preview a Ring Tone before purchasing same.

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Notwithstanding anything to the contrary contained herein, each Graphic Tone shall be subject to Licensor's prior written approval and shall be listed on Schedule "B" attached hereto.

(c) Schedule "A" and Schedule "B" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(d) All Arrangements created pursuant to this license shall be considered a "work made for hire" for Licensor. In the event the Arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the Arrangements and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

2. Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that Licensor shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

CP

(a) Ring Tones: With respect to each individual Download of a Ring Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Ring Tone Downloaded (the "Ring Tone Royalty"), provided that in no circumstances shall the Ring Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.125 per Download irrespective of the price (if any) actually charged;

(b) Graphic Tones: With respect to each individual Download of a Graphic Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Graphic Tone Downloaded (the "Graphic Tone Royalty"), provided that in no circumstances shall the Graphic Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.20 per Download irrespective of the price (if any) actually charged;

(c) Advance: An advance of $5,000 recoupable from all Royalties payable hereunder.

(d) If at any time during the Term hereof Licensee pays any royalty, fixing or other service fee in connection with its Ring Tone or Graphic Tone service within the Territory to any other owner or administrator of musical compositions higher than the Ring Tone Royalty, Graphic Tone Royalty or Fixing Fee specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

(e) Reference is made to record companies which control certain Master Recordings (the "Record Companies") who may enter in agreements with Licensee which provide, among other things, that the Record Companies will pay to Licensor a royalty in connection with Compositions contained in Master Recordings exploited as Ring Tones by Licensee (the "RC Tones"). Only to the extent that Licensor enters into separate license agreements with such Record Companies which specifically provide that the applicable Record Company will compensate Licensor with respect to the sale of RC Tones shall Licensee not be obligated to pay Licensor Ring Tone Royalties in connection with the sale of RC Tones.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Ring Tones and Graphic Tones Downloaded; and (ii) all Ring Tones and Graphic Tones created. Each accounting shall report each Composition by title, song code number (as indicated on Schedules A and B), the number of Downloads and the resultant applicable Royalties due hereunder and be accompanied by payment to Licensor of all Royalties due. All accountings and resultant royalties and fees shall be forwarded to Zomba Enterprises Inc., 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones and Graphic Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of five percent (5%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

CP

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensor gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Recordings or Ring Tones whatsoever.

8. (a) Licensor represents, warrants and agrees as follows (with respect to the Licensor Share of the Compositions described in Schedules A and B):

(i) Licensor has full right, power and authority to enter into this agreement and to grant to the Licensee all rights herein set out upon the terms and conditions herein.

(ii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iii) Licensor will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom Licensor administer with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(ii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iii) Upon receipt of written instruction from Licensor, Licensee shall not, to the extent permitted by law, license any Customer or other user that is engaged in piracy, illegal activities or other unauthorized use of the Ring Tones or the Compositions, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor.

CP

10. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

11. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

Zomba Enterprises Inc.

By: _____

Thumbplay, Inc.

By: _____ CMP 10/20/05

VP of Business Dev

CP

EXHIBIT CO 0280

RING TONE LICENSE

Agreement made July 1, 2005 between BMG Music Publishing NA, Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and LaNetro USA Corp., 2100 Salzedo, 200 Coral Gables, FL 33134 (hereinafter "Licensee").

For good and valuable consideration, Licensor and the Licensee hereby agree as follows:

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on July 1, 2005 and expiring on June 30, 2006 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create an arrangement of the Compositions consisting of musical tones (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition, and record up to thirty (30) seconds of an Arrangement (the "Recording(s)");

(ii) To transform the Recordings into mobile ring tone formats or to incorporate up to thirty (30) seconds of a Composition as embodied in a pre-existing master recording (a "Master Recording") into a ring tone format (individually and collectively, a "Ring Tone");

(iii) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")

(iv) Subject to paragraph 1(b) below, to synchronize Ring Tones with graphic images (a "Graphic") (collectively, a "Graphic Tone") which may be viewed solely on a Customer's mobile telephone;

(v) To download or otherwise transmit Ring Tones or Graphic Tones onto mobile telephones (for a fee or otherwise) for personal use by the Customers (a "Download"), for the express purpose of such Ring Tone(s) sounding as a ringing alert on such mobile telephones;

(vi) To promote and advertise segments of the Graphic Tones or Ring Tones (not to exceed thirty (30) seconds each) on Customer's mobile phones and Licensee's and/or Third Party Companies' web site(s) for the sole purpose of allowing a Customer to preview a Ring Tone before purchasing same.

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Notwithstanding anything to the contrary contained herein, each Graphic Tone shall be subject to Licensor's prior written approval and shall be listed on Schedule "B" attached hereto.

(c) Schedule "A" and Schedule "B" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(d) All Arrangements created pursuant to this license shall be considered a "work made for hire" for Licensor. In the event the Arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the Arrangements and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

2. Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that Licensor shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

(a) Ring Tones: With respect to each individual Download of a Ring Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Ring Tone Downloaded (the "Ring Tone Royalty"), provided that in no circumstances shall the Ring Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.125 per Download irrespective of the price (if any) actually charged;

(b) Graphic Tones: With respect to each individual Download of a Graphic Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Graphic Tone Downloaded (the "Graphic Tone Royalty"), provided that in no circumstances shall the Graphic Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.20 per Download irrespective of the price (if any) actually charged;

(c) Fixing Fee: For each Composition initially converted to a Ring Tone or Graphic Tone, a one-time non-recoupable fixing fee equal to the Licensor Share of each applicable Composition multiplied by $25 (the "Fixing Fee"). For avoidance of doubt, if a Fixing Fee for a particular Composition is paid in connection with the creation of a Ring Tone, an additional Fixing Fee will not be due if such Ring Tone is later converted to a Graphic Tone. Conversely, if a Graphic Tone is initially created by Licensee, an additional Fixing Fee will not be due if the applicable Composition is later exploited solely as a Ring Tone.

(d) Advance: An advance of $10,000 recoupable from all Royalties payable hereunder.

(e) If at any time during the Term hereof Licensee pays any royalty, fixing or other service fee in connection with its Ring Tone or Graphic Tone service within the Territory to any other owner or administrator of musical compositions higher than the Ring Tone Royalty, Graphic Tone Royalty or Fixing Fee specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

(f) Reference is made to record companies which control certain Master Recordings (the "Record Companies") who may enter in agreements with Licensee which provide, among other things, that the Record Companies will pay to Licensor a royalty in connection with Compositions contained in Master Recordings exploited as Ring Tones by Licensee (the "RC Tones"). Only to the extent that Licensor enters into separate license agreements with such Record Companies which specifically provide that the applicable Record Company will compensate Licensor with respect to the sale of RC Tones shall Licensee not be obligated to pay Licensor Ring Tone Royalties in connection with the sale of RC Tones.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Ring Tones and Graphic Tones Downloaded; and (ii) all Ring Tones and Graphic Tones created. Each accounting shall report each Composition by title, song code number (as indicated on Schedules A and B), the number of Downloads and the resultant applicable Royalties due hereunder and be accompanied by payment to Licensor of all Royalties and Fixing Fees due. All accountings and resultant royalties and fees shall be forwarded to BMG Music Publishing NA, Inc., 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones and Graphic Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of five percent (5%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensor gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Recordings or Ring Tones whatsoever.

8. (a) Licensor represents, warrants and agrees as follows (with respect to the Licensor Share of the Compositions described in Schedules A and B):

(i) Licensor has full right, power and authority to enter into this agreement and to grant to the Licensee all rights herein set out upon the terms and conditions herein.

(ii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iii) Licensor will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom Licensor administer with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(ii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iii) Upon receipt of written instruction from Licensor, Licensee shall not, to the extent permitted by law, license any Customer or other user that is engaged in piracy, illegal activities or other unauthorized use of the Ring Tones or the Compositions, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor.

(iv) Licensee shall either own or control and/or have valid and enforceable licenses with the applicable rights holders with respect to all aspects of their Ring Tone service including, without limitation, any Master Recordings and/or Graphics.

(c) Each party (for these purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Indemnitee shall notify Indemnitor of any claim presented to Indemnitee by a third party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the proceeding. No such claim asserted by a third party may be settled by Indemnitee without Indemnitor's prior written consent (such consent not to be unreasonably withheld or delayed), so long as Indemnitor is actively defending such claim in a manner consistent with industry norms, unless Indemnitee shall agree not to seek indemnity from Indemnitor for any settlement payment made by Indemnitee to the claimant.

8. (a) For the avoidance of doubt, no rights are granted in any Master Recordings of the Composition(s) or Graphics, and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

11. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

BMG Music Publishing NA, Inc.

By: _____

LaNetro USA Corp.

By: _____

JAVIER PÉREZ DOLSET
PRESIDENT.

EXHIBIT CO 0281

May 19, 2006

FreeHand Systems, Inc.
95 First St., Suite 200
Los Altos, CA 94022

Re: FreeHand Systems, Inc. –w- BMG Music Publishing NA, Inc. & Zomba Enterprises, Inc. – Digital Print License Agreement dated July 1, 2005 (the "Agreement")

Gentlemen:

The following shall constitute an amendment to the referenced agreement. All capitalized terms (unless otherwise defined herein) shall have the same meaning as in the Agreement:

1. **Territory**

The licensed territory (the "Territory") shall be the World, provided however that in any instance in which Publisher's rights with respect to a specific Composition are less than worldwide, FreeHand's rights shall be limited to those territories in which Publisher has the right to distribute digital print versions of the applicable Compositions. Publisher shall advise Freehand of such territorial restrictions in advance of FreeHand's exploitation of any applicable Composition.

2. **Compositions**

For avoidance of doubt, the term "Compositions" shall be limited to Publisher's ownership and/or control of the applicable musical composition concerned. FreeHand shall have valid and enforceable licenses with any and all co-publishers, co-owners and/or co-administrators of all Compositions not controlled 100% by Publisher prior to FreeHand's exploitation of same.

3. **Arrangements**

FreeHand shall not make any arrangements of the Compositions which change the fundamental character of the Composition concerned.

4. **Advance**

The Advance specified in subparagraph 7(e) of the Agreement shall be payable by FreeHand to Publisher no later than July 1, 2006. Such amount (i.e. $25,000) shall be divided equally between BMG Music Publishing NA, Inc. (ID# 95-3104625) and Zomba Enterprises, Inc. (ID# 13-2911648).

5. <u>Notice</u>

Effective as of the date hereof and continuing throughout the remainder of the Term, all notices addressed to Publisher shall be forwarded to:

BMG Music Publishing
245 5th Avenue, 8th Floor
New York, NY 10016
Attn: Senior Vice President, Legal & Business Affairs

Except as modified above, the Agreement is hereby ratified and remains in full force and effect.

BMG Music Publishing NA, Inc.

By: _____

Zomba Enterprises, Inc.

By: _____

Agreed and Accepted:

FreeHand Systems, Inc.

By: _____

EXHIBIT CO 0282

FREEHAND SYSTEMS, INC.
LICENSE AND DISTRIBUTION AGREEMENT

This Agreement ("Agreement") is entered into this 1st day of July, 2005, by and between FreeHand Systems, Inc, a Nevada corporation ("FreeHand"), and BMG Music Publishing NA, Inc. and Zomba Enterprises, Inc., 1540 Broadway, New York, NY 10036 (collectively "Publisher").

RECITALS

Whereas, Publisher possesses the right to license to FreeHand copyrighted musical compositions owned and/or controlled by Publisher (the "Compositions"); and

Whereas, FreeHand through its wholly owned subsidiary Sunhawk, digitizes, prepares, enhances and distributes digital sheet music via FreeHand's and Sunhawk's digital distribution system; and

Whereas, Publisher has agreed to allow its Compositions to be converted into FreeHand's and Sunhawk's digital format and to be distributed and sold using FreeHand's and Sunhawk's digital distribution system.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth below, the parties agree as follows:

1. Intentionally Deleted.

2. DEFINITIONS.

For the purposes of this Agreement, the following terms shall have the following meanings:

a. "Convert" means digitize, prepare, enhance, save and/or deliver Compositions in a FreeHand and /or Sunhawk Format.

b. "DDS" refers to FreeHand's/Sunhawk Digital Distribution System, which means FreeHand's proprietary method of encoding, electronically transmitting, decoding and/or maintaining the distribution of digital media.

c. "Net Receipts" means the gross amount of monies actually received by FreeHand, or credited to FreeHand's account from the sale of any Solero Product and/or FreeHand Product, less any returns, refunds, taxes, discounts, chargebacks, credit card fees, online payment method fees, and promotions. Notwithstanding the foregoing, it is acknowledged and agreed that Net Receipts shall be

no less than eighty five percent (85%) of the applicable Product's retail selling price.

d. "FreeHand Product" means Compositions converted into a digital FreeHand and/or Sunhawk format to be used on FreeHand MusicPad products.

e. "Solero Product" means Compositions converted into an interactive digital FreeHand and/or Sunhawk Format.

f. "Solero Viewer" means FreeHand's/Sunhawk current digital player/viewer as well as any improved or modified digital player/viewer(s) that FreeHand may distribute during the term of this Agreement, and shall include co-branded or third party branded viewers distributed under license from FreeHand.

g. "FreeHand or Sunhawk Format" means the proprietary FreeHand data format compatible with FreeHand's/Sunhawk DDS.

3. LICENSE.

Publisher grants to FreeHand the following non-exclusive rights:

a. Conversion. FreeHand shall be entitled to convert Compositions into the appropriate Solero Product and/or FreeHand Product.

b. Reproduction and Distribution. FreeHand shall be entitled to reproduce and distribute the Solero Product and/or FreeHand Product in accordance with the terms of this agreement. FreeHand shall be entitled to use, and grant end-users the right to use, purchase, download, view, transpose, display, preview, print, play, and store Solero Product and/or FreeHand Product.

c. Promotional Material. FreeHand shall be entitled to display on FreeHand's and/or Sunhawk's website, on the websites of third parties designated by FreeHand, and in FreeHand's promotional material, the identity of the Compositions and the names of the applicable songwriters.

d. Digital Files. Freehand shall have the right to purchase from Publisher copies of digital sheet music files of certain Compositions ("Publisher Files") at a cost of ten dollars ($10) per File and in turn use Publisher Files to create Solero Products and/or FreeHand Products. For avoidance of doubt, only Solero Products and/or FreeHand Products created from Publisher Files shall be owned by FreeHand, it being understood and agreed that the applicable underlying Publisher File(s) shall continue to be owned by Publisher.

4. CONVERSION.

FreeHand and Publisher agree that the conversion of all works subject to this Agreement shall be effected as follows:

a. Materials. Publisher shall deliver to FreeHand a list of Compositions and Publisher Files available for exploitation along with the applicable copyright information which FreeHand shall include with each Solero Product and/or FreeHand Product.

b. Conversion. FreeHand shall Convert the Compositions or Publisher Files into the agreed upon Solero Product and/or FreeHand Product and store the Solero Product and/or FreeHand Product.

c. Costs.

i. Solero Product.

FreeHand will absorb the costs associated with the Conversion of the Compositions and/or the Publisher Files received into Solero Product.

ii. FreeHand Product.

FreeHand shall pay for all costs associated with the Conversion of the Compositions and/or the Publisher Files into FreeHand Product.

d. Ownership. All title to, and ownership in, any intellectual property and all other rights in the Solero Product, FreeHand Product, digital files (other than the Publisher Files), file format, software, code or other material or information included in the Solero Product and/or FreeHand Product shall belong to FreeHand subject to Publisher's ownership of the underlying copyrights of the Compositions and the Publisher Files. Any arrangements of the Compositions created pursuant to this license shall be considered a "work made for hire" for Publisher. In the event the any such arrangement is deemed not to be a work made for hire, then the FreeHand hereby sells, assigns, and transfers over to Publisher, and releases and quitclaims unto Publisher, its successors and assigns, all right, title and interest in and to the arrangements and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

5. ORDER PROCESSING AND DISTRIBUTION.

FreeHand and Publisher agree that the order processing and distribution subject to this Agreement shall be effected as follows:

a. Order Processing. FreeHand shall be responsible for processing orders placed through its website(s). Processing includes taking orders, collecting payment, fulfilling the orders, returns, cancellations, and providing customer service and technical support to the end-user.

b. Posting to Website(s). FreeHand shall post the Solero Product and/or FreeHand Product on its website(s), or the websites of third parties designated by FreeHand and approved by Publisher in writing – which will not be unreasonably withheld, for distribution to end-users, provided, however, that FreeHand shall first post copies for the Publisher's

review on a secure web page. Publisher shall have Thirty (30) days to review and approve the Solero Product and/or FreeHand Product. Publisher agrees that its approval shall not be unreasonably withheld and that failure to comment within the Thirty (30) day period shall deem approval.

c. Sampling. FreeHand shall allow end-users using the Solero Viewer to preview a portion of the Solero Product and/or FreeHand Product solely for the purpose of identifying the applicable musical composition.

d. Distributing. When an end-user, using the Solero Viewer, purchases a Solero Product, and/or FreeHand Product, FreeHand shall allow the end-user to, as applicable, view, use, transpose, display, print, play, and store the entire Solero Product and/or FreeHand Product.

6. SECURITY.

FreeHand shall distribute Solero Product and/or FreeHand Product using its proprietary e-commerce and encryption technology. FreeHand shall monitor its e-commerce and encryption technology and upon learning a material failure of the security mechanism, shall use reasonable efforts to promptly correct or upgrade its encryption technology. Isolated incidents of decryption, without a compromise of the overall encryption scheme, will not be deemed a material failure of the security mechanism. Publisher's sole remedy for the compromise of the security mechanism shall be Publisher's right to require FreeHand to suspend distribution of the Solero Product and/or FreeHand Product until Publisher is reasonably satisfied that such mechanisms have been repaired or replaced.

7. ROYALTIES.

FreeHand shall pay to Publisher, as follows (the "Royalties"):

a. Solero Product. FreeHand shall pay to Publisher 50 percent of FreeHand's Net Receipts from the sale of each Solero Product .

b. FreeHand Product. FreeHand shall pay to Publisher 50 percent of FreeHand's Net Receipts from the sale of each FreeHand Product.

c. Promotions. No royalty shall be payable for promotional Product distributed free of charge. FreeHand shall seek written consent from Publisher in advance of any promotions.

d. Full Payment. The Royalties set forth in this Section shall be the only amounts payable to Publisher or any other person or entity for the exercise of the licenses granted in, and the uses contemplated by, this Agreement. FreeHand shall not be responsible for payments to be made to writer(s), publisher(s), arranger(s), or any other person or entity.

e. Advance. Promptly following execution of this Agreement Freehand shall pay to Publisher an advance of twenty five thousand dollars ($25,000) which shall be recoupable from all Royalties payable hereunder.

8. STATEMENTS, PAYMENTS, AUDITS.

FreeHand and Publisher agree that the statements, payments and audit subject to this Agreement shall be effected as follows:

a. Payment. Within forty-five (45) days following the end of each quarter-annual period, i.e. ending March 31st, June 30th, September 30th and December 31st, Freehand shall render to Publisher a true and detailed accounting of all Compositions sold. Each accounting shall report each Work by title, song code number (as supplied to FreeHand) the number of sales which took place during such period and the resultant applicable Royalties due hereunder and be accompanied by payment to Publisher of such Royalties. All accountings and resultant Royalties shall be forwarded to BMG Music Publishing NA, Inc., 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

b. Statements. Accounting statements shall be conclusive and binding on Publisher in all respects and Publisher shall be barred from maintaining or instituting any action or objection to any accounting statement unless Publisher shall give FreeHand a detailed written objection, stating the basis thereof, within the earlier of (i) thirty-six (36) months following the end of the accounting period which is subject to dispute; or (ii) twelve (12) months following Publisher's audit of such accounting period.

c. Audits. Upon thirty (30) days prior written notice, and not more than once during each calendar year, Publisher shall have the right to cause an independent CPA or other accounting professional experienced in music industry audits to conduct an inspection of FreeHand's books and records with respect to Solero Product and/or FreeHand Product. Inspections must be performed at FreeHand's office during normal business hours. Such audit shall be conducted at Publisher's sole expense, except that if any audit reveals an error resulting in an underpayment to Publisher of five percent (5%) or more of the total amount accounted to Publisher during the accounting periods audited, then FreeHand shall pay to Publisher all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

9. TERM, TERMINATION.

a. Term. This Agreement shall continue for a term of three (3) years commencing on the date first written above (the "Initial Term"). Thereafter, the Term shall continue for two (2) additional years and thereafter on a year to year basis unless either party gives the other no less than thirty (30) days written notice terminating the Term.

10. WARRANTIES.

FreeHand and Publisher agree that the warranties subject to this Agreement shall be effected as follows:

a. Publisher's Representations and Warranties. Publisher warrants and represents that, solely with respect to the portion of each Composition controlled by Publisher: (i) Publisher has the full and unrestricted right to enter this Agreement and to grant to FreeHand all of the rights herein granted; (ii) The Compositions are original copyrighted

works and in no way infringe the copyright or other rights of any third party; and (iii) Publisher shall pay any and all royalties, fees and other sums due to the songwriters of the Compositions as well as to publishers and co-publishers whom Publisher administers with respect to the royalties received by it hereunder.

b. FreeHand's Representations and Warranties. FreeHand warrants and represents that FreeHand has the full and unrestricted right to enter this Agreement and that FreeHand shall either own or control and/or have valid and enforceable licenses with the applicable rights holders with respect to all aspects of their digital sheet music service.

11. INDEMNITY.

Each party (for these purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Indemnitee shall notify Indemnitor of any claim presented to Indemnitee by a third party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the proceeding. No such claim asserted by a third party may be settled by Indemnitee without Indemnitor's prior written consent (such consent not to be unreasonably withheld or delayed), so long as Indemnitor is actively defending such claim in a manner consistent with industry norms, unless Indemnitee shall agree not to seek indemnity from Indemnitor for any settlement payment made by Indemnitee to the claimant.

12. NOTICES.

All notices or other communications required or permitted by this Agreement (except accounting and royalty payments) shall be in writing and shall be sufficiently given if sent by certified or registered US mail, postage paid, return receipt requested, addressed as follows:

If To FreeHand: FreeHand Systems, Inc.
95 First St, Suite 200
Los Altos, CA 94022
Attn: Publisher Contracts

If To Publisher:

BMG Music Publishing NA, Inc.

1540 Broadway

New York, NY 10036

Attn: Vice President, Legal & Business Affairs

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first set forth above.

FreeHand Systems, Inc

By: Ron Lore
Its: CFO

Publisher: BMG Music Publishing NA, Inc.

By: _____
Its: _____

Publisher: Zomba Enterprises, Inc.

By: Peter Brodsky
Its: VP + Secretary

EXHIBIT CO 0283

Internet Karaoke License

Agreement made June 1, 2005 between Zomba Enterprises, Inc., 1540 Broadway, New York, New York 10036 (collectively referred to herein as "Licensor") and Downplay, Inc., 6 Jenner, Suite 230, Irvine, CA 92618 (hereinafter "Licensee"). For good and valuable consideration, Licensor and Licensee hereby agree as follows:

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the World ("the Territory") for a term commencing on June 1, 2005 and expiring on May 31, 2006 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) The right to create digital sound recordings of the Compositions (the "File(s)");

(ii) The right to synchronize the Files to the lyrics of the Compositions (the "Lyrics") and additional background images (the "Images") which may be blank or consist of visual images which may or may not follow the theme of the Composition (collectively a "Work");

(iii) The right to create a database containing the Works which is accessible by Licensee's customers or subscribers and/or third party companies serviced by Licensee ("Third Party Companies") who in turn service customers or subscribers (the "Customers") via the web sites listed on Schedule "B" attached hereto (the "Sites");

(iv) The right to store Works on peripheral servers to facilitate the delivery of Works to Third Party Companies;

(v) The right to download from the Sites to Customers' personal computers, PDAs, or other digital hard drive storage devices ("Devices"), for a fee or otherwise, the Work(s) (a "Download");

(vi) The right to allow Customers to solely play back the Works via Devices and view the Lyrics for the express purpose of singing along to the Compositions;

(vii) The right to promote and advertise segments of the Works (not to exceed thirty (30) seconds each) solely via streaming such segments from the Sites to allow Customers to preview a Work before purchasing same.

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) (i) Schedule "A" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(ii) Additional Sites may be added to Schedule "B", in Licensor's discretion, from time to time as requested by Licensee.

(c) All arrangements of the Compositions created by Licensee in connection with the creation of the Works shall be considered a "work made for hire" for Licensor. In the event such arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the arrangements of the Works and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

2. Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time due to an objection or claim received by the writer(s), co-publisher(s) or owner(s) of such Compositions (a "Restricted Composition"). In the event that Licensor shall

request Licensee to cease using any Restricted Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

(a) With respect to each individual Download, a sum equal to the Licensor Share of each applicable Composition multiplied by fifteen percent (15%) of the actual price charged to Customers for each Work Downloaded ("the Royalty"), provided that in no circumstances shall the Royalty be less than the Licensor Share of each applicable Composition multiplied by $.20 per Download irrespective of the price (if any) actually charged.

(b) An advance of $2,500 which shall be recoupable from the Royalties payable hereunder.

(c) If at any time during the Term hereof Licensee pays any royalty or any type of fixing fee in connection with its karaoke service in relation to downloading or otherwise obtaining musical compositions from the Sites within the Territory to any other owner or administrator of musical compositions higher than the Royalty, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Works Downloaded and (ii) all new Works created. Each accounting shall report each Composition by title, song code number (as indicated on Schedule A), the number of Downloads and the resultant Royalties due hereunder and be accompanied by payment to Licensor of all Royalties due. All accountings and resultant royalties shall be forwarded to Director of New Media, 1540 Broadway, New York, NY 10036.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Works hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of ten percent (10%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable third party audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent (not to be unreasonably withheld) and any purported such assignment, transfer or license shall be void *ab initio*.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensee's receipt of Licensor's notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests,

directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent, not to be unreasonably withheld.

(b) Subject to U.S. bankruptcy law, this Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Works hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Files, Lyrics or Works whatsoever.

8. (a) Licensor represents, warrants and agrees as follows (with respect to the Licensor Share of the Compositions described in Schedule A):

(i) Licensor has full right, power and authority to enter into this agreement and to grant to Licensee all rights set forth herein.

(ii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iii) Licensor will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom Licensor administers with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(ii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iii) Licensee shall either own or control and/or have valid and enforceable licenses with the applicable rights holders with respect to all aspects of their karaoke service.

(iv) Licensee shall not synchronize any Composition with any Images that could reasonably be perceived as offensive or obscene or as an endorsement of any unrelated product or service.

(v) Licensee shall not use the Composition in a manner that infringes upon the proprietary rights of any third party (including without limitation intellectual property, publicity and privacy rights) or in connection with endorsements, commercials, co-promotions or cross-promotions of any service, product or entity.

(c) Each party (for these purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Indemnitee shall notify Indemnitor of any claim presented to Indemnitee by a third party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the

proceeding. No such claim asserted by a third party may be settled by Indemnitee without Indemnitor's prior written consent (such consent not to be unreasonably withheld or delayed), so long as Indemnitor is actively defending such claim in a manner consistent with industry norms, unless Indemnitee shall agree not to seek indemnity from Indemnitor for any settlement payment made by Indemnitee to the claimant.

9. (a) For the avoidance of doubt, no rights are granted other that those expressly referred to herein including, without limitation, the Images and any master recordings of the Compositions.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its karaoke service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with karaoke, if any, and no public performance license is granted hereunder.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

11. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

Zomba Enterprises, Inc.

By: _____

Agreed and Accepted:

Downplay, Inc.

By: _____

Seung Chul Won aka. Steve Won
9/19/05

SCHEDULE "A"

COMPOSITIONS

Please see attached sheet

Downplay's Schedule B	
Company	**Website**
BlueGrass	http://www.downplay.com/jmap/bluegrass/index.jsp
First Cell	http://www.downplay.com/jmap/firstcellular/index.jsp
my-siemens	http://www.downplay.com/siemensen/tone.jsp?device=s56
Cellular South (TELEPAK)	http://www.downplay.com/telepak/tone.jsp?color=magenta&mobile=9496365004
Iowa Wireless	http://www.downplay.com/jmap/iowawireless/index.jsp
Cell Com	http://www.downplay.com/jmap/cellcom/index.jsp
Thumb Wireless	http://www.downplay.com/jmap/thumb/index.jsp
TMP	http://www.downplay.com/tmp/index.jsp?device=3595&phonenum=1112223333
Downplay.com	http://www.downplay.com

EXHIBIT CO 0284

RING TONE LICENSE

Agreement made June 1, 2005 between BMG Music Publishing NA, Inc., 245 Fifth Avenue, New York, NY 10016 (hereinafter referred to as "Licensor") and Yamaha Music Interactive, Inc., 689 5th Avenue, 11th Floor, New York, NY 10022 (hereinafter "Licensee").

For good and valuable consideration, Licensor and the Licensee hereby agree as follows:

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on June 1, 2005 and expiring on May 31, 2006 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create an arrangement of the Compositions consisting of musical tones (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition, and record up to thirty (30) seconds of an Arrangement (the "Recording(s)");

(ii) To transform the Recordings into mobile ring tone formats or to incorporate up to thirty (30) seconds of a Composition as embodied in a pre-existing master recording (a "Master Recording") into a ring tone format (individually and collectively, a "Ring Tone");

(iii) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")

(iv) Subject to paragraph 1(b) below, to synchronize Ring Tones with graphic images (a "Graphic") (collectively, a "Graphic Tone") which may be viewed solely on a Customer's mobile telephone;

(v) To download or otherwise transmit Ring Tones or Graphic Tones onto mobile telephones (for a fee or otherwise) for personal use by the Customers (a "Download"), for the express purpose of such Ring Tone(s) sounding as a ringing alert on such mobile telephones;

(vi) To promote and advertise segments of the Graphic Tones or Ring Tones (not to exceed thirty (30) seconds each) on Customer's mobile phones and Licensee's and/or Third Party Companies' web site(s) for the sole purpose of allowing a Customer to preview a Ring Tone before purchasing same.

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Notwithstanding anything to the contrary contained herein, each Graphic Tone shall be subject to Licensor's prior written approval and shall be listed on Schedule "B" attached hereto.

(c) Schedule "A" and Schedule "B" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(d) All Arrangements created pursuant to this license shall be considered a "work made for hire" for Licensor. In the event the Arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the Arrangements and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

2. Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that Licensor shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

(a) Ring Tones: With respect to each individual Download of a Ring Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Ring Tone Downloaded (the "Ring Tone Royalty"), provided that in no circumstances shall the Ring Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.125 per Download irrespective of the price (if any) actually charged;

(b) Graphic Tones: With respect to each individual Download of a Graphic Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Graphic Tone Downloaded (the "Graphic Tone Royalty"), provided that in no circumstances shall the Graphic Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.20 per Download irrespective of the price (if any) actually charged;

(c) Fixing Fee: For each Composition initially converted to a Ring Tone or Graphic Tone, a one-time non-recoupable fixing fee equal to the Licensor Share of each applicable Composition multiplied by $25 (the "Fixing Fee"). For avoidance of doubt, if a Fixing Fee for a particular Composition is paid in connection with the creation of a Ring Tone, an additional Fixing Fee will not be due if such Ring Tone is later converted to a Graphic Tone. Conversely, if a Graphic Tone is initially created by Licensee, an additional Fixing Fee will not be due if the applicable Composition is later exploited solely as a Ring Tone.

(d) If at any time during the Term hereof Licensee pays any royalty, fixing or other service fee in connection with its Ring Tone or Graphic Tone service within the Territory to any other owner or administrator of musical compositions higher than the Ring Tone Royalty, Graphic Tone Royalty or Fixing Fee specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

(e) Reference is made to record companies which control certain Master Recordings (the "Record Companies") who may enter in agreements with Licensee which provide, among other things, that the Record Companies will pay to Licensor a royalty in connection with Compositions contained in Master Recordings exploited as Ring Tones by Licensee (the "RC Tones"). Only to the extent that Licensor enters into separate license agreements with such Record Companies which specifically provide that the applicable Record Company will compensate Licensor with respect to the sale of RC Tones shall Licensee not be obligated to pay Licensor Ring Tone Royalties in connection with the sale of RC Tones.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Ring Tones and Graphic Tones Downloaded; and (ii) all Ring Tones and Graphic Tones created. Each accounting shall report each Composition by title, song code number (as indicated on Schedules A and B), the number of Downloads and the resultant applicable Royalties due hereunder and be accompanied by payment to Licensor of all Royalties and Fixing Fees due. All accountings and resultant royalties and fees shall be forwarded to BMG Music Publishing NA, Inc., 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones and Graphic Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of five percent (5%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to

Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensor gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Recordings or Ring Tones whatsoever.

8. (a) Licensor represents, warrants and agrees as follows (with respect to the Licensor Share of the Compositions described in Schedules A and B):

(i) Licensor has full right, power and authority to enter into this agreement and to grant to the Licensee all rights herein set out upon the terms and conditions herein.

(ii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iii) Licensor will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom Licensor administer with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(ii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iii) Upon receipt of written instruction from Licensor, Licensee shall not, to the extent permitted by law, license any Customer or other user that is engaged in piracy, illegal activities or other unauthorized use of the Ring Tones or the Compositions, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor.

(iv) Licensee shall either own or control and/or have valid and enforceable licenses with the applicable rights holders with respect to all aspects of their Ring Tone service including, without limitation, any Master Recordings and/or Graphics.

(c) Each party (for these purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Indemnitee shall notify Indemnitor of any claim presented to Indemnitee by a third party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the proceeding. No such claim asserted by a third party may be settled by Indemnitee without Indemnitor's prior written consent (such consent not to be unreasonably withheld or delayed), so long as Indemnitor is actively defending such claim in a manner consistent with industry norms, unless Indemnitee shall agree not to seek indemnity from Indemnitor for any settlement payment made by Indemnitee to the claimant.

9. (a) For the avoidance of doubt, no rights are granted in any Master Recordings of the Composition(s) or Graphics, and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

11. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

BMG Music Publishing NA, Inc.

By: _____

Yamaha Music Interactive, Inc.

By: _____
07-29-05

EXHIBIT CO 0285

RING TONE LICENSE

Agreement made June 1, 2005 between BMG Music Publishing NA, Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and Improvista Interactive Music, Inc., 779 East Evelyn Avenue, Suite E, Mountain View, CA 94041 (hereinafter "Licensee").

For good and valuable consideration, Licensor and the Licensee hereby agree as follows:

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on June 1, 2005 and expiring on May 31, 2006 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create an arrangement of the Compositions consisting of musical tones (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition, and record up to forty five (45) seconds of an Arrangement (the "Recording(s)");

(ii) To transform the Recordings into mobile ring tone formats or to incorporate up to forty five (45) seconds of a Composition as embodied in a pre-existing master recording (a "Master Recording") into a ring tone format (individually and collectively, a "Ring Tone");

(iii) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")

(iv) Subject to paragraph 1(b) below, to synchronize Ring Tones with graphic images (a "Graphic") (collectively, a "Graphic Tone") which may be viewed solely on a Customer's mobile telephone;

(v) To download or otherwise transmit Ring Tones or Graphic Tones onto mobile telephones (for a fee or otherwise) for personal use by the Customers (a "Download"), for the express purpose of such Ring Tone(s) sounding as a ringing alert on such mobile telephones;

(vi) To promote and advertise segments of the Graphic Tones or Ring Tones (not to exceed thirty (30) seconds each) on Customer's mobile phones and Licensee's and/or Third Party Companies' web site(s) for the sole purpose of allowing a Customer to preview a Ring Tone before purchasing same.

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Notwithstanding anything to the contrary contained herein, each Graphic Tone shall be subject to Licensor's prior written approval and shall be listed on Schedule "B" attached hereto.

(c) Schedule "A" and Schedule "B" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(d) All Arrangements created pursuant to this license shall be considered a "work made for hire" for Licensor. In the event the Arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the Arrangements and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

2. Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that Licensor shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

(a) Ring Tones: With respect to each individual Download of a Ring Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Ring Tone Downloaded (the "Ring Tone Royalty"), provided that in no circumstances shall the Ring Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.125 per Download irrespective of the price (if any) actually charged;

(b) Graphic Tones: With respect to each individual Download of a Graphic Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Graphic Tone Downloaded (the "Graphic Tone Royalty"), provided that in no circumstances shall the Graphic Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.20 per Download irrespective of the price (if any) actually charged;

(c) Fixing Fee: For each Composition initially converted to a Ring Tone or Graphic Tone, a one-time non-recoupable fixing fee equal to the Licensor Share of each applicable Composition multiplied by $25 (the "Fixing Fee"). For avoidance of doubt, if a Fixing Fee for a particular Composition is paid in connection with the creation of a Ring Tone, an additional Fixing Fee will not be due if such Ring Tone is later converted to a Graphic Tone. Conversely, if a Graphic Tone is initially created by Licensee, an additional Fixing Fee will not be due if the applicable Composition is later exploited solely as a Ring Tone.

(d) If at any time during the Term hereof Licensee pays any royalty, fixing or other service fee in connection with its Ring Tone or Graphic Tone service within the Territory to any other owner or administrator of musical compositions higher than the Ring Tone Royalty, Graphic Tone Royalty or Fixing Fee specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

(e) Reference is made to record companies which control certain Master Recordings (the "Record Companies") who may enter in agreements with Licensee which provide, among other things, that the Record Companies will pay to Licensor a royalty in connection with Compositions contained in Master Recordings exploited as Ring Tones by Licensee (the "RC Tones"). Only to the extent that Licensor enters into separate license agreements with such Record Companies which specifically provide that the applicable Record Company will compensate Licensor with respect to the sale of RC Tones shall Licensee not be obligated to pay Licensor Ring Tone Royalties in connection with the sale of RC Tones.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Ring Tones and Graphic Tones Downloaded; and (ii) all Ring Tones and Graphic Tones created. Each accounting shall report each Composition by title, song code number (as indicated on Schedules A and B), the number of Downloads and the resultant applicable Royalties due hereunder and be accompanied by payment to Licensor of all Royalties and Fixing Fees due. All accountings and resultant royalties and fees shall be forwarded to BMG Music Publishing NA, Inc., 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones and Graphic Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of five percent (5%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to

Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensor gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Recordings or Ring Tones whatsoever.

8. (a) Licensor represents, warrants and agrees as follows (with respect to the Licensor Share of the Compositions described in Schedules A and B):

(i) Licensor has full right, power and authority to enter into this agreement and to grant to the Licensee all rights herein set out upon the terms and conditions herein.

(ii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iii) Licensor will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom Licensor administer with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(ii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iii) Upon receipt of written instruction from Licensor, Licensee shall not, to the extent permitted by law, license any Customer or other user that is engaged in piracy, illegal activities or other unauthorized use of the Ring Tones or the Compositions, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor.

(iv) Licensee shall either own or control and/or have valid and enforceable licenses with the applicable rights holders with respect to all aspects of their Ring Tone service including, without limitation, any Master Recordings and/or Graphics.

(c) Each party (for these purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Indemnitee shall notify Indemnitor of any claim presented to Indemnitee by a third party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the proceeding. No such claim asserted by a third party may be settled by Indemnitee without Indemnitor's prior written consent (such consent not to be unreasonably withheld or delayed), so long as Indemnitor is actively defending such claim in a manner consistent with industry norms, unless Indemnitee shall agree not to seek indemnity from Indemnitor for any settlement payment made by Indemnitee to the claimant.

9. (a) For the avoidance of doubt, no rights are granted in any Master Recordings of the Composition(s) or Graphics, and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

11. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

BMG Music Publishing NA, Inc.

By: _____

Improvista Interactive Music, Inc.

By: _____ 6/23/05

Noriyuki Ken Okada
President & CEO

EXHIBIT CO 0286

RING TONE LICENSE

Agreement made June 1, 2005 between Zomba Enterprises Inc., 245 Fifth Avenue, New York, NY 10016 (hereinafter referred to as "Licensor") and Yamaha Music Interactive, Inc., 689 5th Avenue, 11th Floor, New York, NY 10022 (hereinafter "Licensee").

For good and valuable consideration, Licensor and the Licensee hereby agree as follows:

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on June 1, 2005 and expiring on May 31, 2006 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create an arrangement of the Compositions consisting of musical tones (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition, and record up to thirty (30) seconds of an Arrangement (the "Recording(s)");

(ii) To transform the Recordings into mobile ring tone formats or to incorporate up to thirty (30) seconds of a Composition as embodied in a pre-existing master recording (a "Master Recording") into a ring tone format (individually and collectively, a "Ring Tone");

(iii) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")

(iv) Subject to paragraph 1(b) below, to synchronize Ring Tones with graphic images (a "Graphic") (collectively, a "Graphic Tone") which may be viewed solely on a Customer's mobile telephone;

(v) To download or otherwise transmit Ring Tones or Graphic Tones onto mobile telephones (for a fee or otherwise) for personal use by the Customers (a "Download"), for the express purpose of such Ring Tone(s) sounding as a ringing alert on such mobile telephones;

(vi) To promote and advertise segments of the Graphic Tones or Ring Tones (not to exceed thirty (30) seconds each) on Customer's mobile phones and Licensee's and/or Third Party Companies' web site(s) for the sole purpose of allowing a Customer to preview a Ring Tone before purchasing same.

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Notwithstanding anything to the contrary contained herein, each Graphic Tone shall be subject to Licensor's prior written approval and shall be listed on Schedule "B" attached hereto.

(c) Schedule "A" and Schedule "B" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(d) All Arrangements created pursuant to this license shall be considered a "work made for hire" for Licensor. In the event the Arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the Arrangements and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

2. Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that Licensor shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

(a) Ring Tones: With respect to each individual Download of a Ring Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Ring Tone Downloaded (the "Ring Tone Royalty"), provided that in no circumstances shall the Ring Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.125 per Download irrespective of the price (if any) actually charged;

(b) Graphic Tones: With respect to each individual Download of a Graphic Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Graphic Tone Downloaded (the "Graphic Tone Royalty"), provided that in no circumstances shall the Graphic Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.20 per Download irrespective of the price (if any) actually charged;

(c) Fixing Fee: For each Composition initially converted to a Ring Tone or Graphic Tone, a one-time non-recoupable fixing fee equal to the Licensor Share of each applicable Composition multiplied by $25 (the "Fixing Fee"). For avoidance of doubt, if a Fixing Fee for a particular Composition is paid in connection with the creation of a Ring Tone, an additional Fixing Fee will not be due if such Ring Tone is later converted to a Graphic Tone. Conversely, if a Graphic Tone is initially created by Licensee, an additional Fixing Fee will not be due if the applicable Composition is later exploited solely as a Ring Tone.

(d) If at any time during the Term hereof Licensee pays any royalty, fixing or other service fee in connection with its Ring Tone or Graphic Tone service within the Territory to any other owner or administrator of musical compositions higher than the Ring Tone Royalty, Graphic Tone Royalty or Fixing Fee specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

(e) Reference is made to record companies which control certain Master Recordings (the "Record Companies") who may enter in agreements with Licensee which provide, among other things, that the Record Companies will pay to Licensor a royalty in connection with Compositions contained in Master Recordings exploited as Ring Tones by Licensee (the "RC Tones"). Only to the extent that Licensor enters into separate license agreements with such Record Companies which specifically provide that the applicable Record Company will compensate Licensor with respect to the sale of RC Tones shall Licensee not be obligated to pay Licensor Ring Tone Royalties in connection with the sale of RC Tones.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Ring Tones and Graphic Tones Downloaded; and (ii) all Ring Tones and Graphic Tones created. Each accounting shall report each Composition by title, song code number (as indicated on Schedules A and B), the number of Downloads and the resultant applicable Royalties due hereunder and be accompanied by payment to Licensor of all Royalties and Fixing Fees due. All accountings and resultant royalties and fees shall be forwarded to Zomba Enterprises Inc., 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones and Graphic Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of five percent (5%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to

Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensor gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Recordings or Ring Tones whatsoever.

8. (a) Licensor represents, warrants and agrees as follows (with respect to the Licensor Share of the Compositions described in Schedules A and B):

(i) Licensor has full right, power and authority to enter into this agreement and to grant to the Licensee all rights herein set out upon the terms and conditions herein.

(ii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iii) Licensor will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom Licensor administer with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(ii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iii) Upon receipt of written instruction from Licensor, Licensee shall not, to the extent permitted by law, license any Customer or other user that is engaged in piracy, illegal activities or other unauthorized use of the Ring Tones or the Compositions, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor.

(iv) Licensee shall either own or control and/or have valid and enforceable licenses with the applicable rights holders with respect to all aspects of their Ring Tone service including, without limitation, any Master Recordings and/or Graphics.

(c) Each party (for these purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Indemnitee shall notify Indemnitor of any claim presented to Indemnitee by a third party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the proceeding. No such claim asserted by a third party may be settled by Indemnitee without Indemnitor's prior written consent (such consent not to be unreasonably withheld or delayed), so long as Indemnitor is actively defending such claim in a manner consistent with industry norms, unless Indemnitee shall agree not to seek indemnity from Indemnitor for any settlement payment made by Indemnitee to the claimant.

9. (a) For the avoidance of doubt, no rights are granted in any Master Recordings of the Composition(s) or Graphics, and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

11. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

Zomba Enterprises Inc.

By: Peter Brown

Yamaha Music Interactive, Inc.

By: 09-29-05

EXHIBIT CO 0287

RING TONE LICENSE

Agreement made June 1, 2005 between Zomba Enterprises Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and Improvista Interactive Music, Inc., 779 East Evelyn Avenue, Suite E, Mountain View, CA 94041 (hereinafter "Licensee").

For good and valuable consideration, Licensor and the Licensee hereby agree as follows:

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on June 1, 2005 and expiring on May 31, 2006 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create an arrangement of the Compositions consisting of musical tones (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition, and record up to forty five (45) seconds of an Arrangement (the "Recording(s)");

(ii) To transform the Recordings into mobile ring tone formats or to incorporate up to forty five (45) seconds of a Composition as embodied in a pre-existing master recording (a "Master Recording") into a ring tone format (individually and collectively, a "Ring Tone");

(iii) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")

(iv) Subject to paragraph 1(b) below, to synchronize Ring Tones with graphic images (a "Graphic") (collectively, a "Graphic Tone") which may be viewed solely on a Customer's mobile telephone;

(v) To download or otherwise transmit Ring Tones or Graphic Tones onto mobile telephones (for a fee or otherwise) for personal use by the Customers (a "Download"), for the express purpose of such Ring Tone(s) sounding as a ringing alert on such mobile telephones;

(vi) To promote and advertise segments of the Graphic Tones or Ring Tones (not to exceed thirty (30) seconds each) on Customer's mobile phones and Licensee's and/or Third Party Companies' web site(s) for the sole purpose of allowing a Customer to preview a Ring Tone before purchasing same.

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Notwithstanding anything to the contrary contained herein, each Graphic Tone shall be subject to Licensor's prior written approval and shall be listed on Schedule "B" attached hereto.

(c) Schedule "A" and Schedule "B" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(d) All Arrangements created pursuant to this license shall be considered a "work made for hire" for Licensor. In the event the Arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the Arrangements and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

2. Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that Licensor shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

(a) Ring Tones: With respect to each individual Download of a Ring Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Ring Tone Downloaded (the "Ring Tone Royalty"), provided that in no circumstances shall the Ring Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.125 per Download irrespective of the price (if any) actually charged;

(b) Graphic Tones: With respect to each individual Download of a Graphic Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Graphic Tone Downloaded (the "Graphic Tone Royalty"), provided that in no circumstances shall the Graphic Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.20 per Download irrespective of the price (if any) actually charged;

(c) Fixing Fee: For each Composition initially converted to a Ring Tone or Graphic Tone, a one-time non-recoupable fixing fee equal to the Licensor Share of each applicable Composition multiplied by $25 (the "Fixing Fee"). For avoidance of doubt, if a Fixing Fee for a particular Composition is paid in connection with the creation of a Ring Tone, an additional Fixing Fee will not be due if such Ring Tone is later converted to a Graphic Tone. Conversely, if a Graphic Tone is initially created by Licensee, an additional Fixing Fee will not be due if the applicable Composition is later exploited solely as a Ring Tone.

(d) If at any time during the Term hereof Licensee pays any royalty, fixing or other service fee in connection with its Ring Tone or Graphic Tone service within the Territory to any other owner or administrator of musical compositions higher than the Ring Tone Royalty, Graphic Tone Royalty or Fixing Fee specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

(e) Reference is made to record companies which control certain Master Recordings (the "Record Companies") who may enter in agreements with Licensee which provide, among other things, that the Record Companies will pay to Licensor a royalty in connection with Compositions contained in Master Recordings exploited as Ring Tones by Licensee (the "RC Tones"). Only to the extent that Licensor enters into separate license agreements with such Record Companies which specifically provide that the applicable Record Company will compensate Licensor with respect to the sale of RC Tones shall Licensee not be obligated to pay Licensor Ring Tone Royalties in connection with the sale of RC Tones.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Ring Tones and Graphic Tones Downloaded; and (ii) all Ring Tones and Graphic Tones created. Each accounting shall report each Composition by title, song code number (as indicated on Schedules A and B), the number of Downloads and the resultant applicable Royalties due hereunder and be accompanied by payment to Licensor of all Royalties and Fixing Fees due. All accountings and resultant royalties and fees shall be forwarded to Zomba Enterprises Inc., 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones and Graphic Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of five percent (5%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to

Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensor gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Recordings or Ring Tones whatsoever.

8. (a) Licensor represents, warrants and agrees as follows (with respect to the Licensor Share of the Compositions described in Schedules A and B):

(i) Licensor has full right, power and authority to enter into this agreement and to grant to the Licensee all rights herein set out upon the terms and conditions herein.

(ii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iii) Licensor will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom Licensor administer with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(ii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iii) Upon receipt of written instruction from Licensor, Licensee shall not, to the extent permitted by law, license any Customer or other user that is engaged in piracy, illegal activities or other unauthorized use of the Ring Tones or the Compositions, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor.

(iv) Licensee shall either own or control and/or have valid and enforceable licenses with the applicable rights holders with respect to all aspects of their Ring Tone service including, without limitation, any Master Recordings and/or Graphics.

(c) Each party (for these purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Indemnitee shall notify Indemnitor of any claim presented to Indemnitee by a third party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the proceeding. No such claim asserted by a third party may be settled by Indemnitee without Indemnitor's prior written consent (such consent not to be unreasonably withheld or delayed), so long as Indemnitor is actively defending such claim in a manner consistent with industry norms, unless Indemnitee shall agree not to seek indemnity from Indemnitor for any settlement payment made by Indemnitee to the claimant.

9. (a) For the avoidance of doubt, no rights are granted in any Master Recordings of the Composition(s) or Graphics, and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

11. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

Zomba Enterprises Inc.

By: _____

Improvista Interactive Music, Inc.

By: _____ 6/23/05

Noriyuki Ken Okada
President & CEO

EXHIBIT CO 0288

RING TONE LICENSE

Agreement made June 1 2005 between BMG Music Publishing NA, Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and DMD Mobile Holdings, Inc., 275 Madison Avenue, 6th Floor, New York, NY 10016 (hereinafter "Licensee").

For good and valuable consideration, Licensor and the Licensee hereby agree as follows:

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on June 1, 2005 and expiring on May 31, 2006 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create an arrangement of the Compositions consisting of musical tones (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition, and record up to thirty (30) seconds of an Arrangement (the "Recording(s)");

(ii) To transform the Recordings into mobile ring tone formats or to incorporate up to thirty (30) seconds of a Composition as embodied in a pre-existing master recording (a "Master Recording") into a ring tone format (individually and collectively, a "Ring Tone");

(iii) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")

(iv) Subject to paragraph 1(b) below, to synchronize Ring Tones with graphic images (a "Graphic") (collectively, a "Graphic Tone") which may be viewed solely on a Customer's mobile telephone;

(v) To download or otherwise transmit Ring Tones or Graphic Tones onto mobile telephones (for a fee or otherwise) for personal use by the Customers (a "Download"), for the express purpose of such Ring Tone(s) sounding as a ringing alert on such mobile telephones;

(vi) To promote and advertise segments of the Graphic Tones or Ring Tones (not to exceed thirty (30) seconds each) on Customer's mobile phones and Licensee's and/or Third Party Companies' web site(s) for the sole purpose of allowing a Customer to preview a Ring Tone before purchasing same.

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Notwithstanding anything to the contrary contained herein, each Graphic Tone shall be subject to Licensor's prior written approval and shall be listed on Schedule "B" attached hereto.

(c) Schedule "A" and Schedule "B" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(d) All Arrangements created pursuant to this license shall be considered a "work made for hire" for Licensor. In the event the Arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the Arrangements and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

2. Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that Licensor shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

(a) Ring Tones: With respect to each individual Download of a Ring Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Ring Tone Downloaded (the "Ring Tone Royalty"), provided that in no circumstances shall the Ring Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.125 per Download irrespective of the price (if any) actually charged;

(b) Graphic Tones: With respect to each individual Download of a Graphic Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Graphic Tone Downloaded (the "Graphic Tone Royalty"), provided that in no circumstances shall the Graphic Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.20 per Download irrespective of the price (if any) actually charged;

(c) Advance: An advance of $5000 recoupable from all Royalties payable hereunder.

(d) If at any time during the Term hereof Licensee pays any royalty, fixing or other service fee in connection with its Ring Tone or Graphic Tone service within the Territory to any other owner or administrator of musical compositions higher than the Ring Tone Royalty, Graphic Tone Royalty or Fixing Fee specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

(e) Reference is made to record companies which control certain Master Recordings (the "Record Companies") who may enter in agreements with Licensee which provide, among other things, that the Record Companies will pay to Licensor a royalty in connection with Compositions contained in Master Recordings exploited as Ring Tones by Licensee (the "RC Tones"). Only to the extent that Licensor enters into separate license agreements with such Record Companies which specifically provide that the applicable Record Company will compensate Licensor with respect to the sale of RC Tones shall Licensee not be obligated to pay Licensor Ring Tone Royalties in connection with the sale of RC Tones.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Ring Tones and Graphic Tones Downloaded; and (ii) all Ring Tones and Graphic Tones created. Each accounting shall report each Composition by title, song code number (as indicated on Schedules A and B), the number of Downloads and the resultant applicable Royalties due hereunder and be accompanied by payment to Licensor of all Royalties due. All accountings and resultant royalties and fees shall be forwarded to BMG Music Publishing NA, Inc., 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones and Graphic Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of five percent (5%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensor gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Recordings or Ring Tones whatsoever.

8. (a) Licensor represents, warrants and agrees as follows (with respect to the Licensor Share of the Compositions described in Schedules A and B):

(i) Licensor has full right, power and authority to enter into this agreement and to grant to the Licensee all rights herein set out upon the terms and conditions herein.

(ii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iii) Licensor will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom Licensor administer with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(ii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iii) Upon receipt of written instruction from Licensor, Licensee shall not, to the extent permitted by law, license any Customer or other user that is engaged in piracy, illegal activities or other unauthorized use of the Ring Tones or the Compositions, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor.

(iv) Licensee shall either own or control and/or have valid and enforceable licenses with the applicable rights holders with respect to all aspects of their Ring Tone service including, without limitation, any Master Recordings and/or Graphics.

(c) Each party (for these purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Indemnitee shall notify Indemnitor of any claim presented to Indemnitee by a third party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the proceeding. No such claim asserted by a third party may be settled by Indemnitee without Indemnitor's prior written consent (such consent not to be unreasonably withheld or delayed), so long as Indemnitor is actively defending such claim in a manner consistent with industry norms, unless Indemnitee shall agree not to seek indemnity from Indemnitor for any settlement payment made by Indemnitee to the claimant.

9. (a) For the avoidance of doubt, no rights are granted in any Master Recordings of the Composition(s) or Graphics, and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

11. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

BMG Music Publishing NA, Inc.

By: _____

DMD Mobile Holdings, Inc.

By: _____

EXHIBIT CO 0289

RING TONE LICENSE

Agreement made June 1 2005 between Zomba Enterprises Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and DMD Mobile Holdings, Inc., 275 Madison Avenue, 6th Floor, New York, NY 10016 (hereinafter "Licensee").

For good and valuable consideration, Licensor and the Licensee hereby agree as follows:

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on June 1, 2005 and expiring on May 31, 2006 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create an arrangement of the Compositions consisting of musical tones (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition, and record up to thirty (30) seconds of an Arrangement (the "Recording(s)");

(ii) To transform the Recordings into mobile ring tone formats or to incorporate up to thirty (30) seconds of a Composition as embodied in a pre-existing master recording (a "Master Recording") into a ring tone format (individually and collectively, a "Ring Tone");

(iii) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")

(iv) Subject to paragraph 1(b) below, to synchronize Ring Tones with graphic images (a "Graphic") (collectively, a "Graphic Tone") which may be viewed solely on a Customer's mobile telephone;

(v) To download or otherwise transmit Ring Tones or Graphic Tones onto mobile telephones (for a fee or otherwise) for personal use by the Customers (a "Download"), for the express purpose of such Ring Tone(s) sounding as a ringing alert on such mobile telephones;

(vi) To promote and advertise segments of the Graphic Tones or Ring Tones (not to exceed thirty (30) seconds each) on Customer's mobile phones and Licensee's and/or Third Party Companies' web site(s) for the sole purpose of allowing a Customer to preview a Ring Tone before purchasing same.

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Notwithstanding anything to the contrary contained herein, each Graphic Tone shall be subject to Licensor's prior written approval and shall be listed on Schedule "B" attached hereto.

(c) Schedule "A" and Schedule "B" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(d) All Arrangements created pursuant to this license shall be considered a "work made for hire" for Licensor. In the event the Arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the Arrangements and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

2. Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that Licensor shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

(a) Ring Tones: With respect to each individual Download of a Ring Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Ring Tone Downloaded (the "Ring Tone Royalty"), provided that in no circumstances shall the Ring Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.125 per Download irrespective of the price (if any) actually charged;

(b) Graphic Tones: With respect to each individual Download of a Graphic Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Graphic Tone Downloaded (the "Graphic Tone Royalty"), provided that in no circumstances shall the Graphic Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.20 per Download irrespective of the price (if any) actually charged;

(c) Advance: An advance of $5000 recoupable from all Royalties payable hereunder.

(d) If at any time during the Term hereof Licensee pays any royalty, fixing or other service fee in connection with its Ring Tone or Graphic Tone service within the Territory to any other owner or administrator of musical compositions higher than the Ring Tone Royalty, Graphic Tone Royalty or Fixing Fee specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

(e) Reference is made to record companies which control certain Master Recordings (the "Record Companies") who may enter in agreements with Licensee which provide, among other things, that the Record Companies will pay to Licensor a royalty in connection with Compositions contained in Master Recordings exploited as Ring Tones by Licensee (the "RC Tones"). Only to the extent that Licensor enters into separate license agreements with such Record Companies which specifically provide that the applicable Record Company will compensate Licensor with respect to the sale of RC Tones shall Licensee not be obligated to pay Licensor Ring Tone Royalties in connection with the sale of RC Tones.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Ring Tones and Graphic Tones Downloaded; and (ii) all Ring Tones and Graphic Tones created. Each accounting shall report each Composition by title, song code number (as indicated on Schedules A and B), the number of Downloads and the resultant applicable Royalties due hereunder and be accompanied by payment to Licensor of all Royalties due. All accountings and resultant royalties and fees shall be forwarded to Zomba Enterprises Inc., 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones and Graphic Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of five percent (5%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensor gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Recordings or Ring Tones whatsoever.

8. (a) Licensor represents, warrants and agrees as follows (with respect to the Licensor Share of the Compositions described in Schedules A and B):

(i) Licensor has full right, power and authority to enter into this agreement and to grant to the Licensee all rights herein set out upon the terms and conditions herein.

(ii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iii) Licensor will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom Licensor administer with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(ii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iii) Upon receipt of written instruction from Licensor, Licensee shall not, to the extent permitted by law, license any Customer or other user that is engaged in piracy, illegal activities or other unauthorized use of the Ring Tones or the Compositions, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor.

(iv) Licensee shall either own or control and/or have valid and enforceable licenses with the applicable rights holders with respect to all aspects of their Ring Tone service including, without limitation, any Master Recordings and/or Graphics.

(c) Each party (for these purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Indemnitee shall notify Indemnitor of any claim presented to Indemnitee by a third party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the proceeding. No such claim asserted by a third party may be settled by Indemnitee without Indemnitor's prior written consent (such consent not to be unreasonably withheld or delayed), so long as Indemnitor is actively defending such claim in a manner consistent with industry norms, unless Indemnitee shall agree not to seek indemnity from Indemnitor for any settlement payment made by Indemnitee to the claimant.

9. (a) For the avoidance of doubt, no rights are granted in any Master Recordings of the Composition(s) or Graphics, and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

11. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

Zomba Enterprises Inc.

By: _____

DMD Mobile Holdings, Inc.

By: _____

EXHIBIT CO 0290

Internet Karaoke License

Agreement made June 1, 2005 between BMG Music Publishing NA, Inc., 1540 Broadway, New York, New York 10036 (collectively referred to herein as "Licensor") and Downplay, Inc., 6 Jenner, Suite 230, Irvine, CA 92618 (hereinafter "Licensee"). For good and valuable consideration, Licensor and Licensee hereby agree as follows:

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the World ("the Territory") for a term commencing on June 1, 2005 and expiring on May 31, 2006 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) The right to create digital sound recordings of the Compositions (the "File(s)");

(ii) The right to synchronize the Files to the lyrics of the Compositions (the "Lyrics") and additional background images (the "Images") which may be blank or consist of visual images which may or may not follow the theme of the Composition (collectively a "Work");

(iii) The right to create a database containing the Works which is accessible by Licensee's customers or subscribers and/or third party companies serviced by Licensee ("Third Party Companies") who in turn service customers or subscribers (the "Customers") via the web sites listed on Schedule "B" attached hereto (the "Sites");

(iv) The right to store Works on peripheral servers to facilitate the delivery of Works to Third Party Companies;

(v) The right to download from the Sites to Customers' personal computers, PDAs, or other digital hard drive storage devices ("Devices"), for a fee or otherwise, the Work(s) (a "Download");

(vi) The right to allow Customers to solely play back the Works via Devices and view the Lyrics for the express purpose of singing along to the Compositions;

(vii) The right to promote and advertise segments of the Works (not to exceed thirty (30) seconds each) solely via streaming such segments from the Sites to allow Customers to preview a Work before purchasing same.

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) (i) Schedule "A" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(ii) Additional Sites may be added to Schedule "B", in Licensor's discretion, from time to time as requested by Licensee.

(c) All arrangements of the Compositions created by Licensee in connection with the creation of the Works shall be considered a "work made for hire" for Licensor. In the event such arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the arrangements of the Works and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

2. Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time due to an objection or claim received by the writer(s), co-publisher(s) or owner(s) of such Compositions (a "Restricted Composition"). In the event that Licensor shall

request Licensee to cease using any Restricted Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

(a) With respect to each individual Download, a sum equal to the Licensor Share of each applicable Composition multiplied by fifteen percent (15%) of the actual price charged to Customers for each Work Downloaded ("the Royalty"), provided that in no circumstances shall the Royalty be less than the Licensor Share of each applicable Composition multiplied by $.20 per Download irrespective of the price (if any) actually charged.

(b) An advance of $2,500 which shall be recoupable from the Royalties payable hereunder.

(c) If at any time during the Term hereof Licensee pays any royalty or any type of fixing fee in connection with its karaoke service in relation to downloading or otherwise obtaining musical compositions from the Sites within the Territory to any other owner or administrator of musical compositions higher than the Royalty, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Works Downloaded and (ii) all new Works created. Each accounting shall report each Composition by title, song code number (as indicated on Schedule A), the number of Downloads and the resultant Royalties due hereunder and be accompanied by payment to Licensor of all Royalties due. All accountings and resultant royalties shall be forwarded to Director of New Media, 1540 Broadway, New York, NY 10036.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Works hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of ten percent (10%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable third party audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent (not to be unreasonably withheld) and any purported such assignment, transfer or license shall be void *ab initio*.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensee's receipt of Licensor's notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests,

directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent, not to be unreasonably withheld.

(b) Subject to U.S. bankruptcy law, this Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Works hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Files, Lyrics or Works whatsoever.

8. (a) Licensor represents, warrants and agrees as follows (with respect to the Licensor Share of the Compositions described in Schedule A):

(i) Licensor has full right, power and authority to enter into this agreement and to grant to Licensee all rights set forth herein.

(ii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iii) Licensor will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom Licensor administers with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(ii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iii) Licensee shall either own or control and/or have valid and enforceable licenses with the applicable rights holders with respect to all aspects of their karaoke service.

(iv) Licensee shall not synchronize any Composition with any Images that could reasonably be perceived as offensive or obscene or as an endorsement of any unrelated product or service.

(v) Licensee shall not use the Composition in a manner that infringes upon the proprietary rights of any third party (including without limitation intellectual property, publicity and privacy rights) or in connection with endorsements, commercials, co-promotions or cross-promotions of any service, product or entity.

(c) Each party (for these purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Indemnitee shall notify Indemnitor of any claim presented to Indemnitee by a third party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the

EXHIBIT CO 0291

RING TONE LICENSE

Agreement made June 1, 2005 between BMG Music Publishing NA, Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and Blue Frog Mobile, 500 Union St., Suite 420, Seattle, WA 98101 (hereinafter "Licensee").

For good and valuable consideration, Licensor and the Licensee hereby agree as follows:

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on June 1, 2005 and expiring on May 31, 2006 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create an arrangement of the Compositions consisting of musical tones (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition, and record up to thirty (30) seconds of an Arrangement (the "Recording(s)");
(ii) To transform the Recordings into mobile ring tone formats or to incorporate up to thirty (30) seconds of a Composition as embodied in a pre-existing master recording (a "Master Recording") into a ring tone format (individually and collectively, a "Ring Tone");
(iii) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")
(iv) Subject to paragraph 1(b) below, to synchronize Ring Tones with graphic images (a "Graphic") (collectively, a "Graphic Tone") which may be viewed solely on a Customer's mobile telephone;
(v) To download or otherwise transmit Ring Tones or Graphic Tones onto mobile telephones (for a fee or otherwise) for personal use by the Customers (a "Download"), for the express purpose of such Ring Tone(s) sounding as a ringing alert on such mobile telephones;
(vi) To promote and advertise segments of the Graphic Tones or Ring Tones (not to exceed thirty (30) seconds each) on Customer's mobile phones and Licensee's and/or Third Party Companies' web site(s) for the sole purpose of allowing a Customer to preview a Ring Tone before purchasing same.

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Notwithstanding anything to the contrary contained herein, each Graphic Tone shall be subject to Licensor's prior written approval and shall be listed on Schedule "B" attached hereto.

(c) Schedule "A" and Schedule "B" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(d) All Arrangements created pursuant to this license shall be considered a "work made for hire" for Licensor. In the event the Arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the Arrangements and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

2. Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that Licensor shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

(a) Ring Tones: With respect to each individual Download of a Ring Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Ring Tone Downloaded (the "Ring Tone Royalty"), provided that in no circumstances shall the Ring Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.125 per Download irrespective of the price (if any) actually charged;

(b) Graphic Tones: With respect to each individual Download of a Graphic Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Graphic Tone Downloaded (the "Graphic Tone Royalty"), provided that in no circumstances shall the Graphic Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.20 per Download irrespective of the price (if any) actually charged;

(c) Fixing Fee: For each Composition initially converted to a Ring Tone or Graphic Tone, a one-time non-recoupable fixing fee equal to the Licensor Share of each applicable Composition multiplied by $25 (the "Fixing Fee"). For avoidance of doubt, if a Fixing Fee for a particular Composition is paid in connection with the creation of a Ring Tone, an additional Fixing Fee will not be due if such Ring Tone is later converted to a Graphic Tone. Conversely, if a Graphic Tone is initially created by Licensee, an additional Fixing Fee will not be due if the applicable Composition is later exploited solely as a Ring Tone.

(d) Advance: Reference is made to the advance of $5,000 previously paid in connection with the prior agreement between Licensee and Licensor dated June 1, 2004 ("Prior Advance"). Each party acknowledges and agrees that $508.54 of the Prior Advance has been recouped and that the remaining balance of such advance (i.e. $4491.46) shall be treated as the advance under this agreement and shall be recoupable from royalties payable hereunder.

(e) If at any time during the Term hereof Licensee pays any royalty, fixing or other service fee in connection with its Ring Tone or Graphic Tone service within the Territory to any other owner or administrator of musical compositions higher than the Ring Tone Royalty, Graphic Tone Royalty or Fixing Fee specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

(f) Reference is made to record companies which control certain Master Recordings (the "Record Companies") who may enter in agreements with Licensee which provide, among other things, that the Record Companies will pay to Licensor a royalty in connection with Compositions contained in Master Recordings exploited as Ring Tones by Licensee (the "RC Tones"). Only to the extent that Licensor enters into separate license agreements with such Record Companies which specifically provide that the applicable Record Company will compensate Licensor with respect to the sale of RC Tones shall Licensee not be obligated to pay Licensor Ring Tone Royalties in connection with the sale of RC Tones.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Ring Tones and Graphic Tones Downloaded; and (ii) all Ring Tones and Graphic Tones created. Each accounting shall report each Composition by title, song code number (as indicated on Schedules A and B), the number of Downloads and the resultant applicable Royalties due hereunder and be accompanied by payment to Licensor of all Royalties and Fixing Fees due. All accountings and resultant royalties and fees shall be forwarded to BMG Music Publishing NA, Inc., 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones and Graphic Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once. Licensor may conduct such audit only during Licensee's usual

business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of five percent (5%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensor gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Recordings or Ring Tones whatsoever.

8. (a) Licensor represents, warrants and agrees as follows (with respect to the Licensor Share of the Compositions described in Schedules A and B):

(i) Licensor has full right, power and authority to enter into this agreement and to grant to the Licensee all rights herein set out upon the terms and conditions herein.

(ii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iii) Licensor will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom Licensor administer with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(ii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iii) Upon receipt of written instruction from Licensor, Licensee shall not, to the extent permitted by law, license any Customer or other user that is engaged in piracy, illegal activities or other unauthorized use of the Ring Tones or the Compositions, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor.

(iv) Licensee shall either own or control and/or have valid and enforceable licenses with the applicable rights holders with respect to all aspects of their Ring Tone service including, without limitation, any Master Recordings and/or Graphics.

(c) Each party (for these purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Indemnitee shall notify Indemnitor of any claim presented to Indemnitee by a third party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the proceeding. No such claim asserted by a third party may be settled by Indemnitee without Indemnitor's prior written consent (such consent not to be unreasonably withheld or delayed), so long as Indemnitor is actively defending such claim in a manner consistent with industry norms, unless Indemnitee shall agree not to seek indemnity from Indemnitor for any settlement payment made by Indemnitee to the claimant.

9. (a) For the avoidance of doubt, no rights are granted in any Master Recordings of the Composition(s) or Graphics, and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

11. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

BMG Music Publishing NA, Inc.

By: _____

Blue Frog Mobile

By: _____

EXHIBIT CO 0292

RING TONE LICENSE

Agreement made June 1, 2005 between Zomba Enterprises Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and Blue Frog Mobile, 500 Union St., Suite 420, Seattle, WA 98101 (hereinafter "Licensee").

For good and valuable consideration, Licensor and the Licensee hereby agree as follows:

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on June 1, 2005 and expiring on May 31, 2006 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create an arrangement of the Compositions consisting of musical tones (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition, and record up to thirty (30) seconds of an Arrangement (the "Recording(s)");

(ii) To transform the Recordings into mobile ring tone formats or to incorporate up to thirty (30) seconds of a Composition as embodied in a pre-existing master recording (a "Master Recording") into a ring tone format (individually and collectively, a "Ring Tone");

(iii) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")

(iv) Subject to paragraph 1(b) below, to synchronize Ring Tones with graphic images (a "Graphic") (collectively, a "Graphic Tone") which may be viewed solely on a Customer's mobile telephone;

(v) To download or otherwise transmit Ring Tones or Graphic Tones onto mobile telephones (for a fee or otherwise) for personal use by the Customers (a "Download"), for the express purpose of such Ring Tone(s) sounding as a ringing alert on such mobile telephones;

(vi) To promote and advertise segments of the Graphic Tones or Ring Tones (not to exceed thirty (30) seconds each) on Customer's mobile phones and Licensee's and/or Third Party Companies' web site(s) for the sole purpose of allowing a Customer to preview a Ring Tone before purchasing same.

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Notwithstanding anything to the contrary contained herein, each Graphic Tone shall be subject to Licensor's prior written approval and shall be listed on Schedule "B" attached hereto.

(c) Schedule "A" and Schedule "B" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(d) All Arrangements created pursuant to this license shall be considered a "work made for hire" for Licensor. In the event the Arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the Arrangements and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

2. Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that Licensor shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

(a) Ring Tones: With respect to each individual Download of a Ring Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Ring Tone Downloaded (the "Ring Tone Royalty"), provided that in no circumstances shall the Ring Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.125 per Download irrespective of the price (if any) actually charged;

(b) Graphic Tones: With respect to each individual Download of a Graphic Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Graphic Tone Downloaded (the "Graphic Tone Royalty"), provided that in no circumstances shall the Graphic Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.20 per Download irrespective of the price (if any) actually charged;

(c) Fixing Fee: For each Composition initially converted to a Ring Tone or Graphic Tone, a one-time non-recoupable fixing fee equal to the Licensor Share of each applicable Composition multiplied by $25 (the "Fixing Fee"). For avoidance of doubt, if a Fixing Fee for a particular Composition is paid in connection with the creation of a Ring Tone, an additional Fixing Fee will not be due if such Ring Tone is later converted to a Graphic Tone. Conversely, if a Graphic Tone is initially created by Licensee, an additional Fixing Fee will not be due if the applicable Composition is later exploited solely as a Ring Tone.

(d) Advance: Reference is made to the advance of $5,000 previously paid in connection with the prior agreement between Licensee and Licensor dated June 1, 2004 ("Prior Advance"). Each party acknowledges and agrees that $273.28 of the Prior Advance has been recouped and that the remaining balance of such advance (i.e. $4726.72) shall be treated as the advance under this agreement and shall be recoupable from royalties payable hereunder.

(e) If at any time during the Term hereof Licensee pays any royalty, fixing or other service fee in connection with its Ring Tone or Graphic Tone service within the Territory to any other owner or administrator of musical compositions higher than the Ring Tone Royalty, Graphic Tone Royalty or Fixing Fee specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

(f) Reference is made to record companies which control certain Master Recordings (the "Record Companies") who may enter in agreements with Licensee which provide, among other things, that the Record Companies will pay to Licensor a royalty in connection with Compositions contained in Master Recordings exploited as Ring Tones by Licensee (the "RC Tones"). Only to the extent that Licensor enters into separate license agreements with such Record Companies which specifically provide that the applicable Record Company will compensate Licensor with respect to the sale of RC Tones shall Licensee not be obligated to pay Licensor Ring Tone Royalties in connection with the sale of RC Tones.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Ring Tones and Graphic Tones Downloaded; and (ii) all Ring Tones and Graphic Tones created. Each accounting shall report each Composition by title, song code number (as indicated on Schedules A and B), the number of Downloads and the resultant applicable Royalties due hereunder and be accompanied by payment to Licensor of all Royalties and Fixing Fees due. All accountings and resultant royalties and fees shall be forwarded to Zomba Enterprises Inc., 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones and Graphic Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once. Licensor may conduct such audit only during Licensee's usual

business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of five percent (5%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensor gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Recordings or Ring Tones whatsoever.

8. (a) Licensor represents, warrants and agrees as follows (with respect to the Licensor Share of the Compositions described in Schedules A and B):

(i) Licensor has full right, power and authority to enter into this agreement and to grant to the Licensee all rights herein set out upon the terms and conditions herein.

(ii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iii) Licensor will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom Licensor administer with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(ii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iii) Upon receipt of written instruction from Licensor, Licensee shall not, to the extent permitted by law, license any Customer or other user that is engaged in piracy, illegal activities or other unauthorized use of the Ring Tones or the Compositions, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor.

(iv) Licensee shall either own or control and/or have valid and enforceable licenses with the applicable rights holders with respect to all aspects of their Ring Tone service including, without limitation, any Master Recordings and/or Graphics.

(c) Each party (for these purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Indemnitee shall notify Indemnitor of any claim presented to Indemnitee by a third party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the proceeding. No such claim asserted by a third party may be settled by Indemnitee without Indemnitor's prior written consent (such consent not to be unreasonably withheld or delayed), so long as Indemnitor is actively defending such claim in a manner consistent with industry norms, unless Indemnitee shall agree not to seek indemnity from Indemnitor for any settlement payment made by Indemnitee to the claimant.

8. (a) For the avoidance of doubt, no rights are granted in any Master Recordings of the Composition(s) or Graphics, and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

11. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

Zomba Enterprises Inc.

By: _____

Blue Frog Mobile

By: _____

EXHIBIT CO 0293

RING TONE LICENSE

Agreement made May 1, 2005 between Zomba Enterprises Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and Atlas Interactive, 47b Welbeck Street, London W1G 9XA (hereinafter "Licensee").

For good and valuable consideration, Licensor and the Licensee hereby agree as follows:

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on May 1, 2005 and expiring on April 30, 2006 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create an arrangement of the Compositions consisting of musical tones (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition, and record up to thirty (30) seconds of an Arrangement (the "Recording(s)");

(ii) To transform the Recordings into mobile ring tone formats or to incorporate up to thirty (30) seconds of a Composition as embodied in a pre-existing master recording (a "Master Recording") into a ring tone format (individually and collectively, a "Ring Tone");

(iii) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")

(iv) Subject to paragraph 1(b) below, to synchronize Ring Tones with graphic images (a "Graphic") (collectively, a "Graphic Tone") which may be viewed solely on a Customer's mobile telephone;

(v) To download or otherwise transmit Ring Tones or Graphic Tones onto mobile telephones (for a fee or otherwise) for personal use by the Customers (a "Download"), for the express purpose of such Ring Tone(s) sounding as a ringing alert on such mobile telephones;

(vi) To promote and advertise segments of the Graphic Tones or Ring Tones (not to exceed thirty (30) seconds each) on Customer's mobile phones and Licensee's and/or Third Party Companies' web site(s) for the sole purpose of allowing a Customer to preview a Ring Tone before purchasing same.

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Notwithstanding anything to the contrary contained herein, each Graphic Tone shall be subject to Licensor's prior written approval and shall be listed on Schedule "B" attached hereto.

(c) Schedule "A" and Schedule "B" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(d) All Arrangements created pursuant to this license shall be considered a "work made for hire" for Licensor. In the event the Arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the Arrangements and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

2. Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that Licensor shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

(a) Ring Tones: With respect to each individual Download of a Ring Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Ring Tone Downloaded (the "Ring Tone Royalty"), provided that in no circumstances shall the Ring Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.125 per Download irrespective of the price (if any) actually charged;

(b) Graphic Tones: With respect to each individual Download of a Graphic Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Graphic Tone Downloaded (the "Graphic Tone Royalty"), provided that in no circumstances shall the Graphic Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.20 per Download irrespective of the price (if any) actually charged;

(c) Advance: An advance of $5,000 recoupable from all Royalties payable hereunder.

(d) If at any time during the Term hereof Licensee pays any royalty, fixing or other service fee in connection with its Ring Tone or Graphic Tone service within the Territory to any other owner or administrator of musical compositions higher than the Ring Tone Royalty, Graphic Tone Royalty or Fixing Fee specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

(e) Reference is made to record companies which control certain Master Recordings (the "Record Companies") who may enter in agreements with Licensee which provide, among other things, that the Record Companies will pay to Licensor a royalty in connection with Compositions contained in Master Recordings exploited as Ring Tones by Licensee (the "RC Tones"). Only to the extent that Licensor enters into separate license agreements with Record Companies concerning such RC Tones, Licensee shall not be obligated to pay Licensor Ring Tone Royalties in connection with such exploitations.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Ring Tones and Graphic Tones Downloaded; and (ii) all Ring Tones and Graphic Tones created. Each accounting shall report each Composition by title, song code number (as indicated on Schedules A and B), the number of Downloads and the resultant applicable Royalties due hereunder and be accompanied by payment to Licensor of all Royalties due. All accountings and resultant royalties and fees shall be forwarded to Zomba Enterprises Inc., 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones and Graphic Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of five percent (5%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensor gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Recordings or Ring Tones whatsoever.

8. (a) Licensor represents, warrants and agrees as follows (with respect to the Licensor Share of the Compositions described in Schedules A and B):

(i) Licensor has full right, power and authority to enter into this agreement and to grant to the Licensee all rights herein set out upon the terms and conditions herein.

(ii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iii) Licensor will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom Licensor administer with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(ii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iii) Upon receipt of written instruction from Licensor, Licensee shall not, to the extent permitted by law, license any Customer or other user that is engaged in piracy, illegal activities or other unauthorized use of the Ring Tones or the Compositions, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor.

(iv) Licensee shall either own or control and/or have valid and enforceable licenses with the applicable rights holders with respect to all aspects of their Ring Tone service including, without limitation, any Master Recordings and/or Graphics.

(c) Each party (for these purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Indemnitee shall notify Indemnitor of any claim presented to Indemnitee by a third party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the proceeding. No such claim asserted by a third party may be settled by Indemnitee without Indemnitor's prior written consent (such consent not to be unreasonably withheld or delayed), so long as Indemnitor is actively defending such claim in a manner consistent with industry norms, unless Indemnitee shall agree not to seek indemnity from Indemnitor for any settlement payment made by Indemnitee to the claimant.

9. (a) For the avoidance of doubt, no rights are granted in any Master Recordings of the Composition(s) or Graphics, and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

11. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

Zomba Enterprises Inc.

By: _____

Atlas Interactive

By: _____

EXHIBIT CO 0294

RING TONE LICENSE

Agreement made May 1, 2005 between BMG Music Publishing NA, Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and Atlas Interactive, 47b Welbeck Street, London W1G 9XA (hereinafter "Licensee").

For good and valuable consideration, Licensor and the Licensee hereby agree as follows:

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on May 1, 2005 and expiring on April 30, 2006 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create an arrangement of the Compositions consisting of musical tones (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition, and record up to thirty (30) seconds of an Arrangement (the "Recording(s)");

(ii) To transform the Recordings into mobile ring tone formats or to incorporate up to thirty (30) seconds of a Composition as embodied in a pre-existing master recording (a "Master Recording") into a ring tone format (individually and collectively, a "Ring Tone");

(iii) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")

(iv) Subject to paragraph 1(b) below, to synchronize Ring Tones with graphic images (a "Graphic") (collectively, a "Graphic Tone") which may be viewed solely on a Customer's mobile telephone;

(v) To download or otherwise transmit Ring Tones or Graphic Tones onto mobile telephones (for a fee or otherwise) for personal use by the Customers (a "Download"), for the express purpose of such Ring Tone(s) sounding as a ringing alert on such mobile telephones;

(vi) To promote and advertise segments of the Graphic Tones or Ring Tones (not to exceed thirty (30) seconds each) on Customer's mobile phones and Licensee's and/or Third Party Companies' web site(s) for the sole purpose of allowing a Customer to preview a Ring Tone before purchasing same.

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Notwithstanding anything to the contrary contained herein, each Graphic Tone shall be subject to Licensor's prior written approval and shall be listed on Schedule "B" attached hereto.

(c) Schedule "A" and Schedule "B" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(d) All Arrangements created pursuant to this license shall be considered a "work made for hire" for Licensor. In the event the Arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the Arrangements and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

2. Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that Licensor shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

(a) Ring Tones: With respect to each individual Download of a Ring Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Ring Tone Downloaded (the "Ring Tone Royalty"), provided that in no circumstances shall the Ring Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.125 per Download irrespective of the price (if any) actually charged;

(b) Graphic Tones: With respect to each individual Download of a Graphic Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Graphic Tone Downloaded (the "Graphic Tone Royalty"), provided that in no circumstances shall the Graphic Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.20 per Download irrespective of the price (if any) actually charged;

(c) Advance: An advance of $5,000 recoupable from all Royalties payable hereunder.

(d) If at any time during the Term hereof Licensee pays any royalty, fixing or other service fee in connection with its Ring Tone or Graphic Tone service within the Territory to any other owner or administrator of musical compositions higher than the Ring Tone Royalty, Graphic Tone Royalty or Fixing Fee specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

(e) Reference is made to record companies which control certain Master Recordings (the "Record Companies") who may enter in agreements with Licensee which provide, among other things, that the Record Companies will pay to Licensor a royalty in connection with Compositions contained in Master Recordings exploited as Ring Tones by Licensee (the "RC Tones"). Only to the extent that Licensor enters into separate license agreements with Record Companies concerning such RC Tones, Licensee shall not be obligated to pay Licensor Ring Tone Royalties in connection with such exploitations.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Ring Tones and Graphic Tones Downloaded; and (ii) all Ring Tones and Graphic Tones created. Each accounting shall report each Composition by title, song code number (as indicated on Schedules A and B), the number of Downloads and the resultant applicable Royalties due hereunder and be accompanied by payment to Licensor of all Royalties due. All accountings and resultant royalties and fees shall be forwarded to BMG Music Publishing NA, Inc., 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones and Graphic Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of five percent (5%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensor gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Recordings or Ring Tones whatsoever.

8. (a) Licensor represents, warrants and agrees as follows (with respect to the Licensor Share of the Compositions described in Schedules A and B):

(i) Licensor has full right, power and authority to enter into this agreement and to grant to the Licensee all rights herein set out upon the terms and conditions herein.

(ii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iii) Licensor will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom Licensor administer with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(ii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iii) Upon receipt of written instruction from Licensor, Licensee shall not, to the extent permitted by law, license any Customer or other user that is engaged in piracy, illegal activities or other unauthorized use of the Ring Tones or the Compositions, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor.

(iv) Licensee shall either own or control and/or have valid and enforceable licenses with the applicable rights holders with respect to all aspects of their Ring Tone service including, without limitation, any Master Recordings and/or Graphics.

(c) Each party (for these purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Indemnitee shall notify Indemnitor of any claim presented to Indemnitee by a third party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the proceeding. No such claim asserted by a third party may be settled by Indemnitee without Indemnitor's prior written consent (such consent not to be unreasonably withheld or delayed), so long as Indemnitor is actively defending such claim in a manner consistent with industry norms, unless Indemnitee shall agree not to seek indemnity from Indemnitor for any settlement payment made by Indemnitee to the claimant.

9. (a) For the avoidance of doubt, no rights are granted in any Master Recordings of the Composition(s) or Graphics, and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

11. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

BMG Music Publishing NA, Inc.

By: _____

Atlas Interactive

By: _____

EXHIBIT CO 0295

September 16, 2005

AG.com, Inc.
One American Road
Cleveland, OH 44144

RE: BMG Music Publishing NA, Inc. –w- AG.com, Inc. – Ring Tone License Agreement dated April 1, 2005 (the "Agreement")

Gentlemen:

The following shall constitute an amendment to the referenced Agreement. All terms used herein shall be accorded the same meaning as in the Agreement.

1. Territory

Effective upon date hereof and continuing through the remainder of the Term the Territory shall be deemed to be the United States, the Dominican Republic and Puerto Rico.

Except as modified above, the Agreement is hereby ratified and remains in full force and effect.

Accepted and Agreed:

BMG Music Publishing NA, Inc.

By: _____

AG.com, Inc.

By: _____

EXHIBIT CO 0296

September 16, 2005

AG.com, Inc.
One American Road
Cleveland, OH 44144

RE: Zomba Enterprises Inc. –w- AG.com, Inc. – Ring Tone License Agreement dated April 1, 2005 (the "Agreement")

Gentlemen:

The following shall constitute an amendment to the referenced Agreement. All terms used herein shall be accorded the same meaning as in the Agreement.

1. Territory

Effective upon date hereof and continuing through the remainder of the Term the Territory shall be deemed to be the United States, the Dominican Republic and Puerto Rico.

Except as modified above, the Agreement is hereby ratified and remains in full force and effect.

Accepted and Agreed:

Zomba Enterprises Inc.

By: Peter Brewer

AG.com, Inc.

By: Byron Bin

EXHIBIT CO 0297

RING TONE LICENSE

Agreement made April 1, 2005 between Zomba Enterprises Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and AG.com, Inc., One American Road, Cleveland, OH 44144 (hereinafter "Licensee").

For good and valuable consideration, Licensor and the Licensee hereby agree as follows:

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on August 1, 2004 and expiring on March 31, 2006 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create an arrangement of the Compositions consisting of musical tones (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition, and record up to thirty (30) seconds of an Arrangement (the "Recording(s)");
(ii) To transform the Recordings into mobile ring tone formats or to incorporate up to thirty (30) seconds of a Composition as embodied in a pre-existing master recording (a "Master Recording") into a ring tone format (individually and collectively, a "Ring Tone");
(iii) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")
(iv) Subject to paragraph 1(b) below, to synchronize Ring Tones with graphic images (a "Graphic") (collectively, a "Graphic Tone") which may be viewed solely on a Customer's mobile telephone;
(v) To download or otherwise transmit Ring Tones or Graphic Tones onto mobile telephones (for a fee or otherwise) for personal use by the Customers (a "Download"), for the express purpose of such Ring Tone(s) sounding as a ringing alert on such mobile telephones;
(vi) To promote and advertise segments of the Graphic Tones or Ring Tones (not to exceed thirty (30) seconds each) on Customer's mobile phones and Licensee's and/or Third Party Companies' web site(s) for the sole purpose of allowing a Customer to preview a Ring Tone before purchasing same.

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Notwithstanding anything to the contrary contained herein, each Graphic Tone shall be subject to Licensor's prior written approval and shall be listed on Schedule "B" attached hereto.

(c) Schedule "A" and Schedule "B" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(d) All Arrangements created pursuant to this license shall be considered a "work made for hire" for Licensor. In the event the Arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the Arrangements and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created free from payment of any royalty or further compensation.

2. Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that Licensor shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

FSM

(a) Ring Tones: With respect to each individual Download of a Ring Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Ring Tone Downloaded (the "Ring Tone Royalty"), provided that in no circumstances shall the Ring Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.125 per Download irrespective of the price (if any) actually charged;

(b) Graphic Tones: With respect to each individual Download of a Graphic Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Graphic Tone Downloaded (the "Graphic Tone Royalty"), provided that in no circumstances shall the Graphic Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.20 per Download irrespective of the price (if any) actually charged;

(c) Advance: An advance of $10,000 recoupable from all Royalties payable hereunder.

(d) If at any time during the Term hereof Licensee pays any royalty, fixing or other service fee in connection with its Ring Tone or Graphic Tone service within the Territory to any other owner or administrator of musical compositions higher than the Ring Tone Royalty, Graphic Tone Royalty or Fixing Fee specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

(e) Reference is made to record companies which control certain Master Recordings (the "Record Companies") who may enter in agreements with Licensee which provide, among other things, that the Record Companies will pay to Licensor a royalty in connection with Compositions contained in Master Recordings exploited as Ring Tones by Licensee (the "RC Tones"). Only to the extent that Licensor enters into separate license agreements with Record Companies concerning such RC Tones, Licensee shall not be obligated to pay Licensor Ring Tone Royalties in connection with such exploitations.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Ring Tones and Graphic Tones Downloaded; and (ii) all Ring Tones and Graphic Tones created. Each accounting shall report each Composition by title, song code number (as indicated on Schedules A and B), the number of Downloads and the resultant applicable Royalties due hereunder and be accompanied by payment to Licensor of all Royalties and Fixing Fees due. All accountings and resultant royalties and fees shall be forwarded to Zomba Enterprises Inc., 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones and Graphic Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of ten percent (10%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

RBM

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensor gives Licensee written notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Recordings or Ring Tones whatsoever.

8. (a) Licensor represents, warrants and agrees as follows (with respect to the Licensor Share of the Compositions described in Schedules A and B):

(i) Licensor has full right, power and authority to enter into this agreement and to grant to the Licensee all rights herein set out upon the terms and conditions herein.

(ii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iii) Licensor will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom Licensor administer with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(ii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iii) Upon receipt of written instruction from Licensor, Licensee shall not, to the extent permitted by law, license any Customer or other user that is engaged in piracy, illegal activities or other unauthorized use of the Ring Tones or the Compositions, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor.

RCM

(iv) Licensee shall either own or control and/or have valid and enforceable licenses with the applicable rights holders with respect to all aspects of their Ring Tone service including, without limitation, any Master Recordings and/or Graphics.

(c) Each party (for these purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Indemnitee shall notify Indemnitor of any claim presented to Indemnitee by a third party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the proceeding. No such claim asserted by a third party may be settled by Indemnitee without Indemnitor's prior written consent (such consent not to be unreasonably withheld or delayed), so long as Indemnitor is actively defending such claim in a manner consistent with industry norms, unless Indemnitee shall agree not to seek indemnity from Indemnitor for any settlement payment made by Indemnitee to the claimant

9. (a) For the avoidance of doubt, no rights are granted in any Master Recordings of the Composition(s) or Graphics, and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

11. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

Zomba Enterprises Inc.

By: _____

AG.com, Inc.

By: _____

RGM

EXHIBIT CO 0298

RING TONE LICENSE

Agreement made February 1, 2005 between Zomba Enterprises, Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and Telecast Mobile, 21031 Ventura Blvd., Suite 610, Woodland Hills, CA 91364 (hereinafter "Licensee").

For good and valuable consideration, Licensor and the Licensee hereby agree as follows:

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on February 1, 2005 and expiring on January 31, 2006 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) *To create an arrangement* of the Compositions consisting of musical tones (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition, and record up to thirty (30) seconds of an Arrangement (the "Recording(s)");

(ii) To transform the Recordings into mobile ring tone formats or to incorporate up to thirty (30) seconds of a Composition as embodied in a pre-existing master recording (a "Master Recording") into a ring tone format (individually and collectively, a "Ring Tone");

(iii) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")

(iv) Subject to paragraph 1(b) below, to synchronize Ring Tones with graphic images (a "Graphic") (collectively, a "Graphic Tone") which may be viewed solely on a Customer's mobile telephone;

(v) To download or otherwise transmit Ring Tones or Graphic Tones onto mobile telephones (for a fee or otherwise) for personal use by the Customers (a "Download"), for the express purpose of such Ring Tone(s) sounding as a ringing alert on such mobile telephones;

(vi) To promote and advertise segments of the Graphic Tones or Ring Tones (not to exceed thirty (30) seconds each) on Customer's mobile phones and Licensee's and/or Third Party Companies' web site(s) for the sole purpose of allowing a Customer to preview a Ring Tone before purchasing same.

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Notwithstanding anything to the contrary contained herein, each Graphic Tone shall be subject to Licensor's prior written approval and shall be listed on Schedule "B" attached hereto.

(c) Schedule "A" and Schedule "B" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(d) All Arrangements created pursuant to this license shall be considered a "work made for hire" for Licensor. In the event the Arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the Arrangements and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

2. Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that Licensor shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable *after receiving notice*.

3. In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

(a) Ring Tones: With respect to each individual Download of a Ring Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Ring Tone Downloaded (the "Ring Tone Royalty"), provided that in no circumstances shall the Ring Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.13 per Download irrespective of the price (if any) actually charged;

(b) Graphic Tones: With respect to each individual Download of a Graphic Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by fifteen percent (15%) of the actual price charged to Customers for each Graphic Tone Downloaded (the "Graphic Tone Royalty"), provided that in no circumstances shall the Graphic Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.20 per Download irrespective of the price (if any) actually charged;

(c) Advance: An advance of $500 recoupable from all Royalties payable hereunder.

(d) If at any time during the Term hereof Licensee pays any royalty, fixing or other service fee in connection with its Ring Tone or Graphic Tone service within the Territory to any other owner or administrator of musical compositions higher than the Ring Tone Royalty, Graphic Tone Royalty or Fixing Fee specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Ring Tones and Graphic Tones Downloaded; and (ii) all Ring Tones and Graphic Tones created. Each accounting shall report each Composition by title, song code number (as indicated on Schedules A and B), the number of Downloads and the resultant applicable Royalties due hereunder and be accompanied by payment to Licensor of all Royalties due. All accountings and resultant royalties and fees shall be forwarded to Zomba Enterprises, Inc., 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones and Graphic Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of five percent (5%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensor gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Recordings or Ring Tones whatsoever.

8. (a) Licensor represents, warrants and agrees as follows (with respect to the Licensor Share of the Compositions described in Schedules A and B):

(i) Licensor has full right, power and authority to enter into this agreement and to grant to the Licensee all rights herein set out upon the terms and conditions herein.

(ii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iii) Licensor will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom Licensor administer with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(ii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iii) Upon receipt of written instruction from Licensor, Licensee shall not, to the extent permitted by law, license any Customer or other user that is engaged in piracy, illegal activities or other unauthorized use of the Ring Tones or the Compositions, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor.

(iv) Licensee shall either own or control and/or have valid and enforceable licenses with the applicable rights holders with respect to all aspects of their Ring Tone service including, without limitation, any Master Recordings and/or Graphics.

(c) Each party (for these purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Indemnitee shall notify Indemnitor of any claim presented to Indemnitee by a third

party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the proceeding. No such claim asserted by a third party may be settled by Indemnitee without Indemnitor's prior written consent (such consent not to be unreasonably withheld or delayed), so long as Indemnitor is actively defending such claim in a manner consistent with industry norms, unless Indemnitee shall agree not to seek indemnity from Indemnitor for any settlement payment made by Indemnitee to the claimant.

9. (a) For the avoidance of doubt, no rights are granted in any Master Recordings of the Composition(s) or Graphics, and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

11. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

Zomba Enterprises, Inc.

By: _____

Telecast Mobile

By: _____

SCHEDULE A

TITLE	WRITER	% CONTROLLED
Breaking the Habit	Linkin Park	100%
Don't Stay	Linkin Park	100%
Easier to Run	Linkin Park	100%
Figure 09	Linkin Park	100%
From The Inside	Linkin Park	100%
In The End	Linkin Park	100%
Lying From You	Linkin Park	100%
One Step Closer	Linkin Park	100%
Papercut	Linkin Park	100%
A Place for My Head	Linkin Park	100%
Runaway	Linkin Park	100%
Somewhere I Belong	Linkin Park	100%

SCHEDULE B

TITLE	WRITER	% CONTROLLED
Breaking the Habit	Linkin Park	100%
Don't Stay	Linkin Park	100%
Easier to Run	Linkin Park	100%
Figure 09	Linkin Park	100%
From The Inside	Linkin Park	100%
In The End	Linkin Park	100%
Lying From You	Linkin Park	100%
One Step Closer	Linkin Park	100%
Papercut	Linkin Park	100%
A Place for My Head	Linkin Park	100%
Runaway	Linkin Park	100%
Somewhere I Belong	Linkin Park	100%

EXHIBIT CO 0299

RING TONE LICENSE

Agreement made February 1, 2005 between Zomba Enterprises, Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and Lagardere Active North America, Inc., 1633 Broadway, New York, NY 10019 (hereinafter "Licensee").

WHEREAS Licensor and Licensee have previously entered into a ring tone license dated September 1, 2004 (the "Prior Agreement"); and

WHEREAS Licensor and Licensee wish to terminate the Prior Agreement and replace same with this agreement.

Therefore, for good and valuable consideration, Licensor and the Licensee hereby agree as follows:

1. (a) Upon execution of this agreement, the Prior Agreement shall be deemed to be terminated effective as of January 31, 2005. Notwithstanding the forgoing, all royalties and other fees payable under the Prior Agreement shall continue to be payable to Licensee pursuant to the terms contained in Article 4 below.

(b) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on February 1, 2005 and expiring on January 31, 2006 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create an arrangement of the Compositions consisting of musical tones (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition, and record up to thirty (30) seconds of an Arrangement (the "Recording(s)");
(ii) To transform the Recordings into mobile ring tone formats or to incorporate up to thirty (30) seconds of a Composition as embodied in a pre-existing master recording (a "Master Recording") into a ring tone format (individually and collectively, a "Ring Tone");
(iii) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")
(iv) Subject to paragraph 1(b) below, to synchronize Ring Tones with graphic images (a "Graphic") (collectively, a "Graphic Tone") which may be viewed solely on a Customer's mobile telephone;
(v) To download or otherwise transmit Ring Tones or Graphic Tones onto mobile telephones (for a fee or otherwise) for personal use by the Customers (a "Download"), for the express purpose of such Ring Tone(s) sounding as a ringing alert on such mobile telephones;
(vi) To promote and advertise segments of the Graphic Tones or Ring Tones (not to exceed thirty (30) seconds each) on Customer's mobile phones and Licensee's and/or Third Party Companies' web site(s) for the sole purpose of allowing a Customer to preview a Ring Tone before purchasing same.

All of the foregoing activities shall be conducted at Licensee's sole expense.

(c) Notwithstanding anything to the contrary contained herein, each Graphic Tone shall be subject to Licensor's prior written approval and shall be listed on Schedule "B" attached hereto.

(d) Schedule "A" and Schedule "B" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(e) All Arrangements created pursuant to this license shall be considered a "work made for hire" for Licensor. In the event the Arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims

unto Licensor, its successors and assigns, all right, title and interest in and to the Arrangements and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

2. Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that Licensor shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

(a) Ring Tones: With respect to each individual Download of a Ring Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Ring Tone Downloaded (the "Ring Tone Royalty"), provided that in no circumstances shall the Ring Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.13 per Download irrespective of the price (if any) actually charged;

(b) Graphic Tones: With respect to each individual Download of a Graphic Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by fifteen percent (15%) of the actual price charged to Customers for each Graphic Tone Downloaded (the "Graphic Tone Royalty"), provided that in no circumstances shall the Graphic Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.20 per Download irrespective of the price (if any) actually charged;

(c) Advance: An advance of $4,000 which shall be recoupable from all royalties payable hereunder.

(d) Prior Advance: Reference is made to the advance of $1,000 previously paid in connection with the Prior Agreement. Each party acknowledges and agrees that $509.50 of the Prior Advance has been recouped and that the remaining balance of such advance (i.e. $490.50) shall be treated as an additional advance under this agreement and shall be recoupable from royalties payable hereunder.

(e) If at any time during the Term hereof Licensee pays any royalty, fixing or other service fee in connection with its Ring Tone or Graphic Tone service within the Territory to any other owner or administrator of musical compositions higher than the Ring Tone Royalty, Graphic Tone Royalty or Fixing Fee specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Ring Tones and Graphic Tones Downloaded; and (ii) all Ring Tones and Graphic Tones created. Each accounting shall report each Composition by title, song code number (as indicated on Schedules A and B), the number of Downloads and the resultant applicable Royalties due hereunder and be accompanied by payment to Licensor of all Royalties. All accountings and resultant royalties and fees shall be forwarded to Zomba Enterprises, Inc., 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones and Graphic Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of five percent (5%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensor gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Recordings or Ring Tones whatsoever.

8. (a) Licensor represents, warrants and agrees as follows (with respect to the Licensor Share of the Compositions described in Schedules A and B):

(i) Licensor has full right, power and authority to enter into this agreement and to grant to the Licensee all rights herein set out upon the terms and conditions herein.

(ii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iii) Licensor will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom Licensor administer with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

11. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

Zomba Enterprises, Inc.

By: _____

Lagardere Active North America, Inc.

By: _____

EXHIBIT CO 0300

RING TONE LICENSE

Agreement made February 1, 2005 between BMG Music Publishing NA, Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and DaDa Mobile, Inc., 350 Fifth Avenue, Suite 4114, New York, NY 10118 (hereinafter "Licensee").

For good and valuable consideration, Licensor and the Licensee hereby agree as follows:

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on February 1, 2005 and expiring on January 31, 2006 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create an arrangement of the Compositions consisting of musical tones (the "Arrangement"); provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition, and record up to thirty (30) seconds of an Arrangement (the "Recording(s)");

(ii) To transform the Recordings into mobile ring tone formats or to incorporate up to thirty (30) seconds of a Composition as embodied in a pre-existing master recording (a "Master Recording") into a ring tone format (individually and collectively, a "Ring Tone");

(iii) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")

(iv) Subject to paragraph 1(b) below, to synchronize Ring Tones with graphic images (a "Graphic") (collectively, a "Graphic Tone") which may be viewed solely on a Customer's mobile telephone;

(v) To download or otherwise transmit Ring Tones or Graphic Tones onto mobile telephones (for a fee or otherwise) for personal use by the Customers (a "Download"), for the express purpose of such Ring Tone(s) sounding as a ringing alert on such mobile telephones;

(vi) To promote and advertise segments of the Graphic Tones or Ring Tones (not to exceed thirty (30) seconds each) on Customer's mobile phones and Licensee's and/or Third Party Companies' web site(s) for the sole purpose of allowing a Customer to preview a Ring Tone before purchasing same.

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Notwithstanding anything to the contrary contained herein, each Graphic Tone shall be subject to Licensor's prior written approval and shall be listed on Schedule "B" attached hereto.*

(c) Schedule "A" and Schedule "B" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(d) All Arrangements created pursuant to this license shall be considered a "work made for hire" for Licensor. In the event the Arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the Arrangements and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

2. Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that Licensor shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing license, Licensee shall pay to Licensor the following:

(a) Ring Tones: With respect to each individual Download of a Ring Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Ring Tone Downloaded (the "Ring Tone Royalty"), provided that in no circumstances shall the Ring Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.125 per Download irrespective of the price (if any) actually charged;

(b) Graphic Tones: With respect to each individual Download of a Graphic Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by fifteen percent (15%) of the actual price charged to Customers for each Graphic Tone Downloaded (the "Graphic Tone Royalty"), provided that in no circumstances shall the Graphic Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.20 per Download irrespective of the price (if any) actually charged;

(c) Fixing Fee: For each Composition initially converted to a Ring Tone or Graphic Tone, a one-time non-recoupable fixing fee equal to the Licensor Share of each applicable Composition multiplied by $25 (the "Fixing Fee"). For avoidance of doubt, if a Fixing Fee for a particular Composition is paid in connection with the creation of a Ring Tone, an additional Fixing Fee will not be due if such Ring Tone is later converted to a Graphic Tone. Conversely, if a Graphic Tone is initially created by Licensee, an additional Fixing Fee will not be due if the applicable Composition is later exploited solely as a Ring Tone.

(d) Advance: An advance of $5,000 recoupable from all Royalties payable hereunder.

(e) If at any time during the Term hereof Licensee pays any royalty, fixing or other service fee in connection with its Ring Tone or Graphic Tone service within the Territory to any other owner or administrator of musical compositions higher than the Ring Tone Royalty, Graphic Tone Royalty or Fixing Fee specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

(f) Reference is made to record companies which control certain Master Recordings (the "Record Companies") who may enter in agreements with Licensee which provide, among other things, that the Record Companies will pay to Licensor a royalty in connection with Compositions contained in Master Recordings exploited as Ring Tones by Licensee (the "RC Tones"). Only to the extent that Licensor enters into separate license agreements with Record Companies concerning such RC Tones, Licensee shall not be obligated to pay Licensor Ring Tone Royalties in connection with such exploitations.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Ring Tones and Graphic Tones Downloaded; and (ii) all Ring Tones and Graphic Tones created. Each accounting shall report each Composition by title, song code number (as indicated on Schedules A and B), the number of Downloads and the resultant applicable Royalties due hereunder and be accompanied by payment to Licensor of all Royalties and Fixing Fees due. All accountings and resultant royalties and fees shall be forwarded to BMG Music Publishing NA, Inc., 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones and Graphic Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of five percent (5%) or more of the total

amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensor gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of this Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Recordings or Ring Tones whatsoever.

8. (a) Licensor represents, warrants and agrees as follows (with respect to the Licensor Share of the Compositions described in Schedules A and B):

(i) Licensor has full right, power and authority to enter into this agreement and to grant to the Licensee all rights herein set out upon the terms and conditions herein.

(ii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iii) Licensor will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom Licensor administer with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(ii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iii) Upon receipt of written instruction from Licensor, Licensee shall not, to the extent permitted by law, license any Customer or other user that is engaged in piracy, illegal activities or other unauthorized use of the Ring Tones or the Compositions, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor.

(iv) Licensee shall either own or control and/or have valid and enforceable licenses with the applicable rights holders with respect to all aspects of their Ring Tone service including, without limitation, any Master Recordings and/or Graphics.

(c) Each party (for these purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Indemnitee shall notify Indemnitor of any claim presented to Indemnitee by a third party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the proceeding. No such claim asserted by a third party may be settled by Indemnitee without Indemnitor's prior written consent (such consent not to be unreasonably withheld or delayed), so long as Indemnitor is actively defending such claim in a manner consistent with industry norms, unless Indemnitee shall agree not to seek indemnity from Indemnitor for any settlement payment made by Indemnitee to the claimant.

9. (a) For the avoidance of doubt, no rights are granted in any Master Recordings of the Composition(s) or Graphics, and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

11. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written .

BMG Music Publishing NA, Inc.

By: _____

DaDa Mobile, Inc.

By: _____

MASSIMILIANO PELLEGRINI
DIRECTOR

EXHIBIT CO 0301

RING TONE LICENSE

Agreement made February 1, 2005 between Zomba Enterprises Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and DaDa Mobile, Inc., 350 Fifth Avenue, Suite 4114, New York, NY 10118 (hereinafter "Licensee").

For good and valuable consideration, Licensor and the Licensee hereby agree as follows:

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on February 1, 2005 and expiring on January 31, 2006 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create an arrangement of the Compositions consisting of musical tones (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition, and record up to thirty (30) seconds of an Arrangement (the "Recording(s)");

(ii) To transform the Recordings into mobile ring tone formats or to incorporate up to thirty (30) seconds of a Composition as embodied in a pre-existing master recording (a "Master Recording") into a ring tone format (individually and collectively, a "Ring Tone");

(iii) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")

(iv) Subject to paragraph 1(b) below, to synchronize Ring Tones with graphic images (a "Graphic") (collectively, a "Graphic Tone") which may be viewed solely on a Customer's mobile telephone;

(v) To download or otherwise transmit Ring Tones or Graphic Tones onto mobile telephones (for a fee or otherwise) for personal use by the Customers (a "Download"), for the express purpose of such Ring Tone(s) sounding as a ringing alert on such mobile telephones;

(vi) To promote and advertise segments of the Graphic Tones or Ring Tones (not to exceed thirty (30) seconds each) on Customer's mobile phones and Licensee's and/or Third Party Companies' web site(s) for the sole purpose of allowing a Customer to preview a Ring Tone before purchasing same.

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Notwithstanding anything to the contrary contained herein, each Graphic Tone shall be subject to Licensor's prior written approval and shall be listed on Schedule "B" attached hereto.

(c) Schedule "A" and Schedule "B" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(d) All Arrangements created pursuant to this license shall be considered a "work made for hire" for Licensor. In the event the Arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the Arrangements and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

2. Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that Licensor shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

(a) Ring Tones: With respect to each individual Download of a Ring Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Ring Tone Downloaded (the "Ring Tone Royalty"), provided that in no circumstances shall the Ring Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.125 per Download irrespective of the price (if any) actually charged;

(b) Graphic Tones: With respect to each individual Download of a Graphic Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by fifteen percent (15%) of the actual price charged to Customers for each Graphic Tone Downloaded (the "Graphic Tone Royalty"), provided that in no circumstances shall the Graphic Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.20 per Download irrespective of the price (if any) actually charged;

(c) Fixing Fee: For each Composition initially converted to a Ring Tone or Graphic Tone, a one-time non-recoupable fixing fee equal to the Licensor Share of each applicable Composition multiplied by $25 (the "Fixing Fee"). For avoidance of doubt, if a Fixing Fee for a particular Composition is paid in connection with the creation of a Ring Tone, an additional Fixing Fee will not be due if such Ring Tone is later converted to a Graphic Tone. Conversely, if a Graphic Tone is initially created by Licensee, an additional Fixing Fee will not be due if the applicable Composition is later exploited solely as a Ring Tone.

(d) Advance: An advance of $5,000 recoupable from all Royalties payable hereunder.

(e) If at any time during the Term hereof Licensee pays any royalty, fixing or other service fee in connection with its Ring Tone or Graphic Tone service within the Territory to any other owner or administrator of musical compositions higher than the Ring Tone Royalty, Graphic Tone Royalty or Fixing Fee specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

(f) Reference is made to record companies which control certain Master Recordings (the "Record Companies") who may enter in agreements with Licensee which provide, among other things, that the Record Companies will pay to Licensor a royalty in connection with Compositions contained in Master Recordings exploited as Ring Tones by Licensee (the "RC Tones"). Only to the extent that Licensor enters into separate license agreements with Record Companies concerning such RC Tones, Licensee shall not be obligated to pay Licensor Ring Tone Royalties in connection with such exploitations.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Ring Tones and Graphic Tones Downloaded; and (ii) all Ring Tones and Graphic Tones created. Each accounting shall report each Composition by title, song code number (as indicated on Schedules A and B), the number of Downloads and the resultant applicable Royalties due hereunder and be accompanied by payment to Licensor of all Royalties and Fixing Fees due. All accountings and resultant royalties and fees shall be forwarded to Zomba Enterprises Inc., 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones and Graphic Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of five percent (5%) or more of the total

amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensor gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Recordings or Ring Tones whatsoever.

8. (a) Licensor represents, warrants and agrees as follows (with respect to the Licensor Share of the Compositions described in Schedules A and B):

(i) Licensor has full right, power and authority to enter into this agreement and to grant to the Licensee all rights herein set out upon the terms and conditions herein.

(ii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iii) Licensor will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom Licensor administer with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(ii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iii) Upon receipt of written instruction from Licensor, Licensee shall not, to the extent permitted by law, license any Customer or other user that is engaged in piracy, illegal activities or other unauthorized use of the Ring Tones or the Compositions, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor.

(iv) Licensee shall either own or control and/or have valid and enforceable licenses with the applicable rights holders with respect to all aspects of their Ring Tone service including, without limitation, any Master Recordings and/or Graphics.

(c) Each party (for these purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Indemnitee shall notify Indemnitor of any claim presented to Indemnitee by a third party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the proceeding. No such claim asserted by a third party may be settled by Indemnitee without Indemnitor's prior written consent (such consent not to be unreasonably withheld or delayed), so long as Indemnitor is actively defending such claim in a manner consistent with industry norms, unless Indemnitee shall agree not to seek indemnity from Indemnitor for any settlement payment made by Indemnitee to the claimant.

0. (a) For the avoidance of doubt, no rights are granted in any Master Recordings of the Composition(s) or Graphics, and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

11. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

Zomba Enterprises Inc.

By: _____

DaDa Mobile, Inc.

By: _____
MASSIMILIANO PELLEGRINI
DIRECTOR

(b) Such audit shall be conducted at BMG's sole expense, except that if any audit reveals an error resulting in an underpayment to BMG of five percent (5%) or more of the total amount accounted to BMG during the accounting periods audited, then Licensee shall pay to BMG all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without BMG's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) BMG may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to BMG's satisfaction within thirty (30) days after BMG gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without BMG's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without BMG's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of BMG's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Files, Recordings or Ring Tones whatsoever. Licensee shall destroy all of the Ring Tones and shall within fifteen (15) days after the end of the Term deliver to BMG an affidavit evidencing such destruction.

8. (a) For the avoidance of doubt, no rights are granted in any recording in the Composition(s), and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to BMG or this agreement without the prior written consent of BMG.

(c) BMG will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

(e) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

9. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising therefrom.

10. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

BMG Songs, Inc.

By: _____

Careers-BMG Music Publishing, Inc.

By: _____

Digital Bridges Ltd.

By: _____

EXHIBIT CO 0302

RING TONE LICENSE

Agreement made February 1, 2005 between BMG Music Publishing NA, Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and Lagardere Active North America, Inc., 1633 Broadway, New York, NY 10019 (hereinafter "Licensee").

For good and valuable consideration, Licensor and the Licensee hereby agree as follows:

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on February 1, 2005 and expiring on January 31, 2006 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create an arrangement of the Compositions consisting of musical tones (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition, and record up to thirty (30) seconds of an Arrangement (the "Recording(s)");
(ii) To transform the Recordings into mobile ring tone formats or to incorporate up to thirty (30) seconds of a Composition as embodied in a pre-existing master recording (a "Master Recording") into a ring tone format (individually and collectively, a "Ring Tone");
(iii) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")
(iv) Subject to paragraph 1(b) below, to synchronize Ring Tones with graphic images (a "Graphic") (collectively, a "Graphic Tone") which may be viewed solely on a Customer's mobile telephone;
(v) To download or otherwise transmit Ring Tones or Graphic Tones onto mobile telephones (for a fee or otherwise) for personal use by the Customers (a "Download"), for the express purpose of such Ring Tone(s) sounding as a ringing alert on such mobile telephones;
(vi) To promote and advertise segments of the Graphic Tones or Ring Tones (not to exceed thirty (30) seconds each) on Customer's mobile phones and Licensee's and/or Third Party Companies' web site(s) for the sole purpose of allowing a Customer to preview a Ring Tone before purchasing same.

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Notwithstanding anything to the contrary contained herein, each Graphic Tone shall be subject to Licensor's prior written approval and shall be listed on Schedule "B" attached hereto.

(c) Schedule "A" and Schedule "B" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(d) All Arrangements created pursuant to this license shall be considered a "work made for hire" for Licensor. In the event the Arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the Arrangements and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

2. Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that Licensor shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

(a) Ring Tones: With respect to each individual Download of a Ring Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Ring Tone Downloaded (the "Ring Tone Royalty"), provided that in no circumstances shall the Ring Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.13 per Download irrespective of the price (if any) actually charged;

(b) Graphic Tones: With respect to each Individual Download of a Graphic Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by fifteen percent (15%) of the actual price charged to Customers for each Graphic Tone Downloaded (the "Graphic Tone Royalty"), provided that in no circumstances shall the Graphic Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.20 per Download irrespective of the price (if any) actually charged;

(c) Advance: An advance of $5,000 recoupable from all Royalties payable hereunder.

(d) If at any time during the Term hereof Licensee pays any royalty, fixing or other service fee in connection with its Ring Tone or Graphic Tone service within the Territory to any other owner or administrator of musical compositions higher than the Ring Tone Royalty, Graphic Tone Royalty or Fixing Fee specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Ring Tones and Graphic Tones Downloaded; and (ii) all Ring Tones and Graphic Tones created. Each accounting shall report each Composition by title, song code number (as indicated on Schedules A and B), the number of Downloads and the resultant applicable Royalties due hereunder and be accompanied by payment to Licensor of all Royalties due. All accountings and resultant royalties and fees shall be forwarded to BMG Music Publishing NA, Inc., 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones and Graphic Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of five percent (5%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensor gives Licensee notice of it.

party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the proceeding. No such claim asserted by a third party may be settled by Indemnitee without Indemnitor's prior written consent (such consent not to be unreasonably withheld or delayed), so long as Indemnitor is actively defending such claim in a manner consistent with industry norms, unless Indemnitee shall agree not to seek indemnity from Indemnitor for any settlement payment made by Indemnitee to the claimant.

9. (a) For the avoidance of doubt, no rights are granted in any Master Recordings of the Composition(s) or Graphics, and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

11. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

BMG Music Publishing NA, Inc.

By: _____

Lagardere Active North America, Inc.

By: _____

EXHIBIT CO 0303

RING TONE LICENSE

Agreement made January 1, 2005 between BMG Music Publishing NA, Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and 9 Squared, Inc., 2128 15th Street, 2nd Floor, Denver, CO 80202 (hereinafter "Licensee").

For good and valuable consideration, Licensor and the Licensee hereby agree as follows:

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on January 1, 2005 and expiring on December 31, 2005 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create an arrangement of the Compositions consisting of musical tones (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition, and record up to thirty (30) seconds of an Arrangement (the "Recording(s)");

(ii) To transform the Recordings into mobile ring tone formats or to incorporate up to thirty (30) seconds of a Composition as embodied in a pre-existing master recording (a "Master Recording") into a ring tone format (individually and collectively, a "Ring Tone");

(iii) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")

(iv) Subject to paragraph 1(b) below, to synchronize Ring Tones with graphic images (a "Graphic") (collectively, a "Graphic Tone") which may be viewed solely on a Customer's mobile telephone;

(v) To download or otherwise transmit Ring Tones or Graphic Tones onto mobile telephones (for a fee or otherwise) for personal use by the Customers (a "Download"), for the express purpose of such Ring Tone(s) sounding as a ringing alert on such mobile telephones;

(vi) To promote and advertise segments of the Graphic Tones or Ring Tones (not to exceed thirty (30) seconds each) on Customer's mobile phones and Licensee's and/or Third Party Companies' web site(s) for the sole purpose of allowing a Customer to preview a Ring Tone before purchasing same.

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Notwithstanding anything to the contrary contained herein, each Graphic Tone shall be subject to Licensor's prior written approval and shall be listed on Schedule "B" attached hereto.

(c) Schedule "A" and Schedule "B" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(d) All Arrangements created pursuant to this license shall be considered a "work made for hire" for Licensor. In the event the Arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the Arrangements and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

2. Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that Licensor shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

(a) Ring Tones: With respect to each individual Download of a Ring Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Ring Tone Downloaded (the "Ring Tone Royalty"), provided that in no circumstances shall the Ring Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.125 per Download irrespective of the price (if any) actually charged;

(b) Graphic Tones: With respect to each individual Download of a Graphic Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by fifteen percent (15%) of the actual price charged to Customers for each Graphic Tone Downloaded (the "Graphic Tone Royalty"); provided that in no circumstances shall the Graphic Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.20 per Download irrespective of the price (if any) actually charged;

(c) If at any time during the Term hereof Licensee pays any royalty, fixing or other service fee in connection with its Ring Tone or Graphic Tone service within the Territory to any other owner or administrator of musical compositions higher than the Ring Tone Royalty, Graphic Tone Royalty or Fixing Fee specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

(d) Reference is made to record companies which control certain Master Recordings (the "Record Companies") who may enter in agreements with Licensee which provide, among other things, that the Record Companies will pay to Licensor a royalty in connection with Compositions contained in Master Recordings exploited as Ring Tones by Licensee (the "RC Tones"). Only to the extent that Licensor enters into separate license agreements with Record Companies concerning such RC Tones, Licensee shall not be obligated to pay Licensor Ring Tone Royalties in connection with such exploitations.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Ring Tones and Graphic Tones Downloaded; and (ii) all Ring Tones and Graphic Tones created. Each accounting shall report each Composition by title, song code number (as indicated on Schedules A and B), the number of Downloads and the resultant applicable Royalties due hereunder and be accompanied by payment to Licensor of all Royalties due. All accountings and resultant royalties and fees shall be forwarded to BMG Music Publishing NA, Inc., 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones and Graphic Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of five percent (5%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensor gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Recordings or Ring Tones whatsoever.

8. (a) Licensor represents, warrants and agrees as follows (with respect to the Licensor Share of the Compositions described in Schedules A and B):

(i) Licensor has full right, power and authority to enter into this agreement and to grant to the Licensee all rights herein set out upon the terms and conditions herein.

(ii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iii) Licensor will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom Licensor administer with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(ii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iii) Upon receipt of written instruction from Licensor, Licensee shall not, to the extent permitted by law, license any Customer or other user that is engaged in piracy, illegal activities or other unauthorized use of the Ring Tones or the Compositions, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor.

(iv) Licensee shall either own or control and/or have valid and enforceable licenses with the applicable rights holders with respect to all aspects of their Ring Tone service including, without limitation, any Master Recordings and/or Graphics.

(c) Each party (for these purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Indemnitee shall notify Indemnitor of any claim presented to Indemnitee by a third party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the proceeding. No such claim asserted by a third party may be settled by Indemnitee without Indemnitor's prior written consent (such consent not to be unreasonably withheld or delayed), so long as Indemnitor is actively defending such claim in a manner consistent with industry norms, unless Indemnitee shall agree not to seek indemnity from Indemnitor for any settlement payment made by Indemnitee to the claimant.

9. (a) For the avoidance of doubt, no rights are granted in any Master Recordings of the Composition(s) or Graphics, and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

11. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

BMG Music Publishing NA, Inc.

By: _____

9 Squared, Inc.

By: _____

EXHIBIT CO 0304

RING TONE LICENSE

Agreement made January 1, 2005 between BMG Music Publishing NA, Inc., & Zomba Enterprises, Inc.,1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and Moderati, Inc., 500 3rd Street, Suite 460 San Francisco, CA 94107 (hereinafter "Licensee").

For good and valuable consideration, Licensor and the Licensee hereby agree as follows:

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States, its territories and possessions ("the Territory") for a term commencing on January 1, 2005 and expiring on September 30, 2006 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create an arrangement of the Compositions consisting of musical tones (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition, and record up to forty-five (45) seconds of an Arrangement (the "Recording(s)");

(ii) To transform the Recordings into mobile ring tone formats or to incorporate up to forty-five (45) seconds of a Composition as embodied in a pre-existing master recording (a "Master Recording") into a ring tone format (individually and collectively, a "Ring Tone");

(iii) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")

(iv) Subject to paragraph 1(b) below, to synchronize Ring Tones with graphic images (a "Graphic") (collectively, a "Graphic Tone") which may be viewed solely on a Customer's mobile telephone;

(v) To download or otherwise transmit Ring Tones or Graphic Tones onto mobile telephones (for a fee or otherwise) for personal use by the Customers (a "Download"), for the express purpose of such Ring Tone(s) sounding as a ringing alert on such mobile telephones;

(vi) To allow Customers to transfer the Ring Tones to and from a virtual storage locker provided by Licensee and/or Third Party Companies;

(vii) To promote and advertise segments of the Graphic Tones or Ring Tones (not to exceed thirty (30) seconds each) on Customer's mobile phones and Licensee's and/or Third Party Companies' web site(s) for the sole purpose of allowing a Customer to preview a Ring Tone before purchasing same;

(viii) To make, and allow Third Party Companies to make, server, incidental and buffer copies of the Ring Tones solely in connection with the exercise of the rights granted hereunder.

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Notwithstanding anything to the contrary contained herein, each Graphic Tone shall be subject to Licensor's prior written approval and shall be listed on Schedule "B" attached hereto.

(c) Schedule "A" and Schedule "B" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(d) All Arrangements created pursuant to this license shall be considered a "work made for hire" for Licensor. In the event the Arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the Arrangements and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

2. Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that Licensor shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

(a) Ring Tones: With respect to each individual Download of a Ring Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price (less any applicable State or Federal sales taxes) charged to Customers for each Ring Tone Downloaded (the "Ring Tone Royalty"), provided that in no circumstances shall the Ring Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.125 per Download irrespective of the price (if any) actually charged;

(b) Graphic Tones: With respect to each individual Download of a Graphic Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price (less any applicable State or Federal sales taxes) charged to Customers for each Graphic Tone Downloaded (the "Graphic Tone Royalty"), provided that in no circumstances shall the Graphic Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.20 per Download irrespective of the price (if any) actually charged;

(c) If at any time during the Term hereof Licensee pays a royalty higher than the Ring Tone Royalty and/or Graphic Tone Royalty specified hereunder, or any type of fixing or other service fee, in connection with the licensing of musical compositions on a non-exclusive basis for use with its Ring Tone or Graphic Tone service within the Territory to any other owner or administrator of musical compositions higher than the Ring Tone Royalty and/or Graphic Tone Royalty specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

(d) Reference is made to record companies which control certain Master Recordings ("Record Companies") who may enter into agreements with Licensee which provide, among other things, that the Record Companies will pay Licensor a royalty in connection with the sale of ring tones created from Master Recordings controlled by such Record Company(ies) which embody Compositions. If Licensee has a separate agreement with such Record Company(ies) which specifies that the Record Company in question shall be responsible for collecting and accounting to Licensor in connection with the use of the Compositions as embodied in the Master Tones (an "RC Agreement") then Licensee shall not be obligated to pay Licensor Ring Tone Royalties which would otherwise be due hereunder. Otherwise, it is acknowledged and agreed that Licensee shall account to Licensor with respect to all Downloads in accordance with the terms contained herein. Licensor shall send Licensee written notice promptly following the execution of any RC Agreement.

4. (a) Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Ring Tones and Graphic Tones Downloaded; and (ii) all Ring Tones and Graphic Tones created. Each accounting shall report each Composition by title, song code number (as indicated on Schedules A and B), the number of Downloads and the resultant applicable Royalties due hereunder and be accompanied by payment to Licensor of all Royalties due. All accountings and resultant royalties and fees shall be forwarded to BMG Music Publishing NA, Inc., 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Manager of New Media.

(b) For the purposes of reporting and calculating royalties due hereunder, it is acknowledged and agreed that Downloads shall not include transfers of previously purchased Ring Tones to or from virtual storage lockers, nor for transfers made in connection with the reasonable testing, support or demonstration of Licensee's Ring Tone service.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones and Graphic Tones hereunder and all Downloads and containing

BA

all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may appoint a certified public accountant who is not then currently engaged in an audit of Licensee to audit those books and records provided that such accountant must first execute Licensee's standard non-disclosure agreement. Licensor may make such an examination for any particular statement only once and Licensee shall not be permitted to audit Licensee more than one (1) time per year. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of ten percent (10%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent other than to an Affiliate or to a joint venture or partnership in which Licensee or any Affiliate participates and any other purported such assignment, transfer or license shall be void ab initio. As used herein, "Affiliate" shall mean any party controlling, controlled by or under common control with Licensee.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to Licensor's reasonable satisfaction within thirty (30) days after Licensor gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate and Licensee shall make no further use of the Composition(s), or of the Recordings or Ring Tones whatsoever. Notwithstanding the foregoing, following such expiration or termination, Licensees shall have ten (10) business days to withdraw the Ring Tones from its database of possible Customer retrieval provided that it accounts to Licensor with respect to any Downloads that may occur during such ten (10) day period in accordance with the terms contained therein.

(e) The warranties and representations contained in section 8 below shall survive the expiration or termination of the Term.

8. (a) Licensor represents, warrants and agrees as follows (with respect to the Licensor Share of the Compositions described in Schedules A and B):

(i) Licensor has full right, power and authority to enter into this agreement and to grant to the Licensee all rights herein set out upon the terms and conditions herein.

(ii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iii) Licensor will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom Licensor administer with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(ii) Licensee shall take all commercially reasonable steps to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iii) Upon receipt of written instruction from Licensor, Licensee shall not, to the extent permitted by law, and to the extent reasonably possible, license any Customer or other user that is engaged in piracy, illegal activities or other unauthorized use of the Ring Tones or the Compositions, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor.

(iv) Licensee shall either own or control and/or have valid and enforceable licenses with the applicable rights holders with respect to all aspects of their Ring Tone service including, without limitation, any Master Recordings and/or Graphics.

(c) Each party (for these purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Indemnitee shall notify Indemnitor of any claim presented to Indemnitee by a third party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the proceeding. No such claim asserted by a third party may be settled by Indemnitee without Indemnitor's prior written consent (such consent not to be unreasonably withheld or delayed), so long as Indemnitor is actively defending such claim in a manner consistent with industry norms, unless Indemnitee shall agree not to seek indemnity from Indemnitor for any settlement payment made by Indemnitee to the claimant.

9. (a) For the avoidance of doubt, no rights are granted in any Master Recordings of the Composition(s) or Graphics, and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

11. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written:

BMG Music Publishing NA, Inc.

By: _____

Zomba Enterprises, Inc.

By: _____

Moderati, Inc.

By: _____

SCHEDULE "A"

Attached Electronically

EXHIBIT CO 0305

RING TONE LICENSE

Agreement made January 1, 2005 between BMG Music Publishing NA, Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and Jamster International Sarl, Bd de Perolles 55, CH-1700 Fribourg, Switzerland (hereinafter "Licensee").

For good and valuable consideration, Licensor and the Licensee hereby agree as follows:

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on January 1, 2005 and expiring on December 31, 2005 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create an arrangement of the Compositions consisting of musical tones (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition, and record up to forty-five (45) seconds of an Arrangement (the "Recording(s)");

(ii) To transform the Recordings into mobile ring tone formats or to incorporate up to forty-five (45) seconds of a Composition as embodied in a pre-existing master recording (a "Master Recording") into a ring tone format (individually and collectively, a "Ring Tone");

(iii) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")

(iv) Subject to paragraph 1(b) below, to synchronize Ring Tones with graphic images (a "Graphic") (collectively, a "Graphic Tone") which may be viewed solely on a Customer's mobile telephone;

(v) To download or otherwise transmit Ring Tones or Graphic Tones onto mobile telephones (for a fee or otherwise) for personal use by the Customers (a "Download"), for the express purpose of such Ring Tone(s) sounding as a ringing alert on such mobile telephones;

(vi) To promote and advertise segments of the Graphic Tones or Ring Tones (not to exceed thirty (30) seconds each) on Customer's mobile phones and Licensee's and/or Third Party Companies' web site(s) for the sole purpose of allowing a Customer to preview a Ring Tone before purchasing same.

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Notwithstanding anything to the contrary contained herein, each Graphic Tone shall be subject to Licensor's prior written approval and shall be listed on Schedule "B" attached hereto.

(c) Schedule "A" and Schedule "B" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(d) All Arrangements created pursuant to this license shall be considered a "work made for hire" for Licensor. In the event the Arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the Arrangements and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

2. Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that Licensor shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

(a) Ring Tones: With respect to each individual Download of a Ring Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Ring Tone Downloaded (the "Ring Tone Royalty"), provided that in no circumstances shall the Ring Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.13 per Download irrespective of the price (if any) actually charged;

(b) Graphic Tones: With respect to each individual Download of a Graphic Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by fifteen percent (15%) of the actual price charged to Customers for each Graphic Tone Downloaded (the "Graphic Tone Royalty"), provided that in no circumstances shall the Graphic Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.20 per Download irrespective of the price (if any) actually charged;

(c) Advance: An advance of $10,000 recoupable from all Royalties payable hereunder.

(d) If at any time during the Term hereof Licensee pays any royalty, fixing or other service fee in connection with its Ring Tone or Graphic Tone service within the Territory to any other owner or administrator of musical compositions higher than the Ring Tone Royalty, Graphic Tone Royalty or Fixing Fee specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

(e) Reference is made to record companies which control certain Master Recordings (the "Record Companies") who may enter in agreements with Licensee which provide, among other things, that the Record Companies will pay to Licensor a royalty in connection with Compositions contained in Master Recordings exploited as Ring Tones by Licensee (the "RC Tones"). Only to the extent that Licensor enters into separate license agreements with Record Companies concerning such RC Tones, Licensee shall not be obligated to pay Licensor Ring Tone Royalties in connection with such exploitations.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Ring Tones and Graphic Tones Downloaded; and (ii) all Ring Tones and Graphic Tones created. Each accounting shall report each Composition by title, song code number (as indicated on Schedules A and B), the number of Downloads and the resultant applicable Royalties due hereunder and be accompanied by payment to Licensor of all Royalties due. All accountings and resultant royalties and fees shall be forwarded to BMG Music Publishing NA, Inc., 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones and Graphic Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of five percent (5%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensor gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Recordings or Ring Tones whatsoever.

8. (a) Licensor represents, warrants and agrees as follows (with respect to the Licensor Share of the Compositions described in Schedules A and B):

(i) Licensor has full right, power and authority to enter into this agreement and to grant to the Licensee all rights herein set out upon the terms and conditions herein.

(ii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iii) Licensor will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom Licensor administer with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(ii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iii) Upon receipt of written instruction from Licensor, Licensee shall not, to the extent permitted by law, license any Customer or other user that is engaged in piracy, illegal activities or other unauthorized use of the Ring Tones or the Compositions, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor.

(iv) Licensee shall either own or control and/or have valid and enforceable licenses with the applicable rights holders with respect to all aspects of their Ring Tone service including, without limitation, any Master Recordings and/or Graphics.

(c) Each party (for these purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Indemnitee shall notify Indemnitor of any claim presented to Indemnitee by a third party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the proceeding. No such claim asserted by a third party may be settled by Indemnitee without Indemnitor's prior written consent (such consent not to be unreasonably withheld or delayed), so long as Indemnitor is actively defending such claim in a manner consistent with industry norms, unless Indemnitee shall agree not to seek indemnity from Indemnitor for any settlement payment made by Indemnitee to the claimant.

9. (a) For the avoidance of doubt, no rights are granted in any Master Recordings of the Composition(s) or Graphics, and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

11. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

BMG Music Publishing NA, Inc.

By: _____

Jamster International Sarl

By: _____ J. LEPEU

EXHIBIT CO 0306

RING TONE LICENSE

Agreement made January 1, 2005 between Zomba Enterprises Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and Jamster International Sarl, Bd de Perolles 55, CH-1700 Fribourg, Switzerland (hereinafter "Licensee").

For good and valuable consideration, Licensor and the Licensee hereby agree as follows:

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on January 1, 2005 and expiring on December 31, 2005 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create an arrangement of the Compositions consisting of musical tones (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition, and record up to forty-five (45) seconds of an Arrangement (the "Recording(s)");
(ii) To transform the Recordings into mobile ring tone formats or to incorporate up to forty-five (45) seconds of a Composition as embodied in a pre-existing master recording (a "Master Recording") into a ring tone format (individually and collectively, a "Ring Tone");
(iii) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")
(iv) Subject to paragraph 1(b) below, to synchronize Ring Tones with graphic images (a "Graphic") (collectively, a "Graphic Tone") which may be viewed solely on a Customer's mobile telephone;
(v) To download or otherwise transmit Ring Tones or Graphic Tones onto mobile telephones (for a fee or otherwise) for personal use by the Customers (a "Download"), for the express purpose of such Ring Tone(s) sounding as a ringing alert on such mobile telephones;
(vi) To promote and advertise segments of the Graphic Tones or Ring Tones (not to exceed thirty (30) seconds each) on Customer's mobile phones and Licensee's and/or Third Party Companies' web site(s) for the sole purpose of allowing a Customer to preview a Ring Tone before purchasing same.

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Notwithstanding anything to the contrary contained herein, each Graphic Tone shall be subject to Licensor's prior written approval and shall be listed on Schedule "B" attached hereto.

(c) Schedule "A" and Schedule "B" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(d) All Arrangements created pursuant to this license shall be considered a "work made for hire" for Licensor. In the event the Arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the Arrangements and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

2. Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that Licensor shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

(a) Ring Tones: With respect to each individual Download of a Ring Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Ring Tone Downloaded (the "Ring Tone Royalty"), provided that in no circumstances shall the Ring Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.13 per Download irrespective of the price (if any) actually charged;

(b) Graphic Tones: With respect to each individual Download of a Graphic Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by fifteen percent (15%) of the actual price charged to Customers for each Graphic Tone Downloaded (the "Graphic Tone Royalty"), provided that in no circumstances shall the Graphic Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.20 per Download irrespective of the price (if any) actually charged;

(c) Advance: An advance of $10,000 recoupable from all Royalties payable hereunder.

(d) If at any time during the Term hereof Licensee pays any royalty, fixing or other service fee in connection with its Ring Tone or Graphic Tone service within the Territory to any other owner or administrator of musical compositions higher than the Ring Tone Royalty, Graphic Tone Royalty or Fixing Fee specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

(e) Reference is made to record companies which control certain Master Recordings (the "Record Companies") who may enter in agreements with Licensee which provide, among other things, that the Record Companies will pay to Licensor a royalty in connection with Compositions contained in Master Recordings exploited as Ring Tones by Licensee (the "RC Tones"). Only to the extent that Licensor enters into separate license agreements with Record Companies concerning such RC Tones, Licensee shall not be obligated to pay Licensor Ring Tone Royalties in connection with such exploitations.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Ring Tones and Graphic Tones Downloaded; and (ii) all Ring Tones and Graphic Tones created. Each accounting shall report each Composition by title, song code number (as indicated on Schedules A and B), the number of Downloads and the resultant applicable Royalties due hereunder and be accompanied by payment to Licensor of all Royalties due. All accountings and resultant royalties and fees shall be forwarded to Zomba Enterprises Inc., 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones and Graphic Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of five percent (5%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensor gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Recordings or Ring Tones whatsoever.

8. (a) Licensor represents, warrants and agrees as follows (with respect to the Licensor Share of the Compositions described in Schedules A and B):

(i) Licensor has full right, power and authority to enter into this agreement and to grant to the Licensee all rights herein set out upon the terms and conditions herein.

(ii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iii) Licensor will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom Licensor administer with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(ii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iii) Upon receipt of written instruction from Licensor, Licensee shall not, to the extent permitted by law, license any Customer or other user that is engaged in piracy, illegal activities or other unauthorized use of the Ring Tones or the Compositions, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor.

EXHIBIT CO 0307

RING TONE LICENSE

Agreement made January 1, 2005 between Zomba Enterprises Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and 9 Squared, Inc., 2128 15th Street, 2nd Floor, Denver, CO 80202 (hereinafter "Licensee").

For good and valuable consideration, Licensor and the Licensee hereby agree as follows:

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on January 1, 2005 and expiring on December 31, 2005 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create an arrangement of the Compositions consisting of musical tones (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition, and record up to thirty (30) seconds of an Arrangement (the "Recording(s)");

(ii) To transform the Recordings into mobile ring tone formats or to incorporate up to thirty (30) seconds of a Composition as embodied in a pre-existing master recording (a "Master Recording") into a ring tone format (individually and collectively, a "Ring Tone");

(iii) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")

(iv) Subject to paragraph 1(b) below, to synchronize Ring Tones with graphic images (a "Graphic") (collectively, a "Graphic Tone") which may be viewed solely on a Customer's mobile telephone;

(v) To download or otherwise transmit Ring Tones or Graphic Tones onto mobile telephones (for a fee or otherwise) for personal use by the Customers (a "Download"), for the express purpose of such Ring Tone(s) sounding as a ringing alert on such mobile telephones;

(vi) To promote and advertise segments of the Graphic Tones or Ring Tones (not to exceed thirty (30) seconds each) on Customer's mobile phones and Licensee's and/or Third Party Companies' web site(s) for the sole purpose of allowing a Customer to preview a Ring Tone before purchasing same.

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Notwithstanding anything to the contrary contained herein, each Graphic Tone shall be subject to Licensor's prior written approval and shall be listed on Schedule "B" attached hereto.

(c) Schedule "A" and Schedule "B" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(d) All Arrangements created pursuant to this license shall be considered a "work made for hire" for Licensor. In the event the Arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the Arrangements and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

2. Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that Licensor shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

(a) Ring Tones: With respect to each individual Download of a Ring Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Ring Tone Downloaded (the "Ring Tone Royalty"), provided that in no circumstances shall the Ring Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.125 per Download irrespective of the price (if any) actually charged;

(b) Graphic Tones: With respect to each individual Download of a Graphic Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by fifteen percent (15%) of the actual price charged to Customers for each Graphic Tone Downloaded (the "Graphic Tone Royalty"), provided that in no circumstances shall the Graphic Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.20 per Download irrespective of the price (if any) actually charged;

(c) If at any time during the Term hereof Licensee pays any royalty, fixing or other service fee in connection with its Ring Tone or Graphic Tone service within the Territory to any other owner or administrator of musical compositions higher than the Ring Tone Royalty, Graphic Tone Royalty or Fixing Fee specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

(d) Reference is made to record companies which control certain Master Recordings (the "Record Companies") who may enter in agreements with Licensee which provide, among other things, that the Record Companies will pay to Licensor a royalty in connection with Compositions contained in Master Recordings exploited as Ring Tones by Licensee (the "RC Tones"). Only to the extent that Licensor enters into separate license agreements with Record Companies concerning such RC Tones, Licensee shall not be obligated to pay Licensor Ring Tone Royalties in connection with such exploitations.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Ring Tones and Graphic Tones Downloaded; and (ii) all Ring Tones and Graphic Tones created. Each accounting shall report each Composition by title, song code number (as indicated on Schedules A and B), the number of Downloads and the resultant applicable Royalties due hereunder and be accompanied by payment to Licensor of all Royalties due. All accountings and resultant royalties and fees shall be forwarded to Zomba Enterprises Inc., 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones and Graphic Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of five percent (5%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensor gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Recordings or Ring Tones whatsoever.

8. (a) Licensor represents, warrants and agrees as follows (with respect to the Licensor Share of the Compositions described in Schedules A and B):

(i) Licensor has full right, power and authority to enter into this agreement and to grant to the Licensee all rights herein set out upon the terms and conditions herein.

(ii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iii) Licensor will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom Licensor administer with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(ii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iii) Upon receipt of written instruction from Licensor, Licensee shall not, to the extent permitted by law, license any Customer or other user that is engaged in piracy, illegal activities or other unauthorized use of the Ring Tones or the Compositions, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor.

(iv) Licensee shall either own or control and/or have valid and enforceable licenses with the applicable rights holders with respect to all aspects of their Ring Tone service including, without limitation, any Master Recordings and/or Graphics.

(c) Each party (for these purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Indemnitee shall notify Indemnitor of any claim presented to Indemnitee by a third party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the proceeding. No such claim asserted by a third party may be settled by Indemnitee without Indemnitor's prior written consent (such consent not to be unreasonably withheld or delayed), so long as Indemnitor is actively defending such claim in a manner consistent with industry norms, unless Indemnitee shall agree not to seek indemnity from Indemnitor for any settlement payment made by Indemnitee to the claimant.

9. (a) For the avoidance of doubt, no rights are granted in any Master Recordings of the Composition(s) or Graphics, and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

11. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

Zomba Enterprises Inc.

By: Peter Brazell

9 Squared, Inc.

By: _____

EXHIBIT CO 0308

RING TONE LICENSE

Agreement made April 1, 2005, effective as of January 1, 2005, between Zomba Enterprises, Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and 3Gupload.com, 3020 North Post Road, Indianapolis, IN 46226 (hereinafter "Licensee").

For good and valuable consideration, Licensor and the Licensee hereby agree as follows:

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on January 1, 2005 and expiring on December 31, 2005 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create an arrangement of the Compositions consisting of musical tones (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition, and record up to thirty (30) seconds of an Arrangement (the "Recording(s)");

(ii) To transform the Recordings into mobile ring tone formats or to incorporate up to thirty (30) seconds of a Composition as embodied in a pre-existing master recording (a "Master Recording") into a ring tone format (individually and collectively, a "Ring Tone");

(iii) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")

(iv) Subject to paragraph 1(b) below, to synchronize Ring Tones with graphic images (a "Graphic") (collectively, a "Graphic Tone") which may be viewed solely on a Customer's mobile telephone;

(v) To download or otherwise transmit Ring Tones or Graphic Tones onto mobile telephones (for a fee or otherwise) for personal use by the Customers (a "Download"), for the express purpose of such Ring Tone(s) sounding as a ringing alert on such mobile telephones;

(vi) To promote and advertise segments of the Graphic Tones or Ring Tones (not to exceed thirty (30) seconds each) on Customer's mobile phones and Licensee's and/or Third Party Companies' web site(s) for the sole purpose of allowing a Customer to preview a Ring Tone before purchasing same.

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Notwithstanding anything to the contrary contained herein, each Graphic Tone shall be subject to Licensor's prior written approval and shall be listed on Schedule "B" attached hereto.

(c) Schedule "A" and Schedule "B" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(d) All Arrangements created pursuant to this license shall be considered a "work made for hire" for Licensor. In the event the Arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the Arrangements and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

2. Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that Licensor shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

(a) A settlement payment for each Ring Tone Downloaded prior to the beginning of the Term equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by $.12, as detailed on the accounting attached hereto as "Exhibit A" (the "Accounting"). For a period of 2 years following the execution of this agreement, Licensor shall have the right to audit the books and records of Licensee in accordance with the terms contained in paragraph 5 below to verify the accuracy of the Accounting.

(b) Ring Tones: With respect to each individual Download of a Ring Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Ring Tone Downloaded (the "Ring Tone Royalty"), provided that in no circumstances shall the Ring Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.125 per Download irrespective of the price (if any) actually charged;

(c) Graphic Tones: With respect to each individual Download of a Graphic Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Graphic Tone Downloaded (the "Graphic Tone Royalty"), provided that in no circumstances shall the Graphic Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.20 per Download irrespective of the price (if any) actually charged;

(d) Fixing Fee: For each Composition initially converted to a Ring Tone or Graphic Tone, a one-time non-recoupable fixing fee equal to the Licensor Share of each applicable Composition multiplied by $25 (the "Fixing Fee"). For avoidance of doubt, if a Fixing Fee for a particular Composition is paid in connection with the creation of a Ring Tone, an additional Fixing Fee will not be due if such Ring Tone is later converted to a Graphic Tone. Conversely, if a Graphic Tone is initially created by Licensee, an additional Fixing Fee will not be due if the applicable Composition is later exploited solely as a Ring Tone.

(e) Advance: An advance of $10,000 recoupable from all Royalties payable hereunder.

(f) If at any time during the Term hereof Licensee pays any royalty, fixing or other service fee in connection with its Ring Tone or Graphic Tone service within the Territory to any other owner or administrator of musical compositions higher than the Ring Tone Royalty, Graphic Tone Royalty or Fixing Fee specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Ring Tones and Graphic Tones Downloaded; and (ii) all Ring Tones and Graphic Tones created. Each accounting shall report each Composition by title, song code number (as indicated on Schedules A and B), the number of Downloads and the resultant applicable Royalties due hereunder and be accompanied by payment to Licensor of all Royalties and Fixing Fees due. All accountings and resultant royalties and fees shall be forwarded to Zomba Enterprises, Inc. 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Manager of New Media.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones and Graphic Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of five percent (5%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to

Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-license any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensor gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or

its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Recordings or Ring Tones whatsoever.

8. (a) Licensor represents, warrants and agrees as follows (with respect to the Licensor Share of the Compositions described in Schedules A and B):

(i) Licensor has full right, power and authority to enter into this agreement and to grant to the Licensee all rights herein set out upon the terms and conditions herein.

(ii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iii) Licensor will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom Licensor administer with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(ii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iii) Upon receipt of written instruction from Licensor, Licensee shall not, to the extent permitted by law, license any Customer or other user that is engaged in piracy, illegal activities or other unauthorized use of the Ring Tones or the Compositions, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor.

(iv) Licensee shall either own or control and/or have valid and enforceable licenses with the applicable rights holders with respect to all aspects of their Ring Tone service including, without limitation, any Master Recordings and/or Graphics.

(c) Each party (for these purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Indemnitee shall notify Indemnitor of any claim presented to Indemnitee by a third party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the proceeding. No such claim asserted by a third party may be settled by Indemnitee without Indemnitor's prior written consent (such consent not to be unreasonably withheld or delayed), so long as Indemnitor is actively defending such claim in a manner consistent with industry norms, unless Indemnitee shall agree not to seek indemnity from Indemnitor for any settlement payment made by Indemnitee to the claimant.

9. (a) For the avoidance of doubt, no rights are granted in any Master Recordings of the Composition(s) or Graphics, and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

10. In consideration of the payment of the Settlement described in paragraph 3(a) above, and subject to Licensor's right to audit Licensee's books and records to verify such amount, Licensor and each of its respective predecessors, successors, corporate affiliates, subsidiaries, officers, directors, trustees, executors, insurers, agents, employees and assigns hereby release, acquit and forever discharge Licensee and each of its respective predecessors, successors, parents, corporate affiliates,

subsidiaries, officers, directors, trustees, executors, insurers, agents, employees and assigns from any and all actions, causes of action, claims, demands, damages, costs, expenses and compensation, known and unknown, from the beginning of time to September 30, 2004 in connection with the sale, release and exploitation of the Compositions by Licensee solely in connection with its Ring Tone service.

11. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

12. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

Zomba Enterprises, Inc.

By: _____

3Gupload.com

By: _____

EXHIBIT CO 0309

RING TONE LICENSE

Agreement made April 1, 2005, effective as of January 1, 2005, between BMG Music Publishing NA, Inc, 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and 3Gupload.com, 3020 North Post Road, Indianapolis, IN 46226 (hereinafter "Licensee").

For good and valuable consideration, Licensor and the Licensee hereby agree as follows:

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on January 1, 2005 and expiring on December 31, 2005 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create an arrangement of the Compositions consisting of musical tones (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition, and record up to thirty (30) seconds of an Arrangement (the "Recording(s)");

(ii) To transform the Recordings into mobile ring tone formats or to incorporate up to thirty (30) seconds of a Composition as embodied in a pre-existing master recording (a "Master Recording") into a ring tone format (individually and collectively, a "Ring Tone");

(iii) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")

(iv) Subject to paragraph 1(b) below, to synchronize Ring Tones with graphic images (a "Graphic") (collectively, a "Graphic Tone") which may be viewed solely on a Customer's mobile telephone;

(v) To download or otherwise transmit Ring Tones or Graphic Tones onto mobile telephones (for a fee or otherwise) for personal use by the Customers (a "Download"), for the express purpose of such Ring Tone(s) sounding as a ringing alert on such mobile telephones;

(vi) To promote and advertise segments of the Graphic Tones or Ring Tones (not to exceed thirty (30) seconds each) on Customer's mobile phones and Licensee's and/or Third Party Companies' web site(s) for the sole purpose of allowing a Customer to preview a Ring Tone before purchasing same.

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Notwithstanding anything to the contrary contained herein, each Graphic Tone shall be subject to Licensor's prior written approval and shall be listed on Schedule "B" attached hereto.

(c) Schedule "A" and Schedule "B" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(d) All Arrangements created pursuant to this license shall be considered a "work made for hire" for Licensor. In the event the Arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns; all right, title and interest in and to the Arrangements and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

2. Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that Licensor shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

(a) A settlement payment for each Ring Tone Downloaded prior to the beginning of the Term equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by $.12, as detailed on the accounting attached hereto as "Exhibit A" (the "Accounting"). For a period of 2 years following the execution of this agreement, Licensor shall have the right to audit the books and records of Licensee in accordance with the terms contained in paragraph 5 below to verify the accuracy of the Accounting.

(b) Ring Tones: With respect to each individual Download of a Ring Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Ring Tone Downloaded (the "Ring Tone Royalty"), provided that in no circumstances shall the Ring Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.125 per Download irrespective of the price (if any) actually charged;

(c) Graphic Tones: With respect to each individual Download of a Graphic Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Graphic Tone Downloaded (the "Graphic Tone Royalty"), provided that in no circumstances shall the Graphic Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.20 per Download irrespective of the price (if any) actually charged;

(d) Fixing Fee: For each Composition initially converted to a Ring Tone or Graphic Tone, a one-time non-recoupable fixing fee equal to the Licensor Share of each applicable Composition multiplied by $25 (the "Fixing Fee"). For avoidance of doubt, if a Fixing Fee for a particular Composition is paid in connection with the creation of a Ring Tone, an additional Fixing Fee will not be due if such Ring Tone is later converted to a Graphic Tone. Conversely, if a Graphic Tone is initially created by Licensee, an additional Fixing Fee will not be due if the applicable Composition is later exploited solely as a Ring Tone.

(e) Advance: An advance of $10,000 recoupable from all Royalties payable hereunder.

(f) If at any time during the Term hereof Licensee pays any royalty, fixing or other service fee in connection with its Ring Tone or Graphic Tone service within the Territory to any other owner or administrator of musical compositions higher than the Ring Tone Royalty, Graphic Tone Royalty or Fixing Fee specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Ring Tones and Graphic Tones Downloaded; and (ii) all Ring Tones and Graphic Tones created. Each accounting shall report each Composition by title, song code number (as indicated on Schedules A and B), the number of Downloads and the resultant applicable Royalties due hereunder and be accompanied by payment to Licensor of all Royalties and Fixing Fees due. All accountings and resultant royalties and fees shall be forwarded to BMG Music Publishing NA, Inc. 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Manager of New Media.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones and Graphic Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of five percent (5%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to

Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-license any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensor gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or

its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Recordings or Ring Tones whatsoever.

8. (a) Licensor represents, warrants and agrees as follows (with respect to the Licensor Share of the Compositions described in Schedules A and B):

(i) Licensor has full right, power and authority to enter into this agreement and to grant to the Licensee all rights herein set out upon the terms and conditions herein.

(ii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iii) Licensor will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom Licensor administer with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(ii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iii) Upon receipt of written instruction from Licensor, Licensee shall not, to the extent permitted by law, license any Customer or other user that is engaged in piracy, illegal activities or other unauthorized use of the Ring Tones or the Compositions, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor.

(iv) Licensee shall either own or control and/or have valid and enforceable licenses with the applicable rights holders with respect to all aspects of their Ring Tone service including, without limitation, any Master Recordings and/or Graphics.

(c) Each party (for these purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Indemnitee shall notify Indemnitor of any claim presented to Indemnitee by a third party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the proceeding. No such claim asserted by a third party may be settled by Indemnitee without Indemnitor's prior written consent (such consent not to be unreasonably withheld or delayed), so long as Indemnitor is actively defending such claim in a manner consistent with industry norms, unless Indemnitee shall agree not to seek indemnity from Indemnitor for any settlement payment made by Indemnitee to the claimant.

9. (a) For the avoidance of doubt, no rights are granted in any Master Recordings of the Composition(s) or Graphics, and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

10. In consideration of the payment of the Settlement described in paragraph 3(a) above, and subject to Licensor's right to audit Licensee's books and records to verify such amount, Licensor and each of its respective predecessors, successors, corporate affiliates, subsidiaries, officers, directors, trustees, executors, insurers, agents, employees and assigns hereby release, acquit and forever discharge Licensee and each of its respective predecessors, successors, parents, corporate affiliates,

subsidiaries, officers, directors, trustees, executors, insurers, agents, employees and assigns from any and all actions, causes of action, claims, demands, damages, costs, expenses and compensation, known and unknown, from the beginning of time to September 30, 2004 in connection with the sale, release and exploitation of the Compositions by Licensee solely in connection with its Ring Tone service.

11. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

12. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

BMG Music Publishing NA, Inc.

By: _____

3Gupload.com

By: _____

EXHIBIT CO 0310

RING TONE LICENSE

Agreement made January 1, 2005 between Zomba Enterprises Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and Genexies, Avda. Pio XII, 94, Bloque 1, Bajos, 28036, Madrid (hereinafter "Licensee").

For good and valuable consideration, Licensor and the Licensee hereby agree as follows:

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on January 1, 2005 and expiring on December 31, 2005 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create an arrangement of the Compositions consisting of musical tones (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition, and record up to thirty (30) seconds of an Arrangement (the "Recording(s)");

(ii) To transform the Recordings into mobile ring tone formats or to incorporate up to thirty (30) seconds of a Composition as embodied in a pre-existing master recording (a "Master Recording") into a ring tone format (individually and collectively, a "Ring Tone");

(iii) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")

(iv) Subject to paragraph 1(b) below, to synchronize Ring Tones with graphic images (a "Graphic") (collectively, a "Graphic Tone") which may be viewed solely on a Customer's mobile telephone;

(v) To download or otherwise transmit Ring Tones or Graphic Tones onto mobile telephones (for a fee or otherwise) for personal use by the Customers (a "Download"), for the express purpose of such Ring Tone(s) sounding as a ringing alert on such mobile telephones;

(vi) To promote and advertise segments of the Graphic Tones or Ring Tones (not to exceed thirty (30) seconds each) on Customer's mobile phones and Licensee's and/or Third Party Companies' web site(s) for the sole purpose of allowing a Customer to preview a Ring Tone before purchasing same.

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Notwithstanding anything to the contrary contained herein, each Graphic Tone shall be subject to Licensor's prior written approval and shall be listed on Schedule "B" attached hereto.

(c) Schedule "A" and Schedule "B" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(d) All Arrangements created pursuant to this license shall be considered a "work made for hire" for Licensor. In the event the Arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the Arrangements and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

2. Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that Licensor shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

(a) Ring Tones: With respect to each individual Download of a Ring Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Ring Tone Downloaded (the "Ring Tone Royalty"), provided that in no circumstances shall the Ring Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.13 per Download irrespective of the price (if any) actually charged;

(b) Graphic Tones: With respect to each individual Download of a Graphic Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by fifteen percent (15%) of the actual price charged to Customers for each Graphic Tone Downloaded (the "Graphic Tone Royalty"), provided that in no circumstances shall the Graphic Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.20 per Download irrespective of the price (if any) actually charged;

(c) Fixing Fee: For each Composition initially converted to a Ring Tone or Graphic Tone, a one-time non-recoupable fixing fee equal to the Licensor Share of each applicable Composition multiplied by $25 (the "Fixing Fee"). For avoidance of doubt, if a Fixing Fee for a particular Composition is paid in connection with the creation of a Ring Tone, an additional Fixing Fee will not be due if such Ring Tone is later converted to a Graphic Tone. Conversely, if a Graphic Tone is initially created by Licensee, an additional Fixing Fee will not be due if the applicable Composition is later exploited solely as a Ring Tone.

(d) Advance: An advance of $10,000 recoupable from all Royalties payable hereunder.

(e) If at any time during the Term hereof Licensee pays any royalty, fixing or other service fee in connection with its Ring Tone or Graphic Tone service within the Territory to any other owner or administrator of musical compositions higher than the Ring Tone Royalty, Graphic Tone Royalty or Fixing Fee specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Ring Tones and Graphic Tones Downloaded; and (ii) all Ring Tones and Graphic Tones created. Each accounting shall report each Composition by title, song code number (as indicated on Schedules A and B), the number of Downloads and the resultant applicable Royalties due hereunder and be accompanied by payment to Licensor of all Royalties and Fixing Fees due. All accountings and resultant royalties and fees shall be forwarded to Zomba Enterprises Inc., 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones and Graphic Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of five percent (5%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensor gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Recordings or Ring Tones whatsoever.

8. (a) Licensor represents, warrants and agrees as follows (with respect to the Licensor Share of the Compositions described in Schedules A and B):

(i) Licensor has full right, power and authority to enter into this agreement and to grant to the Licensee all rights herein set out upon the terms and conditions herein.

(ii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iii) Licensor will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom Licensor administer with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(ii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iii) Upon receipt of written instruction from Licensor, Licensee shall not, to the extent permitted by law, license any Customer or other user that is engaged in piracy, illegal activities or other unauthorized use of the Ring Tones or the Compositions, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor.

(iv) Licensee shall either own or control and/or have valid and enforceable licenses with the applicable rights holders with respect to all aspects of their Ring Tone service including, without limitation, any Master Recordings and/or Graphics.

(c) Each party (for these purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Indemnitee shall notify Indemnitor of any claim presented to Indemnitee by a third party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the proceeding. No such claim asserted by a third party may be settled by Indemnitee without Indemnitor's prior written consent (such consent not to be unreasonably withheld or delayed), so long as Indemnitor is actively defending such claim in a manner consistent with industry norms, unless Indemnitee shall agree not to seek indemnity from Indemnitor for any settlement payment made by Indemnitee to the claimant.

9. (a) For the avoidance of doubt, no rights are granted in any Master Recordings of the Composition(s) or Graphics, and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

11. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

Zomba Enterprises Inc.

By: _____

Genexies

By: _____

EXHIBIT CO 0311

RING TONE LICENSE

Agreement made January 1, 2005 between BMG Music Publishing NA, Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and Downplay, Inc., 6 Jenner, Suite 230, Irvine, CA 92618 (hereinafter "Licensee").

For good and valuable consideration, Licensor and the Licensee hereby agree as follows:

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on January 1, 2005 and expiring on December 31, 2005 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create an arrangement of the Compositions consisting of musical tones (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition, and record up to thirty (30) seconds of an Arrangement (the "Recording(s)");

(ii) To transform the Recordings into mobile ring tone formats or to incorporate up to thirty (30) seconds of a Composition as embodied in a pre-existing master recording (a "Master Recording") into a ring tone format (individually and collectively, a "Ring Tone");

(iii) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")

(iv) Subject to paragraph 1(b) below, to synchronize Ring Tones with graphic images (a "Graphic") (collectively, a "Graphic Tone") which may be viewed solely on a Customer's mobile telephone;

(v) To download or otherwise transmit Ring Tones or Graphic Tones onto mobile telephones (for a fee or otherwise) for personal use by the Customers (a "Download"), for the express purpose of such Ring Tone(s) sounding as a ringing alert on such mobile telephones;

(vi) To promote and advertise segments of the Graphic Tones or Ring Tones (not to exceed thirty (30) seconds each) on Customer's mobile phones and Licensee's and/or Third Party Companies' web site(s) for the sole purpose of allowing a Customer to preview a Ring Tone before purchasing same.

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Notwithstanding anything to the contrary contained herein, each Graphic Tone shall be subject to Licensor's prior written approval and shall be listed on Schedule "B" attached hereto.

(c) Schedule "A" and Schedule "B" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(d) All Arrangements created pursuant to this license shall be considered a "work made for hire" for Licensor. In the event the Arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the Arrangements and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

2. Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that Licensor shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

(a) Ring Tones: With respect to each individual Download of a Ring Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Ring Tone Downloaded (the "Ring Tone Royalty"), provided that in no circumstances shall the Ring Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.13 per Download irrespective of the price (if any) actually charged;

(b) Graphic Tones: With respect to each individual Download of a Graphic Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by fifteen percent (15%) of the actual price charged to Customers for each Graphic Tone Downloaded (the "Graphic Tone Royalty"), provided that in no circumstances shall the Graphic Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.20 per Download irrespective of the price (if any) actually charged;

(c) Fixing Fee: For each Composition initially converted to a Ring Tone or Graphic Tone, a one-time non-recoupable fixing fee equal to the Licensor Share of each applicable Composition multiplied by $25 (the "Fixing Fee"). For avoidance of doubt, if a Fixing Fee for a particular Composition is paid in connection with the creation of a Ring Tone, an additional Fixing Fee will not be due if such Ring Tone is later converted to a Graphic Tone. Conversely, if a Graphic Tone is initially created by Licensee, an additional Fixing Fee will not be due if the applicable Composition is later exploited solely as a Ring Tone.

(d) If at any time during the Term hereof Licensee pays any royalty, fixing or other service fee in connection with its Ring Tone or Graphic Tone service within the Territory to any other owner or administrator of musical compositions higher than the Ring Tone Royalty, Graphic Tone Royalty or Fixing Fee specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Ring Tones and Graphic Tones Downloaded; and (ii) all Ring Tones and Graphic Tones created. Each accounting shall report each Composition by title, song code number (as indicated on Schedules A and B), the number of Downloads and the resultant applicable Royalties due hereunder and be accompanied by payment to Licensor of all Royalties and Fixing Fees due. All accountings and resultant royalties and fees shall be forwarded to BMG Music Publishing NA, Inc., 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones and Graphic Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of five percent (5%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensor gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Recordings or Ring Tones whatsoever.

8. (a) Licensor represents, warrants and agrees as follows (with respect to the Licensor Share of the Compositions described in Schedules A and B):

(i) Licensor has full right, power and authority to enter into this agreement and to grant to the Licensee all rights herein set out upon the terms and conditions herein.

(ii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iii) Licensor will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom Licensor administer with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(ii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iii) Upon receipt of written instruction from Licensor, Licensee shall not, to the extent permitted by law, license any Customer or other user that is engaged in piracy, illegal activities or other unauthorized use of the Ring Tones or the Compositions, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor.

(iv) Licensee shall either own or control and/or have valid and enforceable licenses with the applicable rights holders with respect to all aspects of their Ring Tone service including, without limitation, any Master Recordings and/or Graphics.

(c) Each party (for these purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Indemnitee shall notify Indemnitor of any claim presented to Indemnitee by a third party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the proceeding. No such claim asserted by a third party may be settled by Indemnitee without Indemnitor's prior written consent (such consent not to be unreasonably withheld or delayed), so long as Indemnitor is actively defending such claim in a manner consistent with industry norms, unless Indemnitee shall agree not to seek indemnity from Indemnitor for any settlement payment made by Indemnitee to the claimant.

9. (a) For the avoidance of doubt, no rights are granted in any Master Recordings of the Composition(s) or Graphics, and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

11. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

BMG Music Publishing NA, Inc.

By: _____

Downplay, Inc.

By: _____

EXHIBIT CO 0312

RING TONE LICENSE

Agreement made January 1, 2005 between Zomba Enterprises Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and Downplay, Inc., 6 Jenner, Suite 230, Irvine, CA 92618 (hereinafter "Licensee").

For good and valuable consideration, Licensor and the Licensee hereby agree as follows:

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on January 1, 2005 and expiring on December 31, 2005 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create an arrangement of the Compositions consisting of musical tones (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition, and record up to thirty (30) seconds of an Arrangement (the "Recording(s)");

(ii) To transform the Recordings into mobile ring tone formats or to incorporate up to thirty (30) seconds of a Composition as embodied in a pre-existing master recording (a "Master Recording") into a ring tone format (individually and collectively, a "Ring Tone");

(iii) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")

(iv) Subject to paragraph 1(b) below, to synchronize Ring Tones with graphic images (a "Graphic") (collectively, a "Graphic Tone") which may be viewed solely on a Customer's mobile telephone;

(v) To download or otherwise transmit Ring Tones or Graphic Tones onto mobile telephones (for a fee or otherwise) for personal use by the Customers (a "Download"), for the express purpose of such Ring Tone(s) sounding as a ringing alert on such mobile telephones;

(vi) To promote and advertise segments of the Graphic Tones or Ring Tones (not to exceed thirty (30) seconds each) on Customer's mobile phones and Licensee's and/or Third Party Companies' web site(s) for the sole purpose of allowing a Customer to preview a Ring Tone before purchasing same.

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Notwithstanding anything to the contrary contained herein, each Graphic Tone shall be subject to Licensor's prior written approval and shall be listed on Schedule "B" attached hereto.

(c) Schedule "A" and Schedule "B" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(d) All Arrangements created pursuant to this license shall be considered a "work made for hire" for Licensor. In the event the Arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the Arrangements and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

2. Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that Licensor shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

(a) Ring Tones: With respect to each individual Download of a Ring Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Ring Tone Downloaded (the "Ring Tone Royalty"), provided that in no circumstances shall the Ring Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.13 per Download irrespective of the price (if any) actually charged;

(b) Graphic Tones: With respect to each individual Download of a Graphic Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by fifteen percent (15%) of the actual price charged to Customers for each Graphic Tone Downloaded (the "Graphic Tone Royalty"), provided that in no circumstances shall the Graphic Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.20 per Download irrespective of the price (if any) actually charged;

(c) Fixing Fee: For each Composition initially converted to a Ring Tone or Graphic Tone, a one-time non-recoupable fixing fee equal to the Licensor Share of each applicable Composition multiplied by $25 (the "Fixing Fee"). For avoidance of doubt, if a Fixing Fee for a particular Composition is paid in connection with the creation of a Ring Tone, an additional Fixing Fee will not be due if such Ring Tone is later converted to a Graphic Tone. Conversely, if a Graphic Tone is initially created by Licensee, an additional Fixing Fee will not be due if the applicable Composition is later exploited solely as a Ring Tone.

(d) If at any time during the Term hereof Licensee pays any royalty, fixing or other service fee in connection with its Ring Tone or Graphic Tone service within the Territory to any other owner or administrator of musical compositions higher than the Ring Tone Royalty, Graphic Tone Royalty or Fixing Fee specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

4. Within forty five (45) days after the end of each quarterly period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Ring Tones and Graphic Tones Downloaded; and (ii) all Ring Tones and Graphic Tones created. Each accounting shall report each Composition by title, song code number (as indicated on Schedules A and B), the number of Downloads and the resultant applicable Royalties due hereunder and be accompanied by payment to Licensor of all Royalties and Fixing Fees due. All accountings and resultant royalties and fees shall be forwarded to Zomba Enterprises Inc., 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones and Graphic Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of five percent (5%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensor gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Recordings or Ring Tones whatsoever.

8. (a) Licensor represents, warrants and agrees as follows (with respect to the Licensor Share of the Compositions described in Schedules A and B):

(i) Licensor has full right, power and authority to enter into this agreement and to grant to the Licensee all rights herein set out upon the terms and conditions herein.

(ii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iii) Licensor will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom Licensor administer with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(ii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iii) Upon receipt of written instruction from Licensor, Licensee shall not, to the extent permitted by law, license any Customer or other user that is engaged in piracy, illegal activities or other unauthorized use of the Ring Tones or the Compositions, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor.

(iv) Licensee shall either own or control and/or have valid and enforceable licenses with the applicable rights holders with respect to all aspects of their Ring Tone service including, without limitation, any Master Recordings and/or Graphics.

(c) Each party (for these purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Indemnitee shall notify Indemnitor of any claim presented to Indemnitee by a third party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the proceeding. No such claim asserted by a third party may be settled by Indemnitee without Indemnitor's prior written consent (such consent not to be unreasonably withheld or delayed), so long as Indemnitor is actively defending such claim in a manner consistent with industry norms, unless Indemnitee shall agree not to seek indemnity from Indemnitor for any settlement payment made by Indemnitee to the claimant.

9. (a) For the avoidance of doubt, no rights are granted in any Master Recordings of the Composition(s) or Graphics, and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

11. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

Zomba Enterprises Inc.

By: _____

Downplay, Inc.

By: _____

EXHIBIT CO 0313

Mobile Phone Karaoke License

Agreement made December 16th, 2004 between BMG Music Publishing NA, Inc., 1540 Broadway, New York, New York 10036 (collectively referred to herein as "Licensor") and Eatsleepmusic Corporation, 301 Moodie Drive, Suite 101, Ottawa, Ontario K2H-9C4 (hereinafter "Licensee"). For good and valuable consideration, Licensor and Licensee hereby agree as follows:

For good and valuable consideration, Licensor and Licensee hereby agree as follows:

(a) Licensor grants to Licensee the non-exclusive license for the territory of the World ("the Territory") for a term commencing on January 1, 2005 and expiring on December 31, 2005 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) The right to create digital sound recordings of the Compositions (the "File(s)");

(ii) The right to reprint the lyrics of the Compositions (the "Lyrics") on the Sites (defined below);

(iii) The right to synchronize the Files to the Lyrics and additional background images (the "Images") which may be blank or consist of visual images which may or may not follow the theme of the Composition (collectively a "Work").

(iv) The right to create a database containing the Works which is accessible by Licensee's customers or subscribers and/or third party companies serviced by Licensee ("Third Party Companies") who in turn service customers or subscribers (the "Customers");

(v) The right to download from the Sites to Customers' personal mobile telephones ("Phones"), for a fee or otherwise, the Work(s) (a "Download");

(vi) The right to store Works on Licensee's central server in order for each applicable Customer to access Works previously Downloaded;

(vii) The right to store Works on peripheral servers to facilitate the delivery of Works to Third Party companies;

(viii) The right to allow Customers to solely play back the Works via a Phone and view the Lyrics for the express purpose of singing along to the Compositions;

(ix) The right to promote and advertise segments of the Works (not to exceed thirty (30) seconds each) solely via streaming such segments from Licensee's servers to Customer's Phones and/or allowing Customers to listen to streamed segments from Licensee's and/or Third Party Companies' websites (the "Sites") for the sole purpose of allowing Customers the opportunity to preview a Work before purchasing same.

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Schedule "A" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(c) All arrangements of the Compositions created by Licensee in connection with the creation of the Works shall be considered a "work made for hire" for Licensor. In the event such arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the arrangements of the Works and all rights therein and thereto, for the United States and throughout the world,

forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

2. Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time due to an objection or claim received by the writer(s), co-publisher(s) or owner(s) of such Compositions (a "Restricted Composition"). In the event that Licensor shall request Licensee to cease using any Restricted Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

(a) For each Composition converted to a Work, a one-time non-recoupable fixing fee equal to Licensor 's percentage of control of the each applicable Composition (the "Licensor Share") multiplied by $25 (the "Fixing Fee");

(b) With respect to each individual Download, a sum equal to the Licensor Share of each applicable Composition multiplied by fifteen percent (15%) of the actual price charged to Customers for each Work Downloaded ("the Royalty"), provided that in no circumstances shall the Royalty be less than the Licensor Share of each applicable Composition multiplied by $.25 per Download irrespective of the price (if any) actually charged.

(c) An advance of $2,500 which shall be recoupable from the Royalties payable hereunder.

(d) If at any time during the Term hereof Licensee pays any royalty or fixing fee in connection with its karaoke service in relation to downloading or otherwise obtaining musical compositions from the Sites within the Territory to any other owner or administrator of musical compositions higher than the Royalty or Fixing Fee specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Works Downloaded and (ii) all new Works created. Each accounting shall report each Composition by title, song code number (as indicated on Schedule A), the number of Downloads and the resultant Royalties due hereunder and be accompanied by payment to Licensor of all Royalties and Fixing Fees due. All accountings and resultant royalties shall be forwarded to Director of New Media, 1540 Broadway, New York, NY 10036.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Works hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of ten percent (10%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable third party audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent (not to be unreasonably withheld) and any purported such assignment, transfer or license shall be void *ab initio*.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensee's receipt of Licensor's notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent, not to be unreasonably withheld.

(b) Subject to U.S. bankruptcy law, this Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Works hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Files, Lyrics or Works whatsoever.

8. (a) Licensor represents, warrants and agrees as follows (with respect to the Licensor Share of the Compositions described in Schedule A):

(i) Licensor has full right, power and authority to enter into this agreement and to grant to Licensee all rights set forth herein.

(ii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iii) Licensor will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom Licensor administers with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(ii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iii) Licensee shall either own or control and/or have valid and enforceable licenses with the applicable rights holders with respect to all aspects of their karaoke service.

(iv) Licensee shall not synchronize any Composition with any Images that could reasonably be perceived as offensive or obscene or as an endorsement of any unrelated product or service.

(v) Licensee shall not use the Composition in a manner that infringes upon the proprietary rights of any third party (including without limitation intellectual property, publicity and

privacy rights) or in connection with endorsements, commercials, co-promotions or cross-promotions of any service, product or entity.

(c) Each party (for these purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Indemnitee shall notify Indemnitor of any claim presented to Indemnitee by a third party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the proceeding. No such claim asserted by a third party may be settled by Indemnitee without Indemnitor's prior written consent (such consent not to be unreasonably withheld or delayed), so long as Indemnitor is actively defending such claim in a manner consistent with industry norms, unless Indemnitee shall agree not to seek indemnity from Indemnitor for any settlement payment made by Indemnitee to the claimant.

9. (a) For the avoidance of doubt, no rights are granted other that those expressly referred to herein including, without limitation, the Images and any master recordings of the Compositions.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its karaoke service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with karaoke, if any, and no public performance license is granted hereunder.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

11. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

BMG Music Publishing NA, Inc.

By: _____

Agreed and Accepted:

Eatsleepmusic Corporation

By: _____

SCHEDULE "A"

COMPOSITIONS

Please see attached sheet

SCHEDULE "A"

Song Title	Percentage Controlled
Clocks	100%
The Scientist	100%
Emotion	100%
Don't Stop	100%
Can't Get You Out Of My Head	100%
Sweet Dreams Are Made Of This	100%
Borderline	100%
Have A Little Faith In Me	100%
This Love	100%
Harder To Breathe	100%
Wherever You Will Go	100%
Friday I'm In Love	100%
We Got The Beat	100%
One Horse Town	100%
My Best Friend	100%

EXHIBIT CO 0314

Mobile Phone Karaoke License

Agreement made December 16th, 2004 between Zomba Enterprises, Inc., 1540 Broadway, New York, New York 10036 (collectively referred to herein as "Licensor") and Eatsleepmusic Corporation, 301 Moodie Drive, Suite 101, Ottawa, Ontario K2H-9C4 (hereinafter "Licensee"). For good and valuable consideration, Licensor and Licensee hereby agree as follows:

For good and valuable consideration, Licensor and Licensee hereby agree as follows:

(a) Licensor grants to Licensee the non-exclusive license for the territory of the World ("the Territory") for a term commencing on January 1, 2005 and expiring on December 31, 2005 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) The right to create digital sound recordings of the Compositions (the "File(s)");

(ii) The right to reprint the lyrics of the Compositions (the "Lyrics") on the Sites (defined below);

(iii) The right to synchronize the Files to the Lyrics and additional background images (the "Images") which may be blank or consist of visual images which may or may not follow the theme of the Composition (collectively a "Work").

(iv) The right to create a database containing the Works which is accessible by Licensee's customers or subscribers and/or third party companies serviced by Licensee ("Third Party Companies") who in turn service customers or subscribers (the "Customers");

(v) The right to download from the Sites to Customers' personal mobile telephones ("Phones"), for a fee or otherwise, the Work(s) (a "Download");

(vi) The right to store Works on Licensee's central server in order for each applicable Customer to access Works previously Downloaded;

(vii) The right to store Works on peripheral servers to facilitate the delivery of Works to Third Party companies;

(viii) The right to allow Customers to solely play back the Works via a Phone and view the Lyrics for the express purpose of singing along to the Compositions;

(ix) The right to promote and advertise segments of the Works (not to exceed thirty (30) seconds each) solely via streaming such segments from Licensee's servers to Customer's Phones and/or allowing Customers to listen to streamed segments from Licensee's and/or Third Party Companies' websites (the "Sites") for the sole purpose of allowing Customers the opportunity to preview a Work before purchasing same.

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Schedule "A" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(c) All arrangements of the Compositions created by Licensee in connection with the creation of the Works shall be considered a "work made for hire" for Licensor. In the event such arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the arrangements of the Works and all rights therein and thereto, for the United States and throughout the world,

forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

2. Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time due to an objection or claim received by the writer(s), co-publisher(s) or owner(s) of such Compositions (a "Restricted Composition"). In the event that Licensor shall request Licensee to cease using any Restricted Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

(a) For each Composition converted to a Work, a one-time non-recoupable fixing fee equal to Licensor 's percentage of control of the each applicable Composition (the "Licensor Share") multiplied by $25 (the "Fixing Fee");

(b) With respect to each individual Download, a sum equal to the Licensor Share of each applicable Composition multiplied by fifteen percent (15%) of the actual price charged to Customers for each Work Downloaded ("the Royalty"), provided that in no circumstances shall the Royalty be less than the Licensor Share of each applicable Composition multiplied by $.25 per Download irrespective of the price (if any) actually charged.

(c) An advance of $2,500 which shall be recoupable from the Royalties payable hereunder.

(d) If at any time during the Term hereof Licensee pays any royalty or fixing fee in connection with its karaoke service in relation to downloading or otherwise obtaining musical compositions from the Sites within the Territory to any other owner or administrator of musical compositions higher than the Royalty or Fixing Fee specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Works Downloaded and (ii) all new Works created. Each accounting shall report each Composition by title, song code number (as indicated on Schedule A), the number of Downloads and the resultant Royalties due hereunder and be accompanied by payment to Licensor of all Royalties and Fixing Fees due. All accountings and resultant royalties shall be forwarded to Director of New Media, 1540 Broadway, New York, NY 10036.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Works hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of ten percent (10%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable third party audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent (not to be unreasonably withheld) and any purported such assignment, transfer or license shall be void *ab initio*.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensee's receipt of Licensor's notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent, not to be unreasonably withheld.

(b) Subject to U.S. bankruptcy law, this Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Works hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Files, Lyrics or Works whatsoever.

8. (a) Licensor represents, warrants and agrees as follows (with respect to the Licensor Share of the Compositions described in Schedule A):

(i) Licensor has full right, power and authority to enter into this agreement and to grant to Licensee all rights set forth herein.

(ii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iii) Licensor will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom Licensor administers with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(ii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iii) Licensee shall either own or control and/or have valid and enforceable licenses with the applicable rights holders with respect to all aspects of their karaoke service.

(iv) Licensee shall not synchronize any Composition with any Images that could reasonably be perceived as offensive or obscene or as an endorsement of any unrelated product or service.

(v) Licensee shall not use the Composition in a manner that infringes upon the proprietary rights of any third party (including without limitation intellectual property, publicity and

privacy rights) or in connection with endorsements, commercials, co-promotions or cross-promotions of any service, product or entity.

(c) Each party (for these purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Indemnitee shall notify Indemnitor of any claim presented to Indemnitee by a third party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the proceeding. No such claim asserted by a third party may be settled by Indemnitee without Indemnitor's prior written consent (such consent not to be unreasonably withheld or delayed), so long as Indemnitor is actively defending such claim in a manner consistent with industry norms, unless Indemnitee shall agree not to seek indemnity from Indemnitor for any settlement payment made by Indemnitee to the claimant.

9. (a) For the avoidance of doubt, no rights are granted other that those expressly referred to herein including, without limitation, the Images and any master recordings of the Compositions.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its karaoke service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with karaoke, if any, and no public performance license is granted hereunder.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

11. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

Zomba Enterprises, Inc.

By: _____

Agreed and Accepted:

Eatsleepmusic Corporation

By: _____

SCHEDULE "A"

COMPOSITIONS

Please see attached sheet

SCHEDULE "A"

Song Title	Percentage Controlled
It's Gonna Be Me	100%
Age Ain't Nothing But A Number	100%
I Want It That Way	100%
Oops!...I Did It Again	100%
Baby One More Time	100%
Overprotected	100%
Pour Some Sugar On Me	100%
Ice Cream	100%
Laundromat	100%
I Believe I Can Fly	100%

EXHIBIT CO 0315

RING TONE LICENSE

Agreement made ~~November 1, 2004~~ December 6, 2004 between BMG Music Publishing NA, Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and Mobile Lifestyles, Inc., 1427 East Penrose Drive, Salt Lake City, Utah 84103 (hereinafter "Licensee").

For good and valuable consideration, Licensor and the Licensee hereby agree as follows:

1. (a) Licensor grants to Licensee the non-exclusive license for ~~the~~ December 6, 2004 territory of the United States ("the Territory") for a term commencing on ~~November 1, 2004~~ and expiring on ~~October 31, 2005~~ December 5, 2005 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create an arrangement of the Compositions consisting of musical tones (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition, and record up to thirty (30) seconds of an Arrangement (the "Recording(s)");

(ii) To transform the Recordings into mobile ring tone formats or to incorporate up to thirty (30) seconds of a Composition as embodied in a pre-existing master recording (a "Master Recording") into a ring tone format (individually and collectively, a "Ring Tone");

(iii) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")

(iv) Subject to paragraph 1(b) below, to synchronize Ring Tones with graphic images (a "Graphic") (collectively, a "Graphic Tone") which may be viewed solely on a Customer's mobile telephone;

(v) To download or otherwise transmit Ring Tones or Graphic Tones onto mobile telephones (for a fee or otherwise) for personal use by the Customers (a "Download"), for the express purpose of such Ring Tone(s) sounding as a ringing alert on such mobile telephones;

(vi) To promote and advertise segments of the Graphic Tones or Ring Tones (not to exceed thirty (30) seconds each) on Customer's mobile phones and Licensee's and/or Third Party Companies' web site(s) for the sole purpose of allowing a Customer to preview a Ring Tone before purchasing same.

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Notwithstanding anything to the contrary contained herein, each Graphic Tone shall be subject to Licensor's prior written approval and shall be listed on Schedule "B" attached hereto.

(c) Schedule "A" and Schedule "B" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(d) All Arrangements created pursuant to this license shall be considered a "work made for hire" for Licensor. In the event the Arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the Arrangements and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

2. Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that Licensor shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

(a) Ring Tones: With respect to each individual Download of a Ring Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Ring Tone Downloaded (the "Ring Tone Royalty"), provided that in no circumstances shall the Ring Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.13 per Download irrespective of the price (if any) actually charged;

(b) Graphic Tones: With respect to each individual Download of a Graphic Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by fifteen percent (15%) of the actual price charged to Customers for each Graphic Tone Downloaded (the "Graphic Tone Royalty"), provided that in no circumstances shall the Graphic Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.20 per Download irrespective of the price (if any) actually charged;

(c) Advance: An advance of $7,500 recoupable from all Royalties payable hereunder. $3750 is due promptly following execution of the agreement and the remaining balance is due within 45 days after said execution date.

(d) If at any time during the Term hereof Licensee pays any royalty or other service fee in connection with its Ring Tone or Graphic Tone service within the Territory to any other owner or administrator of musical compositions higher than the Ring Tone Royalty or Graphic Tone Royalty specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty to Licensor retroactively to the first accounting period during which such higher royalty is accounted to such other owner or administrator.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Ring Tones and Graphic Tones Downloaded; and (ii) all Ring Tones and Graphic Tones created. Each accounting shall report each Composition by title, song code number (as indicated on Schedules A and B), the number of Downloads and the resultant applicable Royalties due hereunder and be accompanied by payment to Licensor of all Royalties due. All accountings and resultant royalties and fees shall be forwarded to BMG Music Publishing NA, Inc., 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones and Graphic Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of five percent (5%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for

any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensor gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Recordings or Ring Tones whatsoever.

8. (a) Licensor represents, warrants and agrees as follows (with respect to the Licensor Share of the Compositions described in Schedules A and B):

(i) Licensor has full right, power and authority to enter into this agreement and to grant to the Licensee all rights herein set out upon the terms and conditions herein.

(ii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iii) Licensor will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom Licensor administer with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(ii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iii) Upon receipt of written instruction from Licensor, Licensee shall not, to the extent permitted by law, license any Customer or other user that is engaged in piracy, illegal activities or other unauthorized use of the Ring Tones or the Compositions, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor.

(iv) Licensee shall either own or control and/or have valid and enforceable licenses with the applicable rights holders with respect to all aspects of their Ring Tone service including, without limitation, any Master Recordings and/or Graphics.

(c) Each party (for these purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result

of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Indemnitee shall notify Indemnitor of any claim presented to Indemnitee by a third party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the proceeding. No such claim asserted by a third party may be settled by Indemnitee without Indemnitor's prior written consent (such consent not to be unreasonably withheld or delayed), so long as Indemnitor is actively defending such claim in a manner consistent with industry norms, unless Indemnitee shall agree not to seek indemnity from Indemnitor for any settlement payment made by Indemnitee to the claimant.

9. (a) For the avoidance of doubt, no rights are granted in any Master Recordings of the Composition(s) or Graphics, and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

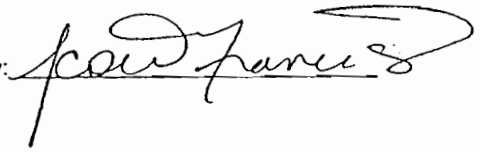
(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

11. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

BMG Music Publishing NA, Inc.

By: 

Mobile Lifestyles, Inc.

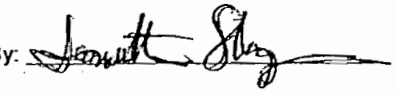
By: 

EXHIBIT CO 0316

Midi Karaoke License

Agreement made December 1, 2004 between BMG Music Publishing NA, Inc., 1540 Broadway, New York, New York 10036 (collectively referred to herein as "Licensor") and Eatsleepmusic Corporation d/b/a Tune1000, 301 Moodie Drive, Suite 101, Ottawa, Ontario K2H-9C4 (hereinafter "Licensee").

For good and valuable consideration, Licensor and the Licensee hereby agree as follows:

1. (a) Licensor grants to Licensee the non-exclusive right, license, privilege and authority for the territory of the World ("the Territory") to use the musical works listed on Schedule "A" attached hereto ("the Compositions") as follows:

(i) The right to produce first rate midi sound recordings of the Compositions (the "Recordings");

(ii) The right to sub-license up to 100,000 copies of each Recording to the to the Casio Corporation ("Casio") for use in connection with the manufacture of CD Rom chips containing one (1) copy of each Recording which will be embedded into a musical keyboard Model #MX-655 (the "Keyboard") as "demo songs" which the user of the Keyboard may play along to.

(b) All arrangements of the Compositions created by Licensee in connection with the Recordings shall be considered a "work made for hire" for Licensor. In the event such arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the arrangements of the Compositions and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

(c) Licensor reserves all rights in and to the Compositions.

2. (a) In consideration of the foregoing licence, Licensee shall pay to Licensor a one-time "all in" fee of $12,750 USD which shall be payable promptly following execution of this agreement (the "License Fee").

(b) For avoidance of doubt, Licensee acknowledges and agrees that the License Fee is only applicable with respect to the manufacture and sale of up to 100,000 Keyboards. Any use of the Compositions or the Recordings by Casio or Licensee apart from the manufacture of 100,000 Keyboards shall be subject to a separate license agreement.

(c) Licensor may examine the books and records of Licensee pertaining to the manufacture and sale of the Keyboards for the purpose of verifying the number of units manufactured and sold and make photocopies and extracts thereof, during normal business hours at the place where said books and records are maintained.

3. Except as specified herein, Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent (not to be unreasonably withheld) and any purported such assignment, transfer or license shall be void *ab initio*.

4. (a) Licensor represents, warrants and agrees as follows:

(i) Licensor has full right, power and authority to enter into this agreement and to grant to the Licensee all rights herein set out upon the terms and conditions herein.

(ii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iii) Licensor will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom Licensor administers with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(ii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iii) Licensee shall either own or control and/or have valid and enforceable licenses with the applicable rights holders with respect to all aspects of their karaoke service.

(iv) Licensee shall not use the Compositions in a manner that infringes upon the proprietary rights of any third party (including without limitation intellectual property, publicity and privacy rights) or in connection with any endorsements, commercials, co-promotions or cross-promotions of any service, product or entity.

(v) Licensee shall cause Casio to provide Licensor with a sample of the Keyboard promptly following the initial manufacture of same.

(c) Each party (for these purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Indemnitee shall notify Indemnitor of any claim presented to Indemnitee by a third party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the proceeding. No such claim asserted by a third party may be settled by Indemnitee without Indemnitor's prior written consent (such

consent not to be unreasonably withheld or delayed), so long as Indemnitor is actively defending such claim in a manner consistent with industry norms, unless Indemnitee shall agree not to seek indemnity from Indemnitor for any settlement payment made by Indemnitee to the claimant.

5. (a) For the avoidance of doubt, no rights are granted in any master recordings of the Compositions, and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(c) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with the rights granted herein throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Service Fee shall not be inclusive of public performance monies payable, if any, and no public performance license is granted hereunder.

6. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

7. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

BMG Music Publishing NA, Inc.

By: _____

Agreed and Accepted:

Eatsleepmusic Corporation d/b/a
Tune1000

By: _____
R. Moxness, VP + CFO

SCHEDULE "A"

Song Title	Percentage Controlled
"We Got The Beat"	100%
"Borderline"	100%

EXHIBIT CO 0317

December 20, 2005

Opera Telecom, Inc.
12310 Pinecrest Road, Suite 304
Reston, VA 20191

Re: **Ring Tone License Agreement between Opera Telecom, Inc. and Zomba Enterprises Inc. dated December 1, 2004 (the "Agreement")**

Gentlemen:

When signed by the parties below, the following shall modify the Agreement. All terms used herein shall be accorded the same meaning as in the Agreement.

1. The Term of Agreement shall continue without interruption until December 31, 2006.

As modified above, the Agreement is hereby ratified, and apart from the foregoing, all terms and conditions of the Agreement shall remain in full force and effect.

Very truly yours,

Zomba Enterprises Inc.

By: _____

Agreed and Accepted:

Opera Telecom, Inc.

By: _____

EXHIBIT CO 0318

December 20, 2005

Opera Telecom, Inc.
12310 Pinecrest Road, Suite 304
Reston, VA 20191

Re: **Ring Tone License Agreement between Opera Telecom, Inc. and BMG Music Publishing NA, Inc. dated December 1, 2004 (the "Agreement")**

Gentlemen:

When signed by the parties below, the following shall modify the Agreement. All terms used herein shall be accorded the same meaning as in the Agreement.

1. The Term of Agreement shall continue without interruption until December 31, 2006.

As modified above, the Agreement is hereby ratified, and apart from the foregoing, all terms and conditions of the Agreement shall remain in full force and effect.

Very truly yours,

BMG Music Publishing NA, Inc.

By: _____

Agreed and Accepted:

Opera Telecom, Inc.

By: _____

EXHIBIT CO 0319

RING TONE LICENSE

Agreement made December 1, 2004 between Zomba Enterprises Inc. 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and Wap Oneline USA, LLC, 1370 Washington Ave., Suite 207, Miami Beach, FL 33139 (hereinafter "Licensee").

For good and valuable consideration, Licensor and the Licensee hereby agree as follows:

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on December 1, 2004 and expiring on November 30, 2005 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create an arrangement of the Compositions consisting of musical tones (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition, and record up to thirty (30) seconds of an Arrangement (the "Recording(s)");

(ii) To transform the Recordings into mobile ring tone formats or to incorporate up to thirty (30) seconds of a Composition as embodied in a pre-existing master recording (a "Master Recording") into a ring tone format (individually and collectively, a "Ring Tone");

(iii) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")

(iv) Subject to paragraph 1(b) below, to synchronize Ring Tones with graphic images (a "Graphic") (collectively, a "Graphic Tone") which may be viewed solely on a Customer's mobile telephone;

(v) To download or otherwise transmit Ring Tones or Graphic Tones onto mobile telephones (for a fee or otherwise) for personal use by the Customers (a "Download"), for the express purpose of such Ring Tone(s) sounding as a ringing alert on such mobile telephones;

(vi) To promote and advertise segments of the Graphic Tones or Ring Tones (not to exceed thirty (30) seconds each) on Customer's mobile phones and Licensee's and/or Third Party Companies' web site(s) for the sole purpose of allowing a Customer to preview a Ring Tone before purchasing same.

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Notwithstanding anything to the contrary contained herein, each Graphic Tone shall be subject to Licensor's prior written approval and shall be listed on Schedule "B" attached hereto.

(c) Schedule "A" and Schedule "B" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(d) All Arrangements created pursuant to this license shall be considered a "work made for hire" for Licensor. In the event the Arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the Arrangements and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

2. Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that Licensor shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

(a) Ring Tones: With respect to each individual Download of a Ring Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Ring Tone Downloaded (the "Ring Tone Royalty"), provided that in no circumstances shall the Ring Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.13 per Download irrespective of the price (if any) actually charged;

(b) Graphic Tones: With respect to each individual Download of a Graphic Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by fifteen percent (15%) of the actual price charged to Customers for each Graphic Tone Downloaded (the "Graphic Tone Royalty"), provided that in no circumstances shall the Graphic Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.20 per Download irrespective of the price (if any) actually charged;

(c) Advance: An advance of $3,000 recoupable from all Royalties payable hereunder.

(d) If at any time during the Term hereof Licensee pays any royalty, fixing or other service fee in connection with its Ring Tone or Graphic Tone service within the Territory to any other owner or administrator of musical compositions higher than the Ring Tone Royalty, Graphic Tone Royalty or Fixing Fee specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Ring Tones and Graphic Tones Downloaded; and (ii) all Ring Tones and Graphic Tones created. Each accounting shall report each Composition by title, song code number (as indicated on Schedules A and B), the number of Downloads and the resultant applicable Royalties due hereunder and be accompanied by payment to Licensor of all Royalties. All accountings and resultant royalties and fees shall be forwarded to Zomba Enterprises Inc., 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones and Graphic Tones hereunder and all Downloads and containing all other Information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of five percent (5%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensor gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Recordings or Ring Tones whatsoever.

8. (a) Licensor represents, warrants and agrees as follows (with respect to the Licensor Share of the Compositions described in Schedules A and B):

(i) Licensor has full right, power and authority to enter into this agreement and to grant to the Licensee all rights herein set out upon the terms and conditions herein.

(ii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iii) Licensor will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copubiishers whom Licensor administer with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(ii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iii) Upon receipt of written instruction from Licensor. Licensee shall not, to the extent permitted by law, license any Customer or other user that is engaged in piracy, illegal activities or other unauthorized use of the Ring Tones or the Compositions, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor.

(iv) Licensee shall either own or control and/or have valid and enforceable licenses with the applicable rights holders with respect to all aspects of their Ring Tone service including, without limitation, any Master Recordings and/or Graphics.

(c) Each party (for these purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Indemnitee shall notify Indemnitor of any claim presented to Indemnitee by a third

party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the proceeding. No such claim asserted by a third party may be settled by Indemnitee without Indemnitor's prior written consent (such consent not to be unreasonably withheld or delayed), so long as Indemnitor is actively defending such claim in a manner consistent with industry norms, unless Indemnitee shall agree not to seek indemnity from Indemnitor for any settlement payment made by Indemnitee to the claimant.

9. (a) For the avoidance of doubt, no rights are granted in any Master Recordings of the Composition(s) or Graphics, and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

11. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

Zomba Enterprises Inc.

By: _____

Wap Oneline USA, LLC

By: _____

EXHIBIT CO 0320

RING TONE LICENSE

Agreement made December 1, 2004 between BMG Music Publishing NA, Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and Buongiorno USA, Inc., 4th Floor Maclee Quarters, 429 Lenox Avenue, Miami Beach, FL 33139 (hereinafter "Licensee").

For good and valuable consideration, Licensor and the Licensee hereby agree as follows:

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on December 1, 2004 and expiring on November 30, 2005 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create an arrangement of the Compositions consisting of musical tones (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition, and record up to thirty (30) seconds of an Arrangement (the "Recording(s)");

(ii) To transform the Recordings into mobile ring tone formats or to incorporate up to thirty (30) seconds of a Composition as embodied in a pre-existing master recording (a "Master Recording") into a ring tone format (individually and collectively, a "Ring Tone");

(iii) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")

(iv) Subject to paragraph 1(b) below, to synchronize Ring Tones with graphic images (a "Graphic") (collectively, a "Graphic Tone") which may be viewed solely on a Customer's mobile telephone;

(v) To download or otherwise transmit Ring Tones or Graphic Tones onto mobile telephones (for a fee or otherwise) for personal use by the Customers (a "Download"), for the express purpose of such Ring Tone(s) sounding as a ringing alert on such mobile telephones;

(vi) To promote and advertise segments of the Graphic Tones or Ring Tones (not to exceed thirty (30) seconds each) on Customer's mobile phones and Licensee's and/or Third Party Companies' web site(s) for the sole purpose of allowing a Customer to preview a Ring Tone before purchasing same.

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Notwithstanding anything to the contrary contained herein, each Graphic Tone shall be subject to Licensor's prior written approval and shall be listed on Schedule "B" attached hereto.

(c) Schedule "A" and Schedule "B" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(d) All Arrangements created pursuant to this license shall be considered a "work made for hire" for Licensor. In the event the Arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the Arrangements and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

2. Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that Licensor shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

(a) Ring Tones: With respect to each individual Download of a Ring Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Ring Tone Downloaded (the "Ring Tone Royalty"), provided that in no circumstances shall the Ring Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.13 per Download irrespective of the price (if any) actually charged;

(b) Graphic Tones: With respect to each individual Download of a Graphic Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by fifteen percent (15%) of the actual price charged to Customers for each Graphic Tone Downloaded (the "Graphic Tone Royalty"), provided that in no circumstances shall the Graphic Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.20 per Download irrespective of the price (if any) actually charged;

(c) Advance: An advance of $5,000 recoupable from all Royalties payable hereunder.

(d) If at any time during the Term hereof Licensee pays any royalty, fixing or other service fee in connection with its Ring Tone or Graphic Tone service within the Territory to any other owner or administrator of musical compositions higher than the Ring Tone Royalty, Graphic Tone Royalty or Fixing Fee specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Ring Tones and Graphic Tones Downloaded; and (ii) all Ring Tones and Graphic Tones created. Each accounting shall report each Composition by title, song code number (as indicated on Schedules A and B), the number of Downloads and the resultant applicable Royalties due hereunder and be accompanied by payment to Licensor of all Royalties due. All accountings and resultant royalties and fees shall be forwarded to BMG Music Publishing NA, Inc., 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones and Graphic Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of five percent (5%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensor gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or majority ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Recordings or Ring Tones whatsoever.

8. (a) Licensor represents, warrants and agrees as follows (with respect to the Licensor Share of the Compositions described in Schedules A and B):

(i) Licensor has full right, power and authority to enter into this agreement and to grant to the Licensee all rights herein set out upon the terms and conditions herein.

(ii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iii) Licensor will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom Licensor administer with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(ii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iii) Upon receipt of written instruction from Licensor, Licensee shall not, to the extent permitted by law, license any Customer or other user that is engaged in piracy, illegal activities or other unauthorized use of the Ring Tones or the Compositions, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor.

(iv) Licensee shall either own or control and/or have valid and enforceable licenses with the applicable rights holders with respect to all aspects of their Ring Tone service including, without limitation, any Master Recordings and/or Graphics.

(c) Each party (for these purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Indemnitee shall notify Indemnitor of any claim presented to Indemnitee by a third

party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the proceeding. No such claim asserted by a third party may be settled by Indemnitee without Indemnitor's prior written consent (such consent not to be unreasonably withheld or delayed), so long as Indemnitor is actively defending such claim in a manner consistent with industry norms, unless Indemnitee shall agree not to seek indemnity from Indemnitor for any settlement payment made by Indemnitee to the claimant.

9. (a) For the avoidance of doubt, no rights are granted in any Master Recordings of the Composition(s) or Graphics, and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

11. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

BMG Music Publishing NA, Inc.

By: _____

Buongiorno USA, Inc.

By: _____
Burton Kutz
President, Buongiorno USA

EXHIBIT CO 0321

RING TONE LICENSE

Agreement made December 1, 2004 between Zomba Enterprises Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and Buongiorno USA, Inc., 4th Floor Maclee Quarters, 439 Lenox Ave., Miami Beach, FL 33139 (hereinafter "Licensee").

For good and valuable consideration, Licensor and the Licensee hereby agree as follows:

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on December 1, 2004 and expiring on November 30, 2005 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create an arrangement of the Compositions consisting of musical tones (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition, and record up to thirty (30) seconds of an Arrangement (the "Recording(s)");

(ii) To transform the Recordings into mobile ring tone formats or to incorporate up to thirty (30) seconds of a Composition as embodied in a pre-existing master recording (a "Master Recording") into a ring tone format (individually and collectively, a "Ring Tone");

(iii) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")

(iv) Subject to paragraph 1(b) below, to synchronize Ring Tones with graphic images (a "Graphic") (collectively, a "Graphic Tone") which may be viewed solely on a Customer's mobile telephone;

(v) To download or otherwise transmit Ring Tones or Graphic Tones onto mobile telephones (for a fee or otherwise) for personal use by the Customers (a "Download"), for the express purpose of such Ring Tone(s) sounding as a ringing alert on such mobile telephones;

(vi) To promote and advertise segments of the Graphic Tones or Ring Tones (not to exceed thirty (30) seconds each) on Customer's mobile phones and Licensee's and/or Third Party Companies' web site(s) for the sole purpose of allowing a Customer to preview a Ring Tone before purchasing same.

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Notwithstanding anything to the contrary contained herein, each Graphic Tone shall be subject to Licensor's prior written approval and shall be listed on Schedule "B" attached hereto.

(c) Schedule "A" and Schedule "B" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(d) All Arrangements created pursuant to this license shall be considered a "work made for hire" for Licensor. In the event the Arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the Arrangements and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

2. Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that Licensor shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

(a) Ring Tones: With respect to each individual Download of a Ring Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Ring Tone Downloaded (the "Ring Tone Royalty"), provided that in no circumstances shall the Ring Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.13 per Download irrespective of the price (if any) actually charged;

(b) Graphic Tones: With respect to each individual Download of a Graphic Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by fifteen percent (15%) of the actual price charged to Customers for each Graphic Tone Downloaded (the "Graphic Tone Royalty"), provided that in no circumstances shall the Graphic Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.20 per Download irrespective of the price (if any) actually charged;

(c) Advance: An advance of $5,000 recoupable from all Royalties payable hereunder.

(d) If at any time during the Term hereof Licensee pays any royalty, fixing or other service fee in connection with its Ring Tone or Graphic Tone service within the Territory to any other owner or administrator of musical compositions higher than the Ring Tone Royalty, Graphic Tone Royalty or Fixing Fee specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Ring Tones and Graphic Tones Downloaded; and (ii) all Ring Tones and Graphic Tones created. Each accounting shall report each Composition by title, song code number (as indicated on Schedules A and B), the number of Downloads and the resultant applicable Royalties due hereunder and be accompanied by payment to Licensor of all Royalties due. All accountings and resultant royalties and fees shall be forwarded to Zomba Enterprises Inc., 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones and Graphic Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of five percent (5%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensor gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or majority ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Recordings or Ring Tones whatsoever.

8. (a) Licensor represents, warrants and agrees as follows (with respect to the Licensor Share of the Compositions described in Schedules A and B):

(i) Licensor has full right, power and authority to enter into this agreement and to grant to the Licensee all rights herein set out upon the terms and conditions herein.

(ii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iii) Licensor will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom Licensor administer with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(ii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iii) Upon receipt of written instruction from Licensor, Licensee shall not, to the extent permitted by law, license any Customer or other user that is engaged in piracy, illegal activities or other unauthorized use of the Ring Tones or the Compositions, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor.

(iv) Licensee shall either own or control and/or have valid and enforceable licenses with the applicable rights holders with respect to all aspects of their Ring Tone service including, without limitation, any Master Recordings and/or Graphics.

(c) Each party (for these purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Indemnitee shall notify Indemnitor of any claim presented to Indemnitee by a third

party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the proceeding. No such claim asserted by a third party may be settled by Indemnitee without Indemnitor's prior written consent (such consent not to be unreasonably withheld or delayed), so long as Indemnitor is actively defending such claim in a manner consistent with industry norms, unless Indemnitee shall agree not to seek indemnity from Indemnitor for any settlement payment made by Indemnitee to the claimant.

9. (a) For the avoidance of doubt, no rights are granted in any Master Recordings of the Composition(s) or Graphics, and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

11. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

Zomba Enterprises Inc.

By: _____

Buongiorno USA, Inc.

By: _____
Burton Kutz
President, Buongiorno USA

EXHIBIT CO 0322

RING TONE LICENSE

Agreement made December 1, 2004 between BMG Music Publishing NA, Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and Mobile Streams, Inc., ~~720~~ Moorefield Park Drive, Suite ~~127~~, Richmond, Virginia 23236 (hereinafter "Licensee").

For good and valuable consideration, Licensor and the Licensee hereby agree as follows:

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on December 1, 2004 and expiring on November 30, 2005 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create an arrangement of the Compositions consisting of musical tones (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition, and record up to thirty (30) seconds of an Arrangement (the "Recording(s)");

(ii) To transform the Recordings into mobile ring tone formats or to incorporate up to thirty (30) seconds of a Composition as embodied in a pre-existing master recording (a "Master Recording") into a ring tone format (individually and collectively, a "Ring Tone");

(iii) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")

(iv) Subject to paragraph 1(b) below, to synchronize Ring Tones with graphic images (a "Graphic") (collectively, a "Graphic Tone") which may be viewed solely on a Customer's mobile telephone;

(v) To download or otherwise transmit Ring Tones or Graphic Tones onto mobile telephones (for a fee or otherwise) for personal use by the Customers (a "Download"), for the express purpose of such Ring Tone(s) sounding as a ringing alert on such mobile telephones;

(vi) To promote and advertise segments of the Graphic Tones or Ring Tones (not to exceed thirty (30) seconds each) on Customer's mobile phones and Licensee's and/or Third Party Companies' web site(s) for the sole purpose of allowing a Customer to preview a Ring Tone before purchasing same.

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Notwithstanding anything to the contrary contained herein, each Graphic Tone shall be subject to Licensor's prior written approval and shall be listed on Schedule "B" attached hereto.

(c) Schedule "A" and Schedule "B" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(d) All Arrangements created pursuant to this license shall be considered a "work made for hire" for Licensor. In the event the Arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the Arrangements and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

2. Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that Licensor shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

(a) Ring Tones: With respect to each individual Download of a Ring Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Ring Tone Downloaded (the "Ring Tone Royalty"), provided that in no circumstances shall the Ring Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.13 per Download irrespective of the price (if any) actually charged;

(b) Graphic Tones: With respect to each individual Download of a Graphic Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by fifteen percent (15%) of the actual price charged to Customers for each Graphic Tone Downloaded (the "Graphic Tone Royalty"), provided that in no circumstances shall the Graphic Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.20 per Download irrespective of the price (if any) actually charged;

(c) Fixing Fee: For each Composition initially converted to a Ring Tone or Graphic Tone, a one-time non-recoupable fixing fee equal to the Licensor Share of each applicable Composition multiplied by $25 (the "Fixing Fee"). For avoidance of doubt, if a Fixing Fee for a particular Composition is paid in connection with the creation of a Ring Tone, an additional Fixing Fee will not be due if such Ring Tone is later converted to a Graphic Tone. Conversely, if a Graphic Tone is initially created by Licensee, an additional Fixing Fee will not be due if the applicable Composition is later exploited solely as a Ring Tone.

(d) If at any time during the Term hereof Licensee pays any royalty, fixing or other service fee in connection with its Ring Tone or Graphic Tone service within the Territory to any other owner or administrator of musical compositions higher than the Ring Tone Royalty, Graphic Tone Royalty or Fixing Fee specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Ring Tones and Graphic Tones Downloaded; and (ii) all Ring Tones and Graphic Tones created. Each accounting shall report each Composition by title, song code number (as indicated on Schedules A and B), the number of Downloads and the resultant applicable Royalties due hereunder and be accompanied by payment to Licensor of all Royalties and Fixing Fees due. All accountings and resultant royalties and fees shall be forwarded to BMG Music Publishing NA, Inc., 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones and Graphic Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of five percent (5%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensor gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Recordings or Ring Tones whatsoever.

8. (a) Licensor represents, warrants and agrees as follows (with respect to the Licensor Share of the Compositions described in Schedules A and B):

(i) Licensor has full right, power and authority to enter into this agreement and to grant to the Licensee all rights herein set out upon the terms and conditions herein.

(ii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iii) Licensor will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom Licensor administer with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(ii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iii) Upon receipt of written instruction from Licensor, Licensee shall not, to the extent permitted by law, license any Customer or other user that is engaged in piracy, illegal activities or other unauthorized use of the Ring Tones or the Compositions, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor.

(iv) Licensee shall either own or control and/or have valid and enforceable licenses with the applicable rights holders with respect to all aspects of their Ring Tone service including, without limitation, any Master Recordings and/or Graphics.

(c) Each party (for these purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Indemnitee shall notify Indemnitor of any claim presented to Indemnitee by a third party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the proceeding. No such claim asserted by a third party may be settled by Indemnitee without Indemnitor's prior written consent (such consent not to be unreasonably withheld or delayed), so long as Indemnitor is actively defending such claim in a manner consistent with industry norms, unless Indemnitee shall agree not to seek indemnity from Indemnitor for any settlement payment made by Indemnitee to the claimant.

9. (a) For the avoidance of doubt, no rights are granted in any Master Recordings of the Composition(s) or Graphics, and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

11. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

BMG Music Publishing NA, Inc.

By: _____

Mobile Streams, Inc.

By: _____

EXHIBIT CO 0323

RING TONE LICENSE

Agreement made December 1, 2004 between BMG Music Publishing NA, Inc. 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and Wap Oneline USA, LLC, 1370 Washington Ave., Suite 207, Miami Beach, FL 33139 (hereinafter "Licensee").

For good and valuable consideration, Licensor and the Licensee hereby agree as follows:

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on December 1, 2004 and expiring on November 30, 2005 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create an arrangement of the Compositions consisting of musical tones (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition, and record up to thirty (30) seconds of an Arrangement (the "Recording(s)");

(ii) To transform the Recordings into mobile ring tone formats or to incorporate up to thirty (30) seconds of a Composition as embodied in a pre-existing master recording (a "Master Recording") into a ring tone format (individually and collectively, a "Ring Tone");

(iii) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")

(iv) Subject to paragraph 1(b) below, to synchronize Ring Tones with graphic images (a "Graphic") (collectively, a "Graphic Tone") which may be viewed solely on a Customer's mobile telephone;

(v) To download or otherwise transmit Ring Tones or Graphic Tones onto mobile telephones (for a fee or otherwise) for personal use by the Customers (a "Download"), for the express purpose of such Ring Tone(s) sounding as a ringing alert on such mobile telephones;

(vi) To promote and advertise segments of the Graphic Tones or Ring Tones (not to exceed thirty (30) seconds each) on Customer's mobile phones and Licensee's and/or Third Party Companies' web site(s) for the sole purpose of allowing a Customer to preview a Ring Tone before purchasing same.

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Notwithstanding anything to the contrary contained herein, each Graphic Tone shall be subject to Licensor's prior written approval and shall be listed on Schedule "B" attached hereto.

(c) Schedule "A" and Schedule "B" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(d) All Arrangements created pursuant to this license shall be considered a "work made for hire" for Licensor. In the event the Arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the Arrangements and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

2. Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that Licensor shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

(a) Ring Tones: With respect to each individual Download of a Ring Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Ring Tone Downloaded (the "Ring Tone Royalty"), provided that in no circumstances shall the Ring Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.13 per Download irrespective of the price (if any) actually charged;

(b) Graphic Tones: With respect to each individual Download of a Graphic Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by fifteen percent (15%) of the actual price charged to Customers for each Graphic Tone Downloaded (the "Graphic Tone Royalty"), provided that in no circumstances shall the Graphic Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.20 per Download irrespective of the price (if any) actually charged;

(c) Advance: An advance of $3,000 recoupable from all Royalties payable hereunder.

(d) If at any time during the Term hereof Licensee pays any royalty, fixing or other service fee in connection with its Ring Tone or Graphic Tone service within the Territory to any other owner or administrator of musical compositions higher than the Ring Tone Royalty, Graphic Tone Royalty or Fixing Fee specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Ring Tones and Graphic Tones Downloaded; and (ii) all Ring Tones and Graphic Tones created. Each accounting shall report each Composition by title, song code number (as indicated on Schedules A and B), the number of Downloads and the resultant applicable Royalties due hereunder and be accompanied by payment to Licensor of all Royalties. All accountings and resultant royalties and fees shall be forwarded to BMG Music Publishing NA, Inc., 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones and Graphic Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of five percent (5%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensor gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Recordings or Ring Tones whatsoever.

8. (a) Licensor represents, warrants and agrees as follows (with respect to the Licensor Share of the Compositions described in Schedules A and B):

(i) Licensor has full right, power and authority to enter into this agreement and to grant to the Licensee all rights herein set out upon the terms and conditions herein.

(ii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iii) Licensor will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom Licensor administer with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(ii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iii) Upon receipt of written instruction from Licensor, Licensee shall not, to the extent permitted by law, license any Customer or other user that is engaged in piracy, illegal activities or other unauthorized use of the Ring Tones or the Compositions, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor.

(iv) Licensee shall either own or control and/or have valid and enforceable licenses with the applicable rights holders with respect to all aspects of their Ring Tone service including, without limitation, any Master Recordings and/or Graphics.

(c) Each party (for these purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Indemnitee shall notify Indemnitor of any claim presented to Indemnitee by a third

party. Indemnitor shall defend an
Indemnitee, except that, at Indem
sole expense) and shall consult w
proceeding. No such claim asse
Indemnitor's prior written consen
as Indemnitor is actively defendi
Indemnitee shall agree not to se
Indemnitee to the claimant.

9. (a) For the avoidan
of the Composition(s) or Graphi
herein.

(b) Licensee shall
which make reference to Licens

(c) Licensor will h
Term, and may decline to do s

(d) Licensee sha
performance licenses required
avoidance of doubt, it is ackn
performance monies payable
license is granted hereunder.

10. This Agreement shall
of New York whose courts sh

11. This Agreement cont
previous agreements whether

AS WITNESS the hands of th

BMG Music Publishing NA, I

By:

Wap Oneline USA, LLC

By:

party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the proceeding. No such claim asserted by a third party may be settled by Indemnitee without Indemnitor's prior written consent (such consent not to be unreasonably withheld or delayed), so long as Indemnitor is actively defending such claim in a manner consistent with industry norms, unless Indemnitee shall agree not to seek indemnity from Indemnitor for any settlement payment made by Indemnitee to the claimant.

9. (a) For the avoidance of doubt, no rights are granted in any Master Recordings of the Composition(s) or Graphics, and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

11. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

BMG Music Publishing NA, Inc.

By: _____

Wap Oneline USA, LLC

By: _____

EXHIBIT CO 0324

RING TONE LICENSE

Agreement made December 1, 2004 between Zomba Enterprises Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and Mobile Streams, Inc., ~~729~~ 730 Moorefield Park Drive, Suite ~~127~~ 140, Richmond, Virginia 23236 (hereinafter "Licensee").

For good and valuable consideration, Licensor and the Licensee hereby agree as follows:

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on December 1, 2004 and expiring on November 30, 2005 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create an arrangement of the Compositions consisting of musical tones (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition, and record up to thirty (30) seconds of an Arrangement (the "Recording(s)");

(ii) To transform the Recordings into mobile ring tone formats or to incorporate up to thirty (30) seconds of a Composition as embodied in a pre-existing master recording (a "Master Recording") into a ring tone format (individually and collectively, a "Ring Tone");

(iii) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")

(iv) Subject to paragraph 1(b) below, to synchronize Ring Tones with graphic images (a "Graphic") (collectively, a "Graphic Tone") which may be viewed solely on a Customer's mobile telephone;

(v) To download or otherwise transmit Ring Tones or Graphic Tones onto mobile telephones (for a fee or otherwise) for personal use by the Customers (a "Download"), for the express purpose of such Ring Tone(s) sounding as a ringing alert on such mobile telephones;

(vi) To promote and advertise segments of the Graphic Tones or Ring Tones (not to exceed thirty (30) seconds each) on Customer's mobile phones and Licensee's and/or Third Party Companies' web site(s) for the sole purpose of allowing a Customer to preview a Ring Tone before purchasing same.

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Notwithstanding anything to the contrary contained herein, each Graphic Tone shall be subject to Licensor's prior written approval and shall be listed on Schedule "B" attached hereto.

(c) Schedule "A" and Schedule "B" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(d) All Arrangements created pursuant to this license shall be considered a "work made for hire" for Licensor. In the event the Arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the Arrangements and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

2. Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that Licensor shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

(a) Ring Tones: With respect to each Individual Download of a Ring Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Ring Tone Downloaded (the "Ring Tone Royalty"), provided that in no circumstances shall the Ring Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.13 per Download irrespective of the price (if any) actually charged;

(b) Graphic Tones: With respect to each individual Download of a Graphic Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by fifteen percent (15%) of the actual price charged to Customers for each Graphic Tone Downloaded (the "Graphic Tone Royalty"), provided that in no circumstances shall the Graphic Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.20 per Download irrespective of the price (if any) actually charged;

(c) Fixing Fee: For each Composition initially converted to a Ring Tone or Graphic Tone, a one-time non-recoupable fixing fee equal to the Licensor Share of each applicable Composition multiplied by $25 (the "Fixing Fee"). For avoidance of doubt, if a Fixing Fee for a particular Composition is paid in connection with the creation of a Ring Tone, an additional Fixing Fee will not be due if such Ring Tone is later converted to a Graphic Tone. Conversely, if a Graphic Tone is initially created by Licensee, an additional Fixing Fee will not be due if the applicable Composition is later exploited solely as a Ring Tone.

(d) If at any time during the Term hereof Licensee pays any royalty, fixing or other service fee in connection with its Ring Tone or Graphic Tone service within the Territory to any other owner or administrator of musical compositions higher than the Ring Tone Royalty, Graphic Tone Royalty or Fixing Fee specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Ring Tones and Graphic Tones Downloaded; and (ii) all Ring Tones and Graphic Tones created. Each accounting shall report each Composition by title, song code number (as indicated on Schedules A and B), the number of Downloads and the resultant applicable Royalties due hereunder and be accompanied by payment to Licensor of all Royalties and Fixing Fees due. All accountings and resultant royalties and fees shall be forwarded to Zomba Enterprises Inc., 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones and Graphic Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of five percent (5%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensor gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Recordings or Ring Tones whatsoever.

8. (a) Licensor represents, warrants and agrees as follows (with respect to the Licensor Share of the Compositions described in Schedules A and B):

(i) Licensor has full right, power and authority to enter into this agreement and to grant to the Licensee all rights herein set out upon the terms and conditions herein.

(ii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iii) Licensor will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom Licensor administer with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(ii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iii) Upon receipt of written instruction from Licensor, Licensee shall not, to the extent permitted by law, license any Customer or other user that is engaged in piracy, illegal activities or other unauthorized use of the Ring Tones or the Compositions, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor.

(iv) Licensee shall either own or control and/or have valid and enforceable licenses with the applicable rights holders with respect to all aspects of their Ring Tone service including, without limitation, any Master Recordings and/or Graphics.

(c) Each party (for these purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Indemnitee shall notify Indemnitor of any claim presented to Indemnitee by a third party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the proceeding. No such claim asserted by a third party may be settled by Indemnitee without Indemnitor's prior written consent (such consent not to be unreasonably withheld or delayed), so long as Indemnitor is actively defending such claim in a manner consistent with industry norms, unless Indemnitee shall agree not to seek indemnity from Indemnitor for any settlement payment made by Indemnitee to the claimant.

9. (a) For the avoidance of doubt, no rights are granted in any Master Recordings of the Composition(s) or Graphics, and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

11. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

Zomba Enterprises Inc.

By: _____

Mobile Streams, Inc.

By: _____

EXHIBIT CO 0325

RING TONE LICENSE

Agreement made December 1, 2004 between BMG Music Publishing NA, Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and Opera Telecom, Inc., 13800 Coppermine Road, Herndon, VA 20171 (hereinafter "Licensee").

For good and valuable consideration, Licensor and the Licensee hereby agree as follows:

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on December 1, 2004 and expiring on December 31, 2005 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create an arrangement of the Compositions consisting of musical tones (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition, and record up to thirty (30) seconds of an Arrangement (the "Recording(s)");

(ii) To transform the Recordings into mobile ring tone formats or to incorporate up to thirty (30) seconds of a Composition as embodied in a pre-existing master recording (a "Master Recording") into a ring tone format (individually and collectively, a "Ring Tone");

(iii) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")

(iv) Subject to paragraph 1(b) below, to synchronize Ring Tones with graphic images (a "Graphic") (collectively, a "Graphic Tone") which may be viewed solely on a Customer's mobile telephone;

(v) To download or otherwise transmit Ring Tones or Graphic Tones onto mobile telephones (for a fee or otherwise) for personal use by the Customers (a "Download"), for the express purpose of such Ring Tone(s) sounding as a ringing alert on such mobile telephones;

(vi) To promote and advertise segments of the Graphic Tones or Ring Tones (not to exceed thirty (30) seconds each) on Customer's mobile phones and Licensee's and/or Third Party Companies' web site(s) for the sole purpose of allowing a Customer to preview a Ring Tone before purchasing same.

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Notwithstanding anything to the contrary contained herein, each Graphic Tone shall be subject to Licensor's prior written approval and shall be listed on Schedule "B" attached hereto.

(c) Schedule "A" and Schedule "B" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(d) All Arrangements created pursuant to this license shall be considered a "work made for hire" for Licensor. In the event the Arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the Arrangements and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

2. Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that Licensor shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

(a) Ring Tones: With respect to each individual Download of a Ring Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Ring Tone Downloaded (the "Ring Tone Royalty"), provided that in no circumstances shall the Ring Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.125 per Download irrespective of the price (if any) actually charged;

(b) Graphic Tones: With respect to each individual Download of a Graphic Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Graphic Tone Downloaded (the "Graphic Tone Royalty"), provided that in no circumstances shall the Graphic Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.20 per Download irrespective of the price (if any) actually charged;

(c) Fixing Fee: For each Composition initially converted to a Ring Tone or Graphic Tone, a one-time non-recoupable fixing fee equal to the Licensor Share of each applicable Composition multiplied by $25 (the "Fixing Fee"). For avoidance of doubt, if a Fixing Fee for a particular Composition is paid in connection with the creation of a Ring Tone, an additional Fixing Fee will not be due if such Ring Tone is later converted to a Graphic Tone. Conversely, if a Graphic Tone is initially created by Licensee, an additional Fixing Fee will not be due if the applicable Composition is later exploited solely as a Ring Tone.

(d) If at any time during the Term hereof Licensee pays any royalty, fixing or other service fee in connection with its Ring Tone or Graphic Tone service within the Territory to any other owner or administrator of musical compositions higher than the Ring Tone Royalty, Graphic Tone Royalty or Fixing Fee specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

(e) Reference is made to record companies which control certain Master Recordings (the "Record Companies") who may enter in agreements with Licensee which provide, among other things, that the Record Companies will pay to Licensor a royalty in connection with Compositions contained in Master Recordings exploited as Ring Tones by Licensee (the "RC Tones"). Only to the extent that Licensor enters into separate license agreements with such Record Companies which specifically provide that the applicable Record Company will compensate Licensor with respect to the sale of RC Tones shall Licensee not be obligated to pay Licensor Ring Tone Royalties in connection with the sale of RC Tones.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31 Licensee shall render to Licensor a true and detailed accounting of (i) all Ring Tones and Graphic Tones Downloaded; and (ii) all Ring Tones and Graphic Tones created. Each accounting shall report each Composition by title, song code number (as indicated on Schedules A and B), the number of Downloads and the resultant applicable Royalties due hereunder and be accompanied by payment to Licensor of all Royalties and Fixing Fees due. All accountings and resultant royalties and fees shall be forwarded to BMG Music Publishing NA, Inc., 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones and Graphic Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of five percent (5%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to

Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensor gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Recordings or Ring Tones whatsoever.

8. (a) Licensor represents, warrants and agrees as follows (with respect to the Licensor Share of the Compositions described in Schedules A and B):

(i) Licensor has full right, power and authority to enter into this agreement and to grant to the Licensee all rights herein set out upon the terms and conditions herein.

(ii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iii) Licensor will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom Licensor administer with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(ii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iii) Upon receipt of written instruction from Licensor, Licensee shall not, to the extent permitted by law, license any Customer or other user that is engaged in piracy, illegal activities or other unauthorized use of the Ring Tones or the Compositions, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor.

(iv) Licensee shall either own or control and/or have valid and enforceable licenses with the applicable rights holders with respect to all aspects of their Ring Tone service including, without limitation, any Master Recordings and/or Graphics.

(c) Each party (for these purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Indemnitee shall notify Indemnitor of any claim presented to Indemnitee by a third party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the proceeding. No such claim asserted by a third party may be settled by Indemnitee without indemnitor's prior written consent (such consent not to be unreasonably withheld or delayed), so long as Indemnitor is actively defending such claim in a manner consistent with industry norms, unless Indemnitee shall agree not to seek indemnity from Indemnitor for any settlement payment made by Indemnitee to the claimant.

9. (a) For the avoidance of doubt, no rights are granted in any Master Recordings of the Composition(s) or Graphics, and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

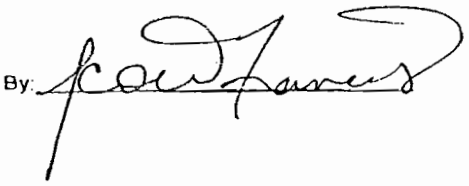
(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

11. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

BMG Music Publishing NA, Inc.

By: 

Opera Telecom, Inc.

By:

EXHIBIT CO 0326

RING TONE LICENSE

Agreement made December 1, 2004 between Zomba Enterprises Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and Opera Telecom, Inc., 13800 Coppermine Road, Herndon, VA 20171(hereinafter "Licensee").

For good and valuable consideration, Licensor and the Licensee hereby agree as follows:

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on December 1, 2004 and expiring on December 31, 2005 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create an arrangement of the Compositions consisting of musical tones (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition, and record up to thirty (30) seconds of an Arrangement (the "Recording(s)");

(ii) To transform the Recordings into mobile ring tone formats or to incorporate up to thirty (30) seconds of a Composition as embodied in a pre-existing master recording (a "Master Recording") into a ring tone format (individually and collectively, a "Ring Tone");

(iii) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")

(iv) Subject to paragraph 1(b) below, to synchronize Ring Tones with graphic images (a "Graphic") (collectively, a "Graphic Tone") which may be viewed solely on a Customer's mobile telephone;

(v) To download or otherwise transmit Ring Tones or Graphic Tones onto mobile telephones (for a fee or otherwise) for personal use by the Customers (a "Download"), for the express purpose of such Ring Tone(s) sounding as a ringing alert on such mobile telephones;

(vi) To promote and advertise segments of the Graphic Tones or Ring Tones (not to exceed thirty (30) seconds each) on Customer's mobile phones and Licensee's and/or Third Party Companies' web site(s) for the sole purpose of allowing a Customer to preview a Ring Tone before purchasing same.

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Notwithstanding anything to the contrary contained herein, each Graphic Tone shall be subject to Licensor's prior written approval and shall be listed on Schedule "B" attached hereto.

(c) Schedule "A" and Schedule "B" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(d) All Arrangements created pursuant to this license shall be considered a "work made for hire" for Licensor. In the event the Arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the Arrangements and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

2. Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that Licensor shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

(a) Ring Tones: With respect to each individual Download of a Ring Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Ring Tone Downloaded (the "Ring Tone Royalty"), provided that in no circumstances shall the Ring Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.125 per Download irrespective of the price (if any) actually charged;

(b) Graphic Tones: With respect to each individual Download of a Graphic Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Graphic Tone Downloaded (the "Graphic Tone Royalty"), provided that in no circumstances shall the Graphic Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.20 per Download irrespective of the price (if any) actually charged;

(c) Fixing Fee: For each Composition initially converted to a Ring Tone or Graphic Tone, a one-time non-recoupable fixing fee equal to the Licensor Share of each applicable Composition multiplied by $25 (the "Fixing Fee"). For avoidance of doubt, if a Fixing Fee for a particular Composition is paid in connection with the creation of a Ring Tone, an additional Fixing Fee will not be due if such Ring Tone is later converted to a Graphic Tone. Conversely, if a Graphic Tone is initially created by Licensee, an additional Fixing Fee will not be due if the applicable Composition is later exploited solely as a Ring Tone.

(d) If at any time during the Term hereof Licensee pays any royalty, fixing or other service fee in connection with its Ring Tone or Graphic Tone service within the Territory to any other owner or administrator of musical compositions higher than the Ring Tone Royalty, Graphic Tone Royalty or Fixing Fee specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

(e) Reference is made to record companies which control certain Master Recordings (the "Record Companies") who may enter in agreements with Licensee which provide, among other things, that the Record Companies will pay to Licensor a royalty in connection with Compositions contained in Master Recordings exploited as Ring Tones by Licensee (the "RC Tones"). Only to the extent that Licensor enters into separate license agreements with such Record Companies which specifically provide that the applicable Record Company will compensate Licensor with respect to the sale of RC Tones shall Licensee not be obligated to pay Licensor Ring Tone Royalties in connection with the sale of RC Tones.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Ring Tones and Graphic Tones Downloaded; and (ii) all Ring Tones and Graphic Tones created. Each accounting shall report each Composition by title, song code number (as indicated on Schedules A and B), the number of Downloads and the resultant applicable Royalties due hereunder and be accompanied by payment to Licensor of all Royalties and Fixing Fees due. All accountings and resultant royalties and fees shall be forwarded to Zomba Enterprises Inc., 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones and Graphic Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of five percent (5%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to

Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensor gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Recordings or Ring Tones whatsoever.

8. (a) Licensor represents, warrants and agrees as follows (with respect to the Licensor Share of the Compositions described in Schedules A and B):

(i) Licensor has full right, power and authority to enter into this agreement and to grant to the Licensee all rights herein set out upon the terms and conditions herein.

(ii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iii) Licensor will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom Licensor administer with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(ii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iii) Upon receipt of written instruction from Licensor, Licensee shall not, to the extent permitted by law, license any Customer or other user that is engaged in piracy, illegal activities or other unauthorized use of the Ring Tones or the Compositions, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor.

(iv) Licensee shall either own or control and/or have valid and enforceable licenses with the applicable rights holders with respect to all aspects of their Ring Tone service including, without limitation, any Master Recordings and/or Graphics.

(c) Each party (for these purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Indemnitee shall notify Indemnitor of any claim presented to Indemnitee by a third party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the proceeding. No such claim asserted by a third party may be settled by Indemnitee without Indemnitor's prior written consent (such consent not to be unreasonably withheld or delayed), so long as Indemnitor is actively defending such claim in a manner consistent with industry norms, unless Indemnitee shall agree not to seek indemnity from Indemnitor for any settlement payment made by Indemnitee to the claimant.

9. (a) For the avoidance of doubt, no rights are granted in any Master Recordings of the Composition(s) or Graphics, and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

11. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

Zomba Enterprises Inc.

By: Peter Brown

Opera Telecom, Inc.

By: Kevin Schwartz

EXHIBIT CO 0327

RING TONE LICENSE

Agreement made November 1, 2004 between Zomba Enterprises Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and Tutch Mobile Media USA Inc., Sweelinckplein 9-11, 2517GK The Hague, The Netherlands (hereinafter "Licensee").

For good and valuable consideration, Licensor and the Licensee hereby agree as follows:

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on November 1, 2004 and expiring on October 31, 2005 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create an arrangement of the Compositions consisting of musical tones (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition, and record up to thirty (30) seconds of an Arrangement (the "Recording(s)");

(ii) To transform the Recordings into mobile ring tone formats or to incorporate up to thirty (30) seconds of a Composition as embodied in a pre-existing master recording (a "Master Recording") into a ring tone format (individually and collectively, a "Ring Tone");

(iii) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")

(iv) To download or otherwise transmit Ring Tones onto mobile telephones (for a fee or otherwise) for personal use by the Customers (a "Download"), for the express purpose of such Ring Tone(s) sounding as a ringing alert on such mobile telephones;

(v) To promote and advertise segments of the Ring Tones (not to exceed thirty (30) seconds each) on Customer's mobile phones and Licensee's and/or Third Party Companies' web site(s) for the sole purpose of allowing a Customer to preview a Ring Tone before purchasing same.

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Schedule "A" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(c) All Arrangements created pursuant to this license shall be considered a "work made for hire" for Licensor. In the event the Arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the Arrangements and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

2. Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that Licensor shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

(a) Ring Tones: With respect to each individual Download of a Ring Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Ring Tone Downloaded (the "Ring Tone Royalty"), provided that in no circumstances shall the Ring Tone Royalty be less than the

Licensor Share of each applicable Composition multiplied by $.13 per Download irrespective of the price (if any) actually charged;

(b) Fixing Fee: For each Composition initially converted to a Ring Tone, a one-time non-recoupable fixing fee equal to the Licensor Share of each applicable Composition multiplied by $25 (the "Fixing Fee").

(c) Advance: An advance of $5,000 recoupable from all Royalties payable hereunder.

(d) If at any time during the Term hereof Licensee pays any royalty, fixing or other service fee in connection with its Ring Tone service within the Territory to any other owner or administrator of musical compositions higher than the Ring Tone Royalty or Fixing Fee specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator. The foregoing "most favored nations" provision shall apply only to compositions licensed to Licensee by third party owners or administrators on a non-exclusive basis, i.e. if Licensee enters into a short-term exclusive license with another owner or administrator of musical composition(s) and in turn is required to pay a higher royalty rate in exchange for such exclusivity then such rate shall not be applicable to this license agreement.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Ring Tones Downloaded; and (ii) all Ring Tones created. Each accounting shall report each Composition by title, song code number (as indicated on Schedule A), the number of Downloads and the resultant applicable Royalties due hereunder and be accompanied by payment to Licensor of all Royalties and Fixing Fees due. All accountings and resultant royalties and fees shall be forwarded to Zomba Enterprises Inc., 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of five percent (5%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensor gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Recordings or Ring Tones whatsoever.

8. (a) Licensor represents, warrants and agrees as follows (with respect to the Licensor Share of the Compositions described in Schedule A):

(i) Licensor has full right, power and authority to enter into this agreement and to grant to the Licensee all rights herein set out upon the terms and conditions herein.

(ii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iii) Licensor will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom Licensor administer with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(ii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iii) Upon receipt of written instruction from Licensor, Licensee shall not, to the extent permitted by law, license any Customer or other user that is engaged in piracy, illegal activities or other unauthorized use of the Ring Tones or the Compositions, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor.

(iv) Licensee shall either own or control and/or have valid and enforceable licenses with the applicable rights holders with respect to all aspects of their Ring Tone service including, without limitation, any Master Recordings.

(c) Each party (for these purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Indemnitee shall notify Indemnitor of any claim presented to Indemnitee by a third party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the proceeding. No such claim asserted by a third party may be settled by Indemnitee without

4

Indemnitor's prior written consent (such consent not to be unreasonably withheld or delayed), so long as Indemnitor is actively defending such claim in a manner consistent with industry norms, unless Indemnitee shall agree not to seek indemnity from Indemnitor for any settlement payment made by Indemnitee to the claimant.

9. (a) For the avoidance of doubt, no rights are granted in any Master Recordings of the Composition(s, and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

11. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

Zomba Enterprises Inc.

By: _____

Tutch Mobile Media USA Inc.

By: _____

L.C.17.17AAS

EXHIBIT CO 0328

RING TONE LICENSE

Agreement made November 1, 2004 between BMG Music Publishing NA, Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and Advanced Internet, Inc., 996 Old Eagle School Road, Wayne, PA 19087(hereinafter "Licensee").

For good and valuable consideration, Licensor and the Licensee hereby agree as follows:

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on November 1, 2004 and expiring on October 31, 2005 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create an arrangement of the Compositions consisting of musical tones (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition, and record up to thirty (30) seconds of an Arrangement (the "Recording(s)");

(ii) To transform the Recordings into mobile ring tone formats or to incorporate up to thirty (30) seconds of a Composition as embodied in a pre-existing master recording (a "Master Recording") into a ring tone format (individually and collectively, a "Ring Tone");

(iii) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")

(iv) Subject to paragraph 1(b) below, to synchronize Ring Tones with graphic images (a "Graphic") (collectively, a "Graphic Tone") which may be viewed solely on a Customer's mobile telephone;

(v) To download or otherwise transmit Ring Tones or Graphic Tones onto mobile telephones (for a fee or otherwise) for personal use by the Customers (a "Download"), for the express purpose of such Ring Tone(s) sounding as a ringing alert on such mobile telephones;

(vi) To promote and advertise segments of the Graphic Tones or Ring Tones (not to exceed thirty (30) seconds each) on Customer's mobile phones and Licensee's and/or Third Party Companies' web site(s) for the sole purpose of allowing a Customer to preview a Ring Tone before purchasing same.

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Notwithstanding anything to the contrary contained herein, each Graphic Tone shall be subject to Licensor's prior written approval and shall be listed on Schedule "B" attached hereto.

(c) Schedule "A" and Schedule "B" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(d) All Arrangements created pursuant to this license shall be considered a "work made for hire" for Licensor. In the event the Arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the Arrangements and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

2. Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that Licensor shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

(a) Ring Tones: With respect to each individual Download of a Ring Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Ring Tone Downloaded (the "Ring Tone Royalty"), provided that in no circumstances shall the Ring Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.13 per Download irrespective of the price (if any) actually charged;

(b) Graphic Tones: With respect to each individual Download of a Graphic Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by fifteen percent (15%) of the actual price charged to Customers for each Graphic Tone Downloaded (the "Graphic Tone Royalty"), provided that in no circumstances shall the Graphic Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.20 per Download irrespective of the price (if any) actually charged;

(c) Fixing Fee: For each Composition initially converted to a Ring Tone or Graphic Tone, a one-time non-recoupable fixing fee equal to the Licensor Share of each applicable Composition multiplied by $25 (the "Fixing Fee"). For avoidance of doubt, if a Fixing Fee for a particular Composition is paid in connection with the creation of a Ring Tone, an additional Fixing Fee will not be due if such Ring Tone is later converted to a Graphic Tone. Conversely, if a Graphic Tone is initially created by Licensee, an additional Fixing Fee will not be due if the applicable Composition is later exploited solely as a Ring Tone.

(d) Advance: An advance of $10,000 recoupable from all Royalties payable hereunder.

(e) If at any time during the Term hereof Licensee pays any royalty, fixing or other service fee in connection with its Ring Tone or Graphic Tone service within the Territory to any other owner or administrator of musical compositions higher than the Ring Tone Royalty, Graphic Tone Royalty or Fixing Fee specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Ring Tones and Graphic Tones Downloaded; and (ii) all Ring Tones and Graphic Tones created. Each accounting shall report each Composition by title, song code number (as indicated on Schedules A and B), the number of Downloads and the resultant applicable Royalties due hereunder and be accompanied by payment to Licensor of all Royalties and Fixing Fees due. All accountings and resultant royalties and fees shall be forwarded to BMG Music Publishing NA, Inc., 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones and Graphic Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of five percent (5%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensor gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Recordings or Ring Tones whatsoever.

8. (a) Licensor represents, warrants and agrees as follows (with respect to the Licensor Share of the Compositions described in Schedules A and B):

(i) Licensor has full right, power and authority to enter into this agreement and to grant to the Licensee all rights herein set out upon the terms and conditions herein.

(ii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iii) Licensor will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom Licensor administer with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(ii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iii) Upon receipt of written instruction from Licensor, Licensee shall not, to the extent permitted by law, license any Customer or other user that is engaged in piracy, illegal activities or other unauthorized use of the Ring Tones or the Compositions, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor.

(iv) Licensee shall either own or control and/or have valid and enforceable licenses with the applicable rights holders with respect to all aspects of their Ring Tone service including, without limitation, any Master Recordings and/or Graphics.

(c) Each party (for these purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Indemnitee shall notify Indemnitor of any claim presented to Indemnitee by a third party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the proceeding. No such claim asserted by a third party may be settled by Indemnitee without Indemnitor's prior written consent (such consent not to be unreasonably withheld or delayed), so long as Indemnitor is actively defending such claim in a manner consistent with industry norms, unless Indemnitee shall agree not to seek indemnity from Indemnitor for any settlement payment made by Indemnitee to the claimant.

9. (a) For the avoidance of doubt, no rights are granted in any Master Recordings of the Composition(s) or Graphics, and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

11. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

BMG Music Publishing NA, Inc.

By: _____

Advanced Internet, Inc.

By: _____

Exhibit A BMG

Air Force Ones	Nelly	12.50%	328714
All About You	2Pac	9.16%	157446
All Eyez On Me	2Pac	55.00%	
Amazed	Lonestar	33.34%	212924
Angels	Robbie Williams	50.00%	174155
Better Dayz	2Pac	30.00%	
Boys Don't Cry	The Cure	100.00%	124522
Bring the Pain	Method Man	100.00%	132010
CG 2	Nelly	23.00%	328896
Clocks	Coldplay	100.00%	335734
Come On Over	Christina Aguilera	31.00%	239923
Country Grammar	Nelly	50.00%	229718
Da Rockwilder	Method Man & Redman	16.66%	222510
Danger	Mystikal	33.34%	386626
Dilemma	Nelly	10.00%	328901
Dirrty	Christina Aguilera	22.50%	342516
Don't Turn Around	Ace of Base	16.67%	24920
Fighter	Christina Aguilera	50.00%	
Get The Party Started	Pink	70.00%	323918
Girlfriend	NSync	33.34%	387496
Girlfriend	B2K	95.00%	
Harder To Breathe	Maroon 5	100.00%	328944
He Wasn't Man Enough For Me	Toni Braxton	6.00%	234252
Hell Yeah	Ginuwine	85.00%	452612
His Strength Is Perfect	Steven Curtis Chapman	66.67%	28260
Hit em up	2Pac	28.75%	
Holidae In	Chingy	33.34%	454055
Hot In Herre	Nelly	22.50%	328711
Hotel	Cassidy	25.00%	842272
How Far	Martina McBride	33.34%	655961
How You Gonna Act	Tyrese	46.00%	351151
Hypnotize	Notorious BIG	4.17%	201558
I Like That	Houston	0.00%	879485
If Tomorrow Never Comes	Ronan Keating	50.00%	136938
Jenny From The Block	Jennifer Lopez	70.00%	344359

Karma Chameleon	Culture Club	20.00%	148778
Let's Get Down	Bow Wow	10.00%	836943
Letter 2 My Unborn Child	2Pac	21.25%	
Letters From Home	John Michael Montgomery	50.00%	839899
Life Goes On	LeAnn Rimes	33.34%	139518
Love At First Sight	Mary J. Blige	53.80%	454117
Mad @ me	Chingy	50.00%	454057
Milkshake	Kelis	50.00%	655584
Miss Independent	Kelly Clarkson	37.50%	394612
Never Scared	Bone Crusher	18.00%	657550
Nineteen Something	Mark Wills	50.00%	328421
One Call Away	Chingy	50.00%	454048
Pimp Juice	Nelly	50.00%	328706
Rap Superstar	Cypress Hill	50.00%	232450
Reach	S Club	50.00%	23110
Ride With Me	Nelly	23.33%	229721
Sandstorm	DaRude	0.00%	237437
Shake Ya Tailfeather	Nelly	45.00%	454187
She Will Be Loved	Maroon 5	100.00%	328948
Sorry 2004	Ruben Studdard	20.00%	836905
Stay The Night	IMX	0.00%	53046
Thugz Mansion	2Pac	60.00%	
Until the End of Time	2Pac	7.50%	
Watch Out	Beatnuts	25.00%	222980
We Built This City	Starship	60.00%	2787
We Got The Beat	The Go Go's	100.00%	2438
White Flag	Dido	15.00%	453645
Wurrs My Cash	Chingy	50.00%	454045

EXHIBIT CO 0329

RING TONE LICENSE

Agreement made November 1, 2004 between Zomba Enterprises Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and Advanced Internet, Inc., 996 Old Eagle School Road, Wayne, PA 19087(hereinafter "Licensee").

For good and valuable consideration, Licensor and the Licensee hereby agree as follows:

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on November 1, 2004 and expiring on October 31, 2005 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create an arrangement of the Compositions consisting of musical tones (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition, and record up to thirty (30) seconds of an Arrangement (the "Recording(s)");

(ii) To transform the Recordings into mobile ring tone formats or to incorporate up to thirty (30) seconds of a Composition as embodied in a pre-existing master recording (a "Master Recording") into a ring tone format (individually and collectively, a "Ring Tone");

(iii) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")

(iv) Subject to paragraph 1(b) below, to synchronize Ring Tones with graphic images (a "Graphic") (collectively, a "Graphic Tone") which may be viewed solely on a Customer's mobile telephone;

(v) To download or otherwise transmit Ring Tones or Graphic Tones onto mobile telephones (for a fee or otherwise) for personal use by the Customers (a "Download"), for the express purpose of such Ring Tone(s) sounding as a ringing alert on such mobile telephones;

(vi) To promote and advertise segments of the Graphic Tones or Ring Tones (not to exceed thirty (30) seconds each) on Customer's mobile phones and Licensee's and/or Third Party Companies' web site(s) for the sole purpose of allowing a Customer to preview a Ring Tone before purchasing same.

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Notwithstanding anything to the contrary contained herein, each Graphic Tone shall be subject to Licensor's prior written approval and shall be listed on Schedule "B" attached hereto.

(c) Schedule "A" and Schedule "B" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(d) All Arrangements created pursuant to this license shall be considered a "work made for hire" for Licensor. In the event the Arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the Arrangements and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

2. Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that Licensor shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

(a) Ring Tones: With respect to each individual Download of a Ring Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Ring Tone Downloaded (the "Ring Tone Royalty"), provided that in no circumstances shall the Ring Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.13 per Download irrespective of the price (if any) actually charged;

(b) Graphic Tones: With respect to each individual Download of a Graphic Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by fifteen percent (15%) of the actual price charged to Customers for each Graphic Tone Downloaded (the "Graphic Tone Royalty"), provided that in no circumstances shall the Graphic Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.20 per Download irrespective of the price (if any) actually charged;

(c) Fixing Fee: For each Composition initially converted to a Ring Tone or Graphic Tone, a one-time non-recoupable fixing fee equal to the Licensor Share of each applicable Composition multiplied by $25 (the "Fixing Fee"). For avoidance of doubt, if a Fixing Fee for a particular Composition is paid in connection with the creation of a Ring Tone, an additional Fixing Fee will not be due if such Ring Tone is later converted to a Graphic Tone. Conversely, if a Graphic Tone is initially created by Licensee, an additional Fixing Fee will not be due if the applicable Composition is later exploited solely as a Ring Tone.

(d) Advance: An advance of $5,000 recoupable from all Royalties payable hereunder. Reference is made to the advance of $10,000 previously paid in connection with the BMG Agreement dated November 1, 2004 (the "BMG Advance"). Each party acknowledges and agrees that $5,000 of the BMG Advance shall be treated as the advance hereunder.

(e) If at any time during the Term hereof Licensee pays any royalty, fixing or other service fee in connection with its Ring Tone or Graphic Tone service within the Territory to any other owner or administrator of musical compositions higher than the Ring Tone Royalty, Graphic Tone Royalty or Fixing Fee specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Ring Tones and Graphic Tones Downloaded; and (ii) all Ring Tones and Graphic Tones created. Each accounting shall report each Composition by title, song code number (as indicated on Schedules A and B), the number of Downloads and the resultant applicable Royalties due hereunder and be accompanied by payment to Licensor of all Royalties and Fixing Fees due. All accountings and resultant royalties and fees shall be forwarded to Zomba Enterprises Inc., 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones and Graphic Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of five percent (5%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in

the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensor gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Recordings or Ring Tones whatsoever.

8. (a) Licensor represents, warrants and agrees as follows (with respect to the Licensor Share of the Compositions described in Schedules A and B):

(i) Licensor has full right, power and authority to enter into this agreement and to grant to the Licensee all rights herein set out upon the terms and conditions herein.

(ii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iii) Licensor will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom Licensor administer with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(ii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iii) Upon receipt of written instruction from Licensor, Licensee shall not, to the extent permitted by law, license any Customer or other user that is engaged in piracy, illegal activities or other unauthorized use of the Ring Tones or the Compositions, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor.

(iv) Licensee shall either own or control and/or have valid and enforceable licenses with the applicable rights holders with respect to all aspects of their Ring Tone service including, without limitation, any Master Recordings and/or Graphics.

(c) Each party (for these purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Indemnitee shall notify Indemnitor of any claim presented to Indemnitee by a third party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the proceeding. No such claim asserted by a third party may be settled by Indemnitee without Indemnitor's prior written consent (such consent not to be unreasonably withheld or delayed), so long as Indemnitor is actively defending such claim in a manner consistent with industry norms, unless Indemnitee shall agree not to seek indemnity from Indemnitor for any settlement payment made by Indemnitee to the claimant.

9. (a) For the avoidance of doubt, no rights are granted in any Master Recordings of the Composition(s) or Graphics, and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

11. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

Zomba Enterprises Inc.

By: _____

Advanced Internet, Inc.

By: _____

Zomba Schedule A

1985	BOWLING FOR SOUP	20.00	5877058
(YOU DRIVE ME) CRAZY	Britney Spears	81.25	5211251
...BABY ONE MORE TIME	Britney Spears	100.00	5382904
A NIGHTMARE ON MY STREET	DJ JAZZY JEFF & THE FRESH PRINCE	100.00	5368149
ALL I WANNA DO IS MAKE LOVE TO YOU	Heart	100.00	5367748
AS LONG AS YOU LOVE ME	Backstreet Boys	100.00	5380367
BACK TO YOUR HEART	Backstreet Boys	100.00	5383824
BOILER	Limp Bizkit	100.00	5386365
BREAK STUFF	Limp Bizkit	95.00	5384028
BREAKING THE HABIT	Linkin Park	100.00	5392693
BUMP 'N' GRIND	R. Kelly	100.00	5372577
BUMP, BUMP, BUMP	B2K (Feat. P. Diddy)	90.00	5391435
BYE BYE BYE	N'Sync	100.00	5385331
CALL, THE	Backstreet Boys	100.00	5386082
CANNONBALL	The Breeders	100.00	5372925
CRAWLING	Linkin Park	100.00	5386394
DEAD	Korn	100.00	5384802
DEAD PRESIDENTS	Jay Z	25.00	5016569
DID MY TIME	Korn	100.00	5454165
DRINKIN' BONE	Tracy Byrd	50.00	5454061
EVERYBODY (BACKSTREET'S BACK)	Backstreet Boys	100.00	5380373
EVERYTHING I DO I DO IT FOR YOU	Bryan Adams	18.75	5370521
EVERYTHING I'VE KNOWN	KORN	100.00	5656977
EVERYTIME	Britney Spears	65.00	5657981
FALLING AWAY FROM ME	Korn	100.00	5384803
FEELIN' ON YO BOOTY	R. Kelly	100.00	5386115
FIESTA	R. Kelly	75.00	5386103
FLY	Sugar Ray	16.67	5380311
FOREVER AND FOR ALWAYS	Shania Twain	50.00	5391084
FREAKS COME OUT AT NIGHT	Whodini	100.00	5367146
FRESH PRINCE OF BEL-AIR	Fresh Prince of Bel Air (Opening Theme Music)	100.00	5380970
FROM THA CHUUUCH TO DA PALACE	Snoop Dog	15.00	5391497
FROM THE BOTTOM OF MY BROKEN HEART	Britney Spears	100.00	5383325
FROM THIS MOMENT ON	Shania Twain	40.00	5380840
GIRL ALL THE BAD GUYS WANT	Bowling For Soup	50.00	5390056
GIRLFRIEND	B2K	95.00	
HAPPY PEOPLE	R. Kelly	100.00	5862208
HATE ME NOW	Nas	75.00	5385786
HERE TO STAY	Korn	100.00	5389385
HOLLER IF YA HEAR ME	2PAC	16.25	5377728
HONEY	MARIAH CAREY	3.88	5497492

HYSTERIA	Def Leppard	100.00	5367383
I DO (CHERISH YOU)	98 Degrees	100.00	5385660
I HATE EVERYTHING	GEORGE STRAIT	100.00	5870123
I JUST WANNA LOVE U (GIVE IT 2 ME)	Jay-Z	0.94	5387395
I WANNA ROCK	Twisted Sister	100.00	5366774
I WANT IT THAT WAY	Backstreet Boys	100.00	5383611
I WISH	R. kelly	100.00	5385781
IF I COULD TURN BACK THE HANDS OF TIME	R. kelly	100.00	5382173
IGNITION	R. Kelly	100.00	5391240
I'LL NEVER BREAK YOUR HEART	Backstreet Boys	100.00	5378401
I'M ALREADY THERE	Lonestar	66.67	5387087
I'M YOUR ANGEL	R. Kelly	100.00	5382181
IN THE END	Linkin Park	100.00	5386396
IT ONLY HURTS WHEN I'M BREATHING	Shania Twain	50.00	5391089
IT'S MY LIFE	No Doubt	25.00	5368189
IT'S MY LIFE	Bon Jovi	33.34	5385557
JENNY FROM THE BLOCK	Jennifer Lopez	15.00	5390904
LOVE AT 1ST SIGHT	Mary J. Blige	45.00	5454117
LUCKY	Britney Spears	75.00	5385553
MAKE ME BAD	Korn	100.00	5384808
MY GENERATION	Limp Bizkit	100.00	5386361
N 2 GETHER NOW	Limp Bizkit	40.00	5219162
NOOKIE	Limp Bizkit	100.00	5384027
NUMB	Linkin Park	100.00	5392761
NUMB/ENCORE	JAY Z & LINKIN PARK MASH UP EP	50.00	6521319
ONE STEP CLOSER	Linkin Park	100.00	5386392
OOPS!...I DID IT AGAIN	Britney Spears	100.00	5385543
PARENTS JUST DON'T UNDERSTAND	DJ Jazzy Jeff and the Fresh Prince	100.00	5368165
POUR SOME SUGAR ON ME	Def Leppard	100.00	5367387
QUIT PLAYING GAMES (WITH MY HEART)	Backstreet Boys	50.00	5379290
RIGHT NOW	KORN	100.00	5656965
ROCK YOUR BODY	Justin Timberlake	33.34	5391198
RUMP SHAKER	Wreckx-N-Effect	7.08	5372264
SENORITA	Justin Timberlake	33.34	5391195
SHOW ME THE MEANING OF BEING LONELY	Backstreet Boys	50.00	5383787
SO SEXY	Twista	80.00	5841025
SOMEBODY SOMEONE	Korn	100.00	5384813
SOMETIMES	Britney Spears		5211547
STEP IN THE NAME OF LOVE	R. Kelly	100.00	5391419
SUMMER GIRLS	LFO	50.00	5226762
TALK DIRTY TO ME	Poison	100.00	5366173
THANK YOU FOR BEING A FRIEND	Golden Girls Theme	100.00	5381118

THAT DON'T IMPRESS ME MUCH	Shania Twain	50.00	5380835
THOIA THOING	R. Kelly	100.00	5454158
WE'RE NOT GONNA TAKE IT	Twisted Sister	100.00	5366771
WHEN A WOMAN'S FED UP	R. Kelly	100.00	5382166
YA'LL WANT A SINGLE	KORN	100.00	5656983

EXHIBIT CO 0330

Internet Karaoke License

Agreement made November 1, 2004 between BMG Music Publishing NA, Inc. and Zomba Enterprises, Inc., 1540 Broadway, New York, New York 10036 (collectively referred to herein as "Licensor") and Konami Corporation, 2-4-1, Marunouchi, Chiyoda-ku, Tokyo 100-6330 Japan (hereinafter "Licensee"). For good and valuable consideration, Licensor and Licensee hereby agree as follows:

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the World ("the Territory") for a term commencing on November 1, 2004 and expiring on October 31, 2006 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) The right to create digital sound recordings of the Compositions (the "File(s)");

(ii) The right to synchronize the Files to the lyrics of the Compositions (the "Lyrics") and additional background images (the "Images") which may be blank or consist of visual images which may or may not follow the theme of the Composition (collectively a "Work").

(iii) The right to create a database containing the Works which will be accessible via the Internet solely by customers or subscribers of Microsoft's "Xbox Live!" service (the "Customers");

(v) The right to download from the Internet to Customers' Xbox gaming system (a "Device"), for a fee or otherwise, the Work(s) (a "Download");

(vi) The right to allow Customers to solely play back the Works via a Device in conjunction with the video game entitled "Karaoke Revolution" (the "Game");

(vii) The right to promote and advertise segments of the Works (not to exceed thirty (30) seconds each) solely via streaming such segments from Xbox Live to allow Customers to preview a Work before purchasing same.

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Schedule "A" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(c) All arrangements of the Compositions created by Licensee in connection with the creation of the Works shall be considered a "work made for hire" for Licensor. In the event such arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the arrangements of the Works and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

(d) Licensor reserves all rights in and to the Composition(s).

2. In consideration of the foregoing license, Licensee shall pay to Licensor the following:

(a) With respect to each individual Download, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Work Downloaded ("the Royalty"), provided that in no circumstances shall the Royalty be less than the Licensor Share of each applicable Composition multiplied by $.10 per Download irrespective of the price (if any) actually charged.

(b) If at any time during the Term hereof Licensee pays any royalty higher than the Royalty specified herein, on a per composition basis or otherwise, or any type of advance, "fixing fee" or other service fee in connection with the downloading of musical compositions in conjunction with the Game within the Territory to any other owner or administrator of musical compositions, Licensee shall pay such higher royalty, advance or other fees to Licensor retroactively to the first accounting period during which such higher royalty or fee is accounted to such other owner or administrator.

3. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Works Downloaded and (ii) all new Works created. Each accounting shall report each Composition by title, song code number (as indicated on Schedule A), the number of Downloads and the resultant Royalties due hereunder. Payment of all royalties due for any given quarter shall be rendered to the following bank account:

Company:	BMG Songs, Inc.
TIN:	95-3104625
Bank Name:	Bank of America
Acct#:	14173-04712
ABA#:	121-000-358
Band Address:	2049 Century Park East #200 Los Angeles, CA 90067

Licensee shall simultaneously forward a complete accounting for each applicable quarter along with proof of wire transfer to:

BMG Music Publishing
Director of New Media
1540 Broadway
New York, NY 10036

4. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Works hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of ten percent (10%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable third party audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

5. Licensee may not assign, transfer or sub-license any of its rights hereunder without Licensor's prior written consent (not to be unreasonably withheld) and any purported such assignment, transfer or license shall be void *ab initio*.

6. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensee's receipt of Licensor's notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent, not to be unreasonably withheld.

(b) Subject to U.S. bankruptcy law, this Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Works hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Files, Lyrics or Works whatsoever.

7. (a) Licensor represents, warrants and agrees as follows (with respect to the Licensor Share of the Compositions described in Schedule A):

(i) Licensor has full right, power and authority to enter into this agreement and to grant to Licensee all rights set forth herein.

(ii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iii) Licensor will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom Licensor administers with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(ii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iii) Licensee shall either own or control and/or have valid and enforceable licenses with the applicable rights holders with respect to all aspects of their karaoke service.

(iv) Licensee shall not synchronize any Composition with any Images that could reasonably be perceived as offensive or obscene or as an endorsement of any unrelated product or service.

(v) Licensee shall not use the Composition in a manner that infringes upon the proprietary rights of any third party (including without limitation intellectual property, publicity and privacy rights) or in connection with endorsements, commercials, co-promotions or cross-promotions of any service, product or entity.

(c) Each party (for these purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and against any and all

claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Indemnitee shall notify Indemnitor of any claim presented to Indemnitee by a third party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the proceeding. No such claim asserted by a third party may be settled by Indemnitee without Indemnitor's prior written consent (such consent not to be unreasonably withheld or delayed), so long as Indemnitor is actively defending such claim in a manner consistent with industry norms, unless Indemnitee shall agree not to seek indemnity from Indemnitor for any settlement payment made by Indemnitee to the claimant.

8. (a) For the avoidance of doubt, no rights are granted other that those expressly referred to herein including, without limitation, the Images and any master recordings of the Compositions.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its karaoke service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with karaoke, if any, and no public performance license is granted hereunder.

9. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

10. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

BMG Music Publishing NA, Inc.

By: _____

Zomba Enterprises, Inc.

By: _____

Agreed and Accepted:

Konami Corporation

By: Kazuhiko Kozuki

SCHEDULE "A"

COMPOSITIONS

Title	Percentage Controlled	Song Code #
"Baby One More Time"	100%	0382904
"Friends In Low Places"	50%	0019981
"It's My Life"	25%	0519527
"White Flag"	15%	0453645

EXHIBIT CO 0331

EXHIBIT CO 0332

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, BMG Music Publishing NA, Inc., 1540 Broadway, New York, NY 10036 and Zomba Enterprises, Inc., 1540 Broadway, New York, NY 10036 (collectively, "BMGMP" or "you").

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 BMGMP Compositions (defined herein), or parts thereof;

WHEREAS, each of BMGMP and SONY BMG wish to enable SONY BMG to exploit BMGMP Compositions embodied on Relevant SONY BMG Masters (defined herein as the "Relevant BMGMP 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 BMGMP Compositions, the parties wish to further the goal of providing for the widespread but secure exploitation of Relevant BMGMP 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 BMGMP 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 between each other 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:

PB JPS

1. Definitions.

1.1 The "Audio-Related Royalty" shall mean the mechanical royalty payable to BMGMP with respect to audio-only uses (and not audio-visual uses) of BMGMP Compositions embodied in Relevant SONY BMG Masters in Dual Disc Products, Multi-Session Audio Products, and Locked Content Products. Except with respect to Locked Content Products, the Audio-Related Royalty shall be computed in the same manner as the mechanical royalty payable to BMGMP with respect to the use of those identical Relevant SONY BMG Masters in the Comparable Standard CD pursuant to the terms of the mechanical licenses applicable to such Comparable Standard CD (the "Standard CD Mechanical"). With respect to Locked Content Products, SONY BMG shall calculate the Audio-Related Royalty by using mechanical royalty rate that would otherwise be applicable if the Locked Content Product were a "digital phonorecord delivery", distributed as of the date such BMGMP Composition is unlocked, in accordance with the terms of section 115(c)(3)(E) of Title 17 of the United States Code.

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, trailer 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. For the avoidance of doubt, the license to SONY BMG contemplated herein shall not include the right to exploit, or to authorize any other Person (including without limitation, Sony Pictures Entertainment Inc. and any other SONY BMG-affiliated entities, other than an entity directly owned or controlled, in whole or in part, by SONY BMG) to exploit, any Audiovisual Recording created in connection with any Dual Disc Product, or Audiovisual Recording licensed by SONY BMG hereunder for use in a Dual Disc Product, other than solely as embodied in the Dual Disc Product or as permitted pursuant to paragraph 2.5 as a Digital Video Product, as applicable.

1.2.1. A "BMGMP 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 BMGMP in the Territory, and which are made available, to the extent of BMGMP'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 BMGMP or pursuant to the Songwriter Agreements. With respect to any such musical composition which may be owned or controlled by BMGMP only in part, the term "BMGMP Composition" shall only refer to that portion of the musical composition controlled by BMGMP. Furthermore, in the event that BMGMP owns or controls any musical composition only for a period of time during the Relevant Term, then such musical composition may be considered a BMGMP Composition only for such period of time, and BMGMP 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 BMGMP to provide the notice described in the preceding sentence shall not constitute a breach of this Agreement. SONY BMG acknowledges that BMGMP 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 BMGMP

JPS 9(1)
PB
JPS

Compositions hereunder, and BMGMP shall have no liability to SONY BMG with respect to the unavailability of such musical compositions.

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 or Multi-Session Audio 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, 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" (i.e., each session shall be self-contained and may be independently accessed from the other sessions, so that the consumer is not playing or accessing two (2) sessions from the same playback device at once): (a) a Standard CD "side" or separately accessible "session" with a playing time not to exceed approximately sixty (60) minutes, 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 for the audiovisual material not to exceed approximately thirty (30) minutes, 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" that is embedded in a single disc. 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 content contained on the Standard Audio Side, but in a different audio format or formats solely for the purpose of enabling compatibility with certain playback devices (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 shall not be deemed a Dual Disc Product and 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.

PB JPS

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 Intentionally omitted without implication.

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

PB

JPS

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 caller during the period of time between the initiation of the call or other communication by the caller and the earlier of: (i) termination of the call or other communication by the caller 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 not to exceed approximately sixty (60) minutes 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 for the sole purpose of enabling compatibility with certain playback devices (e.g., SACD, or 5.1 mix surround sound) (the "Second Session"), or (ii) embodied in DRM-protected (i.e., "copy-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, 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 BMGMP pursuant to any license covering the use of Relevant BMG Masters on such disc(s), and shall otherwise be governed by paragraph 2.4 of this Agreement. For the avoidance of doubt, any disc released in the "CD Extra," "Enhanced CD," "Hybrid CD" or "Combo Pack," or "CD Plus" configuration that embodies any audio-visual content shall not be deemed a Multi-Session Audio Product hereunder.

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, (i) with respect to any record that is a Multi-Session Audio Product solely as a result of the fact that it includes a

"copy-protected" or "DRM-protected" additional session (or sessions) (each, a "Copy Protected Multi-Session Audio Product"), SONY BMG shall have the right to manufacture, distribute, sell and otherwise exploit any Copy Protected Multi-Session Audio Product created during the Multi-Session Audio Product Term in perpetuity, provided that for exploitations of Copy Protected Multi-Session Audio Product created during the Multi-Session Audio Product Term and exploited after the expiration of the Multi-Session Audio Product Term, SONY BMG shall pay BMGMP royalties at a rate negotiated in good faith between SONY BMG and BMGMP, or in the event that the parties are unable to agree upon a rate, at a rate equal the then-applicable current market rates and subject to the then-applicable practices for Copy Protected Multi-Session Audio Products in lieu of the rates set forth in section 2.2.2 below; and (ii) 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. Following the expiration of Multi-Session Audio Product Term and pending the determination of a rate for any post-Multi-Session Audio Product Term exploitations of Copy Protected Multi-Session Audio Products created during the Multi-Session Audio Product Term, SONY BMG shall continue to account and pay BMGMP royalties calculated in accordance with the rates for exploitations of Copy Protected Multi-Session Audio Products during the Multi-Session Audio Product Term; provided, however that promptly following the determination of a rate for such post-Multi-Session Audio Product Term exploitations, SONY BMG shall retroactively adjust BMGMP's royalty account in accordance with such new rates and, to the extent applicable, shall promptly pay BMGMP any difference as a result thereof 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 a "cap" that sets a maximum aggregate payment for the use of all of the musical compositions (and, if such cap is exceeded, reduces the payment for the use of controlled compositions, on a *pro rata* basis) on a Dual Disc Product, Multi-Session Audio Product, or Locked Content Product (subject to paragraph 2.3.2) featuring Relevant BMGMP Compositions, and that shall be equal to the Standard Audio Cap that sets the maximum aggregate payment for the use of all of the identical or substantially identical musical compositions embodied in the identical or substantially identical sound recordings contained on the Comparable Standard CD; provided, however, that solely for purposes of calculating the New Digital Media Audio Cap with respect to Dual Disc Products, *if* the sub-distributor price for the audio-only Comparable Standard CD version of the Dual Disc Product or Multi-Session Audio Product concerned qualifies as a "budget", "midprice" or other reduced rate record and the sub-distributor price for the Dual Disc Product or Multi-Session Audio Product, as applicable, equals or exceeds the standard top-line sub-distributor price for the initial release of the Dual Disc Products or Multi-Session Audio Products applicable to the majority of SONY BMG's active-roster artists (other than SONY BMG's "developing artist" series) whose records are embodied in Dual Disc Products, *then* SONY BMG shall not reduce the mechanical royalty rate or "cap" as a result of such Comparable Standard CD being a "budget", "midprice" or other qualifying reduced rate record, but shall instead calculate the "cap" as though the Comparable Standard CD was a "top line" record. The New Digital Media Audio Cap shall apply <u>only</u> where a Standard Audio Cap would otherwise apply to set a maximum aggregate payment for the use of all of the musical compositions embodied in the identical

JPS 9(1)
PB JPS

sound recordings contained on the Comparable Standard CD. Except as provided for herein with respect to any applicable "controlled composition" clause, no provision contained in any artist, side artist, producer, "outside controlled writer," or other agreement shall apply to further "cap," reduce, adjust or diminish in any way the Audio-Related Royalty, or any of the other royalties contained in this Agreement. If there is no "controlled composition" clause applicable to the Comparable Standard CD, or if there is no Comparable Standard CD, then there shall be no New Digital Media Audio Cap (and, in the case of Dual Disc Products, no Product Cap (defined in subparagraph 2.1.4 below)). For the avoidance of doubt, if the Relevant BMGMP Compositions contained on the Comparable Standard CD are not subject to a "controlled composition" clause, the New Digital Media Audio Cap shall not apply to reduce or diminish the mechanical royalty payable to BMGMP for the use of those same Relevant BMGMP Compositions embodied in the identical Relevant SONY BMG Masters contained on the comparable New Digital Media Product. In calculating the New Digital Media Audio Cap, each sound recording contained on the Comparable Standard CD shall be counted once, regardless of how many times such sound recording may appear on the New Digital Media Product. Notwithstanding anything contained in this definition or this Agreement, in the event that the Standard Audio Cap is increased as a result of an increase in the Statutory Mechanical Rate from the rate in effect as of the Effective Date, then, with respect to any New Digital Media Products licensed hereunder, the New Digital Media Audio Cap, and, for Dual Disc Products, the Product Cap (defined in subparagraph 2.1.4) shall also be increased by an amount equal to the increase in the Standard Audio Cap (the "Stat Rate Uplift Amount"). To the extent that SONY BMG is required pursuant to any mechanical license to pay any publisher a mechanical royalty (a) at a rate greater than the current full Statutory Mechanical Rate for the use of any composition on a New Digital Media Product, or (b) for multiple uses of the same composition on a New Digital Media Product (*e.g.*, for the use of the composition on both the Standard CD Side and the AV Side of a Dual Disc Product, or on both the "First Session" and "Second Session" of a Multi-Session Audio Product) in excess of the current full Statutory Mechanical Rate applicable for a single use, then SONY BMG shall be responsible for paying all amounts in excess of the single, full Statutory Mechanical Rate payment, and such amounts shall not be applied towards the New Digital Media Audio Cap, the Product Cap (defined in subparagraph 2.1.4 below), or to otherwise reduce any amounts otherwise payable to BMGMP hereunder.

1.20 A "Promotional Video" shall mean a video of the type that is 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 BMGMP Composition" shall mean any BMGMP 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 a BMGMP 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 BMGMP has acquired rights with respect to any BMGMP Composition, which may be modified from time to time.

JPS 9(1)
PB
JPS

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 a "cap" established pursuant to a "controlled composition" clause that sets a maximum aggregate payment for the use of all of the musical compositions on a Comparable Standard CD (and, if such cap is exceeded, reduces the payment for the use of controlled compositions, on a *pro rata* basis). For the avoidance of doubt, to the extent any "controlled composition" clause references a minimum compulsory rate in the United States and/or Canada, such reference shall be construed to mean the Statutory Mechanical Rate as defined below.

1.29 The "Statutory Mechanical Rate" shall mean (i) for records manufactured, sold and not returned in the United States, the royalty applicable to a compulsory mechanical license obtained pursuant to section 115 of the U.S. Copyright Act, 17 U.S.C. § 115; and (ii) for records manufactured, sold and not returned in Canada, the rate in effect pursuant to agreement between the CMRRA and the CRIA, or if no such agreement exists, the rate prevailing in Canada on a general basis with respect to the use of musical compositions on so-called "top line" audio records (e.g., the CMRRA rate).

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.

2. <u>Agreements as to Licensing Methodology and Royalty Rates</u>.

2.1 **Dual Disc Products.**

2.1.1 ***Agreement to Issue Licenses.*** (a) BMGMP 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 BMGMP Compositions as embodied in Relevant SONY BMG Masters contained on Dual Disc Products created by SONY BMG on the terms set forth herein. BMGMP also agrees to issue licenses, or cause licenses to be issued, to SONY BMG to embody and display the lyrics of the Relevant BMGMP 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

JPS .9(1)
PB
JPS

traditionally displayed in connection with Standard CD products (e.g., on liner notes and J-cards), and to enable the consumer to select, retrieve and display the entire lyric of a BMGMP Composition over a static image while listening to that BMGMP Composition or any other composition on the Dual Disc Product concerned. 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 BMGMP Composition, or to permit the lyrics automatically to be displayed at the same time they are being performed. For the avoidance of doubt, BMGMP is not agreeing to license SONY BMG 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.

(b) 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 BMGMP 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, trailer, short film, documentary or television program, or for any purpose other than as the Dual Disc.

(c) SONY BMG shall, with respect to Audiovisual Recordings embodied on Dual Disc Products, identify to BMGMP as soon as reasonably practicable in advance of, but not later than fifteen (15) days prior to, the initial commercial release of any such product taking into account the creative process and creative considerations, the titles and a general description of the proposed use, and if available a copy of the Dual Disc Product, for any Relevant BMGMP Compositions embodied in any Audiovisual Recording contained thereon, provided that SONY BMG's non-repetitive, inadvertent failure to do so in any instance shall not constitute a breach of this Agreement. BMGMP shall endeavor to obtain any applicable consent from its writer(s) for the use of the Relevant BMGMP Composition in the Audiovisual Recording and shall notify SONY BMG not later than ten (10) days following BMGMP's receipt of the notice concerned. In the event a songwriter denies consent for the proposed use in an Audiovisual Recording on a Dual Disc Product, BMGMP shall notify SONY BMG of the same and SONY BMG shall not include or otherwise use any such BMGMP Composition as to which it has received such notice in the Audiovisual Recording concerned as part of any proposed Dual Disc Product in contravention of the restriction, following SONY BMG's receipt of such notice. If such BMGMP Composition has been exploited under the terms hereof prior to SONY BMG receiving notice denying songwriter consent, SONY BMG shall cease any further manufacture, distribution or other exploitation of a Dual Disc Product embodying such BMGMP Composition, in derogation of such limitation or restriction, promptly following SONY BMG's receipt of such notice, and shall take such other necessary steps as may be reasonably requested by BMGMP in connection therewith.

2.1.2 ***Audio-Related Royalty.*** With respect to any exploitation of a Dual Disc Product, SONY BMG will pay BMGMP the Audio-Related Royalty for the audio-only uses of BMGMP Compositions embodied in Relevant SONY BMG Masters contained on the Standard Audio Side of Dual Disc Products. BMGMP shall not assert a claim to receive mechanical royalties for audio-only uses of BMGMP Compositions embodied in Relevant SONY BMG Masters contained on the AV Side of Dual Disc Products, as defined and set forth in paragraph 1.6 above, unless a) such BMGMP Composition was not otherwise contained on the Standard Audio Side, or b) the New Digital Media Audio Cap is not otherwise exceeded for all compositions embodied on the Standard Audio Side.

PB

JPS

2.1.3 *AV-Related Royalty.* With respect to any exploitation of a Dual Disc Product, SONY BMG will pay BMGMP, in addition to the Audio-Related Royalty set forth above, synchronization royalties in connection with the Audiovisual Uses of BMGMP Compositions embodied in Relevant SONY BMG Masters contained on the AV Side of Dual Disc Products (the "AV-Related Royalty"). The AV-Related Royalty shall be computed as follows, subject to the qualifications contained in subparagraphs 2.1.4 below (and pro-rated to reflect BMGMP's ownership or control).

2.1.3.1 SONY BMG will pay BMGMP a royalty of six (U.S.) cents ($.06) for each full, or substantially full, Promotional Video or other Audiovisual Recording embodying a Relevant SONY BMG Master contained on a Dual Disc Product exploited in the United States, and the equivalent of six (U.S.) cents ($.06) in Canadian dollars for each full, or substantially full, Promotional Video or other Audiovisual Recording embodying a Relevant SONY BMG Master contained on a Dual Disc Product exploited in Canada.

2.1.3.2 SONY BMG will pay BMGMP a royalty of one (U.S.) cent ($.01) per minute of playing time, pro rated for fractions of a minute, for all partial (i.e., not full or substantially full) Promotional Videos and other Audiovisual Recordings embodying BMGMP Compositions contained on a Dual Disc Product exploited in the United States, and the equivalent of one (U.S.) cent ($.01) per minute of playing time in Canadian dollars, pro rated for fractions of a minute, for all partial (i.e., not full or substantially full) Promotional Videos and all other Audiovisual Recordings embodying a Relevant SONY BMG Master contained on a Dual Disc Product exploited in Canada. For the avoidance of doubt, SONY BMG shall not edit or otherwise truncate any otherwise full or substantially full Promotional Video or Audiovisual Recording in a manner primarily intended to frustrate the payment of the full royalty set forth in paragraph 2.1.3.1, rather than the royalty set forth in this paragraph 2.1.3.2.

2.1.4 *Product Cap.* Subject to the terms and qualifications contained in the Agreement, including but not limited to the qualifications contained in paragraph 1.1 (defining the "Audio-Related Royalty"), where (and only where) the Audio-Related Royalty is subject to a Standard Audio Cap, the maximum amount of royalties payable, in the aggregate, by SONY BMG to all music publishers for all audio-only and audio-visual uses of musical compositions embodied in SONY BMG Masters contained on any Dual Disc product will be One (U.S.) Dollar and Twenty-Five Cents ($1.25) for each Dual Disc Product sold in the United States and not returned, and the equivalent of One (U.S.) Dollar and Twenty-Five Cents ($1.25) in Canadian dollars for each Dual Disc Product sold in Canada and not returned (the "Product Cap"). For the avoidance of doubt, if the Dual Disc Product concerned is not otherwise subject, in whole or in part, to a Standard Audio Cap (e.g., the record is a compilation record consisting entirely of master recordings licensed in from third parties), then the Product Cap shall have no application to, and shall not otherwise reduce the publishing royalties payable to BMGMP in respect of the BMGMP Compositions contained on such Dual Disc Product. The Product Cap shall be calculated as follows:

2.1.4.1 SONY BMG shall, with respect to each Dual Disc Product, first calculate the mechanical royalties payable to all music publishers for audio-only uses of compositions embodied in SONY BMG Masters contained on the Standard Audio Side of that Dual Disc Product (including those royalties payable to BMGMP pursuant to paragraph 2.1.2 for the use of Relevant BMGMP Compositions) (the "Initial Audio Royalty Calculation"). Notwithstanding anything to the contrary set forth in this subparagraph 2.1.4, in making the Initial Audio Royalty Calculation, SONY BMG shall apply the actual royalty rate contained in the relevant mechanical license. To the extent that SONY BMG is required pursuant to any

PB JPS

mechanical license to pay any publisher a mechanical royalty (a) at a rate greater than the full Statutory Mechanical Rate for the use of any composition on a Dual Disc Product, or (b) for multiple uses of the same composition on a Dual Disc Product (*e.g.*, for the use of the composition on both the Standard CD Side and the AV Side) in excess of the full Statutory Mechanical Rate applicable for a single use, then SONY BMG shall be responsible for paying all amounts in excess of the single, full Statutory Mechanical Rate, and such amounts shall not be applied towards the New Digital Media Audio Cap, the Product Cap, or to otherwise reduce any amounts otherwise payable to BMGMP hereunder.

2.1.4.2 After performing the calculation set forth in subparagraph 2.1.4.1, SONY BMG will next calculate the synchronization royalties payable to music publishers for audiovisual uses of compositions embodied in SONY BMG Masters contained on the AV Side of that Dual Disc Product (the "Initial AV Royalty Calculation"). Notwithstanding anything to the contrary set forth in this paragraph 2.1.4, in making the Initial AV Royalty Calculation, SONY BMG shall treat each composition, including those owned or controlled by third-party publishers, as if it were a BMGMP Composition, and apply the royalty rate set forth in subparagraph 2.1.3 (and not the actual royalty rate contained in the relevant synchronization license).

2.1.4.3 The sum of the Initial Audio Royalty Calculation and the Initial AV Royalty Calculation shall be deemed the "Interim Product Cap". To the extent the Interim Product Cap exceeds the Product Cap (such difference, the "Excess Royalty Amount"), the aggregate synchronization royalties attributable to the AV Portion shall be reduced by an amount equal to the Excess Royalty Amount (i.e., so that the Product Cap is not exceeded). Such reduction shall be achieved by reducing the synchronization royalty rates otherwise payable pursuant to paragraph 2.1.3 on a pro rata basis, as follows. The synchronization royalty rates set forth in paragraph 2.1.3. above shall be prorated by a fraction, the numerator of which shall be the Product Cap less the Initial Audio Royalty Calculation, and the denominator of which shall be the Initial AV Royalty Calculation. Such prorated rates shall hereinafter be referred to as the "Reduced BMGMP Synch Rates," and the Reduced BMGMP Synch Rates shall be the actual amounts payable by SONY BMG in respect of the audiovisual uses of the BMGMP Compositions included on the applicable Dual Disc Product. For the avoidance of doubt, any difference between the actual amount payable to any third-party publisher for the use of musical compositions on the AV Portion of a Dual Disc Product pursuant to any relevant synchronization license, and the amount allocated to such party as a result of the *pro rata* reduction described in the preceding sentence, shall be paid by SONY BMG in addition to the Product Cap, and any such difference shall not be applied in further reduction of the amounts otherwise payable to BMGMP hereunder.

2.1.4.4 Notwithstanding anything contained herein to the contrary, in the event that the sub-distributor price for the Dual Disc Product version of the audio-only CD concerned exceeds the standard top-line sub-distributor price for the initial release of the audio-only CDs applicable to the majority of SONY BMG's active-roster artists (other than SONY BMG's "developing artist" series), then both the New Digital Media Audio Cap and the Product Cap shall be increased by the amount equal to the percentage increase of the higher sub-distributor price for the Dual Disc Product relative to the standard top-line subdistributor price for the initial release of the audio-only CD applicable to the majority of SONY BMG's active-roster artists (other than SONY BMG's "developing artist" series). Notwithstanding anything to the contrary in the preceding sentence, should the sub-distributor price for the Dual Disc Product version of the audio-only CD concerned fall below the standard top-line sub-distributor price for the initial release of the audio-only CDs applicable to the majority of SONY BMG's active-roster

artists (other than SONY BMG's "developing artist" series), then the New Digital Media Product Audio Cap shall be calculated as though the release was at the full standard top-line sub-distributor price for the initial release of the audio-only CDs applicable to the majority of SONY BMG's active-roster artists (other than SONY BMG's "developing artist" series). Where applicable, the New Digital Media Audio Cap and the Product Cap may also be increased by the Stat Rate Uplift Amount (see definition 1.19, above).

2.1.5 Notwithstanding anything to contrary contained herein, SONY BMG shall pay to BMGMP the Audio-Related Royalty and, where applicable, the AV-Related Royalty, for each Dual Disc Product embodying Relevant SONY BMG Master(s) that is distributed and not returned, giving effect to any applicable "controlled composition" clause, provided, however that notwithstanding any applicable "controlled composition" clause language to the contrary, the AV-Related Royalty shall be calculated on the basis of one hundred percent (100%) of gross sales, less returns, credits, and reserves against anticipated returns and credits.

2.1.6 Except as otherwise set forth in this Agreement, the royalties described in this subparagraph 2.1 shall supersede any and all rates otherwise applicable to Dual Disc Products, and the methodology for rate calculation set out herein shall not be compromised, limited or affected in any way except by a written document executed by BMGMP and SONY BMG.

2.1.7 It is of the essence of this Agreement that SONY BMG pay all applicable royalties in a timely manner.

2.2 **Multi-Session Audio Products.**

2.2.1 ***Agreement to Issue Licenses.*** BMGMP 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 BMGMP Compositions as embodied in Relevant SONY BMG Masters contained on Multi-Session Audio Products created by SONY BMG. 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).

2.2.2 ***Audio-Related Royalty.*** With respect to any exploitation of a Multi-Session Audio Product occurring during any part of the Multi-Session Audio Product Term, or during the Sell Off Period (defined in paragraph 7 below), SONY BMG will pay BMGMP the Audio-Related Royalty for the audio-only uses of BMGMP Compositions embodied in Relevant SONY BMG Masters contained on the Standard Audio Side of Multi-Session Audio Products. BMGMP shall not assert a claim to mechanical royalties for audio-only uses of BMGMP Compositions embodied in Relevant SONY BMG Masters contained on the Second Session of Multi-Session Audio Products. Notwithstanding anything contained herein to the contrary, in the event that the sub-distributor price for the Multi-Session Audio Product version of the audio-only CD concerned exceeds the standard top-line sub-distributor price for the initial release of the audio-only CDs applicable to the majority of SONY BMG's active-roster artists (other than SONY BMG's "developing artist" series), then the New Digital Media Audio Cap shall be increased by the amount equal to the percentage increase of the higher sub-distributor price for the Multi-Session Audio Product relative to the standard top-line subdistributor price for the initial release of the audio-only CD applicable to the majority of SONY BMG's active-roster artists (other than SONY BMG's "developing artist" series). In the event that the top-line sub-distributor price for the Multi-Session Audio Product version of the audio-only CD concerned is

less than the top-line sub-distributor price for the Comparable Standard CD, then the New Digital Media Audio Cap shall be calculated on the basis of the top-line sub-distributor price for the Comparable Standard CD. Where applicable, the New Digital Media Audio Cap may also be increased by the Stat Rate Uplift Amount (see definition 1.19, above).

2.2.3. ***AV-Related Royalty.*** If an optical disc embodies any audiovisual content, the disc shall be considered a Dual Disc Product for the purpose of calculating the royalties to be paid to BMGMP pursuant to any license covering the use of Relevant BMG Masters on such disc, and subparagraph 2.1 will apply, except as provided in subparagraph 1.6.

2.2.4 ***Lyrics.*** To the extent a SONY BMG wants to offer the user of a Multi-Session Audio Product the ability to electronically display the lyrics, either separate and apart from, or at the same time as the user accesses, the audio and/or audiovisual content on the Multi-Session Audio Product, SONY BMG shall separately license from BMGMP the display rights for the lyrics concerned, it being acknowledged and understood that BMGMP has not agreed to license any display rights hereunder.

2.2.5 Notwithstanding anything to contrary contained herein, SONY BMG shall pay to BMGMP the Audio-Related Royalty for each Multi-Session Audio Product embodying Relevant SONY BMG Master(s) that is distributed and not returned, giving effect to any applicable "controlled composition" clause.

2.2.6 Except as otherwise set forth in this Agreement, the royalties described in this subparagraph 2.2 shall supersede any and all rates otherwise applicable to Multi-Session Audio Products, and the methodology for rate calculation set out herein shall not be compromised, limited or affected in any way except by a written document executed by BMGMP and SONY BMG.

2.3 **Locked Content Products**

2.3.1 ***Agreement to Issue Licenses.*** BMGMP 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 BMGMP Compositions as embodied in Relevant SONY BMG Masters contained on Locked Content Products created by SONY BMG on the terms provided herein. 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.

2.3.2 ***Audio-Related Royalty.*** With respect to any exploitation of a Locked Content Product occurring during the Locked Content Product Term (and any unlocking by a consumer of a Locked Content Product sold on or before December 31, 2006 which occurs after the expiration of the Locked Content Term), SONY BMG will pay BMGMP the Audio-Related Royalty, subject to paragraph 1.1 above and further subject to the next sentence. For purposes of calculating the Audio-Related Royalty for Locked Content Products, in accordance with 17 U.S.C. Section 115, SONY BMG shall not apply a Standard Audio Cap in respect of any Locked Content Product embodying SONY BMG Masters created pursuant to a recording agreement or an amendment entered into after June 22, 1995 where the Relevant BMGMP Compositions were controlled compositions subject to such agreement. (For the avoidance of doubt, SONY

PB JPS

BMG shall accrue Audio-Related Royalties for individual recordings unlocked from the Locked Content Product as though such unlocked individual recordings from the Locked Content Product were single, separate session audio recordings; for example, in calculating such Audio-Related Royalties, SONY BMG shall not add the number of musical works "unlocked" to the number of musical works previously accessible in calculating any applicable "cap", and if the consumer unlocks an album, the "cap" shall apply to the musical works contained on the unlocked album, independent to the application of any "cap" to the remainder of the Locked Content Product.) SONY BMG shall pay BMGMP the Audio-Related Royalty when 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. SONY BMG agrees that in the event that any other financial consideration is directly attributable to the locked content (e.g. fixed fees for bundled content), such financial consideration shall be reasonably apportioned. Notwithstanding the foregoing, BMGMP shall not assert a claim to mechanical royalties with respect to three or fewer "free" plays by a consumer, during a limited time period, of a Trial Locked Content Product.

2.3.3 ***Lyrics.*** To the extent a SONY BMG wants to offer the user of a Locked Content Product the ability to electronically display the lyrics, either separate and apart from, or at the same time as the user accesses, the audio and/or audiovisual content on the Locked Content Product, SONY BMG shall separately license from BMGMP the display rights for the lyrics concerned, it being acknowledged and understood that BMGMP has not agreed to license any display rights hereunder.

2.3.4 Notwithstanding anything to contrary contained herein, SONY BMG shall pay to BMGMP the Audio-Related Royalty for each Locked Content Product embodying Relevant SONY BMG Master(s) that is distributed; there shall be no "free," "bonus," or "promotional" goods, other than Trial Locked Content Products.

2.3.5 Except as otherwise set forth in this Agreement, the royalties described in this subparagraph 2.3 shall supersede any and all rates otherwise applicable to Locked Content Products, and the methodology for rate calculation set out herein shall not be compromised, limited or affected in any way except by a written document executed by BMGMP and SONY BMG.

2.4 **Telecommunication Personalization Products.**

2.4.1 ***Agreement to Issue Licenses.*** Subject to subparagraph 2.4.2.1 below, BMGMP 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 BMGMP Compositions on the terms provided hereunder. This Agreement does not cover any performance rights (except as specifically provided for herein), synchronization rights, print or karaoke rights, or, without BMGMP'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; provided, however that the license granted pursuant to this paragraph 2.4 shall not include the right to include the BMGPG Composition concerned in a commercial advertisement for any such wireless device or service). For the avoidance of doubt, Telecommunication Personalization Products containing Relevant BMGMP

JPS .9(1)

PB

JBS

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 BMGMP.

2.4.2 *Licensing Methodology.*

2.4.2.1 (a) BMGMP retains the sole and exclusive right to license (or, subject to the terms hereof, to refrain from licensing) any use of a Relevant BMGMP Composition (and/or any other BMGMP 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 BMGMP Compositions embodied in Telecommunication Personalization Products, with and subject to BMGMP'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 "BMGMP Rates"). For exploitations in the United States, SONY BMG shall be appointed as BMGMP's agent for the sole purpose of licensing to a Service the right to exploit Relevant BMGMP Compositions embodied in SONY BMG Masters as Telecommunication Personalization Products in the United States only. For exploitations in Canada, you shall cause CMRRA to issue a license for each Service to sell, distribute and otherwise exploit Relevant BMGMP Compositions embodied in SONY BMG Masters as Telecommunication Personalization Products in Canada. Each Service exploiting in the United States the Relevant BMGMP Compositions embodied in SONY BMG Masters shall in each case be subject to BMGMP's advance approval and any license granted shall be subject to the BMGMP Rates. Each Service exploiting in Canada the Relevant BMGMP Compositions embodied in SONY BMG Masters shall in each case be subject to the BMGMP Rates.

(b) BMGMP (x) has pre-approved SONY BMG to act as BMGMP's agent for the sole purpose of licensing to the Services listed on Schedule B annexed hereto the right to exploit Relevant BMGMP Compositions embodied in Telecommunication Personalization Products in the United States only; (y) shall cause CMRRA to issue licenses to the Services listed on Schedule B annexed hereto for the right to exploit Relevant BMGMP Compositions embodied in Telecommunication Personalization Products in Canada, and (z) SONY BMG's direct exploitations of Relevant BMGMP Compositions embodied in SONY BMG Masters and exploited as Telecommunication Personalization Products as set forth on Schedule B1 annexed hereto, subject to the BMGMP Rates. Nevertheless, in the event that any Service (including those Services listed on Schedule B) wishes to deal directly with BMGMP, it may seek a license directly from BMGMP. Notwithstanding the preceding sentence, during the Telecommunication Personalization Product Term, (i) BMGMP shall not solicit direct licenses from the Services listed on Schedule B in connection with Telecommunication Personalization Products, unless the term of the relevant agreement between such Service and SONY BMG has otherwise expired or been terminated and BMGMP thereafter has provided SONY BMG with prior written notice of its intention to solicit, (ii) BMGMP is prepared to have SONY BMG act as its agent for the sole purpose of licensing to those Services the right to exploit Relevant BMGMP Compositions embodied in SONY BMG Masters and exploited as Telecommunication Personalization Products, subject to the terms and conditions of this Agreement; and (iii) with respect to any Service that is either currently accounting directly to BMGMP for exploitations of Telecommunication Personalization Products, that is listed on Schedule C, or that is actively negotiating with BMGMP to directly account to BMGMP for exploitations of Telecommunication Personalization Products, BMGMP shall have the option, exercisable by written notice to SONY BMG prior to the exploitation by such Service of any Telecommunications Personalization Products embodying BMGMP Compositions in SONY BMG Masters, to have such Service

JPS 9(1)
PB
JPS

account directly to BMGMP for such exploitations of Telecommunication Personalization Products (in which case, for the avoidance of doubt, SONY BMG shall have no obligation to pay BMGMP royalties for any such exploitations, other than as may be contemplated pursuant to section 2.4.3.4 below), provided, however, that in respect of any Service with which BMGMP is negotiating for direct accountings, if, as of the date that SONY BMG begins to offer Telecommunication Personalization Products embodying BMGMP Compositions in SONY BMG Masters to such Service for exploitation, such negotiations have not concluded in an agreement that such Service directly account to BMGMP, such Service nonetheless shall be deemed licensed pursuant to this agreement in accordance with the terms and conditions hereof, and SONY BMG shall account to BMGMP in respect of any such exploitations of Telecommunication Personalization Products embodying BMGMP Compositions until such time as the agreement being negotiated has been concluded.

(c) Notwithstanding anything to the contrary contained herein or in any license between SONY BMG and a Service (including those Services listed on Schedule B annexed hereto) entered into prior to or during the Telecommunication Personalization Product Term, BMGMP shall have the sole and exclusive right (upon the terms set out herein, including the BMGMP Rates) to license to the Services listed on Schedule C annexed hereto the right to exploit Relevant BMGMP Compositions embodied in SONY BMG Masters and exploited as Telecommunication Personalization Products. If BMGMP fails to secure or conclude a license with any Service identified on Schedule C for the exploitation of Telecommunication Personalization Products embodying BMGMP Compositions when such Service launches with SONY BMG Masters, then such Service shall be deemed licensed hereunder until such time as a license between BMGMP and such Service is completed. The parties hereby acknowledge that SONY BMG has agreements in place with a number of the entities identified on Schedule C, and that some reasonable period of time may be required in order for SONY BMG to restructure its arrangements with such Services to accommodate BMGMP's right to license such Services directly.

(d) (i) BMGMP agrees that, upon receipt of written notice from SONY BMG, it shall cause any applicable licensee to remove any ringback tone or ringtone that features a master recording that is substantially similar, in each parties reasonable judgment, to any Relevant SONY BMG Master (i.e., a "soundalike"). Notwithstanding the foregoing, BMGMP may exploit, or issue a license to exploit, any BMGMP Composition embodied in any sound recording released on phonorecords through traditional, normal retail channels.

(ii) SONY BMG shall meaningfully consult with BMGMP from time to time regarding (X) the names of those third party Services that SONY BMG reasonably believes are likely to enter into an agreement with SONY BMG for the right to exploit Relevant BMGMP Compositions embodied in Telecommunication Personalization Products, and (Y) the principal terms of any proposed license to a third party Service that SONY BMG believes is reasonably likely to be finalized or executed promptly thereafter with SONY BMG for the sole purpose of licensing to such Service the right to exploit Relevant BMGMP Compositions embodied in Telecommunication Personalization Products, and shall forward to BMGMP complete, unredacted copies of its agreements with applicable Services (including any applicable existing agreements) promptly following the complete execution of the same.

2.4.2.2 BMGMP and SONY BMG agree that the only royalties and licensing methodology applicable to any exploitation, during any part of the Telecommunication Personalization Product Term and in the Territory, of a Relevant BMGMP Composition, as

PB JPS

embodied in a Relevant SONY BMG Master, in connection with a Telecommunication Personalization Product, shall be the Rates and methodology described herein, and such rates shall apply to any and all licenses contemplated in subparagraph 2.4.2.1 above. During the Telecommunication Personalization Product Term, such 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 SONY BMG and BMGMP after the Effective Date.

2.4.2.3. (a) In connection with any license to a Service, unless otherwise agreed between BMGMP and SONY BMG, the Service shall account directly (the "Direct Accounting"), and pay royalties equal to the rates set forth in subparagraph 2.4.3 below directly to BMGMP in connection with all uses of the Relevant BMGMP Compositions, as a third party beneficiary of any such agreement. Such accountings and payment shall occur at the same time as accountings are rendered to SONY BMG by the Service. For the avoidance of doubt, in the event that SONY BMG receives an advance from any Service for use of the Relevant SONY BMG Masters, SONY BMG shall cause BMGMP to be paid royalties hereunder without regard to any recoupment of such advance. SONY BMG shall have no liability for any failure of a Service to account directly to BMGMP, or for any inaccurate accounting by a Service to BMGMP (but nothing herein shall limit or otherwise impair in any way BMGMP's right to pursue all available remedies directly against the Service as a result of the Service's failure to account directly to BMGMP or for any inaccurate accounting by the Service to BMGMP).

(b) If either (x) the Service is incapable of making the Direct Accounting and/or (y) notwithstanding SONY BMG's reasonable business efforts to provide for the Direct Accounting, the Service refuses to consummate an agreement with SONY BMG because of its reluctance to perform the Direct Accounting subject to the terms hereof, then SONY BMG is hereby appointed as BMGMP's agent, for the sole purpose of entering into a license with such Service, in the manner contemplated in the third sentence of subparagraph 2.4.2.1 of the Agreement (the "Substituted Agent License") provided that with respect only to the Substituted Agent License, the Service shall be permitted to account only pursuant to Modified Direct Accounting. "Modified Direct Accounting" means that SONY BMG must within forty-five (45) days following the end of each calendar quarter (i.e., March 31, June 30, September 30 and December 31), render to BMGMP (i) an accounting statement reflecting sales of Relevant Publisher Compositions by such Service which have been reported to SONY BMG at least 30 days prior to the end of the quarter, in a segregated section of the statement accompanied by (ii) payment to BMGMP of all amounts owing to BMGMP (irrespective of any advances such Service may have paid to SONY BMG), pursuant to these terms, in connection with the exploitations covered by such accounting statements. BMGMP shall have the right to participate in any audit, jointly audit, or to cause SONY BMG to commence an audit, of the Service conducted by SONY BMG, provided that in the event there is a joint audit or an audit in which BMGMP is otherwise permitted to participate, the parties shall negotiate in good faith in respect of selecting an appropriate auditor, determining the scope of work and allocating payment of any auditor fees in connection with such audit. Without limiting the preceding sentence, in the event that a decision is made to audit a Service, BMGMP shall have the right to separately engage the mutually agreed-upon auditor to audit such Service on BMGMP's behalf and to prepare a separate report with respect to BMGMP's royalties, provided that BMGMP is separately billed by and pays such auditor directly for such services. SONY BMG will use reasonable business efforts to arrange for a direct audit right for BMGMP against the Service, and SONY BMG shall notify BMGMP in the event that SONY BMG elects to commence an audit

in respect of any Service or a third party causes SONY BMG to commence an audit. For the avoidance of doubt, in the event that any service or licensee fails to account to or pay SONY BMG for royalties pursuant to any Modified Direct Accounting, BMGMP shall have the right to direct SONY BMG to take, and SONY BMG shall promptly thereafter take, such action as may be reasonable and necessary for SONY BMG to enforce BMGMP's rights to receive an accounting and/or payment, as if SONY BMG were enforcing SONY BMG's own rights.

2.4.2.4 The rates set out in subparagraph 2.4.3 below are not inclusive of any amount payable in respect of the public performance of the Relevant BMGMP Compositions. Notwithstanding anything to the contrary contained herein, SONY BMG shall have the option, exercisable at any point during the Telecommunication Personalization Product Term, on behalf of itself with respect to direct distributions of TPP Products by SONY BMG and as BMGMP's agent with respect to the Services in accordance with subparagraph 2.4.2.1 above (a) to secure directly from BMGMP in the United States and from the applicable performing rights organization (a "PRO") in Canada, a license to publicly perform (or to communicate to the public by telecommunication) any Relevant BMGMP Composition embodied in a Telecommunication Personalization Product solely in connection with the license granted in accordance with subparagraph 2.4.1 above; provided, however, that in no event shall SONY BMG be required to pay you (for exploitations in the United States) or to the combination of CMRRA and the PRO (for exploitations in Canada) an aggregate royalty in excess of one hundred and fifteen percent (115%) of the applicable royalty payable to BMGMP pursuant to subparagraph 2.4.3 below for any such Telecommunication Personalization Product concerned (the "All-In Royalty"). (For the avoidance of doubt, in the event that SONY BMG elects to secure a public performance license as set for the above for exploitation of any Telecommunication Personalization Product in the United States, Sony BMG or any Service licensed by Sony BMG shall do so only by directly licensing those rights from BMGMP and not through any applicable United States public performance society.) In the event that the aggregate royalties payable by SONY BMG in respect of any Telecommunication Personalization Product in respect of exploitations in Canada, inclusive of any royalties payable to a PRO for a public performance or communication to the public right, exceed the All-In Royalty, then (x) SONY BMG shall notify you accordingly and provide evidence demonstrating such excess payment obligation or overpayment, and BMGMP shall cause CMRRA to issue a reduced rate mechanical license so that the aggregate royalties do not exceed the All-In Royalty; or (y) SONY BMG shall have the right to reduce the royalties otherwise payable to BMGMP hereunder by an amount equal to the excess of the aggregate royalties actually payable in respect of each such Telecommunication Personalization Product (less any portion of such rate paid directly by the PRO in Canada to the writer concerned) over the All-In Rate. In addition, with respect to any exploitations in Canada of Telecommunication Personalization Products during the Telecommunications Personalization Product Term for which SONY BMG is required to pay more than the All-In Royalty, BMGMP shall remit to SONY BMG promptly following SONY BMG's request therefor an amount equal to any such excess paid by SONY BMG.

2.4.3 *Royalties.*

2.4.3.1 *"Retail Price."* Other than as provided in subparagraph 2.4.3.2 through 2.4.3.5 below, whenever (a) SONY BMG enters into an agreement with a Service, as BMGMP's agent, for the reproduction and distribution of SONY BMG Masters, including Relevant SONY BMG Masters, in Telecommunication Personalization Products (a "Service Distribution"), or (b) BMGMP directly enters into a license with a Service for the reproduction and distribution of Relevant BMGMP Compositions in Telecommunication Personalization Products, and SONY BMG enters into

JPS

an agreement with that same Service for the use of Relevant SONY BMG Masters (a "Service Distribution"), or (c) SONY BMG itself reproduces and distributes SONY BMG Masters, including Relevant SONY BMG Masters, in Telecommunication Personalization Products (a "Direct Distribution"), BMGMP will, to the extent of its interests, during each applicable accounting period, be paid a royalty equal to the greatest of:

(x) ten percent (10%) of the retail selling price paid or payable by the consumer (or credited in any way to SONY BMG or a Service) on a per tone basis (the "Retail Price") for each Telecommunication Personalization Product embodying a Relevant SONY BMG Composition transmitted or otherwise distributed, subject, where applicable, to subparagraph 2.4.3.2 below ("Effective Retail Price"), provided, however, that BMGMP and SONY BMG shall each be paid on the basis of the same Retail Price, or Effective Retail Price, as the case may be, for the purpose of this calculation; or

(y) twenty percent (20%) of SONY BMG's BMGMP TPP Receipts (defined below) in the case of a Service Distribution, or ten percent (10%) of SONY BMG's BMGMP TPP Receipts in the case of a Direct Distribution; or

(z) a "floor" (i.e., minimum payment) of ten (U.S.) cents ($.10) per Telecommunication Personalization Product transmitted or otherwise distributed, provided however, that for any Telecommunication Personalization Product that has a Retail Price, or an Effective Retail Price, as applicable, of greater than one (U.S.) dollar ($1.00), the "floor" shall be raised to twelve and one half (U.S.) cents ($.125) per Telecommunication Personalization Product transmitted or otherwise distributed.

SONY BMG's BMGMP TPP Receipts shall mean all amounts paid, payable, or credited in any way, to SONY BMG (or any entity acting on its behalf), irrespective of any unrecouped advances previously paid to SONY BMG, by (a) the Service or any other entity (in the case of a Service Distribution) (inclusive of all amounts paid or payable directly by such Service to publishers) in connection with any agreement described in the first sentence of this subparagraph 2.4.3.1, or (b) consumers (in the case of a Direct Distribution), in respect of Telecommunication Personalization Products embodying Relevant SONY BMG Masters transmitted or otherwise distributed during the period.

2.4.3.2 ***"Effective Retail Price."*** Whenever (a) a Service (in the case of a Service Distribution), or SONY BMG (in the case of a Direct Distribution), distributes Telecommunication Personalization Products in a "bundled" manner (e.g., by selling, transmitting or otherwise distributing two or more Telecommunication Personalization Products as a "2 for 1" offering; by selling, transmitting or otherwise distributing one or more Telecommunication Personalization Products together with some other product (such as an item of wallpaper, or "units" of cell phone air time) as a "package;" or by selling, transmitting or otherwise distributing two different types of Telecommunication Personalization Products together as a "package"); and/or (b) a Service allocates to SONY BMG (or any entity acting on SONY BMG's behalf) a portion of revenue in connection with the acquisition of or access to Telecommunication Personalization Products in addition to, or in lieu of, a payment or a credit for each Telecommunication Personalization Product transmitted or otherwise distributed (e.g., a monthly subscription fee), and that is not directly tied to the sale of a particular Telecommunication Personalization Product; and/or (c) SONY BMG (or any entity acting on its behalf) receives revenue in connection with the acquisition of or access to Telecommunication Personalization Products in addition to, or in lieu of, a payment or a credit for each Telecommunication Personalization Product transmitted or otherwise distributed (e.g., a monthly subscription fee), and that is not directly tied to the sale of a particular Telecommunication

JPS

Personalization Product, the "Retail Price" as provided in subparagraph 2.4.3.1 shall be equal to the "Effective Retail Price." The "Effective Retail Price" shall be determined by allocating all amounts payable by the consumer or subscriber for the product package (including, where applicable, any subscription or other payments) to the packaged products in accordance with the ratios that the a la carte retail prices of the individual elements which comprise the package bear to each other, provided, however, that when SONY BMG directly exploits Telecommunication Personalization Products pursuant to subparagraph 2.4.3.5 below, the ratios of the a la carte retail prices for the individual elements used by SONY BMG shall be consistent with the ratios that the a la carte retail prices of the individual elements which comprise the package, set by comparable Services, bear to each other. For example, if a consumer or subscriber is charged a five (U.S.) dollar monthly fee, and one item of wallpaper, one Master Ringtone, and one Master Ringback are transmitted or otherwise distributed to the consumer or subscriber during that period subject to the subscription, and the ala carte retail prices for the individual elements are $1.00, $2.00 and $2.50, respectively, then the Retail Prices for the Master Ringback and Master Ringtone as embodied in the package shall be computed as follows:

Wallpaper = x; Master Ringtone = 2x; Master Ringback = 2.5x
5.00 = x + 2x + 2.5x:

The Effective Retail Price of the Wallpaper as embodied in the package would be $.90, the Effective Retail Price of the Master Ringtone as embodied in the package would be $1.80, and the Effective Retail Price of Master Ringback as embodied in the package would be $2.25. In the event the Service has never sold particular Telecommunication Personalization Products on an a la carte basis, then the Effective Retail Price shall be determined by allocating all amounts payable by the consumer or subscriber for the product package to the packaged products in accordance with the ratios that the a la carte retail prices of the individual elements which comprise the package, set by comparable Services, bear to each other.

2.4.3.3 ***"Hybrid" and Other Fee Structures – SONY BMG as BMGMP's Agent.*** In the event that SONY BMG enters into an agreement with a Service, as BMGMP's agent, for the reproduction and distribution of SONY BMG Masters, including Relevant SONY BMG Masters, in Telecommunication Personalization Products, whereby SONY BMG (or any entity acting on its behalf) (a) receives both a royalty for each Telecommunication Personalization Product transmitted or otherwise distributed, and any other revenue in connection with the acquisition of or access to Telecommunication Personalization Products in addition to a royalty for each SONY BMG Master transmitted or otherwise distributed (e.g., a portion of a monthly subscription fee) (a "Hybrid Fee"), or (b) does not receive a royalty for each SONY BMG Master transmitted or otherwise distributed, and receives only a portion of a monthly subscription fee or other revenue paid to the Service (or to some other entity) and that is not directly tied to the sale of a particular SONY BMG Master, then BMGMP will, during each applicable accounting period, receive the greatest of (x) ten percent (10%) of the Effective Retail Price for each individual Telecommunication Personalization Product embodying a Relevant SONY BMG Master transmitted or otherwise distributed, or (y) BMGMP's pro rata share of the Publishing Revenue Pool (defined below), such share to be based on a ratio whose numerator is the sum of BMGMP's percentage shares of the licensed musical compositions embodied in Relevant SONY BMG Masters transmitted or otherwise distributed during such accounting period pursuant to such agreement, and whose denominator is the total number of musical compositions embodied in SONY BMG Masters subject to such agreement transmitted or otherwise distributed during such accounting period, or (z) the so-called "floor" of ten (U.S.) cents ($.10) per Telecommunication Personalization Product transmitted or otherwise distributed, provided however, that for any Telecommunication Personalization Product that has a Retail Price, or Effective Retail Price, where applicable, of greater than one (U.S.) dollar ($1.00), the "floor" shall be raised to twelve and one half (U.S.) cents ($.125) per Telecommunication Personalization Product transmitted or otherwise

distributed. The "Publishing Revenue Pool" shall mean an amount equal to twenty-five percent (25%) of all amounts paid or payable by the Service (inclusive of all amounts paid or payable directly by such Service to publishers) to SONY BMG (or any entity acting on SONY BMG's behalf) that are allocable to Telecommunication Personalization Products (such allocation to be made in accordance with the formula contained in subparagraph 2.4.3.2 above), during the applicable accounting period, in connection with any agreement described in the first sentence of this subparagraph.

2.4.3.4 ***"Hybrid" and Other Fee Structures – Direct License By BMGMP.*** In the event that BMGMP directly enters into a license with a Service for the reproduction and distribution of Relevant BMGMP Compositions in Telecommunication Personalization Products, and SONY BMG enters into an agreement with that same Service for the use of Relevant SONY BMG Masters pursuant to which SONY BMG (or any entity acting on SONY BMG's behalf) (a) receives both a royalty for each Telecommunication Personalization Product transmitted or otherwise distributed, and any other revenue in connection with the acquisition of or access to Telecommunication Personalization Products in addition to a royalty for each SONY BMG Master transmitted or otherwise distributed (e.g., a portion of a monthly subscription fee) (a "Hybrid Fee"), or (b) does not receive a royalty for each SONY BMG Master transmitted or otherwise distributed, and receives only a portion of a monthly subscription fee or other revenue paid to the Service (or to some other entity) and that is not directly tied to the sale of a particular SONY BMG Master, then BMGMP will, during each applicable accounting period, receive the greatest of (x) ten percent (10%) of the Effective Retail Price for each individual Telecommunication Personalization Product embodying a Relevant SONY BMG Master transmitted or otherwise distributed, or (y) BMGMP's pro rata share of the Combined Publishing Revenue Pool (defined below), such share to be based on a ratio whose numerator is the sum of BMGMP's percentage shares of the licensed musical compositions embodied in SONY BMG Masters transmitted or otherwise distributed during such accounting period pursuant to SONY BMG's agreement with the Service, and whose denominator is the total number of musical compositions subject to such agreement transmitted or otherwise distributed during such accounting period, or (z) the so-called "floor" of ten (U.S.) cents ($.10) per Telecommunication Personalization Product transmitted or otherwise distributed, provided however, for any Telecommunication Personalization Product that has a Retail Price, or Effective Retail Price, where applicable, of greater than one (U.S.) dollar ($1.00), the "floor" shall be raised to twelve and one half (U.S.) cents ($.125) per Telecommunication Personalization Product transmitted or otherwise distributed. The "Combined Publishing Revenue Pool" shall mean an amount equal to twenty-five percent (25%) of all amounts paid or payable by the Service (inclusive of all amounts paid or payable directly by such Service to publishers) to SONY BMG (or any entity acting on SONY BMG's behalf) and to BMGMP, collectively, that are allocable to Telecommunication Personalization Products (such allocation to be made in accordance with the formula contained in subparagraph 2.4.3.2 above), during the applicable accounting period, in connection with SONY BMG's agreement with the Service and BMGMP's license with the same Service, as described in the first sentence of this subparagraph. During each applicable accounting period, BMGMP shall promptly provide SONY BMG with the amount of publishing revenue received by BMGMP pursuant to such direct license described above for the purpose of enabling SONY BMG to make the foregoing calculation.

2.4.3.5 ***"Hybrid" and Other Fee Structures – Direct Distribution by SONY BMG.*** In the event that SONY BMG itself reproduces and distributes SONY BMG Masters, including Relevant SONY BMG Masters, in Master Ringtones such that it (or any entity acting on its behalf) (a) receives both a royalty for each Master Ringtone transmitted or otherwise distributed, and any other revenue in connection with the acquisition of or access to Master Ringtones in addition to a royalty for each SONY BMG Master transmitted or otherwise distributed (e.g., a portion of a monthly subscription fee), or (b) does not receive a royalty for each SONY BMG Master transmitted or otherwise distributed, and receives only a portion of a monthly subscription fee or other revenue paid

JPS

to the Service (or to some other entity) and that is not directly tied to the sale of a particular SONY BMG Master, then BMGMP will, during each applicable accounting period, receive the greater of (x) ten percent (10%) of the Effective Retail Price for each Master Ringtone embodying a Relevant SONY BMG Master transmitted or otherwise distributed, or (y) the average per-tone royalty paid to BMGMP for comparable Master Ringtones sold under comparable hybrid or subscription-revenue-sharing fee structures, as applicable, for each Master Ringtone embodying a Relevant SONY BMG Master transmitted or otherwise distributed, or (z) a "floor" (i.e., minimum payment) of ten (U.S.) cents ($.10) per Master Ringtone transmitted or otherwise distributed, provided however, that for any Master Ringtone that has a Retail Price, or Effective Retail Price, where applicable, of greater than one (U.S.) dollar ($1.00), the "floor" shall be raised to twelve and one half (U.S.) cents ($.125) per Master Ringtone transmitted or otherwise distributed.

2.4.3.6 (a) Without limitation, SONY BMG (and/or any applicable Service) must obtain licenses hereunder in respect of all uses in the Territory of Relevant BMGMP Compositions embodied in Relevant SONY BMG Masters in connection with Telecommunication Personalization Products including, without limitation, in respect of Telecommunication Personalization Products licensed by SONY BMG prior to the Effective Date hereof.

(b) Notwithstanding anything to the contrary set forth herein, in respect of Relevant BMGMP Compositions embodied in Relevant SONY BMG Masters and exploited as Telecommunication Personalization Products on or after October 1, 2004, SONY BMG shall account and pay BMGMP in accordance with the terms of this Agreement. In addition, in the event that, following an audit by BMGMP pursuant to which it is conclusively determined, or the parties otherwise agree, that SONY BMG has underreported sales of Telecommunication Personalization Products occurring prior to October 1, 2004, or that SONY BMG has used an improperly reduced royalty rate as part of its calculation of royalties accruing for sales of Telecommunication Personalization Products occurring prior to October 1, 2004, then SONY BMG shall also pay BMGMP in respect of such underreported or incorrectly calculated sales royalties calculated in accordance with this section 2.4.3.

(c) For the avoidance of doubt, (i) SONY BMG shall promptly furnish BMGMP with back accountings, and BMGMP shall have the right to audit any accountings, for sales of Telecommunication Personalization Products occurring prior to October 1, 2004 ("Pre-10/04 Sales"); (ii) the applicable royalty rate payable for Pre-10/04 Sales of Telecommunication Personalization Products in the United States shall be either (A) eight and one half cents ($.085 USD) per Telecommunication Personalization Product sold (the "Pre-10/04 Sales Rate") , or (B) such other rate as may be applicable pursuant to any other license secured by SONY BMG, including without limitation, the rate set forth in any "controlled composition" clause (subject to the following sentence); and (iii) BMGMP acknowledges and agrees that it shall not assert a claim against SONY BMG that prior exploitations of BMGMP Compositions in the form of Telecommunication Personalization Products pre-dating this agreement, including for any Pre-10/04 Sales, were not properly licensed. Notwithstanding anything to the contrary set forth in clause (ii)(B) of the preceding sentence, with respect to Pre-10/04 Sales, (x) SONY BMG shall apply the Pre-10/04 Sales Rate (i.e. eight and one half cents ($.085 USD)) in lieu of any contrary rate found in a "controlled composition" clause embodied in a recording agreement executed on or after June 22, 1995, and (y) SONY BMG shall apply the rate set forth in paragraphs 2.4.3.1 through 2.4.3.5, as applicable, for any BMGMP Composition not previously coded into the SONY BMG royalty system as of the date this agreement is executed, in lieu of any other rate. SONY BMG shall promptly provide BMGMP with an accounting for all exploitations of BMGMP Compositions embodied in SONY BMG Masters and distributed as Telecommunication Personalization Products prior to January 1, 2005, but in no

event later than June 15, 2005, subject to BMGMP timely furnishing SONY BMG with any relevant publishing "splits" or other information requested by SONY BMG necessary to complete such accounting.

2.4.3.7 Other than as specifically provided for in the calculation of Effective Retail Price, SONY BMG shall not make any deductions, discounts, allocations, or reductions that in any way diminish the Retail Price, the Effective Retail Price, or any amount paid or payable to BMGMP hereunder. Furthermore, notwithstanding anything herein, SONY BMG shall not benefit in any way, that does not also result in an appropriate financial benefit to BMGMP, by any deductions, discounts, allocations, or reductions made by any other entity that in any way diminish the Retail Price, the Effective Retail Price, or any amount paid or payable to BMGMP hereunder.

2.4.3.8 SONY BMG shall pay to BMGMP the applicable Rate as set forth in this subparagraph 2.4.3 for each Telecommunication Personalization Product embodying Relevant SONY BMG Master(s) that is transmitted or otherwise distributed; there shall be no "free," "bonus," or "promotional" goods unless pre-approved in writing by BMGMP. Notwithstanding the foregoing, SONY BMG may distribute a limited number of Telecommunication Personalization Products to Services solely for use as demonstration products in physical retail outlets, tradeshow demonstrations, or consumer previews at tradeshows (but such demonstration products shall not be sold or otherwise distributed to consumers or subscribers, including, without limitation, by being included on a wireless communications device sold to a consumer), and BMGMP shall not assert a claim to receive royalties for a limited amount of these demonstration products.

2.5 **Digital Video Products.**

2.5.1 ***Agreement to Issue Licenses.*** Subject to these terms, BMGMP 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 BMGMP 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 BMGMP 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, trailer, 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.

JPS

2.5.2 *Licensing Methodology.*

2.5.2.1 (a) BMGMP retains the sole and exclusive right to license (or refrain from licensing) any use of a Relevant BMGMP Composition (and/or any other BMGMP 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 BMGMP Compositions embodied in Digital Video Products, with and subject to BMGMP's advance written approval, and subject to the royalty rates and payment provisions contained in subparagraphs 2.5.3 below. SONY BMG shall also be appointed as BMGMP's agent for the sole purpose of licensing to a Service the right to exploit Relevant BMGMP Compositions embodied in Digital Video Products, with and subject to BMGMP's advance approval, and subject to the royalty rates and payment provisions contained in subparagraphs 2.5.3 below. BMGMP has pre-approved (x) SONY BMG to act as BMGMP's agent in licensing to the Services listed on Schedule D annexed hereto the right to exploit Relevant BMGMP Compositions embodied in Digital Video Products, and (y) SONY BMG's direct exploitations of Relevant BMGMP Compositions embodied in Digital Video Products as set forth on 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 BMGMP, it may seek a license directly from BMGMP. Notwithstanding the preceding sentence, (i) BMGMP shall not solicit direct licenses from the Services listed on Schedule D solely with respect to Digital Video Products, unless the term of the relevant agreement between such Service and SONY BMG has otherwise expired or been terminated and BMGMP thereafter has provided SONY BMG with prior written notice of its intention to solicit, and (ii) BMGMP is prepared to have SONY BMG act as its agent for the sole purpose of licensing to those Services the right to exploit Relevant BMGMP Compositions embodied in Digital Video Products, subject to the terms and conditions of this Agreement.

(b) SONY BMG shall, with respect to Audiovisual Recordings embodied in Digital Video Products, identify to BMGMP as soon as reasonably practicable in advance of, but not later than fifteen (15) days prior to, the release of any such product taking into account the creative process and creative considerations, the titles and a general description of the proposed use, and if available a copy of the Digital Video Product, for any Relevant BMGMP Compositions embodied in any Audiovisual Recording contained thereon, provided that SONY BMG's non-repetitive, inadvertent failure to do so in any instance shall not constitute a breach of this Agreement. BMGMP shall endeavor to obtain any applicable consent from its writer(s) for the use of the Relevant BMGMP Composition in the Audiovisual Recording and shall notify SONY BMG not later than ten (10) days following BMGMP's receipt of the notice concerned. In the event a songwriter denies consent for the proposed use in an Audiovisual Recording, BMGMP shall notify SONY BMG of the same and SONY BMG shall not include or otherwise use any such BMGMP Composition as to which it has received such notice in the Audiovisual Recording concerned as part of any Digital Video Product in contravention of the restriction, following SONY BMG's receipt of such notice. If such BMGMP Composition has been exploited under the terms hereof prior to SONY BMG receiving notice denying songwriter consent, SONY BMG shall cease any further manufacture, distribution or other exploitation of a Digital Video Product embodying such BMGMP Composition, in derogation of such limitation or restriction, promptly following SONY BMG's receipt of such notice, and shall take such other necessary steps as may be reasonably requested by BMGMP in connection therewith.

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 BMGMP 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 BMGMP Compositions as Digital Video Products pursuant to this license.

2.5.2.3 Unless otherwise approved by BMGMP in writing, SONY BMG and/or any Service it licenses shall distribute Exhibition-Only Video Streams and/or Limited Video Downloads embodying BMGMP 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 BMGMP; 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.*

2.5.3.1 It is understood that, due to the fact that SONY BMG is seeking to exploit Digital Video Products via newly developed consumer offerings which have heretofore not been commercially exploited, the parties were unable to set the royalties payable by SONY BMG to BMGMP in respect of SONY BMG's licensing, distribution and sale of Digital Video Products embodying Relevant SONY BMG Masters as of the Effective Date of this Agreement. Nevertheless, the parties agree that they shall negotiate in good faith a royalty rate to be paid by SONY BMG or any Services to BMGMP for each manner of exploitation of Digital Video Products embodying Relevant SONY BMG Masters set forth in subparagraphs 2.5.2.3 and 2.5.2.4 above, provided, however, that (i) the parties' failure to agree to a royalty rate in respect of any exploitation contemplated in subparagraphs 2.5.2.3 and 2.5.2.4 shall not void or otherwise impair the remainder of this Agreement; and (ii) any rate agreed upon by the parties or determined by arbitration in accordance with subparagraph 2.5.3.3 and/or 2.5.3.4 below, or otherwise determined by law, shall be payable retroactive to the first exploitation by SONY BMG pursuant to a license issued in accordance with subparagraph 2.5.1 above. However, notwithstanding anything contained in this subparagraph 2.5.3, in no event shall SONY BMG pay BMGMP less than the Statutory Mechanical Rate (which may be expressed as a percentage of the wholesale price) in respect of the audio use in any EMD Music Video Sale. Nothing contained in the preceding sentence excuses in any way SONY BMG's obligation to pay BMGMP a royalty for the video use in such EMD Music Video Sale, once a rate is agreed upon or determined, and subject to the terms set forth in this subparagraph 2.5. Notwithstanding anything to contrary contained herein, SONY BMG shall pay to BMGMP a royalty for each Digital Video Product embodying Relevant SONY BMG Master(s) that is distributed and not returned; there shall be no "free," "bonus," or "promotional" goods.

PB

JPS

2.5.3.2. Any rate agreed upon by the parties or determined by arbitration in accordance with subparagraph 2.5.3.3 and/or 2.5.3.4 below, or otherwise determined by law, is not inclusive of any amount payable in respect of the public performance of the Relevant BMGMP Composition, unless otherwise agreed by BMGMP and SONY BMG (e.g., in respect of particular Digital Video Products). For the avoidance of doubt, no public performance license is granted herein in connection with Digital Video Products.

2.5.3.3 If six (6) months following the commencement of the Digital Video Product Term, the parties have not yet agreed to a royalty pursuant to subparagraph 2.5.3.1 above, for any of the exploitations by SONY BMG of Digital Video Products embodying Relevant SONY BMG Masters (the "Royalty Rates"), then either party may give the other party written notice ("Notice of Mediation") of its intention to proceed with non-binding mediation pursuant to the remainder of this subparagraph. If, within thirty (30) days following the receipt of the Notice of Mediation, the parties have still not agreed upon the appropriate Royalty Rate(s), then the parties will submit to non-binding mediation the dispute over such Royalty Rate(s). After the expiration of such thirty (30) day period, SONY BMG and BMGMP shall promptly retain a mutually selected mediator with both recorded music and music publishing experience to mediate the Royalty Rate dispute. The party commencing mediation shall propose a list of five (5) mediators, who must be affiliated with a dispute resolution firm. The other party shall designate the mediator from the list or make a counter-proposal, and the commencing party can designate its choice from that list. If the parties cannot agree, then JAMS shall be designated as the dispute resolution firm and shall designate a mediator. Neither party may unreasonably withhold consent to the selection of a mediator. The mediation shall be conducted in New York, New York, unless otherwise mutually agreed by the parties. Within twenty (20) days of the mediator's retention, SONY BMG and BMGMP shall each submit to the mediator in writing their respective positions with respect to the Royalty Rate(s) in dispute, together with any supporting documentation as the parties deem necessary or as the mediator requests. The mediator may also schedule meetings between the parties to the extent deemed necessary. The mediator shall then issue a non-binding recommendation to the parties. If the dispute is not then resolved thirty (30) days after the mediator's recommendation is issued either party may proceed to binding arbitration in accordance with subparagraph 2.5.3.4 below. Nothing submitted or stated in connection with the foregoing mediation including, but not limited to, the mediator's recommendation shall be admissible or used in any manner in connection with the arbitration between the parties. Each of the parties shall bear their own costs and expenses in connection with the mediation. The fees and expenses of the mediator in connection with the procedure set forth above shall be paid by the parties equally. The use of the mediation procedures hereunder will not be construed under the doctrine of laches, waiver or estoppel to affect adversely the rights of either party. Notwithstanding anything contained herein to the contrary, in no event shall the mediation process described in this subparagraph 2.5.3.3 extend beyond a period of six (6) months from the date a Notice of Mediation is first received by any party.

2.5.3.4 In the event that SONY BMG and BMGMP, following good faith attempts to reach agreement pursuant to subparagraphs 2.5.3.1 and 2.5.3.3 as to the Royalty Rates, fail to reach an agreement, then each of SONY BMG and BMGMP hereby agree to submit the applicable Royalty Rate(s), including all matters relating to, arising out of, or connected therewith, to arbitration before and pursuant to the Commercial Rules of the American Arbitration Association in New York, New York (the "AAA"), which Rules are deemed to be incorporated in this letter by reference, except as set forth below. The arbitration shall be conducted in English and shall be submitted to the AAA for arbitration by both parties as promptly as practicable following thirty (30) days after a mediation decision as set forth in subparagraph 2.5.3.3 above and the parties' subsequent failure to agree upon the appropriate

Royalty Rate(s). Any failure of either party to cooperate with the commencement of the arbitration within such time frame shall be deemed a default for purposes of determining the applicable Royalty Rate(s). Each party shall be entitled to pursue it rights to discovery in accordance with such Commercial Rules. Within fifteen (15) days following the commencement of arbitration, each party shall select one arbitrator with both recorded music and music publishing experience, and the two selected arbitrators shall promptly thereafter (but in no event later than thirty (30) days thereafter) each designate a list of ten (10) potential candidates with both recorded music and music publishing experience to serve as a third arbitrator. The first name to appear on both lists shall be designated as the third arbitrator. The arbitrators shall set a date for the arbitration to commence not later than sixty (60) days following the designation of the third arbitrator. The arbitration shall be conducted in New York City, and the live testimony portion of the arbitration shall not exceed three (3) days in the aggregate. The arbitrators shall designate a Royalty Rate for each of the exploitations of Digital Video Products referenced in subparagraphs 2.5.2.2 and 2.5.2.3 above submitted for arbitration. Judgment on any award by the arbitrators may be filed in the highest court having jurisdiction thereof. Unless the arbitrators decide otherwise, the parties shall share the fees of the arbitrators. The parties agree that the arbitrator(s) shall have no authority to award damages in connection with the Royalty Rate and that the authority of the arbitrator(s) shall be limited to designating appropriate Royalty Rates. The parties agree that each party shall bear its own costs and attorneys' fees in connection with the arbitration. Notwithstanding anything contained herein to the contrary, in no event shall the arbitration process described in this subparagraph 2.5.3.4 extend beyond a period of twelve (12) months from the date a Notice of Mediation is first received by any party.

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 BMGMP 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, insofar as the Relevant SONY BMG Masters are concerned, BMGMP 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 BMGMP 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 BMGMP, or (b) restrict or hamper BMGMP 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 BMGMP 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 BMGMP, through SONY BMG as BMGMP'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

PB JBS

conforms to the applicable rates and terms) and not otherwise subject to a claim or other legal action commenced by BMGMP 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 BMGMP 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 BMGMP, through SONY BMG as BMGMP'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 BMGMP 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 BMGMP Composition, nor does it affect any exploitation of a Relevant BMGMP 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 Except as specifically provided for in subparagraph 2.4.2.4, no right of public performance is granted under this Agreement.

4.3 This Agreement does not authorize or permit any use of a BMGMP 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 BMGMP Composition. BMGMP 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 a BMGMP 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 BMGMP's ability to take any action with respect to the infringement of its rights in any BMGMP 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 a BMGMP Composition for any purpose whatsoever.

4.7 Where SONY BMG embodies or displays lyrics in New Digital Media Products, BMGMP grants no right to synchronize the lyrics with any audiovisual material (except as provided in subparagraph 2.1.1 above).

JPS .9(1)
PB

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 BMGMP 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 BMGMP, by SONY BMG, or by a Service, as the case may be, on a quarterly basis not later than forty five (45) days following the end of the calendar quarter concerned, 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 BMGMP 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 BMGMP'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 BMGMP. BMGMP, by its designated representative, shall have the right, upon reasonable written notice, and during normal office hours, 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. BMGMP shall only be entitled to one such examination for a particular accounting period, and only within three (3) years after the end of an accounting period with respect to accountings during the period concerned. If BMGMP has any objections to a royalty statement, BMGMP shall give SONY BMG specific notice of that objection and BMGMP's reasons therefor within three (3) years after the end of an accounting period with respect to accountings during the period concerned. Each royalty statement shall become conclusively binding on BMGMP at the end of that three (3) year period, and BMGMP shall no longer have any right to make any other objections to the statement. BMGMP shall not have the right to sue SONY BMG in connection with any royalty accounting, or to sue SONY BMG for royalties during any period a royalty accounting covers, unless BMGMP commences the suit within one (1) year after the end of that three (3) year period. SONY BMG will use best reasonable business efforts to cause any licensed Service to provide BMGMP, 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 BMGMP'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 BMGMP 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 BMGMP shall be in United States Dollars (or, the equivalent in Canadian Dollars, as the case may be), shall be made payable to BMG Music Publishing NA, Inc., and shall be sent to the address set forth in paragraph 10 below. All accountings and payments must be received by BMGMP 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, BMGMP shall provide SONY BMG with a current W-9 form for each music publishing catalog receiving payment.

8.4 Any direct or indirect payments received by SONY BMG or a Service with respect to exploitation of Relevant BMGMP Compositions in New Digital Media Products that is an amount in excess of the share to which SONY BMG or the Service is entitled under this Agreement (hereinafter called "SONY BMG Excess Share") shall be reported by SONY BMG or the Service, as the case may be, to BMGMP, and SONY BMG or the Service, as the case may be, shall, within thirty (30) days thereof, remit to BMGMP the SONY BMG Excess Share. In the event that BMGMP shall inform SONY BMG or a Service of any claim by BMGMP that SONY BMG or a Service, as the case may be, has been paid any SONY BMG Excess Share, based on supporting documentation and details thereof which BMGMP shall furnish, then upon verification thereof by SONY BMG or the Service, as the case may be, SONY BMG or the Service shall, within thirty (30) days of verification, remit to BMGMP any SONY BMG Excess Share.

8.5 Any direct or indirect payments received by BMGMP with respect to exploitation of Relevant BMGMP Compositions in New Digital Media Products that is an amount in excess of the share to which BMGMP is entitled under this Agreement (hereinafter called "BMGMP

Excess Share") shall be reported by BMGMP to SONY BMG, and BMGMP shall, within thirty (30) days thereof, remit to SONY BMG the BMGMP Excess Share. In the event that SONY BMG shall inform BMGMP of any claim by SONY BMG that BMGMP has been paid any BMGMP Excess Share, based on supporting documentation and details thereof which BMGMP shall furnish, then upon verification thereof by BMGMP, BMGMP shall, within thirty (30) days of verification, remit to SONY BMG any BMGMP Excess Share.

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 BMGMP 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 BMGMP.

8.7 Each party agrees to provide to the other complete, unredacted copies of all licenses with any Service (and any other agreements, accounts, and other relevant documents with respect to any such licenses, including prior written notice of each deal consummated with a Service) so as to enable each party to ensure that it is being accounted to on an accurate and timely basis.

9. **Favored Nations**. SONY BMG represents and warrants that if at any time SONY BMG enters into a license with another major music publisher (i.e., Sony/ATV, Warner-Chappell, EMI Music Publishing or Universal Music Publishing Group) for the same aggregate rights contained in this agreement upon principal financial and licensing terms that are more favorable to such other publisher than the principal financial and licensing terms set forth herein, then SONY BMG shall notify BMGMP thereof and shall afford BMGMP the opportunity to enter into an agreement with SONY BMG upon those same principal financial and licensing terms, in their entirety, in lieu of the terms set forth in this agreement. For the avoidance of doubt, nothing in the preceding sentence shall grant BMGMP any right to audit any agreement with any other music publisher granting the same or similar rights to SONY BMG as set forth herein.

10. **Notices**. Any notices, consent, approval, demand, or other communication to be given to BMGMP or to SONY BMG shall be sent to BMGMP or SONY BMG, 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 BMGMP:
BMG MUSIC PUBLISHING NA, INC.
1540 Broadway
New York, New York 10036
Attention: Senior Vice President, Business and Legal Affairs

To SONY BMG:
SONY BMG MUSIC ENTERTAINMENT
550 Madison Avenue
New York, New York 10022-3111
Attention: Executive Vice President and General Counsel

JPS 9(1)
PB
JPS

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 BMGMP.

11. **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 BMGMP 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.

12. **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.

13. **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.

14. **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.

15. **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.

16. **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.

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 SONY BMG, nor shall SONY BMG sublicense or delegate any of its rights or obligations without the prior written consent of BMGMP. BMGMP 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, BMGMP, or which is in partnership with BMGMP, 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 BMGMP's stock and/or assets or with whom BMGMP may merge or be merged, in which case SONY BMG shall not be released from its obligations hereunder.

PB JPS

18. **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

JPS By: Ron Wilcox
Executive Vice President
Chief Business and Legal Affairs Officer
Sony BMG Music Entertainment
An Authorized Signatory

BMG MUSIC PUBLISHING NA, INC.

By: Peter Brunell
An Authorized Signatory

ZOMBA ENTERPRISES, INC.

By: Peter Brunell
An Authorized Signatory

JPS .9(1) PB JPS

EXHIBIT CO 0333

GRATIS DOWNLOAD LICENSE AGREEMENT

Agreement made October 1, 2004 between BMG Music Publishing NA, Inc. and Zomba Enterprises, Inc., 1540 Broadway, New York, New York 10036 (collectively referred to herein as "Licensor") and Eatsleepmusic Corporation d/b/a Tune1000, 301 Moodie Drive, Suite 101, Ottawa, Ontario K2H-9C4 (hereinafter "Licensee").

For good and valuable consideration, Licensor and the Licensee hereby agree as follows:

1. (a) Licensor grants to Licensee the non-exclusive right, license, privilege and authority for the territory of the World ("the Territory") for a term beginning on October 1, 2004 and expiring September 30, 2005 (the "Term") to use the musical works listed on Schedule "A" attached hereto ("the Compositions") as follows:

(i) The right to produce first rate midi sound recordings of the Compositions (the "Recordings");

(ii) The right to sub-license the Recordings to the to the Casio Corporation ("Casio") for use as "demo songs";

(iii) The right to allow customers of Casio (the "Customers") to download free of charge (a "Download") digital copies of the Recordings from www.casiosongs.com (the "Site") onto their personal computers (the "PCs");

(iv) The right for Customers to transfer Downloaded Recordings from their PCs to keyboards manufactured by Casio for the express purpose of allowing the Customers to play along to the Recordings.

(v) The right to promote and advertise segments of the Recordings (not to exceed thirty (30) seconds each) solely via streaming such segments from the Site to allow Customers to preview a Recording before downloading same.

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) All arrangements of the Compositions created by Licensee in connection with the Recordings shall be considered a "work made for hire" for Licensor. In the event such arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the arrangements of the Compositions and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

(c) Licensor reserves all rights in and to the Compositions.

2. (a) In consideration of the foregoing licence, Licensee shall pay to Licensor:

(i) For each Recording Downloaded, a royalty equal to the current minimum statutory mechanical rate which is currently $.085 (the "Royalty");

(ii) Promptly following execution of this agreement, the sum of $8,500 which represents an advance of the Royalties due hereunder.

(b) For avoidance of doubt, Licensee acknowledges and agrees that the Royalty is only applicable with respect to gratis Downloads of the Compositions. Any use of the Compositions or the Recordings by Licensee or Casio with respect to Downloads of musical compositions by Customers in exchange for the payment of any type of fee, on a per-song or subscription basis or otherwise, shall be subject to a separate license agreement.

(c) If at any time during the Term hereof Licensee and/or Casio pays any royalty or other fee in connection with downloading or otherwise obtaining gratis musical compositions from the Sites within the Territory to any other owner or administrator of musical compositions higher than the Royalty specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

3. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of all Recordings Downloaded. Each accounting shall report each Composition by title, the number of Downloads and the resultant Royalties due hereunder and be accompanied by payment to Licensor of all Royalties due. All accountings and resultant royalties shall be forwarded to Director of New Media, 1540 Broadway, New York, NY 10036.

4. (a) Licensee shall maintain accurate and complete records and books of account detailing all Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of ten percent (10%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable third party audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

5. Except as specified herein, Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent (not to be unreasonably withheld) and any purported such assignment, transfer or license shall be void *ab initio*.

6. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensee's receipt of Licensor's notice of it.

(ii) Except as otherwise specified herein, if Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent, not to be unreasonably withheld.

(b) Subject to U.S. bankruptcy law, this Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 6 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee and Casio shall withdraw the Recordings from the database of possible Customer retrieval and shall make no further use of the Compositions or of the Recordings whatsoever.

7. (a) Licensor represents, warrants and agrees as follows:

(i) Licensor has full right, power and authority to enter into this agreement and to grant to the Licensee all rights herein set out upon the terms and conditions herein.

(ii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iii) Licensor will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom Licensor administers with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(ii) Licensee shall cause Casio to take all steps reasonably necessary to

secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iii) Licensee shall not use the Compositions in a manner that infringes upon the proprietary rights of any third party (including without limitation intellectual property, publicity and privacy rights) or in connection with any endorsements, commercials, co-promotions or cross-promotions of any service, product or entity.

(c) Each party (for these purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Indemnitee shall notify Indemnitor of any claim presented to Indemnitee by a third party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the proceeding. No such claim asserted by a third party may be settled by Indemnitee without Indemnitor's prior written consent (such consent not to be unreasonably withheld or delayed), so long as Indemnitor is actively defending such claim in a manner consistent with industry norms, unless Indemnitee shall agree not to seek indemnity from Indemnitor for any settlement payment made by Indemnitee to the claimant.

8. (a) For the avoidance of doubt, no rights are granted in any master recordings of the Compositions, and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(c) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with the Downloading of the Recordings throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable, if any, and no public performance license is granted hereunder.

9. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

10. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

BMG Music Publishing NA, Inc.

By: _____

Zomba Enterprises, Inc.

By: _____

Agreed and Accepted:

Eatsleepmusic Corporation d/b/a
Tune1000

By: _____

SCHEDULE "A"

Song Title	Percentage Controlled
The One That You Love	100%
Copacabana	100%
Don't Stop	100%
You're The Inspiration	100%
Clocks	100%
The Scientist	100%
Oops I Did It Again	100%
Its Gonna Be Me	100%
As Long As You Love Me	100%
I Believe I Can Fly	100%
Happy People	100%
U Saved Me	100%
Age Ain't Nothin' But A Number	100%
Bye Bye Bye	100%

EXHIBIT CO 0334

RING TONE LICENSE

Agreement made October 1, 2004 between Zomba Enterprises Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and Zapptrio, Inc., 20300 Stevens Creek Boulevard, Suite 300, Cupertino, CA 95014 (hereinafter "Licensee").

WHEREAS Licensor and Licensee have previously entered into a ring tone license for monophonic and polyphonic ring tones dated May 1, 2002 as amended (the "Prior Agreement"); and

WHEREAS Licensor and Licensee wish to terminate the Prior Agreement and replace same with this agreement.

Therefore, for good and valuable consideration, receipt of which is hereby acknowledged, Licensor and the Licensee hereby agree as follows:

1. (a) Upon execution of this agreement, the Prior Agreement shall be deemed to be terminated effective as of September 30, 2004. Notwithstanding the forgoing, all royalties and other fees payable under the Prior Agreement shall continue to be payable to Licensee pursuant to the terms contained in Article 4 below.

2. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on October 1, 2004 and expiring on September 30, 2005 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create an arrangement of the Compositions consisting of musical tones (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition, and record up to thirty (30) seconds of an Arrangement (the "Recording(s)");

(ii) To transform the Recordings into mobile ring tone formats or to incorporate up to thirty (30) seconds of a Composition as embodied in a pre-existing master recording (a "Master Recording") into a ring tone format (individually and collectively, a "Ring Tone");

(iii) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")

(iv) Subject to paragraph 1(b) below, to synchronize Ring Tones with graphic images (a "Graphic") (collectively, a "Graphic Tone") which may be viewed solely on a Customer's mobile telephone;

(v) To download or otherwise transmit Ring Tones or Graphic Tones onto mobile telephones (for a fee or otherwise) for personal use by the Customers (a "Download"), for the express purpose of such Ring Tone(s) sounding as a ringing alert on such mobile telephones;

(vi) To promote and advertise segments of the Graphic Tones or Ring Tones (not to exceed thirty (30) seconds each) on Customer's mobile phones and Licensee's and/or Third Party Companies' web site(s) for the sole purpose of allowing a Customer to preview a Ring Tone before purchasing same.

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Notwithstanding anything to the contrary contained herein, each Graphic Tone shall be subject to Licensor's prior written approval and shall be listed on Schedule "B" attached hereto.

(c) Schedule "A" and Schedule "B" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(d) All Arrangements created pursuant to this license shall be considered a "work made for hire" for Licensor In the event the Arrangements shall be deemed not to be a work made for hire,

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of five percent (5%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensor gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Recordings or Ring Tones whatsoever.

8. (a) Licensor represents, warrants and agrees as follows (with respect to the Licensor Share of the Compositions described in Schedules A and B):

(i) Licensor has full right, power and authority to enter into this agreement and to grant to the Licensee all rights herein set out upon the terms and conditions herein.

(ii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iii) Licensor will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom Licensor administer with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(ii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iii) Upon receipt of written instruction from Licensor, Licensee shall not, to the extent permitted by law, license any Customer or other user that is engaged in piracy, illegal activities or other unauthorized use of the Ring Tones or the Compositions, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor.

(iv) Licensee shall either own or control and/or have valid and enforceable licenses with the applicable rights holders with respect to all aspects of their Ring Tone service including, without limitation, any Master Recordings and/or Graphics.

(c) Each party (for these purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Indemnitee shall notify Indemnitor of any claim presented to Indemnitee by a third party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the proceeding. No such claim asserted by a third party may be settled by Indemnitee without Indemnitor's prior written consent (such consent not to be unreasonably withheld or delayed), so long as Indemnitor is actively defending such claim in a manner consistent with industry norms, unless Indemnitee shall agree not to seek indemnity from Indemnitor for any settlement payment made by Indemnitee to the claimant.

9. (a) For the avoidance of doubt, no rights are granted in any Master Recordings of the Composition(s) or Graphics, and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

11. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

Zomba Enterprises Inc.

By: _____

Zapptrio, Inc.

By: _____

ZAPPTRIO, INC.

DAVID J. KALTSAS
Vice President, Business
Development & Content Acquisition

EXHIBIT CO 335

RING TONE LICENSE

Agreement made October 1, 2004 between Zomba Enterprises Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and Geisha Mobile Solutions, Inc., 828 Antonette Ave., Winter Park, FL 32789 (hereinafter "Licensee").

For good and valuable consideration, Licensor and the Licensee hereby agree as follows:

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on October 1, 2004 and expiring on November 30, 2005 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create arrangements of the Compositions consisting of musical tones (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition, and record up to thirty (30) seconds of an Arrangement (the "Recording(s)");

(ii) To transform the Recordings into mobile ring tone formats or to incorporate up to thirty (30) seconds of a Composition as embodied in a pre-existing master recording (a "Master Recording") into a ring tone format (individually and collectively, a "Ring Tone");

(iii) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")

(iv) Subject to paragraph 1(b) below, to synchronize Ring Tones with graphic images (a "Graphic") (collectively, a "Graphic Tone") which may be viewed solely on a Customer's mobile telephone;

(v) To download or otherwise transmit Ring Tones or Graphic Tones onto mobile telephones or other handheld mobile devices (for a fee or otherwise) for personal use by the Customers (a "Download"), for the express purpose of such Ring Tone(s) sounding as a ringing alert on such mobile telephones;

(vi) To promote and advertise segments of the Graphic Tones or Ring Tones (not to exceed thirty (30) seconds each) on Customer's mobile phones and Licensee's and/or Third Party Companies' web site(s) for the sole purpose of allowing a Customer to preview a Ring Tone before purchasing same.

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Notwithstanding anything to the contrary contained herein, each Graphic Tone shall be subject to Licensor's prior written approval and shall be listed on Schedule "B" attached hereto.

(c) Schedule "A" and Schedule "B" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(d) All Arrangements created pursuant to this license shall be considered a "work made for hire" for Licensor. In the event the Arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the Arrangements and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

2. Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that Licensor shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

(a) Ring Tones: With respect to each individual Download of a Ring Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Ring Tone Downloaded (the "Ring Tone Royalty"), provided that in no circumstances shall the Ring Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.13 per Download irrespective of the price (if any) actually charged;

(b) Graphic Tones: With respect to each individual Download of a Graphic Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by fifteen percent (15%) of the actual price charged to Customers for each Graphic Tone Downloaded (the "Graphic Tone Royalty"), provided that in no circumstances shall the Graphic Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.20 per Download irrespective of the price (if any) actually charged;

(c) Advance: An advance of $2500 recoupable from all Royalties payable hereunder.

(d) If at any time during the Term hereof Licensee pays any royalty, fixing or other service fee in connection with its service within the Territory to any other owner or administrator of musical compositions higher than the Ring Tone Royalty or Graphic Tone Royalty specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Ring Tones and Graphic Tones Downloaded; and (ii) all Ring Tones and Graphic Tones created. Each accounting shall report each Composition by title, song code number (as indicated on Schedules A and B), the number of Downloads and the resultant applicable Royalties due hereunder and be accompanied by payment to Licensor of all Royalties due. All accountings and resultant royalties and fees shall be forwarded to Zomba Enterprises Inc., 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones and Graphic Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once. Licensor may conduct such examination only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of ten percent (10%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

(d) Legal action with respect to a specific accounting statement shall be barred if not commenced in a court of competent jurisdiction within three (3) years after such statement is received by Licensor.

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensor gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Recordings or Ring Tones whatsoever.

8. (a) Licensor represents, warrants and agrees as follows (with respect to the Licensor Share of the Compositions described in Schedules A and B):

(i) Licensor has full right, power and authority to enter into this agreement and to grant to the Licensee all rights herein set out upon the terms and conditions herein.

(ii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iii) Licensor will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom Licensor administer with respect to the royalties received by it hereunder.

(b) . Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(ii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iii) Upon receipt of written instruction from Licensor, Licensee shall not, to the extent permitted by law, license any Customer or other user that is engaged in piracy, illegal activities or other unauthorized use of the Ring Tones or the Compositions, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor.

(iv) Licensee shall either own or control and/or have valid and enforceable licenses with the applicable rights holders with respect to all aspects of their Ring Tone service including, without limitation, any Master Recordings and/or Graphics.

(c) Each party (for these purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and

against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Indemnitee shall notify Indemnitor of any claim presented to Indemnitee by a third party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the proceeding. No such claim asserted by a third party may be settled by Indemnitee without Indemnitor's prior written consent (such consent not to be unreasonably withheld or delayed), so long as Indemnitor is actively defending such claim in a manner consistent with industry norms, unless Indemnitee shall agree not to seek indemnity from Indemnitor for any settlement payment made by Indemnitee to the claimant.

9. (a) For the avoidance of doubt, no rights are granted in any Master Recordings of the Composition(s) or Graphics, and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

10. All notices required to be given to a party hereto must be sent to the address for the party first mentioned herein, or to such new address if changed as described below, in order to be effective. Each party may change its respective address hereunder by notice in writing to the other. All notices sent under this Agreement must be in writing and, except for royalty statements, may be sent only by personal delivery, registered or certified mail (return receipt requested), or by overnight air courier if such courier actually provides proof of receipt. The day of mailing of any such notice will be deemed the date of the giving thereof (except notices of change of address, the date of which will be the date of receipt by the receiving party). Facsimile transmissions will not constitute valid notices hereunder, whether or not actually received. Until such time as Licensee notifies Licensor otherwise, a copy of each notice from Licensor to Licensee must be simultaneously rendered as aforesaid to Jay L. Cooper, Esq. or Mario F. Gonzalez, Esq., Greenberg Traurig LLP, 2450 Colorado Avenue, Suite 400E, Santa Monica, CA 90404.

11. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

12. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

Zomba Enterprises Inc.

By: _____

Geisha Mobile Solutions

By: _____ ALEX GREGGS

EXHIBIT CO 336

RING TONE LICENSE

Agreement made October 1, 2004 between BMG Music Publishing NA, Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and Geisha Mobile Solutions, Inc., 828 Antonette Ave., Winter Park, FL 32789 (hereinafter "Licensee").

For good and valuable consideration, Licensor and the Licensee hereby agree as follows:

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on October 1, 2004 and expiring on November 30, 2005 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create arrangements of the Compositions consisting of musical tones (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition, and record up to thirty (30) seconds of an Arrangement (the "Recording(s)");

(ii) To transform the Recordings into mobile ring tone formats or to incorporate up to thirty (30) seconds of a Composition as embodied in a pre-existing master recording (a "Master Recording") into a ring tone format (individually and collectively, a "Ring Tone");

(iii) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")

(iv) Subject to paragraph 1(b) below, to synchronize Ring Tones with graphic images (a "Graphic") (collectively, a "Graphic Tone") which may be viewed solely on a Customer's mobile telephone;

(v) To download or otherwise transmit Ring Tones or Graphic Tones onto mobile telephones or other handheld mobile devices (for a fee or otherwise) for personal use by the Customers (a "Download"), for the express purpose of such Ring Tone(s) sounding as a ringing alert on such mobile telephones;

(vi) To promote and advertise segments of the Graphic Tones or Ring Tones (not to exceed thirty (30) seconds each) on Customer's mobile phones and Licensee's and/or Third Party Companies' web site(s) for the sole purpose of allowing a Customer to preview a Ring Tone before purchasing same.

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Notwithstanding anything to the contrary contained herein, each Graphic Tone shall be subject to Licensor's prior written approval and shall be listed on Schedule "B" attached hereto.

(c) Schedule "A" and Schedule "B" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(d) All Arrangements created pursuant to this license shall be considered a "work made for hire" for Licensor. In the event the Arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the Arrangements and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

2. Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that Licensor shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

(a) Ring Tones: With respect to each individual Download of a Ring Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Ring Tone Downloaded (the "Ring Tone Royalty"), provided that in no circumstances shall the Ring Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.13 per Download irrespective of the price (if any) actually charged;

(b) Graphic Tones: With respect to each individual Download of a Graphic Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by fifteen percent (15%) of the actual price charged to Customers for each Graphic Tone Downloaded (the "Graphic Tone Royalty"), provided that in no circumstances shall the Graphic Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.20 per Download irrespective of the price (if any) actually charged;

(c) Advance: An advance of $2500 recoupable from all Royalties payable hereunder.

(d) If at any time during the Term hereof Licensee pays any royalty, fixing or other service fee in connection with its service within the Territory to any other owner or administrator of musical compositions higher than the Ring Tone Royalty or Graphic Tone Royalty specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Ring Tones and Graphic Tones Downloaded; and (ii) all Ring Tones and Graphic Tones created. Each accounting shall report each Composition by title, song code number (as indicated on Schedules A and B), the number of Downloads and the resultant applicable Royalties due hereunder and be accompanied by payment to Licensor of all Royalties due. All accountings and resultant royalties and fees shall be forwarded to BMG Music Publishing NA, Inc., 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones and Graphic Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once. Licensor may conduct such examination only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of ten percent (10%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

(d) Legal action with respect to a specific accounting statement shall be barred if not commenced in a court of competent jurisdiction within three (3) years after such statement is received by Licensor.

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensor gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Recordings or Ring Tones whatsoever.

8. (a) Licensor represents, warrants and agrees as follows (with respect to the Licensor Share of the Compositions described in Schedules A and B):

(i) Licensor has full right, power and authority to enter into this agreement and to grant to the Licensee all rights herein set out upon the terms and conditions herein.

(ii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iii) Licensor will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom Licensor administer with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(ii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iii) Upon receipt of written instruction from Licensor, Licensee shall not, to the extent permitted by law, license any Customer or other user that is engaged in piracy, illegal activities or other unauthorized use of the Ring Tones or the Compositions, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor.

(iv) Licensee shall either own or control and/or have valid and enforceable licenses with the applicable rights holders with respect to all aspects of their Ring Tone service including, without limitation, any Master Recordings and/or Graphics.

(c) Each party (for these purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and

against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Indemnitee shall notify Indemnitor of any claim presented to Indemnitee by a third party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the proceeding. No such claim asserted by a third party may be settled by Indemnitee without Indemnitor's prior written consent (such consent not to be unreasonably withheld or delayed), so long as Indemnitor is actively defending such claim in a manner consistent with industry norms, unless Indemnitee shall agree not to seek indemnity from Indemnitor for any settlement payment made by Indemnitee to the claimant.

9. (a) For the avoidance of doubt, no rights are granted in any Master Recordings of the Composition(s) or Graphics, and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

10. All notices required to be given to a party hereto must be sent to the address for the party first mentioned herein, or to such new address if changed as described below, in order to be effective. Each party may change its respective address hereunder by notice in writing to the other. All notices sent under this Agreement must be in writing and, except for royalty statements, may be sent only by personal delivery, registered or certified mail (return receipt requested), or by overnight air courier if such courier actually provides proof of receipt. The day of mailing of any such notice will be deemed the date of the giving thereof (except notices of change of address, the date of which will be the date of receipt by the receiving party). Facsimile transmissions will not constitute valid notices hereunder, whether or not actually received. Until such time as Licensee notifies Licensor otherwise, a copy of each notice from Licensor to Licensee must be simultaneously rendered as aforesaid to Jay L. Cooper, Esq. or Mario F. Gonzalez, Esq., Greenberg Traurig LLP, 2450 Colorado Avenue, Suite 400E, Santa Monica, CA 90404.

11. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

12. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

BMG Music Publishing NA, Inc.

By: _____

Geisha Mobile Solutions

By: _____

EXHIBIT CO 337

RING TONE LICENSE

Agreement made October 1, 2004 between Zomba Enterprises, Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and Emphasis Digital, Inc., 140 58th Street, Suite 2I, Brooklyn, NY 11220 (hereinafter "Licensee").

For good and valuable consideration, Licensor and the Licensee hereby agree as follows:

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on October 1, 2004 and expiring on September 30, 2005 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create an arrangement of the Compositions consisting of musical tones (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition, and record up to thirty (30) seconds of an Arrangement (the "Recording(s)");

(ii) To transform the Recordings into mobile ring tone formats or to incorporate up to thirty (30) seconds of a Composition as embodied in a pre-existing master recording (a "Master Recording") into a ring tone format (individually and collectively, a "Ring Tone");

(iii) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")

(iv) Subject to paragraph 1(b) below, to synchronize Ring Tones with graphic images (a "Graphic") (collectively, a "Graphic Tone") which may be viewed solely on a Customer's mobile telephone;

(v) To download or otherwise transmit Ring Tones or Graphic Tones onto mobile telephones (for a fee or otherwise) for personal use by the Customers (a "Download"), for the express purpose of such Ring Tone(s) sounding as a ringing alert on such mobile telephones;

(vi) To promote and advertise segments of the Graphic Tones or Ring Tones (not to exceed thirty (30) seconds each) on Customer's mobile phones and Licensee's and/or Third Party Companies' web site(s) for the sole purpose of allowing a Customer to preview a Ring Tone before purchasing same.

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Notwithstanding anything to the contrary contained herein, each Graphic Tone shall be subject to Licensor's prior written approval and shall be listed on Schedule "B" attached hereto.

(c) Schedule "A" and Schedule "B" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(d) All Arrangements created pursuant to this license shall be considered a "work made for hire" for Licensor. In the event the Arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the Arrangements and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

2. Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that Licensor shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

(a) Ring Tones: With respect to each individual Download of a Ring Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Ring Tone Downloaded (the "Ring Tone Royalty"), provided that in no circumstances shall the Ring Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.13 per Download irrespective of the price (if any) actually charged;

(b) Graphic Tones: With respect to each individual Download of a Graphic Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by fifteen percent (15%) of the actual price charged to Customers for each Graphic Tone Downloaded (the "Graphic Tone Royalty"), provided that in no circumstances shall the Graphic Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.20 per Download irrespective of the price (if any) actually charged;

(c) Fixing Fee: For each Composition initially converted to a Ring Tone or Graphic Tone, a one-time non-recoupable fixing fee equal to the Licensor Share of each applicable Composition multiplied by $25 (the "Fixing Fee"). For avoidance of doubt, if a Fixing Fee for a particular Composition is paid in connection with the creation of a Ring Tone, an additional Fixing Fee will not be due if such Ring Tone is later converted to a Graphic Tone. Conversely, if a Graphic Tone is initially created by Licensee, an additional Fixing Fee will not be due if the applicable Composition is later exploited solely as a Ring Tone.

(d) Advance: An advance of $5,000 recoupable from all Royalties payable hereunder.

(e) If at any time during the Term hereof Licensee pays any royalty, fixing or other service fee in connection with its Ring Tone or Graphic Tone service within the Territory to any other owner or administrator of musical compositions higher than the Ring Tone Royalty, Graphic Tone Royalty or Fixing Fee specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Ring Tones and Graphic Tones Downloaded; and (ii) all Ring Tones and Graphic Tones created. Each accounting shall report each Composition by title, song code number (as indicated on Schedules A and B), the number of Downloads and the resultant applicable Royalties due hereunder and be accompanied by payment to Licensor of all Royalties and Fixing Fees due. All accountings and resultant royalties and fees shall be forwarded to Zomba Enterprises, Inc., 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones and Graphic Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of five percent (5%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensor gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Recordings or Ring Tones whatsoever.

8. (a) Licensor represents, warrants and agrees as follows (with respect to the Licensor Share of the Compositions described in Schedules A and B):

(i) Licensor has full right, power and authority to enter into this agreement and to grant to the Licensee all rights herein set out upon the terms and conditions herein.

(ii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iii) Licensor will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom Licensor administer with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(ii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iii) Upon receipt of written instruction from Licensor, Licensee shall not, to the extent permitted by law, license any Customer or other user that is engaged in piracy, illegal activities or other unauthorized use of the Ring Tones or the Compositions, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor.

(iv) Licensee shall either own or control and/or have valid and enforceable licenses with the applicable rights holders with respect to all aspects of their Ring Tone service including, without limitation, any Master Recordings and/or Graphics.

(c) Each party (for these purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Indemnitee shall notify Indemnitor of any claim presented to Indemnitee by a third party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the proceeding. No such claim asserted by a third party may be settled by Indemnitee without Indemnitor's prior written consent (such consent not to be unreasonably withheld or delayed), so long as Indemnitor is actively defending such claim in a manner consistent with industry norms, unless Indemnitee shall agree not to seek indemnity from Indemnitor for any settlement payment made by Indemnitee to the claimant.

9. (a) For the avoidance of doubt, no rights are granted in any Master Recordings of the Composition(s) or Graphics, and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

11. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

Zomba Enterprises, Inc.

By: _____

Emphasis Digital, Inc.

By: _____

Managing Member

EXHIBIT CO 338

RING TONE LICENSE

Agreement made October 1, 2004 between Zomba Enterprises Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and Mobliss, Inc., ~~500 Second Avenue~~ 821 Second Avenue Suite 1400, Seattle, WA 98104 (hereinafter "Licensee").

For good and valuable consideration, Licensor and the Licensee hereby agree as follows:

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on September 1, 2004 and expiring on October 31, 2005 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create arrangements of the Compositions consisting of musical tones (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition, and record up to thirty (30) seconds of an Arrangement (the "Recording(s)");

(ii) To transform the Recordings into mobile ring tone formats or to incorporate up to thirty (30) seconds of a Composition as embodied in a pre-existing master recording (a "Master Recording") into a ring tone format (individually and collectively, a "Ring Tone");

(iii) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")

(iv) Subject to paragraph 1(b) below, to synchronize Ring Tones with graphic images (a "Graphic") (collectively, a "Graphic Tone") which may be viewed solely on a Customer's mobile telephone;

(v) To download or otherwise transmit Ring Tones or Graphic Tones onto mobile telephones or other handheld mobile devices (for a fee or otherwise) for personal use by the Customers (a "Download"), for the express purpose of such Ring Tone(s) sounding as a ringing alert on such mobile telephones;

(vi) To promote and advertise segments of the Graphic Tones or Ring Tones (not to exceed thirty (30) seconds each) on Customer's mobile phones and Licensee's and/or Third Party Companies' web site(s) for the sole purpose of allowing a Customer to preview a Ring Tone before purchasing same.

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Notwithstanding anything to the contrary contained herein, each Graphic Tone shall be subject to Licensor's prior written approval and shall be listed on Schedule "B" attached hereto.

(c) Schedule "A" and Schedule "B" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(d) All Arrangements created pursuant to this license shall be considered a "work made for hire" for Licensor. In the event the Arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the Arrangements and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

2. Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that Licensor shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

(a) Ring Tones: With respect to each individual Download of a Ring Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Ring Tone Downloaded (the "Ring Tone Royalty"), provided that in no circumstances shall the Ring Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.13 per Download irrespective of the price (if any) actually charged;

(b) Graphic Tones: With respect to each individual Download of a Graphic Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by fifteen percent (15%) of the actual price charged to Customers for each Graphic Tone Downloaded (the "Graphic Tone Royalty"), provided that in no circumstances shall the Graphic Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.20 per Download irrespective of the price (if any) actually charged;

(c) Advance: An advance of $5,000 recoupable from all Royalties payable hereunder.

(d) If at any time during the Term hereof Licensee pays any royalty, fixing or other service fee in connection with its service within the Territory to any other owner or administrator of musical compositions higher than the Ring Tone Royalty or Graphic Tone Royalty specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Ring Tones and Graphic Tones Downloaded; and (ii) all Ring Tones and Graphic Tones created. Each accounting shall report each Composition by title, song code number (as indicated on Schedules A and B), the number of Downloads and the resultant applicable Royalties due hereunder and be accompanied by payment to Licensor of all Royalties due. All accountings and resultant royalties and fees shall be forwarded to Zomba Enterprises Inc., 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones and Graphic Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once. Licensor may conduct such examination only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of ten percent (10%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

(d) Legal action with respect to a specific accounting statement shall be barred if not commenced in a court of competent jurisdiction within three (3) years after such statement is received by Licensor.

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensor gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Recordings or Ring Tones whatsoever.

8. (a) Licensor represents, warrants and agrees as follows (with respect to the Licensor Share of the Compositions described in Schedules A and B):

(i) Licensor has full right, power and authority to enter into this agreement and to grant to the Licensee all rights herein set out upon the terms and conditions herein.

(ii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iii) Licensor will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom Licensor administer with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(ii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iii) Upon receipt of written instruction from Licensor, Licensee shall not, to the extent permitted by law, license any Customer or other user that is engaged in piracy, illegal activities or other unauthorized use of the Ring Tones or the Compositions, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor.

(iv) Licensee shall either own or control and/or have valid and enforceable licenses with the applicable rights holders with respect to all aspects of their Ring Tone service including, without limitation, any Master Recordings and/or Graphics.

(c) Each party (for these purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and

against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Indemnitee shall notify Indemnitor of any claim presented to Indemnitee by a third party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the proceeding. No such claim asserted by a third party may be settled by Indemnitee without Indemnitor's prior written consent (such consent not to be unreasonably withheld or delayed), so long as Indemnitor is actively defending such claim in a manner consistent with industry norms, unless Indemnitee shall agree not to seek indemnity from Indemnitor for any settlement payment made by Indemnitee to the claimant.

9. (a) For the avoidance of doubt, no rights are granted in any Master Recordings of the Composition(s) or Graphics, and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

10. All notices required to be given to a party hereto must be sent to the address for the party first mentioned herein, or to such new address if changed as described below, in order to be effective. Each party may change its respective address hereunder by notice in writing to the other. All notices sent under this Agreement must be in writing and, except for royalty statements, may be sent only by personal delivery, registered or certified mail (return receipt requested), or by overnight air courier if such courier actually provides proof of receipt. The day of mailing of any such notice will be deemed the date of the giving thereof (except notices of change of address, the date of which will be the date of receipt by the receiving party). Facsimile transmissions will not constitute valid notices hereunder, whether or not actually received. Until such time as Licensee notifies Licensor otherwise, a copy of each notice from Licensor to Licensee must be simultaneously rendered as aforesaid to Jay L. Cooper, Esq. or Mario F. Gonzalez, Esq., Greenberg Traurig LLP, 2450 Colorado Avenue, Suite 400E, Santa Monica, CA 90404.

11. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

12. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

Zomba Enterprises Inc.

By: _____

Mobliss, Inc.

By: _____

EXHIBIT CO 340

RING TONE LICENSE

Agreement made October 1, 2004 between BMG Music Publishing NA, Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and Emphasis Digital, LLC, 140 58th Street, Suite 2i, Brooklyn, NY 11220 (hereinafter "Licensee").

For good and valuable consideration, Licensor and the Licensee hereby agree as follows:

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on October 1, 2004 and expiring on September 30, 2005 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create an arrangement of the Compositions consisting of musical tones (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition, and record up to thirty (30) seconds of an Arrangement (the "Recording(s)");

(ii) To transform the Recordings into mobile ring tone formats or to incorporate up to thirty (30) seconds of a Composition as embodied in a pre-existing master recording (a "Master Recording") into a ring tone format (individually and collectively, a "Ring Tone");

(iii) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")

(iv) Subject to paragraph 1(b) below, to synchronize Ring Tones with graphic images (a "Graphic") (collectively, a "Graphic Tone") which may be viewed solely on a Customer's mobile telephone;

(v) To download or otherwise transmit Ring Tones or Graphic Tones onto mobile telephones (for a fee or otherwise) for personal use by the Customers (a "Download"), for the express purpose of such Ring Tone(s) sounding as a ringing alert on such mobile telephones;

(vi) To promote and advertise segments of the Graphic Tones or Ring Tones (not to exceed thirty (30) seconds each) on Customer's mobile phones and Licensee's and/or Third Party Companies' web site(s) for the sole purpose of allowing a Customer to preview a Ring Tone before purchasing same.

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Notwithstanding anything to the contrary contained herein, each Graphic Tone shall be subject to Licensor's prior written approval and shall be listed on Schedule "B" attached hereto.

(c) Schedule "A" and Schedule "B" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(d) All Arrangements created pursuant to this license shall be considered a "work made for hire" for Licensor. In the event the Arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the Arrangements and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

2. Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that Licensor shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

(a) Ring Tones: With respect to each individual Download of a Ring Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Ring Tone Downloaded (the "Ring Tone Royalty"), provided that in no circumstances shall the Ring Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.13 per Download irrespective of the price (if any) actually charged;

(b) Graphic Tones: With respect to each individual Download of a Graphic Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by fifteen percent (15%) of the actual price charged to Customers for each Graphic Tone Downloaded (the "Graphic Tone Royalty"), provided that in no circumstances shall the Graphic Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.20 per Download irrespective of the price (if any) actually charged;

(c) Fixing Fee: For each Composition initially converted to a Ring Tone or Graphic Tone, a one-time non-recoupable fixing fee equal to the Licensor Share of each applicable Composition multiplied by $25 (the "Fixing Fee"). For avoidance of doubt, if a Fixing Fee for a particular Composition is paid in connection with the creation of a Ring Tone, an additional Fixing Fee will not be due if such Ring Tone is later converted to a Graphic Tone. Conversely, if a Graphic Tone is initially created by Licensee, an additional Fixing Fee will not be due if the applicable Composition is later exploited solely as a Ring Tone.

(d) Advance: An advance of $5,000 recoupable from all Royalties payable hereunder.

(e) If at any time during the Term hereof Licensee pays any royalty, fixing or other service fee in connection with its Ring Tone or Graphic Tone service within the Territory to any other owner or administrator of musical compositions higher than the Ring Tone Royalty, Graphic Tone Royalty or Fixing Fee specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Ring Tones and Graphic Tones Downloaded; and (ii) all Ring Tones and Graphic Tones created. Each accounting shall report each Composition by title, song code number (as indicated on Schedules A and B), the number of Downloads and the resultant applicable Royalties due hereunder and be accompanied by payment to Licensor of all Royalties and Fixing Fees due. All accountings and resultant royalties and fees shall be forwarded to BMG Music Publishing NA, Inc., 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones and Graphic Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of five percent (5%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensor gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Recordings or Ring Tones whatsoever.

8. (a) Licensor represents, warrants and agrees as follows (with respect to the Licensor Share of the Compositions described in Schedules A and B):

(i) Licensor has full right, power and authority to enter into this agreement and to grant to the Licensee all rights herein set out upon the terms and conditions herein.

(ii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iii) Licensor will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom Licensor administer with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(ii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iii) Upon receipt of written instruction from Licensor, Licensee shall not, to the extent permitted by law, license any Customer or other user that is engaged in piracy, illegal activities or other unauthorized use of the Ring Tones or the Compositions, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor.

(iv) Licensee shall either own or control and/or have valid and enforceable licenses with the applicable rights holders with respect to all aspects of their Ring Tone service including, without limitation, any Master Recordings and/or Graphics.

(c) Each party (for these purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Indemnitee shall notify Indemnitor of any claim presented to Indemnitee by a third party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the proceeding. No such claim asserted by a third party may be settled by Indemnitee without Indemnitor's prior written consent (such consent not to be unreasonably withheld or delayed), so long as Indemnitor is actively defending such claim in a manner consistent with industry norms, unless Indemnitee shall agree not to seek Indemnity from Indemnitor for any settlement payment made by Indemnitee to the claimant.

9. (a) For the avoidance of doubt, no rights are granted in any Master Recordings of the Composition(s) or Graphics, and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

11. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

BMG Music Publishing NA, Inc.

By: _____

Emphasis Digital, LLC

By: _____
Managing Member

EXHIBIT CO 341

RING TONE LICENSE

Agreement made October 1, 2004 between BMG Music Publishing NA, Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and Mobliss, Inc., ~~506 Second Avenue~~, Seattle, WA 98104 (hereinafter "Licensee").
821 Second Avenue
Suite 1400

For good and valuable consideration, Licensor and the Licensee hereby agree as follows:

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on September 1, 2004 and expiring on October 31, 2005 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create arrangements of the Compositions consisting of musical tones (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition, and record up to thirty (30) seconds of an Arrangement (the "Recording(s)");

(ii) To transform the Recordings into mobile ring tone formats or to incorporate up to thirty (30) seconds of a Composition as embodied in a pre-existing master recording (a "Master Recording") into a ring tone format (individually and collectively, a "Ring Tone");

(iii) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")

(iv) Subject to paragraph 1(b) below, to synchronize Ring Tones with graphic images (a "Graphic") (collectively, a "Graphic Tone") which may be viewed solely on a Customer's mobile telephone;

(v) To download or otherwise transmit Ring Tones or Graphic Tones onto mobile telephones or other handheld mobile devices (for a fee or otherwise) for personal use by the Customers (a "Download"), for the express purpose of such Ring Tone(s) sounding as a ringing alert on such mobile telephones;

(vi) To promote and advertise segments of the Graphic Tones or Ring Tones (not to exceed thirty (30) seconds each) on Customer's mobile phones and Licensee's and/or Third Party Companies' web site(s) for the sole purpose of allowing a Customer to preview a Ring Tone before purchasing same.

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Notwithstanding anything to the contrary contained herein, each Graphic Tone shall be subject to Licensor's prior written approval and shall be listed on Schedule "B" attached hereto.

(c) Schedule "A" and Schedule "B" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(d) All Arrangements created pursuant to this license shall be considered a "work made for hire" for Licensor. In the event the Arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the Arrangements and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

2. Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that Licensor shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

(a) Ring Tones: With respect to each individual Download of a Ring Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Ring Tone Downloaded (the "Ring Tone Royalty"), provided that in no circumstances shall the Ring Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.13 per Download irrespective of the price (if any) actually charged;

(b) Graphic Tones: With respect to each individual Download of a Graphic Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by fifteen percent (15%) of the actual price charged to Customers for each Graphic Tone Downloaded (the "Graphic Tone Royalty"), provided that in no circumstances shall the Graphic Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.20 per Download irrespective of the price (if any) actually charged;

(c) Advance: An advance of $5,000 recoupable from all Royalties payable hereunder.

(d) If at any time during the Term hereof Licensee pays any royalty, fixing or other service fee in connection with its service within the Territory to any other owner or administrator of musical compositions higher than the Ring Tone Royalty or Graphic Tone Royalty specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Ring Tones and Graphic Tones Downloaded; and (ii) all Ring Tones and Graphic Tones created. Each accounting shall report each Composition by title, song code number (as indicated on Schedules A and B), the number of Downloads and the resultant applicable Royalties due hereunder and be accompanied by payment to Licensor of all Royalties due. All accountings and resultant royalties and fees shall be forwarded to BMG Music Publishing NA, Inc., 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones and Graphic Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once. Licensor may conduct such examination only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of ten percent (10%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

(d) Legal action with respect to a specific accounting statement shall be barred if not commenced in a court of competent jurisdiction within three (3) years after such statement is received by Licensor.

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensor gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Recordings or Ring Tones whatsoever.

8. (a) Licensor represents, warrants and agrees as follows (with respect to the Licensor Share of the Compositions described in Schedules A and B):

(i) Licensor has full right, power and authority to enter into this agreement and to grant to the Licensee all rights herein set out upon the terms and conditions herein.

(ii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iii) Licensor will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom Licensor administer with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(ii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iii) Upon receipt of written instruction from Licensor, Licensee shall not, to the extent permitted by law, license any Customer or other user that is engaged in piracy, illegal activities or other unauthorized use of the Ring Tones or the Compositions, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor.

(iv) Licensee shall either own or control and/or have valid and enforceable licenses with the applicable rights holders with respect to all aspects of their Ring Tone service including, without limitation, any Master Recordings and/or Graphics.

(c) Each party (for these purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and

against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Indemnitee shall notify Indemnitor of any claim presented to Indemnitee by a third party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the proceeding. No such claim asserted by a third party may be settled by Indemnitee without Indemnitor's prior written consent (such consent not to be unreasonably withheld or delayed), so long as Indemnitor is actively defending such claim in a manner consistent with industry norms, unless Indemnitee shall agree not to seek indemnity from Indemnitor for any settlement payment made by Indemnitee to the claimant.

9. (a) For the avoidance of doubt, no rights are granted in any Master Recordings of the Composition(s) or Graphics, and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

10. All notices required to be given to a party hereto must be sent to the address for the party first mentioned herein, or to such new address if changed as described below, in order to be effective. Each party may change its respective address hereunder by notice in writing to the other. All notices sent under this Agreement must be in writing and, except for royalty statements, may be sent only by personal delivery, registered or certified mail (return receipt requested), or by overnight air courier if such courier actually provides proof of receipt. The day of mailing of any such notice will be deemed the date of the giving thereof (except notices of change of address, the date of which will be the date of receipt by the receiving party). Facsimile transmissions will not constitute valid notices hereunder, whether or not actually received. Until such time as Licensee notifies Licensor otherwise, a copy of each notice from Licensor to Licensee must be simultaneously rendered as aforesaid to Jay L. Cooper, Esq. or Mario F. Gonzalez, Esq., Greenberg Traurig LLP, 2450 Colorado Avenue, Suite 400E, Santa Monica, CA 90404.

11. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

12. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

BMG Music Publishing NA, Inc.

By: _____

Mobliss, Inc.

By: _____

EXHIBIT CO 342

RING TONE LICENSE

Agreement made October 1, 2004 between BMG Music Publishing NA, Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and Zapptrio, Inc., 20300 Stevens Creek Boulevard, Suite 300, Cupertino, CA 95014 (hereinafter "Licensee").

WHEREAS Licensor and Licensee have previously entered into a ring tone license for monophonic and polyphonic ring tones dated September 1, 2002 as amended (the "Prior Agreement"); and

WHEREAS Licensor and Licensee wish to terminate the Prior Agreement and replace same with this agreement.

Therefore, for good and valuable consideration, receipt of which is hereby acknowledged, Licensor and the Licensee hereby agree as follows:

1 (a) Upon execution of this agreement, the Prior Agreement shall be deemed to be terminated effective as of September 30, 2004. Notwithstanding the forgoing, all royalties and other fees payable under the Prior Agreement shall continue to be payable to Licensee pursuant to the terms contained in Article 4 below.

2. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on October 1, 2004 and expiring on September 30, 2005 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create an arrangement of the Compositions consisting of musical tones (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition, and record up to thirty (30) seconds of an Arrangement (the "Recording(s)");

(ii) To transform the Recordings into mobile ring tone formats or to incorporate up to thirty (30) seconds of a Composition as embodied in a pre-existing master recording (a "Master Recording") into a ring tone format (individually and collectively, a "Ring Tone");

(iii) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")

(iv) Subject to paragraph 1(b) below, to synchronize Ring Tones with graphic images (a "Graphic") (collectively, a "Graphic Tone") which may be viewed solely on a Customer's mobile telephone.

(v) To download or otherwise transmit Ring Tones or Graphic Tones onto mobile telephones (for a fee or otherwise) for personal use by the Customers (a "Download"), for the express purpose of such Ring Tone(s) sounding as a ringing alert on such mobile telephones;

(vi) To promote and advertise segments of the Graphic Tones or Ring Tones (not to exceed thirty (30) seconds each) on Customer's mobile phones and Licensee's and/or Third Party Companies' web site(s) for the sole purpose of allowing a Customer to preview a Ring Tone before purchasing same.

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Notwithstanding anything to the contrary contained herein, each Graphic Tone shall be subject to Licensor's prior written approval and shall be listed on Schedule "B" attached hereto.

(c) Schedule "A" and Schedule "B" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(d) All Arrangements created pursuant to this license shall be considered a "work made for hire" for Licensor. In the event the Arrangements shall be deemed not to be a work made for hire,

then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the Arrangements and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

2. Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that Licensor shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

(a) Ring Tones: With respect to each individual Download of a Ring Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Ring Tone Downloaded (the "Ring Tone Royalty"), provided that in no circumstances shall the Ring Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.13 per Download irrespective of the price (if any) actually charged;

(b) Graphic Tones: With respect to each individual Download of a Graphic Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by fifteen percent (15%) of the actual price charged to Customers for each Graphic Tone Downloaded (the "Graphic Tone Royalty"), provided that in no circumstances shall the Graphic Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $ 20 per Download irrespective of the price (if any) actually charged;

(c) Fixing Fee: For each Composition initially converted to a Ring Tone or Graphic Tone, a one-time non-recoupable fixing fee equal to the Licensor Share of each applicable Composition multiplied by $25 (the "Fixing Fee"). For avoidance of doubt, if a Fixing Fee for a particular Composition is paid in connection with the creation of a Ring Tone, an additional Fixing Fee will not be due if such Ring Tone is later converted to a Graphic Tone. Conversely, if a Graphic Tone is initially created by Licensee, an additional Fixing Fee will not be due if the applicable Composition is later exploited solely as a Ring Tone.

(d) If at any time during the Term hereof Licensee pays any royalty, fixing or other service fee in connection with its Ring Tone or Graphic Tone service within the Territory to any other owner or administrator of musical compositions higher than the Ring Tone Royalty, Graphic Tone Royalty or Fixing Fee specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

4 Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Ring Tones and Graphic Tones Downloaded; and (ii) all Ring Tones and Graphic Tones created. Each accounting shall report each Composition by title, song code number (as indicated on Schedules A and B), the number of Downloads and the resultant applicable Royalties due hereunder and be accompanied by payment to Licensor of all Royalties and Fixing Fees due. All accountings and resultant royalties and fees shall be forwarded to BMG Music Publishing NA, Inc., 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones and Graphic Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of five percent (5%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensor gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Recordings or Ring Tones whatsoever

8. (a) Licensor represents, warrants and agrees as follows (with respect to the Licensor Share of the Compositions described in Schedules A and B):

(i) Licensor has full right, power and authority to enter into this agreement and to grant to the Licensee all rights herein set out upon the terms and conditions herein.

(ii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party

(iii) Licensor will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom Licensor administer with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(ii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iii) Upon receipt of written instruction from Licensor, Licensee shall not, to the extent permitted by law, license any Customer or other user that is engaged in piracy, illegal activities or other unauthorized use of the Ring Tones or the Compositions, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor.

(iv) Licensee shall either own or control and/or have valid and enforceable licenses with the applicable rights holders with respect to all aspects of their Ring Tone service including, without limitation, any Master Recordings and/or Graphics.

(c) Each party (for these purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Indemnitee shall notify Indemnitor of any claim presented to Indemnitee by a third party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the proceeding. No such claim asserted by a third party may be settled by Indemnitee without Indemnitor's prior written consent (such consent not to be unreasonably withheld or delayed), so long as Indemnitor is actively defending such claim in a manner consistent with industry norms, unless Indemnitee shall agree not to seek indemnity from Indemnitor for any settlement payment made by Indemnitee to the claimant.

9. (a) For the avoidance of doubt, no rights are granted in any Master Recordings of the Composition(s) or Graphics, and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

11. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

BMG Music Publishing NA, Inc.

By: _____

Zapptrio, Inc.

By: _____

ZAPPTRIO, INC.

DAVID J. KALTSAS
Vice President, Business
Development & Content Acquisition

EXHIBIT CO 343

June 15, 2005

FILE COPY

MADACY SPECIAL PRODUCTS

Mr. Sean Melia
Director, Legal & Business Affairs
BMG Music Publishing
1540 Broadway
New York, NY 10036-4098
USA

MADACY SPECIAL MARKETS

Re: Karaoke License Agreement

Dear Sean:

MADACY LATINO

On January 1, 2005, Madacy entered into a Karaoke License Agreement with BMG Music Publishing NA, Inc. & Zomba Enterprises, Inc. commencing on September 1, 2004, and expiring on December 31, 2006. Please be advised that on April 20, 2005, Madacy Entertainment Group, Ltd. transferred all of its assets to Madacy Entertainment LP in the course of effecting an initial public offering. As a consequence, Madacy Entertainment LP has assumed all of the rights and obligations under the License, including the obligation to pay royalties thereunder (refer to Clause 6 of Agreement).

MADACY KIDS

We would appreciate you adjusting your records accordingly to reflect "Madacy Entertainment LP" as the licensee under the license and return an acknowledgement of this letter to us for our records using my direct fax line at (514) 733-7399.

Thanking you in advance for your kind attention to this matter, we remain,

MADACY LABEL GROUP

Yours truly,

MADACY ENTERTAINMENT LP

MADACY CHRISTIAN

Hillel Frankel
President

We hereby acknowledge the foregoing.

BMG Music Publishing NA, Inc. & Zomba Enterprises, Inc.

MADACY HOME VIDEO

Peter Bradley

~~Sean Melia~~ Peter Bradley
V.P. ~~Director,~~ Legal & Business Affairs

Madacy Entertainment LP
3333 Graham Blvd, Suite 102
Montreal (QC) Canada H3R 3L5
514 341 5600
514 341 6565
www.madacy.com

EXHIBIT CO 344

RING TONE LICENSE

Agreement made September 1, 2004 between BMG Music Publishing NA, Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and Wildseed, Ltd., 10210 NE Points Drive, Suite 300, Kirkland, WA 98033 (hereinafter "Licensee").

For good and valuable consideration, Licensor and the Licensee hereby agree as follows:

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on September 1, 2004 and expiring on August 31, 2005 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create an arrangement of the Compositions consisting of musical tones without lyrics or instrumentation (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition;
(ii) To record up to forty five (45) seconds of an Arrangement (the "Recording(s)");
(iii) To transform the Recording(s) into polyphonic or monophonic mobile telephone ring tone formats ("the Ring Tone(s)");
(iv) To embed the Ring Tones into in a "Smart Skin" featuring the name and likeness of the recording artist professionally known as Nelly (the "Product") created by Licensee for sale to consumers (the "Customers") for the express purpose of providing Customers with a selection of Nelly content for their mobile phones including the option of using the Ring Tone(s) as the ringing alert on same;
(vi) To promote and advertise segments of the Ring Tones (not to exceed thirty (30) seconds each) solely on Licensee's web site(s) (i.e. a web site in which Customer can preview the Ring Tones before purchasing the Product).

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) All Arrangements created pursuant to this license shall be considered a "work made for hire" for Licensor. In the event the Arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the Arrangements and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

2. In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

(a) With respect to each Product manufactured by or on behalf of Licensee, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by twelve cents ($.12) ("the Royalty").

(b) For each Composition converted to a Ring Tone, a one-time non-recoupable fixing fee equal to the Licensor Share of each applicable Composition multiplied by $25 (the "Fixing Fee");

(c) An advance of $1,500 recoupable from all Royalties payable hereunder.

(d) If at any time during the Term hereof Licensee pays any royalty or fixing fee in connection with the Product, or any similar "Smart Skin" product containing ring tones, to any other owner or administrator of musical compositions higher than the Royalty or Fixing Fee specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

3. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting specifying the number of units of the Product manufactured and be accompanied by

payment to Licensor of all Royalties and Fixing Fees due. All accountings and resultant royalties and fees shall be forwarded to BMG Music Publishing, , 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Manager of New Media.

4. (a) Licensee shall maintain accurate and complete records and books of account containing all information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of five percent (5%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

5. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or license shall be void *ab initio*.

6. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensor gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 6 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Recordings or Ring Tones whatsoever. Licensee shall destroy all of the Ring Tones and shall within fifteen (15) days after the end of the Term deliver to Licensor an affidavit evidencing such destruction. Licensee shall have the right for a period of one (1) year following the expiration or termination of the Term to sell-off all existing copies of the Product manufactured prior to the end of the Term, subject to Licensee ' continuing to account to Licensor in accordance with the provisions contained herein. Licensee shall not intentionally manufacture unreasonable numbers of the Product in anticipation of the end of the Term.

7. (a) Licensor represents, warrants and agrees as follows (with respect to the Licensor Share of the Compositions described in Schedule A):

(i) Licensor has full right, power and authority to enter into this agreement and to grant to the Licensee all rights herein set out upon the terms and conditions herein.

(ii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iii) Licensor will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom Licensor administer with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(ii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iii) Upon receipt of written instruction from Licensor, Licensee shall not, to the extent permitted by law, license any Customer or other user that is engaged in piracy, illegal activities or other unauthorized use of the Ring Tones or the Compositions, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor.

(iv) Licensee shall either own or control and/or have valid and enforceable licenses with the applicable rights holders with respect to all aspects of their Ring Tone service including, without limitation, the name and likeness of Nelly.

(c) Each party (for these purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Indemnitee shall notify Indemnitor of any claim presented to Indemnitee by a third party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the proceeding. No such claim asserted by a third party may be settled by Indemnitee without Indemnitor's prior written consent (such consent not to be unreasonably withheld or delayed), so long as Indemnitor is actively defending such claim in a manner consistent with industry norms, unless Indemnitee shall agree not to seek indemnity from Indemnitor for any settlement payment made by Indemnitee to the claimant.

8. (a) For the avoidance of doubt, no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with the Product throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance

monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

9. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

AS WITNESS the hands of the parties the day and year first above written

BMG Music Publishing NA, Inc.

By: _____

Wildseed, Ltd.

By: _____

SCHEDULE "A"

Title	Controlled Writer(s)	Licensor Share	Song Code #
"Pimp Juice"	Cornell Haynes	50%	0328706

EXHIBIT CO 345

Mobile Phone Karaoke License

Agreement made September 1, 2004 between BMG Music Publishing NA, Inc., 1540 Broadway, New York, New York 10036 (hereinafter referred to as "Licensor") and First International Digital, Inc., 135 West Central Road, Schaumburg, IL 60195 (hereinafter "Licensee").

For good and valuable consideration, Licensor and Licensee hereby agree as follows:

(a) Licensor grants to Licensee the non-exclusive license for the territory of the World ("the Territory") for a term commencing on September 1, 2004 and expiring on August 31, 2005 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) The right to create digital sound recordings of the Compositions (the "File(s)");

(ii) The right to reprint the lyrics of the Compositions (the "Lyrics") on the Sites (defined below);

(iii) The right to synchronize the Files to the Lyrics and additional background images (the "Images") which may be blank or consist of visual images which may or may not follow the theme of the Composition (collectively a "Work").

(iv) The right to create a database containing the Works which is accessible by Licensee's customers or subscribers and/or third party companies serviced by Licensee ("Third Party Companies") who in turn service customers or subscribers (the "Customers");

(v) The right to download from the Sites to Customers' personal mobile telephones ("Phones"), for a fee or otherwise, the Work(s) (a "Download");

(vi) The right to store Works on Licensee's central server in order for each applicable Customer to access Works previously Downloaded;

(vii) The right to allow Customers to solely play back the Works via a Phone and view the Lyrics for the express purpose of singing along to the Compositions;

(viii) The right to promote and advertise segments of the Works (not to exceed thirty (30) seconds each) solely via streaming such segments from Licensee's servers to Customer's Phones and/or allowing Customers to listen to streamed segments from Licensee's and/or Third Party Companies' websites (the "Sites") for the sole purpose of allowing Customers the opportunity to preview a Work before purchasing same.

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Schedule "A" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(c) All arrangements of the Compositions created by Licensee in connection with the creation of the Works shall be considered a "work made for hire" for Licensor. In the event such arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the arrangements of the Works and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

2. Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time due to an objection or claim received by the writer(s), co-publisher(s) or owner(s) of such Compositions (a "Restricted Composition"). In the event that Licensor shall request Licensee to cease using any Restricted Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

(a) For each Composition converted to a Work, a one-time non-recoupable fixing fee equal to Licensor 's percentage of control of the each applicable Composition (the "Licensor Share") multiplied by $25 (the "Fixing Fee");

(b) With respect to each individual Download, a sum equal to the Licensor Share of each applicable Composition multiplied by fifteen percent (15%) of the actual price charged to Customers for each Work Downloaded ("the Royalty"), provided that in no circumstances shall the Royalty be less than the Licensor Share of each applicable Composition multiplied by $.25 per Download irrespective of the price (if any) actually charged.

(c) An advance of $1,000 which shall be recoupable from the Royalties payable hereunder.

(d) If at any time during the Term hereof Licensee pays any royalty or fixing fee in connection with its karaoke service in relation to downloading or otherwise obtaining musical compositions from the Sites within the Territory to any other owner or administrator of musical compositions higher than the Royalty or Fixing Fee specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Works Downloaded and (ii) all new Works created. Each accounting shall report each Composition by title, song code number (as indicated on Schedule A), the number of Downloads and the resultant Royalties due hereunder and be accompanied by payment to Licensor of all Royalties and Fixing Fees due. All accountings and resultant royalties shall be forwarded to Director of New Media, 1540 Broadway, New York, NY 10036.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Works hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of ten percent (10%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable third party audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent (not to be unreasonably withheld) and any purported such assignment, transfer or license shall be void *ab initio*.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to

Licensor's satisfaction within thirty (30) days after Licensee's receipt of Licensor's notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent, not to be unreasonably withheld.

(b) Subject to U.S. bankruptcy law, this Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Works hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Files, Lyrics or Works whatsoever.

8. (a) Licensor represents, warrants and agrees as follows (with respect to the Licensor Share of the Compositions described in Schedule A):

(i) Licensor has full right, power and authority to enter into this agreement and to grant to Licensee all rights set forth herein.

(ii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iii) Licensor will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom Licensor administers with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(ii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iii) Licensee shall either own or control and/or have valid and enforceable licenses with the applicable rights holders with respect to all aspects of their karaoke service.

(iv) Licensee shall not synchronize any Composition with any Images that could reasonably be perceived as offensive or obscene or as an endorsement of any unrelated product or service.

(v) Licensee shall not use the Composition in a manner that infringes upon the proprietary rights of any third party (including without limitation intellectual property, publicity and privacy rights) or in connection with endorsements, commercials, co-promotions or cross-promotions of any service, product or entity.

(c) Each party (for these purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Indemnitee shall notify Indemnitor of any claim presented to Indemnitee by a third party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the proceeding. No such claim asserted by a third party may be settled by Indemnitee without Indemnitor's prior written consent (such consent not to be unreasonably withheld or delayed), so long as Indemnitor is actively defending such claim in a manner consistent with industry norms, unless Indemnitee shall agree not to seek indemnity from Indemnitor for any settlement payment made by Indemnitee to the claimant.

9. (a) For the avoidance of doubt, no rights are granted other that those expressly referred to herein including, without limitation, the Images and any master recordings of the Compositions.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its karaoke service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with karaoke, if any, and no public performance license is granted hereunder.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

11. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

BMG Music Publishing NA, Inc.

By: _____

Agreed and Accepted:

First International Digital, Inc.

By: _____

SCHEDULE "A"

COMPOSITIONS

Please see attached sheet

EXHIBIT CO 346

Mobile Phone Karaoke License

Agreement made September 1, 2004 between Zomba Productions, Inc., 1540 Broadway, New York, New York 10036 (hereinafter referred to as "Licensor") and First International Digital, Inc., 135 West Central Road, Schaumburg, IL 60195 (hereinafter "Licensee").

For good and valuable consideration, Licensor and Licensee hereby agree as follows:

(a) Licensor grants to Licensee the non-exclusive license for the territory of the World ("the Territory") for a term commencing on September 1, 2004 and expiring on August 31, 2005 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) The right to create digital sound recordings of the Compositions (the "File(s)");

(ii) The right to reprint the lyrics of the Compositions (the "Lyrics") on the Sites (defined below);

(iii) The right to synchronize the Files to the Lyrics and additional background images (the "Images") which may be blank or consist of visual images which may or may not follow the theme of the Composition (collectively a "Work").

(iv) The right to create a database containing the Works which is accessible by Licensee's customers or subscribers and/or third party companies serviced by Licensee ("Third Party Companies") who in turn service customers or subscribers (the "Customers");

(v) The right to download from the Sites to Customers' personal mobile telephones ("Phones"), for a fee or otherwise, the Work(s) (a "Download");

(vi) The right to store Works on Licensee's central server in order for each applicable Customer to access Works previously Downloaded;

(vii) The right to allow Customers to solely play back the Works via a Phone and view the Lyrics for the express purpose of singing along to the Compositions;

(viii) The right to promote and advertise segments of the Works (not to exceed thirty (30) seconds each) solely via streaming such segments from Licensee's servers to Customer's Phones and/or allowing Customers to listen to streamed segments from Licensee's and/or Third Party Companies' websites (the "Sites") for the sole purpose of allowing Customers the opportunity to preview a Work before purchasing same.

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Schedule "A" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(c) All arrangements of the Compositions created by Licensee in connection with the creation of the Works shall be considered a "work made for hire" for Licensor. In the event such arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the arrangements of the Works and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

2. Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time due to an objection or claim received by the writer(s), co-publisher(s) or owner(s) of such Compositions (a "Restricted Composition"). In the event that Licensor shall request Licensee to cease using any Restricted Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

(a) For each Composition converted to a Work, a one-time non-recoupable fixing fee equal to Licensor 's percentage of control of the each applicable Composition (the "Licensor Share") multiplied by $25 (the "Fixing Fee");

(b) With respect to each individual Download, a sum equal to the Licensor Share of each applicable Composition multiplied by fifteen percent (15%) of the actual price charged to Customers for each Work Downloaded ("the Royalty"), provided that in no circumstances shall the Royalty be less than the Licensor Share of each applicable Composition multiplied by $.25 per Download irrespective of the price (if any) actually charged.

(c) An advance of $1,000 which shall be recoupable from the Royalties payable hereunder.

(d) If at any time during the Term hereof Licensee pays any royalty or fixing fee in connection with its karaoke service in relation to downloading or otherwise obtaining musical compositions from the Sites within the Territory to any other owner or administrator of musical compositions higher than the Royalty or Fixing Fee specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Works Downloaded and (ii) all new Works created. Each accounting shall report each Composition by title, song code number (as indicated on Schedule A), the number of Downloads and the resultant Royalties due hereunder and be accompanied by payment to Licensor of all Royalties and Fixing Fees due. All accountings and resultant royalties shall be forwarded to Director of New Media, 1540 Broadway, New York, NY 10036.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Works hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of ten percent (10%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable third party audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent (not to be unreasonably withheld) and any purported such assignment, transfer or license shall be void *ab initio.*

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to

Licensor's satisfaction within thirty (30) days after Licensee's receipt of Licensor's notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent, not to be unreasonably withheld.

(b) Subject to U.S. bankruptcy law, this Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Works hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Files, Lyrics or Works whatsoever.

8. (a) Licensor represents, warrants and agrees as follows (with respect to the Licensor Share of the Compositions described in Schedule A):

(i) Licensor has full right, power and authority to enter into this agreement and to grant to Licensee all rights set forth herein.

(ii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iii) Licensor will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom Licensor administers with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(ii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iii) Licensee shall either own or control and/or have valid and enforceable licenses with the applicable rights holders with respect to all aspects of their karaoke service.

(iv) Licensee shall not synchronize any Composition with any Images that could reasonably be perceived as offensive or obscene or as an endorsement of any unrelated product or service.

(v) Licensee shall not use the Composition in a manner that infringes upon the proprietary rights of any third party (including without limitation intellectual property, publicity and privacy rights) or in connection with endorsements, commercials, co-promotions or cross-promotions of any service, product or entity.

(c) Each party (for these purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Indemnitee shall notify Indemnitor of any claim presented to Indemnitee by a third party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the proceeding. No such claim asserted by a third party may be settled by Indemnitee without Indemnitor's prior written consent (such consent not to be unreasonably withheld or delayed), so long as Indemnitor is actively defending such claim in a manner consistent with industry norms, unless Indemnitee shall agree not to seek indemnity from Indemnitor for any settlement payment made by Indemnitee to the claimant.

9. (a) For the avoidance of doubt, no rights are granted other that those expressly referred to herein including, without limitation, the Images and any master recordings of the Compositions.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its karaoke service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with karaoke, if any, and no public performance license is granted hereunder.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

11. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

Zomba Enterprises, Inc.

By: _____

Agreed and Accepted:

First International Digital, Inc.

By: _____

SCHEDULE "A"

COMPOSITIONS

Please see attached sheet

EXHIBIT CO 347

RING TONE LICENSE

Agreement made September 1, 2004 between BMG Music Publishing NA, Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and Jivjiv Corporation, 82 Appleton Street, Arlington, MA 02476 (hereinafter "Licensee").

For good and valuable consideration, Licensor and the Licensee hereby agree as follows:

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on September 1, 2004 and expiring on August 31, 2005 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create an arrangement of the Compositions consisting of musical tones (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition, and record up to thirty (30) seconds of an Arrangement (the "Recording(s)");

(ii) To transform the Recordings into mobile ring tone formats or to incorporate up to thirty (30) seconds of a Composition as embodied in a pre-existing master recording (a "Master Recording") into a ring tone format (individually and collectively, a "Ring Tone");

(iii) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")

(iv) Subject to paragraph 1(b) below, to synchronize Ring Tones with graphic images (a "Graphic") (collectively, a "Graphic Tone") which may be viewed solely on a Customer's mobile telephone;

(v) To download or otherwise transmit Ring Tones or Graphic Tones onto mobile telephones (for a fee or otherwise) for personal use by the Customers (a "Download"), for the express purpose of such Ring Tone(s) sounding as a ringing alert on such mobile telephones;

(vi) To promote and advertise segments of the Graphic Tones or Ring Tones (not to exceed thirty (30) seconds each) on Customer's mobile phones and Licensee's and/or Third Party Companies' web site(s) for the sole purpose of allowing a Customer to preview a Ring Tone before purchasing same.

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Notwithstanding anything to the contrary contained herein, each Graphic Tone shall be subject to Licensor's prior written approval and shall be listed on Schedule "B" attached hereto.

(c) Schedule "A" and Schedule "B" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(d) All Arrangements created pursuant to this license shall be considered a "work made for hire" for Licensor. In the event the Arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the Arrangements and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

2. Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that Licensor shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

(a) Ring Tones: With respect to each individual Download of a Ring Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Ring Tone Downloaded (the "Ring Tone Royalty"), provided that in no circumstances shall the Ring Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.13 per Download irrespective of the price (if any) actually charged;

(b) Graphic Tones: With respect to each individual Download of a Graphic Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by fifteen percent (15%) of the actual price charged to Customers for each Graphic Tone Downloaded (the "Graphic Tone Royalty"), provided that in no circumstances shall the Graphic Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.20 per Download irrespective of the price (if any) actually charged;

(c) Advance: An advance of $5,000 recoupable from all Royalties payable hereunder.

(d) If at any time during the Term hereof Licensee pays any royalty or other service fee in connection with its Ring Tone or Graphic Tone service within the Territory to any other owner or administrator of musical compositions higher than the Ring Tone Royalty or Graphic Tone Royalty specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty to Licensor retroactively to the first accounting period during which such higher royalty is accounted to such other owner or administrator.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Ring Tones and Graphic Tones Downloaded; and (ii) all Ring Tones and Graphic Tones created. Each accounting shall report each Composition by title, song code number (as indicated on Schedules A and B), the number of Downloads and the resultant applicable Royalties due hereunder and be accompanied by payment to Licensor of all Royalties due. All accountings and resultant royalties and fees shall be forwarded to BMG Music Publishing NA, Inc., 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones and Graphic Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of five percent (5%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensor gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Recordings or Ring Tones whatsoever.

8. (a) Licensor represents, warrants and agrees as follows (with respect to the Licensor Share of the Compositions described in Schedules A and B):

(i) Licensor has full right, power and authority to enter into this agreement and to grant to the Licensee all rights herein set out upon the terms and conditions herein.

(ii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iii) Licensor will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom Licensor administer with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(ii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iii) Upon receipt of written instruction from Licensor, Licensee shall not, to the extent permitted by law, license any Customer or other user that is engaged in piracy, illegal activities or other unauthorized use of the Ring Tones or the Compositions, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor.

(iv) Licensee shall either own or control and/or have valid and enforceable licenses with the applicable rights holders with respect to all aspects of their Ring Tone service including, without limitation, any Master Recordings and/or Graphics.

(c) Each party (for these purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Indemnitee shall notify Indemnitor of any claim presented to Indemnitee by a third

party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the proceeding. No such claim asserted by a third party may be settled by Indemnitee without Indemnitor's prior written consent (such consent not to be unreasonably withheld or delayed), so long as Indemnitor is actively defending such claim in a manner consistent with industry norms, unless Indemnitee shall agree not to seek indemnity from Indemnitor for any settlement payment made by Indemnitee to the claimant.

9. (a) For the avoidance of doubt, no rights are granted in any Master Recordings of the Composition(s) or Graphics, and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

11. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

BMG Music Publishing NA, Inc.

By: _____

Jivjiv Corporation

By: _____

EXHIBIT CO 348

RING TONE LICENSE

Agreement made September 1, 2004 between BMG Music Publishing NA, Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and Dwango Wireless, 200 West Mercer Street, Ste. 501, Seattle, Washington 98119 (hereinafter "Licensee").

For good and valuable consideration, Licensor and the Licensee hereby agree as follows:

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on September 1, 2004 and expiring on August 31, 2005 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create an arrangement of the Compositions consisting of musical tones (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition, and record up to thirty (30) seconds of an Arrangement (the "Recording(s)");

(ii) To transform the Recordings into mobile ring tone formats or to incorporate up to thirty (30) seconds of a Composition as embodied in a pre-existing master recording (a "Master Recording") into a ring tone format (individually and collectively, a "Ring Tone");

(iii) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")

(iv) Subject to paragraph 1(b) below, to synchronize Ring Tones with graphic images (a "Graphic") (collectively, a "Graphic Tone") which may be viewed solely on a Customer's mobile telephone;

(v) To download or otherwise transmit Ring Tones or Graphic Tones onto mobile telephones (for a fee or otherwise) for personal use by the Customers (a "Download"), for the express purpose of such Ring Tone(s) sounding as a ringing alert on such mobile telephones;

(vi) To promote and advertise segments of the Graphic Tones or Ring Tones (not to exceed thirty (30) seconds each) on Customer's mobile phones and Licensee's and/or Third Party Companies' web site(s) for the sole purpose of allowing a Customer to preview a Ring Tone before purchasing same.

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Notwithstanding anything to the contrary contained herein, each Graphic Tone shall be subject to Licensor's prior written approval and shall be listed on Schedule "B" attached hereto.

(c) Schedule "A" and Schedule "B" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(d) All Arrangements created pursuant to this license shall be considered a "work made for hire" for Licensor. In the event the Arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the Arrangements and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

2. Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that Licensor shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

(a) Ring Tones: With respect to each individual Download of a Ring Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Ring Tone Downloaded (the "Ring Tone Royalty"), provided that in no circumstances shall the Ring Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.13 per Download irrespective of the price (if any) actually charged;

(b) Graphic Tones: With respect to each individual Download of a Graphic Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by fifteen percent (15%) of the actual price charged to Customers for each Graphic Tone Downloaded (the "Graphic Tone Royalty"), provided that in no circumstances shall the Graphic Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.20 per Download irrespective of the price (if any) actually charged;

(c) Fixing Fee: For each Composition initially converted to a Ring Tone or Graphic Tone, a one-time non-recoupable fixing fee equal to the Licensor Share of each applicable Composition multiplied by $25 (the "Fixing Fee"). For avoidance of doubt, if a Fixing Fee for a particular Composition is paid in connection with the creation of a Ring Tone, an additional Fixing Fee will not be due if such Ring Tone is later converted to a Graphic Tone. Conversely, if a Graphic Tone is initially created by Licensee, an additional Fixing Fee will not be due if the applicable Composition is later exploited solely as a Ring Tone.

(d) Advance: An advance of $5,000 recoupable from all Royalties payable hereunder.

(e) If at any time during the Term hereof Licensee pays any royalty, fixing or other service fee in connection with its Ring Tone or Graphic Tone service within the Territory to any other owner or administrator of musical compositions higher than the Ring Tone Royalty, Graphic Tone Royalty or Fixing Fee specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Ring Tones and Graphic Tones Downloaded; and (ii) all Ring Tones and Graphic Tones created. Each accounting shall report each Composition by title, song code number (as indicated on Schedules A and B), the number of Downloads and the resultant applicable Royalties due hereunder and be accompanied by payment to Licensor of all Royalties and Fixing Fees due. All accountings and resultant royalties and fees shall be forwarded to BMG Music Publishing NA, Inc., 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones and Graphic Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of five percent (5%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensor gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Recordings or Ring Tones whatsoever.

8. (a) Licensor represents, warrants and agrees as follows (with respect to the Licensor Share of the Compositions described in Schedules A and B):

(i) Licensor has full right, power and authority to enter into this agreement and to grant to the Licensee all rights herein set out upon the terms and conditions herein.

(ii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iii) Licensor will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom Licensor administer with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(ii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iii) Upon receipt of written instruction from Licensor, Licensee shall not, to the extent permitted by law, license any Customer or other user that is engaged in piracy, illegal activities or other unauthorized use of the Ring Tones or the Compositions, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor.

(iv) Licensee shall either own or control and/or have valid and enforceable licenses with the applicable rights holders with respect to all aspects of their Ring Tone service including, without limitation, any Master Recordings and/or Graphics.

(c) Each party (for these purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Indemnitee shall notify Indemnitor of any claim presented to Indemnitee by a third party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the proceeding. No such claim asserted by a third party may be settled by Indemnitee without Indemnitor's prior written consent (such consent not to be unreasonably withheld or delayed), so long as Indemnitor is actively defending such claim in a manner consistent with industry norms, unless Indemnitee shall agree not to seek indemnity from Indemnitor for any settlement payment made by Indemnitee to the claimant.

9. (a) For the avoidance of doubt, no rights are granted in any Master Recordings of the Composition(s) or Graphics, and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

11. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

BMG Music Publishing NA, Inc.

By: _____

Dwango Wireless

By: _____

DIRECTOR OF LICENSING

EXHIBIT CO 349

RING TONE LICENSE

Agreement made September 1, 2004 between BMG Music Publishing NA, Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and Namco America, Inc., 2055 Junction Avenue, San Jose, CA 95131 (hereinafter "Licensee").

For good and valuable consideration, Licensor and the Licensee hereby agree as follows:

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on September 1, 2004 and expiring on August 31, 2005 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create an arrangement of the Compositions consisting of musical tones (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition, and record up to sixty (60) seconds of an Arrangement (the "Recording(s)");

(ii) To transform the Recordings into mobile ring tone formats or to incorporate up to sixty (60) seconds of a Composition as embodied in a pre-existing master recording (a "Master Recording") into a ring tone format (individually and collectively, a "Ring Tone");

(iii) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")

(iv) Subject to paragraph 1(b) below, to synchronize Ring Tones with graphic images (a "Graphic") (collectively, a "Graphic Tone") which may be viewed solely on a Customer's mobile telephone;

(v) To download or otherwise transmit Ring Tones or Graphic Tones onto mobile telephones (for a fee or otherwise) for personal use by the Customers (a "Download"), for the express purpose of such Ring Tone(s) sounding as a ringing alert on such mobile telephones;

(vi) To promote and advertise segments of the Graphic Tones or Ring Tones (not to exceed thirty (30) seconds each) on Customer's mobile phones and Licensee's and/or Third Party Companies' web site(s) for the sole purpose of allowing a Customer to preview a Ring Tone before purchasing same.

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Notwithstanding anything to the contrary contained herein, each Graphic Tone shall be subject to Licensor's prior written approval and shall be listed on Schedule "B" attached hereto.

(c) Schedule "A" and Schedule "B" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(d) All Arrangements created pursuant to this license shall be considered a "work made for hire" for Licensor. In the event the Arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the Arrangements and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

2. Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that Licensor shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence; Licensee shall pay to Licensor the following:

(a) Ring Tones: With respect to each individual Download of a Ring Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Ring Tone Downloaded (the "Ring Tone Royalty"), provided that in no circumstances shall the Ring Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.13 per Download irrespective of the price (if any) actually charged;

(b) Graphic Tones: With respect to each individual Download of a Graphic Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by fifteen percent (15%) of the actual price charged to Customers for each Graphic Tone Downloaded (the "Graphic Tone Royalty"), provided that in no circumstances shall the Graphic Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.20 per Download irrespective of the price (if any) actually charged;

(c) Fixing Fee: For each Composition initially converted to a Ring Tone or Graphic Tone, a one-time non-recoupable fixing fee equal to the Licensor Share of each applicable Composition multiplied by $25 (the "Fixing Fee"). For avoidance of doubt, if a Fixing Fee for a particular Composition is paid in connection with the creation of a Ring Tone, an additional Fixing Fee will not be due if such Ring Tone is later converted to a Graphic Tone. Conversely, if a Graphic Tone is initially created by Licensee, an additional Fixing Fee will not be due if the applicable Composition is later exploited solely as a Ring Tone.

(d) If at any time during the Term hereof Licensee pays any royalty, fixing or other service fee in connection with its Ring Tone or Graphic Tone service within the Territory to any other owner or administrator of musical compositions higher than the Ring Tone Royalty, Graphic Tone Royalty or Fixing Fee specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Ring Tones and Graphic Tones Downloaded; and (ii) all Ring Tones and Graphic Tones created. Each accounting shall report each Composition by title, song code number (as indicated on Schedules A and B), the number of Downloads and the resultant applicable Royalties due hereunder and be accompanied by payment to Licensor of all Royalties and Fixing Fees due. All accountings and resultant royalties and fees shall be forwarded to BMG Music Publishing NA, Inc., 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones and Graphic Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of five percent (5%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensor gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Recordings or Ring Tones whatsoever.

8. (a) Licensor represents, warrants and agrees as follows (with respect to the Licensor Share of the Compositions described in Schedules A and B):

(i) Licensor has full right, power and authority to enter into this agreement and to grant to the Licensee all rights herein set out upon the terms and conditions herein.

(ii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iii) Licensor will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom Licensor administer with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(ii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iii) Upon receipt of written instruction from Licensor, Licensee shall not, to the extent permitted by law, license any Customer or other user that is engaged in piracy, illegal activities or other unauthorized use of the Ring Tones or the Compositions, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor.

(iv) Licensee shall either own or control and/or have valid and enforceable licenses with the applicable rights holders with respect to all aspects of their Ring Tone service including, without limitation, any Master Recordings and/or Graphics.

(c) Each party (for these purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Indemnitee shall notify Indemnitor of any claim presented to Indemnitee by a third party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the proceeding. No such claim asserted by a third party may be settled by Indemnitee without Indemnitor's prior written consent (such consent not to be unreasonably withheld or delayed), so long as Indemnitor is actively defending such claim in a manner consistent with industry norms, unless Indemnitee shall agree not to seek indemnity from Indemnitor for any settlement payment made by Indemnitee to the claimant.

9. (a) For the avoidance of doubt, no rights are granted in any Master Recordings of the Composition(s) or Graphics, and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

11. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

BMG Music Publishing NA, Inc.

By: _____

Namco America, Inc.

By: _____

EXHIBIT CO 350

RING TONE LICENSE

Agreement made September 1, 2004 between Zomba Enterprises, Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and Takenet, 353 East 78th Street #3D, New York, NY 10021 (hereinafter "Licensee").

For good and valuable consideration, Licensor and the Licensee hereby agree as follows:

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on September 1, 2004 and expiring on August 31, 2005 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create an arrangement of the Compositions consisting of musical tones (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition, and record up to sixty (60) seconds of an Arrangement (the "Recording(s)");

(ii) To transform the Recordings into mobile ring tone formats or to incorporate up to sixty (60) seconds of a Composition as embodied in a pre-existing master recording (a "Master Recording") into a ring tone format (individually and collectively, a "Ring Tone");

(iii) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")

(iv) To download or otherwise transmit Ring Tones onto mobile telephones (for a fee or otherwise) for personal use by the Customers (a "Download"), for the express purpose of such Ring Tone(s) sounding as a ringing alert on such mobile telephones;

(v) To promote and advertise segments of the Ring Tones (not to exceed thirty (30) seconds each) on Customer's mobile phones and Licensee's and/or Third Party Companies' web site(s) for the sole purpose of allowing a Customer to preview a Ring Tone before purchasing same.

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Schedule "A" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(c) All Arrangements created pursuant to this license shall be considered a "work made for hire" for Licensor. In the event the Arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the Arrangements and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

2. Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that Licensor shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

(a) Ring Tones: With respect to each individual Download of a Ring Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Ring Tone Downloaded (the "Ring Tone Royalty"), provided that in no circumstances shall the Ring Tone Royalty be less than the

Licensor Share of each applicable Composition multiplied by $.13 per Download irrespective of the price (if any) actually charged;

(b) Fixing Fee: For each Composition initially converted to a Ring Tone, a one-time non-recoupable fixing fee equal to the Licensor Share of each applicable Composition multiplied by $25 (the "Fixing Fee").

(c) Advance: An advance of $5,000 recoupable from all Royalties payable hereunder.

(d) If at any time during the Term hereof Licensee pays any royalty, fixing or other service fee in connection with its Ring Tone service within the Territory to any other owner or administrator of musical compositions higher than the Ring Tone Royalty or Fixing Fee specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Ring Tones Downloaded; and (ii) all Ring Tones created. Each accounting shall report each Composition by title, song code number (as indicated on Schedule A), the number of Downloads and the resultant applicable Royalties due hereunder and be accompanied by payment to Licensor of all Royalties and Fixing Fees due. All accountings and resultant royalties and fees shall be forwarded to Zomba Enterprises, Inc., 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of five percent (5%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensor gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Recordings or Ring Tones whatsoever.

8. (a) Licensor represents, warrants and agrees as follows (with respect to the Licensor Share of the Compositions described in Schedule A):

(i) Licensor has full right, power and authority to enter into this agreement and to grant to the Licensee all rights herein set out upon the terms and conditions herein.

(ii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iii) Licensor will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom Licensor administer with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(ii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iii) Upon receipt of written instruction from Licensor, Licensee shall not, to the extent permitted by law, license any Customer or other user that is engaged in piracy, illegal activities or other unauthorized use of the Ring Tones or the Compositions, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor.

(iv) Licensee shall either own or control and/or have valid and enforceable licenses with the applicable rights holders with respect to all aspects of their Ring Tone service including, without limitation, any Master Recordings.

(c) Each party (for these purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Indemnitee shall notify Indemnitor of any claim presented to Indemnitee by a third party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the proceeding. No such claim asserted by a third party may be settled by Indemnitee without Indemnitor's prior written consent (such consent not to be unreasonably withheld or delayed), so long as Indemnitor is actively defending such claim in a manner consistent with industry norms, unless Indemnitee shall agree not to seek indemnity from Indemnitor for any settlement payment made by Indemnitee to the claimant.

9. (a) For the avoidance of doubt, no rights are granted in any Master Recordings of the Composition(s), and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

11. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

Zomba Enterprises, Inc.

By: _____

Takenet

By: _____

RODRIGO ESTEVES

EXECUTIVE DIRECTOR, USA & CANADA

EXHIBIT CO 351

RING TONE LICENSE

Agreement made September 1, 2004 between Zomba Enterprises, Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and Lagardere Active North America, Inc., 1633 Broadway, New York, NY 10019 (hereinafter "Licensee").

For good and valuable consideration, Licensor and the Licensee hereby agree as follows:

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on September 1, 2004 and expiring on August 31, 2005 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create an arrangement of the Compositions consisting of musical tones (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition, and record up to thirty (30) seconds of an Arrangement (the "Recording(s)");

(ii) To transform the Recordings into mobile ring tone formats or to incorporate up to thirty (30) seconds of a Composition as embodied in a pre-existing master recording (a "Master Recording") into a ring tone format (individually and collectively, a "Ring Tone");

(iii) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")

(iv) To download or otherwise transmit Ring Tones onto mobile telephones (for a fee or otherwise) for personal use by the Customers (a "Download"), for the express purpose of such Ring Tone(s) sounding as a ringing alert on such mobile telephones;

(v) To promote and advertise segments of the Ring Tones (not to exceed thirty (30) seconds each) on Customer's mobile phones and Licensee's and/or Third Party Companies' web site(s) for the sole purpose of allowing a Customer to preview a Ring Tone before purchasing same.

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Schedule "A" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(c) All Arrangements created pursuant to this license shall be considered a "work made for hire" for Licensor. In the event the Arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the Arrangements and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

2. Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that Licensor shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

(a) Ring Tones: With respect to each individual Download of a Ring Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Ring Tone Downloaded (the "Ring Tone Royalty"), provided that in no circumstances shall the Ring Tone Royalty be less than the

Licensor Share of each applicable Composition multiplied by $.13 per Download irrespective of the price (if any) actually charged;

(b) Advance: An advance of $1,000 recoupable from all Royalties payable hereunder.

(c) If at any time during the Term hereof Licensee pays any royalty or other service fee in connection with its Ring Tone service within the Territory to any other owner or administrator of musical compositions higher than the Ring Tone Royalty specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty to Licensor retroactively to the first accounting period during which such higher royalty is accounted to such other owner or administrator.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Ring Tones Downloaded; and (ii) all Ring Tones created. Each accounting shall report each Composition by title, song code number (as indicated on Schedule A), the number of Downloads and the resultant applicable Royalties due hereunder and be accompanied by payment to Licensor of all Royalties due. All accountings and resultant royalties shall be forwarded to Zomba Enterprises, Inc., 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of five percent (5%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio.*

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensor gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

Schedulo A

Songtitle	Writor	%Controlled
Dred Strut	Alex Greggs	100%
Roughneckin'	Alex Greggs	100%
Heads High	Alex Greggs	100%
Dem Invaderz	Alex Greggs	100%
Weeza	Alex Greggs	100%
Klub Klashin'	Alex Greggs	100%

EXHIBIT CO 352

RING TONE LICENSE

Agreement made September 1, 2004 between Zomba Enterprises Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and Jivjiv Corporation, 82 Appleton Street, Arlington, MA 02476 (hereinafter "Licensee").

For good and valuable consideration, Licensor and the Licensee hereby agree as follows:

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on September 1, 2004 and expiring on August 31, 2005 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create an arrangement of the Compositions consisting of musical tones (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition, and record up to thirty (30) seconds of an Arrangement (the "Recording(s)");

(ii) To transform the Recordings into mobile ring tone formats or to incorporate up to thirty (30) seconds of a Composition as embodied in a pre-existing master recording (a "Master Recording") into a ring tone format (individually and collectively, a "Ring Tone");

(iii) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")

(iv) Subject to paragraph 1(b) below, to synchronize Ring Tones with graphic images (a "Graphic") (collectively, a "Graphic Tone") which may be viewed solely on a Customer's mobile telephone;

(v) To download or otherwise transmit Ring Tones or Graphic Tones onto mobile telephones (for a fee or otherwise) for personal use by the Customers (a "Download"), for the express purpose of such Ring Tone(s) sounding as a ringing alert on such mobile telephones;

(vi) To promote and advertise segments of the Graphic Tones or Ring Tones (not to exceed thirty (30) seconds each) on Customer's mobile phones and Licensee's and/or Third Party Companies' web site(s) for the sole purpose of allowing a Customer to preview a Ring Tone before purchasing same.

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Notwithstanding anything to the contrary contained herein, each Graphic Tone shall be subject to Licensor's prior written approval and shall be listed on Schedule "B" attached hereto.

(c) Schedule "A" and Schedule "B" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(d) All Arrangements created pursuant to this license shall be considered a "work made for hire" for Licensor. In the event the Arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the Arrangements and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

2. Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that Licensor shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

(a) Ring Tones: With respect to each individual Download of a Ring Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Ring Tone Downloaded (the "Ring Tone Royalty"), provided that in no circumstances shall the Ring Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.13 per Download irrespective of the price (if any) actually charged;

(b) Graphic Tones: With respect to each individual Download of a Graphic Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by fifteen percent (15%) of the actual price charged to Customers for each Graphic Tone Downloaded (the "Graphic Tone Royalty"), provided that in no circumstances shall the Graphic Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.20 per Download irrespective of the price (if any) actually charged;

(c) Advance: An advance of $5,000 recoupable from all Royalties payable hereunder.

(d) If at any time during the Term hereof Licensee pays any royalty or other service fee in connection with its Ring Tone or Graphic Tone service within the Territory to any other owner or administrator of musical compositions higher than the Ring Tone Royalty or Graphic Tone Royalty specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty to Licensor retroactively to the first accounting period during which such higher royalty is accounted to such other owner or administrator.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Ring Tones and Graphic Tones Downloaded; and (ii) all Ring Tones and Graphic Tones created. Each accounting shall report each Composition by title, song code number (as indicated on Schedules A and B), the number of Downloads and the resultant applicable Royalties due hereunder and be accompanied by payment to Licensor of all Royalties due. All accountings and resultant royalties and fees shall be forwarded to Zomba Enterprises Inc., 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones and Graphic Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of five percent (5%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensor gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Recordings or Ring Tones whatsoever.

8. (a) Licensor represents, warrants and agrees as follows (with respect to the Licensor Share of the Compositions described in Schedules A and B):

(i) Licensor has full right, power and authority to enter into this agreement and to grant to the Licensee all rights herein set out upon the terms and conditions herein.

(ii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iii) Licensor will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom Licensor administer with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(ii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iii) Upon receipt of written instruction from Licensor, Licensee shall not, to the extent permitted by law, license any Customer or other user that is engaged in piracy, illegal activities or other unauthorized use of the Ring Tones or the Compositions, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor.

(iv) Licensee shall either own or control and/or have valid and enforceable licenses with the applicable rights holders with respect to all aspects of their Ring Tone service including, without limitation, any Master Recordings and/or Graphics.

(c) Each party (for these purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Indemnitee shall notify Indemnitor of any claim presented to Indemnitee by a third

party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the proceeding. No such claim asserted by a third party may be settled by Indemnitee without Indemnitor's prior written consent (such consent not to be unreasonably withheld or delayed), so long as Indemnitor is actively defending such claim in a manner consistent with industry norms, unless Indemnitee shall agree not to seek indemnity from Indemnitor for any settlement payment made by Indemnitee to the claimant.

9. (a) For the avoidance of doubt, no rights are granted in any Master Recordings of the Composition(s) or Graphics, and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

11. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

Zomba Enterprises Inc.

By: _____

Jivjiv Corporation

By: _____

EXHIBIT CO 353

RING TONE LICENSE

Agreement made September 1, 2004 between Zomba Enterprises Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and Namco America, Inc., 2055 Junction Avenue, San Jose, CA 95131 (hereinafter "Licensee").

For good and valuable consideration, Licensor and the Licensee hereby agree as follows:

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on September 1, 2004 and expiring on August 31, 2005 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create an arrangement of the Compositions consisting of musical tones (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition, and record up to sixty (60) seconds of an Arrangement (the "Recording(s)");

(ii) To transform the Recordings into mobile ring tone formats or to incorporate up to sixty (60) seconds of a Composition as embodied in a pre-existing master recording (a "Master Recording") into a ring tone format (individually and collectively, a "Ring Tone");

(iii) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")

(iv) Subject to paragraph 1(b) below, to synchronize Ring Tones with graphic images (a "Graphic") (collectively, a "Graphic Tone") which may be viewed solely on a Customer's mobile telephone;

(v) To download or otherwise transmit Ring Tones or Graphic Tones onto mobile telephones (for a fee or otherwise) for personal use by the Customers (a "Download"), for the express purpose of such Ring Tone(s) sounding as a ringing alert on such mobile telephones;

(vi) To promote and advertise segments of the Graphic Tones or Ring Tones (not to exceed thirty (30) seconds each) on Customer's mobile phones and Licensee's and/or Third Party Companies' web site(s) for the sole purpose of allowing a Customer to preview a Ring Tone before purchasing same.

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Notwithstanding anything to the contrary contained herein, each Graphic Tone shall be subject to Licensor's prior written approval and shall be listed on Schedule "B" attached hereto.

(c) Schedule "A" and Schedule "B" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(d) All Arrangements created pursuant to this license shall be considered a "work made for hire" for Licensor. In the event the Arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the Arrangements and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

2. Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that Licensor shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

(a) Ring Tones: With respect to each individual Download of a Ring Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Ring Tone Downloaded (the "Ring Tone Royalty"), provided that in no circumstances shall the Ring Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.13 per Download irrespective of the price (if any) actually charged;

(b) Graphic Tones: With respect to each individual Download of a Graphic Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by fifteen percent (15%) of the actual price charged to Customers for each Graphic Tone Downloaded (the "Graphic Tone Royalty"), provided that in no circumstances shall the Graphic Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.20 per Download irrespective of the price (if any) actually charged;

(c) Fixing Fee: For each Composition initially converted to a Ring Tone or Graphic Tone, a one-time non-recoupable fixing fee equal to the Licensor Share of each applicable Composition multiplied by $25 (the "Fixing Fee"). For avoidance of doubt, if a Fixing Fee for a particular Composition is paid in connection with the creation of a Ring Tone, an additional Fixing Fee will not be due if such Ring Tone is later converted to a Graphic Tone. Conversely, if a Graphic Tone is initially created by Licensee, an additional Fixing Fee will not be due if the applicable Composition is later exploited solely as a Ring Tone.

(d) If at any time during the Term hereof Licensee pays any royalty, fixing or other service fee in connection with its Ring Tone or Graphic Tone service within the Territory to any other owner or administrator of musical compositions higher than the Ring Tone Royalty, Graphic Tone Royalty or Fixing Fee specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Ring Tones and Graphic Tones Downloaded; and (ii) all Ring Tones and Graphic Tones created. Each accounting shall report each Composition by title, song code number (as indicated on Schedules A and B), the number of Downloads and the resultant applicable Royalties due hereunder and be accompanied by payment to Licensor of all Royalties and Fixing Fees due. All accountings and resultant royalties and fees shall be forwarded to Zomba Enterprises Inc., 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones and Graphic Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of five percent (5%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensor gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Recordings or Ring Tones whatsoever.

8. (a) Licensor represents, warrants and agrees as follows (with respect to the Licensor Share of the Compositions described in Schedules A and B):

(i) Licensor has full right, power and authority to enter into this agreement and to grant to the Licensee all rights herein set out upon the terms and conditions herein.

(ii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iii) Licensor will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom Licensor administer with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(ii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iii) Upon receipt of written instruction from Licensor, Licensee shall not, to the extent permitted by law, license any Customer or other user that is engaged in piracy, illegal activities or other unauthorized use of the Ring Tones or the Compositions, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor.

(iv) Licensee shall either own or control and/or have valid and enforceable licenses with the applicable rights holders with respect to all aspects of their Ring Tone service including, without limitation, any Master Recordings and/or Graphics.

EXHIBIT CO 354

RING TONE LICENSE

Agreement made September 1, 2004 between BMG Music Publishing NA, Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and Takenet, 353 East 78th Street #3D, New York, NY 10021 (hereinafter "Licensee").

For good and valuable consideration, Licensor and the Licensee hereby agree as follows:

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on September 1, 2004 and expiring on August 31, 2005 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create an arrangement of the Compositions consisting of musical tones (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition, and record up to sixty (60) seconds of an Arrangement (the "Recording(s)");

(ii) To transform the Recordings into mobile ring tone formats or to incorporate up to sixty (60) seconds of a Composition as embodied in a pre-existing master recording (a "Master Recording") into a ring tone format (individually and collectively, a "Ring Tone");

(iii) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")

(iv) To download or otherwise transmit Ring Tones onto mobile telephones (for a fee or otherwise) for personal use by the Customers (a "Download"), for the express purpose of such Ring Tone(s) sounding as a ringing alert on such mobile telephones;

(v) To promote and advertise segments of the Ring Tones (not to exceed thirty (30) seconds each) on Customer's mobile phones and Licensee's and/or Third Party Companies' web site(s) for the sole purpose of allowing a Customer to preview a Ring Tone before purchasing same.

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Schedule "A" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(c) All Arrangements created pursuant to this license shall be considered a "work made for hire" for Licensor. In the event the Arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the Arrangements and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

2. Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that Licensor shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

(a) Ring Tones: With respect to each individual Download of a Ring Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Ring Tone Downloaded (the "Ring Tone Royalty"), provided that in no circumstances shall the Ring Tone Royalty be less than the

Licensor Share of each applicable Composition multiplied by $.13 per Download irrespective of the price (if any) actually charged;

(b) Fixing Fee: For each Composition initially converted to a Ring Tone, a one-time non-recoupable fixing fee equal to the Licensor Share of each applicable Composition multiplied by $25 (the "Fixing Fee").

(c) Advance: An advance of $5,000 recoupable from all Royalties payable hereunder.

(d) If at any time during the Term hereof Licensee pays any royalty, fixing or other service fee in connection with its Ring Tone service within the Territory to any other owner or administrator of musical compositions higher than the Ring Tone Royalty or Fixing Fee specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Ring Tones Downloaded; and (ii) all Ring Tones created. Each accounting shall report each Composition by title, song code number (as indicated on Schedule A), the number of Downloads and the resultant applicable Royalties due hereunder and be accompanied by payment to Licensor of all Royalties and Fixing Fees due. All accountings and resultant royalties and fees shall be forwarded to BMG Music Publishing NA, Inc., 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of five percent (5%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensor gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Recordings or Ring Tones whatsoever.

8. (a) Licensor represents, warrants and agrees as follows (with respect to the Licensor Share of the Compositions described in Schedule A):

(i) Licensor has full right, power and authority to enter into this agreement and to grant to the Licensee all rights herein set out upon the terms and conditions herein.

(ii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iii) Licensor will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom Licensor administer with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(ii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iii) Upon receipt of written instruction from Licensor, Licensee shall not, to the extent permitted by law, license any Customer or other user that is engaged in piracy, illegal activities or other unauthorized use of the Ring Tones or the Compositions, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor.

(iv) Licensee shall either own or control and/or have valid and enforceable licenses with the applicable rights holders with respect to all aspects of their Ring Tone service including, without limitation, any Master Recordings.

(c) Each party (for these purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Indemnitee shall notify Indemnitor of any claim presented to Indemnitee by a third party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the proceeding. No such claim asserted by a third party may be settled by Indemnitee without Indemnitor's prior written consent (such consent not to be unreasonably withheld or delayed), so long as Indemnitor is actively defending such claim in a manner consistent with industry norms, unless Indemnitee shall agree not to seek indemnity from Indemnitor for any settlement payment made by Indemnitee to the claimant.

9. (a) For the avoidance of doubt, no rights are granted in any Master Recordings of the Composition(s), and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

11. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

BMG Music Publishing NA, Inc.

By: _____

Takenet

By: _____

RODRIGO ESTEVES
EXECUTIVE DIRECTOR, USA & CANADA

EXHIBIT CO 355

RING TONE LICENSE

Agreement made September 1, 2004 between Zomba Enterprises Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and Dwango Wireless, 200 West Mercer Street, Ste. 501, Seattle, Washington 98119 (hereinafter "Licensee").

For good and valuable consideration, Licensor and the Licensee hereby agree as follows:

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on September 1, 2004 and expiring on August 31, 2005 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create an arrangement of the Compositions consisting of musical tones (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition, and record up to thirty (30) seconds of an Arrangement (the "Recording(s)");

(ii) To transform the Recordings into mobile ring tone formats or to incorporate up to thirty (30) seconds of a Composition as embodied in a pre-existing master recording (a "Master Recording") into a ring tone format (individually and collectively, a "Ring Tone");

(iii) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")

(iv) Subject to paragraph 1(b) below, to synchronize Ring Tones with graphic images (a "Graphic") (collectively, a "Graphic Tone") which may be viewed solely on a Customer's mobile telephone;

(v) To download or otherwise transmit Ring Tones or Graphic Tones onto mobile telephones (for a fee or otherwise) for personal use by the Customers (a "Download"), for the express purpose of such Ring Tone(s) sounding as a ringing alert on such mobile telephones;

(vi) To promote and advertise segments of the Graphic Tones or Ring Tones (not to exceed thirty (30) seconds each) on Customer's mobile phones and Licensee's and/or Third Party Companies' web site(s) for the sole purpose of allowing a Customer to preview a Ring Tone before purchasing same.

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Notwithstanding anything to the contrary contained herein, each Graphic Tone shall be subject to Licensor's prior written approval and shall be listed on Schedule "B" attached hereto.

(c) Schedule "A" and Schedule "B" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(d) All Arrangements created pursuant to this license shall be considered a "work made for hire" for Licensor. In the event the Arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the Arrangements and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

2. Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that Licensor shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensor gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Recordings or Ring Tones whatsoever.

8. (a) Licensor represents, warrants and agrees as follows (with respect to the Licensor Share of the Compositions described in Schedules A and B):

(i) Licensor has full right, power and authority to enter into this agreement and to grant to the Licensee all rights herein set out upon the terms and conditions herein.

(ii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iii) Licensor will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom Licensor administer with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(ii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iii) Upon receipt of written instruction from Licensor, Licensee shall not, to the extent permitted by law, license any Customer or other user that is engaged in piracy, illegal activities or other unauthorized use of the Ring Tones or the Compositions, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor.

(iv) Licensee shall either own or control and/or have valid and enforceable licenses with the applicable rights holders with respect to all aspects of their Ring Tone service including, without limitation, any Master Recordings and/or Graphics.

(c) Each party (for these purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Indemnitee shall notify Indemnitor of any claim presented to Indemnitee by a third party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the proceeding. No such claim asserted by a third party may be settled by Indemnitee without Indemnitor's prior written consent (such consent not to be unreasonably withheld or delayed), so long as Indemnitor is actively defending such claim in a manner consistent with industry norms, unless Indemnitee shall agree not to seek indemnity from Indemnitor for any settlement payment made by Indemnitee to the claimant.

9. (a) For the avoidance of doubt, no rights are granted in any Master Recordings of the Composition(s) or Graphics, and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicily materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

11. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

Zomba Enterprises Inc.

By: _____

Dwango Wireless

By: _____

DIRECTOR OF LICENSING

EXHIBIT CO 0357

TOUCHTUNES MUSIC CORPORATION
3 Commerce Place
Nun's Island, Montreal, Quebec
Canada H3E 1H7

Dated as of August 19th, 2004

BMG Music Publishing NA, Inc., successor-in-interest to
BMG Songs, Inc. and Careers-BMG Music Publishing, Inc.
1540 Broadway
New York, NY 10036

Gentlepersons:

Reference is made to the license agreement and any applicable amendments (collectively, the "License Agreement") between Careers-BMG Music Publishing, Inc. and BMG Songs, Inc. ("Publisher") and TouchTunes Music Corporation ("LICENSEE"). The following when fully executed by Publisher and LICENSEE shall amend the Agreement.

1. As used in this Amendment, the following terms shall have the meanings set forth below:

A. "Background Music Service" or "BMS" means an "Interactive Subscription" or "Non- Interactive Subscription" music service provided to commercial establishments, including, but not limited to, retail stores, food and beverage establishments, health clubs and business offices.

B. "Interactive Subscription" BMS means a service whereby Compositions (as defined in the License Agreement) embodied on sound recordings are chosen and performed on a random, non-interactive, or pre-programmed basis until a user selects one or more sound recordings to be performed. There is no charge to the user. Upon completion of the selections chosen, the service will either play additional selections chosen by a user, or will revert to the continuous play of sound recordings on a random or pre-programmed basis.

C. "Non-Interactive Subscription" BMS means a service whereby Compositions embodied on sound recordings are played on a pre-programmed non-interactive basis without charge to the user. The establishment may choose the sound recordings that are available on the service, but not the specific sound recordings selected to be performed at any given time.

2. Publisher hereby grants to LICENSEE the same rights with respect to the Interactive Subscription and Non-Interactive Subscription Background Music Services described above as are conferred on LICENSEE with respect to Coin-Operated Digital Jukeboxes by paragraph 1(a)(i) of the License Agreement, including, without limitation, the rights to reproduce, transmit and publicly perform the Compositions in relation to provision of such services.

3. In consideration of the grant of the rights described in Paragraph 2 of this Amendment, LICENSEE shall pay to Publisher a royalty (which shall be deemed inclusive of both the so-called mechanical and performance royalties) in an amount equal to Publisher's pro-rata share of an aggregate of ten (10%) percent of the monthly subscription music service fees received by LICENSEE for such service(s) during the relevant accounting period. Such pro-rata share shall be based upon a fraction of such fees where the numerator is the number of performances of the Compositions played via such grant of rights during the accounting period and the denominator is the total number of performances of such compositions (including the Compositions) played via all of the grants of all such rights to LICENSEE in such period. For the avoidance of doubt, it is understood and agreed that LICENSEE shall not pay a separate fee or royalty to add a Composition to its central database or any hard drive used by the music service.

4. Notwithstanding anything to the contrary in the License Agreement regarding royalties for Coin Operated Digital Jukebox Rights, the following shall apply:

(A) In consideration of the grant of Coin-Operated Digital Jukebox Rights as described in the License Agreement, LICENSEE shall pay Publisher a royalty that shall be an amount equal to the full statutory rate in effect for copies made to the central server and an amount equal to ½ cent ($0.005) per performance of each Composition thereafter. With respect to compositions in the repertories of ASCAP and BMI, said "½ penny rate" shall represent compensation to Publisher for the so-called mechanical or reproduction right and Publisher shall look to ASCAP and BMI for its public performance income.

(B) In consideration of performances of Compositions in the SESAC repertory, LICENSEE shall pay Publisher a royalty (which shall be deemed inclusive of both the so-called mechanical and public performance royalties) of One Cent ($.01) for each DJ play of a Composition. For the avoidance of doubt, it is understood that no separate fee or royalty shall be required of LICENSEE to add a Composition to its central database or any DJ hard drive. Publisher acknowledges that LICENSEE is currently in discussions with SESAC for a blanket performing rights jukebox license covering its Coin-Operated Digital Jukeboxes ("Blanket Jukebox License"). Publisher understands and agrees that at such time as LICENSEE and SESAC may reach agreement on such Blanket Jukebox License, the royalties to which Publisher shall be entitled hereunder with respect to uses of SESAC-repertory music on Coin-Operated Digital Jukeboxes shall be that set forth in paragraph 4(A) above and Publisher shall look to SESAC for its performance royalties.

5. Notwithstanding anything to the contrary in the License Agreement regarding aggregate royalties and "no additional royalties," the following shall apply.

Except with respect to performance royalties for Coin-Operated Digital Jukebox performances payable to Publisher and the writers of the Compositions by ASCAP and BMI and, if applicable, by SESAC, it is understood and agreed that the payments to be made hereunder shall include both the songwriter's and the publisher's share of all royalties due hereunder, and that Publisher shall be solely responsible for making payments to the respective songwriters with respect to royalties under paragraph 3 and 4(B) of this Amendment.

6. In the event that, during the Term hereof, LICENSEE agrees to pay any third party music publisher a royalty at a higher royalty rate than that described above, for the equivalent rights granted herein, LICENSEE shall give Publisher prompt notice thereof and shall pay Publisher at such higher rate for all uses of Compositions, from and after the effective date of such higher third party rate.

Except as herein modified, all other terms and conditions of the License Agreement, including but not limited to all the remaining provisions of paragraph 1, remain in full force and effect and the License Agreement is hereby ratified and affirmed.

BMG Music Publishing NA, Inc.,
successor-in-interest to BMG Songs, Inc. and
Careers-BMG Music Publishing, Inc.

By: _____

Title: _____

TouchTunes Music Corporation

By: _____
Laurie Hughes
Vice President, Business Affairs

EXHIBIT CO 0358

RING TONE LICENSE

Agreement made July 1, 2004 between Zomba Songs Inc., Zomba Enterprises Inc. and Zomba Melodies Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and Hudson Entertainment, Inc., 411 Borel Avenue, Suite 101, San Mateo, CA 94402 (hereinafter "Licensee").

For good and valuable consideration, Licensor and the Licensee hereby agree as follows:

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on July 1, 2004 and expiring on June 30, 2005 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create an arrangement of the Compositions consisting of musical tones without lyrics or instrumentation (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition, and record up to thirty (30) seconds of an Arrangement (the "Recording(s)");

(ii) To transform the Recordings into mobile mono or polyphonic ring tone formats (a "Poly Tone") or to incorporate up to thirty (30) seconds of a Composition as embodied in a pre-existing master recording (a "Master Recording") into a ring tone format (a "Master Tone") (individually and collectively sometimes referred to herein as a "Ring Tone");

(iii) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")

(iv) To download or otherwise transmit Ring Tones onto mobile telephones (for a fee or otherwise) for personal use by the Customers (a "Download"), for the express purpose of such Ring Tone(s) sounding as a ringing alert on such mobile telephones;

(v) To promote and advertise segments of the Ring Tones (not to exceed thirty (30) seconds each) solely on Licensee's and/or Third Party Companies' web site(s) (i.e. a web site in which Customer can preview a Ring Tone before purchasing same).

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Schedule "A" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(c) All Arrangements created pursuant to this license shall be considered a "work made for hire" for Licensor. In the event the Arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the Arrangements and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

2. Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that Licensor shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice

3. In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

(a) Poly Tones: With respect to each individual Download of a Poly Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Poly Tone Downloaded (the "Poly Tone Royalty"), provided that in no circumstances shall the Poly Tone Royalty be less than the

Licensor Share of each applicable Composition multiplied by $.13 per Download irrespective of the price (if any) actually charged;

(b) Master Tones: With respect to each individual Download of a Master Tone, the Licensor Share of each Composition multiplied by ten percent (10%) of the actual price charged to Customers for each Master Tone Downloaded (the "Master Tone Royalty"), provided that in no circumstances shall the Master Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.13 per Download irrespective of the price (if any) actually charged;

(c) For each Composition initially converted to a Ring Tone, a one-time non-recoupable fixing fee equal to the Licensor Share of each applicable Composition multiplied by $25 (the "Fixing Fee"). For avoidance of doubt, if a Fixing Fee for a particular Composition is paid in connection with the creation of a Poly Tone, an additional Fixing Fee will not be due if such Ring Tone is later exploited as a Master Tone. Conversely, if a Master Tone is initially created by Licensee, an additional Fixing Fee will not be due if the applicable Composition is later exploited as a Poly Tone.

(d) An advance of $5000 recoupable from all Royalties payable hereunder.

(e) If at any time during the Term hereof Licensee pays any royalty, fixing or other service fee in connection with its Ring Tone service within the Territory to any other owner or administrator of musical compositions higher than the Ring Tone Royalty, Master Tone Royalty or Fixing Fee specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Ring Tones Downloaded, and (ii) all Ring Tones created during each applicable period. Each accounting shall report each Composition by title, song code number (as indicated on Schedule A), the number of Downloads and the resultant applicable Royalties due hereunder and be accompanied by payment to Licensor of all Royalties and Fixing Fees due. All accountings and resultant royalties and fees shall be forwarded to Zomba Music Publishing, 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of five percent (5%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to

Licensor's satisfaction within thirty (30) days after Licensor gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Recordings or Ring Tones whatsoever. Licensee shall destroy all of the Ring Tones and shall within fifteen (15) days after the end of the Term deliver to Licensor an affidavit evidencing such destruction.

8. (a) Licensor represents, warrants and agrees as follows (with respect to the Licensor Share of the Compositions described in Schedule A):

(i) Licensor has full right, power and authority to enter into this agreement and to grant to the Licensee all rights herein set out upon the terms and conditions herein.

(ii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iii) Licensor will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom Licensor administers with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(ii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iii) Upon receipt of written instruction from Licensor, Licensee shall not, to the extent permitted by law, license any Customer or other user that is engaged in piracy, illegal activities or other unauthorized use of the Ring Tones or the Compositions, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor.

(iv) Licensee shall either own or control and/or have valid and enforceable licenses with the applicable rights holders with respect to all aspects of their Ring Tone service including, without limitation, any Master Recordings.

(c) Each party (for these purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result

of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Indemnitee shall notify Indemnitor of any claim presented to Indemnitee by a third party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the proceeding. No such claim asserted by a third party may be settled by Indemnitee without Indemnitor's prior written consent (such consent not to be unreasonably withheld or delayed), so long as Indemnitor is actively defending such claim in a manner consistent with industry norms, unless Indemnitee shall agree not to seek indemnity from Indemnitor for any settlement payment made by Indemnitee to the claimant.

9. (a) For the avoidance of doubt, no rights are granted in any Master Recordings of the Composition(s), and no rights are granted other than those expressly referred to herein.

(b) Licensee or Licensor shall not issue any press releases or other forms of publicity materials which make reference to other party or this agreement without the prior written consent of both parties.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

11. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

Zomba Songs Inc., Zomba Enterprises Inc., Zomba Melodies Inc.

By: _____

Hudson Entertainment, Inc.

By: _____

JOHN GREENICK

PRESIDENT

EXHIBIT CO 0359

RING TONE LICENSE

Agreement made July 1, 2004 between BMG Songs, Inc. and Careers-BMG Music Publishing, Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and Hudson Entertainment, Inc., 411 Borel Avenue, Suite 101, San Mateo, CA 94402 (hereinafter "Licensee").

For good and valuable consideration, Licensor and the Licensee hereby agree as follows:

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on July 1, 2004 and expiring on June 30, 2005 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create an arrangement of the Compositions consisting of musical tones without lyrics or instrumentation (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition, and record up to thirty (30) seconds of an Arrangement (the "Recording(s)");

(ii) To transform the Recordings into mobile mono or polyphonic ring tone formats (a "Poly Tone") or to incorporate up to thirty (30) seconds of a Composition as embodied in a pre-existing master recording (a "Master Recording") into a ring tone format (a "Master Tone") (individually and collectively sometimes referred to herein as a "Ring Tone");

(iii) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")

(iv) To download or otherwise transmit Ring Tones onto mobile telephones (for a fee or otherwise) for personal use by the Customers (a "Download"), for the express purpose of such Ring Tone(s) sounding as a ringing alert on such mobile telephones;

(v) To promote and advertise segments of the Ring Tones (not to exceed thirty (30) seconds each) solely on Licensee's and/or Third Party Companies' web site(s) (i.e. a web site in which Customer can preview a Ring Tone before purchasing same).

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Schedule "A" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(c) All Arrangements created pursuant to this license shall be considered a "work made for hire" for Licensor. In the event the Arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the Arrangements and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

2. Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that Licensor shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

(a) Poly Tones: With respect to each individual Download of a Poly Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Poly Tone Downloaded (the "Poly Tone Royalty"), provided that in no circumstances shall the Poly Tone Royalty be less than the

Licensor Share of each applicable Composition multiplied by $.13 per Download irrespective of the price (if any) actually charged;

(b) Master Tones: With respect to each individual Download of a Master Tone, the Licensor Share of each Composition multiplied by ten percent (10%) of the actual price charged to Customers for each Master Tone Downloaded (the "Master Tone Royalty"), provided that in no circumstances shall the Master Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.13 per Download irrespective of the price (if any) actually charged;

(c) For each Composition initially converted to a Ring Tone, a one-time non-recoupable fixing fee equal to the Licensor Share of each applicable Composition multiplied by $25 (the "Fixing Fee"). For avoidance of doubt, if a Fixing Fee for a particular Composition is paid in connection with the creation of a Poly Tone, an additional Fixing Fee will not be due if such Ring Tone is later exploited as a Master Tone. Conversely, if a Master Tone is initially created by Licensee, an additional Fixing Fee will not be due if the applicable Composition is later exploited as a Poly Tone.

(d) An advance of $5,000 recoupable from all Royalties payable hereunder.

(e) If at any time during the Term hereof Licensee pays any royalty, fixing or other service fee in connection with its Ring Tone service within the Territory to any other owner or administrator of musical compositions higher than the Ring Tone Royalty, Master Tone Royalty or Fixing Fee specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Ring Tones Downloaded; and (ii) all Ring Tones created during each applicable period. Each accounting shall report each Composition by title, song code number (as indicated on Schedule A), the number of Downloads and the resultant applicable Royalties due hereunder and be accompanied by payment to Licensor of all Royalties and Fixing Fees due. All accountings and resultant royalties and fees shall be forwarded to BMG Music Publishing, 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of five percent (5%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to

Licensor's satisfaction within thirty (30) days after Licensor gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Recordings or Ring Tones whatsoever. Licensee shall destroy all of the Ring Tones and shall within fifteen (15) days after the end of the Term deliver to Licensor an affidavit evidencing such destruction.

8. (a) Licensor represents, warrants and agrees as follows (with respect to the Licensor Share of the Compositions described in Schedule A):

(i) Licensor has full right, power and authority to enter into this agreement and to grant to the Licensee all rights herein set out upon the terms and conditions herein.

(ii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iii) Licensor will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom Licensor administers with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(ii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iii) Upon receipt of written instruction from Licensor, Licensee shall not, to the extent permitted by law, license any Customer or other user that is engaged in piracy, illegal activities or other unauthorized use of the Ring Tones or the Compositions, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor.

(iv) Licensee shall either own or control and/or have valid and enforceable licenses with the applicable rights holders with respect to all aspects of their Ring Tone service including, without limitation, any Master Recordings.

(c) Each party (for these purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result

of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Indemnitee shall notify Indemnitor of any claim presented to Indemnitee by a third party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the proceeding. No such claim asserted by a third party may be settled by Indemnitee without Indemnitor's prior written consent (such consent not to be unreasonably withheld or delayed), so long as Indemnitor is actively defending such claim in a manner consistent with industry norms, unless Indemnitee shall agree not to seek indemnity from Indemnitor for any settlement payment made by Indemnitee to the claimant.

9. (a) For the avoidance of doubt, no rights are granted in any Master Recordings of the Composition(s), and no rights are granted other than those expressly referred to herein.

(b) Licensee or Licensor shall not issue any press releases or other forms of publicity materials which make reference to other party or this agreement without the prior written consent of both parties.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

11. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

Zomba Songs Inc., Zomba Enterprises Inc., Zomba Melodies Inc.

By: _____

Hudson Entertainment, Inc.

By: _____

JOHN GRUNNER

PRESIDENT

EXHIBIT CO 0360

RING TONE LICENSE

Agreement made July 1, 2004 between Zomba Enterprises Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and Xringer Inc. or its predecessor, 1785 Fox Drive, San Jose, California 95131 (hereinafter "Licensee").

For good and valuable consideration, Licensor and the Licensee hereby agree as follows:

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States, its territories and possessions, including Puerto Rico ("the Territory") for a term commencing on July 1, 2004 and expiring on December 31, 2005 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create an arrangement of the Compositions consisting of musical tones (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition, and record up to thirty (30) seconds of an Arrangement (the "Recording(s)");

(ii) To transform the Recordings into mobile ring tone formats or to incorporate up to thirty (30) seconds of a Composition as embodied in a pre-existing master recording (a "Master Recording") into a ring tone format (individually and collectively, a "Ring Tone");

(iii) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")

(iv) Subject to paragraph 1(b) below, to synchronize Ring Tones with graphic images (a "Graphic") (collectively, a "Graphic Tone") which may be viewed solely on a Customer's mobile telephone;

(v) To download or otherwise transmit Ring Tones or Graphic Tones onto mobile telephones or mobile telecommunications devices (for a fee or otherwise) for personal use by the Customers (a "Download"), for the express purpose of such Ring Tone(s) sounding as a ringing alert on such mobile devices;

(vi) To promote and advertise segments of the Graphic Tones or Ring Tones (not to exceed thirty (30) seconds each) on Customer's mobile phones and Licensee's and/or Third Party Companies' web site(s) for the sole purpose of allowing a Customer to preview a Ring Tone or Graphic Tone before purchasing same.

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Notwithstanding anything to the contrary contained herein, each Graphic Tone shall be subject to Licensor's prior written approval and shall be listed on Schedule "B" attached hereto.

(c) Schedule "A" and Schedule "B" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(d) All Arrangements created pursuant to this license shall be considered a "work made for hire" for Licensor. In the event the Arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the Arrangements and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

(e) Licensor and Licensee agree that Licensee shall own all right, title, and interest to any sound recordings or digital files created and/or obtained by Licensee (i.e. WAV, MIDI, ADCPM, MP3, etc) ("Ring Tone").

2. Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that Licensor shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

(a) Ring Tones: With respect to each individual Download of a Ring Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Ring Tone Downloaded (the "Ring Tone Royalty"), provided that in no circumstances shall the Ring Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.125 per Download irrespective of the price (if any) actually charged;

(b) Graphic Tones: With respect to each individual Download of a Graphic Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Graphic Tone Downloaded (the "Graphic Tone Royalty"), provided that in no circumstances shall the Graphic Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.20 per Download irrespective of the price (if any) actually charged;

(c) Fixing Fee: For each Composition initially converted to a Ring Tone or Graphic Tone, a one-time non-recoupable fixing fee equal to the Licensor Share of each applicable Composition multiplied by $25 (the "Fixing Fee"). For avoidance of doubt, if a Fixing Fee for a particular Composition is paid in connection with the creation of a Ring Tone, including under prior agreements between Licensor and Licensee, an additional Fixing Fee will not be due if such Ring Tone is later converted to a Graphic Tone. Conversely, if a Graphic Tone is initially created by Licensee, an additional Fixing Fee will not be due if the applicable Composition is later exploited solely as a Ring Tone.

(d) If at any time during the Term hereof Licensee pays any royalty, fixing or other service fee in connection with its Ring Tone or Graphic Tone service within the Territory to any other owner or administrator of musical compositions higher than the Ring Tone Royalty, Graphic Tone Royalty or Fixing Fee specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

(e) Reference is made to record companies which control certain Master Recordings (the "Record Companies") who may enter in agreements with Licensee which provide, among other things, that the Record Companies will pay to Licensor a royalty in connection with Compositions contained in Master Recordings exploited as Ring Tones by Licensee (the "RC Tones"). Only to the extent that Licensor enters into separate license agreements with Record Companies concerning such RC Tones, Licensee shall not be obligated to pay Licensor Ring Tone Royalties in connection with such exploitations.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Ring Tones and Graphic Tones Downloaded; and (ii) all Ring Tones and Graphic Tones created. Each accounting shall report each Composition by title, song code number (as indicated on Schedules A and B and supplied by Licensor prior to such accounting), the number of Downloads and the resultant applicable Royalties due hereunder and be accompanied by payment to Licensor of all Royalties and Fixing Fees due. All accountings and resultant royalties and fees shall be forwarded to Zomba Enterprises Inc., 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones and Graphic Tones hereunder and all Ring Tone Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination

for a particular statement only once per statement, once per year, and only within three (3) years of the submission of any statement. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of ten percent (10%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio.*

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensor gives Licensee written notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Recordings or Ring Tones whatsoever.

8. (a) Licensor represents, warrants and agrees as follows (with respect to the Licensor Share of the Compositions described in Schedules A and B):

(i) Licensor has full right, power and authority to enter into this agreement and to grant to the Licensee all rights herein set out upon the terms and conditions herein.

(ii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iii) Licensor will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom Licensor administer with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(ii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iii) Upon receipt of written instruction from Licensor, Licensee shall not, to the extent permitted by law, license any Customer or other user that is engaged in piracy, illegal activities or other unauthorized use of the Ring Tones or the Compositions, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor.

(iv) Licensee shall either own or control and/or have valid and enforceable licenses with the applicable rights holders with respect to all aspects of their Ring Tone service including, without limitation, any Master Recordings and/or Graphics.

(c) Each party (for these purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Indemnitee shall notify Indemnitor of any claim presented to Indemnitee by a third party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the proceeding. No such claim asserted by a third party may be settled by Indemnitee without Indemnitor's prior written consent (such consent not to be unreasonably withheld or delayed), so long as Indemnitor is actively defending such claim in a manner consistent with industry norms, unless Indemnitee shall agree not to seek indemnity from Indemnitor for any settlement payment made by Indemnitee to the claimant.

9. (a) For the avoidance of doubt, no rights are granted in any Master Recordings of the Composition(s) or Graphics, and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

11. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

Zomba Enterprises Inc.

By: _____

Xringer Inc.

By: _____

Name: Shane Ambo
Title: Controller

EXHIBIT CO 0361

SHORT-FORM SYNCHRONIZATION LICENSE
BMG SONGS INC.
1540 BROADWAY 33RD FLOOR
NEW YORK, NY 10036

Dated: August 5, 2004
Effective as of: June 4, 2004

Huckabee Productions
5333 McConnell
Los Angeles, CA 90069

Ladies and Gentlemen:

The following will set forth the terms and conditions upon which we have agreed to license the following composition (the "Composition") in connection with the following production (the "Production"):

1.	COMPOSITION:	"Man, I Feel Like A Woman"
	Writers:	Shania Twain and R.J. Lange
	Ownership and/or Control:	50% (ASCAP)
2.	PRODUCTION:	The motion picture I (Heart) Huckabees
3.	GRANT OF RIGHTS:	

In consideration of the license fee specified below, we hereby grant to you the following non-exclusive rights:

a. The limited right, license, privilege and authority to record the Composition 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 "sequential, linear" exhibitions and broadcasts, solely as hereinafter provided for, in accordance with the terms, conditions and limitations contained in this license agreement. As used in this license agreement, the term "sequential, linear" shall mean: a predetermined order or sequence that allows for passive viewing only; the order, outcome and contents of which, including the music, lyrics and/or placement of the Composition, cannot be selected, altered or manipulated by the viewer other than through the performance of now-existing VCR functions (e.g. stop, play, fast forward, rewind and pause).

b. The right to exhibit and/or broadcast, as applicable, the Production in the Territory, as hereinafter defined, in all sequential, linear forms of media now known or hereafter devised including, but not limited to, by means of (i) theatrical exhibition, (ii) "Free Television" (i.e. via network, syndication and/or independent local telecasts), (iii) "Basic Cable Television" (i.e. via television transmitted into the home via cable, satellite or direct broadcast where no fee is charged to the consumer for particular programming), (iv) "Pay Cable Television" (i.e. so-called 'subscription cable' and similar delivery systems, where a fee is paid by the consumer for a particular channel or tier of programming), (v) "Pay-Per-View Television" (i.e. where a fee is paid by the consumer for a particular program), and (vi) Non-theatrical Exhibition (i.e. in-transit exhibition by means of plane, train, ships at sea, and other places of non-commercial nature); and the right to include the Composition, in context, for trailers and promos solely for the promotion of the Production (excluding co-/cross-promotions i.e. Tie-ins with other products or services, e.g. Pepsi, McDonalds, motion pictures other than the Production, etc.).

c. The right to cause or authorize the fixation of the Composition as part of the entire Production, in substantially its original form, on "Videograms" (i.e. video cassettes, video tapes and other "sequential, linear" audio-visual devices now known or hereafter devised intended primarily for home use) and to sell, lease, rent and distribute such Videograms to the public for home use in conjunction with a playback system or mechanism; and the right to include the portion of the Production containing the Composition, in context, on Videograms for trailers and promos solely for the promotion of the Production (excluding co-/cross-promotions). Notwithstanding the above, you shall not have the right to use the Composition in any device which does not embody the Production substantially as originally released (excluding so-called Editor's and/or Director's cuts, foreign language versions, versions for the hearing or visually impaired, and in-context promos and trailers). For the purposes hereof, the inclusion of "chapter stops" (i.e. addressable locator codes) on the applicable storage device shall not be deemed to constitute non-linear manipulation.

4. USAGE:

- Type:	VV
- Number of uses:	One (1)
- Maximum duration:	Eight Seconds (:08)
- Recording:	Original Recording by Shania Twain
- Scene:	Albert's father turns on his new stereo

5. TERRITORY: The World

6. TERM: Life of Copyright, including any and all extensions and renewals thereof

7. LICENSE FEE: One Thousand Two Hundred Fifty Dollars ($1,250.00),

payable upon execution hereof

8. OPTIONS: None

9. PERFORMING RIGHTS:

The right to exhibit and/or broadcast, as applicable, the Production in the Territory by means described above is and shall be available only under the following circumstances:

a. U.S. Theatrical Performances: It is understood that the performance of the Composition in the exhibition of the Production shall be exhibited only to audiences in theaters and other public places in the United States where motion pictures are customarily exhibited, and where admission fees are charged including, but not limited to, the right to perform the Composition by transmission of the Production to audiences in theaters and such other public places for the duration of the United States copyright in the Composition.

b. Foreign Theatrical Performances: It is understood that the performance of the Composition in connection with the exhibition of the Production to audiences in theaters and other public places in countries of the Territory outside the United States shall be subject to clearance by the performing rights societies in accordance with their customary practice and the payment of their customary fees. Publisher agrees that to the extent it controls the performing rights in the respective countries to grant such performing right.

c. Television and Other Broadcasts: It is understood and agreed that the right to broadcast the Production in the United States by any means now known or hereafter devised is and shall be available only to the extent the Production is broadcast by broadcasters having the valid performance licenses therefore from ASCAP, BMI or SESAC, as applicable. Broadcast of the Production by broadcasters not licensed by ASCAP, BMI or SESAC is subject to clearance of the performing rights either from us or from ASCAP, BMI or SESAC, or from any other licensor acting for us or on our behalf. Clearance by performing 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.

d. Non-Theatrical Performances: It is understood and agreed that the performance of the Production in the United States by means of non-theatrical exhibition is and shall be available only to the extent that the Production is exhibited by an exhibitor having valid performance licenses therefore from ASCAP, BMI or SESAC, as applicable if and to the extent regulated by federal law. Notwithstanding the foregoing, exhibition of the Production by an exhibitor not licensed by ASCAP, BMI or SESAC, to the extent regulated by federal law, is subject to clearance of the performing rights either from us or from ASCAP, BMI or SESAC, or from any other licensor acting for us or on our behalf. Clearance by performing 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.

10. RESTRICTIONS:

You are not authorized to alter the fundamental character of the music or the lyrics of the Composition, to use the title or subtitle of the Composition as the title of the Production, to use the story of the Composition, or to make any other use of the Composition other than as set forth above. Specifically, the terms of this license agreement are limited to the originally intended use of the Composition as fixed in the Production (i.e. manner, placement, use) for the media licensed herein, it being understood that such restrictions shall not prohibit standard production editing required to implement the broadcast and/or distribution rights granted under this license agreement or your right to completely delete the Composition from the soundtrack of the Production.

11. CUE SHEETS:

You agree to furnish us with a cue sheet of the Production within thirty (30) days after the full execution of this license agreement.

12. WARRANTY AND INDEMNIFICATION:

We hereby warrant only that we have the right to license the Composition for the purposes set forth herein and this license is given and accepted without any other warranty or recourse. If this warranty should be breached, in whole or in part, pursuant to a final adverse judgment in a court of competent jurisdiction, our liability with respect thereto shall be limited to the license fee heretofore paid by you, to us, for this license.

13. CREDIT:

If any other publisher of a licensed composition used in the Production receives a credit in the Production, Publisher shall be accorded a similar credit. Such credit shall be in the same location, and of the same size and prominence as the credit afforded the other publisher(s) having licensed compositions embodied in the Production, substantially in the following form (for our share only):

" Man, I Feel Like a Woman" written by Shania Twain and R.J. Lange
courtesy of Out of Pocket Productions Ltd. (administered by Zomba Music Publishers Ltd. for the world outside US & Canada) (administered by Zomba Enterprises Inc. for the US & Canada) (ASCAP)

Any inadvertent failure by you to comply with the screen credit obligation in the above paragraph shall not constitute a breach of this license agreement, provided that you shall use best efforts to cure the material failure on all prints of the Production made subsequent to your receipt of written notice from us of such failure, if practicable.

14. MOST FAVORED NATIONS:

Our consent to the foregoing is given with the proviso that no co-publisher or master record owner of the Composition used in the Production shall receive a proportionately more favorable remuneration of any kind including, but not limited to, the Fee. In the event that you pay any co-publisher or master record owner of the Composition a higher pro-rata fee than the fee paid to us

hereunder, you shall pay to us the difference between such higher pro-rata fee and that fee paid to us.

15. LAW AND JURISDICTION:

This license agreement has been entered into in the State of New York, and the validity, interpretation and legal effect of this license 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. The New York state and federal courts will have exclusive jurisdiction of any controversies regarding this license agreement; and any action or other proceeding which involves such a controversy will be brought in the courts located within the State and County of New York and not elsewhere. This license agreement shall not be changed or modified, or any covenant, representation, warranty or provision hereof waived, except by an agreement in writing signed by the party to be charged.

16. NOTICE OF BREACH:

No failure by either party to perform any of its obligations hereunder shall be deemed a breach hereof, unless a party has given written notice of such failure to the other party and that party does not cure such nonperformance within thirty (30) days after receipt of such notice.

17. INJUNCTIVE RELIEF:

In the event of a breach of this license agreement by you, our rights and remedies shall be limited to the rights, if any, to recover damages in an action at law and in equity and in no event shall we be entitled to injunctive relief.

18 RESERVATION OF RIGHTS:

We reserve all rights not expressly granted to you in this license agreement. All rights granted hereunder are granted on a non-exclusive basis.

19. ASSIGNMENT:

This license agreement is binding upon and shall inure to the benefit of the respective successors and/or assigns of the parties hereto. You may assign this license agreement to a third party, provided that you remain primarily liable for the obligations hereunder. We may assign this license agreement to any third party. Any assignment made in violation of the restrictions contained in this license agreement shall be null and void *ab initio*.

THE REMINDER OF THIS PAGE INTENTIONALLY DELETED

Notwithstanding anything to the contrary contained in this license agreement, you shall acquire no rights hereunder unless we have received the applicable license fee set forth herein within thirty (30) days from the release of the Production.

Very truly yours,

BMG SONGS INC.

By: Anne K Pohl
Anne K. Pohl
Director Film & TV Music Licensing
Federal Tax I.D. #95-3104625

READ AND AGREED:

By: Joan Hansen

Print: JOAN HANSEN

For and on behalf of
~~HUCKABEE PRODUCTIONS~~
HUCKABEES, INC.

JOAN HANSEN
ASSISTANT SECRETARY

EXHIBIT CO 0362

RING TONE LICENSE

Agreement made June 1, 2004 between BMG Music Publishing NA, Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and Yamaha Music Interactive, Inc., 889 5th Avenue, 11th Floor, New York, NY 10022 (hereinafter "Licensee").

For good and valuable consideration, Licensor and the Licensee hereby agree as follows

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on June 1, 2004 and expiring on May 31, 2005 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create an arrangement of the Compositions consisting of musical tones (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition, and record up to thirty (30) seconds of an Arrangement (the "Recording(s)");

(ii) To transform the Recordings into mobile ring tone formats or to incorporate up to thirty (30) seconds of a Composition as embodied in a pre-existing master recording (a "Master Recording") into a ring tone format (individually and collectively, a "Ring Tone");

(iii) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")

(iv) Subject to paragraph 1(b) below, to synchronize Ring Tones with graphic images (a "Graphic") (collectively, a "Graphic Tone") which may be viewed solely on a Customer's mobile telephone;

(v) To download or otherwise transmit Ring Tones or Graphic Tones onto mobile telephones (for a fee or otherwise) for personal use by the Customers (a "Download"), for the express purpose of such Ring Tone(s) sounding as a ringing alert on such mobile telephones;

(vi) To promote and advertise segments of the Graphic Tones or Ring Tones (not to exceed thirty (30) seconds each) on Customer's mobile phones and Licensee's and/or Third Party Companies' web site(s) for the sole purpose of allowing a Customer to preview a Ring Tone before purchasing same.

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Notwithstanding anything to the contrary contained herein, each Graphic Tone shall be subject to Licensor's prior written approval and shall be listed on Schedule "B" attached hereto.

(c) Schedule "A" and Schedule "B" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(d) All Arrangements created pursuant to this license shall be considered a "work made for hire" for Licensor. In the event the Arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the Arrangements and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

2. Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that Licensor shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3 In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

(a) Ring Tones: With respect to each individual Download of a Ring Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Ring Tone Downloaded (the "Ring Tone Royalty"), provided that in no circumstances shall the Ring Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.13 per Download irrespective of the price (if any) actually charged;

(b) Graphic Tones: With respect to each individual Download of a Graphic Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by fifteen percent (15%) of the actual price charged to Customers for each Graphic Tone Downloaded (the "Graphic Tone Royalty"), provided that in no circumstances shall the Graphic Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.20 per Download irrespective of the price (if any) actually charged;

(c) Fixing Fee: For each Composition initially converted to a Ring Tone or Graphic Tone, a one-time non-recoupable fixing fee equal to the Licensor Share of each applicable Composition multiplied by $25 (the "Fixing Fee"). For avoidance of doubt, if a Fixing Fee for a particular Composition is paid in connection with the creation of a Ring Tone, an additional Fixing Fee will not be due if such Ring Tone is later converted to a Graphic Tone. Conversely, if a Graphic Tone is initially created by Licensee, an additional Fixing Fee will not be due if the applicable Composition is later exploited solely as a Ring Tone.

(d) If at any time during the Term hereof Licensee pays any royalty, fixing or other service fee in connection with its Ring Tone or Graphic Tone service within the Territory to any other owner or administrator of musical compositions higher than the Ring Tone Royalty, Graphic Tone Royalty or Fixing Fee specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Ring Tones and Graphic Tones Downloaded; and (ii) all Ring Tones and Graphic Tones created. Each accounting shall report each Composition by title, song code number (as indicated on Schedules A and B), the number of Downloads and the resultant applicable Royalties due hereunder and be accompanied by payment to Licensor of all Royalties and Fixing Fees due. All accountings and resultant royalties and fees shall be forwarded to BMG Music Publishing NA, Inc., 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones and Graphic Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of five percent (5%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensor gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Recordings or Ring Tones whatsoever.

8. (a) Licensor represents, warrants and agrees as follows (with respect to the Licensor Share of the Compositions described in Schedules A and B):

(i) Licensor has full right, power and authority to enter into this agreement and to grant to the Licensee all rights herein set out upon the terms and conditions herein.

(ii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iii) Licensor will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom Licensor administer with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows.

(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(ii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iii) Upon receipt of written instruction from Licensor, Licensee shall not, to the extent permitted by law, license any Customer or other user that is engaged in piracy, illegal activities or other unauthorized use of the Ring Tones or the Compositions, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor.

(iv) Licensee shall either own or control and/or have valid and enforceable licenses with the applicable rights holders with respect to all aspects of their Ring Tone service including, without limitation, any Master Recordings and/or Graphics.

(c) Each party (for these purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Indemnitee shall notify Indemnitor of any claim presented to Indemnitee by a third party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the proceeding. No such claim asserted by a third party may be settled by Indemnitee without Indemnitor's prior written consent (such consent not to be unreasonably withheld or delayed), so long as Indemnitor is actively defending such claim in a manner consistent with industry norms, unless Indemnitee shall agree not to seek indemnity from Indemnitor for any settlement payment made by Indemnitee to the claimant.

9. (a) For the avoidance of doubt, no rights are granted in any Master Recordings of the Composition(s) or Graphics, and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

11. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

BMG Music Publishing NA, Inc.

By: _____

Yamaha Music Interactive, Inc.

By: _____

EXHIBIT CO 0363

RING TONE LICENSE

Agreement made June 1, 2004 between Zomba Enterprises Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and Yamaha Music Interactive, Inc. 689 5th Avenue, 11th Floor, New York, NY 10022 (hereinafter "Licensee").

For good and valuable consideration, Licensor and the Licensee hereby agree as follows:

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on June 1, 2004 and expiring on May 31, 2005 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create an arrangement of the Compositions consisting of musical tones (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition, and record up to thirty (30) seconds of an Arrangement (the "Recording(s)");

(ii) To transform the Recordings into mobile ring tone formats or to incorporate up to thirty (30) seconds of a Composition as embodied in a pre-existing master recording (a "Master Recording") into a ring tone format (individually and collectively, a "Ring Tone");

(iii) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")

(iv) Subject to paragraph 1(b) below, to synchronize Ring Tones with graphic images (a "Graphic") (collectively, a "Graphic Tone") which may be viewed solely on a Customer's mobile telephone;

(v) To download or otherwise transmit Ring Tones or Graphic Tones onto mobile telephones (for a fee or otherwise) for personal use by the Customers (a "Download"), for the express purpose of such Ring Tone(s) sounding as a ringing alert on such mobile telephones;

(vi) To promote and advertise segments of the Graphic Tones or Ring Tones (not to exceed thirty (30) seconds each) on Customer's mobile phones and Licensee's and/or Third Party Companies' web site(s) for the sole purpose of allowing a Customer to preview a Ring Tone before purchasing same.

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Notwithstanding anything to the contrary contained herein, each Graphic Tone shall be subject to Licensor's prior written approval and shall be listed on Schedule "B" attached hereto.

(c) Schedule "A" and Schedule "B" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(d) All Arrangements created pursuant to this license shall be considered a "work made for hire" for Licensor. In the event the Arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the Arrangements and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

2. Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that Licensor shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

(a) Ring Tones: With respect to each individual Download of a Ring Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Ring Tone Downloaded (the "Ring Tone Royalty"), provided that in no circumstances shall the Ring Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.13 per Download irrespective of the price (if any) actually charged;

(b) Graphic Tones: With respect to each individual Download of a Graphic Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by fifteen percent (15%) of the actual price charged to Customers for each Graphic Tone Downloaded (the "Graphic Tone Royalty"), provided that in no circumstances shall the Graphic Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.20 per Download irrespective of the price (if any) actually charged;

(c) Fixing Fee: For each Composition initially converted to a Ring Tone or Graphic Tone, a one-time non-recoupable fixing fee equal to the Licensor Share of each applicable Composition multiplied by $25 (the "Fixing Fee"). For avoidance of doubt, if a Fixing Fee for a particular Composition is paid in connection with the creation of a Ring Tone, an additional Fixing Fee will not be due if such Ring Tone is later converted to a Graphic Tone. Conversely, if a Graphic Tone is initially created by Licensee, an additional Fixing Fee will not be due if the applicable Composition is later exploited solely as a Ring Tone.

(d) If at any time during the Term hereof Licensee pays any royalty, fixing or other service fee in connection with its Ring Tone or Graphic Tone service within the Territory to any other owner or administrator of musical compositions higher than the Ring Tone Royalty, Graphic Tone Royalty or Fixing Fee specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Ring Tones and Graphic Tones Downloaded; and (ii) all Ring Tones and Graphic Tones created. Each accounting shall report each Composition by title, song code number (as indicated on Schedules A and B), the number of Downloads and the resultant applicable Royalties due hereunder and be accompanied by payment to Licensor of all Royalties and Fixing Fees due. All accountings and resultant royalties and fees shall be forwarded to Zomba Enterprises Inc., 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones and Graphic Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of five percent (5%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensor gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Recordings or Ring Tones whatsoever.

8 (a) Licensor represents, warrants and agrees as follows (with respect to the Licensor Share of the Compositions described in Schedules A and B):

(i) Licensor has full right, power and authority to enter into this agreement and to grant to the Licensee all rights herein set out upon the terms and conditions herein.

(ii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iii) Licensor will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom Licensor administer with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(ii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iii) Upon receipt of written instruction from Licensor, Licensee shall not, to the extent permitted by law, license any Customer or other user that is engaged in piracy, illegal activities or other unauthorized use of the Ring Tones or the Compositions, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor.

(iv) Licensee shall either own or control and/or have valid and enforceable licenses with the applicable rights holders with respect to all aspects of their Ring Tone service including, without limitation, any Master Recordings and/or Graphics.

(c) Each party (for these purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Indemnitee shall notify Indemnitor of any claim presented to Indemnitee by a third party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the proceeding. No such claim asserted by a third party may be settled by Indemnitee without Indemnitor's prior written consent (such consent not to be unreasonably withheld or delayed), so long as Indemnitor is actively defending such claim in a manner consistent with industry norms, unless Indemnitee shall agree not to seek indemnity from Indemnitor for any settlement payment made by Indemnitee to the claimant.

9. (a) For the avoidance of doubt, no rights are granted in any Master Recordings of the Composition(s) or Graphics, and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

11. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

Zomba Enterprises Inc.

By _____

Yamaha Music Interactive, Inc.

By _____

EXHIBIT CO 0364

RING TONE LICENSE

Agreement made June 1, 2004 between Zomba Enterprises, Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and Improvista Interactive Music, Inc., 779 East Evelyn Avenue, Suite E, Mountain View, CA 94041 (hereinafter "Licensee").

For good and valuable consideration, Licensor and the Licensee hereby agree as follows

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on June 1, 2004 and expiring on May 31, 2005 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create an arrangement of the Compositions consisting of musical tones (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition, and record up to thirty (30) seconds of an Arrangement (the "Recording(s)");

(ii) To transform the Recordings into mobile ring tone formats or to incorporate up to thirty (30) seconds of a Composition as embodied in a pre-existing master recording (a "Master Recording") into a ring tone format (individually and collectively, a "Ring Tone");

(iii) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")

(iv) Subject to paragraph 1(b) below, to synchronize Ring Tones with graphic images (a "Graphic") (collectively, a "Graphic Tone") which may be viewed solely on a Customer's mobile telephone;

(v) To download or otherwise transmit Ring Tones or Graphic Tones onto mobile telephones (for a fee or otherwise) for personal use by the Customers (a "Download"), for the express purpose of such Ring Tone(s) sounding as a ringing alert on such mobile telephones;

(vi) To promote and advertise segments of the Graphic Tones or Ring Tones (not to exceed thirty (30) seconds each) on Customer's mobile phones and Licensee's and/or Third Party Companies' web site(s) for the sole purpose of allowing a Customer to preview a Ring Tone before purchasing same.

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Notwithstanding anything to the contrary contained herein, each Graphic Tone shall be subject to Licensor's prior written approval and shall be listed on Schedule "B" attached hereto.

(c) Schedule "A" and Schedule "B" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(d) All Arrangements created pursuant to this license shall be considered a "work made for hire" for Licensor. In the event the Arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the Arrangements and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

2. Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that Licensor shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

 N.O.

(a) Ring Tones: With respect to each individual Download of a Ring Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Ring Tone Downloaded (the "Ring Tone Royalty"), provided that in no circumstances shall the Ring Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.13 per Download irrespective of the price (if any) actually charged;

(b) Graphic Tones: With respect to each individual Download of a Graphic Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by fifteen percent (15%) of the actual price charged to Customers for each Graphic Tone Downloaded (the "Graphic Tone Royalty"), provided that in no circumstances shall the Graphic Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.20 per Download irrespective of the price (if any) actually charged;

(c) Fixing Fee: For each Composition initially converted to a Ring Tone or Graphic Tone, a one-time non-recoupable fixing fee equal to the Licensor Share of each applicable Composition multiplied by $25 (the "Fixing Fee"). For avoidance of doubt, if a Fixing Fee for a particular Composition is paid in connection with the creation of a Ring Tone, an additional Fixing Fee will not be due if such Ring Tone is later converted to a Graphic Tone. Conversely, if a Graphic Tone is initially created by Licensee, an additional Fixing Fee will not be due if the applicable Composition is later exploited solely as a Ring Tone.

(d) If at any time during the Term hereof Licensee pays any royalty, fixing or other service fee in connection with its Ring Tone or Graphic Tone service within the Territory to any other owner or administrator of musical compositions higher than the Ring Tone Royalty, Graphic Tone Royalty or Fixing Fee specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Ring Tones and Graphic Tones Downloaded; and (ii) all Ring Tones and Graphic Tones created. Each accounting shall report each Composition by title, song code number (as indicated on Schedules A and B), the number of Downloads and the resultant applicable Royalties due hereunder and be accompanied by payment to Licensor of all Royalties and Fixing Fees due. All accountings and resultant royalties and fees shall be forwarded to Zomba Enterprises, Inc., 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones and Graphic Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of five percent (5%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

N.O.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to Licensor's satisfaction within thirty (30) days after Licensor gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Recordings or Ring Tones whatsoever.

8. (a) Licensor represents, warrants and agrees as follows (with respect to the Licensor Share of the Compositions described in Schedules A and B):

(i) Licensor has full right, power and authority to enter into this agreement and to grant to the Licensee all rights herein set out upon the terms and conditions herein.

(ii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iii) Licensor will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom Licensor administer with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(ii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iii) Upon receipt of written instruction from Licensor, Licensee shall not, to the extent permitted by law, license any Customer or other user that is engaged in piracy, illegal activities or other unauthorized use of the Ring Tones or the Compositions, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor.

(iv) Licensee shall either own or control and/or have valid and enforceable licenses with the applicable rights holders with respect to all aspects of their Ring Tone service including, without limitation, any Master Recordings and/or Graphics.

N.O.

(c) Each party (for these purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Indemnitee shall notify Indemnitor of any claim presented to Indemnitee by a third party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the proceeding. No such claim asserted by a third party may be settled by Indemnitee without Indemnitor's prior written consent (such consent not to be unreasonably withheld or delayed), so long as Indemnitor is actively defending such claim in a manner consistent with industry norms, unless Indemnitee shall agree not to seek indemnity from Indemnitor for any settlement payment made by Indemnitee to the claimant.

9. (a) For the avoidance of doubt, no rights are granted in any Master Recordings of the Composition(s) or Graphics, and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

11. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

Zomba Enterprises, Inc.

By: _____

Improvista Interactive Music, Inc.

By: _____

Noriyuki Okada, President & COO 9/27/04

EXHIBIT CO 0365

RING TONE LICENSE

Agreement made June 1, 2004 between Zomba Songs Inc., Zomba Enterprises Inc. and Zomba Melodies Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and Diggit Entertainment Group, Inc., 6 West 18th Street, New York, NY 10011 (hereinafter "Licensee").

For good and valuable consideration, Licensor and the Licensee hereby agree as follows:

(a) Licensor grants to Licensee the non-exclusive license for the territory of the United States including its territories and possessions ("the Territory") for a term commencing on June 1, 2004 and expiring on May 31, 2005 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create an arrangement of the Compositions consisting of musical tones without lyrics or instrumentation (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition, and record up to thirty (45) seconds of an Arrangement (the "Recording(s)");

(ii) To transform the Recordings into mobile mono or polyphonic ring tone formats (a "Poly Tone") or to incorporate up to thirty (45) seconds of a Composition as embodied in a pre-existing master recording (a "Master Recording") into a ring tone format (a "Master Tone") (individually and collectively sometimes referred to herein as a "Ring Tone");

(iii) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")

(iv) To download or otherwise transmit Ring Tones onto mobile telephones (for a fee or otherwise) for personal use by the Customers (a "Download"), for the express purpose of such Ring Tone(s) sounding as a ringing alert on such mobile telephones;

(v) To promote and advertise segments of the Ring Tones (not to exceed thirty (30) seconds each) solely on Licensee's and/or Third Party Companies' web site(s) (i.e. a web site in which Customer can preview a Ring Tone before purchasing same).

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Schedule "A" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(c) All Arrangements created pursuant to this license shall be considered a "work made for hire" for Licensor. In the event the Arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the Arrangements and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

2. Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that Licensor shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

(a) Poly Tones: With respect to each individual Download of a Poly Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Poly Tone Downloaded (the "Poly Tone Royalty"), provided that in no circumstances shall the Poly Tone Royalty be less than the

Licensor Share of each applicable Composition multiplied by $.13 per Download irrespective of the price (if any) actually charged;

(b) Master Tones: With respect to each individual Download of a Master Tone, the Licensor Share of each Composition multiplied by ten percent (10%) of the actual price charged to Customers for each Master Tone Downloaded (the "Master Tone Royalty"), provided that in no circumstances shall the Master Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.13 per Download irrespective of the price (if any) actually charged;

(c) For each Composition initially converted to a Ring Tone, a one-time non-recoupable fixing fee equal to the Licensor Share of each applicable Composition multiplied by $25 (the "Fixing Fee"). For avoidance of doubt, if a Fixing Fee for a particular Composition is paid in connection with the creation of a Poly Tone, an additional Fixing Fee will not be due if such Ring Tone is later exploited as a Master Tone. Conversely, if a Master Tone is initially created by Licensee, an additional Fixing Fee will not be due if the applicable Composition is later exploited as a Poly Tone.

(d) An advance of $5000 recoupable from all Royalties payable hereunder.

(e) If at any time during the Term hereof Licensee pays any royalty, fixing or other service fee in connection with its Ring Tone service within the Territory to any other owner or administrator of musical compositions higher than the Ring Tone Royalty, Master Tone Royalty or Fixing Fee specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Ring Tones Downloaded; and (ii) all Ring Tones created during each applicable period. Each accounting shall report each Composition by title, song code number (as indicated on Schedule A), the number of Downloads and the resultant applicable Royalties due hereunder and be accompanied by payment to Licensor of all Royalties and Fixing Fees due. All accountings and resultant royalties and fees shall be forwarded to Zomba Music Publishing, 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of five percent (5%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to

Licensor's satisfaction within thirty (30) days after Licensor gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Recordings or Ring Tones whatsoever. Licensee shall destroy all of the Ring Tones and shall within fifteen (15) days after the end of the Term deliver to Licensor an affidavit evidencing such destruction.

8. (a) Licensor represents, warrants and agrees as follows (with respect to the Licensor Share of the Compositions described in Schedule A):

(i) Licensor has full right, power and authority to enter into this agreement and to grant to the Licensee all rights herein set out upon the terms and conditions herein.

(ii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iii) Licensor will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom Licensor administers with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(ii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iii) Upon receipt of written instruction from Licensor, Licensee shall not, to the extent permitted by law, license any Customer or other user that is engaged in piracy, illegal activities or other unauthorized use of the Ring Tones or the Compositions, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor.

(iv) Licensee shall either own or control and/or have valid and enforceable licenses with the applicable rights holders with respect to all aspects of their Ring Tone service including, without limitation, any Master Recordings.

(c) Each party (for these purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result

of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Indemnitee shall notify Indemnitor of any claim presented to Indemnitee by a third party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the proceeding. No such claim asserted by a third party may be settled by Indemnitee without Indemnitor's prior written consent (such consent not to be unreasonably withheld or delayed), so long as Indemnitor is actively defending such claim in a manner consistent with industry norms, unless Indemnitee shall agree not to seek indemnity from Indemnitor for any settlement payment made by Indemnitee to the claimant.

9. (a) For the avoidance of doubt, no rights are granted in any Master Recordings of the Composition(s), and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

11. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

Zomba Songs Inc., Zomba Enterprises Inc., Zomba Melodies Inc.

By: _____

Diggit Entertainment Group, Inc.

By: _____

EXHIBIT CO 0366

RING TONE LICENSE

Agreement made June 1, 2004 between BMG Songs, Inc. and Careers-BMG Music Publishing, Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and Diggit Entertainment Group, Inc., 6 West 18th Street, New York, NY 10011 (hereinafter "Licensee").

For good and valuable consideration, Licensor and the Licensee hereby agree as follows:

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States including its territories and possessions ("the Territory") for a term commencing on June 1, 2004 and expiring on May 31, 2005 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create an arrangement of the Compositions consisting of musical tones without lyrics or instrumentation (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition, and record up to forty five (45) seconds of an Arrangement (the "Recording(s)");

(ii) To transform the Recordings into mobile mono or polyphonic ring tone formats (a "Poly Tone") or to incorporate up to forty five (45) seconds of a Composition as embodied in a pre-existing master recording (a "Master Recording") into a ring tone format (a "Master Tone") (individually and collectively sometimes referred to herein as a "Ring Tone");

(iii) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")

(iv) To download or otherwise transmit Ring Tones onto mobile telephones (for a fee or otherwise) for personal use by the Customers (a "Download"), for the express purpose of such Ring Tone(s) sounding as a ringing alert on such mobile telephones;

(v) To promote and advertise segments of the Ring Tones (not to exceed thirty (30) seconds each) solely on Licensee's and/or Third Party Companies' web site(s) (i.e. a web site in which Customer can preview a Ring Tone before purchasing same).

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Schedule "A" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(c) All Arrangements created pursuant to this license shall be considered a "work made for hire" for Licensor. In the event the Arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the Arrangements and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

2. Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that Licensor shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

(a) Poly Tones: With respect to each individual Download of a Poly Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Poly Tone Downloaded (the "Poly Tone Royalty"), provided that in no circumstances shall the Poly Tone Royalty be less than the

Licensor Share of each applicable Composition multiplied by $.13 per Download irrespective of the price (if any) actually charged;

(b) Master Tones: With respect to each individual Download of a Master Tone, the Licensor Share of each Composition multiplied by ten percent (10%) of the actual price charged to Customers for each Master Tone Downloaded (the "Master Tone Royalty"), provided that in no circumstances shall the Master Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.13 per Download irrespective of the price (if any) actually charged;

(c) For each Composition initially converted to a Ring Tone, a one-time non-recoupable fixing fee equal to the Licensor Share of each applicable Composition multiplied by $25 (the "Fixing Fee"). For avoidance of doubt, if a Fixing Fee for a particular Composition is paid in connection with the creation of a Poly Tone, an additional Fixing Fee will not be due if such Ring Tone is later exploited as a Master Tone. Conversely, if a Master Tone is initially created by Licensee, an additional Fixing Fee will not be due if the applicable Composition is later exploited as a Poly Tone.

(d) An advance of $5000 recoupable from all Royalties payable hereunder.

(e) If at any time during the Term hereof Licensee pays any royalty, fixing or other service fee in connection with its Ring Tone service within the Territory to any other owner or administrator of musical compositions higher than the Ring Tone Royalty, Master Tone Royalty or Fixing Fee specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Ring Tones Downloaded; and (ii) all Ring Tones created during each applicable period. Each accounting shall report each Composition by title, song code number (as indicated on Schedule A), the number of Downloads and the resultant applicable Royalties due hereunder and be accompanied by payment to Licensor of all Royalties and Fixing Fees due. All accountings and resultant royalties and fees shall be forwarded to BMG Music Publishing, 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of five percent (5%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to

of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Indemnitee shall notify Indemnitor of any claim presented to Indemnitee by a third party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the proceeding. No such claim asserted by a third party may be settled by Indemnitee without Indemnitor's prior written consent (such consent not to be unreasonably withheld or delayed), so long as Indemnitor is actively defending such claim in a manner consistent with industry norms, unless Indemnitee shall agree not to seek indemnity from Indemnitor for any settlement payment made by Indemnitee to the claimant.

9. (a) For the avoidance of doubt, no rights are granted in any Master Recordings of the Composition(s), and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

11. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

BMG Songs, Inc.

By:

Careers-BMG Music Publishing, Inc.

By:

Diggit Entertainment Group, Inc.

By:

EXHIBIT CO 0367

RING TONE LICENSE

Agreement made May 1, 2004 between Zomba Songs Inc., Zomba Enterprises Inc. and Zomba Melodies Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and Acotel USA, 1050 Winter Street Ste., 3100, Waltham, MA 02451 (hereinafter "Licensee").

For good and valuable consideration, Licensor and the Licensee hereby agree as follows:

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on May 1, 2004 and expiring on April 30, 2005 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create an arrangement of the Compositions consisting of musical tones without lyrics or instrumentation (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition, and record up to thirty (30) seconds of an Arrangement (the "Recording(s)");

(ii) To transform the Recordings into mobile mono or polyphonic ring tone formats (a "Poly Tone") or to incorporate up to thirty (30) seconds of a Composition as embodied in a pre-existing master recording (a "Master Recording") into a ring tone format (a "Master Tone") (individually and collectively sometimes referred to herein as a "Ring Tone");

(iii) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")

(iv) To download or otherwise transmit Ring Tones onto mobile telephones (for a fee or otherwise) for personal use by the Customers (a "Download"), for the express purpose of such Ring Tone(s) sounding as a ringing alert on such mobile telephones;

(v) To promote and advertise segments of the Ring Tones (not to exceed thirty (30) seconds each) solely on Licensee's and/or Third Party Companies' web site(s) (i.e. a web site in which Customer can preview a Ring Tone before purchasing same).

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Schedule "A" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(c) All Arrangements created pursuant to this license shall be considered a "work made for hire" for Licensor. In the event the Arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the Arrangements and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

2. Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that Licensor shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

(a) Poly Tones: With respect to each individual Download of a Poly Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Poly Tone Downloaded (the "Poly Tone Royalty"), provided that in no circumstances shall the Poly Tone Royalty be less than the

Licensor Share of each applicable Composition multiplied by $.13 per Download irrespective of the price (if any) actually charged;

(b) Master Tones: With respect to each individual Download of a Master Tone, the Licensor Share of each Composition multiplied by ten percent (10%) of the actual price charged to Customers for each Master Tone Downloaded (the "Master Tone Royalty"), provided that in no circumstances shall the Master Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.13 per Download irrespective of the price (if any) actually charged;

(c) For each Composition initially converted to a Ring Tone, a one-time non-recoupable fixing fee equal to the Licensor Share of each applicable Composition multiplied by $25 (the "Fixing Fee"). For avoidance of doubt, if a Fixing Fee for a particular Composition is paid in connection with the creation of a Poly Tone, an additional Fixing Fee will not be due if such Ring Tone is later exploited as a Master Tone. Conversely, if a Master Tone is initially created by Licensee, an additional Fixing Fee will not be due if the applicable Composition is later exploited as a Poly Tone.

(d) An advance of $5,000 recoupable from all Royalties payable hereunder.

(e) If at any time during the Term hereof Licensee pays any royalty, fixing or other service fee in connection with its Ring Tone service within the Territory to any other owner or administrator of musical compositions higher than the Ring Tone Royalty, Master Tone Royalty or Fixing Fee specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Ring Tones Downloaded; and (ii) all Ring Tones created during each applicable period. Each accounting shall report each Composition by title, song code number (as indicated on Schedule A), the number of Downloads and the resultant applicable Royalties due hereunder and be accompanied by payment to Licensor of all Royalties and Fixing Fees due. All accountings and resultant royalties and fees shall be forwarded to Zomba Music Publishing, 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of five percent (5%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to.

Licensor's satisfaction within thirty (30) days after Licensor gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Recordings or Ring Tones whatsoever. Licensee shall destroy all of the Ring Tones and shall within fifteen (15) days after the end of the Term deliver to Licensor an affidavit evidencing such destruction.

8. (a) Licensor represents, warrants and agrees as follows (with respect to the Licensor Share of the Compositions described in Schedule A):

(i) Licensor has full right, power and authority to enter into this agreement and to grant to the Licensee all rights herein set out upon the terms and conditions herein.

(ii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iii) Licensor will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom Licensor administers with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(ii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iii) Upon receipt of written instruction from Licensor, Licensee shall not, to the extent permitted by law, license any Customer or other user that is engaged in piracy, illegal activities or other unauthorized use of the Ring Tones or the Compositions, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor.

(iv) Licensee shall either own or control and/or have valid and enforceable licenses with the applicable rights holders with respect to all aspects of their Ring Tone service including, without limitation, any Master Recordings.

(c) Each party (for these purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result

of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Indemnitee shall notify Indemnitor of any claim presented to Indemnitee by a third party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the proceeding. No such claim asserted by a third party may be settled by Indemnitee without Indemnitor's prior written consent (such consent not to be unreasonably withheld or delayed), so long as Indemnitor is actively defending such claim in a manner consistent with industry norms, unless Indemnitee shall agree not to seek indemnity from Indemnitor for any settlement payment made by Indemnitee to the claimant.

9. (a) For the avoidance of doubt, no rights are granted in any Master Recordings of the Composition(s), and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

11. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

Zomba Songs Inc., Zomba Enterprises Inc., Zomba Melodies Inc.

By: _____

Acotel USA

By: _____

GENERAL MANAGER
ACOTEL USA, INC

EXHIBIT CO 0368

RING TONE LICENSE

Agreement made May 1, 2004 between BMG Songs, Inc. and Careers-BMG Music Publishing, Inc., 1540 Broadway, New York, NY 10036 (hereinafter referred to as "Licensor") and Acotel USA, 1050 Winter Street, Ste., 3100, Waltham, MA 02451 (hereinafter "Licensee").

For good and valuable consideration, Licensor and the Licensee hereby agree as follows:

1. (a) Licensor grants to Licensee the non-exclusive license for the territory of the United States ("the Territory") for a term commencing on May 1, 2004 and expiring on April 30, 2005 ("the Term") to use the musical works listed on Schedule "A" attached hereto ("the Composition(s)") (but solely to the extent of Licensor's interest therein) as follows:

(i) To create an arrangement of the Compositions consisting of musical tones without lyrics or instrumentation (the "Arrangement") provided that in no event shall any arrangement change the basic melody or fundamental character of the applicable Composition, and record up to thirty (30) seconds of an Arrangement (the "Recording(s)");

(ii) To transform the Recordings into mobile mono or polyphonic ring tone formats (a "Poly Tone") or to incorporate up to thirty (30) seconds of a Composition as embodied in a pre-existing master recording (a "Master Recording") into a ring tone format (a "Master Tone") (individually and collectively sometimes referred to herein as a "Ring Tone");

(iii) To create a database containing the Ring Tone(s) available to Licensee's customers or subscribers and/or to third party companies serviced by Licensee ("Third Party Companies") which in turn service customers or subscribers ("the Customers")

(iv) To download or otherwise transmit Ring Tones onto mobile telephones (for a fee or otherwise) for personal use by the Customers (a "Download"), for the express purpose of such Ring Tone(s) sounding as a ringing alert on such mobile telephones;

(v) To promote and advertise segments of the Ring Tones (not to exceed thirty (30) seconds each) solely on Licensee's and/or Third Party Companies' web site(s) (i.e. a web site in which Customer can preview a Ring Tone before purchasing same).

All of the foregoing activities shall be conducted at Licensee's sole expense.

(b) Schedule "A" may be amended, in Licensor's sole discretion, from time to time as reasonably requested by Licensee on a composition-by-composition basis, subject to the terms of this Agreement. In addition, Licensor may, in its sole discretion, inform Licensee from time to time of additional Compositions it wishes to make available for license hereunder.

(c) All Arrangements created pursuant to this license shall be considered a "work made for hire" for Licensor. In the event the Arrangements shall be deemed not to be a work made for hire, then the Licensee hereby sells, assigns, and transfers over to Licensor, and releases and quitclaims unto Licensor, its successors and assigns, all right, title and interest in and to the Arrangements and all rights therein and thereto, for the United States and throughout the world, forever, including any and all copyright terms, and all extension terms of copyright, for all uses and purposes whether now known or hereafter created, free from payment of any royalty or further compensation.

2. Licensor reserves all rights in and to the Composition(s), including the right in its sole discretion to restrict or rescind the use of any Composition at any time. In the event that Licensor shall request Licensee to cease using any Composition, Licensee shall do so as soon as practicable after receiving notice.

3. In consideration of the foregoing licence, Licensee shall pay to Licensor the following:

(a) Poly Tones: With respect to each individual Download of a Poly Tone, a sum equal to Licensor's percentage of control of each applicable Composition (the "Licensor Share") multiplied by ten percent (10%) of the actual price charged to Customers for each Poly Tone Downloaded (the "Poly Tone Royalty"), provided that in no circumstances shall the Poly Tone Royalty be less than the

Licensor Share of each applicable Composition multiplied by $.13 per Download irrespective of the price (if any) actually charged;

(b) Master Tones: With respect to each individual Download of a Master Tone, the Licensor Share of each Composition multiplied by ten percent (10%) of the actual price charged to Customers for each Master Tone Downloaded (the "Master Tone Royalty"), provided that in no circumstances shall the Master Tone Royalty be less than the Licensor Share of each applicable Composition multiplied by $.13 per Download irrespective of the price (if any) actually charged;

(c) For each Composition initially converted to a Ring Tone, a one-time non-recoupable fixing fee equal to the Licensor Share of each applicable Composition multiplied by $25 (the "Fixing Fee"). For avoidance of doubt, if a Fixing Fee for a particular Composition is paid in connection with the creation of a Poly Tone, an additional Fixing Fee will not be due if such Ring Tone is later exploited as a Master Tone. Conversely, if a Master Tone is initially created by Licensee, an additional Fixing Fee will not be due if the applicable Composition is later exploited as a Poly Tone.

(d) An advance of $5,000 recoupable from all Royalties payable hereunder.

(e) If at any time during the Term hereof Licensee pays any royalty, fixing or other service fee in connection with its Ring Tone service within the Territory to any other owner or administrator of musical compositions higher than the Ring Tone Royalty, Master Tone Royalty or Fixing Fee specified hereunder, on a per composition basis or otherwise, Licensee shall pay such higher royalty or fixing fee to Licensor retroactively to the first accounting period during which such higher royalty or fixing fee is accounted to such other owner or administrator.

4. Within forty five (45) days after the end of each quarterannual period, i.e. ending March 31, June 30, September 30 and December 31, Licensee shall render to Licensor a true and detailed accounting of (i) all Ring Tones Downloaded; and (ii) all Ring Tones created during each applicable period. Each accounting shall report each Composition by title, song code number (as indicated on Schedule A), the number of Downloads and the resultant applicable Royalties due hereunder and be accompanied by payment to Licensor of all Royalties and Fixing Fees due. All accountings and resultant royalties and fees shall be forwarded to BMG Music Publishing, 8750 Wilshire Boulevard, Beverly Hills, CA 90211, attn: Director of Royalties.

5. (a) Licensee shall maintain accurate and complete records and books of account detailing the creation of Ring Tones hereunder and all Downloads and containing all other information needed to compute and verify the amounts payable to Licensor hereunder. Licensor may audit those books and records. Licensor may make such an examination for a particular statement only once. Licensor may conduct such audit only during Licensee's usual business hours, and at the place where it keeps the books and records to be examined, on at least thirty (30) days prior notice.

(b) Such audit shall be conducted at Licensor's sole expense, except that if any audit reveals an error resulting in an underpayment to Licensor of five percent (5%) or more of the total amount accounted to Licensor during the accounting periods audited, then Licensee shall pay to Licensor all reasonable audit costs, including travel, hotel and per diems, together with the underpayment.

(c) Any royalty shortfall shall bear interest at the composite "prime rate" (as published in the Wall Street Journal) plus two percent (2%).

6. Licensee may not assign, transfer or sub-licence any of its rights hereunder without Licensor's prior written consent and any purported such assignment, transfer or licence shall be void *ab initio*.

7. (a) Licensor may terminate this Agreement by giving Licensee notice in any of the following circumstances:

(i) If Licensee fails to perform any of its material obligations under this agreement for any reason (including impossibility of performance) and such failure has not been remedied to

Licensor's satisfaction within thirty (30) days after Licensor gives Licensee notice of it.

(ii) If Licensee attempts to assign any of its rights under this agreement without Licensor's prior written consent, or if any of those rights succeeds to any other person or entity by operation of law.

(iii) If the control or ownership of Licensee or the majority of Licensee's capital stock vests, directly or indirectly, in any person or entity except the persons or entities who actually own Licensee's outstanding capital stock now, without Licensor's prior written consent.

(b) This Agreement will terminate automatically, without notice, if Licensee is dissolved or its assets are liquidated, or if Licensee becomes insolvent, or if a proceeding in bankruptcy, for a reorganization, or for other relief from the claims of creditors, or any similar proceeding, takes place with respect to Licensee or its property.

(c) A termination of the Agreement under this paragraph 7 will not limit or affect any of Licensor's other rights.

(d) Upon the expiration or termination of the Term, all of Licensee's rights hereunder shall terminate. Licensee shall withdraw the Ring Tones hereunder from the database of possible Customer retrieval and shall make no further use of the Composition(s), or of the Recordings of Ring Tones whatsoever. Licensee shall destroy all of the Ring Tones and shall within fifteen (15) days after the end of the Term deliver to Licensor an affidavit evidencing such destruction.

8. (a) Licensor represents, warrants and agrees as follows (with respect to the Licensor Share of the Compositions described in Schedule A):

(i) Licensor has full right, power and authority to enter into this agreement and to grant to the Licensee all rights herein set out upon the terms and conditions herein.

(ii) The Compositions are original copyrighted works and in no way infringe the copyright or other rights of any third party.

(iii) Licensor will pay any and all fees, royalties and other sums due to the songwriters of the Compositions as well as to publishers and copublishers whom Licensor administers with respect to the royalties received by it hereunder.

(b) Licensee warrants, represents and agrees as follows:

(i) Licensee has the full right, power and authority to enter into and perform this agreement upon the terms and conditions set forth herein.

(ii) Licensee shall take all steps reasonably necessary to secure and maintain protection of the Compositions, by way of encryption or otherwise, under copyright and equivalent or similar laws throughout the Territory.

(iii) Upon receipt of written instruction from Licensor, Licensee shall not, to the extent permitted by law, license any Customer or other user that is engaged in piracy, illegal activities or other unauthorized use of the Ring Tones or the Compositions, or that has otherwise been designated by the RIAA, IFPI or other such body as an illegal producer or distributor.

(iv) Licensee shall either own or control and/or have valid and enforceable licenses with the applicable rights holders with respect to all aspects of their Ring Tone service including, without limitation, any Master Recordings.

(c) Each party (for these purposes, "Indemnitor") shall indemnify, defend and hold the other party ("Indemnitee"), its successors, assigns, agents and licensees, free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorneys' fees and costs), or any sums paid in settlement, arising out of or incurred as a direct result

of any actual breach of the representations, warranties, agreements and undertakings of or by the party concerned. Indemnitee shall notify Indemnitor of any claim presented to Indemnitee by a third party. Indemnitor shall defend any third party claim, at its sole expense, with counsel approved by Indemnitee, except that, at Indemnitee's option, Indemnitee may defend the claim (at Indemnitor's sole expense) and shall consult with Indemnitor about choice of counsel and the conduct of the proceeding. No such claim asserted by a third party may be settled by Indemnitee without Indemnitor's prior written consent (such consent not to be unreasonably withheld or delayed), so long as Indemnitor is actively defending such claim in a manner consistent with industry norms, unless Indemnitee shall agree not to seek indemnity from Indemnitor for any settlement payment made by Indemnitee to the claimant.

9. (a) For the avoidance of doubt, no rights are granted in any Master Recordings of the Composition(s), and no rights are granted other than those expressly referred to herein.

(b) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Licensor or this agreement without the prior written consent of Licensor.

(c) Licensor will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(d) Licensee shall be responsible for securing, and paying for, whatever public performance licenses required in connection with its Ring Tone service throughout the Territory. For avoidance of doubt, it is acknowledged and agreed that the Royalty shall not be inclusive of public performance monies payable in connection with Ring Tones, if any, and no public performance license is granted hereunder.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

11. This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements whether written or oral concerning the subject matter hereof.

AS WITNESS the hands of the parties the day and year first above written

BMG Songs, Inc.

By: _____

Acotel USA

By: _____

CARMINE TARANTINO
GENERAL MANAGER

Careers-BMG Music Publishing, Inc.

By: _____

EXHIBIT CO 0369

DIGITAL JUKEBOX MUSICAL COMPOSITION LICENSE

AGREEMENT, entered into this 1st day of May, 2004 by and between AMI Entertainment, Inc., 1500 Union Avenue SE, Grand Rapids, Michigan 49507, attn: Chief Financial Officer ("Licensee") and Zomba Enterprises Inc., Zomba Songs Inc. and Zomba Melodies Inc., 1540 Broadway, New York, NY 10036 ("Publisher").

WHEREAS, Publisher owns and/or controls and may hereafter own and/or control certain musical compositions (hereinafter sometimes referred to collectively as "Publisher's Catalog" as the same shall exist from time to time), including but not limited to the right to license others to make copies of and distribute Publisher's Catalog in the form of sound recordings and to transmit Publisher's Catalog in the form of sound recordings by digital transmission; and

WHEREAS, Licensee has developed one or more Digital Jukeboxes (individually and collectively, the"DJ") and is engaged in the business of furnishing the DJ (by sale or otherwise) to commercial and retail establishments (the "Establishments") in order facilitate the public performance of music in such Establishments; and

WHEREAS, instead of exclusively utilizing CDs or disk recordings, the DJ utilizes digital sound recordings that reside on a database in the DJ's hard drive (the "Digital Recordings") which may be transmitted digitally from a central database or server ("Central Database") via a dedicated broadband connection to the individual DJs or embedded directly into the DJs; and

WHEREAS, Licensee desires to obtain a license to make digital deliveries of Digital Recordings embodying musical compositions now or hereafter included in Publisher's Catalog which have previously been licensed for mechanical reproduction in the "Territory" (as that term is defined below) by Publisher or which may be so licensed during the "Term" (as defined below) (the "Compositions") by copying the Digital Recordings of the Compositions into its Central Database and/or digitally copying and transmitting the copies to the remote DJs for the purpose of publicly performing the Compositions from the DJs; and

WHEREAS, Publisher is willing to grant to Licensee the non-exclusive right to make such copies and digital deliveries for use in the DJs pursuant to the terms set out below;

NOW THEREFORE, in consideration of the mutual promises and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Grant of Rights: Subject to the terms stated herein and payment of the applicable royalties due, Publisher hereby grants to Licensee the non-exclusive right during the Term to:

(a) Make copies of the Compositions into Licensee's Central Database;

(b) Encrypt such copies and otherwise modify same to enable their use in the DJ;

(c) Transmit, embed or otherwise deliver Digital Recordings of the Compositions from the Central Database to remote DJs housed by Establishments for storage on the hard drive of such DJs within the United States;

(d) Allow patrons of the Establishments to publicly perform the Compositions via the DJs by individually selecting and playing any given Composition (a "Play").

2. Territory:

The territory shall be the United States, its possessions and territories (including without limitation Guam, Puerto Rico, the U.S. Virgin Islands and U.S. Military Bases regardless of where same are located).

3. Term:

The term of this agreement shall be May 1, 2004 to December 31, 2005 and thereafter shall continue indefinitely on a month-to-month basis provided that either party shall have the right to terminate this Agreement by giving the other party not less than thirty (30) days written notice of such termination.

4. Licensing Fee/Royalties/Advance:

In consideration of the granting of such rights Licensee shall pay to Publisher:

(a) (i) With respect to all Plays of Compositions on a DJ a sum equal to Publisher's share of each applicable Composition (the "Publisher Share") multiplied by $0.005 (the "Per Play Royalty").

(ii) A one-time "server copy" royalty equal to the Publisher Share of each Cor[illegible] multiplied by the current minimum statutory rate (without regard to playing time) of r[illegible]cords. Such royalty shall be due during the period in which each Composition is init[illegible]ed to Licensee's Central Server.

INITIAL HERE

$3.000

(b) An advance of ~~$5,000~~ which shall be recoupable from all royalties payable hereunder.

(d) The Licensee shall be responsible for obtaining and maintaining license agreements with ASCAP, BMI, and or SESAC ("PROs") for public performances of Compositions by the DJs and the Licensee shall pay all applicable performance royalties for each use of the Composition to the PROs. In the event that Licensee is unable to secure such license agreements with the PROs, Licensee shall pay to Publisher a performance royalty for each Play of a Composition equal to the Publisher Share of each Composition multiplied by $.005 (the "Performance Royalty") pending the completion of the applicable performing rights licenses. Licensee shall notify Publisher upon completion of its agreement with each PRO.

5. Promotional Performance:

Licensee and its customers shall have the right to program the DJs to play Compositions on a promotional or free basis when the DJ is in so-called "attract mode" during periods of time when no patrons have purchased a Play (a "Promotional Play"). No royalty or fee shall be payable hereunder for such promotional performances other than the Performance Royalty (if applicable) up to a maximum of 15% of the total number of Plays (including the Promotional Plays) which occur during the accounting period concerned. If Promotional Plays during an given accounting period exceed 15% of the total number of Plays for such period then both the Per Play Royalty and Performance Royalty (if applicable) shall be due for each Play exceeding such 15% threshold. No royalties or other fees shall be payable in connection with the demonstration of the DJs in so-called "business to business" settlings, including without limitation at trade shows or in Licensee's or Establishment's offices, distribution centers, warehouses or showrooms.

6. Favored Nations:

In the event that Licensee agrees at any time during the Term to pay any third-party music publisher a royalty at a higher rate than the Per Play Royalty or Performance Royalty (if applicable) Licensee shall give Publisher prompt notice thereof and shall pay Publisher at such higher rate for all uses of Compositions from and after the effective date of such higher third-party rate.

7. Accounting:

(a) Payment: Licensee shall pay royalties and account to Publisher quarterly within forty-five (45) days after the end of each calendar quarter on the basis of Plays and Promotional Plays described in paragraphs 4 and 5 hereof. Concurrently with such payment Licensee shall render a royalty statement in a delimited electronic format (e.g., Microsoft Excel) setting forth in detail as to each Composition played, transmitted, or delivered during such quarter and the computation of all royalties due. Such statement shall provide Publisher with the title of the Composition, the names of the songwriters, the song ID number (if supplied by Publisher) and the number of times each Composition was Played or Promotionally Played on DJs during the quarter.

(b) Audit: Licensee agrees to keep and maintain true and accurate records of accounting connected with the performance of this agreement and shall retain such books and records for a period of no less than three years after the date in which the applicable statement was rendered hereunder. No more than one time per year Publisher shall have the right upon reasonable notice and during normal office hours to examine the books and records of Licensee at Licensee's regular place of business as they pertain to the calculation of royalties hereunder. Publisher acknowledges and agrees that it shall not have the right to directly audit the books and records of the Establishments. Publisher may make an examination of any particular statement once. If as a result of the audit it is revealed that Licensee under reported royalties by ten (10%) percent or more Licensee shall pay such amount to Publisher and shall reimburse Publisher the reasonable costs of the audit save and except any travel and lodging expenses.

Zomba Music Publishing
1540 Broadway
New York, NY 10036
Attn: Vice President, Legal & Business Affairs

(c) Notices to Licensee shall be forwarded to :

Selverne, Mandelbaum & Mintz, LLP
1775 Broadway, Suite 2300
New York, NY 10019
attn: Whitney Broussard, Esq.

with a copy to:

D'Onofrio & Associates
5335 Wisconsin Ave. NW, Suite 440
Washington, DC 20015
Attn: Steve D'Onofrio, Esq.

10. Indemnities; Cure of Breaches; Waiver:

(a) Each of Publisher and Licensee shall indemnify and hold harmless the other, its parents, subsidiaries, affiliates and their respective officers, agents and employees from and against any and all claims, liabilities, causes of action, judgments, costs, losses and expenses (including court costs and reasonable attorneys' fees) arising out of any claim, demand or action of any third party which is inconsistent with the parties' respective representations, warranties or obligations hereunder. In addition, the parties' respective indemnification obligations hereunder shall extend to the "deductible" under any applicable insurance policy without regard to judgment or settlement. Publisher's indemnification obligations shall be limited to the aggregate amount received by Publisher hereunder.

(b) Each party shall give the other party prompt notice of any third-party claim which such party may receive in respect of any use of Composition hereunder.

(c) Each party is entitled to be timely notified of any action against the other brought with respect to the use of any Composition hereunder, and to participate in the defense thereof.

11. Miscellaneous:

(a) All notices required or permitted hereunder shall be sent by certified (return receipt requested) or registered mail, Federal Express or Airborne Express to the parties at their respective addresses set forth above (or to such other addresses as either party may specify from time to time by notice in like manner).

(b) This Agreement shall be governed by and construed in accordance with the laws of the State of New York whose courts shall have exclusive jurisdiction over any dispute arising herefrom.

(c) For the avoidance of doubt, no rights are granted in any master recordings of the Composition(s), and no rights are granted other than those expressly referred to herein including, without limitation, the reproduction of the Compositions upon devices embodying sound synchronized with visual images.

(d) Licensee shall not issue any press releases or other forms of publicity materials which make reference to Publisher or this agreement without the prior written consent of Publisher.

(e) Publisher will have no obligation to renew or extend the License after the end of the Term, and may decline to do so in its unrestricted discretion.

(f) This License Agreement contains the entire agreement between the parties with respect to the subject matter, superseding any and all prior written and/or oral agreements, and may not be modified or amended except by a further written agreement signed by officers of both parties.

(g) All rights not expressly granted to Licensee hereunder are reserved to Publisher.

(h) This License Agreement is personal to Licensee and may not be sold, assigned, transferred (including via merger or acquisition) or encumbered in any way, in whole or in part, except with the prior written consent of Publisher (not to be unreasonably withheld).

(i) In addition to DJs which solely utilize Digital Recordings Licensee has also developed a "hybrid" DJ which utilizes both compact discs or other disc recordings (the "Discs") and Digital Recordings. Publisher acknowledges and agrees that (i) this Agreement does not convey any rights with respect to the inclusion of Discs in hybrid DJs; (ii) no royalties or other fees shall payable hereunder in connection with the public performance of Compositions via the Discs; and (iii) termination or expiration of this Agreement shall not affect the rights of Licensee or any Establishment to publicly perform the Discs, it being understood and agreed that such Discs will be governed by existing legal and industry standards for "traditional" jukeboxes regarding the payment of mechanical and performance royalties in connection therewith.

12. Experimental License:

This Agreement is being entered into no an experimental basis, and shall not be construed as setting a precedent with respect to any future agreements between Publisher and Licensee.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Agreed and Accepted:

AMI Entertainment, Inc.

By: _____

Zomba Songs Inc., Zomba Melodies Inc. &
Zomba Enterprises Inc.

By: _____