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 IV

Filed on April 10, 2007

EXHIBIT CO 0101

#6786
EXECUTED COPY

The Famous Music Publishing Companies
RINGTONE LICENSING AGREEMENT

This agreement ("Agreement") is entered into as of March 31, 2006 ("Effective Date") by and between Redacted ("Licensee") and Famous Music LLC, on behalf of itself and its administered publishers, 10635 Santa Monica Blvd, Suite #300, Los Angeles, CA 90025 ("Licensor").

WHEREAS, Licensee owns and operates a service pursuant to which excerpts of musical compositions ("Musical Works") in the form of Ringtones (as below defined) are digitally reproduced on a central computer server or servers, which Ringtones are subsequently transmitted from such servers and downloaded to Covered Devices (as below defined) ("Service"); and

WHEREAS, in order to operate the Service, Licensee seeks licenses to make Server Fixations (as below defined) and reproduce and distribute Ringtones of Musical Works that are owned and/or controlled wholly or partially by Licensor;

NOW, THEREFORE, in consideration of the promises contained in this Agreement and for other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Licensing

1.1 Pursuant to the terms of this Agreement, and as more particularly described herein, upon receipt and approval of appropriate license requests ("License Requests") from Licensee, Licensor shall issue non-exclusive licenses ("Licenses") to reproduce and distribute Ringtones of Musical Works wholly or partially owned and/or controlled by Licensor (the "Compositions") for use in Licensee's Service in accordance with the terms of this Agreement. The license authority contemplated hereunder and granted pursuant to any License issued hereunder shall include and is limited to: (a) the digital reproduction of Ringtones of Compositions on a central computer server or servers directly owned and/or directly controlled by Licensee ("Servers"), solely for use in connection with the Service ("Server Fixations"); (b) the digital transmission of Ringtones of Compositions from such Servers for streaming or storage on Covered Devices, solely for use in connection with the Service; (c) the reproduction of Ringtones of Compositions on Covered Devices, solely for use in connection with the Service in the territory of the United States and Canada only ("Ringtone Deliveries"); and (d) the offering of Promotional Ringtones (as below defined) of Compositions, solely for use in connection with the Service.

For purposes of this Agreement:

Redacted

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A "Ringtone" is an excerpt, not to exceed forty five (:45) seconds, of a Composition that is embodied in either (i) a digital file containing codes representing and capable of being rendered into audio and played back as musical notes constituting the work's melody in either monophonic or polyphonic form ("Phonic Ringtone"), or (ii) a digital file representing an excerpt of no more than forty five (:45) seconds of a sound recording of the Composition ("Pre-Recorded Ringtone"). In both cases, such excerpt is generally intended to be digitally transmitted to and stored in an end user's Covered Device and played by such intended destination Covered Device whenever the Covered Device activates its ringing or alert function indicating the arrival of a call, message or other notification (but no advertisements) received by the Covered Device, and is designed to be played by such Covered Device without any other distribution or transmission. Notwithstanding the foregoing, if the Composition excerpt is intended to be streamed and heard by a caller after such caller dials the end user's Covered Device, indicating to the caller that the end user's Covered Device is receiving their call, such audio-only excerpt may be referred to hereunder as a "Ringback." Unless otherwise specifically provided for herein, all terms and conditions hereunder which apply to Ringtones shall also apply to Ringbacks.

A "Covered Device" shall mean a mobile telephone, pager or other portable communications device with a telephonic or messaging function that operates on a legal wireless communications network.

A "Promotional Ringtone" shall mean a digital transmission of a Ringtone in streamed form made available to a prospective purchaser free of charge and solely for the purpose of promoting the sale of the Ringtone, and that does not result in a reproduction of any part or all of the Ringtone that is accessible except by such prospective purchaser for an intended one-time promotional playback through the operation of a Covered Device or other device.

"Audiovisual" shall mean synchronized with a visual image (including graphics and/or any other type of imagery) when activated (as described above) on a Covered Device. Notwithstanding the foregoing, if a Covered Device lights up or vibrates in order to notify the consumer of an incoming call, such activity shall not constitute synchronization.

Any arrangements which Licensee shall cause to be made of the Compositions shall be made at Licensee's own expense and shall be created only as the result of employment-for-hire, and such arrangements shall be considered "works made for hire" as such term is used in the United States Copyright Law, and all copyrights therein and all renewals, extensions and reversions thereof throughout the world shall be owned by Licensor, subject to Licensee's use under this agreement. Arrangers shall not be entitled to authorship credit or status as a collaborator or any remuneration by way of royalty or otherwise from the authors of such Composition or from Licensor or any other designated agents of Licensor or from any society representing

composer/publisher interests. This license does not authorize the creation of any recordings which deliberately imitate the featured and commercially exploited vocal performance by an artist of a Composition.

Licensee shall have the right to use up to thirty seconds (:30) of each Composition in a "streamed" digital audio transmission from Licensee's website for the sole purpose of providing consumers with Ringtone samples.

Nothing in this License shall be interpreted or construed in any manner to suggest that Licensee is being granted a license to use sound recordings embodying Compositions. All sound recordings must be cleared prior to any uses of such Compositions (if the sound recordings are owned and/or controlled by third parties).

1.2 **Licensor must approve (in writing) the use of each Composition prior to its use by Licensee.** Licensee shall submit License Requests to Licensor from time to time. All Compositions approved by Licensor shall be subject to the terms and conditions of this Agreement. Licensee shall remove a Composition from all of Licensee's servers (and from any other location which allows access to such Composition) within five (5) business days from Licensee's receipt of Licensor's written notice requesting such removal, if such request is due to any type of legal issue relating to the Composition, or a request from the composer (or representative of a composer), owner and/or co-publisher of a Composition.

1.3 Following execution of this Agreement, Licensee may begin submitting License Requests to Licensor (to the attention of Mary Beth Roberts, VP Catalog Development, The Famous Music Publishing Companies, 1633 Broadway, 11th Floor, NY NY 10019, or via email to mary_beth_roberts@paramount.com). Without limitation, Licensee shall include in each License Request (a) the title of the Composition for which a License is being requested; (b) the writer(s) of the Composition; (c) the publisher(s) of the Composition; and (d) whether the Ringtone is a Phonic Ringtone and/or a Pre-Recorded Ringtone, (e) the name of the record company that produced the sound recording embodied in a Pre-Recorded Ringtone; (f) the name of the artist; (g) the ISRC number for such sound recording; (h) the total playing time of the Ringtone; (i) the title of an album for which such sound recording has been previously licensed; and (j) such other information as may be required by Licensor.

1.4 Upon Licensor's request, Licensee shall provide Licensor with an electronic file specifying the Compositions approved under this Agreement, complete with Licensor's administrative percentages.

1.5 For the avoidance of doubt, and without limitation, the Licenses granted hereunder do not extend to or cover: (a) any right of public performance (Licensee must obtain the necessary performing rights licenses either from

Licensor's duly authorized performing rights societies or Licensor); (b) any copyrights or other rights in sound recordings and/or visual images; (c) any print, display or karaoke rights; (d) any adaptation (derivative work) rights; (e) any merchandising rights; (f) any use of a Composition (whether or not embodied in a sound recording) for a marketing campaign, product tie-in, game or contest or otherwise to advertise, promote or cross-promote any product or service; (g) any use of the title of a Composition, or the name or likeness of any writer, publisher or artist associated with a Composition, except for identification purposes as described in Section 4; (h) use of the lyrics of the Compositions in conjunction with Phonic Ringtones; or (i) any other use of a Composition not specifically and expressly provided for herein. No Composition shall be used in any manner which could be considered in bad taste or in a reasonably offensive manner. Licensee shall not use the Compositions in any manner which brings Licensor, any of the composers of the Compositions, or any co-publisher into public disrepute or which reflects adversely on the Compositions except as expressly provided for herein. Compositions shall not be isolated or positioned in any way which can be construed as advertising or promoting any product or service (including Licensee). **The license authority under any License issued hereunder is limited to and granted solely with respect to Licensor's administrative share of the Compositions (ie, if Licensor does not administer 100% of a Composition, Licensee must seek and obtain a license from all other third parties who have an interest in such Composition prior to any use of such Composition by Licensee).**

1.6 The license authority contemplated by this Agreement and granted pursuant to any License issued hereunder is limited to Licensee and may not be sublicensed, assigned or otherwise transferred by Licensee except to so-called ringtone carriers (as they are known in the industry). This license may not be sublicensed to any so-called ringtone aggregators (as they are known in the industry) who do not already have a license with Licensor.

1.7 It is a condition of the grant of this License that no Composition is positioned or used in conjunction with any visuals and/or property from any motion picture, television series or other production in which such Composition was used as a cue and/or soundtrack composition (or with any images substantially similar to such production or which uses or portrays any of the principal characters or key locations of that production) without further negotiation and license from the owner(s) (or licensor(s)) of the applicable production or property.

2. Reporting and Payment of Royalties

2.1 Licensee shall pay to Licensor an advance of Redacted Redacted. Such advance is due no later than April 21, 2006.

Licensee shall account and pay royalties to Licensor no less than quarterly, within forty-five (45) days after the end of each calendar quarter, on the basis of each Ringtone delivery in the form of an audio-only Phonic Ringtone ("audio-only Phonic Ringtone Delivery"), Audiovisual Phonic Ringtone ("Audiovisual Phonic Ringtone), audio-only Pre-Recorded Ringtone ("audio-only Pre-Recorded Ringtone Delivery"), Audiovisual Pre-Recorded Ringtone ("Audiovisual Pre-Recorded Ringtone Delivery") and/or Ringback ("Ringback Delivery"). Licensee shall provide Licensor with detailed quarterly statements ("Statements") in electronic or written form in accordance with the format specified by Licensor ("Reporting Format"), whether or not any monies are due to Licensor. With respect to each quarterly reporting period, for each License, Licensee shall specifiy in its Statement (i) the total number of Phonic Ringtone Deliveries and/or total number of Pre-Recorded Ringtone Deliveries (with Ringbacks reported separately from other Ringtones) for each Composition; (ii) the particular retail outlet through which each Ringtone Delivery was made; (iii) the total royalty amount being paid for the Phonic Ringtone Deliveries and/or Pre-Recorded Ringtone Deliveries; and (iv) such other information as may be required by Licensor from time to time. Without limiting Licensor's rights and remedies hereunder, at law or in equity, (i) past-due payments are subject to and to be accompanied by payment of interest thereon at the prime rate found in the Wall Street Journal on the due date plus two percent (2%), compounded daily, from the date(s) upon which each such payment(s) first became due until the date(s) upon which each such payment(s) is remitted to Licensor.

Statements/Accountings/Payments shall be sent to:

<u>Royalties from the United States</u>:

Famous Music LLC

10635 Santa Monica Blvd., Suite #300

Los Angeles, CA 90025

Attn: VP, Finance

Fed ID # 20-3867442

<u>Royalties from Canada</u>:

BMG Music Publishing Canada

105 Bond Street

Toronto, ON M5B 1Y3 Canada

2.2 INTENTIONALLY DELETED.

2.3 ROYALTIES:

(a) For each audio-only Phonic Ringtone Delivery of a Composition, the royalty shall be the greater of (i) ; (ii)

Redacted

(b) For each audio-only Pre-Recorded Ringtone Delivery of a Composition, the royalty shall be the greater of (i)

Redacted

(c) For each Audiovisual Ringtone Delivery of a Composition, the royalty shall be the greater of (i)

Redacted

These per-Composition royalty amounts shall be proportionately reduced to the extent that Licensor own(s) or control(s) less than 100% of a Composition.

Notwithstanding anything to the contrary found in this paragraph 2.4, if Licensor enters into any agreement(s) with a third party(ies) allowing such third party(ies) to collect music publishing Pre-Recorded Ringtone royalties on Licensor's behalf, then Licensee shall be bound by the rates found in Licensor's agreements with such third party(ies).

2.5 If pursuant to any future law, other governmental regulation or judicial decision Ringtone Deliveries are determined to be digital downloads subject to statutory digital download rates and such statutory digital download rates are higher or lower than the royalty rates found herein, the statutory digital download rates will apply to this License on the effective statutory rate date, if such effective date falls during the Term.

2.6 In the event that a third party music publisher agrees with Licensee to any terms (including terms with respect to compensation or consideration) more favorable than those applicable hereunder, then effective as of the date of such third party agreement, this license shall be deemed amended to include such more favorable terms. Upon request, Licensee shall provide Licensor with either copies of the third party agreements or the relevant royalty provisions thereof.

3. Term

3.1 The term of this Agreement shall commence as of the Effective Date and terminate three (3) years from the Effective Date (the "Term").

3.2 Upon expiration of the Term, if Licensee wishes to renew this Agreement for an additional one (1) year term, it shall notify Licensor of such desire not later than a date three (3) months prior to the end of the Term. Such notification shall include proposed terms for any such renewal. Any renewal shall be subject to the approval of Licensor, and Licensor reserves the right to propose changes to administrative and other aspects of the Agreement as it deems appropriate. Such proposed changes must be memorialized in writing and executed by both parties prior to such additional one (1) year term taking effect.

3.3 Notwithstanding any of the foregoing, Licensor shall have the right for any reason whatsoever to automatically terminate this License no earlier than two (2) years from the Effective Date, but only upon thirty (30) days written notice to Licensee.

4. **Writer/Publisher Credit**

Licensor's writer(s) and publisher(s) of each Composition offered by Licensee as a Ringtone shall be displayed on Licensee's website.

5. **Security**

5.1 In connection with the use of any Composition, Licensee shall implement and maintain copy protection and digital rights management technology and systems, including software and/or hardware functional limitations (collectively, "Security Systems") with respect to all aspects of the Service, including without limitation its Servers and operating systems, that (a) are designed to prevent unauthorized reproduction and distribution of the Composition, in the form of Ringtones or otherwise; (b) are sufficient to track and enforce the use limitations contemplated by this Agreement; and (c) meet or exceed current industry standards as they exist from time to time for the licensed delivery of music via digital transmission and its reproduction on devices including, without limitation, Covered Devices.

5.2 In the event it becomes aware of a breach of Licensee's Security Systems ("Security Breach"), whether through its own monitoring efforts, upon being advised by another party (including Licensor) or otherwise, Licensee shall use commercially reasonable efforts to resolve the Security Breach and restore the full integrity of its Security Systems as quickly as possible. If a solution to the Security Breach is not immediately available (i.e., cannot be implemented within twenty-four (24) hours from the time Licensee becomes aware of the Security Breach), Licensee shall (a) promptly notify Licensor of the Security Breach in writing (unless Licensee learned of the breach from Licensor); and (b) cease all further digital transmission and/or reproduction of Compositions to the extent such activities are or could possibly be affected by the Security

Breach, pending full resolution of the Security Breach. In such a case, Licensee (x) shall keep Licensor reasonably apprised of the status of its efforts to resolve the Security Breach; and (y) shall not resume the activities that were suspended pursuant to this Subsection 5.2 until the full integrity of its Security Systems has been restored.

5.3 To the extent Licensee employs third-party technology in order to operate, Licensee shall use commercially reasonable efforts to maintain and upgrade such technology by (a) diligently monitoring any third-party notifications of bug-fixes, security holes and functionality improvements; and (b) obtaining any available upgrades and bug-fixes, and installing, testing and distributing such upgrades and bug-fixes as necessary so as to maintain the integrity of its Security Systems.

5.4 Licensee shall use commercially reasonable efforts to prevent any unauthorized digital transmissions and reproductions of Compositions by operators and users of the Service and/or in any facility, on any device (including Covered Devices), or by any person under the supervision and/or control of Licensee.

6. Royalty and Security Compliance

6.1 Notwithstanding, without limiting and in addition to the general right of Licensor pursuant to industry custom and practice to examine the books and records of Licensee in connection with Licensee's use of the Compositions, Licensor shall be entitled, upon thirty (30) days' notice to Licensee, to conduct an examination of the books, records, operations and Security Systems of Licensee ("Royalty and Security Examination") to determine whether Licensee is in compliance with its reporting, royalty and security obligations under this Agreement. Absent a good-faith basis to believe that Licensee is not in compliance with such obligations, Licensor shall not seek to initiate a Royalty and Security Examination more than once every twelve (12) months or more than four (4) years following the termination of this Agreement. Licensor shall have the right to compel Licensee to audit sublicensees.

6.2 During the course of a Royalty and Security Examination, upon request by Licensor or an examiner acting on its behalf, Licensee shall, within three (3) business days (a) provide access to any information that may be called for by such request, including without limitation any (i) books, records, files, logs, reports, compilations, usage data and other documentation, whether in paper or electronic form, that were or could be used or required to generate or verify Licensee's Statements and/or that reflect or summarize Licensees' Statements and/or that verify that all provisions of this license are being complied with by Licensee; (ii) financial information, including books, records, ledgers, reports,

and other documentation, reflecting cash receipts and general revenue accounts to the extent such information relates directly or indirectly to the activities licensed under this Agreement; and (iii) files, logs, reports, compilations, testing and monitoring data and other documentation related to and/or reflecting the operation and integrity of Licensee's Security Systems (such information, along with the information described in the items (a)(i) and (a)(ii) of this Subsection 6.2, collectively referred to as "Documentation"); and (b) through the assistance of personnel who are familiar with the technical and operational aspects of Licensee's computer, hardware, software, Security Systems (collectively, "Operational Systems") who are to be made available by Licensee, provide real-time and/or historical access to such Operational Systems, as requested, sufficient to permit Licensor or its examiner(s) to conduct meaningful tests and analysis to verify that (i) the Operational Systems are properly and accurately tracking and reporting the use of the Compositions, and royalties payable therefor, as contemplated by the terms of this Agreement; and (ii) the Operational Systems are in compliance with the security requirements set forth in Section 5 of this Agreement. Licensee shall provide the information, systems access and personnel required by this Subsection 6.2 free of charge and, unless otherwise agreed by Licensor or its examiner(s), at Licensee's place of business.

6.3 During the course of and/or following completion of the Royalty and Security Examination, upon request by Licensor or an examiner acting on its behalf, Licensee shall make available company personnel at an appropriate level of seniority and/or technical ability to discuss and/or resolve particular issues and findings arising out of such examination.

6.4 Licensee shall maintain any and all Documentation that reasonably might be expected to be relevant to Licensor's conduct of a Royalty and Security Examination for a period of at least four (4) years following the expiration or termination of this Agreement, unless there is a Royalty and Security Examination in progress or not fully resolved as of the expiration of such period, in which case the Documentation shall be maintained until the Royalty and Security Examination is fully resolved to the satisfaction of Licensor.

6.5 If a royalty examination reveals a nonpayment or underpayment of royalties due to Licensor, the amounts determined to be owing shall be subject to interest payable at the rate of prime plus two percent (2%) compounded daily calculated from the date the royalties were due to be paid under the applicable reporting period to the date of ultimate payment to Licensor.

7. Termination/Default

7.1 All license authority pursuant to Licenses issued hereunder shall terminate upon the expiration or termination of this Agreement (unless such Licenses are renewed pursuant to a renewal of this Agreement as contemplated under

Section 3, in which case the terms of renewal shall apply as appropriate), and any further transmission and/or reproduction of any Composition after the expiration of this Agreement shall be prohibited and actionable as an act of infringement under, and fully subject to the remedies provided by, the Copyright Act. Notwithstanding the foregoing, provided that the Agreement has not been terminated due to Licensee's breach or default, any Server Fixations existing on Servers and/or Ringtone Deliveries existing on Covered Devices as of the expiration of the Agreement may remain on such Servers and Covered Devices; provided, however, that such existing Server Fixations (in addition to the Ringtone Deliveries) may not be further reproduced or distributed after the expiration of the Agreement.

7.2 Notwithstanding, without limiting and in addition to any other remedy that may be available at law or in equity and/or under this Agreement, Licensee understands and agrees that: (a) in the event Licensee fails to account to Licensor and pay royalties provided for in Section 2, Licensor may provide written notice to Licensee in the same manner as provided in Section 115(c)(6) of the Copyright Act that, unless the default is fully remedied within thirty (30) days from the date of the notice, this Agreement and any Licenses issued hereunder will be automatically terminated, and that such termination will render the transmission and/or reproduction or both, of any Composition for which royalties have not been fully paid actionable as an act of infringement under Section 501 of the Copyright Act, and fully subject to the remedies provided by Sections 502 through 506 and 509 the Copyright Act; (b) in the event Licensee is in material breach or default of any of its obligations under this Agreement, Licensor may provide written notice to Licensee in the same manner as provided by Section 115(c)(6) of the Copyright Act that, unless the default is fully remedied within thirty (30) days from the date of the notice, this Agreement and any Licenses issued hereunder will be automatically terminated, and that such termination will render the further transmission and/or reproduction, or both, of any Composition actionable as an act of infringement under Section 501 of the Copyright Act, and fully subject to the remedies provided by Sections 502 through 506 and 509 of the Copyright Act. Licensee further understands and agrees that in the case of infringement, irreparable harm may be presumed, and Licensor shall be entitled to an appropriate remedy (including but not limited to injunctive relief), in addition to any other remedy that may be available at law or in equity and/or under this Agreement. For the avoidance of doubt, and without limitation, Licensee's breach of any of the obligations imposed by Sections 2, 5 and 6 of this Agreement shall be considered a material breach of, and default under, this Agreement.

7.3 Except to the extent expressly excused by applicable law, the occurrence of any of the following events shall also be considered a material breach of and default under this Agreement: (a) either party's dissolution and/or the liquidation of all assets; (b) the filing of a petition in bankruptcy or insolvency or for an arrangement or reorganization by, for or against either party; (c) the

appointment of a receiver or trustee for all or a portion of either party's assets; (d) either party's assignment of assets for the benefit of creditors; (e) either party's insolvency; (f) Licensee's lack of a legally valid license, at any time during the Term, for any Musical Works wholly or partially owned or administered by Licensor that are being exploited by Licensee in any manner. Upon the occurrence of any of the events described in items (a) through (f) of this Subsection 7.3, notwithstanding, without limiting and in addition to any other remedy that may be available at law or in equity and/or under this Agreement, this Agreement and all license authority pursuant to any Licenses granted hereunder shall terminate automatically without the requirement of any further action.

7.4 Notwithstanding, without limiting and in addition to any other remedy that may be available at law or in equity and/or under this Agreement, including without limitation the remedies set forth in Subsection 7.2, the breach of any of the provisions set forth in Section 5 shall entitle Licensor to specific performance of such provision and/or to terminate, effective immediately upon the giving of notice, the license authority pursuant to any License granted hereunder.

7.5 Notwithstanding the expiration or termination of this Agreement, Sections 2, 4, 5 and 6 and Subsections 7.1, 7.4, 7.6, 8.2, 8.3, 8.4, 8.5, 8.6 and 8.8 shall to the extent applicable survive and continue to bind the parties and their legal representatives and successors.

7.6 With respect to Ringtones and any other uses for Covered Devices of any portion of any musical composition owned or controlled by Licensor, Licensee acknowledges and agrees that, as to such portions of such musical compositions, no such uses shall be subject to the provisions of Section 115(c)(3) of the Copyright Law of the United States unless or until so provided by any law, other governmental regulation or judicial decision.

8. **Miscellaneous**

8.1 Notices. All notices hereunder shall be in writing and shall be deemed effective (a) if provided by hand delivery, upon delivery; (b) if provided by overnight courier, one (1) business day following the date sent; and (c) if provided by registered or certified mail, return receipt requested, five (5) business days following the date mailed. Notices shall be sent to the following addresses:

If to Licensor:

To the address set forth above. Attn: Sr. VP, Legal & Business Affairs. Fax: 310/441-9094.

If to Licensee:

Redacted

To the address set forth above. Attn: Legal.
Fax: Redacted.

8.2 Publicity. Neither party shall issue any press release or other publicity document concerning this Agreement without the prior written consent of the other party.

8.3 Intentionally Deleted.

8.4 Entire Agreement; Amendment. This Agreement represents the entire understanding of the parties with respect to the subject matter hereof, supersedes all prior and contemporaneous agreements and understandings of the parties with respect to the subject matter hereof, and may not be altered or amended except in a written instrument executed by both parties.

8.5 Governing Law; Jurisdiction. This Agreement shall be governed by, and construed in accordance with, federal law and/or the laws of the State of New York (without giving effect to conflicts of law principles thereof), as may be applicable. With respect to any action or proceeding arising out of this Agreement, the parties (a) agree that the sole and exclusive venue for such action or proceeding shall be in a court of appropriate jurisdiction located in New York County, New York; (2) agree to the appropriateness of, and waive any objection concerning, the propriety and/or convenience of, proceeding in such venue; and (3) consent to the personal jurisdiction of such court.

8.6 Severability; Waiver. If a court should determine that any part of this Agreement is invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect. Performance of any obligation required of a party hereunder may be waived only by a written waiver signed by a duly authorized officer of the other party, which waiver shall be effective only with respect to the specific obligation described therein.

8.7 Headings. The titles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

8.8 Assistance of Counsel. Each party hereto acknowledges that it has been represented by its own independent counsel, who has reviewed this Agreement and discussed the terms herein with his or her respective client prior to execution.

8.9 Counterparts. This Agreement may be executed in multiple counterparts and delivery of an executed counterpart may be made by facsimile, each such counterpart to be considered and accepted as an original, and all such counterparts together to constitute a single Agreement.

8.10 No Partnership. Nothing herein shall create, expressly or implied, a partnership, joint venture or other association between the parties.

8.11 Confidentiality. Licensee and Licensor agree that all information contained in this license and/or acquired in the course of business shall be kept confidential. Such information shall not be disclosed at any time except to the extent required by a court or other tribunal having jurisdiction or pursuant to rules and regulations of a governmental body. Notwithstanding the foregoing, the parties acknowledge that in certain situations, such as where a license contains a favored nations provision, the information contained in the license may have to be divulged.

8.12 It is a condition of the grant of this license that no Composition is used in conjunction with any visuals of any motion picture, television series or other production in which the Composition was used as a cue and/or soundtrack composition without the written approval from the owner or licensor of the applicable production or property, nor shall any Composition be used with any images substantially similar to such production or which uses or portrays any of the principal characters or key locations of that production without the written approval from such owner or licensor of the applicable production. In the event that Licensee uses or authorizes such use of the production without the written license of the owner or licensor of the production, then Licensor will be permitted to terminate this license upon giving notice to Licensee without repayment or any monies paid under this license or other liability to Licensee. Licensee must provide Licensor with proof of any such written approval promptly upon request.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date:

Redacted

FAMOUS MUSIC LLC

By: _____
Print name:
Title: KENT J. KLAVENS
SENIOR VICE PRESIDENT
LEGAL AND BUSINESS AFFAIRS

Schedule A

Title	Writers	Famous %
ONE WISH	Jerkins III, Jerkins, Daniels, Norwood	20%
WHAT I NEED	Jerkins III, Jerkins, Daniels	25%
KEEP SWEATIN'	Jerkins III, Jerkins, Daniels, Cartagena	20%

Redacted

EXHIBIT CO 0102

EXECUTED COPY
License # 6688

The Famous Music Publishing Companies
RINGTONE LICENSING AGREEMENT

This agreement ("Agreement") is entered into as of February 1, 2006 ("Effective Date") by and between REDACTED ("Licensee") and Famous Music LLC, on behalf of itself and its administered publishers, 10635 Santa Monica Blvd, Suite #300, Los Angeles, CA 90025 ("Licensor").

WHEREAS, Licensee owns and operates a service pursuant to which excerpts of musical compositions ("Musical Works") in the form of Ringtones (as below defined) are digitally reproduced on a central computer server or servers, which Ringtones are subsequently transmitted from such servers and downloaded to Covered Devices (as below defined) ("Service"); and

WHEREAS, in order to operate the Service, Licensee seeks licenses to make Server Fixations (as below defined) and reproduce and distribute Ringtones of Musical Works that are owned and/or controlled wholly or partially by Licensor;

NOW, THEREFORE, in consideration of the promises contained in this Agreement and for other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Licensing

1.1 Pursuant to the terms of this Agreement, and as more particularly described herein, upon receipt and approval of appropriate license requests ("License Requests") from Licensee, Licensor shall issue non-exclusive licenses ("Licenses") to reproduce and distribute Ringtones of Musical Works wholly or partially owned and/or controlled by Licensor (the "Compositions") for use on Licensee's Service in accordance with the terms of this Agreement. The license authority contemplated hereunder and granted pursuant to any License issued hereunder shall include and is limited to: (a) the digital reproduction of Ringtones of Compositions on a central computer server or servers directly owned and/or directly controlled by Licensee ("Servers"), solely for use in connection with the Service ("Server Fixations"); (b) the digital transmission of Ringtones of Compositions from such Servers for streaming or storage on Covered Devices, solely for use in connection with the Service in the territory of the United States only; (c) the reproduction of Ringtones of Compositions on Covered Devices, solely for use in connection with the Service in the United States only ("Ringtone Deliveries"); and (d) the offering of Promotional Ringtones (as below defined) of Compositions, solely for use in connection with the Service.

For purposes of this Agreement:

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A "Ringtone" is an excerpt, not to exceed forty five (:45) seconds, of a Composition that is embodied in either (i) a digital file containing codes representing and capable of being rendered into audio and played back as musical notes constituting the work's melody in either monophonic or polyphonic form ("Phonic Ringtone"), or (ii) a digital file representing an excerpt of no more than forty five (:45) seconds of a sound recording of the Composition ("Pre-Recorded Ringtone"). In both cases, such excerpt is generally intended to be digitally transmitted to and stored in an end user's Covered Device and played by such intended destination Covered Device whenever the Covered Device activates its ringing or alert function indicating the arrival of a call, message or other notification (but no advertisements) received by the Covered Device, and is designed to be played by such Covered Device without any other distribution or transmission. Notwithstanding the foregoing, if the Composition excerpt is intended to be streamed and heard by a caller after such caller dials the end user's Covered Device, indicating to the caller that the end user's Covered Device is receiving their call, such audio-only excerpt may be referred to hereunder as a "Ringback." Unless otherwise specifically provided for herein, all terms and conditions hereunder which apply to Ringtones shall also apply to Ringbacks.

A "Covered Device" shall mean a mobile telephone, pager or other portable communications device with a telephonic or messaging function that operates on a wireless communications network regulated by the U.S. Federal Communications Commission pursuant to its rules governing commercial mobile radio services.

A "Promotional Ringtone" shall mean a digital transmission of a Ringtone in streamed form made available to a prospective purchaser free of charge and solely for the purpose of promoting the sale of the Ringtone, and that does not result in a reproduction of any part or all of the Ringtone that is accessible except by such prospective purchaser for an intended one-time promotional playback through the operation of a Covered Device or other device.

"Audiovisual" shall mean synchronized with a visual image (including graphics and/or any other type of imagery) when activated (as described above) on a Covered Device. Notwithstanding the foregoing, if a Covered Device lights up or vibrates in order to notify the consumer of an incoming call, such activity shall not constitute synchronization.

Any arrangements which Licensee shall cause to be made of the Compositions shall be made at Licensee's own expense and shall be created only as the result of employment-for-hire, and such arrangements shall be considered "works made for hire" as such term is used in the United States Copyright Law, and all copyrights therein and all renewals, extensions and reversions thereof throughout the world shall be owned by Licensor, subject to Licensee's use under this agreement. Arrangers shall not be entitled to authorship credit or status as a collaborator or any remuneration by way of

royalty or otherwise from the authors of such Composition or from Licensor or any other designated agents of Licensor or from any society representing composer/publisher interests. This license does not authorize the creation of any recordings which deliberately imitate the featured and commercially exploited vocal performance by an artist of a Composition.

Licensee shall have the right to use up to thirty seconds (:30) of each Composition in a "streamed" digital audio transmission from Licensee's website for the sole purpose of providing consumers with Ringtone samples.

Nothing in this License shall be interpreted or construed in any manner to suggest that Licensee is being granted a license to use sound recordings embodying Compositions. All sound recordings must be cleared prior to any uses of such Compositions (if the sound recordings are owned and/or controlled by third parties).

1.2 Licensor must approve (in writing) the use of all Compositions prior to their use by Licensee. Licensee shall submit License Requests to Licensor from time to time. All Compositions approved by Licensor shall be subject to the terms and conditions of this Agreement. Licensee shall remove a Composition from all of Licensee's servers (and from any other location which allows access to such Composition) within seventy two (72) hours from Licensee's receipt of Licensor's written notice requesting such removal, if such request is due to any type of legal issue relating to the Composition, or a request from the composer (or representative of a composer), owner and/or co-publisher of a Composition.

1.3 Following execution of this Agreement, Licensee may begin submitting License Requests to Licensor (to the attention of Mary Beth Roberts, VP Catalog Development, The Famous Music Publishing Companies, 1633 Broadway, 11th Floor, NY NY 10019, or via email to mary_beth_roberts@paramount.com), which License Requests shall be duly processed by Licensor. Without limitation, Licensee shall include in each License Request (a) the title of the Composition for which a License is being requested; (b) the writer(s) of the Composition; (c) the publisher(s) of the Composition; and (d) whether the Ringtone is a Phonic Ringtone and/or a Pre-Recorded Ringtone, (e) the name of the record company that produced the sound recording embodied in a Pre-Recorded Ringtone; (f) the name of the artist; (g) the ISRC number for such sound recording; (h) the total playing time of the Ringtone; (i) the title of an album for which such sound recording has been previously licensed; and (j) such other information as may be required by Licensor.

1.4 Upon Licensor's request, Licensee shall provide Licensor with an electronic file specifying the Compositions approved under this Agreement, complete with Licensor's administrative percentages.

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1.5 For the avoidance of doubt, and without limitation, the Licenses granted hereunder do not extend to or cover: (a) any right of public performance (Licensee must obtain the necessary performing rights licenses either from Licensor's duly authorized performing rights societies or Licensor); (b) any copyrights or other rights in sound recordings and/or visual images; (c) any print, display or karaoke rights; (d) any adaptation (derivative work) rights; (e) any merchandising rights; (f) any use of a Composition (whether or not embodied in a sound recording) for a marketing campaign, product tie-in, game or contest or otherwise to advertise, promote or cross-promote any product or service; (g) any use of the title of a Composition, or the name or likeness of any writer, publisher or artist associated with a Composition, except for consumer identification purposes and for the purposes described in Section 4; (h) use of the lyrics of the Compositions in conjunction with Phonic Ringtones; or (i) any other use of a Composition not specifically and expressly provided for herein. No Composition shall be used in any manner which could be considered in bad taste or in a reasonably offensive manner. Licensee shall not use the Compositions in any manner which brings Licensor, any of the composers of the Compositions, or any co-publisher into public disrepute or which reflects adversely on the Compositions except as expressly provided for herein. Compositions shall not be isolated or positioned in any way which can be construed as advertising or promoting any product or service (including Licensee). **The license authority under any License issued hereunder is limited to and granted solely with respect to Licensor's administrative share of the Compositions (ie, if Licensor does not administer 100% of a Composition, Licensee must seek and obtain a license from all other third parties who have an interest in such Composition prior to any use of such Composition by Licensee).**

1.6 The license authority contemplated by this Agreement and granted pursuant to any License issued hereunder is limited to Licensee and may not be sublicensed, assigned or otherwise transferred by Licensee except to the extent expressly permitted hereunder.

1.7 It is a condition of the grant of this License that no Composition is positioned or used in conjunction with any visuals and/or property from any motion picture, television series or other production in which such Composition was used as a cue and/or soundtrack composition (or with any images substantially similar to such production or which uses or portrays any of the principal characters or key locations of that production) without further negotiation and license from the owner(s) (or licensor(s)) of the applicable production or property.

2. Reporting and Payment of Royalties

2.1 Licensee shall pay to Licensor an advance of: REDACTED **advance is due no later than March 21, 2006.**

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Licensee shall account and pay royalties to Licensor quarterly, within sixty (60) days after the end of each calendar quarter, on the basis of each Ringtone delivery in the form of an audio-only Phonic Ringtone ("audio-only Phonic Ringtone Delivery"), Audiovisual Phonic Ringtone ("Audiovisual Phonic Ringtone), audio-only Pre-Recorded Ringtone ("audio-only Pre-Recorded Ringtone Delivery"), Audiovisual Pre-Recorded Ringtone ("Audiovisual Pre-Recorded Ringtone Delivery") and/or Ringback ("Ringback Delivery"). Licensee shall provide Licensor with detailed quarterly statements ("Statements") in electronic or written form in accordance with the format specified by Licensor ("Reporting Format"), whether or not any monies are due to Licensor. With respect to each quarterly reporting period, for each License, Licensee shall specifiy in its Statement (i) the total number of Phonic Ringtone Deliveries and/or total number of Pre-Recorded Ringtone Deliveries (with Ringbacks reported separately from other Ringtones) for each Composition; (ii) the particular retail outlet through which each Ringtone Delivery was made; (iii) the total royalty amount being paid for the Phonic Ringtone Deliveries and/or Pre-Recorded Ringtone Deliveries; and (iv) such other information as may be required by Licensor from time to time. Without limiting Licensor's rights and remedies hereunder, at law or in equity, (i) past-due payments are subject to and to be accompanied by payment of interest thereon at the prime rate found in the Wall Street Journal on the due date plus two percent (2%), compounded daily, from the date(s) upon which each such payment(s) first became due until the date(s) upon which each such payment(s) is remitted to Licensor. Statements/Accountings/Payments shall be made to:

Famous Music LLC

10635 Santa Monica Blvd., Suite #300

Los Angeles, CA 90025

Attn: VP, Finance

Fed ID # 20-3867442

2.2 INTENTIONALLY DELETED.

2.3 ROYALTIES:

(a) For each audio-only Phonic Ringtone Delivery of a Composition, the royalty shall be the greater of REDACTED of the retail Ringtone selling price to consumers;

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(b) For each audio-only Pre-Recorded Ringtone Delivery of a Composition, the royalty shall be the greater of REDACTED of the retail Ringtone selling price to consumers.

(c) For each Audiovisual Ringtone Delivery of a Composition, the royalty shall be the greater of REDACTED of the retail Ringtone selling price to consumers.

These per-Composition royalty amounts shall be proportionately reduced to the extent that Licensor own(s) or control(s) less than 100% of a Composition.

Notwithstanding anything to the contrary found in this paragraph 2.4, if Licensor enters into any agreement(s) with a third party(ies) allowing such third party(ies) to collect music publishing Pre-Recorded Ringtone royalties on Licensor's behalf, then Licensee shall be bound by the rates found in Licensor's agreements with such third party(ies).

2.5 If pursuant to any future law, other governmental regulation or judicial decision Ringtone Deliveries are determined to be digital downloads subject to statutory digital download rates and such statutory digital download rates are higher or lower than the royalty rates found herein, the statutory digital download rates will apply to this License on the effective statutory rate date, if such effective date falls during the Term.

2.6 In the event that a third party music publisher agrees with Licensee to any terms (including terms with respect to compensation or consideration) more favorable than those applicable hereunder, then effective as of the date of such third party agreement, this license shall be deemed amended to include such more favorable terms. Upon request, Licensee shall provide Licensor with either copies of the third party agreements or the relevant royalty provisions thereof.

3. Term

3.1 The term of this Agreement shall commence as of the Effective Date and terminate three (3) years from the Effective Date (the "Term").

3.2 Upon expiration of the Term, if Licensee wishes to renew this Agreement for an additional one (1) year term, it shall notify Licensor of such desire not later than a date three (3) months prior to the end of the Term. Such notification shall include proposed terms for any such renewal. Any renewal shall be subject to the approval of Licensor, and Licensor reserves the right to propose changes to administrative and other aspects of the Agreement as it deems appropriate. Such proposed changes must be memorialized in writing and executed by both parties prior to such additional one (1) year term taking effect.

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3.3 Notwithstanding any of the foregoing, Licensor shall have the right for any reason whatsoever to automatically terminate this License no earlier than two (2) years from the Effective Date, but only upon thirty (30) days written notice to Licensee.

4. **Writer/Publisher Credit**

Licensee shall use best efforts to ensure that Licensor's writer(s) and publisher(s) of each Composition offered by Licensee as a Ringtone are displayed on Licensee's website by no later than July 21, 2006. Failure to comply with this provision shall not be considered a breach of this agreement.

5. **Security**

5.1 In connection with the use of any Composition, Licensee shall implement and maintain copy protection and digital rights management technology and systems, including software and/or hardware functional limitations (collectively, "Security Systems") with respect to all aspects of the Service, including without limitation its Servers and operating systems, that (a) are designed to prevent unauthorized reproduction and distribution of the Composition, in the form of Ringtones or otherwise; (b) are sufficient to track and enforce the use limitations contemplated by this Agreement; and (c) meet or exceed current industry standards as they exist from time to time for the licensed delivery of music via digital transmission and its reproduction on devices including, without limitation, Covered Devices.

5.2 In the event it becomes aware of a breach of Licensee's Security Systems ("Security Breach"), whether through its own monitoring efforts, upon being advised by another party (including Licensor) or otherwise, Licensee shall use commercially reasonable efforts to resolve the Security Breach and restore the full integrity of its Security Systems as quickly as possible. If a solution to the Security Breach is not immediately available (i.e., cannot be implemented within twenty-four (24) hours from the time Licensee becomes aware of the Security Breach), Licensee shall (a) promptly notify Licensor of the Security Breach in writing (unless Licensee learned of the breach from Licensor); and (b) cease all further digital transmission and/or reproduction of Compositions to the extent such activities are or could possibly be affected by the Security Breach, pending full resolution of the Security Breach. In such a case, Licensee (x) shall keep Licensor reasonably apprised of the status of its efforts to resolve the Security Breach; and (y) shall not resume the activities that were suspended pursuant to this Subsection 5.2 until the full integrity of its Security Systems has been restored.

5.3 To the extent Licensee employs third-party technology in order to operate, Licensee shall use commercially reasonable efforts to maintain and upgrade

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such technology by (a) diligently monitoring any third-party notifications of bug-fixes, security holes and functionality improvements; and (b) obtaining any available upgrades and bug-fixes, and installing, testing and distributing such upgrades and bug-fixes as necessary so as to maintain the integrity of its Security Systems.

5.4 Licensee shall use commercially reasonable efforts to prevent any unauthorized digital transmissions and reproductions of Compositions by operators and users of the Service and/or in any facility, on any device (including Covered Devices), or by any person under the supervision and/or control of Licensee.

6. **Royalty and Security Compliance**

6.1 Notwithstanding, without limiting and in addition to the general right of Licensor pursuant to industry custom and practice to examine the books and records of Licensee in connection with Licensee's use of the Compositions, Licensor shall be entitled, upon thirty (30) days' notice to Licensee, to conduct an examination of the books, records, operations and Security Systems of Licensee ("Royalty and Security Examination") to determine whether Licensee is in compliance with its reporting, royalty and security obligations under this Agreement. Absent a good-faith basis to believe that Licensee is not in compliance with such obligations, Licensor shall not seek to initiate a Royalty and Security Examination more than once every twelve (12) months or more than four (4) years following the termination of this Agreement.

6.2 During the course of a Royalty and Security Examination, upon request by Licensor or an examiner acting on its behalf, Licensee shall, within three (3) business days (a) provide access to any information that may be called for by such request, including without limitation any (i) books, records, files, logs, reports, compilations, usage data and other documentation, whether in paper or electronic form, that were or could be used or required to generate or verify Licensee's Statements and/or that reflect or summarize Licensees' Statements and/or that verify that all provisions of this license are being complied with by Licensee; (ii) financial information, including books, records, ledgers, reports, and other documentation, reflecting cash receipts and general revenue accounts to the extent such information relates directly or indirectly to the activities licensed under this Agreement; and (iii) files, logs, reports, compilations, testing and monitoring data and other documentation related to and/or reflecting the operation and integrity of Licensee's Security Systems (such information, along with the information described in the items (a)(i) and (a)(ii) of this Subsection 6.2, collectively referred to as "Documentation"); and (b) through the assistance of personnel who are familiar with the technical and operational aspects of Licensee's computer, hardware, software, Security

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Systems (collectively, "Operational Systems") who are to be made available by Licensee, provide real-time and/or historical access to such Operational Systems, as requested, sufficient to permit Licensor or its examiner(s) to conduct meaningful tests and analysis to verify that (i) the Operational Systems are properly and accurately tracking and reporting the use of the Compositions, and royalties payable therefor, as contemplated by the terms of this Agreement; and (ii) the Operational Systems are in compliance with the security requirements set forth in Section 5 of this Agreement. Licensee shall provide the information, systems access and personnel required by this Subsection 6.2 free of charge and, unless otherwise agreed by Licensor or its examiner(s), at Licensee's place of business.

6.3 During the course of and/or following completion of the Royalty and Security Examination, upon request by Licensor or an examiner acting on its behalf, Licensee shall make available company personnel at an appropriate level of seniority and/or technical ability to discuss and/or resolve particular issues and findings arising out of such examination.

6.4 Licensee shall maintain any and all Documentation that reasonably might be expected to be relevant to Licensor's conduct of a Royalty and Security Examination for a period of at least four (4) years following the expiration or termination of this Agreement, unless there is a Royalty and Security Examination in progress or not fully resolved as of the expiration of such period, in which case the Documentation shall be maintained until the Royalty and Security Examination is fully resolved to the satisfaction of Licensor.

6.5 If a royalty examination reveals a nonpayment or underpayment of royalties due to Licensor, the amounts determined to be owing shall be subject to interest payable at the rate of prime plus two percent (2%) compounded daily calculated from the date the royalties were due to be paid under the applicable reporting period to the date of ultimate payment to Licensor.

7. Termination/Default

7.1 All license authority pursuant to Licenses issued hereunder shall terminate upon the expiration or termination of this Agreement (unless such Licenses are renewed pursuant to a renewal of this Agreement as contemplated under Section 3, in which case the terms of renewal shall apply as appropriate), and any further transmission and/or reproduction of any Composition after the expiration of this Agreement shall be prohibited and actionable as an act of infringement under, and fully subject to the remedies provided by, the Copyright Act. Notwithstanding the foregoing, provided that the Agreement has not been terminated due to Licensee's breach or default, any Server Fixations existing on Servers and/or Ringtone Deliveries existing on Covered Devices as of the expiration of the Agreement may remain on such Servers and Covered Devices; provided, however, that such existing Server Fixations

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(in addition to the Ringtone Deliveries) may not be further reproduced or distributed after the expiration of the Agreement.

7.2 Notwithstanding, without limiting and in addition to any other remedy that may be available at law or in equity and/or under this Agreement, Licensee understands and agrees that: (a) in the event Licensee fails to account to Licensor and pay royalties provided for in Section 2, Licensor may provide written notice to Licensee in the same manner as provided in Section 115(c)(6) of the Copyright Act that, unless the default is fully remedied within thirty (30) days from the date of the notice, this Agreement and any Licenses issued hereunder will be automatically terminated, and that such termination will render the transmission and/or reproduction or both, of any Composition for which royalties have not been fully paid actionable as an act of infringement under Section 501 of the Copyright Act, and fully subject to the remedies provided by Sections 502 through 506 and 509 the Copyright Act; (b) in the event Licensee is in material breach or default of any of its obligations under this Agreement, Licensor may provide written notice to Licensee in the same manner as provided by Section 115(c)(6) of the Copyright Act that, unless the default is fully remedied within thirty (30) days from the date of the notice, this Agreement and any Licenses issued hereunder will be automatically terminated, and that such termination will render the further transmission and/or reproduction, or both, of any Composition actionable as an act of infringement under Section 501 of the Copyright Act, and fully subject to the remedies provided by Sections 502 through 506 and 509 of the Copyright Act. Licensee further understands and agrees that in the case of infringement, irreparable harm may be presumed, and Licensor shall be entitled to an appropriate remedy (including but not limited to injunctive relief), in addition to any other remedy that may be available at law or in equity and/or under this Agreement. For the avoidance of doubt, and without limitation, Licensee's breach of any of the obligations imposed by Sections 2, 5 and 6 of this Agreement shall be considered a material breach of, and default under, this Agreement.

7.3 Except to the extent expressly excused by applicable law, the occurrence of any of the following events shall also be considered a material breach of and default under this Agreement: (a) either party's dissolution and/or the liquidation of all assets; (b) the filing of a petition in bankruptcy or insolvency or for an arrangement or reorganization by, for or against either party; (c) the appointment of a receiver or trustee for all or a portion of either party's assets; (d) either party's assignment of assets for the benefit of creditors; (e) either party's insolvency; (f) Licensee's lack of a legally valid license, at any time during the Term, for any Musical Works wholly or partially owned or administered by Licensor that are being exploited by Licensee in any manner. Upon the occurrence of any of the events described in items (a) through (f) of this Subsection 7.3, notwithstanding, without limiting and in addition to any other remedy that may be available at law or in equity and/or under this Agreement, this Agreement and all license authority pursuant to any Licenses

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granted hereunder shall terminate automatically without the requirement of any further action.

7.4 Notwithstanding, without limiting and in addition to any other remedy that may be available at law or in equity and/or under this Agreement, including without limitation the remedies set forth in Subsection 7.2, the breach of any of the provisions set forth in Section 5 shall entitle Licensor to specific performance of such provision and/or to terminate, effective immediately upon the giving of notice, the license authority pursuant to any License granted hereunder.

7.5 Notwithstanding the expiration or termination of this Agreement, Sections 2, 4, 5 and 6 and Subsections 7.1, 7.4, 7.6, 8.2, 8.3, 8.4, 8.5, 8.6 and 8.8 shall to the extent applicable survive and continue to bind the parties and their legal representatives and successors.

7.6 With respect to Ringtones and any other uses for Covered Devices of any portion of any musical composition owned or controlled by Licensor, Licensee acknowledges and agrees that, as to such portions of such musical compositions, no such uses shall be subject to the provisions of Section 115(c)(3) of the Copyright Law of the United States unless or until so provided by any law, other governmental regulation or judicial decision.

8. Miscellaneous

8.1 Notices. All notices hereunder shall be in writing and shall be deemed effective (a) if provided by hand delivery, upon delivery; (b) if provided by overnight courier, one (1) business day following the date sent; and (c) if provided by registered or certified mail, return receipt requested, five (5) business days following the date mailed. Notices shall be sent to the following addresses:

If to Licensor:

To the address set forth above. Attn: Sr. VP, Legal & Business Affairs. Fax: 310/441-9094.

If to Licensee:

To the address set forth above. Attn:
Fax: REDACTED

8.2 Publicity. Neither party shall issue any press release or other publicity document concerning this Agreement without the prior written consent of the other party.

8.3 Assignment. This Agreement may not be assigned.

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8.4 Entire Agreement; Amendment. This Agreement represents the entire understanding of the parties with respect to the subject matter hereof, supersedes all prior and contemporaneous agreements and understandings of the parties with respect to the subject matter hereof, and may not be altered or amended except in a written instrument executed by both parties.

8.5 Governing Law; Jurisdiction. This Agreement shall be governed by, and construed in accordance with, federal law and/or the laws of the State of New York (without giving effect to conflicts of law principles thereof), as may be applicable. With respect to any action or proceeding arising out of this Agreement, the parties (a) agree that the sole and exclusive venue for such action or proceeding shall be in a court of appropriate jurisdiction located in New York County, New York; (2) agree to the appropriateness of, and waive any objection concerning, the propriety and/or convenience of, proceeding in such venue; and (3) consent to the personal jurisdiction of such court.

8.6 Severability; Waiver. If a court should determine that any part of this Agreement is invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect. Performance of any obligation required of a party hereunder may be waived only by a written waiver signed by a duly authorized officer of the other party, which waiver shall be effective only with respect to the specific obligation described therein.

8.7 Headings. The titles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

8.8 Assistance of Counsel. Each party hereto acknowledges that it has been represented by its own independent counsel, who has reviewed this Agreement and discussed the terms herein with his or her respective client prior to execution.

8.9 Counterparts. This Agreement may be executed in multiple counterparts and delivery of an executed counterpart may be made by facsimile, each such counterpart to be considered and accepted as an original, and all such counterparts together to constitute a single Agreement.

8.10 No Partnership. Nothing herein shall create, expressly or implied, a partnership, joint venture or other association between the parties.

8.11 Confidentiality. Licensee and Licensor agree that all information contained in this license and/or acquired in the course of business shall be kept confidential. Such information shall not be disclosed at any time except to the extent required by a court or other tribunal having jurisdiction or pursuant to rules and regulations of a governmental body. Notwithstanding the foregoing, the parties acknowledge that in certain situations, such as where a license contains a favored nations provision, the information contained in the license may have to be divulged.

8.12 It is a condition of the grant of this license that no Composition is used in conjunction with any visuals of any motion picture, television series or other production in which the Composition was used as a cue and/or soundtrack composition without the written approval from the owner or licensor of the applicable production or property, nor shall any Composition be used with any images substantially similar to such production or which uses or portrays any of the principal characters or key locations of that production without the written approval from such owner or licensor of the applicable production. In the event that Licensee uses or authorizes such use of the production without the written license of the owner or licensor of the production, then Licensor will be permitted to terminate this license upon giving notice to Licensee without repayment or any monies paid under this license or other liability to Licensee. Licensee must provide Licensor with proof of any such written approval promptly upon request.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date:

REDACTED

FAMOUS MUSIC LLC

By: _____
Print name:
Title: KENT J. KLAVENS
SENIOR VICE PRESIDENT
LEGAL AND BUSINESS AFFAIRS

REDACTED

EXHIBIT CO 0103

#1471

EXECUTED COPY

The Famous Music Publishing Companies
RINGTONE AGREEMENT

This agreement ("Agreement") is entered into as of October 1, 2005 ("Effective Date") by and between REDACTED ("Licensee"), and The Famous Music Publishing Companies, 10635 Santa Monica Blvd, Suite #300, Los Angeles, CA 90025 ("Licensor").

WHEREAS, Licensee owns and operates a service pursuant to which excerpts of copyrighted musical compositions ("Musical Works") in the form of Ringtones (as below defined) are digitally reproduced on a central computer server or servers, which Ringtones are subsequently transmitted from such servers and downloaded to Covered Devices (as below defined) ("Service"); and

WHEREAS, in order to operate the Service, Licensee seeks licenses to make Server Fixations (as below defined) and reproduce and distribute Ringtones of Musical Works that are owned and/or controlled wholly or partially by Licensor;

NOW, THEREFORE, in consideration of the promises contained in this Agreement and for other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Licensing

1.1 Pursuant to the terms of this Agreement, and as more particularly described herein, upon receipt of appropriate license requests ("License Requests") from Licensee, Licensor shall issue non-exclusive licenses ("Licenses") to reproduce and distribute Ringtones of certain approved Musical Works owned and/or controlled by Licensor (the "Compositions") for use on Licensee's Service in accordance with the terms of this Agreement. The license authority contemplated hereunder and granted pursuant to any License issued hereunder shall include and is limited to: (a) the digital reproduction of Ringtones of Compositions on a central computer server or servers directly or indirectly controlled by Licensee and located in the United States (including its territories and possessions and the Commonwealth of Puerto Rico and Canada [collectively, the "Territory")] ("Servers"), solely for use in connection with the Service ("Server Fixations"); (b) the digital transmission of Ringtones of Compositions from such Servers for streaming or storage on Covered Devices, solely for use in connection with the Service in the Territory; (c) the reproduction of Ringtones of Compositions on Covered Devices, solely for use in connection with the Service in the Territory only ("Ringtone Deliveries"); and (d) the offering of Promotional Ringtones (as below defined) of Compositions, solely for use in connection with the Service.

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For purposes of this Agreement:

A "Ringtone" is an excerpt, not to exceed forty five (:45) seconds, of a Composition that is embodied in either (i) a digital file containing codes representing and capable of being rendered into audio and played back as musical notes constituting the work's melody in either monophonic or polyphonic form ("Phonic Ringtone"), or (ii) a digital file representing an excerpt of no more than forty five (:45) seconds of a sound recording of the Composition ("Pre-Recorded Ringtone"). In both cases, such excerpt is generally intended to be digitally transmitted to and stored in an end user's Covered Device and played by such intended destination Covered Device whenever the Covered Device activates its ringing or alert function indicating the arrival of a call, message or other notification (but no advertisements) received by the Covered Device, and is designed to be played by such Covered Device without any other distribution or transmission. Notwithstanding the foregoing, if the Composition excerpt is intended to be streamed and heard by a caller after such caller dials the end user's Covered Device, indicating to the caller that the end user's Covered Device is receiving their call, such audio-only excerpt may be referred to hereunder as a "Ringback." Unless otherwise specifically provided for herein, all terms and conditions hereunder which apply to Ringtones shall also apply to Ringbacks.

A "Covered Device" shall mean a mobile telephone, pager or other portable communications device with a telephonic or messaging function that operates on a wireless communications network regulated by the U.S. Federal Communications Commission and its applicable counterpart in Canada pursuant to their rules governing commercial mobile radio services.

A "Promotional Ringtone" shall mean a digital transmission of a Ringtone in streamed form made available to a prospective purchaser free of charge and solely for the purpose of promoting the sale of the Ringtone, and that does not result in a reproduction of any part or all of the Ringtone that is accessible except by such prospective purchaser for an intended one-time promotional playback through the operation of a Covered Device or other device.

"Audiovisual" shall mean synchronized with a visual image (including graphics and/or any other type of imagery) when activated (as described above) on a Covered Device – such uses are not licensed hereunder. Notwithstanding the foregoing, if a Covered Device lights up, displays "caller ID" or vibrates in order to notify the consumer of an incoming call, such activity shall not constitute synchronization.

Any arrangements which Licensee shall cause to be made of the Compositions shall be made at Licensee's own expense and shall be created only as the result of employment-for-hire, and such arrangements shall be considered "works made for hire" as such term is used in the United States Copyright Law, and all copyrights therein and all renewals, extensions and reversions

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thereof throughout the world shall be owned by Licensor, subject to Licensee's use under this agreement. Arrangers shall not be entitled to authorship credit or status as a collaborator or any remuneration by way of royalty or otherwise from the authors of such Composition or from Licensor or any other designated agents of Licensor or from any society representing composer/publisher interests. This license does not authorize the creation of any recordings which deliberately imitate the featured and commercially exploited vocal performance by an artist of a Composition.

Licensee and Licensee's mobile ringtone carrier sublicensees shall have the right to use up to forty five seconds (:45) of each Composition in a "streamed" digital audio transmission from their respective websites for the sole purpose of providing consumers with Ringtone samples.

Nothing in this License shall be interpreted or construed in any manner to suggest that Licensee is being granted a license to use sound recordings embodying Compositions. All sound recordings must be cleared prior to any uses of such Compositions (if the sound recordings are owned and/or controlled by third parties). Licensee shall not distribute any "master tone" that embodies any portion of a Composition unless Licensee also obtains the rights to the underlying Composition directly from Licensor, or unless the party providing Licensee with a license to such master tone has the right to grant to Licensee the rights required to exploit such master tone together with the rights to the underlying Composition.

1.2 Use of each Composition is subject to the prior written approval of Licensor. Licensee shall remove a Composition from all of Licensee's servers (and from any other location which allows access to such Composition) within seven (7) business days from Licensee's receipt of Licensor's written notice requesting such removal, if such request is due to any type of legal issue relating to the Composition, or a request from the composer (or representative of a composer), owner and/or co-publisher of a Composition.

1.3 Following execution of this Agreement, Licensee may begin submitting License Requests to Licensor (to the attention of Mary Beth Roberts, VP Catalog Development, The Famous Music Publishing Companies, 1633 Broadway, 11th Floor, NY NY 10019, or via email to mary_beth_roberts@paramount.com), which License Requests shall be duly processed by Licensor. Without limitation, Licensee shall include in each License Request (a) the title of the Composition for which a License is being requested; (b) the writer(s) of the Composition; (c) whether the Ringtone is a Phonic Ringtone and/or a Pre-Recorded Ringtone and/or a Ringback, (e) the name of the ringtone provider (if different from Licensee); and (f) such other information as may be required by Licensor.

1.4 Upon Licensee's request, Licensor shall provide Licensee with an electronic file specifying the Licenses issued under this Agreement (each such report a

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"Confirmation Report") within five (5) days of request. To aid Licensee in the calculation of royalties, with respect to each License, such Confirmation Report shall include, *inter alia*, Licensor's total administrative percentage share of each Composition.

1.5 For the avoidance of doubt, and without limitation, the Licenses granted hereunder do not extend to or cover: (a) any copyrights or other rights in sound recordings and/or visual images; (b) any print, display or karaoke rights; (c) any adaptation (derivative work) rights; (d) any merchandising rights; (e) any use of a Composition (whether or not embodied in a sound recording) for a marketing campaign, product tie-in, game or contest or otherwise to advertise, promote or cross-promote any product or service; (f) any use of the title of a Composition, or the name or likeness of any writer, publisher or artist associated with a Composition, except for identification purposes as described in Section 4; (g) written use of the lyrics of the Compositions; or (h) any other use of a Composition not specifically and expressly provided for herein. No Composition shall be used in any manner which could be considered in bad taste or in an offensive manner. Licensee shall not use the Compositions in any manner which brings Licensor, any of the composers of the Compositions, or any co-publisher into public disrepute or which reflects adversely on the Compositions. Compositions shall not be isolated or positioned in any way which can be construed as advertising or promoting any product or service (including Licensee) with the exception of the promotion of ringtone sales on Licensee's website and on the websites of authorized mobile phone ringtone carrier sublicensees only (Compositions may not be used to directly endorse or advertise Licensee and/or any mobile phone ringtone carrier sublicensees). **The license authority under any License issued hereunder is limited to and granted solely with respect to Licensor's administrative share of the Compositions (ie, if Licensor does not administer 100% of a Composition, Licensee must seek and obtain a license from all other third parties who have an interest in such Composition prior to any use of such Composition by Licensee).**

1.6 The license authority contemplated by this Agreement and granted pursuant to any License issued hereunder is limited to Licensee and may not be sublicensed, assigned or otherwise transferred by Licensee except to the extent expressly permitted hereunder. Notwithstanding the foregoing, Licensee may grant to mobile phone ringtone carrier sublicensees the right to deliver and bill for the Compositions, provided (a) Licensee shall use reasonable efforts to obtain joint audit rights with respect to such mobile phone ringtone carrier sublicensees, and (b) Licensee retains the right to remove Compositions pursuant to paragraph 1.2.

1.7 It is a condition of the grant of this License that no Composition is positioned or used in conjunction with any visuals and/or property from any motion picture, television series or other production in which such Composition was used as a cue and/or soundtrack composition (or with any images substantially

similar to such production or which uses or portrays any of the principal characters or key locations of that production) except for identification purposes (use of the title of such property only) without further negotiation and license from the owner(s) (or licensor(s)) of the applicable production or property.

2. **Reporting and Payment of Royalties**

2.1 Licensee shall pay to Licensor a non-refundable advance of REDACTED to be recoupable against royalties described hereunder, <u>payable no later than December 19, 2005</u>.

2.2 Licensee shall account and pay royalties to Licensor quarterly, within forty-five (45) days after the end of each calendar quarter, on the basis of each successfully completed Ringtone delivery in the form of an audio-only Phonic Ringtone ("audio-only Phonic Ringtone Delivery"), audio-only Pre-Recorded Ringtone ("audio-only Pre-Recorded Ringtone Delivery"), and/or Ringback ("Ringback Delivery"). Licensee shall provide Licensor with detailed quarterly statements ("Statements") in electronic or written form in accordance with the format specified by Licensor ("Reporting Format"), whether or not any monies are due to Licensor. With respect to each quarterly reporting period, for each License, Licensee shall specifiy in its Statement (i) any royalties paid to Licensor pursuant to audit recoveries by Licensee (ii) the total number of Phonic Ringtone Deliveries and/or total number of Pre-Recorded Ringtone Deliveries (with Ringbacks reported separately from other Ringtones) for each Composition; (iii) the particular retail outlet through which each Ringtone Delivery was made; (iv) the total royalty amount being paid for the Phonic Ringtone Deliveries and/or Pre-Recorded Ringtone Deliveries; and (v) such other information as may be required in writing by Licensor from time to time. To the extent commercially reasonable, any royalty computations based upon a percentage of gross revenues generated from Licensee's website (pursuant to paragraph 2.4 below) shall also be reported to Licensor on a quarterly basis. Without limiting Licensor's rights and remedies hereunder, at law or in equity, (i) past-due payments are subject to and to be accompanied by payment of interest thereon at the prime rate found in the Wall Street Journal on the due date plus two percent (2%), compounded daily, from the date(s) upon which each such payment(s) first became due until the date(s) upon which each such payment(s) is remitted to Licensor.

Statements/Accountings/Payments shall be made to:

Famous Music Corporation

10635 Santa Monica Blvd., Suite #300

Los Angeles, CA 90025

REDACTED

Attn: Sr. VP, Finance

Fed ID # 13-0692800

Wire transfer information: Famous Music Publishing, JP Morgan Chase, 1 Chase Manhattan Plaza, NY, NY 10081. Bank ABA # 021000021, Credit: Famous Music Corporation, Account # 323-8-92302.

2.3 Intentionally Deleted.

2.4 ROYALTIES:

(a) For each audio-only Phonic Ringtone Delivery or Ringback Delivery of a Composition, the royalty shall be the greater of REDACTED of the retail Ringtone selling price to consumers; or of the gross revenues generated during the download of the Composition (prorated among all publishers) from Licensee's website.

(b) For each audio-only Pre-Recorded Ringtone Delivery or Ringback Delivery of a Composition, the royalty shall be the greater of REDACTED of the retail Ringtone selling price to consumers; or of the gross revenues generated during the download of the Composition (prorated among all publishers) from Licensee's website. If Licensee is accounting to a record label or similarly situated third party which has rights to license certain Pre-Recorded Ringtone or Ringback versions of Compositions on behalf of Licensor, Licensee shall not have any obligation to account to Licensor for royalties already being paid to such record label or similarly situated third party.

Gross revenues include payment of any kind received by Licensee from advertising found on the Ringtone portion of Licensee's website during the download of a Composition. These per-Composition royalty amounts shall be proportionately reduced to the extent that Licensor own(s) or control(s) less than 100% of a Composition.

2.5 If pursuant to any future law, other governmental regulation or judicial decision Ringtone Deliveries are determined to be digital downloads subject to statutory digital download rates and such statutory digital download rates are higher than the royalty rates found herein, the statutory digital download rates will apply to this License on the effective statutory rate date, if such effective date falls during the Term.

2.6 Public Performance Royalty: In consideration of a non-recoupable license fee of REDACTED, Licensor shall grant to Licensee the direct right to publicly perform the Compositions during the Term. Such non-refundable payment shall be paid **no later than December 19, 2005.**

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2.7 In the event that a third party music publisher agrees with Licensee to royalty terms more favorable than those applicable hereunder, then effective as of the date of such third party agreement, this license shall be deemed amended to include such more favorable terms. Upon request, Licensee shall provide Licensor with briefs of the relevant royalty provisions from such third party music publisher agreements.

3. Term

3.1 The term of this Agreement shall commence as of the Effective Date and terminate two (2) years from the Effective Date (the "Term").

3.2 Upon expiration of the Term, if Licensee wishes to renew this Agreement for an additional one (1) year term, it shall notify Licensor of such desire not later than a date three (3) months prior to the end of the Term. Such notification shall include proposed terms for any such renewal. Any renewal shall be subject to the approval of Licensor, and Licensor reserves the right to propose changes to administrative and other aspects of the Agreement as it deems appropriate. Proposed changes must be approved in writing by both parties.

4. Writer/Publisher Credit

Licensor's writer(s) and publisher(s) of each Composition offered by Licensee as a Ringtone must be displayed on Licensee's website. Inadvertent failure by Licensee to post such notice shall not be considered a breach of this license if Licensee cures such failure within ten (10) business days of receipt of written notice from Licensor.

5. Security

5.1 In connection with the use of any Composition, Licensee shall implement and maintain copy protection and digital rights management technology and systems, including software and/or hardware functional limitations (collectively, "Security Systems") with respect to all aspects of the Service, including without limitation its Servers and operating systems, that (a) are designed to prevent unauthorized reproduction and distribution of the Composition, in the form of Ringtones or otherwise; (b) are sufficient to track and enforce the use limitations contemplated by this Agreement; and (c) meet or exceed current industry standards as they exist from time to time for the licensed delivery of music via digital transmission and its reproduction on devices including, without limitation, Covered Devices.

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5.2 In the event it becomes aware of a breach of Licensee's Security Systems ("Security Breach"), whether through its own monitoring efforts, upon being advised by another party (including Licensor) or otherwise, Licensee shall use its best efforts to resolve the Security Breach and restore the full integrity of its Security Systems as quickly as possible. If a solution to the Security Breach is not immediately available (i.e., cannot be implemented within twenty-four (24) hours from the time Licensee becomes aware of the Security Breach), Licensee shall (a) promptly notify Licensor of the Security Breach in writing (unless Licensee learned of the breach from Licensor); and (b) cease all further digital transmission and/or reproduction of Compositions to the extent such activities are or could possibly be affected by the Security Breach, pending full resolution of the Security Breach. In such a case, Licensee (x) shall keep Licensor reasonably apprised of the status of its efforts to resolve the Security Breach; and (y) shall not resume the activities that were suspended pursuant to this Subsection 5.2 until the full integrity of its Security Systems has been restored.

5.3 To the extent Licensee employs third-party technology in order to operate, Licensee shall use its best efforts to maintain and upgrade such technology by (a) diligently monitoring any third-party notifications of bug-fixes, security holes and functionality improvements; and (b) obtaining any available upgrades and bug-fixes, and installing, testing and distributing such upgrades and bug-fixes as necessary so as to maintain the integrity of its Security Systems.

5.4 Licensee shall use commercially reasonable efforts to prevent any unauthorized digital transmissions and reproductions of Compositions by operators and users of the Service and/or in any facility, on any device (including Covered Devices), or by any person under the supervision and/or control of Licensee.

6. Royalty and Security Compliance

6.1 Notwithstanding, without limiting and in addition to the general right of Licensor pursuant to industry custom and practice to examine the books and records of Licensee in connection with Licensee's use of the Compositions, Licensor shall be entitled, upon forty-five (45) days notice to Licensee, to conduct an examination of the books, records, operations and Security Systems of Licensee by a reputable accountant recognized in the music publishing industry ("Royalty and Security Examination"), at Licensee's regular place of business to determine whether Licensee is in compliance with its reporting, royalty and security obligations under this Agreement. Absent a good-faith basis to believe that Licensee is not in compliance with such obligations, Licensor shall not seek to initiate a Royalty and Security

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Examination more than once every twelve (12) months or more than four (4) years following the termination of this Agreement.

6.2 During the course of a Royalty and Security Examination, upon request by Licensor or an examiner acting on its behalf, Licensee shall, within five (5) business days (a) provide access to any information that may be called for by such request, including without limitation any (i) books, records, files, logs, reports, compilations, usage data and other documentation, whether in paper or electronic form, that were or could be used or required to generate or verify Licensee's Statements and/or that reflect or summarize Licensees' Statements and/or that verify that all provisions of this license are being complied with by Licensee; (ii) financial information, including books, records, ledgers, reports, and other documentation, reflecting cash receipts and general revenue accounts to the extent such information relates directly to the activities licensed under this Agreement (notwithstanding the foregoing, Licensor shall provide Licensee with statements and correspondence received from each mobile phone ringtone carrier sublicensee pertaining solely to Licensor's Compositions, if not in clear violation of the confidentiality provision between Licensee and such mobile phone ringtone carrier sublicense); and (iii) files, logs, reports, compilations, testing and monitoring data and other documentation related to and/or reflecting the operation and integrity of Licensee's Security Systems (such information, along with the information described in the items (a)(i) and (a)(ii) of this Subsection 6.2, collectively referred to as "Documentation"); and (b) through the assistance of personnel who are familiar with the technical and operational aspects of Licensee's computer, hardware, software, Security Systems (collectively, "Operational Systems") who are to be made available by Licensee, provide real-time and/or historical access to such Operational Systems, as requested, sufficient to permit Licensor or its examiner(s) to conduct meaningful tests and analysis to verify that (i) the Operational Systems are properly and accurately tracking and reporting the use of the Compositions, and royalties payable therefor, as contemplated by the terms of this Agreement; and (ii) the Operational Systems are in compliance with the security requirements set forth in Section 5 of this Agreement. Licensee shall provide the information, systems access and personnel required by this Subsection 6.2 free of charge and, unless otherwise agreed by Licensor or its examiner(s), at Licensee's regular place of business. Licensee shall use reasonable efforts to provide Licensor with direct audit rights to its mobile phone ringtone carrier sublicensees. Although Licensor shall not have the right to compel Licensee to audit any mobile phone ringtone carrier sublicensee where Licensor does not receive the right to audit such sublicense directly, Licensee hereby agrees that Licensee shall consider in good faith and discuss with Licensor its request to audit any such sublicensee, and to review any evidence brought to Licensee's attention by Licensor supporting the need for such audit.

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6.3 During the course of and/or following completion of the Royalty and Security Examination, upon request by Licensor or an examiner acting on its behalf, Licensee shall make available company personnel at an appropriate level of seniority and/or technical ability to discuss and/or resolve particular issues and findings arising out of such examination.

6.4 Licensee shall maintain any and all Documentation that reasonably might be expected to be relevant to Licensor's conduct of a Royalty and Security Examination for a period of at least four (4) years following the expiration or termination of this Agreement, unless there is a Royalty and Security Examination in progress or not fully resolved as of the expiration of such period, in which case the Documentation shall be maintained until the Royalty and Security Examination is fully resolved to the satisfaction of Licensor.

6.5 If a royalty examination reveals a nonpayment or underpayment of royalties due to Licensor, the amounts determined to be owing shall be subject to interest payable at the rate of prime plus two percent (2%) compounded daily calculated from the date the royalties were due to be paid under the applicable reporting period to the date of ultimate payment to Licensor.

7. **Termination/Default**

7.1 All license authority pursuant to Licenses issued hereunder shall terminate upon the expiration or termination of this Agreement (unless such Licenses are renewed pursuant to a renewal of this Agreement as contemplated under Section 3, in which case the terms of renewal shall apply as appropriate), and any further transmission and/or reproduction of any Composition after the expiration of this Agreement shall be fully subject to all of the rights, relief and remedies available to Licensor. Notwithstanding the foregoing, provided that the Agreement has not been terminated due to Licensee's breach or default, any Server Fixations existing on Servers and/or Ringtone Deliveries existing on Covered Devices as of the expiration of the Agreement may remain on such Servers and Covered Devices; provided, however, that such existing Server Fixations (in addition to the Ringtone Deliveries) may not be further reproduced or distributed after the expiration of the Agreement.

7.2 Notwithstanding, without limiting and in addition to any other remedy that may be available at law or in equity and/or under this Agreement, Licensee understands and agrees that: (a) in the event Licensee fails to account to Licensor and pay royalties provided for in Section 2, Licensor may provide written notice to Licensee in the same manner as provided in Section 115(c)(6) of the Copyright Act that, unless the default is fully remedied within thirty (30) days from the date of the notice, this Agreement and any Licenses issued hereunder will be automatically terminated, with all of Licensor's rights, relief and remedies reserved with respect to any unaccounted royalties; (b) in the event Licensee is in material breach or default of any of its

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obligations under this Agreement, Licensor may provide written notice to Licensee in the same manner as provided by Section 115(c)(6) of the Copyright Act that, unless the material breach or default is fully remedied within thirty (30) days from the date of the notice, this Agreement and any Licenses issued hereunder will be automatically terminated, with all of the rights, relief and remedies available to Licensor reserved. Licensee further understands and agrees that in the case of infringement, irreparable harm may be presumed, and Licensor shall be entitled as appropriate to injunctive relief, in addition to any other remedy that may be available at law or in equity and/or under this Agreement. For the avoidance of doubt, and without limitation, Licensee's breach of any of the obligations imposed by Sections 2, 5 and 6 of this Agreement shall be considered a material breach of, and default under, this Agreement.

7.3 To the extent permitted by applicable law, and without limitation, the occurrence of any of the following events shall also be considered a material breach of and default under this Agreement: (a) Licensee's dissolution and/or the liquidation of all of Licensee's assets; (b) the filing of a petition in bankruptcy or insolvency or for an arrangement or reorganization by, for or against Licensee; (c) the appointment of a receiver or trustee for all or a portion of Licensee's assets; (d) Licensee's assignment of assets for the benefit of creditors; and (e) Licensee's insolvency. Upon the occurrence of any of the events described in items (a) through (e) of this Subsection 7.3, notwithstanding, without limiting and in addition to any other remedy that may be available at law or in equity and/or under this Agreement, this Agreement and all license authority pursuant to any Licenses granted hereunder shall terminate automatically without the requirement of any further action on the part of Licensor.

7.4 Notwithstanding, without limiting and in addition to any other remedy that may be available at law or in equity and/or under this Agreement, including without limitation the remedies set forth in Subsection 7.2, the breach of any of the provisions set forth in Section 5 shall entitle Licensor to specific performance of such provision and/or to terminate the license authority pursuant to any License granted hereunder effective immediately upon the giving of notice, unless such breach is resolved within five (5) business days of Licensor's written notice.

7.5 Notwithstanding the expiration or termination of this Agreement, Sections 2, 4, 5 and 6 and Subsections 7.1, 7.4, 7.6, 8.2, 8.3, 8.4, 8.5, 8.6 and 8.8 shall to the extent applicable survive and continue to bind the parties and their legal representatives and successors.

7.6 If Licensee lacks a legally valid right (from Licensor or other party authorized to grant licenses on behalf of Licensor) at any time during the Term for any Musical Works wholly or partially owned or administered by Licensor that are being exploited by Licensee in any manner, Licensee shall have a thirty (30) day cure period to attempt to remedy such lack of a legally valid license

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unless Licensor demands that Licensee remove such Musical Work(s) from Licensor's website per the terms of paragraph 1.2, prior to the lack of a legally valid license being deemed a material breach hereunder, warranting automatic termination.

8. **Miscellaneous**

8.1 Notices. All notices hereunder shall be in writing and shall be deemed effective (a) if provided by hand delivery, upon delivery; (b) if provided by overnight courier, one (1) business day following the date sent; and (c) if provided by registered or certified mail, return receipt requested, five (5) business days following the date mailed. Notices shall be sent to the following addresses:

If to Licensor:

To the address set forth above. Attn: Sr. VP, Legal & Business Affairs. Fax: 310/441-9094.

If to Licensee:

To the address set forth above. Attn: _____.
Fax: _____.

8.2 Publicity. Neither party shall issue any press release or other publicity document concerning this Agreement without the prior written consent of the other party.

8.3 Assignment. This Agreement may not be assigned except that either party may assign its rights hereunder to any purchaser of all or substantially all of its assets or capitol stock or to any successor by way of merger, consolidation or similar transaction.

8.4 Entire Agreement; Amendment. This Agreement represents the entire understanding of the parties with respect to the subject matter hereof, supersedes all prior and contemporaneous agreements and understandings of the parties with respect to the subject matter hereof, and may not be altered or amended except in a written instrument executed by both parties.

8.5 Governing Law; Jurisdiction. This Agreement shall be governed by, and construed in accordance with, federal law and/or the laws of the State of New York (without giving effect to conflicts of law principles thereof), as may be applicable. With respect to any action or proceeding arising out of this Agreement, the parties (a) agree that the sole and exclusive venue for such action or proceeding shall be in a court of appropriate jurisdiction located in New York County, New York; (2) agree to the appropriateness of, and waive any objection concerning, the propriety and/or convenience of, proceeding in such venue; and (3) consent to the personal jurisdiction of such court.

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8.6 Severability; Waiver. If a court should determine that any part of this Agreement is invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect. Performance of any obligation required of a party hereunder may be waived only by a written waiver signed by a duly authorized officer of the other party, which waiver shall be effective only with respect to the specific obligation described therein.

8.7 Headings. The titles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

8.8 Assistance of Counsel. Each party hereto acknowledges that it has been represented by its own independent counsel, who has reviewed this Agreement and discussed the terms herein with his or her respective client prior to execution.

8.9 Counterparts. This Agreement may be executed in multiple counterparts and delivery of an executed counterpart may be made by facsimile, each such counterpart to be considered and accepted as an original, and all such counterparts together to constitute a single Agreement.

8.10 No Partnership. Nothing herein shall create, expressly or implied, a partnership, joint venture or other association between the parties.

8.11 Confidentiality. Licensee and Licensor agree that all information contained in this license and/or acquired in the course of business shall be kept confidential. Such information shall not be disclosed at any time except to the extent required by a court or other tribunal having jurisdiction or pursuant to rules and regulations of a governmental body and in such situations the party complying with the court order shall provide prompt notice to the other party, and the complying party shall reasonably cooperate with the other party at the requesting party's expense. Notwithstanding the foregoing, the parties acknowledge that in certain situations, such as where a license contains a favored nations provision, the information contained in the license may have to be divulged.

8.12 Compositions licensed to Licensee pursuant to the September 16, 2003 (effective October 5, 2002) Ringtone License between Licensor and Licensee shall be automatically added to the Schedule hereof and shall be subject to all of the terms and conditions of this License. Licensee shall not owe any fixation fees for such Compositions.

8.13 Licensor warrants and represents that it has the right to grant this license. If Licensee is creating a new master recording of the Composition, Licensor's warranties and representations do not extend to any material added to the Composition during the recording process by Licensee. Licensor agrees to indemnify Licensee and hold Licensee harmless from and against any and all loss, cost, damage or expense due to a breach of Publisher's warranty and

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representation resulting in a final, nonappealable adverse judgment or a settlement entered into with Publisher's prior written consent (such consent not to be unreasonably withheld or delayed). In each instance in which a claim, action or proceeding is commenced against Licensee pertaining to Licensor's warranty and representations, Licensee shall promptly notify Licensor of such claim, action or proceeding. Licensor shall have the right to participate in the defense thereof by counsel of Licensor's choice, or to take over the defense of the claim.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date:

REDACTED

THE FAMOUS MUSIC PUBLISHING COMPANIES

By: _____
Kent Klavens
Title: Sr. VP, Legal & Business Affairs

EXHIBIT CO 0104

EXECUTED COPY

The Famous Music Publishing Companies
RINGTONE LICENSING AGREEMENT

This agreement ("Agreement") is entered into as of May 1, 2005 ("Effective Date") by and between REDACTED ("Licensee") and Famous Music Corporation, 10635 Santa Monica Blvd, Suite #300, Los Angeles, CA 90025 ("Licensor").

WHEREAS, Licensee owns and operates a service pursuant to which excerpts of musical compositions ("Musical Works") in the form of Ringtones (as below defined) are digitally reproduced on a central computer server or servers, which Ringtones are subsequently transmitted from such servers and downloaded to Covered Devices (as below defined) ("Service"); and

WHEREAS, in order to operate the Service, Licensee seeks licenses to make Server Fixations (as below defined) and reproduce and distribute Ringtones of Musical Works that are owned and/or controlled wholly or partially by Licensor;

NOW, THEREFORE, in consideration of the promises contained in this Agreement and for other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Licensing**

1.1 Pursuant to the terms of this Agreement, and as more particularly described herein, upon receipt of appropriate license requests ("License Requests") from Licensee, Licensor shall issue non-exclusive licenses ("Licenses") to reproduce and distribute Ringtones of Musical Works wholly or partially owned and/or controlled by Licensor (the "Compositions") for use on Licensee's Service in accordance with the terms of this Agreement. The license authority contemplated hereunder and granted pursuant to any License issued hereunder shall include and is limited to: (a) the digital reproduction of Ringtones of Compositions on a central computer server or servers directly owned and/or directly controlled by Licensee ("Servers"), solely for use in connection with the Service ("Server Fixations"); (b) the digital transmission of Ringtones of Compositions from such Servers for streaming or storage on Covered Devices, solely for use in connection with the Service in the territory of the United States only; (c) the reproduction of Ringtones of Compositions on Covered Devices, solely for use in connection with the Service in the United States only ("Ringtone Deliveries"); and (d) the offering of Promotional Ringtones (as below defined) of Compositions, solely for use in connection with the Service.

For purposes of this Agreement:

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A "Ringtone" is an excerpt, not to exceed forty five (:45) seconds, of a Composition that is embodied in either (i) a digital file containing codes representing and capable of being rendered into audio and played back as musical notes constituting the work's melody in either monophonic or polyphonic form ("Phonic Ringtone"), or (ii) a digital file representing an excerpt of no more than forty five (:45) seconds of a sound recording of the Composition ("Pre-Recorded Ringtone"). In both cases, such excerpt is generally intended to be digitally transmitted to and stored in an end user's Covered Device and played by such intended destination Covered Device whenever the Covered Device activates its ringing or alert function indicating the arrival of a call, message or other notification (but no advertisements) received by the Covered Device, and is designed to be played by such Covered Device without any other distribution or transmission. Notwithstanding the foregoing, this License does not apply to uses intended to be streamed and heard by a caller after such caller dials the end user's Covered Device, indicating to the caller that the end user's Covered Device is receiving their call, otherwise known as "ringbacks."

A "Covered Device" shall mean a mobile telephone, pager or other portable communications device with a telephonic or messaging function that operates on a wireless communications network regulated by the U.S. Federal Communications Commission pursuant to its rules governing commercial mobile radio services.

A "Promotional Ringtone" shall mean a digital transmission of a Ringtone in streamed form made available to a prospective purchaser free of charge and solely for the purpose of promoting the sale of the Ringtone, and that does not result in a reproduction of any part or all of the Ringtone that is accessible except by such prospective purchaser for an intended one-time promotional playback through the operation of a Covered Device or other device.

"Audiovisual" shall mean synchronized with a visual image (including graphics and/or any other type of imagery) when activated (as described above) on a Covered Device. This License does not grant any rights for audiovisual ringtone use of Licensor's Compositions. Notwithstanding the foregoing, if a Covered Device lights up or vibrates in order to notify the consumer of an incoming call, such activity shall not constitute synchronization.

Any arrangements which Licensee shall cause to be made of the Compositions shall be made at Licensee's own expense and shall be created only as the result of employment-for-hire, and such arrangements shall be considered "works made for hire" as such term is used in the United States Copyright Law, and all copyrights therein and all renewals, extensions and reversions thereof throughout the world shall be owned by Licensor, subject to Licensee's use under this agreement. Arrangers shall not be entitled to authorship credit or status as a collaborator or any remuneration by way of

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royalty or otherwise from the authors of such Composition or from Licensor or any other designated agents of Licensor or from any society representing composer/publisher interests. This license does not authorize the creation of any recordings which deliberately imitate the featured and commercially exploited vocal performance by an artist of a Composition.

Licensee shall have the right to use up to thirty seconds (:30) of each Composition in a "streamed" digital audio transmission from Licensee's website for the sole purpose of providing consumers with Ringtone samples.

Nothing in this License shall be interpreted or construed in any manner to suggest that Licensee is being granted a license to use sound recordings embodying Compositions. All sound recordings must be cleared prior to any uses of such Compositions (if the sound recordings are owned and/or controlled by third parties).

1.2 All Licenses are subject to prior approval of Licensor. Licensee shall remove a Composition from all of Licensee's servers (and from any other location which allows access to such Composition) within seventy two (72) hours from Licensee's receipt of Licensor's written notice requesting such removal, if such request is due to any type of legal issue relating to the Composition, or a request from the composer (or representative of a composer), owner and/or co-publisher of a Composition.

1.3 Following execution of this Agreement, Licensee may begin submitting License Requests to Licensor (to the attention of Mary Beth Roberts, VP Catalog Development, The Famous Music Publishing Companies, 1633 Broadway, 11th Floor, NY NY 10019, or via email to mary_beth_roberts@paramount.com), which License Requests shall be duly processed by Licensor. Without limitation, Licensee shall include in each License Request (a) the title of the Composition for which a License is being requested; (b) the writer(s) of the Composition; (c) the publisher(s) of the Composition; and (d) whether the Ringtone is a Phonic Ringtone and/or a Pre-Recorded Ringtone, (e) the name of the record company that produced the sound recording embodied in a Pre-Recorded Ringtone; (f) the name of the artist; (g) the ISRC number for such sound recording; (h) the total playing time of the Ringtone; (i) the title of an album for which such sound recording has been previously licensed; and (j) such other information as may be required by Licensor.

1.4 Upon Licensee's request, Licensor shall provide Licensee with an electronic file specifying the Licenses issued under this Agreement (each such report a "Confirmation Report"). To aid Licensee in the calculation of royalties, with respect to each License, such Confirmation Report shall include, *inter alia*, Licensor's total administrative percentage share of each Composition.

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1.5 For the avoidance of doubt, and without limitation, the Licenses granted hereunder do not extend to or cover: (a) any right of public performance (Licensee must obtain the necessary performing rights licenses either from Licensor's duly authorized performing rights societies or Licensor); (b) any copyrights or other rights in sound recordings and/or visual images; (c) any print, display or karaoke rights; (d) any adaptation (derivative work) rights; (e) any merchandising rights; (f) any use of a Composition (whether or not embodied in a sound recording) for a marketing campaign, product tie-in, game or contest or otherwise to advertise, promote or cross-promote any product or service; (g) any use of the title of a Composition, or the name or likeness of any writer, publisher or artist associated with a Composition, except for identification purposes as described in Section 4; (h) use of the lyrics of the Compositions in conjunction with Phonic Ringtones; or (i) any other use of a Composition not specifically and expressly provided for herein. No Composition shall be used in any manner which could be considered in bad taste or in a reasonably offensive manner. Licensee shall not use the Compositions in any manner which brings Licensor, any of the composers of the Compositions, or any co-publisher into public disrepute or which reflects adversely on the Compositions except as expressly provided for herein. Compositions shall not be isolated or positioned in any way which can be construed as advertising or promoting any product or service (including Licensee). **The license authority under any License issued hereunder is limited to and granted solely with respect to Licensor's administrative share of the Compositions (ie, if Licensor does not administer 100% of a Composition, Licensee must seek and obtain a license from all other third parties who have an interest in such Composition prior to any use of such Composition by Licensee).**

1.6 The license authority contemplated by this Agreement and granted pursuant to any License issued hereunder is limited to Licensee and may not be sublicensed, assigned or otherwise transferred by Licensee except to the extent expressly permitted hereunder.

1.7 It is a condition of the grant of this License that no Composition is positioned or used in conjunction with any visuals and/or property from any motion picture, television series or other production in which such Composition was used as a cue and/or soundtrack composition (or with any images substantially similar to such production or which uses or portrays any of the principal characters or key locations of that production) without further negotiation and license from the owner(s) (or licensor(s)) of the applicable production or property.

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2. **Reporting and Payment of Royalties**

2.1 Licensee shall pay to Licensor an advance of' REDACTED to be recouped as follows: **recoupable against Ringtone royalties (i.e., not from the Initial Server Fixation fees or Commercial synchronization royalties) for the musical composition entitled "Axel F" written by Harold Faltermeyer, and recoupable against Ringtone royalties (i.e., not from the Initial Server Fixation fees or Commercial synchronization royalties) from all other Compositions approved for Licensee's use by Licensor. Such advance is due no later than July 26, 2005.**

2.2 Licensee shall account and pay royalties to Licensor quarterly, within forty-five (45) days after the end of each calendar quarter, on the basis of (a) the initial server fixation of each audio-only Phonic Ringtone and audio-only Pre-Recorded Ringtone, (see paragraph 2.3 for more detail) ("Initial Server Fixation"); and (b) each Ringtone delivery in the form of an audio-only Phonic Ringtone ("audio-only Phonic Ringtone Delivery"), and audio-only Pre-Recorded Ringtone ("audio-only Pre-Recorded Ringtone Delivery"). Licensee shall provide Licensor with detailed quarterly statements ("Statements") in electronic or written form in accordance with the format specified by Licensor ("Reporting Format"), whether or not any monies are due to Licensor. With respect to each quarterly reporting period, for each License, Licensee shall specifiy in its Statement (i) the Initial Server Fixation fee (if one is due) for each new Composition added to Licensee's schedule; (ii) the total number of Phonic Ringtone Deliveries and/or total number of Pre-Recorded Ringtone Deliveries for each Composition; (iii) the particular retail outlet through which each Ringtone Delivery was made; (iv) the total royalty amount being paid for Initial Server Fixations; (v) the total royalty amount being paid for the Phonic Ringtone Deliveries and/or Pre-Recorded Ringtone Deliveries; (vi) a list of all Compositions used in Commercials during such accounting period; (vii) the term of each such Commercial; (viii) a separate breakdown of Commercial synchronization royalties (which shall not be used to recoup any Advance); and (vix) any other information as may be required by Licensor from time to time. Any royalty computations based upon a percentage of gross revenues generated from Licensee's website (pursuant to paragraph 2.4 below) shall also be reported to Licensor on a quarterly basis. Without limiting Licensor's rights and remedies hereunder, at law or in equity, (i) past-due payments are subject to and to be accompanied by payment of interest thereon at the prime rate found in the Wall Street Journal on the due date plus two percent (2%), compounded daily, from the date(s) upon which each such payment(s) first became due until the date(s) upon which each such payment(s) is remitted to Licensor.

Statements/Accountings/Payments shall be made to:

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Famous Music Corporation

10635 Santa Monica Blvd., Suite $300

Los Angeles, CA 90025

Attn: Sr. VP, Finance

Fed ID # 13-0692800

2.3 INTENTIONALLY DELETED.

2.4 ROYALTIES:

(a) For each audio-only Phonic Ringtone Delivery of a Composition, the royalty shall be the greater of REDACTED of the retail Ringtone selling price to consumers; or of the Gross Revenues generated during the download (prorated among all publishers) from Licensee's website.

(b) For each audio-only Pre-Recorded Ringtone Delivery of a Composition, the royalty shall be the greater of REDACTED of the retail Ringtone selling price to consumers; or of the Gross Revenues generated during the download (prorated among all publishers) from Licensee's website.

"Gross Revenues" shall mean the portion of the one time retail subscription price attributable to the particular Composition. For the avoidance of doubt, all Content is apportioned on a pro-rata basis by Content type. "Content" shall mean the Phonic Ringtones, Pre-Recorded Ringtones, images and wallpaper.

These per-Composition royalty amounts shall be proportionately reduced to the extent that Licensor own(s) or control(s) less than 100% of a Composition.

Notwithstanding anything to the contrary found in this paragraph 2.4, if Licensor enters into any agreement(s) with a third party(ies) allowing such third party(ies) to collect music publishing Pre-Recorded Ringtone royalties on Licensor's behalf, then Licensee shall be bound by the rates found in Licensee's agreements with such third party(ies).

2.5 SYNCHRONIZATION ROYALTIES:

With prior written approval in each case, Licensee shall have the right to synchronize the Compositions in commercials broadcasting on free and cable television in the United States with the purpose of advertising Licensee's ringtone service (hereafter, the "Commercial" or "Commercials").

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Royalties: These Commercial synchronization rights shall be granted to Licensee in exchange for a royalty (and in addition to those royalties mentioned in paragraph 2.4 above), which shall be computed as the greater of REDACTED per each Composition downloaded during the broadcast term of the Commercial featuring such Composition; or (of the retail ringtone selling price to consumers per each Composition downloaded during the broadcast term of the Commercial featuring the Composition.

Content of Commercial: Each Commercial may feature (1) the Ringtone of the Composition, (2) the single/CD of the Composition (if applicable), (3) the Jamster "short code" (to access the Ringtone), (4) Licensee's subscription rate, (5) artist's release information, and/or (6) artist's music video of the Composition. To avoid any doubt, neither third party advertising rights nor co-promotional rights are hereby granted.

Approval and Term of Commercial(s): Licensee shall submit their request to use a Composition in a Commercial for Licensor's written approval at least three (3) business days prior to the first broadcast of such Commercial, and such Licensee notice must include the term of the Commercial (which shall be no less than three (3) days). If the Commercial continues to be broadcast after such term, Licensee must inform Licensor of all term updates in writing. No Commercial term shall exceed the Term of this License.

Media Buy Schedule: The complete media buy schedules for all Commercials must be delivered every 6 months during the Term (and the final one within 6 months after Term expires) to the attention of Mary Beth Roberts, VP Catalog Development, The Famous Music Publishing Companies, 1633 Broadway, 11th Floor, New York, NY 10019).

Licensor hereby pre-approves the use of the Composition entitled "Axel F" written by Harold Faltermeyer for Commercial use in conjunction with the 'Crazy Frog' (a/k/a 'Annoying Thing') Ringtone.

2.6 If pursuant to any future law, other governmental regulation or judicial decision Ringtone Deliveries are determined to be digital downloads subject to statutory digital download rates and such statutory digital download rates are higher or lower than the royalty rates found herein, the statutory digital download rates will apply to this License on the effective statutory rate date, if such effective date falls during the Term.

2.7 In the event that a third party (1) music publisher; (2) master recording owner; (3) audiovisual/graphics content provider; and/or (4) non-musical ringtone provider agree with Licensee to any terms (including terms with respect to compensation or consideration) more favorable than those applicable hereunder, then effective as of the date of such third party agreement, this license shall be deemed amended to include such more favorable terms. Upon

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request, Licensee shall provide Licensor with either copies of the third party agreements or the relevant royalty provisions thereof.

3. Term

3.1 The term of this Agreement shall commence as of the Effective Date and terminate three (3) years from the Effective Date (the "Term").

3.2 Upon expiration of the Term, if Licensee wishes to renew this Agreement for an additional one (1) year term, it shall notify Licensor of such desire not later than a date three (3) months prior to the end of the Term. Such notification shall include proposed terms for any such renewal. Any renewal shall be subject to the approval of Licensor, and Licensor reserves the right to propose changes to administrative and other aspects of the Agreement as it deems appropriate. Such proposed changes must be memorialized in writing and executed by both parties prior to such additional one (1) year term taking effect.

3.3 Notwithstanding any of the foregoing, Licensor shall have the right for any reason whatsoever to automatically terminate this License no earlier than two (2) years from the Effective Date, but only upon thirty (30) days written notice to Licensee.

4. Writer/Publisher Credit

Licensor's writer(s) and publisher(s) of each Composition offered by Licensee as a Ringtone must be displayed on Licensee's website by no later than July 21, 2006.

5. Security

5.1 In connection with the use of any Composition, Licensee shall implement and maintain copy protection and digital rights management technology and systems, including software and/or hardware functional limitations (collectively, "Security Systems") with respect to all aspects of the Service, including without limitation its Servers and operating systems, that (a) are designed to prevent unauthorized reproduction and distribution of the Composition, in the form of Ringtones or otherwise; (b) are sufficient to track and enforce the use limitations contemplated by this Agreement; and (c) meet or exceed current industry standards as they exist from time to time for the licensed delivery of music via digital transmission and its reproduction on devices including, without limitation, Covered Devices.

5.2 In the event it becomes aware of a breach of Licensee's Security Systems ("Security Breach"), whether through its own monitoring efforts, upon being

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advised by another party (including Licensor) or otherwise, Licensee shall use commercially reasonable efforts to resolve the Security Breach and restore the full integrity of its Security Systems as quickly as possible. If a solution to the Security Breach is not immediately available (i.e., cannot be implemented within twenty-four (24) hours from the time Licensee becomes aware of the Security Breach), Licensee shall (a) promptly notify Licensor of the Security Breach in writing (unless Licensee learned of the breach from Licensor); and (b) cease all further digital transmission and/or reproduction of Compositions to the extent such activities are or could possibly be affected by the Security Breach, pending full resolution of the Security Breach. In such a case, Licensee (x) shall keep Licensor reasonably apprised of the status of its efforts to resolve the Security Breach; and (y) shall not resume the activities that were suspended pursuant to this Subsection 5.2 until the full integrity of its Security Systems has been restored.

5.3 To the extent Licensee employs third-party technology in order to operate, Licensee shall use commercially reasonable efforts to maintain and upgrade such technology by (a) diligently monitoring any third-party notifications of bug-fixes, security holes and functionality improvements; and (b) obtaining any available upgrades and bug-fixes, and installing, testing and distributing such upgrades and bug-fixes as necessary so as to maintain the integrity of its Security Systems.

5.4 Licensee shall use commercially reasonable efforts to prevent any unauthorized digital transmissions and reproductions of Compositions by operators and users of the Service and/or in any facility, on any device (including Covered Devices), or by any person under the supervision and/or control of Licensee.

6. Royalty and Security Compliance

6.1 Notwithstanding, without limiting and in addition to the general right of Licensor pursuant to industry custom and practice to examine the books and records of Licensee in connection with Licensee's use of the Compositions, Licensor shall be entitled, upon thirty (30) days' notice to Licensee, to conduct an examination of the books, records, operations and Security Systems of Licensee ("Royalty and Security Examination") to determine whether Licensee is in compliance with its reporting, royalty and security obligations under this Agreement. Absent a good-faith basis to believe that Licensee is not in compliance with such obligations, Licensor shall not seek to initiate a Royalty and Security Examination more than once every twelve (12) months or more than four (4) years following the termination of this Agreement.

6.2 During the course of a Royalty and Security Examination, upon request by Licensor or an examiner acting on its behalf, Licensee shall, within three (3) business days (a) provide access to any information that may be called for by such request, including without limitation any (i) books, records, files, logs, reports, compilations, usage data and other documentation, whether in paper or electronic form, that were or could be used or required to generate or verify Licensee's Statements and/or that reflect or summarize Licensees' Statements and/or that verify that all provisions of this license are being complied with by Licensee; (ii) financial information, including books, records, ledgers, reports, and other documentation, reflecting cash receipts and general revenue accounts to the extent such information relates directly or indirectly to the activities licensed under this Agreement; and (iii) files, logs, reports, compilations, testing and monitoring data and other documentation related to and/or reflecting the operation and integrity of Licensee's Security Systems (such information, along with the information described in the items (a)(i) and (a)(ii) of this Subsection 6.2, collectively referred to as "Documentation"); and (b) through the assistance of personnel who are familiar with the technical and operational aspects of Licensee's computer, hardware, software, Security Systems (collectively, "Operational Systems") who are to be made available by Licensee, provide real-time and/or historical access to such Operational Systems, as requested, sufficient to permit Licensor or its examiner(s) to conduct meaningful tests and analysis to verify that (i) the Operational Systems are properly and accurately tracking and reporting the use of the Compositions, and royalties payable therefor, as contemplated by the terms of this Agreement; and (ii) the Operational Systems are in compliance with the security requirements set forth in Section 5 of this Agreement. Licensee shall provide the information, systems access and personnel required by this Subsection 6.2 free of charge and, unless otherwise agreed by Licensor or its examiner(s), at Licensee's place of business.

6.3 During the course of and/or following completion of the Royalty and Security Examination, upon request by Licensor or an examiner acting on its behalf, Licensee shall make available company personnel at an appropriate level of seniority and/or technical ability to discuss and/or resolve particular issues and findings arising out of such examination.

6.4 Licensee shall maintain any and all Documentation that reasonably might be expected to be relevant to Licensor's conduct of a Royalty and Security Examination for a period of at least four (4) years following the expiration or termination of this Agreement, unless there is a Royalty and Security Examination in progress or not fully resolved as of the expiration of such period, in which case the Documentation shall be maintained until the Royalty and Security Examination is fully resolved to the satisfaction of Licensor.

6.5 If a royalty examination reveals a nonpayment or underpayment of royalties due to Licensor, the amounts determined to be owing shall be subject to

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interest payable at the rate of prime plus two percent (2%) compounded daily calculated from the date the royalties were due to be paid under the applicable reporting period to the date of ultimate payment to Licensor.

7. **Termination/Default**

7.1 All license authority pursuant to Licenses issued hereunder shall terminate upon the expiration or termination of this Agreement (unless such Licenses are renewed pursuant to a renewal of this Agreement as contemplated under Section 3, in which case the terms of renewal shall apply as appropriate), and any further transmission and/or reproduction of any Composition after the expiration of this Agreement shall be prohibited and actionable as an act of infringement under, and fully subject to the remedies provided by, the Copyright Act. Notwithstanding the foregoing, provided that the Agreement has not been terminated due to Licensee's breach or default, any Server Fixations existing on Servers and/or Ringtone Deliveries existing on Covered Devices as of the expiration of the Agreement may remain on such Servers and Covered Devices; provided, however, that such existing Server Fixations (in addition to the Ringtone Deliveries) may not be further reproduced or distributed after the expiration of the Agreement.

7.2 Notwithstanding, without limiting and in addition to any other remedy that may be available at law or in equity and/or under this Agreement, Licensee understands and agrees that: (a) in the event Licensee fails to account to Licensor and pay royalties provided for in Section 2, Licensor may provide written notice to Licensee in the same manner as provided in Section 115(c)(6) of the Copyright Act that, unless the default is fully remedied within thirty (30) days from the date of the notice, this Agreement and any Licenses issued hereunder will be automatically terminated, and that such termination will render the transmission and/or reproduction or both, of any Composition for which royalties have not been fully paid actionable as an act of infringement under Section 501 of the Copyright Act, and fully subject to the remedies provided by Sections 502 through 506 and 509 the Copyright Act; (b) in the event Licensee is in material breach or default of any of its obligations under this Agreement, Licensor may provide written notice to Licensee in the same manner as provided by Section 115(c)(6) of the Copyright Act that, unless the default is fully remedied within thirty (30) days from the date of the notice, this Agreement and any Licenses issued hereunder will be automatically terminated, and that such termination will render the further transmission and/or reproduction, or both, of any Composition actionable as an act of infringement under Section 501 of the Copyright Act, and fully subject to the remedies provided by Sections 502 through 506 and 509 of the Copyright Act. Licensee further understands and agrees that in the case of infringement, irreparable harm may be presumed, and Licensor shall be entitled to an appropriate remedy (including but not limited to injunctive relief), in addition to any other remedy that may be available at law or in

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equity and/or under this Agreement. For the avoidance of doubt, and without limitation, Licensee's breach of any of the obligations imposed by Sections 2, 5 and 6 of this Agreement shall be considered a material breach of, and default under, this Agreement.

7.3 Except to the extent expressly excused by applicable law, the occurrence of any of the following events shall also be considered a material breach of and default under this Agreement: (a) either party's dissolution and/or the liquidation of all assets; (b) the filing of a petition in bankruptcy or insolvency or for an arrangement or reorganization by, for or against either party; (c) the appointment of a receiver or trustee for all or a portion of either party's assets; (d) either party's assignment of assets for the benefit of creditors; (e) either party's insolvency; (f) Licensee's lack of a legally valid license, at any time during the Term, for any Musical Works wholly or partially owned or administered by Licensor that are being exploited by Licensee in any manner. Upon the occurrence of any of the events described in items (a) through (f) of this Subsection 7.3, notwithstanding, without limiting and in addition to any other remedy that may be available at law or in equity and/or under this Agreement, this Agreement and all license authority pursuant to any Licenses granted hereunder shall terminate automatically without the requirement of any further action.

7.4 Notwithstanding, without limiting and in addition to any other remedy that may be available at law or in equity and/or under this Agreement, including without limitation the remedies set forth in Subsection 7.2, the breach of any of the provisions set forth in Section 5 shall entitle Licensor to specific performance of such provision and/or to terminate, effective immediately upon the giving of notice, the license authority pursuant to any License granted hereunder.

7.5 Notwithstanding the expiration or termination of this Agreement, Sections 2, 4, 5 and 6 and Subsections 7.1, 7.4, 7.6, 8.2, 8.3, 8.4, 8.5, 8.6 and 8.8 shall to the extent applicable survive and continue to bind the parties and their legal representatives and successors.

7.6 With respect to Ringtones and any other uses for Covered Devices of any portion of any musical composition owned or controlled by Licensor, Licensee acknowledges and agrees that, as to such portions of such musical compositions, no such uses shall be subject to the provisions of Section 115(c)(3) of the Copyright Law of the United States unless or until so provided by any law, other governmental regulation or judicial decision.

8. Miscellaneous

8.1 Notices. All notices hereunder shall be in writing and shall be deemed effective (a) if provided by hand delivery, upon delivery; (b) if provided by

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overnight courier, one (1) business day following the date sent; and (c) if provided by registered or certified mail, return receipt requested, five (5) business days following the date mailed. Notices shall be sent to the following addresses:

If to Licensor:

To the address set forth above. Attn: Sr. VP, Legal & Business Affairs. Fax: 310/441-9094.

If to Licensee:

To the address set forth above. Attn: _____.
Fax: _____.

8.2 Publicity. Neither party shall issue any press release or other publicity document concerning this Agreement without the prior written consent of the other party.

8.3 Assignment. This Agreement may not be assigned.

8.4 Entire Agreement; Amendment. This Agreement represents the entire understanding of the parties with respect to the subject matter hereof, supersedes all prior and contemporaneous agreements and understandings of the parties with respect to the subject matter hereof, and may not be altered or amended except in a written instrument executed by both parties.

8.5 Governing Law; Jurisdiction. This Agreement shall be governed by, and construed in accordance with, federal law and/or the laws of the State of New York (without giving effect to conflicts of law principles thereof), as may be applicable. With respect to any action or proceeding arising out of this Agreement, the parties (a) agree that the sole and exclusive venue for such action or proceeding shall be in a court of appropriate jurisdiction located in New York County, New York; (2) agree to the appropriateness of, and waive any objection concerning, the propriety and/or convenience of, proceeding in such venue; and (3) consent to the personal jurisdiction of such court.

8.6 Severability; Waiver. If a court should determine that any part of this Agreement is invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect. Performance of any obligation required of a party hereunder may be waived only by a written waiver signed by a duly authorized officer of the other party, which waiver shall be effective only with respect to the specific obligation described therein.

8.7 Headings. The titles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

8.8 Assistance of Counsel. Each party hereto acknowledges that it has been represented by its own independent counsel, who has reviewed this

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Agreement and discussed the terms herein with his or her respective client prior to execution.

8.9 Counterparts. This Agreement may be executed in multiple counterparts and delivery of an executed counterpart may be made by facsimile, each such counterpart to be considered and accepted as an original, and all such counterparts together to constitute a single Agreement.

8.10 No Partnership. Nothing herein shall create, expressly or implied, a partnership, joint venture or other association between the parties.

8.11 Confidentiality. Licensee and Licensor agree that all information contained in this license and/or acquired in the course of business shall be kept confidential. Such information shall not be disclosed at any time except to the extent required by a court or other tribunal having jurisdiction or pursuant to rules and regulations of a governmental body. Notwithstanding the foregoing, the parties acknowledge that in certain situations, such as where a license contains a favored nations provision, the information contained in the license may have to be divulged.

8.12 It is a condition of the grant of this license that no Composition is used in conjunction with any visuals of any motion picture, television series or other production in which the Composition was used as a cue and/or soundtrack composition without the written approval from the owner or licensor of the applicable production or property, nor shall any Composition be used with any images substantially similar to such production or which uses or portrays any of the principal characters or key locations of that production without the written approval from such owner or licensor of the applicable production. In the event that Licensee uses or authorizes such use of the production without the written license of the owner or licensor of the production, then Licensor will be permitted to terminate this license upon giving notice to Licensee without repayment or any monies paid under this license or other liability to Licensee. Licensee must provide Licensor with proof of any such written approval promptly upon request.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date:

REDACTED

FAMOUS MUSIC CORPORATION

By: _____
Print name:
Title:

KENT J. KLAVENS
SENIOR VICE PRESIDENT
LEGAL AND BUSINESS AFFAIRS

REDACTED

EXHIBIT CO 0105

EXECUTED COPY

#5288

The Famous Music Publishing Companies
RINGTONE LICENSING AGREEMENT

INITIAL

FEBRUARY 8,

This agreement ("Agreement") is entered into as of ~~January 1~~, 2005 ("Effective Date") by and between REDACTED ("Licensee"), at , and The Famous Music Publishing Companies, 10635 Santa Monica Blvd, Suite #300, Los Angeles, CA 90025 ("Licensor").

WHEREAS, Licensee owns and operates a service pursuant to which excerpts of copyrighted musical compositions ("Musical Works") in the form of Ringtones (as below defined) are digitally reproduced on a central computer server or servers, which Ringtones are subsequently transmitted from such servers and downloaded to Covered Devices (as below defined) ("Service"); and

WHEREAS, in order to operate the Service, Licensee seeks licenses to make Server Fixations (as below defined) and reproduce and distribute Ringtones of Musical Works that are owned and/or controlled wholly or partially by Licensor;

NOW, THEREFORE, in consideration of the promises contained in this Agreement and for other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Licensing**

1.1 Pursuant to the terms of this Agreement, and as more particularly described herein, upon receipt of appropriate license requests ("License Requests") from Licensee, Licensor shall issue non-exclusive licenses ("Licenses") to reproduce and distribute Ringtones of Musical Works owned and/or controlled by Licensor (the "Compositions") for use on Licensee's Service in accordance with the terms of this Agreement. The license authority contemplated hereunder and granted pursuant to any License issued hereunder shall include and is limited to: (a) the digital reproduction of Ringtones of Compositions on a central computer server or servers directly owned and/or directly controlled by Licensee and located in the United States (including its territories and possessions and the Commonwealth of Puerto Rico [collectively, the "United States")] ("Servers"), solely for use in connection with the Service ("Server Fixations"); (b) the digital transmission of Ringtones of Compositions from such Servers for streaming or storage on Covered Devices, solely for use in connection with the Service in the territory of the United States only; (c) the reproduction of Ringtones of Compositions on Covered Devices, solely for use in connection with the Service in the United States only ("Ringtone Deliveries"); and (d) the offering of Promotional Ringtones (as below defined) of Compositions, solely for use in connection with the Service.

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For purposes of this Agreement:

A "Ringtone" is an excerpt, not to exceed forty five (:45) seconds, of a Composition that is embodied in either (i) a digital file containing codes representing and capable of being rendered into audio and played back as musical notes constituting the work's melody in either monophonic or polyphonic form ("Phonic Ringtone"), or (ii) a digital file representing an excerpt of no more than forty five (:45) seconds of a sound recording of the Composition ("Pre-Recorded Ringtone"). In both cases, such excerpt is generally intended to be digitally transmitted to and stored in an end user's Covered Device and played by such intended destination Covered Device whenever the Covered Device activates its ringing or alert function indicating the arrival of a call, message or other notification (but no advertisements) received by the Covered Device, and is designed to be played by such Covered Device without any other distribution or transmission. Notwithstanding the foregoing, if the Composition excerpt is intended to be streamed and heard by a caller after such caller dials the end user's Covered Device, indicating to the caller that the end user's Covered Device is receiving their call, such audio-only excerpt may be referred to hereunder as a "Ringback." Unless otherwise specifically provided for herein, all terms and conditions hereunder which apply to Ringtones shall also apply to Ringbacks.

A "Covered Device" shall mean a mobile telephone, pager or other portable communications device with a telephonic or messaging function that operates on a wireless communications network regulated by the U.S. Federal Communications Commission pursuant to its rules governing commercial mobile radio services.

A "Promotional Ringtone" shall mean a digital transmission of a Ringtone in streamed form made available to a prospective purchaser free of charge and solely for the purpose of promoting the sale of the Ringtone, and that does not result in a reproduction of any part or all of the Ringtone that is accessible except by such prospective purchaser for an intended one-time promotional playback through the operation of a Covered Device or other device.

"Audiovisual" shall mean synchronized with a visual image (including graphics and/or any other type of imagery) when activated (as described above) on a Covered Device. Notwithstanding the foregoing, if a Covered Device lights up or vibrates in order to notify the consumer of an incoming call, such activity shall not constitute synchronization.

Any arrangements which Licensee shall cause to be made of the Compositions shall be made at Licensee's own expense and shall be created only as the result of employment-for-hire, and such arrangements shall be considered "works made for hire" as such term is used in the United States Copyright Law, and all copyrights therein and all renewals, extensions and reversions thereof throughout the world shall be owned by Licensor, subject to

Licensee's use under this agreement. Arrangers shall not be entitled to authorship credit or status as a collaborator or any remuneration by way of royalty or otherwise from the authors of such Composition or from Licensor or any other designated agents of Licensor or from any society representing composer/publisher interests. This license does not authorize the creation of any recordings which deliberately imitate the featured and commercially exploited vocal performance by an artist of a Composition.

Licensee shall have the right to use up to thirty seconds (:30) of each Composition in a "streamed" digital audio transmission from Licensee's website for the sole purpose of providing consumers with Ringtone samples.

Nothing in this License shall be interpreted or construed in any manner to suggest that Licensee is being granted a license to use sound recordings embodying Compositions. All sound recordings must be cleared prior to any uses of such Compositions (if the sound recordings are owned and/or controlled by third parties).

1.2 All Licenses are subject to prior approval of Licensor. Licensee shall remove a Composition from all of Licensee's servers (and from any other location which allows access to such Composition) within seventy two (72) hours from Licensee's receipt of Licensor's written notice requesting such removal, if such request is due to any type of legal issue relating to the Composition, or a request from the composer (or representative of a composer), owner and/or co-publisher of a Composition.

1.3 Following execution of this Agreement, Licensee may begin submitting License Requests to Licensor (to the attention of Mary Beth Roberts, VP Catalog Development, The Famous Music Publishing Companies, 1633 Broadway, 11th Floor, NY NY 10019, or via email to mary_beth_roberts@paramount.com), which License Requests shall be duly processed by Licensor. Without limitation, Licensee shall include in each License Request (a) the title of the Composition for which a License is being requested; (b) the writer(s) of the Composition; (c) the publisher(s) of the Composition; and (d) whether the Ringtone is a Phonic Ringtone and/or a Pre-Recorded Ringtone and/or a Ringback, (e) the name of the record company that produced the sound recording embodied in a Pre-Recorded Ringtone; (f) the name of the artist; (g) the ISRC number for such sound recording; (h) the total playing time of the Ringtone; (i) the title of an album for which such sound recording has been previously licensed; (j) whether the ringtone is audio-only or audiovisual; and (k) such other information as may be required by Licensor.

1.4 Upon Licensee's request, Licensor shall provide Licensee with an electronic file specifying the Licenses issued under this Agreement (each such report a "Confirmation Report"). To aid Licensee in the calculation of royalties, with

respect to each License, such Confirmation Report shall include, *inter alia*, Licensor's total administrative percentage share of each Composition.

1.5 For the avoidance of doubt, and without limitation, the Licenses granted hereunder do not extend to or cover: (a) any right of public performance (Licensee must obtain the necessary performing rights licenses either from Licensor's duly authorized performing rights societies or Licensor); (b) any copyrights or other rights in sound recordings and/or visual images; (c) any print, display or karaoke rights; (d) any adaptation (derivative work) rights; (e) any merchandising rights; (f) any use of a Composition (whether or not embodied in a sound recording) for a marketing campaign, product tie-in, game or contest or otherwise to advertise, promote or cross-promote any product or service; (g) any use of the title of a Composition, or the name or likeness of any writer, publisher or artist associated with a Composition, except for identification purposes as described in Section 4; (h) use of the lyrics of the Compositions in conjunction with Phonic Ringtones; or (i) any other use of a Composition not specifically and expressly provided for herein. No Composition shall be used in any manner which could be considered in bad taste or in an offensive manner. Licensee shall not use the Compositions in any manner which brings Licensor, any of the composers of the Compositions, or any co-publisher into public disrepute or which reflects adversely on the Compositions. Compositions shall not be isolated or positioned in any way which can be construed as advertising or promoting any product or service (including Licensee). **The license authority under any License issued hereunder is limited to and granted solely with respect to Licensor's administrative share of the Compositions (ie, if Licensor does not administer 100% of a Composition, Licensee must seek and obtain a license from all other third parties who have an interest in such Composition prior to any use of such Composition by Licensee).**

1.6 The license authority contemplated by this Agreement and granted pursuant to any License issued hereunder is limited to Licensee and may not be sublicensed, assigned or otherwise transferred by Licensee except to the extent expressly permitted hereunder.

1.7 It is a condition of the grant of this License that no Composition is positioned or used in conjunction with any visuals and/or property from any motion picture, television series or other production in which such Composition was used as a cue and/or soundtrack composition (or with any images substantially similar to such production or which uses or portrays any of the principal characters or key locations of that production) without further negotiation and license from the owner(s) (or licensor(s)) of the applicable production or property.

2. Reporting and Payment of Royalties

2.1 Licensee shall pay to Licensor an advance of REDACTED, to be recoupable against royalties (but not Initial Server Fixation fees) described hereunder. Such advance is due no later than _____.

2.2 Licensee shall account and pay royalties to Licensor quarterly, within forty-five (45) days after the end of each calendar quarter, on the basis of (a) the initial server fixation of each audio-only Phonic Ringtone, Audiovisual Phonic Ringtone, audio-only Pre-Recorded Ringtone, Audiovisual Pre-Recorded Ringtone, audio-only Ringback and/or Audiovisual Ringback of a Composition made on any Server (see paragraph 2.3 for more detail) ("Initial Server Fixation"); and (b) each Ringtone delivery in the form of an audio-only Phonic Ringtone ("audio-only Phonic Ringtone Delivery"), Audiovisual Phonic Ringtone ("Audiovisual Phonic Ringtone), audio-only Pre-Recorded Ringtone ("audio-only Pre-Recorded Ringtone Delivery"), Audiovisual Pre-Recorded Ringtone ("Audiovisual Pre-Recorded Ringtone Delivery") and/or Ringback ("Ringback Delivery"). Licensee shall provide Licensor with detailed quarterly statements ("Statements") in electronic or written form in accordance with the format specified by Licensor ("Reporting Format"), whether or not any monies are due to Licensor. With respect to each quarterly reporting period, for each License, Licensee shall specifiy in its Statement (i) the Initial Server Fixation fee (if one is due) for each new Composition added to Licensee's schedule; (ii) the total number of Phonic Ringtone Deliveries and/or total number of Pre-Recorded Ringtone Deliveries (with Ringbacks reported separately from other Ringtones) for each Composition; (iii) the particular retail outlet through which each Ringtone Delivery was made; (iv) the total royalty amount being paid for Initial Server Fixations; (v) the total royalty amount being paid for the Phonic Ringtone Deliveries and/or Pre-Recorded Ringtone Deliveries; and (vi) such other information as may be required by Licensor from time to time. Any royalty computations based upon a percentage of gross revenues generated from Licensee's website (pursuant to paragraph 2.4 below) shall also be reported to Licensor on a quarterly basis. Without limiting Licensor's rights and remedies hereunder, at law or in equity, (i) past-due payments are subject to and to be accompanied by payment of interest thereon at the prime rate found in the Wall Street Journal on the due date plus two percent (2%), compounded daily, from the date(s) upon which each such payment(s) first became due until the date(s) upon which each such payment(s) is remitted to Licensor.

Statements/Accountings/Payments shall be made to:

Famous Music Corporation

10635 Santa Monica Blvd., Suite $300

Los Angeles, CA 90025

Attn: Sr. VP, Finance

2.3 INITIAL SERVER FIXATION: For each Initial Server Fixation, the fixation fee (non-recoupable) shall be:

(a) REDACTED per each version of a Composition for audio-only Ringtones (for example, if both a Phonic and a Pre-Recorded version of a Composition are found on Licensee's server, Licensee shall remit a REDACTED Initial Server Fixation fee);

(b) Fifty Dollars REDACTED per each version of a Composition for Audiovisual Ringtones (for example, if both a Phonic and a Pre-Recorded Audiovisual version of a Composition are found on Licensee's server, Licensee shall remit a REDACTED Initial Server Fixation fee); and

(c) Twenty Five Dollars REDACTED per each version of a Composition for Ringback use (for example, if both a Phonic Ringtone and a Pre-Recorded Ringback version of a Composition are found on Licensee's server, Licensee shall remit a REDACTED Initial Server Fixation fee);

provided, however, that these amounts shall be proportionately reduced to the extent that Licensor own(s) or control(s) less than 100% of the Composition.

2.4 ROYALTIES:

(a) For each audio-only Phonic Ringtone Delivery or Ringback Delivery of a Composition, the royalty shall be the greater of REDACTED of the retail Ringtone selling price to consumers; or of the gross revenues generated (prorated among all publishers) from Licensee's website.

(b) For each audio-only Pre-Recorded Ringtone Delivery or Ringback Delivery of a Composition, the royalty shall be the greater of REDACTED of the retail Ringtone selling price to consumers; or of the gross revenues generated (prorated among all publishers) from Licensee's website.

(c) For each Audiovisual Phonic Ringtone Delivery of a Composition, the royalty shall be the greater of REDACTED of the retail Ringtone selling price to consumers; or of the gross revenues generated (prorated among all publishers) from Licensee's website.

(d) For each Audiovisual Pre-Recorded Ringtone Delivery of a Composition, the royalty shall be the greater of REDACTED of the retail Ringtone selling price to consumers; or of the gross

revenues generated (prorated among all publishers) from Licensee's website.

Gross revenues include payment of any kind received by Licensee from advertising found on the Ringtone portion of Licensee's website. These per-Composition royalty amounts shall be proportionately reduced to the extent that Licensor own(s) or control(s) less than 100% of a Composition.

2.5 If pursuant to any future law, other governmental regulation or judicial decision Ringtone Deliveries are determined to be digital downloads subject to statutory digital download rates and such statutory digital download rates are higher than the royalty rates found herein, the statutory digital download rates will apply to this License on the effective statutory rate date, if such effective date falls during the Term.

2.6 In the event that a third party (1) music publisher; (2) master recording owner; (3) audiovisual/graphics content provider; and/or (4) non-musical ringtone provider agree with Licensee to any terms (including terms with respect to compensation or consideration) more favorable than those applicable hereunder, then effective as of the date of such third party agreement, this license shall be deemed amended to include such more favorable terms. Upon request, Licensee shall provide Licensor with either copies of the third party agreements or the relevant royalty provisions thereof.

3. Term

3.1 The term of this Agreement shall commence as of the Effective Date and terminate three (3) years from the Effective Date (the "Term").

3.2 Upon expiration of the Term, if Licensee wishes to renew this Agreement for an additional one (1) year term, it shall notify Licensor of such desire not later than a date three (3) months prior to the end of the Term. Such notification shall include proposed terms for any such renewal. Any renewal shall be subject to the approval of Licensor, and Licensor reserves the right to propose changes to administrative and other aspects of the Agreement as it deems appropriate. Proposed changes must be approved in writing by Licensor.

3.3 Notwithstanding any of the foregoing, Licensor shall have the right for any reason whatsoever to automatically terminate this License no earlier than two (2) years from the Effective Date, but only upon thirty (30) days written notice to Licensee.

4. Writer/Publisher Credit

Licensee shall, to the extent commercially reasonable, include in any graphics and/or imagery displayed in connection with the play of any Audiovisual Ringtone of a Composition written credit in legible form setting forth the names of the Licensor's writer(s) and publisher(s) of such Composition. Additionally, Licensor's writer(s) and publisher(s) of each Composition offered by Licensee as a Ringtone must be displayed on Licensee's website. Inadvertent failure by Licensee to post such notice shall not be considered a breach of this license if Licensee cures such failure within ten (10) business days of receipt of written notice from Licensor.

5. **Security**

5.1 In connection with the use of any Composition, Licensee shall implement and maintain copy protection and digital rights management technology and systems, including software and/or hardware functional limitations (collectively, "Security Systems") with respect to all aspects of the Service, including without limitation its Servers and operating systems, that (a) are designed to prevent unauthorized reproduction and distribution of the Composition, in the form of Ringtones or otherwise; (b) are sufficient to track and enforce the use limitations contemplated by this Agreement; and (c) meet or exceed current industry standards as they exist from time to time for the licensed delivery of music via digital transmission and its reproduction on devices including, without limitation, Covered Devices.

5.2 In the event it becomes aware of a breach of Licensee's Security Systems ("Security Breach"), whether through its own monitoring efforts, upon being advised by another party (including Licensor) or otherwise, Licensee shall use its best efforts to resolve the Security Breach and restore the full integrity of its Security Systems as quickly as possible. If a solution to the Security Breach is not immediately available (i.e., cannot be implemented within twenty-four (24) hours from the time Licensee becomes aware of the Security Breach), Licensee shall (a) promptly notify Licensor of the Security Breach in writing (unless Licensee learned of the breach from Licensor); and (b) cease all further digital transmission and/or reproduction of Compositions to the extent such activities are or could possibly be affected by the Security Breach, pending full resolution of the Security Breach. In such a case, Licensee (x) shall keep Licensor reasonably apprised of the status of its efforts to resolve the Security Breach; and (y) shall not resume the activities that were suspended pursuant to this Subsection 5.2 until the full integrity of its Security Systems has been restored.

5.3 To the extent Licensee employs third-party technology in order to operate, Licensee shall use its best efforts to maintain and upgrade such technology by (a) diligently monitoring any third-party notifications of bug-fixes, security holes and functionality improvements; and (b) obtaining any available

upgrades and bug-fixes, and installing, testing and distributing such upgrades and bug-fixes as necessary so as to maintain the integrity of its Security Systems.

5.4 Licensee shall use its best efforts to prevent any unauthorized digital transmissions and reproductions of Compositions by operators and users of the Service and/or in any facility, on any device (including Covered Devices), or by any person under the supervision and/or control of Licensee.

6. **Royalty and Security Compliance**

6.1 Notwithstanding, without limiting and in addition to the general right of Licensor pursuant to industry custom and practice to examine the books and records of Licensee in connection with Licensee's use of the Compositions, Licensor shall be entitled, upon thirty (30) days' notice to Licensee, to conduct an examination of the books, records, operations and Security Systems of Licensee ("Royalty and Security Examination") to determine whether Licensee is in compliance with its reporting, royalty and security obligations under this Agreement. Absent a good-faith basis to believe that Licensee is not in compliance with such obligations, Licensor shall not seek to initiate a Royalty and Security Examination more than once every twelve (12) months or more than six (6) years following the termination of this Agreement.

6.2 During the course of a Royalty and Security Examination, upon request by Licensor or an examiner acting on its behalf, Licensee shall, within three (3) business days (a) provide access to any information that may be called for by such request, including without limitation any (i) books, records, files, logs, reports, compilations, usage data and other documentation, whether in paper or electronic form, that were or could be used or required to generate or verify Licensee's Statements and/or that reflect or summarize Licensees' Statements and/or that verify that all provisions of this license are being complied with by Licensee; (ii) financial information, including books, records, ledgers, reports, and other documentation, reflecting cash receipts and general revenue accounts to the extent such information relates directly or indirectly to the activities licensed under this Agreement; and (iii) files, logs, reports, compilations, testing and monitoring data and other documentation related to and/or reflecting the operation and integrity of Licensee's Security Systems (such information, along with the information described in the items (a)(i) and (a)(ii) of this Subsection 6.2, collectively referred to as "Documentation"); and (b) through the assistance of personnel who are familiar with the technical and operational aspects of Licensee's computer, hardware, software, Security Systems (collectively, "Operational Systems") who are to be made available by Licensee, provide real-time and/or historical access to such Operational Systems, as requested, sufficient to permit Licensor or its examiner(s) to

conduct meaningful tests and analysis to verify that (i) the Operational Systems are properly and accurately tracking and reporting the use of the Compositions, and royalties payable therefor, as contemplated by the terms of this Agreement; and (ii) the Operational Systems are in compliance with the security requirements set forth in Section 5 of this Agreement. Licensee shall provide the information, systems access and personnel required by this Subsection 6.2 free of charge and, unless otherwise agreed by Licensor or its examiner(s), at Licensee's place of business.

6.3 During the course of and/or following completion of the Royalty and Security Examination, upon request by Licensor or an examiner acting on its behalf, Licensee shall make available company personnel at an appropriate level of seniority and/or technical ability to discuss and/or resolve particular issues and findings arising out of such examination.

6.4 Licensee shall maintain any and all Documentation that reasonably might be expected to be relevant to Licensor's conduct of a Royalty and Security Examination for a period of at least six (6) years following the expiration or termination of this Agreement, unless there is a Royalty and Security Examination in progress or not fully resolved as of the expiration of such period, in which case the Documentation shall be maintained until the Royalty and Security Examination is fully resolved to the satisfaction of Licensor.

6.5 If a royalty examination reveals a nonpayment or underpayment of royalties due to Licensor, the amounts determined to be owing shall be subject to interest payable at the rate of prime plus two percent (2%) compounded daily calculated from the date the royalties were due to be paid under the applicable reporting period to the date of ultimate payment to Licensor.

7. Termination/Default

7.1 All license authority pursuant to Licenses issued hereunder shall terminate upon the expiration or termination of this Agreement (unless such Licenses are renewed pursuant to a renewal of this Agreement as contemplated under Section 3, in which case the terms of renewal shall apply as appropriate), and any further transmission and/or reproduction of any Composition after the expiration of this Agreement shall be prohibited and actionable as an act of infringement under, and fully subject to the remedies provided by, the Copyright Act. Notwithstanding the foregoing, provided that the Agreement has not been terminated due to Licensee's breach or default, any Server Fixations existing on Servers and/or Ringtone Deliveries existing on Covered Devices as of the expiration of the Agreement may remain on such Servers and Covered Devices; provided, however, that such existing Server Fixations (in addition to the Ringtone Deliveries) may not be further reproduced or distributed after the expiration of the Agreement.

7.2 Notwithstanding, without limiting and in addition to any other remedy that may be available at law or in equity and/or under this Agreement, Licensee understands and agrees that: (a) in the event Licensee fails to account to Licensor and pay royalties provided for in Section 2, Licensor may provide written notice to Licensee in the same manner as provided in Section 115(c)(6) of the Copyright Act that, unless the default is fully remedied within thirty (30) days from the date of the notice, this Agreement and any Licenses issued hereunder will be automatically terminated, and that such termination will render the transmission and/or reproduction or both, of any Composition for which royalties have not been fully paid actionable as an act of infringement under Section 501 of the Copyright Act, and fully subject to the remedies provided by Sections 502 through 506 and 509 the Copyright Act; (b) in the event Licensee is in material breach or default of any of its obligations under this Agreement, Licensor may provide written notice to Licensee in the same manner as provided by Section 115(c)(6) of the Copyright Act that, unless the default is fully remedied within thirty (30) days from the date of the notice, this Agreement and any Licenses issued hereunder will be automatically terminated, and that such termination will render the further transmission and/or reproduction, or both, of any Composition actionable as an act of infringement under Section 501 of the Copyright Act, and fully subject to the remedies provided by Sections 502 through 506 and 509 of the Copyright Act. Licensee further understands and agrees that in the case of infringement, irreparable harm may be presumed, and Licensor shall be entitled as appropriate to injunctive relief, in addition to any other remedy that may be available at law or in equity and/or under this Agreement. For the avoidance of doubt, and without limitation, Licensee's breach of any of the obligations imposed by Sections 2, 5 and 6 of this Agreement shall be considered a material breach of, and default under, this Agreement.

7.3 To the extent permitted by applicable law, and without limitation, the occurrence of any of the following events shall also be considered a material breach of and default under this Agreement: (a) Licensee's dissolution and/or the liquidation of all of Licensee's assets; (b) the filing of a petition in bankruptcy or insolvency or for an arrangement or reorganization by, for or against Licensee; (c) the appointment of a receiver or trustee for all or a portion of Licensee's assets; (d) Licensee's assignment of assets for the benefit of creditors; and (e) Licensee's insolvency. Upon the occurrence of any of the events described in items (a) through (e) of this Subsection 7.3, notwithstanding, without limiting and in addition to any other remedy that may be available at law or in equity and/or under this Agreement, this Agreement and all license authority pursuant to any Licenses granted hereunder shall terminate automatically without the requirement of any further action on the part of Licensor.

7.4 Notwithstanding, without limiting and in addition to any other remedy that may be available at law or in equity and/or under this Agreement, including without limitation the remedies set forth in Subsection 7.2, the breach of any

of the provisions set forth in Section 5 shall entitle Licensor to specific performance of such provision and/or to terminate, effective immediately upon the giving of notice, the license authority pursuant to any License granted hereunder.

7.5 Notwithstanding the expiration or termination of this Agreement, Sections 2, 4, 5 and 6 and Subsections 7.1, 7.4, 7.6, 8.2, 8.3, 8.4, 8.5, 8.6 and 8.8 shall to the extent applicable survive and continue to bind the parties and their legal representatives and successors.

7.6 With respect to Ringtones, Ringbacks and any other uses for Covered Devices of any portion of any musical composition owned or controlled by Licensor, Licensee acknowledges and agrees that, as to such portions of such musical compositions, no such uses shall be subject to the provisions of Section 115(c)(3) of the Copyright Law of the United States unless or until so provided by any law, other governmental regulation or judicial decision.

8. **Miscellaneous**

8.1 Notices. All notices hereunder shall be in writing and shall be deemed effective (a) if provided by hand delivery, upon delivery; (b) if provided by overnight courier, one (1) business day following the date sent; and (c) if provided by registered or certified mail, return receipt requested, five (5) business days following the date mailed. Notices shall be sent to the following addresses:

If to Licensor:

To the address set forth above. Attn: Sr. VP, Legal & Business Affairs. Fax: 310/441-9094.

If to Licensee:

To the address set forth above. Attn: _____ REDACTED _____.
Fax: _____ REDACTED _____.

8.2 Publicity. Neither party shall issue any press release or other publicity document concerning this Agreement without the prior written consent of the other party.

8.3 Assignment. This Agreement may not be assigned.

8.4 Entire Agreement; Amendment. This Agreement represents the entire understanding of the parties with respect to the subject matter hereof, supersedes all prior and contemporaneous agreements and understandings of the parties with respect to the subject matter hereof, and may not be altered or amended except in a written instrument executed by both parties.

8.5 Governing Law; Jurisdiction. This Agreement shall be governed by, and construed in accordance with, federal law and/or the laws of the State of New York (without giving effect to conflicts of law principles thereof), as may be applicable. With respect to any action or proceeding arising out of this Agreement, the parties (a) agree that the sole and exclusive venue for such action or proceeding shall be in a court of appropriate jurisdiction located in New York County, New York; (2) agree to the appropriateness of, and waive any objection concerning, the propriety and/or convenience of, proceeding in such venue; and (3) consent to the personal jurisdiction of such court.

8.6 Severability; Waiver. If a court should determine that any part of this Agreement is invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect. Performance of any obligation required of a party hereunder may be waived only by a written waiver signed by a duly authorized officer of the other party, which waiver shall be effective only with respect to the specific obligation described therein.

8.7 Headings. The titles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

8.8 Assistance of Counsel. Each party hereto acknowledges that it has been represented by its own independent counsel, who has reviewed this Agreement and discussed the terms herein with his or her respective client prior to execution.

8.9 Counterparts. This Agreement may be executed in multiple counterparts and delivery of an executed counterpart may be made by facsimile, each such counterpart to be considered and accepted as an original, and all such counterparts together to constitute a single Agreement.

8.10 No Partnership. Nothing herein shall create, expressly or implied, a partnership, joint venture or other association between the parties.

8.11 Confidentiality. Licensee and Licensor agree that all information contained in this license and/or acquired in the course of business shall be kept confidential. Such information shall not be disclosed at any time except to the extent required by a court or other tribunal having jurisdiction or pursuant to rules and regulations of a governmental body. Notwithstanding the foregoing, the parties acknowledge that in certain situations, such as where a license contains a favored nations provision, the information contained in the license may have to be divulged.

8.12 It is a condition of the grant of this license that no Composition is used in conjunction with any visuals of any motion picture, television series or other production in which the Composition was used as a cue and/or soundtrack composition without the written approval from the owner or licensor of the applicable production or property, nor shall any Composition be used with any images substantially similar to such production or which uses or portrays any

of the principal characters or key locations of that production without the written approval from such owner or licensor of the applicable production. In the event that Licensee uses or authorizes such use of the production without the written license of the owner or licensor of the production, then Licensor will be permitted to terminate this license upon giving notice to Licensee without repayment or any monies paid under this license or other liability to Licensee. Licensee must provide Licensor with proof of any such written approval promptly upon request.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date:

REDACTED

THE FAMOUS MUSIC PUBLISHING COMPANIES

By: _____
Print name:
Title:

KENT J. KLAVENS
SENIOR VICE PRESIDENT
LEGAL AND BUSINESS AFFAIRS

EXHIBIT CO 0106

EXECUTED COPY

The Famous Music Publishing Companies
RINGTONE LICENSING AGREEMENT

This agreement ("Agreement") is entered into as of January 1, 2005 ("Effective Date") by and between REDACTED ("Licensee"), and The Famous Music Publishing Companies, 10635 Santa Monica Blvd, Suite #300, Los Angeles, CA 90025 ("Licensor").

WHEREAS, Licensee owns and operates a service pursuant to which excerpts of copyrighted musical compositions ("Musical Works") in the form of Ringtones (as below defined) are digitally reproduced on a central computer server or servers, which Ringtones are subsequently transmitted from such servers and downloaded to Covered Devices (as below defined) ("Service"); and

WHEREAS, in order to operate the Service, Licensee seeks licenses to make Server Fixations (as below defined) and reproduce and distribute Ringtones of Musical Works that are owned and/or controlled wholly or partially by Licensor;

NOW, THEREFORE, in consideration of the promises contained in this Agreement and for other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Licensing

1.1 Pursuant to the terms of this Agreement, and as more particularly described herein, upon receipt of appropriate license requests ("License Requests") from Licensee, Licensor shall issue non-exclusive licenses ("Licenses") to reproduce and distribute Ringtones of Musical Works owned and/or controlled by Licensor (the "Compositions") for use on Licensee's Service in accordance with the terms of this Agreement. The license authority contemplated hereunder and granted pursuant to any License issued hereunder shall include and is limited to: (a) the digital reproduction of Ringtones of Compositions on a central computer server or servers directly owned and/or directly controlled by Licensee and located in the United States (including its territories and possessions and the Commonwealth of Puerto Rico [collectively, the "United States")] ("Servers"), solely for use in connection with the Service ("Server Fixations"); (b) the digital transmission of Ringtones of Compositions from such Servers for streaming or storage on Covered Devices, solely for use in connection with the Service in the territory of the United States only; (c) the reproduction of Ringtones of Compositions on Covered Devices, solely for use in connection with the Service in the United States only ("Ringtone Deliveries"); and (d) the offering of Promotional Ringtones (as below defined) of Compositions, solely for use in connection with the Service.

REDACTED

For purposes of this Agreement:

A "Ringtone" is an excerpt, not to exceed forty five (:45) seconds, of a Composition that is embodied in either (i) a digital file containing codes representing and capable of being rendered into audio and played back as musical notes constituting the work's melody in either monophonic or polyphonic form ("Phonic Ringtone"), or (ii) a digital file representing an excerpt of no more than forty five (:45) seconds of a sound recording of the Composition ("Pre-Recorded Ringtone"). In both cases, such excerpt is generally intended to be digitally transmitted to and stored in an end user's Covered Device and played by such intended destination Covered Device whenever the Covered Device activates its ringing or alert function indicating the arrival of a call, message or other notification (but no advertisements) received by the Covered Device, and is designed to be played by such Covered Device without any other distribution or transmission. Notwithstanding the foregoing, if the Composition excerpt is intended to be streamed and heard by a caller after such caller dials the end user's Covered Device, indicating to the caller that the end user's Covered Device is receiving their call, such audio-only excerpt may be referred to hereunder as a "Ringback." Unless otherwise specifically provided for herein, all terms and conditions hereunder which apply to Ringtones shall also apply to Ringbacks.

A "Covered Device" shall mean a mobile telephone, pager or other portable communications device with a telephonic or messaging function that operates on a wireless communications network regulated by the U.S. Federal Communications Commission pursuant to its rules governing commercial mobile radio services.

A "Promotional Ringtone" shall mean a digital transmission of a Ringtone in streamed form made available to a prospective purchaser free of charge and solely for the purpose of promoting the sale of the Ringtone, and that does not result in a reproduction of any part or all of the Ringtone that is accessible except by such prospective purchaser for an intended one-time promotional playback through the operation of a Covered Device or other device.

"Audiovisual" shall mean synchronized with a visual image (including graphics and/or any other type of imagery) when activated (as described above) on a Covered Device. Notwithstanding the foregoing, if a Covered Device lights up or vibrates in order to notify the consumer of an incoming call, such activity shall not constitute synchronization.

Any arrangements which Licensee shall cause to be made of the Compositions shall be made at Licensee's own expense and shall be created only as the result of employment-for-hire, and such arrangements shall be considered "works made for hire" as such term is used in the United States Copyright Law, and all copyrights therein and all renewals, extensions and reversions thereof throughout the world shall be owned by Licensor, subject to

Licensee's use under this agreement. Arrangers shall not be entitled to authorship credit or status as a collaborator or any remuneration by way of royalty or otherwise from the authors of such Composition or from Licensor or any other designated agents of Licensor or from any society representing composer/publisher interests. This license does not authorize the creation of any recordings which deliberately imitate the featured and commercially exploited vocal performance by an artist of a Composition.

Licensee shall have the right to use up to thirty seconds (:30) of each Composition in a "streamed" digital audio transmission from Licensee's website for the sole purpose of providing consumers with Ringtone samples.

Nothing in this License shall be interpreted or construed in any manner to suggest that Licensee is being granted a license to use sound recordings embodying Compositions. All sound recordings must be cleared prior to any uses of such Compositions (if the sound recordings are owned and/or controlled by third parties).

1.2 All Licenses are subject to prior approval of Licensor. Licensee shall remove a Composition from all of Licensee's servers (and from any other location which allows access to such Composition) within seventy two (72) hours from Licensee's receipt of Licensor's written notice requesting such removal, if such request is due to any type of legal issue relating to the Composition, or a request from the composer (or representative of a composer), owner and/or co-publisher of a Composition.

1.3 Following execution of this Agreement, Licensee may begin submitting License Requests to Licensor (to the attention of Mary Beth Roberts, VP Catalog Development, The Famous Music Publishing Companies, 1633 Broadway, 11th Floor, NY NY 10019, or via email to mary_beth_roberts@paramount.com), which License Requests shall be duly processed by Licensor. Without limitation, Licensee shall include in each License Request (a) the title of the Composition for which a License is being requested; (b) the writer(s) of the Composition; (c) the publisher(s) of the Composition; and (d) whether the Ringtone is a Phonic Ringtone and/or a Pre-Recorded Ringtone and/or a Ringback, (e) the name of the record company that produced the sound recording embodied in a Pre-Recorded Ringtone; (f) the name of the artist; (g) the ISRC number for such sound recording; (h) the total playing time of the Ringtone; (i) the title of an album for which such sound recording has been previously licensed; (j) whether the ringtone is audio-only or audiovisual; and (k) such other information as may be required by Licensor.

1.4 Upon Licensee's request, Licensor shall provide Licensee with an electronic file specifying the Licenses issued under this Agreement (each such report a "Confirmation Report"). To aid Licensee in the calculation of royalties, with

respect to each License, such Confirmation Report shall include, *inter alia*, Licensor's total administrative percentage share of each Composition.

1.5 For the avoidance of doubt, and without limitation, the Licenses granted hereunder do not extend to or cover: (a) any right of public performance (Licensee must obtain the necessary performing rights licenses either from Licensor's duly authorized performing rights societies or Licensor); (b) any copyrights or other rights in sound recordings and/or visual images; (c) any print, display or karaoke rights; (d) any adaptation (derivative work) rights; (e) any merchandising rights; (f) any use of a Composition (whether or not embodied in a sound recording) for a marketing campaign, product tie-in, game or contest or otherwise to advertise, promote or cross-promote any product or service; (g) any use of the title of a Composition, or the name or likeness of any writer, publisher or artist associated with a Composition, except for identification purposes as described in Section 4; (h) use of the lyrics of the Compositions in conjunction with Phonic Ringtones; or (i) any other use of a Composition not specifically and expressly provided for herein. No Composition shall be used in any manner which could be considered in bad taste or in an offensive manner. Licensee shall not use the Compositions in any manner which brings Licensor, any of the composers of the Compositions, or any co-publisher into public disrepute or which reflects adversely on the Compositions. Compositions shall not be isolated or positioned in any way which can be construed as advertising or promoting any product or service (including Licensee). **The license authority under any License issued hereunder is limited to and granted solely with respect to Licensor's administrative share of the Compositions (ie, if Licensor does not administer 100% of a Composition, Licensee must seek and obtain a license from all other third parties who have an interest in such Composition prior to any use of such Composition by Licensee).**

1.6 The license authority contemplated by this Agreement and granted pursuant to any License issued hereunder is limited to Licensee and may not be sublicensed, assigned or otherwise transferred by Licensee except to the extent expressly permitted hereunder.

1.7 It is a condition of the grant of this License that no Composition is positioned or used in conjunction with any visuals and/or property from any motion picture, television series or other production in which such Composition was used as a cue and/or soundtrack composition (or with any images substantially similar to such production or which uses or portrays any of the principal characters or key locations of that production) without further negotiation and license from the owner(s) (or licensor(s)) of the applicable production or property.

2. Reporting and Payment of Royalties

REDACTED

2.1 ~~Licensee shall pay to Licensor an advance of _____, to be recoupable against royalties (but not Initial Server Fixation fees) described hereunder.~~

2.2 Licensee shall account and pay royalties to Licensor quarterly, within forty five (45) days after the end of each calendar quarter, on the basis of (a) the initial server fixation of each audio-only Phonic Ringtone, Audiovisual Phonic Ringtone, audio-only Pre-Recorded Ringtone, Audiovisual Pre-Recorded Ringtone, audio-only Ringback and/or Audiovisual Ringback of a Composition made on any Server (see paragraph 2.3 for more detail) ("Initial Server Fixation"); and (b) each Ringtone delivery in the form of an audio-only Phonic Ringtone ("audio-only Phonic Ringtone Delivery"), Audiovisual Phonic Ringtone ("Audiovisual Phonic Ringtone), audio-only Pre-Recorded Ringtone ("audio-only Pre-Recorded Ringtone Delivery"), Audiovisual Pre-Recorded Ringtone ("Audiovisual Pre-Recorded Ringtone Delivery") and/or Ringback ("Ringback Delivery"). Licensee shall provide Licensor with detailed quarterly statements ("Statements") in electronic or written form in accordance with the format specified by Licensor ("Reporting Format"), whether or not any monies are due to Licensor. With respect to each quarterly reporting period, for each License, Licensee shall specifiy in its Statement (i) the Initial Server Fixation fee (if one is due) for each new Composition added to Licensee's schedule; (ii) the total number of Phonic Ringtone Deliveries and/or total number of Pre-Recorded Ringtone Deliveries (with Ringbacks reported separately from other Ringtones) for each Composition; (iii) the particular retail outlet through which each Ringtone Delivery was made; (iv) the total royalty amount being paid for Initial Server Fixations; (v) the total royalty amount being paid for the Phonic Ringtone Deliveries and/or Pre-Recorded Ringtone Deliveries; and (vi) such other information as may be required by Licensor from time to time. Any royalty computations based upon a percentage of gross revenues generated from Licensee's website (pursuant to paragraph 2.4 below) shall also be reported to Licensor on a quarterly basis. Without limiting Licensor's rights and remedies hereunder, at law or in equity, (i) past-due payments are subject to and to be accompanied by payment of interest thereon at the prime rate found in the Wall Street Journal on the due date plus two percent (2%), compounded daily, from the date(s) upon which each such payment(s) first became due until the date(s) upon which each such payment(s) is remitted to Licensor.

Statements/Accountings/Payments shall be made to:

Famous Music Corporation

10635 Santa Monica Blvd., Suite $300

Los Angeles, CA 90025

Attn: Sr. VP, Finance

Fed ID # 13-0692800

2.3 INITIAL SERVER FIXATION: For each Initial Server Fixation, the fixation fee (non-recoupable) shall be:

(a) REDACTED REDACTED per each version of a Composition for audio-only Ringtones (for example, if both a Phonic and a Pre-Recorded version of a Composition are found on Licensee's server, Licensee shall remit a REDACTED Initial Server Fixation fee);

(b) REDACTED REDACTED per each version of a Composition for Audiovisual Ringtones (for example, if both a Phonic and a Pre-Recorded Audiovisual version of a Composition are found on Licensee's server, Licensee shall remit a REDACTED Initial Server Fixation fee); and

(c) REDACTED REDACTED per each version of a Composition for Ringback use (for example, if both a Phonic Ringtone and a Pre-Recorded Ringback version of a Composition are found on Licensee's server, Licensee shall remit a REDACTED Initial Server Fixation fee);

provided, however, that these amounts shall be proportionately reduced to the extent that Licensor own(s) or control(s) less than 100% of the Composition.

2.4 ROYALTIES:

(a) For each audio-only Phonic Ringtone Delivery or Ringback Delivery of a Composition, the royalty shall be the greater of REDACTED REDACTED of the retail Ringtone selling price to consumers; or of the gross revenues generated (prorated among all publishers) from Licensee's website.

(b) For each audio-only Pre-Recorded Ringtone Delivery or Ringback Delivery of a Composition, the royalty shall be the greater of REDACTED of the retail Ringtone selling price to consumers; or or the gross revenues generated (prorated among all publishers) from Licensee's website.

(c) For each Audiovisual Phonic Ringtone Delivery of a Composition, the royalty shall be the greater of REDACTED retail Ringtone selling price to consumers; or of the gross revenues generated (prorated among all publishers) from Licensee's website.

(d) For each Audiovisual Pre-Recorded Ringtone Delivery of a Composition, the royalty shall be the greater of REDACTED of the retail Ringtone selling price to consumers; or of the gross

revenues generated (prorated among all publishers) from Licensee's website.

Gross revenues include payment of any kind received by Licensee from advertising found on the Ringtone portion of Licensee's website. These per-Composition royalty amounts shall be proportionately reduced to the extent that Licensor own(s) or control(s) less than 100% of a Composition.

2.5 If pursuant to any future law, other governmental regulation or judicial decision Ringtone Deliveries are determined to be digital downloads subject to statutory digital download rates and such statutory digital download rates are higher than the royalty rates found herein, the statutory digital download rates will apply to this License on the effective statutory rate date, if such effective date falls during the Term.

2.6 In the event that a third party (1) music publisher; (2) master recording owner; (3) audiovisual/graphics content provider; and/or (4) non-musical ringtone provider agree with Licensee to any terms (including terms with respect to compensation or consideration) more favorable than those applicable hereunder, then effective as of the date of such third party agreement, this license shall be deemed amended to include such more favorable terms. Upon request, Licensee shall provide Licensor with either copies of the third party agreements or the relevant royalty provisions thereof.

3. **Term**

3.1 The term of this Agreement shall commence as of the Effective Date and terminate three (3) years from the Effective Date (the "Term").

3.2 Upon expiration of the Term, if Licensee wishes to renew this Agreement for an additional one (1) year term, it shall notify Licensor of such desire not later than a date three (3) months prior to the end of the Term. Such notification shall include proposed terms for any such renewal. Any renewal shall be subject to the approval of Licensor, and Licensor reserves the right to propose changes to administrative and other aspects of the Agreement as it deems appropriate. Proposed changes must be approved in writing by Licensor.

3.3 Notwithstanding any of the foregoing, Licensor shall have the right for any reason whatsoever to automatically terminate this License no earlier than two (2) years from the Effective Date, but only upon thirty (30) days written notice to Licensee.

4. **Writer/Publisher Credit**

Licensee shall, to the extent commercially reasonable, include in any graphics and/or imagery displayed in connection with the play of any Audiovisual Ringtone of a Composition written credit in legible form setting forth the names of the Licensor's writer(s) and publisher(s) of such Composition. Additionally, Licensor's writer(s) and publisher(s) of each Composition offered by Licensee as a Ringtone must be displayed on Licensee's website. Inadvertent failure by Licensee to post such notice shall not be considered a breach of this license if Licensee cures such failure within ten (10) business days of receipt of written notice from Licensor.

5. Security

5.1 In connection with the use of any Composition, Licensee shall implement and maintain copy protection and digital rights management technology and systems, including software and/or hardware functional limitations (collectively, "Security Systems") with respect to all aspects of the Service, including without limitation its Servers and operating systems, that (a) are designed to prevent unauthorized reproduction and distribution of the Composition, in the form of Ringtones or otherwise; (b) are sufficient to track and enforce the use limitations contemplated by this Agreement; and (c) meet or exceed current industry standards as they exist from time to time for the licensed delivery of music via digital transmission and its reproduction on devices including, without limitation, Covered Devices.

5.2 In the event it becomes aware of a breach of Licensee's Security Systems ("Security Breach"), whether through its own monitoring efforts, upon being advised by another party (including Licensor) or otherwise, Licensee shall use its best efforts to resolve the Security Breach and restore the full integrity of its Security Systems as quickly as possible. If a solution to the Security Breach is not immediately available (i.e., cannot be implemented within twenty-four (24) hours from the time Licensee becomes aware of the Security Breach), Licensee shall (a) promptly notify Licensor of the Security Breach in writing (unless Licensee learned of the breach from Licensor); and (b) cease all further digital transmission and/or reproduction of Compositions to the extent such activities are or could possibly be affected by the Security Breach, pending full resolution of the Security Breach. In such a case, Licensee (x) shall keep Licensor reasonably apprised of the status of its efforts to resolve the Security Breach; and (y) shall not resume the activities that were suspended pursuant to this Subsection 5.2 until the full integrity of its Security Systems has been restored.

5.3 To the extent Licensee employs third-party technology in order to operate, Licensee shall use its best efforts to maintain and upgrade such technology by (a) diligently monitoring any third-party notifications of bug-fixes, security holes and functionality improvements; and (b) obtaining any available

upgrades and bug-fixes, and installing, testing and distributing such upgrades and bug-fixes as necessary so as to maintain the integrity of its Security Systems.

5.4 Licensee shall use its best efforts to prevent any unauthorized digital transmissions and reproductions of Compositions by operators and users of the Service and/or in any facility, on any device (including Covered Devices), or by any person under the supervision and/or control of Licensee.

6. Royalty and Security Compliance

6.1 Notwithstanding, without limiting and in addition to the general right of Licensor pursuant to industry custom and practice to examine the books and records of Licensee in connection with Licensee's use of the Compositions, Licensor shall be entitled, upon thirty (30) days' notice to Licensee, to conduct an examination of the books, records, operations and Security Systems of Licensee ("Royalty and Security Examination") to determine whether Licensee is in compliance with its reporting, royalty and security obligations under this Agreement. Absent a good-faith basis to believe that Licensee is not in compliance with such obligations, Licensor shall not seek to initiate a Royalty and Security Examination more than once every twelve (12) months or more than six (6) years following the termination of this Agreement.

6.2 During the course of a Royalty and Security Examination, upon request by Licensor or an examiner acting on its behalf, Licensee shall, within three (3) business days (a) provide access to any information that may be called for by such request, including without limitation any (i) books, records, files, logs, reports, compilations, usage data and other documentation, whether in paper or electronic form, that were or could be used or required to generate or verify Licensee's Statements and/or that reflect or summarize Licensees' Statements and/or that verify that all provisions of this license are being complied with by Licensee; (ii) financial information, including books, records, ledgers, reports, and other documentation, reflecting cash receipts and general revenue accounts to the extent such information relates directly or indirectly to the activities licensed under this Agreement; and (iii) files, logs, reports, compilations, testing and monitoring data and other documentation related to and/or reflecting the operation and integrity of Licensee's Security Systems (such information, along with the information described in the items (a)(i) and (a)(ii) of this Subsection 6.2, collectively referred to as "Documentation"); and (b) through the assistance of personnel who are familiar with the technical and operational aspects of Licensee's computer, hardware, software, Security Systems (collectively, "Operational Systems") who are to be made available by Licensee, provide real-time and/or historical access to such Operational Systems, as requested, sufficient to permit Licensor or its examiner(s) to

conduct meaningful tests and analysis to verify that (i) the Operational Systems are properly and accurately tracking and reporting the use of the Compositions, and royalties payable therefor, as contemplated by the terms of this Agreement; and (ii) the Operational Systems are in compliance with the security requirements set forth in Section 5 of this Agreement. Licensee shall provide the information, systems access and personnel required by this Subsection 6.2 free of charge and, unless otherwise agreed by Licensor or its examiner(s), at Licensee's place of business.

6.3 During the course of and/or following completion of the Royalty and Security Examination, upon request by Licensor or an examiner acting on its behalf, Licensee shall make available company personnel at an appropriate level of seniority and/or technical ability to discuss and/or resolve particular issues and findings arising out of such examination.

6.4 Licensee shall maintain any and all Documentation that reasonably might be expected to be relevant to Licensor's conduct of a Royalty and Security Examination for a period of at least six (6) years following the expiration or termination of this Agreement, unless there is a Royalty and Security Examination in progress or not fully resolved as of the expiration of such period, in which case the Documentation shall be maintained until the Royalty and Security Examination is fully resolved to the satisfaction of Licensor.

6.5 If a royalty examination reveals a nonpayment or underpayment of royalties due to Licensor, the amounts determined to be owing shall be subject to interest payable at the rate of prime plus two percent (2%) compounded daily calculated from the date the royalties were due to be paid under the applicable reporting period to the date of ultimate payment to Licensor.

7. Termination/Default

7.1 All license authority pursuant to Licenses issued hereunder shall terminate upon the expiration or termination of this Agreement (unless such Licenses are renewed pursuant to a renewal of this Agreement as contemplated under Section 3, in which case the terms of renewal shall apply as appropriate), and any further transmission and/or reproduction of any Composition after the expiration of this Agreement shall be prohibited and actionable as an act of infringement under, and fully subject to the remedies provided by, the Copyright Act. Notwithstanding the foregoing, provided that the Agreement has not been terminated due to Licensee's breach or default, any Server Fixations existing on Servers and/or Ringtone Deliveries existing on Covered Devices as of the expiration of the Agreement may remain on such Servers and Covered Devices; provided, however, that such existing Server Fixations (in addition to the Ringtone Deliveries) may not be further reproduced or distributed after the expiration of the Agreement.

7.2 Notwithstanding, without limiting and in addition to any other remedy that may be available at law or in equity and/or under this Agreement, Licensee understands and agrees that: (a) in the event Licensee fails to account to Licensor and pay royalties provided for in Section 2, Licensor may provide written notice to Licensee in the same manner as provided in Section 115(c)(6) of the Copyright Act that, unless the default is fully remedied within thirty (30) days from the date of the notice, this Agreement and any Licenses issued hereunder will be automatically terminated, and that such termination will render the transmission and/or reproduction or both, of any Composition for which royalties have not been fully paid actionable as an act of infringement under Section 501 of the Copyright Act, and fully subject to the remedies provided by Sections 502 through 506 and 509 the Copyright Act; (b) in the event Licensee is in material breach or default of any of its obligations under this Agreement, Licensor may provide written notice to Licensee in the same manner as provided by Section 115(c)(6) of the Copyright Act that, unless the default is fully remedied within thirty (30) days from the date of the notice, this Agreement and any Licenses issued hereunder will be automatically terminated, and that such termination will render the further transmission and/or reproduction, or both, of any Composition actionable as an act of infringement under Section 501 of the Copyright Act; and fully subject to the remedies provided by Sections 502 through 506 and 509 of the Copyright Act. Licensee further understands and agrees that in the case of infringement, irreparable harm may be presumed, and Licensor shall be entitled as appropriate to injunctive relief, in addition to any other remedy that may be available at law or in equity and/or under this Agreement. For the avoidance of doubt, and without limitation, Licensee's breach of any of the obligations imposed by Sections 2, 5 and 6 of this Agreement shall be considered a material breach of, and default under, this Agreement.

7.3 To the extent permitted by applicable law, and without limitation, the occurrence of any of the following events shall also be considered a material breach of and default under this Agreement: (a) Licensee's dissolution and/or the liquidation of all of Licensee's assets; (b) the filing of a petition in bankruptcy or insolvency or for an arrangement or reorganization by, for or against Licensee; (c) the appointment of a receiver or trustee for all or a portion of Licensee's assets; (d) Licensee's assignment of assets for the benefit of creditors; and (e) Licensee's insolvency. Upon the occurrence of any of the events described in items (a) through (e) of this Subsection 7.3, notwithstanding, without limiting and in addition to any other remedy that may be available at law or in equity and/or under this Agreement, this Agreement and all license authority pursuant to any Licenses granted hereunder shall terminate automatically without the requirement of any further action on the part of Licensor.

7.4 Notwithstanding, without limiting and in addition to any other remedy that may be available at law or in equity and/or under this Agreement, including without limitation the remedies set forth in Subsection 7.2, the breach of any

of the provisions set forth in Section 5 shall entitle Licensor to specific performance of such provision and/or to terminate, effective immediately upon the giving of notice, the license authority pursuant to any License granted hereunder.

7.5 Notwithstanding the expiration or termination of this Agreement, Sections 2, 4, 5 and 6 and Subsections 7.1, 7.4, 7.6, 8.2, 8.3, 8.4, 8.5, 8.6 and 8.8 shall to the extent applicable survive and continue to bind the parties and their legal representatives and successors.

7.6 With respect to Ringtones, Ringbacks and any other uses for Covered Devices of any portion of any musical composition owned or controlled by Licensor, Licensee acknowledges and agrees that, as to such portions of such musical compositions, no such uses shall be subject to the provisions of Section 115(c)(3) of the Copyright Law of the United States unless or until so provided by any law, other governmental regulation or judicial decision.

8. Miscellaneous

8.1 Notices. All notices hereunder shall be in writing and shall be deemed effective (a) if provided by hand delivery, upon delivery; (b) if provided by overnight courier, one (1) business day following the date sent; and (c) if provided by registered or certified mail, return receipt requested, five (5) business days following the date mailed. Notices shall be sent to the following addresses:

If to Licensor:

To the address set forth above. Attn: Sr. VP, Legal & Business Affairs. Fax: 310/441-9094.

If to Licensee:

To the address set forth above. Attn: REDACTED
Fax:

8.2 Publicity. Neither party shall issue any press release or other publicity document concerning this Agreement without the prior written consent of the other party.

8.3 Assignment. This Agreement may not be assigned.

8.4 Entire Agreement; Amendment. This Agreement represents the entire understanding of the parties with respect to the subject matter hereof, supersedes all prior and contemporaneous agreements and understandings of the parties with respect to the subject matter hereof, and may not be altered or amended except in a written instrument executed by both parties.

8.5 Governing Law; Jurisdiction. This Agreement shall be governed by, and construed in accordance with, federal law and/or the laws of the State of New York (without giving effect to conflicts of law principles thereof), as may be applicable. With respect to any action or proceeding arising out of this Agreement, the parties (a) agree that the sole and exclusive venue for such action or proceeding shall be in a court of appropriate jurisdiction located in New York County, New York; (2) agree to the appropriateness of, and waive any objection concerning, the propriety and/or convenience of, proceeding in such venue; and (3) consent to the personal jurisdiction of such court.

8.6 Severability; Waiver. If a court should determine that any part of this Agreement is invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect. Performance of any obligation required of a party hereunder may be waived only by a written waiver signed by a duly authorized officer of the other party, which waiver shall be effective only with respect to the specific obligation described therein.

8.7 Headings. The titles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

8.8 Assistance of Counsel. Each party hereto acknowledges that it has been represented by its own independent counsel, who has reviewed this Agreement and discussed the terms herein with his or her respective client prior to execution.

8.9 Counterparts. This Agreement may be executed in multiple counterparts and delivery of an executed counterpart may be made by facsimile, each such counterpart to be considered and accepted as an original, and all such counterparts together to constitute a single Agreement.

8.10 No Partnership. Nothing herein shall create, expressly or implied, a partnership, joint venture or other association between the parties.

8.11 Confidentiality. Licensee and Licensor agree that all information contained in this license and/or acquired in the course of business shall be kept confidential. Such information shall not be disclosed at any time except to the extent required by a court or other tribunal having jurisdiction or pursuant to rules and regulations of a governmental body. Notwithstanding the foregoing, the parties acknowledge that in certain situations, such as where a license contains a favored nations provision, the information contained in the license may have to be divulged.

8.12 It is a condition of the grant of this license that no Composition is used in conjunction with any visuals of any motion picture, television series or other production in which the Composition was used as a cue and/or soundtrack composition without the written approval from the owner or licensor of the applicable production or property, nor shall any Composition be used with any images substantially similar to such production or which uses or portrays any

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of the principal characters or key locations of that production without the written approval from such owner or licensor of the applicable production. In the event that Licensee uses or authorizes such use of the production without the written license of the owner or licensor of the production, then Licensor will be permitted to terminate this license upon giving notice to Licensee without repayment or any monies paid under this license or other liability to Licensee. Licensee must provide Licensor with proof of any such written approval promptly upon request.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date:

REDACTED

THE FAMOUS MUSIC PUBLISHING COMPANIES

By: _____
Print name:
Title: KENT J. KLAVENS
SENIOR VICE PRESIDENT
LEGAL AND BUSINESS AFFAIRS

EXHIBIT CO 0107

#431

EXECUTED COPY

The Famous Music Publishing Companies
RINGTONE LICENSING AGREEMENT

This agreement ("Agreement") is entered into as of January 1, 2005 ("Effective Date") by and between REDACTED ("Licensee"), and The Famous Music Publishing Companies, 10635 Santa Monica Blvd, Suite #300, Los Angeles, CA 90025 ("Licensor").

WHEREAS, Licensee owns and operates a service pursuant to which excerpts of copyrighted musical compositions ("Musical Works") in the form of Ringtones (as below defined) are digitally reproduced on a central computer server or servers, which Ringtones are subsequently transmitted from such servers and downloaded to Covered Devices (as below defined) ("Service"); and

WHEREAS, in order to operate the Service, Licensee seeks licenses to make Server Fixations (as below defined) and reproduce and distribute Ringtones of Musical Works that are owned and/or controlled wholly or partially by Licensor;

NOW, THEREFORE, in consideration of the promises contained in this Agreement and for other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Licensing

1.1 Pursuant to the terms of this Agreement, and as more particularly described herein, upon receipt of appropriate license requests ("License Requests") from Licensee, Licensor shall issue non-exclusive licenses ("Licenses") to reproduce and distribute Ringtones of Musical Works owned and/or controlled by Licensor (the "Compositions") for use on Licensee's Service in accordance with the terms of this Agreement. The license authority contemplated hereunder and granted pursuant to any License issued hereunder shall include and is limited to: (a) the digital reproduction of Ringtones of Compositions on a central computer server or servers directly owned and/or directly controlled by Licensee and located in the United States (including its territories and possessions and the Commonwealth of Puerto Rico [collectively, the "United States"]] ("Servers"), solely for use in connection with the Service ("Server Fixations"); (b) the digital transmission of Ringtones of Compositions from such Servers for streaming or storage on Covered Devices, solely for use in connection with the Service in the territory of the United States only; (c) the reproduction of Ringtones of Compositions on Covered Devices, solely for use in connection with the Service in the United States only ("Ringtone Deliveries"); and (d) the offering of Promotional Ringtones (as below defined) of Compositions, solely for use in connection with the Service.

For purposes of this Agreement:

A "Ringtone" is an excerpt, not to exceed forty five (:45) seconds, of a Composition that is embodied in either (i) a digital file containing codes representing and capable of being rendered into audio and played back as musical notes constituting the work's melody in either monophonic or polyphonic form ("Phonic Ringtone"), or (ii) a digital file representing an excerpt of no more than forty five (:45) seconds of a sound recording of the Composition ("Pre-Recorded Ringtone"). In both cases, such excerpt is generally intended to be digitally transmitted to and stored in an end user's Covered Device and played by such intended destination Covered Device whenever the Covered Device activates its ringing or alert function indicating the arrival of a call, message or other notification (but no advertisements) received by the Covered Device, and is designed to be played by such Covered Device without any other distribution or transmission. Notwithstanding the foregoing, if the Composition excerpt is intended to be streamed and heard by a caller after such caller dials the end user's Covered Device, indicating to the caller that the end user's Covered Device is receiving their call, such audio-only excerpt may be referred to hereunder as a "Ringback." Unless otherwise specifically provided for herein, all terms and conditions hereunder which apply to Ringtones shall also apply to Ringbacks.

A "Covered Device" shall mean a mobile telephone, pager or other portable communications device with a telephonic or messaging function that operates on a wireless communications network regulated by the U.S. Federal Communications Commission pursuant to its rules governing commercial mobile radio services.

A "Promotional Ringtone" shall mean a digital transmission of a Ringtone in streamed form made available to a prospective purchaser free of charge and solely for the purpose of promoting the sale of the Ringtone, and that does not result in a reproduction of any part or all of the Ringtone that is accessible except by such prospective purchaser for an intended one-time promotional playback through the operation of a Covered Device or other device.

"Audiovisual" shall mean synchronized with a visual image (including graphics and/or any other type of imagery) when activated (as described above) on a Covered Device. Notwithstanding the foregoing, if a Covered Device lights up or vibrates in order to notify the consumer of an incoming call, such activity shall not constitute synchronization.

Any arrangements which Licensee shall cause to be made of the Compositions shall be made at Licensee's own expense and shall be created only as the result of employment-for-hire, and such arrangements shall be considered "works made for hire" as such term is used in the United States Copyright Law, and all copyrights therein and all renewals, extensions and reversions thereof throughout the world shall be owned by Licensor, subject to

Licensee's use under this agreement. Arrangers shall not be entitled to authorship credit or status as a collaborator or any remuneration by way of royalty or otherwise from the authors of such Composition or from Licensor or any other designated agents of Licensor or from any society representing composer/publisher interests. This license does not authorize the creation of any recordings which deliberately imitate the featured and commercially exploited vocal performance by an artist of a Composition.

Licensee shall have the right to use up to thirty seconds (:30) of each Composition in a "streamed" digital audio transmission from Licensee's website for the sole purpose of providing consumers with Ringtone samples.

Nothing in this License shall be interpreted or construed in any manner to suggest that Licensee is being granted a license to use sound recordings embodying Compositions. All sound recordings must be cleared prior to any uses of such Compositions (if the sound recordings are owned and/or controlled by third parties).

1.2 All Licenses are subject to prior approval of Licensor. Licensee shall remove a Composition from all of Licensee's servers (and from any other location which allows access to such Composition) within seventy two (72) hours from Licensee's receipt of Licensor's written notice requesting such removal, if such request is due to any type of legal issue relating to the Composition, or a request from the composer (or representative of a composer), owner and/or co-publisher of a Composition.

1.3 Following execution of this Agreement, Licensee may begin submitting License Requests to Licensor (to the attention of Mary Beth Roberts, VP Catalog Development, The Famous Music Publishing Companies, 1633 Broadway, 11th Floor, NY NY 10019, or via email to mary_beth_roberts@paramount.com), which License Requests shall be duly processed by Licensor. Without limitation, Licensee shall include in each License Request (a) the title of the Composition for which a License is being requested; (b) the writer(s) of the Composition; (c) the publisher(s) of the Composition; and (d) whether the Ringtone is a Phonic Ringtone and/or a Pre-Recorded Ringtone and/or a Ringback, (e) the name of the record company that produced the sound recording embodied in a Pre-Recorded Ringtone; (f) the name of the artist; (g) the ISRC number for such sound recording; (h) the total playing time of the Ringtone; (i) the title of an album for which such sound recording has been previously licensed; (j) whether the ringtone is audio-only or audiovisual; and (k) such other information as may be required by Licensor.

1.4 Upon Licensee's request, Licensor shall provide Licensee with an electronic file specifying the Licenses issued under this Agreement (each such report a "Confirmation Report"). To aid Licensee in the calculation of royalties, with

respect to each License, such Confirmation Report shall include, *inter alia*, Licensor's total administrative percentage share of each Composition.

1.5 For the avoidance of doubt, and without limitation, the Licenses granted hereunder do not extend to or cover: (a) any right of public performance (Licensee must obtain the necessary performing rights licenses either from Licensor's duly authorized performing rights societies or Licensor); (b) any copyrights or other rights in sound recordings and/or visual images; (c) any print, display or karaoke rights; (d) any adaptation (derivative work) rights; (e) any merchandising rights; (f) any use of a Composition (whether or not embodied in a sound recording) for a marketing campaign, product tie-in, game or contest or otherwise to advertise, promote or cross-promote any product or service; (g) any use of the title of a Composition, or the name or likeness of any writer, publisher or artist associated with a Composition, except for identification purposes as described in Section 4; (h) use of the lyrics of the Compositions in conjunction with Phonic Ringtones; or (i) any other use of a Composition not specifically and expressly provided for herein. No Composition shall be used in any manner which could be considered in bad taste or in an offensive manner. Licensee shall not use the Compositions in any manner which brings Licensor, any of the composers of the Compositions, or any co-publisher into public disrepute or which reflects adversely on the Compositions. Compositions shall not be isolated or positioned in any way which can be construed as advertising or promoting any product or service (including Licensee). **The license authority under any License issued hereunder is limited to and granted solely with respect to Licensor's administrative share of the Compositions (ie, if Licensor does not administer 100% of a Composition, Licensee must seek and obtain a license from all other third parties who have an interest in such Composition prior to any use of such Composition by Licensee).**

1.6 The license authority contemplated by this Agreement and granted pursuant to any License issued hereunder is limited to Licensee and may not be sublicensed, assigned or otherwise transferred by Licensee except to the extent expressly permitted hereunder.

1.7 It is a condition of the grant of this License that no Composition is positioned or used in conjunction with any visuals and/or property from any motion picture, television series or other production in which such Composition was used as a cue and/or soundtrack composition (or with any images substantially similar to such production or which uses or portrays any of the principal characters or key locations of that production) without further negotiation and license from the owner(s) (or licensor(s)) of the applicable production or property.

2. **Reporting and Payment of Royalties**

2.1 Licensee shall pay to Licensor an advance of REDACTED to be recoupable against royalties (but not Initial Server Fixation fees) described hereunder. **Such advance shall be payable upon recoupment of all outstanding advances against royalties paid to Licensor under the June 10, 2002 Ringtone License between Famous Music Corporation and** REDACTED **, and the January 13, 2004 Term Extension amendment to such June 10, 2002 Ringtone License.**

2.2 Licensee shall account and pay royalties to Licensor quarterly, within forty-five (45) days after the end of each calendar quarter, on the basis of (a) the initial server fixation of each audio-only Phonic Ringtone, Audiovisual Phonic Ringtone, audio-only Pre-Recorded Ringtone, Audiovisual Pre-Recorded Ringtone, audio-only Ringback and/or Audiovisual Ringback of a Composition made on any Server (see paragraph 2.3 for more detail) ("Initial Server Fixation"); and (b) each Ringtone delivery in the form of an audio-only Phonic Ringtone ("audio-only Phonic Ringtone Delivery"), Audiovisual Phonic Ringtone ("Audiovisual Phonic Ringtone), audio-only Pre-Recorded Ringtone ("audio-only Pre-Recorded Ringtone Delivery"), Audiovisual Pre-Recorded Ringtone ("Audiovisual Pre-Recorded Ringtone Delivery") and/or Ringback ("Ringback Delivery"). Licensee shall provide Licensor with detailed quarterly statements ("Statements") in electronic or written form in accordance with the format specified by Licensor ("Reporting Format"), whether or not any monies are due to Licensor. With respect to each quarterly reporting period, for each License, Licensee shall specifiy in its Statement (i) the Initial Server Fixation fee (if one is due) for each new Composition added to Licensee's schedule; (ii) the total number of Phonic Ringtone Deliveries and/or total number of Pre-Recorded Ringtone Deliveries (with Ringbacks reported separately from other Ringtones) for each Composition; (iii) the particular retail outlet through which each Ringtone Delivery was made; (iv) the total royalty amount being paid for Initial Server Fixations; (v) the total royalty amount being paid for the Phonic Ringtone Deliveries and/or Pre-Recorded Ringtone Deliveries; and (vi) such other information as may be required by Licensor from time to time. Any royalty computations based upon a percentage of gross revenues generated from Licensee's website (pursuant to paragraph 2.4 below) shall also be reported to Licensor on a quarterly basis. Without limiting Licensor's rights and remedies hereunder, at law or in equity, (i) past-due payments are subject to and to be accompanied by payment of interest thereon at the prime rate found in the Wall Street Journal on the due date plus two percent (2%), compounded daily, from the date(s) upon which each such payment(s) first became due until the date(s) upon which each such payment(s) is remitted to Licensor.

Statements/Accountings/Payments shall be made to:

Famous Music Corporation

10635 Santa Monica Blvd., Suite $300

Los Angeles, CA 90025

Attn: Sr. VP, Finance

Fed ID # 13-0692800

2.3 INITIAL SERVER FIXATION: For each Initial Server Fixation, the fixation fee (non-recoupable) shall be:

(a) REDACTED per each version of a Composition for audio-only Ringtones (for example, if both a Phonic and a Pre-Recorded version of a Composition are found on Licensee's server, Licensee shall remit a REDACTED Initial Server Fixation fee);

(b) REDACTED per each version of a Composition for Audiovisual Ringtones (for example, if both a Phonic and a Pre-Recorded Audiovisual version of a Composition are found on Licensee's server, Licensee shall remit a REDACTED Initial Server Fixation fee); and

(c) REDACTED per each version of a Composition for Ringback use (for example, if both a Phonic Ringtone and a Pre-Recorded Ringback version of a Composition are found on Licensee's server, Licensee shall remit a REDACTED Initial Server Fixation fee);

provided, however, that these amounts shall be proportionately reduced to the extent that Licensor own(s) or control(s) less than 100% of the Composition.

2.4 ROYALTIES:

(a) For each audio-only Phonic Ringtone Delivery or Ringback Delivery of a Composition, the royalty shall be the greater of REDACTED REDACTED of the retail Ringtone selling price to consumers; or of the gross revenues generated (prorated among all publishers) from Licensee's website.

(b) For each audio-only Pre-Recorded Ringtone Delivery or Ringback Delivery of a Composition, the royalty shall be the greater of REDACTED of the retail Ringtone selling price to consumers; or of the gross revenues generated (prorated among all publishers) from Licensee's website.

(c) For each Audiovisual Phonic Ringtone Delivery of a Composition, the royalty shall be the greater of REDACTED of the

retail Ringtone selling price to consumers; or REDACTED of the gross revenues generated (prorated among all publishers) from Licensee's website.

(d) For each Audiovisual Pre-Recorded Ringtone Delivery of a Composition, the royalty shall be the greater of REDACTED of the retail Ringtone selling price to consumers; or of the gross revenues generated (prorated among all publishers) from Licensee's website.

Gross revenues include payment of any kind received by Licensee from advertising found on the Ringtone portion of Licensee's website. These per-Composition royalty amounts shall be proportionately reduced to the extent that Licensor own(s) or control(s) less than 100% of a Composition.

2.5 If pursuant to any future law, other governmental regulation or judicial decision Ringtone Deliveries are determined to be digital downloads subject to statutory digital download rates and such statutory digital download rates are higher than the royalty rates found herein, the statutory digital download rates will apply to this License on the effective statutory rate date, if such effective date falls during the Term.

2.6 In the event that a third party (1) music publisher; (2) master recording owner; (3) audiovisual/graphics content provider; and/or (4) non-musical ringtone provider agree with Licensee to any terms (including terms with respect to compensation or consideration) more favorable than those applicable hereunder, then effective as of the date of such third party agreement, this license shall be deemed amended to include such more favorable terms. Upon request, Licensee shall provide Licensor with either copies of the third party agreements or the relevant royalty provisions thereof.

3. Term

3.1 The term of this Agreement shall commence as of the Effective Date and terminate three (3) years from the Effective Date (the "Term").

3.2 Upon expiration of the Term, if Licensee wishes to renew this Agreement for an additional one (1) year term, it shall notify Licensor of such desire not later than a date three (3) months prior to the end of the Term. Such notification shall include proposed terms for any such renewal. Any renewal shall be subject to the approval of Licensor, and Licensor reserves the right to propose changes to administrative and other aspects of the Agreement as it deems appropriate. Proposed changes must be approved in writing by Licensor.

3.3 Notwithstanding any of the foregoing, Licensor shall have the right for any reason whatsoever to automatically terminate this License no earlier than two (2) years from the Effective Date, but only upon thirty (30) days written notice to Licensee.

4. Writer/Publisher Credit

Licensee shall, to the extent commercially reasonable, include in any graphics and/or imagery displayed in connection with the play of any Audiovisual Ringtone of a Composition written credit in legible form setting forth the names of the Licensor's writer(s) and publisher(s) of such Composition. Additionally, Licensor's writer(s) and publisher(s) of each Composition offered by Licensee as a Ringtone must be displayed on Licensee's website. Inadvertent failure by Licensee to post such notice shall not be considered a breach of this license if Licensee cures such failure within ten (10) business days of receipt of written notice from Licensor.

5. Security

5.1 In connection with the use of any Composition, Licensee shall implement and maintain copy protection and digital rights management technology and systems, including software and/or hardware functional limitations (collectively, "Security Systems") with respect to all aspects of the Service, including without limitation its Servers and operating systems, that (a) are designed to prevent unauthorized reproduction and distribution of the Composition, in the form of Ringtones or otherwise; (b) are sufficient to track and enforce the use limitations contemplated by this Agreement; and (c) meet or exceed current industry standards as they exist from time to time for the licensed delivery of music via digital transmission and its reproduction on devices including, without limitation, Covered Devices.

5.2 In the event it becomes aware of a breach of Licensee's Security Systems ("Security Breach"), whether through its own monitoring efforts, upon being advised by another party (including Licensor) or otherwise, Licensee shall use its best efforts to resolve the Security Breach and restore the full integrity of its Security Systems as quickly as possible. If a solution to the Security Breach is not immediately available (i.e., cannot be implemented within twenty-four (24) hours from the time Licensee becomes aware of the Security Breach), Licensee shall (a) promptly notify Licensor of the Security Breach in writing (unless Licensee learned of the breach from Licensor); and (b) cease all further digital transmission and/or reproduction of Compositions to the extent such activities are or could possibly be affected by the Security Breach, pending full resolution of the Security Breach. In such a case, Licensee (x) shall keep Licensor reasonably apprised of the status of its efforts to resolve the Security Breach; and (y) shall not resume the activities that were

suspended pursuant to this Subsection 5.2 until the full integrity of its Security Systems has been restored.

5.3 To the extent Licensee employs third-party technology in order to operate, Licensee shall use its best efforts to maintain and upgrade such technology by (a) diligently monitoring any third-party notifications of bug-fixes, security holes and functionality improvements; and (b) obtaining any available upgrades and bug-fixes, and installing, testing and distributing such upgrades and bug-fixes as necessary so as to maintain the integrity of its Security Systems.

5.4 Licensee shall use its best efforts to prevent any unauthorized digital transmissions and reproductions of Compositions by operators and users of the Service and/or in any facility, on any device (including Covered Devices), or by any person under the supervision and/or control of Licensee.

6. Royalty and Security Compliance

6.1 Notwithstanding, without limiting and in addition to the general right of Licensor pursuant to industry custom and practice to examine the books and records of Licensee in connection with Licensee's use of the Compositions, Licensor shall be entitled, upon thirty (30) days' notice to Licensee, to conduct an examination of the books, records, operations and Security Systems of Licensee ("Royalty and Security Examination") to determine whether Licensee is in compliance with its reporting, royalty and security obligations under this Agreement. Absent a good-faith basis to believe that Licensee is not in compliance with such obligations, Licensor shall not seek to initiate a Royalty and Security Examination more than once every twelve (12) months or more than six (6) years following the termination of this Agreement.

6.2 During the course of a Royalty and Security Examination, upon request by Licensor or an examiner acting on its behalf, Licensee shall, within three (3) business days (a) provide access to any information that may be called for by such request, including without limitation any (i) books, records, files, logs, reports, compilations, usage data and other documentation, whether in paper or electronic form, that were or could be used or required to generate or verify Licensee's Statements and/or that reflect or summarize Licensees' Statements and/or that verify that all provisions of this license are being complied with by Licensee; (ii) financial information, including books, records, ledgers, reports, and other documentation, reflecting cash receipts and general revenue accounts to the extent such information relates directly or indirectly to the activities licensed under this Agreement; and (iii) files, logs, reports, compilations, testing and monitoring data and other documentation related to and/or reflecting the operation and integrity of Licensee's Security Systems

(such information, along with the information described in the items (a)(i) and (a)(ii) of this Subsection 6.2, collectively referred to as "Documentation"); and (b) through the assistance of personnel who are familiar with the technical and operational aspects of Licensee's computer, hardware, software, Security Systems (collectively, "Operational Systems") who are to be made available by Licensee, provide real-time and/or historical access to such Operational Systems, as requested, sufficient to permit Licensor or its examiner(s) to conduct meaningful tests and analysis to verify that (i) the Operational Systems are properly and accurately tracking and reporting the use of the Compositions, and royalties payable therefor, as contemplated by the terms of this Agreement; and (ii) the Operational Systems are in compliance with the security requirements set forth in Section 5 of this Agreement. Licensee shall provide the information, systems access and personnel required by this Subsection 6.2 free of charge and, unless otherwise agreed by Licensor or its examiner(s), at Licensee's place of business.

6.3 During the course of and/or following completion of the Royalty and Security Examination, upon request by Licensor or an examiner acting on its behalf, Licensee shall make available company personnel at an appropriate level of seniority and/or technical ability to discuss and/or resolve particular issues and findings arising out of such examination.

6.4 Licensee shall maintain any and all Documentation that reasonably might be expected to be relevant to Licensor's conduct of a Royalty and Security Examination for a period of at least six (6) years following the expiration or termination of this Agreement, unless there is a Royalty and Security Examination in progress or not fully resolved as of the expiration of such period, in which case the Documentation shall be maintained until the Royalty and Security Examination is fully resolved to the satisfaction of Licensor.

6.5 If a royalty examination reveals a nonpayment or underpayment of royalties due to Licensor, the amounts determined to be owing shall be subject to interest payable at the rate of prime plus two percent (2%) compounded daily calculated from the date the royalties were due to be paid under the applicable reporting period to the date of ultimate payment to Licensor.

7. Termination/Default

7.1 All license authority pursuant to Licenses issued hereunder shall terminate upon the expiration or termination of this Agreement (unless such Licenses are renewed pursuant to a renewal of this Agreement as contemplated under Section 3, in which case the terms of renewal shall apply as appropriate), and any further transmission and/or reproduction of any Composition after the expiration of this Agreement shall be prohibited and actionable as an act of infringement under, and fully subject to the remedies provided by, the Copyright Act. Notwithstanding the foregoing, provided that the Agreement

has not been terminated due to Licensee's breach or default, any Server Fixations existing on Servers and/or Ringtone Deliveries existing on Covered Devices as of the expiration of the Agreement may remain on such Servers and Covered Devices; provided, however, that such existing Server Fixations (in addition to the Ringtone Deliveries) may not be further reproduced or distributed after the expiration of the Agreement.

7.2 Notwithstanding, without limiting and in addition to any other remedy that may be available at law or in equity and/or under this Agreement, Licensee understands and agrees that: (a) in the event Licensee fails to account to Licensor and pay royalties provided for in Section 2, Licensor may provide written notice to Licensee in the same manner as provided in Section 115(c)(6) of the Copyright Act that, unless the default is fully remedied within thirty (30) days from the date of the notice, this Agreement and any Licenses issued hereunder will be automatically terminated, and that such termination will render the transmission and/or reproduction or both, of any Composition for which royalties have not been fully paid actionable as an act of infringement under Section 501 of the Copyright Act, and fully subject to the remedies provided by Sections 502 through 506 and 509 the Copyright Act; (b) in the event Licensee is in material breach or default of any of its obligations under this Agreement, Licensor may provide written notice to Licensee in the same manner as provided by Section 115(c)(6) of the Copyright Act that, unless the default is fully remedied within thirty (30) days from the date of the notice, this Agreement and any Licenses issued hereunder will be automatically terminated, and that such termination will render the further transmission and/or reproduction, or both, of any Composition actionable as an act of infringement under Section 501 of the Copyright Act, and fully subject to the remedies provided by Sections 502 through 506 and 509 of the Copyright Act. Licensee further understands and agrees that in the case of infringement, irreparable harm may be presumed, and Licensor shall be entitled as appropriate to injunctive relief, in addition to any other remedy that may be available at law or in equity and/or under this Agreement. For the avoidance of doubt, and without limitation, Licensee's breach of any of the obligations imposed by Sections 2, 5 and 6 of this Agreement shall be considered a material breach of, and default under, this Agreement.

7.3 To the extent permitted by applicable law, and without limitation, the occurrence of any of the following events shall also be considered a material breach of and default under this Agreement: (a) Licensee's dissolution and/or the liquidation of all of Licensee's assets; (b) the filing of a petition in bankruptcy or insolvency or for an arrangement or reorganization by, for or against Licensee; (c) the appointment of a receiver or trustee for all or a portion of Licensee's assets; (d) Licensee's assignment of assets for the benefit of creditors; and (e) Licensee's insolvency. Upon the occurrence of any of the events described in items (a) through (e) of this Subsection 7.3, notwithstanding, without limiting and in addition to any other remedy that may be available at law or in equity and/or under this Agreement, this

Agreement and all license authority pursuant to any Licenses granted hereunder shall terminate automatically without the requirement of any further action on the part of Licensor.

7.4 Notwithstanding, without limiting and in addition to any other remedy that may be available at law or in equity and/or under this Agreement, including without limitation the remedies set forth in Subsection 7.2, the breach of any of the provisions set forth in Section 5 shall entitle Licensor to specific performance of such provision and/or to terminate, effective immediately upon the giving of notice, the license authority pursuant to any License granted hereunder.

7.5 Notwithstanding the expiration or termination of this Agreement, Sections 2, 4, 5 and 6 and Subsections 7.1, 7.4, 7.6, 8.2, 8.3, 8.4, 8.5, 8.6 and 8.8 shall to the extent applicable survive and continue to bind the parties and their legal representatives and successors.

7.6 With respect to Ringtones, Ringbacks and any other uses for Covered Devices of any portion of any musical composition owned or controlled by Licensor, Licensee acknowledges and agrees that, as to such portions of such musical compositions, no such uses shall be subject to the provisions of Section 115(c)(3) of the Copyright Law of the United States unless or until so provided by any law, other governmental regulation or judicial decision.

8. **Miscellaneous**

8.1 Notices. All notices hereunder shall be in writing and shall be deemed effective (a) if provided by hand delivery, upon delivery; (b) if provided by overnight courier, one (1) business day following the date sent; and (c) if provided by registered or certified mail, return receipt requested, five (5) business days following the date mailed. Notices shall be sent to the following addresses:

If to Licensor:

To the address set forth above. Attn: Sr. VP, Legal & Business Affairs. Fax: 310/441-9094.

If to Licensee:

To the address set forth above. Attn: REDACTED.
Fax: REDACTED.

8.2 Publicity. Neither party shall issue any press release or other publicity document concerning this Agreement without the prior written consent of the other party.

8.3 Assignment. This Agreement may not be assigned.

8.4 Entire Agreement; Amendment. This Agreement represents the entire understanding of the parties with respect to the subject matter hereof, supersedes all prior and contemporaneous agreements and understandings of the parties with respect to the subject matter hereof, and may not be altered or amended except in a written instrument executed by both parties.

8.5 Governing Law; Jurisdiction. This Agreement shall be governed by, and construed in accordance with, federal law and/or the laws of the State of New York (without giving effect to conflicts of law principles thereof), as may be applicable. With respect to any action or proceeding arising out of this Agreement, the parties (a) agree that the sole and exclusive venue for such action or proceeding shall be in a court of appropriate jurisdiction located in New York County, New York; (2) agree to the appropriateness of, and waive any objection concerning, the propriety and/or convenience of, proceeding in such venue; and (3) consent to the personal jurisdiction of such court.

8.6 Severability; Waiver. If a court should determine that any part of this Agreement is invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect. Performance of any obligation required of a party hereunder may be waived only by a written waiver signed by a duly authorized officer of the other party, which waiver shall be effective only with respect to the specific obligation described therein.

8.7 Headings. The titles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

8.8 Assistance of Counsel. Each party hereto acknowledges that it has been represented by its own independent counsel, who has reviewed this Agreement and discussed the terms herein with his or her respective client prior to execution.

8.9 Counterparts. This Agreement may be executed in multiple counterparts and delivery of an executed counterpart may be made by facsimile, each such counterpart to be considered and accepted as an original, and all such counterparts together to constitute a single Agreement.

8.10 No Partnership. Nothing herein shall create, expressly or implied, a partnership, joint venture or other association between the parties.

8.11 Confidentiality. Licensee and Licensor agree that all information contained in this license and/or acquired in the course of business shall be kept confidential. Such information shall not be disclosed at any time except to the extent required by a court or other tribunal having jurisdiction or pursuant to rules and regulations of a governmental body. Notwithstanding the foregoing, the parties acknowledge that in certain situations, such as where a license contains a favored nations provision, the information contained in the license may have to be divulged.

8.12 It is a condition of the grant of this license that no Composition is used in conjunction with any visuals of any motion picture, television series or other production in which the Composition was used as a cue and/or soundtrack composition without the written approval from the owner or licensor of the applicable production or property, nor shall any Composition be used with any images substantially similar to such production or which uses or portrays any of the principal characters or key locations of that production without the written approval from such owner or licensor of the applicable production. In the event that Licensee uses or authorizes such use of the production without the written license of the owner or licensor of the production, then Licensor will be permitted to terminate this license upon giving notice to Licensee without repayment or any monies paid under this license or other liability to Licensee. Licensee must provide Licensor with proof of any such written approval promptly upon request.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date:

REDACTED

THE FAMOUS MUSIC PUBLISHING COMPANIES

By: _____

Print name:

Title: KENT J. KLAVENS
SENIOR VICE PRESIDENT
LEGAL AND BUSINESS AFFAIRS

EXHIBIT CO 0108

EXECUTED COPY

#5403

The Famous Music Publishing Companies
RINGTONE LICENSING AGREEMENT

This agreement ("Agreement") is entered into as of January 1, 2005 ("Effective Date") by and between Redacted ("Licensee") and The Famous Music Publishing Companies, 10635 Santa Monica Blvd, Suite #300, Los Angeles, CA 90025 ("Licensor").

WHEREAS, Licensee owns and operates a service pursuant to which excerpts of musical compositions ("Musical Works") in the form of Ringtones (as below defined) are digitally reproduced on a central computer server or servers, which Ringtones are subsequently transmitted from such servers and downloaded to Covered Devices (as below defined) ("Service"); and

WHEREAS, in order to operate the Service, Licensee seeks licenses to make Server Fixations (as below defined) and reproduce and distribute Ringtones of Musical Works that are owned and/or controlled wholly or partially by Licensor;

NOW, THEREFORE, in consideration of the promises contained in this Agreement and for other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Licensing

1.1 Pursuant to the terms of this Agreement, and as more particularly described herein, upon receipt of appropriate license requests ("License Requests") from Licensee, Licensor shall issue non-exclusive licenses ("Licenses") to reproduce and distribute Ringtones of Musical Works wholly or partially owned and/or controlled by Licensor (the "Compositions") for use on Licensee's Service in accordance with the terms of this Agreement. The license authority contemplated hereunder and granted pursuant to any License issued hereunder shall include and is limited to: (a) the digital reproduction of Ringtones of Compositions on a central computer server or servers directly owned and/or directly controlled by Licensee and located in the United States (including its territories and possessions and the Commonwealth of Puerto Rico [collectively, the "United States"]] ("Servers"), solely for use in connection with the Service ("Server Fixations"); (b) the digital transmission of Ringtones of Compositions from such Servers for streaming or storage on Covered Devices, solely for use in connection with the Service in the territory of the United States only; (c) the reproduction of Ringtones of Compositions on Covered Devices, solely for use in connection with the Service in the United States only ("Ringtone Deliveries"); and (d) the offering of

012705

Redacted

Promotional Ringtones (as below defined) of Compositions, solely for use in connection with the Service.

For purposes of this Agreement:

A "Ringtone" is an excerpt, not to exceed forty five (:45) seconds, of a Composition that is embodied in either (i) a digital file containing codes representing and capable of being rendered into audio and played back as musical notes constituting the work's melody in either monophonic or polyphonic form ("Phonic Ringtone"), or (ii) a digital file representing an excerpt of no more than forty five (:45) seconds of a sound recording of the Composition ("Pre-Recorded Ringtone"). In both cases, such excerpt is generally intended to be digitally transmitted to and stored in an end user's Covered Device and played by such intended destination Covered Device whenever the Covered Device activates its ringing or alert function indicating the arrival of a call, message or other notification (but no advertisements) received by the Covered Device, and is designed to be played by such Covered Device without any other distribution or transmission. Notwithstanding the foregoing, if the Composition excerpt is intended to be streamed and heard by a caller after such caller dials the end user's Covered Device, indicating to the caller that the end user's Covered Device is receiving their call, such audio-only excerpt may be referred to hereunder as a "Ringback." Unless otherwise specifically provided for herein, all terms and conditions hereunder which apply to Ringtones shall also apply to Ringbacks.

A "Covered Device" shall mean a mobile telephone, pager or other portable communications device with a telephonic or messaging function that operates on a wireless communications network regulated by the U.S. Federal Communications Commission pursuant to its rules governing commercial mobile radio services.

A "Promotional Ringtone" shall mean a digital transmission of a Ringtone in streamed form made available to a prospective purchaser free of charge and solely for the purpose of promoting the sale of the Ringtone, and that does not result in a reproduction of any part or all of the Ringtone that is accessible except by such prospective purchaser for an intended one-time promotional playback through the operation of a Covered Device or other device.

"Audiovisual" shall mean synchronized with a visual image (including graphics and/or any other type of imagery) when activated (as described above) on a Covered Device. Notwithstanding the foregoing, if a Covered Device lights up or vibrates in order to notify the consumer of an incoming call, such activity shall not constitute synchronization.

Any arrangements which Licensee shall cause to be made of the Compositions shall be made at Licensee's own expense and shall be created only as the

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result of employment-for-hire, and such arrangements shall be considered "works made for hire" as such term is used in the United States Copyright Law, and all copyrights therein and all renewals, extensions and reversions thereof throughout the world shall be owned by Licensor, subject to Licensee's use under this agreement. Arrangers shall not be entitled to authorship credit or status as a collaborator or any remuneration by way of royalty or otherwise from the authors of such Composition or from Licensor or any other designated agents of Licensor or from any society representing composer/publisher interests. This license does not authorize the creation of any recordings which deliberately imitate the featured and commercially exploited vocal performance by an artist of a Composition.

Licensee shall have the right to use up to thirty seconds (:30) of each Composition in a "streamed" digital audio transmission from Licensee's website for the sole purpose of providing consumers with Ringtone samples.

Nothing in this License shall be interpreted or construed in any manner to suggest that Licensee is being granted a license to use sound recordings embodying Compositions. All sound recordings must be cleared prior to any uses of such Compositions (if the sound recordings are owned and/or controlled by third parties).

1.2 All Licenses are subject to prior approval of Licensor. Licensee shall remove a Composition from all of Licensee's servers (and from any other location which allows access to such Composition) within seventy two (72) hours from Licensee's receipt of Licensor's written notice requesting such removal, if such request is due to any type of legal issue relating to the Composition, or a request from the composer (or representative of a composer), owner and/or co-publisher of a Composition.

1.3 Following execution of this Agreement, Licensee may begin submitting License Requests to Licensor (to the attention of Mary Beth Roberts, VP Catalog Development, The Famous Music Publishing Companies, 1633 Broadway, 11th Floor, NY NY 10019, or via email to mary_beth_roberts@paramount.com), which License Requests shall be duly processed by Licensor. Without limitation, Licensee shall include in each License Request (a) the title of the Composition for which a License is being requested; (b) the writer(s) of the Composition; (c) the publisher(s) of the Composition; and (d) whether the Ringtone is a Phonic Ringtone and/or a Pre-Recorded Ringtone and/or a Ringback, (e) the name of the record company that produced the sound recording embodied in a Pre-Recorded Ringtone; (f) the name of the artist; (g) the ISRC number for such sound recording; (h) the total playing time of the Ringtone; (i) the title of an album for which such sound recording has been previously licensed; (j) whether the ringtone is audio-only or audiovisual; and (k) such other information as may be required by Licensor.

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1.4 Upon Licensee's request, Licensor shall provide Licensee with an electronic file specifying the Licenses issued under this Agreement (each such report a "Confirmation Report"). To aid Licensee in the calculation of royalties, with respect to each License, such Confirmation Report shall include, *inter alia*, Licensor's total administrative percentage share of each Composition.

1.5 For the avoidance of doubt, and without limitation, the Licenses granted hereunder do not extend to or cover: (a) any right of public performance (Licensee must obtain the necessary performing rights licenses either from Licensor's duly authorized performing rights societies or Licensor); (b) any copyrights or other rights in sound recordings and/or visual images; (c) any print, display or karaoke rights; (d) any adaptation (derivative work) rights; (e) any merchandising rights; (f) any use of a Composition (whether or not embodied in a sound recording) for a marketing campaign, product tie-in, game or contest or otherwise to advertise, promote or cross-promote any product or service; (g) any use of the title of a Composition, or the name or likeness of any writer, publisher or artist associated with a Composition, except for identification purposes as described in Section 4; (h) use of the lyrics of the Compositions in conjunction with Phonic Ringtones; or (i) any other use of a Composition not specifically and expressly provided for herein. No Composition shall be used in any manner which could be considered in bad taste or in an offensive manner. Licensee shall not use the Compositions in any manner which brings Licensor, any of the composers of the Compositions, or any co-publisher into public disrepute or which reflects adversely on the Compositions. Compositions shall not be isolated or positioned in any way which can be construed as advertising or promoting any product or service (including Licensee). **The license authority under any License issued hereunder is limited to and granted solely with respect to Licensor's administrative share of the Compositions (ie, if Licensor does not administer 100% of a Composition, Licensee must seek and obtain a license from all other third parties who have an interest in such Composition prior to any use of such Composition by Licensee).**

1.6 The license authority contemplated by this Agreement and granted pursuant to any License issued hereunder is limited to Licensee and may not be sublicensed, assigned or otherwise transferred by Licensee except to the extent expressly permitted hereunder.

1.7 It is a condition of the grant of this License that no Composition is positioned or used in conjunction with any visuals and/or property from any motion picture, television series or other production in which such Composition was used as a cue and/or soundtrack composition (or with any images substantially similar to such production or which uses or portrays any of the principal characters or key locations of that production) without further negotiation and

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license from the owner(s) (or licensor(s)) of the applicable production or property.

2. **Reporting and Payment of Royalties**

2.1 Licensee shall pay to Licensor an advance of Redacted Redacted , to be recoupable against royalties (but not Initial Server Fixation fees) described hereunder. Such advance is due no later than February 28, 2005.

2.2 Licensee shall account and pay royalties to Licensor quarterly, within forty-five (45) days after the end of each calendar quarter, on the basis of (a) the initial server fixation of each audio-only Phonic Ringtone, Audiovisual Phonic Ringtone, audio-only Pre-Recorded Ringtone, Audiovisual Pre-Recorded Ringtone, audio-only Ringback and/or Audiovisual Ringback of a Composition made on any Server (see paragraph 2.3 for more detail) ("Initial Server Fixation"); and (b) each Ringtone delivery in the form of an audio-only Phonic Ringtone ("audio-only Phonic Ringtone Delivery"), Audiovisual Phonic Ringtone ("Audiovisual Phonic Ringtone), audio-only Pre-Recorded Ringtone ("audio-only Pre-Recorded Ringtone Delivery"), Audiovisual Pre-Recorded Ringtone ("Audiovisual Pre-Recorded Ringtone Delivery") and/or Ringback ("Ringback Delivery"). Licensee shall provide Licensor with detailed quarterly statements ("Statements") in electronic or written form in accordance with the format specified by Licensor ("Reporting Format"), whether or not any monies are due to Licensor. With respect to each quarterly reporting period, for each License, Licensee shall specifiy in its Statement (i) the Initial Server Fixation fee (if one is due) for each new Composition added to Licensee's schedule; (ii) the total number of Phonic Ringtone Deliveries and/or total number of Pre-Recorded Ringtone Deliveries (with Ringbacks reported separately from other Ringtones) for each Composition; (iii) the particular retail outlet through which each Ringtone Delivery was made; (iv) the total royalty amount being paid for Initial Server Fixations; (v) the total royalty amount being paid for the Phonic Ringtone Deliveries and/or Pre-Recorded Ringtone Deliveries; and (vi) such other information as may be required by Licensor from time to time. Any royalty computations based upon a percentage of gross revenues generated from Licensee's website (pursuant to paragraph 2.4 below) shall also be reported to Licensor on a quarterly basis. Without limiting Licensor's rights and remedies hereunder, at law or in equity, (i) past-due payments are subject to and to be accompanied by payment of interest thereon at the prime rate found in the Wall Street Journal on the due date plus two percent (2%), compounded daily, from the date(s) upon which each such payment(s) first became due until the date(s) upon which each such payment(s) is remitted to Licensor.

Statements/Accountings/Payments shall be made to:

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Famous Music Corporation

10635 Santa Monica Blvd., Suite $300

Los Angeles, CA 90025

Attn: Sr. VP, Finance

Fed ID # 13-0692800

2.3 INITIAL SERVER FIXATION: For each Initial Server Fixation, the fixation fee (non-recoupable) shall be:

(a) Redacted per each version of a Composition for audio-only Ringtones (for example, if both a Phonic and a Pre-Recorded version of a Composition are found on Licensee's server, Licensee shall remit a Redacted Initial Server Fixation fee);

(b) Redacted per each version of a Composition for Audiovisual Ringtones (for example, if both a Phonic and a Pre-Recorded Audiovisual version of a Composition are found on Licensee's server, Licensee shall remit a Redacted Initial Server Fixation fee); and

(c) Redacted per each version of a Composition for Ringback use (for example, if both a Phonic Ringtone and a Pre-Recorded Ringback version of a Composition are found on Licensee's server, Licensee shall remit a Redacted Initial Server Fixation fee);

provided, however, that these amounts shall be proportionately reduced to the extent that Licensor own(s) or control(s) less than 100% of the Composition.

2.4 ROYALTIES:

(a) For each audio-only Phonic Ringtone Delivery or Ringback Delivery of a Composition, the royalty shall be the greater of Redacted Redacted of the retail Ringtone selling price to consumers; or Redacted Redacted of the gross revenues generated (prorated among all publishers) from Licensee's website.

(b) For each audio-only Pre-Recorded Ringtone Delivery or Ringback Delivery of a Composition, the royalty shall be the greater of Redacted Redacted of the retail Ringtone selling price to consumers; or Redacted of the gross revenues generated (prorated among all publishers) from Licensee's website.

(c) For each Audiovisual Phonic Ringtone Delivery of a Composition, the royalty shall be the greater of Redacted of the retail Ringtone selling price to consumers; or Redacted of the gross revenues generated (prorated among all publishers) from Licensee's website.

(d) For each Audiovisual Pre-Recorded Ringtone Delivery of a Composition, the royalty shall be the greater of Redacted of the retail Ringtone selling price to consumers; or Redacted of the gross revenues generated (prorated among all publishers) from Licensee's website.

Gross revenues include payment of any kind received by Licensee from advertising found on the Ringtone portion of Licensee's website. These per-Composition royalty amounts shall be proportionately reduced to the extent that Licensor own(s) or control(s) less than 100% of a Composition.

2.5 If pursuant to any future law, other governmental regulation or judicial decision Ringtone Deliveries are determined to be digital downloads subject to statutory digital download rates and such statutory digital download rates are higher than the royalty rates found herein, the statutory digital download rates will apply to this License on the effective statutory rate date, if such effective date falls during the Term.

2.6 In the event that a third party (1) music publisher; (2) master recording owner; (3) audiovisual/graphics content provider; and/or (4) non-musical ringtone provider agree with Licensee to any terms (including terms with respect to compensation or consideration) more favorable than those applicable hereunder, then effective as of the date of such third party agreement, this license shall be deemed amended to include such more favorable terms. Upon request, Licensee shall provide Licensor with either copies of the third party agreements or the relevant royalty provisions thereof.

3. Term

3.1 The term of this Agreement shall commence as of the Effective Date and terminate three (3) years from the Effective Date (the "Term").

3.2 Upon expiration of the Term, if Licensee wishes to renew this Agreement for an additional one (1) year term, it shall notify Licensor of such desire not later than a date three (3) months prior to the end of the Term. Such notification shall include proposed terms for any such renewal. Any renewal shall be subject to the approval of Licensor, and Licensor reserves the right to propose changes to administrative and other aspects of the Agreement as it deems appropriate. Proposed changes must be approved in writing by Licensor.

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3.3 Notwithstanding any of the foregoing, Licensor shall have the right for any reason whatsoever to automatically terminate this License no earlier than two (2) years from the Effective Date, but only upon thirty (30) days written notice to Licensee.

4. **Writer/Publisher Credit**

Licensee shall, to the extent commercially reasonable, include in any graphics and/or imagery displayed in connection with the play of any Audiovisual Ringtone of a Composition written credit in legible form setting forth the names of the Licensor's writer(s) and publisher(s) of such Composition. Additionally, Licensor's writer(s) and publisher(s) of each Composition offered by Licensee as a Ringtone must be displayed on Licensee's website. Inadvertent failure by Licensee to post such notice shall not be considered a breach of this license if Licensee cures such failure within ten (10) business days of receipt of written notice from Licensor.

5. **Security**

5.1 In connection with the use of any Composition, Licensee shall implement and maintain copy protection and digital rights management technology and systems, including software and/or hardware functional limitations (collectively, "Security Systems") with respect to all aspects of the Service, including without limitation its Servers and operating systems, that (a) are designed to prevent unauthorized reproduction and distribution of the Composition, in the form of Ringtones or otherwise; (b) are sufficient to track and enforce the use limitations contemplated by this Agreement; and (c) meet or exceed current industry standards as they exist from time to time for the licensed delivery of music via digital transmission and its reproduction on devices including, without limitation, Covered Devices.

5.2 In the event it becomes aware of a breach of Licensee's Security Systems ("Security Breach"), whether through its own monitoring efforts, upon being advised by another party (including Licensor) or otherwise, Licensee shall use its best efforts to resolve the Security Breach and restore the full integrity of its Security Systems as quickly as possible. If a solution to the Security Breach is not immediately available (i.e., cannot be implemented within twenty-four (24) hours from the time Licensee becomes aware of the Security Breach), Licensee shall (a) promptly notify Licensor of the Security Breach in writing (unless Licensee learned of the breach from Licensor); and (b) cease all further digital transmission and/or reproduction of Compositions to the extent such activities are or could possibly be affected by the Security Breach, pending full resolution of the Security Breach. In such a case, Licensee (x) shall keep Licensor reasonably apprised of the status of its efforts to resolve

the Security Breach; and (y) shall not resume the activities that were suspended pursuant to this Subsection 5.2 until the full integrity of its Security Systems has been restored.

5.3 To the extent Licensee employs third-party technology in order to operate, Licensee shall use its best efforts to maintain and upgrade such technology by (a) diligently monitoring any third-party notifications of bug-fixes, security holes and functionality improvements; and (b) obtaining any available upgrades and bug-fixes, and installing, testing and distributing such upgrades and bug-fixes as necessary so as to maintain the integrity of its Security Systems.

5.4 Licensee shall use its best efforts to prevent any unauthorized digital transmissions and reproductions of Compositions by operators and users of the Service and/or in any facility, on any device (including Covered Devices), or by any person under the supervision and/or control of Licensee.

6. Royalty and Security Compliance

6.1 Notwithstanding, without limiting and in addition to the general right of Licensor pursuant to industry custom and practice to examine the books and records of Licensee in connection with Licensee's use of the Compositions, Licensor shall be entitled, upon thirty (30) days' notice to Licensee, to conduct an examination of the books, records, operations and Security Systems of Licensee ("Royalty and Security Examination") to determine whether Licensee is in compliance with its reporting, royalty and security obligations under this Agreement. Absent a good-faith basis to believe that Licensee is not in compliance with such obligations, Licensor shall not seek to initiate a Royalty and Security Examination more than once every twelve (12) months or more than six (6) years following the termination of this Agreement.

6.2 During the course of a Royalty and Security Examination, upon request by Licensor or an examiner acting on its behalf, Licensee shall, within three (3) business days (a) provide access to any information that may be called for by such request, including without limitation any (i) books, records, files, logs, reports, compilations, usage data and other documentation, whether in paper or electronic form, that were or could be used or required to generate or verify Licensee's Statements and/or that reflect or summarize Licensees' Statements and/or that verify that all provisions of this license are being complied with by Licensee; (ii) financial information, including books, records, ledgers, reports, and other documentation, reflecting cash receipts and general revenue accounts to the extent such information relates directly or indirectly to the activities licensed under this Agreement; and (iii) files, logs, reports,

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compilations, testing and monitoring data and other documentation related to and/or reflecting the operation and integrity of Licensee's Security Systems (such information, along with the information described in the items (a)(i) and (a)(ii) of this Subsection 6.2, collectively referred to as "Documentation"); and (b) through the assistance of personnel who are familiar with the technical and operational aspects of Licensee's computer, hardware, software, Security Systems (collectively, "Operational Systems") who are to be made available by Licensee, provide real-time and/or historical access to such Operational Systems, as requested, sufficient to permit Licensor or its examiner(s) to conduct meaningful tests and analysis to verify that (i) the Operational Systems are properly and accurately tracking and reporting the use of the Compositions, and royalties payable therefor, as contemplated by the terms of this Agreement; and (ii) the Operational Systems are in compliance with the security requirements set forth in Section 5 of this Agreement. Licensee shall provide the information, systems access and personnel required by this Subsection 6.2 free of charge and, unless otherwise agreed by Licensor or its examiner(s), at Licensee's place of business.

6.3 During the course of and/or following completion of the Royalty and Security Examination, upon request by Licensor or an examiner acting on its behalf, Licensee shall make available company personnel at an appropriate level of seniority and/or technical ability to discuss and/or resolve particular issues and findings arising out of such examination.

6.4 Licensee shall maintain any and all Documentation that reasonably might be expected to be relevant to Licensor's conduct of a Royalty and Security Examination for a period of at least six (6) years following the expiration or termination of this Agreement, unless there is a Royalty and Security Examination in progress or not fully resolved as of the expiration of such period, in which case the Documentation shall be maintained until the Royalty and Security Examination is fully resolved to the satisfaction of Licensor.

6.5 If a royalty examination reveals a nonpayment or underpayment of royalties due to Licensor, the amounts determined to be owing shall be subject to interest payable at the rate of prime plus two percent (2%) compounded daily calculated from the date the royalties were due to be paid under the applicable reporting period to the date of ultimate payment to Licensor.

7. Termination/Default

7.1 All license authority pursuant to Licenses issued hereunder shall terminate upon the expiration or termination of this Agreement (unless such Licenses are renewed pursuant to a renewal of this Agreement as contemplated under Section 3, in which case the terms of renewal shall apply as appropriate), and any further transmission and/or reproduction of any Composition after the

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expiration of this Agreement shall be prohibited and actionable as an act of infringement under, and fully subject to the remedies provided by, the Copyright Act. Notwithstanding the foregoing, provided that the Agreement has not been terminated due to Licensee's breach or default, any Server Fixations existing on Servers and/or Ringtone Deliveries existing on Covered Devices as of the expiration of the Agreement may remain on such Servers and Covered Devices; provided, however, that such existing Server Fixations (in addition to the Ringtone Deliveries) may not be further reproduced or distributed after the expiration of the Agreement.

7.2 Notwithstanding, without limiting and in addition to any other remedy that may be available at law or in equity and/or under this Agreement, Licensee understands and agrees that: (a) in the event Licensee fails to account to Licensor and pay royalties provided for in Section 2, Licensor may provide written notice to Licensee in the same manner as provided in Section 115(c)(6) of the Copyright Act that, unless the default is fully remedied within thirty (30) days from the date of the notice, this Agreement and any Licenses issued hereunder will be automatically terminated, and that such termination will render the transmission and/or reproduction or both, of any Composition for which royalties have not been fully paid actionable as an act of infringement under Section 501 of the Copyright Act, and fully subject to the remedies provided by Sections 502 through 506 and 509 the Copyright Act; (b) in the event Licensee is in material breach or default of any of its obligations under this Agreement, Licensor may provide written notice to Licensee in the same manner as provided by Section 115(c)(6) of the Copyright Act that, unless the default is fully remedied within thirty (30) days from the date of the notice, this Agreement and any Licenses issued hereunder will be automatically terminated, and that such termination will render the further transmission and/or reproduction, or both, of any Composition actionable as an act of infringement under Section 501 of the Copyright Act, and fully subject to the remedies provided by Sections 502 through 506 and 509 of the Copyright Act. Licensee further understands and agrees that in the case of infringement, irreparable harm may be presumed, and Licensor shall be entitled as appropriate to injunctive relief, in addition to any other remedy that may be available at law or in equity and/or under this Agreement. For the avoidance of doubt, and without limitation, Licensee's breach of any of the obligations imposed by Sections 2, 5 and 6 of this Agreement shall be considered a material breach of, and default under, this Agreement.

7.3 Except to the extent expressly excused by applicable law, the occurrence of any of the following events shall also be considered a material breach of and default under this Agreement: (a) Licensee's dissolution and/or the liquidation of all of Licensee's assets; (b) the filing of a petition in bankruptcy or insolvency or for an arrangement or reorganization by, for or against Licensee; (c) the appointment of a receiver or trustee for all or a portion of Licensee's assets; (d) Licensee's assignment of assets for the benefit of

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creditors; (e) Licensee's insolvency; (f) Licensee's lack of a legally valid license, at any time during the Term, for any Musical Works wholly or partially owned or administered by Licensor that are being exploited by Licensee in any manner. Upon the occurrence of any of the events described in items (a) through (f) of this Subsection 7.3, notwithstanding, without limiting and in addition to any other remedy that may be available at law or in equity and/or under this Agreement, this Agreement and all license authority pursuant to any Licenses granted hereunder shall terminate automatically without the requirement of any further action on the part of Licensor.

7.4 Notwithstanding, without limiting and in addition to any other remedy that may be available at law or in equity and/or under this Agreement, including without limitation the remedies set forth in Subsection 7.2, the breach of any of the provisions set forth in Section 5 shall entitle Licensor to specific performance of such provision and/or to terminate, effective immediately upon the giving of notice, the license authority pursuant to any License granted hereunder.

7.5 Notwithstanding the expiration or termination of this Agreement, Sections 2, 4, 5 and 6 and Subsections 7.1, 7.4, 7.6, 8.2, 8.3, 8.4, 8.5, 8.6 and 8.8 shall to the extent applicable survive and continue to bind the parties and their legal representatives and successors.

7.6 With respect to Ringtones, Ringbacks and any other uses for Covered Devices of any portion of any musical composition owned or controlled by Licensor, Licensee acknowledges and agrees that, as to such portions of such musical compositions, no such uses shall be subject to the provisions of Section 115(c)(3) of the Copyright Law of the United States unless or until so provided by any law, other governmental regulation or judicial decision.

8. Miscellaneous

8.1 Notices. All notices hereunder shall be in writing and shall be deemed effective (a) if provided by hand delivery, upon delivery; (b) if provided by overnight courier, one (1) business day following the date sent; and (c) if provided by registered or certified mail, return receipt requested, five (5) business days following the date mailed. Notices shall be sent to the following addresses:

If to Licensor:

To the address set forth above. Attn: Sr. VP, Legal & Business Affairs. Fax: 310/441-9094.

If to Licensee:

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To the address set forth above. Attn: _____.
Fax: _____.

8.2 Publicity. Neither party shall issue any press release or other publicity document concerning this Agreement without the prior written consent of the other party.

8.3 Assignment. This Agreement may not be assigned.

8.4 Entire Agreement; Amendment. This Agreement represents the entire understanding of the parties with respect to the subject matter hereof, supersedes all prior and contemporaneous agreements and understandings of the parties with respect to the subject matter hereof, and may not be altered or amended except in a written instrument executed by both parties.

8.5 Governing Law; Jurisdiction. This Agreement shall be governed by, and construed in accordance with, federal law and/or the laws of the State of New York (without giving effect to conflicts of law principles thereof), as may be applicable. With respect to any action or proceeding arising out of this Agreement, the parties (a) agree that the sole and exclusive venue for such action or proceeding shall be in a court of appropriate jurisdiction located in New York County, New York; (2) agree to the appropriateness of, and waive any objection concerning, the propriety and/or convenience of, proceeding in such venue; and (3) consent to the personal jurisdiction of such court.

8.6 Severability; Waiver. If a court should determine that any part of this Agreement is invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect. Performance of any obligation required of a party hereunder may be waived only by a written waiver signed by a duly authorized officer of the other party, which waiver shall be effective only with respect to the specific obligation described therein.

8.7 Headings. The titles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

8.8 Assistance of Counsel. Each party hereto acknowledges that it has been represented by its own independent counsel, who has reviewed this Agreement and discussed the terms herein with his or her respective client prior to execution.

8.9 Counterparts. This Agreement may be executed in multiple counterparts and delivery of an executed counterpart may be made by facsimile, each such counterpart to be considered and accepted as an original, and all such counterparts together to constitute a single Agreement.

8.10 No Partnership. Nothing herein shall create, expressly or implied, a partnership, joint venture or other association between the parties.

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8.11 Confidentiality. Licensee and Licensor agree that all information contained in this license and/or acquired in the course of business shall be kept confidential. Such information shall not be disclosed at any time except to the extent required by a court or other tribunal having jurisdiction or pursuant to rules and regulations of a governmental body. Notwithstanding the foregoing, the parties acknowledge that in certain situations, such as where a license contains a favored nations provision, the information contained in the license may have to be divulged.

8.12 It is a condition of the grant of this license that no Composition is used in conjunction with any visuals of any motion picture, television series or other production in which the Composition was used as a cue and/or soundtrack composition without the written approval from the owner or licensor of the applicable production or property, nor shall any Composition be used with any images substantially similar to such production or which uses or portrays any of the principal characters or key locations of that production without the written approval from such owner or licensor of the applicable production. In the event that Licensee uses or authorizes such use of the production without the written license of the owner or licensor of the production, then Licensor will be permitted to terminate this license upon giving notice to Licensee without repayment or any monies paid under this license or other liability to Licensee. Licensee must provide Licensor with proof of any such written approval promptly upon request.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date:

Redacted

THE FAMOUS MUSIC PUBLISHING COMPANIES

By: _____
Print name:
Title:

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EXHIBIT CO 0109

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EXECUTED COPY

RINGTONE LICENSING AGREEMENT

This agreement ("Agreement") is entered into as of January 1, 2005 ("Effective Date") by and between Redacted ("Licensee"), and **Famous Music Corporation** on behalf of itself and the publishers it administers, 10635 Santa Monica Blvd, Suite #300, Los Angeles, CA 90025 ("Licensor").

WHEREAS, Licensee owns and operates a service pursuant to which excerpts of musical compositions ("Musical Works") in the form of Ringtones (as below defined) are digitally reproduced on a central computer server or servers, which Ringtones are subsequently transmitted from such servers and downloaded to Covered Devices (as below defined) ("Service"); and

WHEREAS, in order to operate the Service, Licensee seeks licenses to make Server Fixations (as below defined) and reproduce and distribute Ringtones of Musical Works that are owned and/or controlled wholly or partially by Licensor;

NOW, THEREFORE, in consideration of the promises contained in this Agreement and for other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Licensing**

1.1 Pursuant to the terms of this Agreement, and as more particularly described herein, upon receipt of ringtone license requests ("License Requests") from Licensee, Licensor shall issue non-exclusive licenses ("Licenses") to reproduce and distribute Ringtones of Musical Works owned and/or controlled by Licensor (the "Compositions") for use on Licensee's Service in accordance with the terms of this Agreement. All Compositions approved for use by Licensor under the April 4, 2003 Ring Tone License between Famous Music Corporation and Redacted shall be deemed Compositions hereunder, and subject to all of the terms and conditions hereof. The license authority contemplated hereunder and granted pursuant to any License issued hereunder shall include and is limited to: (a) the digital reproduction of Ringtones of Compositions on a central computer server or servers directly owned and/or under Licensee's control or directive and located in the United States (including its territories and possessions and the Commonwealth of Puerto Rico [collectively, the "United States")] ("Servers"), solely for use in connection with the Service ("Server Fixations"); (b) the digital transmission of Ringtones of Compositions from such Servers for streaming or storage on Covered Devices, solely for use in connection with the Service in the territory of the United States only; (c) the reproduction of Ringtones of Compositions on Covered Devices, solely for use in connection with the Service in the

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United States only ("Ringtone Deliveries"); and (d) the offering of Promotional Ringtones (as below defined) of Compositions, solely for use in connection with the Service.

For purposes of this Agreement:

A "Ringtone" is an excerpt, not to exceed forty five (:45) seconds, of a Composition that is embodied in either (i) a digital file containing codes representing and capable of being rendered into audio and played back as musical notes constituting the work's melody in either monophonic or polyphonic form ("Phonic Ringtone"), or (ii) a digital file representing an excerpt of no more than forty five (:45) seconds of a sound recording of the Composition ("Pre-Recorded Ringtone"). In both cases, such excerpt is generally intended to be digitally transmitted to and stored in an end user's Covered Device and played by such intended destination Covered Device whenever the Covered Device activates its ringing or alert function indicating the arrival of a call, message or other notification (but no advertisements) received by the Covered Device, and is designed to be played by such Covered Device without any other distribution or transmission. Notwithstanding the foregoing, if the Composition excerpt is intended to be streamed and heard by a caller after such caller dials the end user's Covered Device, indicating to the caller that the end user's Covered Device is receiving their call, such audio-only excerpt may be referred to hereunder as a "Ringback." Unless otherwise specifically provided for herein, all terms and conditions hereunder which apply to Ringtones shall also apply to Ringbacks.

A "Covered Device" shall mean a mobile telephone, pager or other portable communications device with a telephonic or messaging function that operates on a wireless communications network regulated by the U.S. Federal Communications Commission pursuant to its rules governing commercial mobile radio and telecommunications services.

A "Promotional Ringtone" shall mean a digital transmission of a Ringtone in streamed form made available to a prospective purchaser free of charge and solely for the purpose of promoting the sale of the Ringtone, and that does not result in a reproduction of any part or all of the Ringtone that is accessible except by such prospective purchaser for an intended one-time promotional playback through the operation of a Covered Device or other device.

"Audiovisual" shall mean synchronized with a visual image (including graphics and/or any other type of imagery) when activated (as described above) on a Covered Device. Notwithstanding the foregoing, if a Covered Device lights up or vibrates in order to notify the consumer of an incoming call, such activity shall not constitute synchronization.

Any arrangements which Licensee shall cause to be made of the Compositions shall be made at Licensee's own expense and shall be created only as the

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result of employment-for-hire, and such arrangements shall be considered "works made for hire" as such term is used in the United States Copyright Law, and the copyrights of the musical arrangements of the Compositions and all renewals, extensions and reversions thereof throughout the world shall be owned by Licensor (and Licensor's co-owners, if any), subject to Licensee's use under this agreement. Arrangers shall not be entitled to authorship credit or status as a collaborator or any remuneration by way of royalty or otherwise from the authors of such Composition or from Licensor or any other designated agents of Licensor or from any society representing composer/publisher interests. This license does not authorize the creation of any recordings which deliberately imitate the featured and commercially exploited vocal performance by an artist of a Composition. Notwithstanding the foregoing, Licensor acknowledges that Licensor has no right to any sound recordings of any Compositions created by Licensee.

Licensee shall have the right to use up to thirty seconds (:30) of each Composition in a "streamed" digital audio transmission from Licensee's website for the sole purpose of providing consumers with Ringtone samples.

Nothing in this License shall be interpreted or construed in any manner to suggest that Licensee is being granted a license by Licensor to use sound recordings embodying Compositions. All sound recordings must be cleared prior to any uses of such Compositions (if the sound recordings are owned and/or controlled by third parties).

1.2 All Licenses are subject to prior approval of Licensor. Licensee shall remove a Composition from all of Licensee's servers (and from any other location which allows access to such Composition) within seventy two (72) hours from Licensee's receipt of Licensor's written notice requesting such removal, if such request is due to any type of legal issue relating to the Composition, or a request from the composer (or representative of a composer), owner and/or co-publisher of a Composition.

1.3 Following execution of this Agreement, Licensee may begin submitting License Requests to Licensor (to the attention of Mary Beth Roberts, VP Catalog Development, The Famous Music Publishing Companies, 1633 Broadway, 11th Floor, NY NY 10019, or via email to mary_beth_roberts@paramount.com), which License Requests shall be duly processed by Licensor. Without limitation, Licensee shall include in each License Request (a) the title of the Composition for which a License is being requested; (b) the writer(s) of the Composition; (c) the publisher(s) of the Composition; and (d) whether the Ringtone is a Phonic Ringtone and/or a Pre-Recorded Ringtone and/or a Ringback, (e) the name of the record company that produced the sound recording embodied in a Pre-Recorded Ringtone; (f) the name of the artist; (g) the ISRC number for such sound recording; (h) the total playing time of the Ringtone; (i) the title of an album for which such sound recording has been previously licensed; (j) whether the ringtone is

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audio-only or audiovisual; and (k) such other information as may be required by Licensor.

1.4 Upon Licensee's request, Licensor shall provide Licensee with an electronic file specifying the Licenses issued under this Agreement (each such report a "Confirmation Report"). To aid Licensee in the calculation of royalties, with respect to each License, such Confirmation Report shall include, *inter alia*, Licensor's total administrative percentage share of each Composition.

1.5 For the avoidance of doubt, and without limitation, the Licenses granted hereunder do not extend to or cover: (a) any right of public performance (Licensee must obtain the necessary performing rights licenses either from Licensor's duly authorized performing rights societies or Licensor); (b) any copyrights or other rights in sound recordings and/or visual images; (c) any print, display or karaoke rights; (d) any adaptation (derivative work) rights except for arrangements of the Compositions created by Licensee for use as ringtones; (e) any merchandising rights; (f) any use of a Composition (whether or not embodied in a sound recording) for a marketing campaign, product tie-in, game or contest or otherwise to advertise, promote or cross-promote any product or service; (g) any use of the title of a Composition, or the name or likeness of any writer, publisher or artist associated with a Composition, except for identification purposes as described in Section 4; (h) use of the lyrics of the Compositions in conjunction with Phonic Ringtones; or (i) any other use of a Composition not specifically and expressly provided for herein. No Composition shall be used in any manner ny Licensee which could be considered in bad taste or in an offensive manner. Licensee shall not use the Compositions in any manner which brings Licensor, any of the composers of the Compositions, or any co-publisher into public disrepute or which reflects adversely on the Compositions. Compositions shall not be isolated or positioned in any way which can be construed as advertising or promoting any product or service (including Licensee). **The license authority under any License issued hereunder is limited to and granted solely with respect to Licensor's administrative share of the Compositions (ie, if Licensor does not administer 100% of a Composition, Licensee must seek and obtain a license from all other third parties who have an interest in such Composition prior to any use of such Composition by Licensee).**

1.6 The license authority contemplated by this Agreement and granted pursuant to any License issued hereunder is limited to Licensee and may not be sublicensed, assigned or otherwise transferred by Licensee except to the extent expressly permitted hereunder.

1.7 It is a condition of the grant of this License that no Composition is positioned or used in conjunction with any visuals and/or property from any motion picture, television series or other production in which such Composition was used as a cue and/or soundtrack composition (or with any images substantially similar to such production or which uses or portrays any of the principal

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characters or key locations of that production) without further negotiation and license from the owner(s) (or licensor(s)) of the applicable production or property.

2. **Reporting and Payment of Royalties**

2.1 Licensee shall pay to Licensor an advance of: **Redacted** , to be recoupable against royalties described hereunder. **Advance payable no later than December 19, 2005.**

Wire transfer information: Famous Music Publishing, JP Morgan Chase, 1 Chase Manhattan Plaza, NY, NY 10081. Bank ABA # 021000021, Credit: Famous Music Corporation, Account # 323-8-92302.

2.2 Licensee shall account and pay royalties to Licensor quarterly, within forty-five (45) days after the end of each calendar quarter, on the basis of each Ringtone delivery in the form of an audio-only Phonic Ringtone ("audio-only Phonic Ringtone Delivery"), Audiovisual Phonic Ringtone ("Audiovisual Phonic Ringtone), audio-only Pre-Recorded Ringtone ("audio-only Pre-Recorded Ringtone Delivery"), Audiovisual Pre-Recorded Ringtone ("Audiovisual Pre-Recorded Ringtone Delivery") and/or Ringback ("Ringback Delivery"). Licensee shall provide Licensor with detailed quarterly statements ("Statements") in electronic or written form in accordance with the information specified by Licensor ("Reporting Format"), whether or not any monies are due to Licensor. With respect to each quarterly reporting period, for each License, Licensee shall specifiy in its Statement (i) the total number of Phonic Ringtone Deliveries and/or total number of Pre-Recorded Ringtone Deliveries (with Ringbacks reported separately from other Ringtones) for each Composition; (ii) the particular retail (for example, a wireless carrier) outlet through which each Ringtone Delivery was made; (iii) the total royalty amount being paid for the Phonic Ringtone Deliveries and/or Pre-Recorded Ringtone Deliveries; and (iv) such other information as may be required by Licensor from time to time. Any applicable royalty computations based upon a percentage of gross revenues generated from Licensee's website (pursuant to paragraph 2.4 below) shall also be reported to Licensor on a quarterly basis. Without limiting Licensor's rights and remedies hereunder, at law or in equity, (i) past-due payments (those receive later than fifteen (15) business days following any of the quarterly due date(s) detailed therein) are subject to and to be accompanied by payment of interest thereon at the prime rate found in the Wall Street Journal on the due date plus two percent (2%), compounded daily, from the date(s) upon which each such payment(s) first became due until the date(s) upon which each such payment(s) is remitted to Licensor.

Statements/Accountings/Payments shall be made to:

S.A.

Famous Music Corporation

10635 Santa Monica Blvd., Suite #300

Los Angeles, CA 90025

Attn: Sr. VP, Finance

Fed ID # 13-0692800

2.3 INTENTIONALLY DELETED.

2.4 ROYALTIES:

(a) For each audio-only Phonic Ringtone Delivery or Phonic Ringback Delivery of a Composition, the royalty shall be the greater of Redacted

from Licensee's website.

(b) For each audio-only Pre-Recorded Ringtone Delivery or audio-only Pre-Recorded Ringback Delivery of a Composition, the royalty shall be the greater of Redacted

from Licensee's website.

(c) For each Audiovisual Phonic Ringtone Delivery of a Composition, the royalty shall be the greater of Redacted

from Licensee's website.

(d) For each Audiovisual Pre-Recorded Ringtone Delivery of a Composition, the royalty shall be the greater of Redacted

from Licensee's website.

Gross revenues include payment of any kind received by Licensee from advertising found on the Ringtone portion of Licensee's website. These per-Composition royalty amounts shall be proportionately reduced to the extent that Licensor own(s) or control(s) less than 100% of a Composition.

2.5 If pursuant to any future law, other governmental regulation or judicial decision Ringtone Deliveries are determined to be digital downloads subject to statutory digital download rates and such statutory digital download rates are higher or lower than the royalty rates found herein, the statutory digital

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download rates will apply to this License on the effective statutory rate date, if such effective date falls during the Term.

2.6 In the event that a third party music publisher agrees with Licensee to any terms (including terms with respect to compensation or consideration but specifically excluding the advance payment fee) more favorable than those applicable hereunder, then effective as of the date of such third party agreement, this license shall be deemed amended to include such more favorable terms. Upon request, Licensee shall provide Licensor with either copies of the third party agreements or the relevant royalty provisions thereof.

3. **Term**

3.1 The term of this Agreement shall commence as of the Effective Date and terminate three (3) years from the Effective Date (the "Term").

3.2 Upon expiration of the Term, if Licensee wishes to renew this Agreement for an additional one (1) year term, it shall notify Licensor of such desire not later than a date three (3) months prior to the end of the Term. Such notification shall include proposed terms for any such renewal. Any renewal shall be subject to the approval of Licensor, and Licensor reserves the right to propose changes to administrative and other aspects of the Agreement as it deems appropriate. Proposed changes must be approved in writing by Licensor.

3.3 Notwithstanding any of the foregoing, Licensor shall have the right for any reason whatsoever to automatically terminate this License no earlier than two (2) years from the Effective Date, but only upon thirty (30) days written notice to Licensee.

4. **Writer/Publisher Credit**

Licensee shall, to the extent commercially reasonable and technically feasible, include in any graphics and/or imagery displayed in connection with the play of any Audiovisual Ringtone of a Composition written credit in legible form setting forth the names of the Licensor's writer(s) and publisher(s) of such Composition. Additionally, Licensor's writer(s) and publisher(s) of each Composition offered by Licensee as a Ringtone must be displayed on Licensee's website. Inadvertent failure by Licensee to post such notice shall not be considered a breach of this license if Licensee cures such failure within ten (10) business days of receipt of written notice from Licensor.

5. Security

5.1 In connection with the use of any Composition, Licensee shall implement and maintain copy protection and digital rights management technology and systems, including software and/or hardware functional limitations (collectively, "Security Systems") with respect to all aspects of the Service, including without limitation its Servers and operating systems, that (a) are designed to prevent unauthorized reproduction and distribution of the Composition, in the form of Ringtones or otherwise; (b) are sufficient to track and enforce the use limitations contemplated by this Agreement; and (c) meet or exceed current industry standards as they exist from time to time for the licensed delivery of music via digital transmission and its reproduction on devices including, without limitation, Covered Devices. Notwithstanding the foregoing, Licensor agrees that Licensee shall be held harmless for any consumer's use or alleged use of a Composition once a Ringtone is downloaded to a Covered Device if the consumer's use or alleged use is outside Licensee's control.

5.2 In the event it becomes aware of a breach of Licensee's Security Systems ("Security Breach"), whether through its own monitoring efforts, upon being advised by another party (including Licensor) or otherwise, Licensee shall use its best efforts to resolve the Security Breach and restore the full integrity of its Security Systems as quickly as possible. If a solution to the Security Breach is not immediately available (i.e., cannot be implemented within twenty-four (24) hours from the time Licensee becomes aware of the Security Breach), Licensee shall (a) promptly notify Licensor of the Security Breach in writing (unless Licensee learned of the breach from Licensor); and (b) cease all further digital transmission and/or reproduction of Compositions to the extent such activities are or could possibly be affected by the Security Breach, pending full resolution of the Security Breach. In such a case, Licensee (x) shall keep Licensor reasonably apprised of the status of its efforts to resolve the Security Breach; and (y) shall not resume the activities that were suspended pursuant to this Subsection 5.2 until the full integrity of its Security Systems has been restored.

5.3 To the extent Licensee employs third-party technology in order to operate, Licensee shall use its best efforts to maintain and upgrade such technology by (a) diligently monitoring any third-party notifications of bug-fixes, security holes and functionality improvements; and (b) obtaining any available upgrades and bug-fixes, and installing, testing and distributing such upgrades and bug-fixes as necessary so as to maintain the integrity of its Security Systems.

5.4 Licensee shall use its best efforts to prevent any unauthorized digital transmissions and reproductions of Compositions by operators and users of the Service and/or in any facility, on any device (including Covered Devices), or by any person under the supervision and/or control of Licensee.

Notwithstanding the foregoing, Licensor agrees that Licensee shall be held harmless for any consumer's use or alleged use of a Composition once a Ringtone is downloaded to a Covered Device if the consumer's use or alleged use is outside Licensee's control.

6. **Royalty and Security Compliance**

6.1 Notwithstanding, without limiting and in addition to the general right of Licensor pursuant to industry custom and practice to examine the books and records of Licensee in connection with Licensee's use of the Compositions, Licensor shall be entitled, upon thirty (30) days' written notice to Licensee, to conduct an examination of the books, records, operations and Security Systems of Licensee ("Royalty and Security Examination") to determine whether Licensee is in compliance with its reporting, royalty and security obligations under this Agreement. Absent a good-faith basis to believe that Licensee is not in compliance with such obligations, Licensor shall not seek to initiate a Royalty and Security Examination more than once per statement, once every twelve (12) months or more than four (4) years following the termination of this Agreement.

6.2 During the course of a Royalty and Security Examination, upon request by Licensor or an examiner acting on its behalf, Licensee shall, within three (3) business days (a) provide access to any relevant, germane and necessary information that may be called for by such request with respect to the Musical Works, including without limitation any (i) books, records, files, logs, reports, compilations, usage data and other documentation, whether in paper or electronic form, that were or could be used or required to generate or verify Licensee's Statements and/or that reflect or summarize Licensees' Statements and/or that verify that all provisions of this license are being complied with by Licensee; (ii) financial information, including books, records, ledgers, reports, and other documentation, reflecting cash receipts and general revenue accounts to the extent such information relates directly or indirectly to the activities licensed under this Agreement; and (iii) files, logs, reports, compilations, testing and monitoring data and other documentation related to and/or reflecting the operation and integrity of Licensee's Security Systems (such information, along with the information described in the items (a)(i) and (a)(ii) of this Subsection 6.2, collectively referred to as "Documentation"); and (b) through the assistance of personnel who are familiar with the technical and operational aspects of Licensee's computer, hardware, software, Security Systems (collectively, "Operational Systems") who are to be made available by Licensee, provide real-time and/or historical access to such Operational Systems, as requested, sufficient to permit Licensor or its examiner(s) to conduct meaningful tests and analysis to verify that (i) the Operational Systems are properly and accurately tracking and reporting the use of the Compositions, and royalties payable therefor, as contemplated by the terms of

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this Agreement; and (ii) the Operational Systems are in compliance with the security requirements set forth in Section 5 of this Agreement. Licensee shall provide the information, systems access and personnel required by this Subsection 6.2 free of charge and, unless otherwise agreed by Licensor or its examiner(s), at Licensee's place of business.

6.3 During the course of and/or following completion of the Royalty and Security Examination, upon request by Licensor or an examiner acting on its behalf, Licensee shall make available company personnel at an appropriate level of seniority and/or technical ability to discuss and/or resolve particular issues and findings arising out of such examination.

6.4 Licensee shall maintain any and all Documentation that reasonably might be expected to be relevant to Licensor's conduct of a Royalty and Security Examination for a period of at least four (4) years following the expiration or termination of this Agreement, unless there is a Royalty and Security Examination in progress or not fully resolved as of the expiration of such period, in which case the Documentation shall be maintained until the Royalty and Security Examination is fully resolved to the satisfaction of Licensor.

6.5 If a royalty examination reveals a nonpayment or underpayment of royalties due to Licensor, the amounts determined to be owing shall be subject to interest payable at the rate of prime plus two percent (2%) compounded daily calculated from the date the royalties were due to be paid under the applicable reporting period to the date of ultimate payment to Licensor.

7. Termination/Default

7.1 All license authority pursuant to Licenses issued hereunder shall terminate upon the expiration or termination of this Agreement (unless such Licenses are renewed pursuant to a renewal of this Agreement as contemplated under Section 3, in which case the terms of renewal shall apply as appropriate), and any further transmission and/or reproduction of any Composition after the expiration of this Agreement shall be prohibited and actionable as an act of infringement under, and fully subject to the remedies provided by, the Copyright Act. Notwithstanding the foregoing, provided that the Agreement has not been terminated due to Licensee's breach or default, any Server Fixations existing on Servers and/or Ringtone Deliveries existing on Covered Devices as of the expiration of the Agreement may remain on such Servers and Covered Devices; provided, however, that such existing Server Fixations (in addition to the Ringtone Deliveries) may not be further reproduced or distributed after the expiration of the Agreement.

7.2 Notwithstanding, without limiting and in addition to any other remedy that may be available at law or in equity and/or under this Agreement, Licensee understands and agrees that: (a) in the event Licensee fails to account to

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Licensor and pay royalties provided for in Section 2, Licensor may provide written notice to Licensee in the same manner as provided in Section 115(c)(6) of the Copyright Act that, unless the default is fully remedied within thirty (30) days from the date of the notice, this Agreement and any Licenses issued hereunder will be automatically terminated, and that such termination will render the transmission and/or reproduction or both, of any Composition for which royalties have not been fully paid actionable as an act of infringement under Section 501 of the Copyright Act, and fully subject to the remedies provided by Sections 502 through 506 and 509 the Copyright Act; (b) in the event Licensee is in material breach or default of any of its obligations under this Agreement, Licensor may provide written notice to Licensee in the same manner as provided by Section 115(c)(6) of the Copyright Act that, unless the default is fully remedied within thirty (30) days from the date of the notice, this Agreement and any Licenses issued hereunder will be automatically terminated, and that such termination will render the further transmission and/or reproduction, or both, of any Composition actionable as an act of infringement under Section 501 of the Copyright Act, and fully subject to the remedies provided by Sections 502 through 506 and 509 of the Copyright Act. Licensee further understands and agrees that in the case of infringement, irreparable harm may be presumed, and Licensor shall be entitled as appropriate to injunctive relief, in addition to any other remedy that may be available at law or in equity and/or under this Agreement. For the avoidance of doubt, and without limitation, Licensee's breach of any of the obligations imposed by Sections 2, 5 and 6 of this Agreement shall be considered a material breach of, and default under, this Agreement.

7.3 To the extent permitted by applicable law, and without limitation, the occurrence of any of the following events shall also be considered a default and shall terminate this Agreement: (a) Licensee's dissolution and/or the liquidation of all of Licensee's assets; (b) the filing of a petition in bankruptcy or insolvency or for an arrangement or reorganization by, for or against Licensee; (c) the appointment of a receiver or trustee for all or a portion of Licensee's assets; (d) Licensee's assignment of assets for the benefit of creditors; and (e) Licensee's insolvency. Upon the occurrence of any of the events described in items (a) through (c) of this Subsection 7.3, notwithstanding, without limiting and in addition to any other remedy that may be available at law or in equity and/or under this Agreement, this Agreement and all license authority pursuant to any Licenses granted hereunder shall terminate automatically without the requirement of any further action on the part of Licensor. If Licensee lacks a legally valid license at any time during the Term for any Musical Works wholly or partially owned or administered by Licensor that are being exploited by Licensee in any manner, Licensee shall have a thirty (30) day cure period to attempt to remedy such lack of a legally valid license unless Licensor demands that Licensee remove such Musical Work(s) from Licensor's website per the terms of paragraph 1.2, prior to the lack of a legally valid license shall be deemed a material breach hereunder, warranting automatic termination.

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7.4 Notwithstanding, without limiting and in addition to any other remedy that may be available at law or in equity and/or under this Agreement, including without limitation the remedies set forth in Subsection 7.2, the breach of any of the provisions set forth in Section 5 shall entitle Licensor to specific performance of such provision and/or to terminate, effective immediately upon the giving of notice, the license authority pursuant to any License granted hereunder.

7.5 Notwithstanding the expiration or termination of this Agreement, Sections 2, 4, 5 and 6 and Subsections 7.1, 7.4, 7.6, 8.2, 8.3, 8.4, 8.5, 8.6, 8.8 and 8.11 shall to the extent applicable survive and continue to bind the parties and their legal representatives and successors.

8. Miscellaneous

8.1 Notices. All notices hereunder shall be in writing and shall be deemed effective (a) if provided by hand delivery, upon delivery; (b) if provided by overnight courier, one (1) business day following the date sent; and (c) if provided by registered or certified mail, return receipt requested, five (5) business days following the date mailed. Notices shall be sent to the following addresses:

If to Licensor:

To the address set forth above. Attn: Sr. VP, Legal & Business Affairs. Fax: 310/441-9094.

If to Licensee:

To the address set forth above. Attn: _____.
Fax: _____.

8.2 Publicity. Neither party shall issue any press release or other publicity document concerning this Agreement without the prior written consent of the other party.

8.3 Assignment. This Agreement may not be assigned.

8.4 Entire Agreement; Amendment. This Agreement represents the entire understanding of the parties with respect to the subject matter hereof, supersedes all prior and contemporaneous agreements and understandings of the parties with respect to the subject matter hereof, and may not be altered or amended except in a written instrument executed by both parties.

8.5 Governing Law; Jurisdiction. This Agreement shall be governed by, and construed in accordance with, federal law and/or the laws of the State of New York (without giving effect to conflicts of law principles thereof), as may be applicable. With respect to any action or proceeding arising out of this

Agreement, the parties (a) agree that the sole and exclusive venue for such action or proceeding shall be in a court of appropriate jurisdiction located in New York County, New York; (2) agree to the appropriateness of, and waive any objection concerning, the propriety and/or convenience of, proceeding in such venue; and (3) consent to the personal jurisdiction of such court.

8.6 Severability; Waiver. If a court should determine that any part of this Agreement is invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect. Performance of any obligation required of a party hereunder may be waived only by a written waiver signed by a duly authorized officer of the other party, which waiver shall be effective only with respect to the specific obligation described therein.

8.7 Headings. The titles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

8.8 Assistance of Counsel. Each party hereto acknowledges that it has been represented by its own independent counsel, who has reviewed this Agreement and discussed the terms herein with his or her respective client prior to execution.

8.9 Counterparts. This Agreement may be executed in multiple counterparts and delivery of an executed counterpart may be made by facsimile, each such counterpart to be considered and accepted as an original, and all such counterparts together to constitute a single Agreement.

8.10 No Partnership. Nothing herein shall create, expressly or implied, a partnership, joint venture or other association between the parties.

8.11 Confidentiality. Licensee and Licensor agree that all information contained in this license and/or acquired in the course of business shall be kept confidential. Such information shall not be disclosed at any time except to the extent required by a court or other tribunal having jurisdiction or pursuant to rules and regulations of a governmental body. Notwithstanding the foregoing, the parties acknowledge that in certain situations, such as where a license contains a favored nations provision, the information contained in the license may have to be divulged.

8.12 It is a condition of the grant of this license that no Composition is used in conjunction with any visuals of any motion picture, television series or other production in which the Composition was used as a cue and/or soundtrack composition without the written approval from the owner or licensor of the applicable production or property, nor shall any Composition be used with any images substantially similar to such production or which uses or portrays any of the principal characters or key locations of that production without the written approval from such owner or licensor of the applicable production. In the event that Licensee uses or authorizes such use of the production without the written license of the owner or licensor of the production, then Licensor

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will be permitted to terminate this license upon giving notice to Licensee without repayment or any monies paid under this license or other liability to Licensee. Licensee must provide Licensor with proof of any such written approval promptly upon request.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date:

FAMOUS MUSIC CORPORATION

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By: _____
Print name: KENT J. KLAVENS
Title: SENIOR VICE PRESIDENT
LEGAL AND BUSINESS AFFAIRS

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Schedule A (Compositions approved from April 4th 2003 through December 31st 2005, and added per 1.1 above)

Title	Writers	Publishing	Famou Admi
A Fuego Lento	Arroyave, G.Santander	Clear Mind Music, LLC, Famous Music Corp. - ASCAP; Santander Music, Ensign Music Corp. - BMI	100%
Ain't It Funny	Atkins, Crocker, Harvey, Douglas, Mack, Lorenzo	Blunts Guns and Funds Music, Famous Music Corp. - ASCAP; DJ Irv Publ., Ensign Music Corp. - BMI	25%
Alive	Bernardo, Curiel, Daniels, Sandoval	Soujah Music, Famous Music Corp. - ASCAP	100%
Always On Time	Atkins, Aurelius, Lorenzo	DJ Irv Publ., Ensign Music Corp. - BMI	25%
Angel In Disguise	Daniels, Hale, Jerkins, Jerkins III, Phillips, Turman	Fred Jerkins Publ., Ensign Music Corp. - BMI	5%
Anything	Gist, Huggar, Moore	Uh Oh Entertainment, Inc., Famous Music Corp. - ASCAP	50%
Ave Maria	G. Santander, K. Santander	Santander Melodies, Famous Music Corp. - ASCAP; Kike Santander Music, Ensign Music Corp. - BMI	100%
Azul	G. Santander, K. Santander	Clear Mind Music, LLC, Famous Music Corp. - ASCAP	60%
Baby	Dean, Douglas, Jordan, Lorenzo, Parker	Soldierz Touch, Famous Music Corp. - ASCAP; DJ Irv Publ., Ensign Music Corp. - BMI	12.5%
Baby Elephant Walk	Mancini	Famous Music Corp. - ASCAP	100%
Beautiful	Perry	Stuck In The Throat Music, Famous Music Corp. - ASCAP	100%
Beverly Hills 90210	Davis	Spelling Television Music, Famous Music Corp. - ASCAP	100%
Beverly Hills Cop Theme	Faltermeyer	Famous Music Corp. - ASCAP	100%
Boy Is Mine, The	Daniels, Jerkins, Jerkins III, Norwood, Tejeda	Fred Jerkins Publ., Ensign Music Corp. - BMI	8%
Breakup 2 Makeup Remix	Douglas, Lorenzo, Parker	Soldierz Touch, ISJ Music, Famous Music Corp. - ASCAP; DJ Irv Publ., Ensign Music Corp. - BMI	50%
Burning Heart	Peterik, Sullivan	Famous Music Corp. - ASCAP; Three Wise Boys Music LLC, Ensign Music Corp. - BMI	75%
Business	Elizondo, Feemster, Mathers, Young	Eight Mile Style Music (administered by Ensign Music Corp.) - BMI	50%
But It's Alright	Jackson, Tubbs	Pamelarosa Music, Famous Music Corp. - ASCAP	100%
Can I Get A...	Atkins, Carter, Lorenzo, Mays	DJ Irv Publ., 6 Mo Shots Music, Ensign Music Corp. - BMI	50%

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Schedule A (Compositions approved from April 4th 2003 through December 31st 2005, and added per 1.1 above)

Title	Writers	Publishing	Fame Adm
Case Of The Ex	Hale, Nkhereanye, Stewart	Mo Better Grooves Music, Tunes On The Verge Of Insanity, Famous Music Corp. - ASCAP	50%
Change The World	Bernardo, Daniels, Sandoval, Truby	Souljah Music, Famous Music Corp. - ASCAP	75%
Clap Back	Atkins, Lorenzo, Storch	DJ Irv Publishing, Ensign Music Corp. - BMI	50%
Clavame Tu Amor	Arroyave, Sanchez	Santander Melodies, Famous Music Corp. - ASCAP; Santander Songs, Ensign Music Corp. - BMI	100
Cleanin' Out My Closet	Bass, Mathers	Eight Mile Style Music (administered by Ensign Music Corp.) - BMI	50%
Comedown	Rossdale	Mad Dog Winston Music Ltd., Ensign Music Corp. - BMI	100
Coming Around Again	Simon	C'est Music, Famous Music Corp. - ASCAP	100
Con Ella	Santander, Sanchez	Clear Mind Music, LLC, Famous Music Corp. - ASCAP	80%
Crown, The	Atkins, Lorenzo, Parker	Soldierz Touch Music, Famous Music Corp. - ASCAP; DJ Irv Publ., Ensign Music Corp. - BMI	50%
Cult Of Personality	Calhoun, Glover, Reid, Skillings	Dare To Dream Music, Teenage Dog Music, Darkology Music, Famous Music Corp. - ASCAP	100
Da Rockwilder	Noble	Funky Noble Productions, Famous Music Corp. - ASCAP	12.5
Digale	Leuzzi, G. Santander	Clear Mind Music, LLC, Famous Music Corp. - ASCAP	100
Down Ass Chick	Atkins, Aurelius, Lorenzo	DJ Irv Publ., Ensign Music Corp. - BMI	25%
Down 4 U	Atkins, Aurelius, Douglas, Lane, Lorenzo, Parker, Troutman	Aurelius Publ., Soldierz Touch, Famous Music Corp. - ASCAP; DJ Irv Publ., Ensign Music Corp. - BMI	45%
End Of The Road	Edmonds, Reid, Simmons	Ensign Music Corp. - BMI	25%
Entre El Delirio Y La Locura	G. Santander, K. Santander	Santander Melodies, Famous Music Corp. - ASCAP; Kike Santander Music, Ensign Music Corp. - BMI	100
Eye Of The Tiger	Peterik, Sullivan	Three Wise Boys Music LLC, Ensign Music Corp. - BMI	50%
Faithful To You	Bastiany, Johnson	Black Fire Publishing, Famous Music Corp. - ASCAP	50%
Flashdance What A Feeling	Cara, Moroder	Famous Music Corp. - ASCAP	13.5

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Schedule A (Compositions approved from April 4th 2003 through December 31st 2005, and added per 1.1 above)

Title	Writers	Publishing	Famo Admi
Foolish	Aurelius, Debarge, Douglas, Jordan, Lorenzo	DJ Irv Publishing, Ensign Music Corp. - BMI	12.5%
Footloose	Pitchford	Ensign Music Corp. - BMI; Famous Music Corp. - ASCAP	100%
Forrest Gump Suite	Silvestri	Ensign Music Corp. - BMI	100%
Friday the 13th Theme	Mollin	Addax Music Co, Inc. - ASCAP	100%
Gank, The (I Can't Go On)	Haynes, Yaghnam	Up Above Publishing, Inc., Famous Music Publ. - ASCAP	50%
Get It On Tonite	Benbow, Evans, Jordan, Korduletsch, Palmer, Wilson	Montell Jordan Music, Famous Music Corp. - ASCAP	10%
Get The Party Started	Perry	Stuck In The Throat Music, Famous Music Corp. - ASCAP	100%
Gigolo	Cannon, Kelly	N-Can-N Tunes, Tunes By Nickelodeon, Inc., Famous Music Corp. - ASCAP	37.5%
Gimme Some More	Herrman, Smith, Spivey	Ensign Music Corp. - BMI	60%
Godfather Waltz	Rota	Famous Music Corp. - ASCAP	100%
Guilty Conscience	Mathers, Stein, Young	Eight Mile Style Music, Ensign Music Corp. - BMI	25%
Happy	Calhoun, Douglas, Lorenzo, Parker	Soldierz Touch, Famous Music Corp. - ASCAP; DJ Irv Publ., Ensign Music Corp. - BMI	16.67
Happy Days	Fox, Gimbel	Bruin Music Co. - BMI	100%
Happy Trails	Evans	Paramount-Roy Rogers Music Co., Famous Music Corp. - ASCAP	100%
Heart And Soul	Carmichael, Loesser	Famous Music Corp. - ASCAP	100%
Heat Is On, The	Faltermeyer, Forsey	Famous Music Corp. - ASCAP	100%
Heaven Can Wait (Love Theme)	Grusin	Ensign Music Corp. - BMI	100%
Hey Mr. D.J.	Bahr, Gist, Grey, Neufville, Ware	Flavor Unit Records, Inc., 9th Town Music Inc., Famous Music Corp. - ASCAP	84%
High On You	Peterik, Sullivan	Three Wise Boys Music LLC, Ensign Music Corp. - BMI	50%
Hold On	Bastiany, Brown, Roberson	Black Fire Publishing, Famous Music Corp. - ASCAP	50%
Hopelessly Devoted To You	Farrar	Stigwood Productions, John Farrar Music, Ensign Music Corp. - BMI	100%
How Deep Is Your Love	Noble	Funky Noble Prod., Famous Music Corp. - ASCAP	10%
How Do You Talk To An Angel	Coffing, S. Tyrell, Tyrell	Songsters Music, Ensign Music Corp. - BMI	33.33
Hyperballad	Gudmundsdottir	Bjork Gudmundsdottir Publ., Famous Music Corp. - ASCAP	100%

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Schedule A (Compositions approved from April 4th 2003 through December 31st 2005, and added per 1.1 above)

Title	Writers	Publishing	Famc Adm
I Can Do That	Bishop, Jordan	Hudson Jordan Music, Famous Music Corp. - ASCAP	50%
I Cry	Atkins, Gamble, Huff, Lorenzo, Loving, Mays	DJ Irv Publishing, 6 Mo Shots Music, Ensign Music Corp. - BMI	20%
I Don't Want To Wait	Cole	Hing Face Music, Ensign Music Corp. - BMI	100'
I Hope You Dance	Sanders, Sillers	Choice Is Tragic Music, Ensign Music Corp. - BMI	50%
I Know What You Want	Fisher, Jones, Lewis, McNair, Smith, Thomas	Starbus Publishing, Ensign Music Corp. - BMI	30%
I Need A Man	Aurelius, Bacon, Celeste, Marchand	Marcus Aurelius Music, ISJ Music, Famous Music Corp. - ASCAP	50%
I Remember	Kelley, N. Morris, W. Morris, Robinson, Stockman	Vanderpool Publ., Aynaw Publ., Shawn Patrick Publ., Ensign Music Corp. - BMI	49.9
If You Had My Love	Daniels, Jerkins, Jerkins III, Lopez, Rooney	Fred Jerkins Publ., Ensign Music Corp. - BMI	12%
If You Only Knew	Daniels, Jerkins, Jerkins III	Fred Jerkins Publishing, Ensign Music Corp. - BMI	25%
I'm Back	Elizondo, Mathers, Young	Eight Mile Style Music, Ensign Music Corp. - BMI	50%
I'm Good	Daniels, Jerkins, Jerkins III, Reed	Fred Jerkins Publishing, Ensign Music Corp. - BMI	15%
I'm Popeye The Sailor Man	Lerner	Famous Music Corp. - ASCAP; Carl Gehrman Musikforlag	75%
I'm Real	Atkins, Aurelius, Johnson, Lorenzo	DJ Irv Publ., Ensign Music Corp. - BMI	16.7
In And Out Of Love	Bon Jovi	Bon Jovi Publ., Famous Music Corp. - ASCAP	100'
Incomplete	Crawford, Hudson, Jordan	Montell Jordan Music, Famous Music Corp. - ASCAP	40%
Isn't It Romantic	Hart, Rodgers	Famous Music Corp. - ASCAP	100'
It Don't Mean A Thing (If It Ain't Got That Swing)	Ellington, Mills	Famous Music Corp. - ASCAP	50%
It's Not Right But It's Okay	Daniels, Estes, Phillips, Jerkins, Jerkins III	Fred Jerkins Publ., Ensign Music Corp. - BMI	15%
Just In Case	Berkeley, Gist, Huggar	Uh Oh Entertainment, Inc., Famous Music Corp. - ASCAP	50%
Kill You	Bradford, Mathers, Young	Eight Mile Style Music, Ensign Music Corp. - BMI	50%
Let's Hear It For The Boy	Pitchford, Snow	Ensign Music Corp. - BMI	100'
Let's Ride	Bishop, Jordan	Hudson Jordan Music, Famous Music Corp. - ASCAP	50%
Light Your Ass On Fire	Hugo, Smith, Williams	Starbus Publishing, Ensign Music Corp. - BMI	33.3

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Schedule A (Compositions approved from April 4th 2003 through December 31st 2005, and added per 1.1 above)

Title	Writers	Publishing	Famou Admi
Livin' It Up	Atkins, Broadus, Haywood, Knight, Lorenzo, Mays, Wonder	DJ Irv Publ., 6 Mo Shots Music, Ensign Music Corp. - BMI	12.5%
Longtime Gone	Scott	Chuck Wagon Gourmet Music, Famous Music Corp. - ASCAP	100%
Love You More	Howard, Little, Smith	Big James Publishing, Famous Music Corp. - ASCAP	90%
Machinehead	Rossdale	Mad Dog Winston Music Ltd., Ensign Music Corp. - BMI	100%
Make It Clap	Lewis, Smith, Thomas	Starbus Publishing, Ensign Music Corp. – BMI	30%
Making Our Dreams Come True	Fox, Gimbel	Bruin Music Co. - BMI	100%
	~~Atkins, Bell, Creed, Lorenzo,~~	Soldierz Touch, Famous Music ~~Corp. – ASCAP; DJ Irv Publ.,~~	
Mesmerize	Parker	Ensign Music Corp. - BMI	25%
Mission Impossible	Schifrin	Bruin Music Co. - BMI	100%
Moments Like This	Lane, Loesser	Famous Music Corp. - ASCAP	100%
Mona Lisa	Evans, Livingston	Famous Music Corp. - ASCAP	100%
Mono	Love, Perry, L.Schemel, P.Schemel	Stuck In The Throat Music, Famous Music Corp. - ASCAP	30%
Moon River	Mancini, Mercer	Famous Music Corp. - ASCAP	100%
Mork And Mindy	Botkin, Jr.	Addax Music Co, Inc. - ASCAP	100%
Mouth (Remix)	Rossdale	Mad Dog Winston Music Ltd., Ensign Music Corp. - BMI	100%
My Dad's Gone Crazy	Elizondo, Feemster, Mathers, Young	Eight Mile Style Music (administered by Ensign Music Corp.) - BMI	50%
My Heart Will Go On	Horner, Jennings	Famous Music Corp. - ASCAP; Ensign Music Corp. - BMI	62.5
Nobody Else	Carter, Gibson, Job, Sayles, Scott	~~Harrindur Publishing Co.,~~ Joe Public Music, Ensign Music Corp. - BMI	75%
Nobody's Supposed To Be Here	Crawford, Jordan	Hudson Jordan Music, Famous Music Corp. - ASCAP	35%
#1	Haynes, Yaghnam	Up Above Publishing, Inc., Famous Music Publ. - ASCAP	50
Odd Couple, The	Cahn, Hefti	Famous Music Corp. - ASCAP	50
Officially Missing You	Aurelius	ISJ Music, Famous Music Corp. - ASCAP	100
One Sweet Day	Afanasieff, Carey McCary, N. Morris, W. Morris, Stockman	Black Panther Publishing Co., Vanderpool Publ., Aynaw Publ., Shawn Patrick Publ., Ensign Music Corp. - BMI	25
Out of My Heart (Into Your Head)	Burns, A.Griffiths, C.Griffiths	Famous Music Publishing Limited, Famous Music Corp. - ASCAP	50

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Schedule A (Compositions approved from April 4th 2003 through December 31st 2005, and added per 1.1 above)

Title	Writers	Publishing	Famou Admi
Pain Is Love	Atkins, Aurelius, Lorenzo	DJ Irv Publ., Ensign Music Corp. - BMI	25%
Pass The Courvoisier (Part II)	Higgins, Jackson, Smith	East Coast Stomp Music, T'Ziah's Music, Jelly-Tea Marijuana Music, Starbus Publishing, Ensign Music Corp. - BMI	29.97
The Pledge	Aurelius, Crocker, Douglas, Lorenzo	Marcus Aurelius Muso, Blunts Guns & Funds Music, ISJ Music, Famous Music Corp. - ASCAP; DJ Irv Publ., Ensign Music Corp. - BMI	60%
Por Mas Que Intento	K. Santander	Kike Santander Music, Ensign Music Corp. - BMI	100%
Put It On Me	Atkins, Crocker, Lorenzo, Walcott	Blunts Guns and Funds Music, Tru Stylze Music, Famous Music Corp. - ASCAP; DJ Irv Publ., Ensign Music Corp. - BMI	60%
Que Ganas	Betancourt, Montaner, Ochoa	Santander Melodies, Famous Music Corp. - ASCAP; Santander Songs, Ensign Music Corp. - BMI	50%
Quero Perderme En Tu Cuerpo	K. Santander	Kike Santander Music, Ensign Music Corp. - BMI	100%
Rain On Me	Bacharach, David, Douglas, Lorenzo, Parker	Soldierz Touch, ISJ Music, Famous Music Corp. - ASCAP; DJ Irv Publ., Ensign Music Corp. - BMI	25%
Real Slim Shady	Coster, Elizondo, Mathers, Young	Eight Mile Style Music, Ensign Music Corp. - BMI	50%
Remember Me	Collins, Jones, Mathers, Young	Eight Mile Style Music, Ensign Music Corp. - BMI	16.68
Ride Wit U	Haggins, Romano, Smith, Varias	Big James Publishing, Famous Music Corp. - ASCAP	40%
Ridin'	Brightman, Glenn, Gruber, Lonich, Nelson	Lit Up Music, Famous Music Corp. - ASCAP	87%
Rock Wit U (Awww Baby)	Douglas, Lorenzo, Parker	Soldierz Touch, ISJ Music, Famous Music Corp. - ASCAP; DJ Irv Publ., Ensign Music Corp. - BMI	50%
Role Model	Bradford, Mathers, Young	Eight Mile Style Music, Ensign Music Corp. - BMI	50%
Romeo And Juliet (Love Theme)	Rota	Famous Music Corp. - ASCAP	100%
Rump Shaker	Davidson, Debarge, Debarge, Jordan, Hollins, Riley, Williams, Wynn	Ujaama Music, Smokin' Sounds Music, Famous Music Corp. - ASCAP; Detaj Music, Ensign Music Corp. - BMI	28.4

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Schedule A (Compositions approved from April 4th 2003 through December 31st 2005, and added per 1.1 above)

Title	Writers	Publishing	Famou Admir
Sleep Safe And Warm	Komeda, Kusik, Snyder	Famous Music Corp. - ASCAP	100%
Say My Name	Daniels, Jerkins, Jerkins III, Knowles, Luckett, Roberson, Rowland	Fred Jerkins Publ., Ensign Music Corp. - BMI	15%
Scenario	Higgins, Smith, Jackson	East Coast Stomp Music, T'Ziah's Music, Jelly-Tea Marijuana Music, Ensign Music Corp. - BMI	30%
School Of Hard Knocks	Bernardo, Curiel, Daniels, Sandoval	Souljah Music, Famous Music Corp. - ASCAP	100%
Search Is Over, The	Peterik, Sullivan	Three Wise Boys Music LLC, Ensign Music Corp. - BMI	40%
Sexual Revolution	Gray, Ruzumna, Swann, Wilder	D Style Music, Famous Music Corp. - ASCAP	2.5%
Silver Bells	Evans, Livingston	Famous Music Corp. - ASCAP	100%
Sing For The Moment	Bass, Mathers, Tyler	Eight Mile Style Music (administered by Ensign Music Corp.) - BMI	12.5
6 Feet Underground	Atkins, Hinson, Lorenzo	DJ Irv Publ., Ensign Music Corp. BMI	25%
Slow Jamz	Bacharach, David, Mitchell, West	Famous Music Corp. - ASCAP	26.67
So Gone (Remix)	Smith	Starbus Publishing, Ensign Music Corp. - BMI	25%
Square Dance	Bass, Mathers, Resto	Eight Mile Style Music (administered by Ensign Music Corp.) - BMI	70%
Stan	Armstrong, Herman, Mathers	Eight Mile Style Music, Ensign Music Corp. - BMI	50%
Star Trek: Theme	Goldsmith	Ensign Music Corp. - BMI	100
Star Trek: The Next Generation	Courage, Goldsmith, Roddenberry	Bruin Music Co., Ensign Music Co. - BMI	100
Star Trek: Voyager	Goldsmith	Bruin Music Co. - BMI	100
Superman	Bass, King, Mathers	Eight Mile Style Music (administered by Ensign Music Corp.) - BMI	70
Sweetest Days, The	Galdston, Lind, Waldman	Kazzoom Music/Song Music Publ., Famous Music Corp. - ASCAP	33.3
Take A Look Around	Durst, Schifrin	Famous Music Corp. - ASCAP; Bruin Music Co. - BMI	100
Take Me There	Betha, Foster, Mothersbaugh, Nelson, Riley, Savage	Tunes By Nickelodeon, Inc., Famous Music Corp. - ASCAP; Mutato Muzika, Inc., Music By Nickelodeon, Inc; Ensign Music Corp. - BMI	35
Take My Breath Away	Moroder, Whitlock	Famous Music Corp. - ASCAP	26

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Schedule A (Compositions approved from April 4th 2003 through December 31st 2005, and added per 1.1 above)

Title	Writers	Publishing	Famou Admin
That'd Be Alright	Nichols, Sanders, Sillers	Life Is Fine Music, Ensign Music Corp. - BMI	33.34%
That's Why I Wanna Fight	Daniels, Jerkins, Jerkins III	Fred Jerkins Publ., Ensign Music Corp. - BMI	20%
This One's For The Girls	C.Lindsey, H. Lindsey, Mayo	Animal Fair, Famous Music Corp. - ASCAP	33.34%
Thug Lovin'	Atkins, Lorenzo, Parker, Wonder	Soldierz Touch, Famous Music Corp. - ASCAP; DJ Irv Publ., Ensign Music Corp. - BMI	25%
Thugz Mansion	Aurelius, Hamilton, Jackson, Shakur	ISJ Music, Famous Music Corp. - ASCAP	25%
Till I Collapse	Hale, Mathers, May, Resto	Eight Mile Style Music (administered by Ensign Music Corp.) - BMI	58%
Top Gun Anthem	Faltermeyer	Famous Music Corp. - ASCAP	100%
Toy Soldiers	Dawson, Jay Margules	Tika Tunes, Famous Music Corp. - ASCAP; Ensign Music Corp. - BMI	100%
Up Where We Belong	Jennings, Nitzsche, Sainte-Marie	Famous Music Corp. - ASCAP; Ensign Music Corp. - BMI	100%
Walking In Memphis	Cohn	Famous Music Corp. - ASCAP	100%
Way I Am	Mathers	Eight Mile Style Music, Ensign Music Corp. - BMI	100%
Way You Love Me, The	Dulaney, Follese	Coyote House Music, Airstream Dreams Music, Famous Music Corp. - ASCAP	50%
We Murderers Baby	Atkins, Lorenzo, Mays, White	DJ Irv Publishing, 6 Mo Shots Music, Ensign Music Corp. - BMI	25%
What About Us	Daniels, Jerkins, Jerkins III, Payne, Pratt	Ensign Music Corp., Fred Jerkins Publ. - BMI	5%
What's Luv	Atkins, Britten, Cartagena, Lorenzo, Lyle, Parker, Rios	Soldierz Touch, Famous Music Corp. - ASCAP; DJ Irv Publ., Ensign Music Corp. - BMI	50%
What's My Name	Hinson, Lorenzo, Simmons	DJ Irv Publ., Ensign Music Corp. - BMI	25%
What's Up	Perry	Stuck In The Throat Music, Famous Music Corp. - ASCAP	100%
What The Beat	Ifill, Mathers, Montgomery, Shaw, Smith	Eight Mile Style Music, Ensign Music Corp. - BMI	20%
When I See You	Gray, Indrizzo, Medal-Johnson, Ruzumna	Evero Music, Famous Music Corp. - ASCAP	16.66
Where Do I Begin	Lai, Sigman	Famous Music Corp. - ASCAP	50%
Where Everybody Knows Your Name	Hart, Portnoy	Addax Music Co. - ASCAP	100%
Where Have All The Cowboys Gone?	Cole	Hing Face Music, Ensign Music Corp. - BMI	100%

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Schedule A (Compositions approved from April 4th 2003 through December 31st 2005, and added per 1.1 above)

Title	Writers	Publishing	Famous Admin
Wherever You Go	Bottoms, Harris, McCary	Black Panther Publishing Co., Ensign Music Corp. - BMI	43.75%
Wifey	Berkeley, Gist, Huggar, Jackson	Uh Oh Entertainment, Inc., Famous Music Corp. - ASCAP	40%
Will You	Bernardo, Daniels, Sandoval, Truby	Souljah Music, Famous Music Corp. - ASCAP	75%
Without Me	Bass, Bell, Dudley, Horn, Mathers, McLaren,	Eight Mile Style Music (administered by Ensign Music Corp.) - BMI	33.75%
X	Atkins, Aurelius, Elliott, Lorenzo	DJ Iv Publishing, Ensign Music Corp. - BMI	25%
You're The One That I Want	Farrar	John Farrar Music, Stigwood Prod., Ensign Music Corp. - BMI	100%
As I Come Back	Fareed, Higgins, Hugo, Jackson, Jones-Muhammad, Smith, Taylor, Williams	Jelly-Tea Marijuana Music, T-Ziah's Music, East Coast Stomp Music, Starbus Publishing, Ensign Music Corp. - BMI	31.66%
Brady Bunch Theme	Devol, Schwartz	Addax Music Co. - ASCAP	100%
Casper The Friendly Ghost Theme	David, Livingston	Famous Music Corp. - ASCAP	100%
Casper (Open Title)	Sharples	Famous Music Corp. - ASCAP	100%
Casper (Close Theme)	Sharples	Famous Music Corp. - ASCAP	100%
Felix The Cat Theme	Sharples	Felix The Cat Productions, Inc., Famous Music Corp. - ASCAP	100%
Happy Days Theme	Fox, Gimbel	Bruin Music Co. - BMI	100%
Heckle and Jeckle	Scheib	Viacom Music Inc., Ensign Music Corp. - BMI	100%
Hotel - Main Title	Mancini	Aaron Spelling Music (administered by Famous Music Corporation) - ASCAP	100%
MacGyver Theme	Edelman	Bruin Music Co. - BMI	100%
Mighty Mouse Theme	Barer, Scheib	VSC Compositions Inc., Famous Music Corp. - ASCAP; VSC Music Inc., Ensign Music Corp. - BMI	50%
Serpico Theme	Berstein	Bruin Music Co. - BMI	100%
Swallowed	Rossdale	Mad Dog Winston Music Ltd., Ensign Music Corp. - BMI	100%
		Total for added songs =	

EXHIBIT CO 0110

EXECUTED COPY

#5402

The Famous Music Publishing Companies
RINGTONE LICENSING AGREEMENT

This agreement ("Agreement") is entered into as of January 1, 2005 ("Effective Date") by and between REDACTED ("Licensee") and The Famous Music Publishing Companies, 10635 Santa Monica Blvd, Suite #300, Los Angeles, CA 90025 ("Licensor").

WHEREAS, Licensee owns and operates a service pursuant to which excerpts of musical compositions ("Musical Works") in the form of Ringtones (as below defined) are digitally reproduced on a central computer server or servers, which Ringtones are subsequently transmitted from such servers and downloaded to Covered Devices (as below defined) ("Service"); and

WHEREAS, in order to operate the Service, Licensee seeks licenses to make Server Fixations (as below defined) and reproduce and distribute Ringtones of Musical Works that are owned and/or controlled wholly or partially by Licensor;

NOW, THEREFORE, in consideration of the promises contained in this Agreement and for other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Licensing

1.1 Pursuant to the terms of this Agreement, and as more particularly described herein, upon receipt of appropriate license requests ("License Requests") from Licensee, Licensor shall issue non-exclusive licenses ("Licenses") to reproduce and distribute Ringtones of Musical Works wholly or partially owned and/or controlled by Licensor (the "Compositions") for use on Licensee's Service in accordance with the terms of this Agreement. The license authority contemplated hereunder and granted pursuant to any License issued hereunder shall include and is limited to: (a) the digital reproduction of Ringtones of Compositions on a central computer server or servers directly owned and/or directly controlled by Licensee and located in the United States (including its territories and possessions and the Commonwealth of Puerto Rico [collectively, the "United States"]] ("Servers"), solely for use in connection with the Service ("Server Fixations"); (b) the digital transmission of Ringtones of Compositions from such Servers for streaming or storage on Covered Devices, solely for use in connection with the Service in the territory of the United States only; (c) the reproduction of Ringtones of Compositions on Covered Devices, solely for use in connection with the Service in the United States only ("Ringtone Deliveries"); and (d) the offering of Promotional Ringtones (as below defined) of Compositions, solely for use in connection with the Service.

For purposes of this Agreement:

A "Ringtone" is an excerpt, not to exceed forty five (:45) seconds, of a Composition that is embodied in either (i) a digital file containing codes representing and capable of being rendered into audio and played back as musical notes constituting the work's melody in either monophonic or polyphonic form ("Phonic Ringtone"), or (ii) a digital file representing an excerpt of no more than forty five (:45) seconds of a sound recording of the Composition ("Pre-Recorded Ringtone"). In both cases, such excerpt is generally intended to be digitally transmitted to and stored in an end user's Covered Device and played by such intended destination Covered Device whenever the Covered Device activates its ringing or alert function indicating the arrival of a call, message or other notification (but no advertisements) received by the Covered Device, and is designed to be played by such Covered Device without any other distribution or transmission. Notwithstanding the foregoing, if the Composition excerpt is intended to be streamed and heard by a caller after such caller dials the end user's Covered Device, indicating to the caller that the end user's Covered Device is receiving their call, such audio-only excerpt may be referred to hereunder as a "Ringback." Unless otherwise specifically provided for herein, all terms and conditions hereunder which apply to Ringtones shall also apply to Ringbacks.

A "Covered Device" shall mean a mobile telephone, pager or other portable communications device with a telephonic or messaging function that operates on a wireless communications network regulated by the U.S. Federal Communications Commission pursuant to its rules governing commercial mobile radio services.

A "Promotional Ringtone" shall mean a digital transmission of a Ringtone in streamed form made available to a prospective purchaser free of charge and solely for the purpose of promoting the sale of the Ringtone, and that does not result in a reproduction of any part or all of the Ringtone that is accessible except by such prospective purchaser for an intended one-time promotional playback through the operation of a Covered Device or other device.

"Audiovisual" shall mean synchronized with a visual image (including graphics and/or any other type of imagery) when activated (as described above) on a Covered Device. Notwithstanding the foregoing, if a Covered Device lights up or vibrates in order to notify the consumer of an incoming call, such activity shall not constitute synchronization.

Any arrangements which Licensee shall cause to be made of the Compositions shall be made at Licensee's own expense and shall be created only as the result of employment-for-hire, and such arrangements shall be considered "works made for hire" as such term is used in the United States Copyright Law, and all copyrights therein and all renewals, extensions and reversions

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thereof throughout the world shall be owned by Licensor, subject to Licensee's use under this agreement. Arrangers shall not be entitled to authorship credit or status as a collaborator or any remuneration by way of royalty or otherwise from the authors of such Composition or from Licensor or any other designated agents of Licensor or from any society representing composer/publisher interests. This license does not authorize the creation of any recordings which deliberately imitate the featured and commercially exploited vocal performance by an artist of a Composition.

Licensee shall have the right to use up to thirty seconds (:30) of each Composition in a "streamed" digital audio transmission from Licensee's website for the sole purpose of providing consumers with Ringtone samples.

Nothing in this License shall be interpreted or construed in any manner to suggest that Licensee is being granted a license to use sound recordings embodying Compositions. All sound recordings must be cleared prior to any uses of such Compositions (if the sound recordings are owned and/or controlled by third parties).

1.2 All Licenses are subject to prior approval of Licensor. Licensee shall remove a Composition from all of Licensee's servers (and from any other location which allows access to such Composition) within seventy two (72) hours from Licensee's receipt of Licensor's written notice requesting such removal, if such request is due to any type of legal issue relating to the Composition, or a request from the composer (or representative of a composer), owner and/or co-publisher of a Composition.

1.3 Following execution of this Agreement, Licensee may begin submitting License Requests to Licensor (to the attention of Mary Beth Roberts, VP Catalog Development, The Famous Music Publishing Companies, 1633 Broadway, 11th Floor, NY NY 10019, or via email to mary_beth_roberts@paramount.com), which License Requests shall be duly processed by Licensor. Without limitation, Licensee shall include in each License Request (a) the title of the Composition for which a License is being requested; (b) the writer(s) of the Composition; (c) the publisher(s) of the Composition; and (d) whether the Ringtone is a Phonic Ringtone and/or a Pre-Recorded Ringtone and/or a Ringback, (e) the name of the record company that produced the sound recording embodied in a Pre-Recorded Ringtone; (f) the name of the artist; (g) the ISRC number for such sound recording; (h) the total playing time of the Ringtone; (i) the title of an album for which such sound recording has been previously licensed; (j) whether the ringtone is audio-only or audiovisual; and (k) such other information as may be required by Licensor.

1.4 Upon Licensee's request, Licensor shall provide Licensee with an electronic file specifying the Licenses issued under this Agreement (each such report a

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"Confirmation Report"). To aid Licensee in the calculation of royalties, with respect to each License, such Confirmation Report shall include, *inter alia*, Licensor's total administrative percentage share of each Composition.

1.5 For the avoidance of doubt, and without limitation, the Licenses granted hereunder do not extend to or cover: (a) any right of public performance (Licensee must obtain the necessary performing rights licenses either from Licensor's duly authorized performing rights societies or Licensor); (b) any copyrights or other rights in sound recordings and/or visual images; (c) any print, display or karaoke rights; (d) any adaptation (derivative work) rights; (e) any merchandising rights; (f) any use of a Composition (whether or not embodied in a sound recording) for a marketing campaign, product tie-in, game or contest or otherwise to advertise, promote or cross-promote any product or service; (g) any use of the title of a Composition, or the name or likeness of any writer, publisher or artist associated with a Composition, except for identification purposes as described in Section 4; (h) use of the lyrics of the Compositions in conjunction with Phonic Ringtones; or (i) any other use of a Composition not specifically and expressly provided for herein. No Composition shall be used in any manner which could be considered in bad taste or in an offensive manner. Licensee shall not use the Compositions in any manner which brings Licensor, any of the composers of the Compositions, or any co-publisher into public disrepute or which reflects adversely on the Compositions. Compositions shall not be isolated or positioned in any way which can be construed as advertising or promoting any product or service (including Licensee). **The license authority under any License issued hereunder is limited to and granted solely with respect to Licensor's administrative share of the Compositions (ie, if Licensor does not administer 100% of a Composition, Licensee must seek and obtain a license from all other third parties who have an interest in such Composition prior to any use of such Composition by Licensee).**

1.6 The license authority contemplated by this Agreement and granted pursuant to any License issued hereunder is limited to Licensee and may not be sublicensed, assigned or otherwise transferred by Licensee except to the extent expressly permitted hereunder.

1.7 It is a condition of the grant of this License that no Composition is positioned or used in conjunction with any visuals and/or property from any motion picture, television series or other production in which such Composition was used as a cue and/or soundtrack composition (or with any images substantially similar to such production or which uses or portrays any of the principal characters or key locations of that production) without further negotiation and license from the owner(s) (or licensor(s)) of the applicable production or property.

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2. **Reporting and Payment of Royalties**

2.1 Licensee shall pay to Licensor an advance of REDACTED to be recoupable against royalties (but not Initial Server Fixation fees) described hereunder. Such advance is due no later than February 28, 2005.

2.2 Licensee shall account and pay royalties to Licensor quarterly, within forty-five (45) days after the end of each calendar quarter, on the basis of (a) the initial server fixation of each audio-only Phonic Ringtone, Audiovisual Phonic Ringtone, audio-only Pre-Recorded Ringtone, Audiovisual Pre-Recorded Ringtone, audio-only Ringback and/or Audiovisual Ringback of a Composition made on any Server (see paragraph 2.3 for more detail) ("Initial Server Fixation"); and (b) each Ringtone delivery in the form of an audio-only Phonic Ringtone ("audio-only Phonic Ringtone Delivery"), Audiovisual Phonic Ringtone ("Audiovisual Phonic Ringtone), audio-only Pre-Recorded Ringtone ("audio-only Pre-Recorded Ringtone Delivery"), Audiovisual Pre-Recorded Ringtone ("Audiovisual Pre-Recorded Ringtone Delivery") and/or Ringback ("Ringback Delivery"). Licensee shall provide Licensor with detailed quarterly statements ("Statements") in electronic or written form in accordance with the format specified by Licensor ("Reporting Format"), whether or not any monies are due to Licensor. With respect to each quarterly reporting period, for each License, Licensee shall specifiy in its Statement (i) the Initial Server Fixation fee (if one is due) for each new Composition added to Licensee's schedule; (ii) the total number of Phonic Ringtone Deliveries and/or total number of Pre-Recorded Ringtone Deliveries (with Ringbacks reported separately from other Ringtones) for each Composition; (iii) the particular retail outlet through which each Ringtone Delivery was made; (iv) the total royalty amount being paid for Initial Server Fixations; (v) the total royalty amount being paid for the Phonic Ringtone Deliveries and/or Pre-Recorded Ringtone Deliveries; and (vi) such other information as may be required by Licensor from time to time. Any royalty computations based upon a percentage of gross revenues generated from Licensee's website (pursuant to paragraph 2.4 below) shall also be reported to Licensor on a quarterly basis. Without limiting Licensor's rights and remedies hereunder, at law or in equity, (i) past-due payments are subject to and to be accompanied by payment of interest thereon at the prime rate found in the Wall Street Journal on the due date plus two percent (2%), compounded daily, from the date(s) upon which each such payment(s) first became due until the date(s) upon which each such payment(s) is remitted to Licensor.

Statements/Accountings/Payments shall be made to:

Famous Music Corporation

10635 Santa Monica Blvd., Suite $300

REDACTED

Los Angeles, CA 90025

Attn: Sr. VP, Finance

Fed ID # 13-0692800

2.3 INITIAL SERVER FIXATION: For each Initial Server Fixation, the fixation fee (non-recoupable) shall be:

(a) REDACTED per each version of a Composition for audio-only Ringtones (for example, if both a Phonic and a Pre-Recorded version of a Composition are found on Licensee's server, Licensee shall remit a Initial Server Fixation fee);

(b) REDACTED per each version of a Composition for Audiovisual Ringtones (for example, if both a Phonic and a Pre-Recorded Audiovisual version of a Composition are found on Licensee's server, Licensee shall remit a Initial Server Fixation fee); and

(c) REDACTED per each version of a Composition for Ringback use (for example, if both a Phonic Ringtone and a Pre-Recorded Ringback version of a Composition are found on Licensee's server, Licensee shall remit a REDACTED Initial Server Fixation fee);

provided, however, that these amounts shall be proportionately reduced to the extent that Licensor own(s) or control(s) less than 100% of the Composition.

2.4 ROYALTIES:

(a) For each audio-only Phonic Ringtone Delivery or Ringback Delivery of a Composition, the royalty shall be the greater of REDACTED REDACTED of the retail Ringtone selling price to consumers; or REDACTED of the gross revenues generated (prorated among all publishers) from Licensee's website.

(b) For each audio-only Pre-Recorded Ringtone Delivery or Ringback Delivery of a Composition, the royalty shall be the greater of REDACTED of the retail Ringtone selling price to consumers; or of the gross revenues generated (prorated among all publishers) from Licensee's website.

(c) For each Audiovisual Phonic Ringtone Delivery of a Composition, the royalty shall be the greater of REDACTED of the retail Ringtone selling price to consumers; or of the gross revenues generated (prorated among all publishers) from Licensee's website.

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(d) For each Audiovisual Pre-Recorded Ringtone Delivery of a Composition, the royalty shall be the greater of REDACTED of the retail Ringtone selling price to consumers; or of the gross revenues generated (prorated among all publishers) from Licensee's website.

Gross revenues include payment of any kind received by Licensee from advertising found on the Ringtone portion of Licensee's website. These per-Composition royalty amounts shall be proportionately reduced to the extent that Licensor own(s) or control(s) less than 100% of a Composition.

2.5 If pursuant to any future law, other governmental regulation or judicial decision Ringtone Deliveries are determined to be digital downloads subject to statutory digital download rates and such statutory digital download rates are higher than the royalty rates found herein, the statutory digital download rates will apply to this License on the effective statutory rate date, if such effective date falls during the Term.

2.6 In the event that a third party (1) music publisher; (2) master recording owner; (3) audiovisual/graphics content provider; and/or (4) non-musical ringtone provider agree with Licensee to any terms (including terms with respect to compensation or consideration) more favorable than those applicable hereunder, then effective as of the date of such third party agreement, this license shall be deemed amended to include such more favorable terms. Upon request, Licensee shall provide Licensor with either copies of the third party agreements or the relevant royalty provisions thereof.

3. Term

3.1 The term of this Agreement shall commence as of the Effective Date and terminate three (3) years from the Effective Date (the "Term").

3.2 Upon expiration of the Term, if Licensee wishes to renew this Agreement for an additional one (1) year term, it shall notify Licensor of such desire not later than a date three (3) months prior to the end of the Term. Such notification shall include proposed terms for any such renewal. Any renewal shall be subject to the approval of Licensor, and Licensor reserves the right to propose changes to administrative and other aspects of the Agreement as it deems appropriate. Proposed changes must be approved in writing by Licensor.

3.3 Notwithstanding any of the foregoing, Licensor shall have the right for any reason whatsoever to automatically terminate this License no earlier than two (2) years from the Effective Date, but only upon thirty (30) days written notice to Licensee.

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4. **Writer/Publisher Credit**

Licensee shall, to the extent commercially reasonable, include in any graphics and/or imagery displayed in connection with the play of any Audiovisual Ringtone of a Composition written credit in legible form setting forth the names of the Licensor's writer(s) and publisher(s) of such Composition. Additionally, Licensor's writer(s) and publisher(s) of each Composition offered by Licensee as a Ringtone must be displayed on Licensee's website. Inadvertent failure by Licensee to post such notice shall not be considered a breach of this license if Licensee cures such failure within ten (10) business days of receipt of written notice from Licensor.

5. **Security**

5.1 In connection with the use of any Composition, Licensee shall implement and maintain copy protection and digital rights management technology and systems, including software and/or hardware functional limitations (collectively, "Security Systems") with respect to all aspects of the Service, including without limitation its Servers and operating systems, that (a) are designed to prevent unauthorized reproduction and distribution of the Composition, in the form of Ringtones or otherwise; (b) are sufficient to track and enforce the use limitations contemplated by this Agreement; and (c) meet or exceed current industry standards as they exist from time to time for the licensed delivery of music via digital transmission and its reproduction on devices including, without limitation, Covered Devices.

5.2 In the event it becomes aware of a breach of Licensee's Security Systems ("Security Breach"), whether through its own monitoring efforts, upon being advised by another party (including Licensor) or otherwise, Licensee shall use its best efforts to resolve the Security Breach and restore the full integrity of its Security Systems as quickly as possible. If a solution to the Security Breach is not immediately available (i.e., cannot be implemented within twenty-four (24) hours from the time Licensee becomes aware of the Security Breach), Licensee shall (a) promptly notify Licensor of the Security Breach in writing (unless Licensee learned of the breach from Licensor); and (b) cease all further digital transmission and/or reproduction of Compositions to the extent such activities are or could possibly be affected by the Security Breach, pending full resolution of the Security Breach. In such a case, Licensee (x) shall keep Licensor reasonably apprised of the status of its efforts to resolve the Security Breach; and (y) shall not resume the activities that were suspended pursuant to this Subsection 5.2 until the full integrity of its Security Systems has been restored.

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5.3 To the extent Licensee employs third-party technology in order to operate, Licensee shall use its best efforts to maintain and upgrade such technology by (a) diligently monitoring any third-party notifications of bug-fixes, security holes and functionality improvements; and (b) obtaining any available upgrades and bug-fixes, and installing, testing and distributing such upgrades and bug-fixes as necessary so as to maintain the integrity of its Security Systems.

5.4 Licensee shall use its best efforts to prevent any unauthorized digital transmissions and reproductions of Compositions by operators and users of the Service and/or in any facility, on any device (including Covered Devices), or by any person under the supervision and/or control of Licensee.

6. Royalty and Security Compliance

6.1 Notwithstanding, without limiting and in addition to the general right of Licensor pursuant to industry custom and practice to examine the books and records of Licensee in connection with Licensee's use of the Compositions, Licensor shall be entitled, upon thirty (30) days' notice to Licensee, to conduct an examination of the books, records, operations and Security Systems of Licensee ("Royalty and Security Examination") to determine whether Licensee is in compliance with its reporting, royalty and security obligations under this Agreement. Absent a good-faith basis to believe that Licensee is not in compliance with such obligations, Licensor shall not seek to initiate a Royalty and Security Examination more than once every twelve (12) months or more than six (6) years following the termination of this Agreement.

6.2 During the course of a Royalty and Security Examination, upon request by Licensor or an examiner acting on its behalf, Licensee shall, within three (3) business days (a) provide access to any information that may be called for by such request, including without limitation any (i) books, records, files, logs, reports, compilations, usage data and other documentation, whether in paper or electronic form, that were or could be used or required to generate or verify Licensee's Statements and/or that reflect or summarize Licensees' Statements and/or that verify that all provisions of this license are being complied with by Licensee; (ii) financial information, including books, records, ledgers, reports, and other documentation, reflecting cash receipts and general revenue accounts to the extent such information relates directly or indirectly to the activities licensed under this Agreement; and (iii) files, logs, reports, compilations, testing and monitoring data and other documentation related to and/or reflecting the operation and integrity of Licensee's Security Systems (such information, along with the information described in the items (a)(i) and (a)(ii) of this Subsection 6.2, collectively referred to as "Documentation");

and (b) through the assistance of personnel who are familiar with the technical and operational aspects of Licensee's computer, hardware, software, Security Systems (collectively, "Operational Systems") who are to be made available by Licensee, provide real-time and/or historical access to such Operational Systems, as requested, sufficient to permit Licensor or its examiner(s) to conduct meaningful tests and analysis to verify that (i) the Operational Systems are properly and accurately tracking and reporting the use of the Compositions, and royalties payable therefor, as contemplated by the terms of this Agreement; and (ii) the Operational Systems are in compliance with the security requirements set forth in Section 5 of this Agreement. Licensee shall provide the information, systems access and personnel required by this Subsection 6.2 free of charge and, unless otherwise agreed by Licensor or its examiner(s), at Licensee's place of business.

6.3 During the course of and/or following completion of the Royalty and Security Examination, upon request by Licensor or an examiner acting on its behalf, Licensee shall make available company personnel at an appropriate level of seniority and/or technical ability to discuss and/or resolve particular issues and findings arising out of such examination.

6.4 Licensee shall maintain any and all Documentation that reasonably might be expected to be relevant to Licensor's conduct of a Royalty and Security Examination for a period of at least six (6) years following the expiration or termination of this Agreement, unless there is a Royalty and Security Examination in progress or not fully resolved as of the expiration of such period, in which case the Documentation shall be maintained until the Royalty and Security Examination is fully resolved to the satisfaction of Licensor.

6.5 If a royalty examination reveals a nonpayment or underpayment of royalties due to Licensor, the amounts determined to be owing shall be subject to interest payable at the rate of prime plus two percent (2%) compounded daily calculated from the date the royalties were due to be paid under the applicable reporting period to the date of ultimate payment to Licensor.

7. Termination/Default

7.1 All license authority pursuant to Licenses issued hereunder shall terminate upon the expiration or termination of this Agreement (unless such Licenses are renewed pursuant to a renewal of this Agreement as contemplated under Section 3, in which case the terms of renewal shall apply as appropriate), and any further transmission and/or reproduction of any Composition after the expiration of this Agreement shall be prohibited and actionable as an act of infringement under, and fully subject to the remedies provided by, the Copyright Act. Notwithstanding the foregoing, provided that the Agreement has not been terminated due to Licensee's breach or default, any Server

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Fixations existing on Servers and/or Ringtone Deliveries existing on Covered Devices as of the expiration of the Agreement may remain on such Servers and Covered Devices; provided, however, that such existing Server Fixations (in addition to the Ringtone Deliveries) may not be further reproduced or distributed after the expiration of the Agreement.

7.2 Notwithstanding, without limiting and in addition to any other remedy that may be available at law or in equity and/or under this Agreement, Licensee understands and agrees that: (a) in the event Licensee fails to account to Licensor and pay royalties provided for in Section 2, Licensor may provide written notice to Licensee in the same manner as provided in Section 115(c)(6) of the Copyright Act that, unless the default is fully remedied within thirty (30) days from the date of the notice, this Agreement and any Licenses issued hereunder will be automatically terminated, and that such termination will render the transmission and/or reproduction or both, of any Composition for which royalties have not been fully paid actionable as an act of infringement under Section 501 of the Copyright Act, and fully subject to the remedies provided by Sections 502 through 506 and 509 the Copyright Act; (b) in the event Licensee is in material breach or default of any of its obligations under this Agreement, Licensor may provide written notice to Licensee in the same manner as provided by Section 115(c)(6) of the Copyright Act that, unless the default is fully remedied within thirty (30) days from the date of the notice, this Agreement and any Licenses issued hereunder will be automatically terminated, and that such termination will render the further transmission and/or reproduction, or both, of any Composition actionable as an act of infringement under Section 501 of the Copyright Act, and fully subject to the remedies provided by Sections 502 through 506 and 509 of the Copyright Act. Licensee further understands and agrees that in the case of infringement, irreparable harm may be presumed, and Licensor shall be entitled as appropriate to injunctive relief, in addition to any other remedy that may be available at law or in equity and/or under this Agreement. For the avoidance of doubt, and without limitation, Licensee's breach of any of the obligations imposed by Sections 2, 5 and 6 of this Agreement shall be considered a material breach of, and default under, this Agreement.

7.3 Except to the extent expressly excused by applicable law, the occurrence of any of the following events shall also be considered a material breach of and default under this Agreement: (a) Licensee's dissolution and/or the liquidation of all of Licensee's assets; (b) the filing of a petition in bankruptcy or insolvency or for an arrangement or reorganization by, for or against Licensee; (c) the appointment of a receiver or trustee for all or a portion of Licensee's assets; (d) Licensee's assignment of assets for the benefit of creditors; (e) Licensee's insolvency; (f) Licensee's lack of a legally valid license, at any time during the Term, for any Musical Works wholly or partially owned or administered by Licensor that are being exploited by Licensee in any manner. Upon the occurrence of any of the events described

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in items (a) through (f) of this Subsection 7.3, notwithstanding, without limiting and in addition to any other remedy that may be available at law or in equity and/or under this Agreement, this Agreement and all license authority pursuant to any Licenses granted hereunder shall terminate automatically without the requirement of any further action on the part of Licensor.

7.4 Notwithstanding, without limiting and in addition to any other remedy that may be available at law or in equity and/or under this Agreement, including without limitation the remedies set forth in Subsection 7.2, the breach of any of the provisions set forth in Section 5 shall entitle Licensor to specific performance of such provision and/or to terminate, effective immediately upon the giving of notice, the license authority pursuant to any License granted hereunder.

7.5 Notwithstanding the expiration or termination of this Agreement, Sections 2, 4, 5 and 6 and Subsections 7.1, 7.4, 7.6, 8.2, 8.3, 8.4, 8.5, 8.6 and 8.8 shall to the extent applicable survive and continue to bind the parties and their legal representatives and successors.

7.6 With respect to Ringtones, Ringbacks and any other uses for Covered Devices of any portion of any musical composition owned or controlled by Licensor, Licensee acknowledges and agrees that, as to such portions of such musical compositions, no such uses shall be subject to the provisions of Section 115(c)(3) of the Copyright Law of the United States unless or until so provided by any law, other governmental regulation or judicial decision.

8. Miscellaneous

8.1 Notices. All notices hereunder shall be in writing and shall be deemed effective (a) if provided by hand delivery, upon delivery; (b) if provided by overnight courier, one (1) business day following the date sent; and (c) if provided by registered or certified mail, return receipt requested, five (5) business days following the date mailed. Notices shall be sent to the following addresses:

If to Licensor:

To the address set forth above. Attn: Sr. VP, Legal & Business Affairs. Fax: 310/441-9094.

If to Licensee:

To the address set forth above. Attn: _ REDACTED _____.
Fax: _ REDACTED _____.

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8.2 Publicity. Neither party shall issue any press release or other publicity document concerning this Agreement without the prior written consent of the other party.

8.3 Assignment. This Agreement may not be assigned.

8.4 Entire Agreement; Amendment. This Agreement represents the entire understanding of the parties with respect to the subject matter hereof, supersedes all prior and contemporaneous agreements and understandings of the parties with respect to the subject matter hereof, and may not be altered or amended except in a written instrument executed by both parties.

8.5 Governing Law; Jurisdiction. This Agreement shall be governed by, and construed in accordance with, federal law and/or the laws of the State of New York (without giving effect to conflicts of law principles thereof), as may be applicable. With respect to any action or proceeding arising out of this Agreement, the parties (a) agree that the sole and exclusive venue for such action or proceeding shall be in a court of appropriate jurisdiction located in New York County, New York; (2) agree to the appropriateness of, and waive any objection concerning, the propriety and/or convenience of, proceeding in such venue; and (3) consent to the personal jurisdiction of such court.

8.6 Severability; Waiver. If a court should determine that any part of this Agreement is invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect. Performance of any obligation required of a party hereunder may be waived only by a written waiver signed by a duly authorized officer of the other party, which waiver shall be effective only with respect to the specific obligation described therein.

8.7 Headings. The titles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

8.8 Assistance of Counsel. Each party hereto acknowledges that it has been represented by its own independent counsel, who has reviewed this Agreement and discussed the terms herein with his or her respective client prior to execution.

8.9 Counterparts. This Agreement may be executed in multiple counterparts and delivery of an executed counterpart may be made by facsimile, each such counterpart to be considered and accepted as an original, and all such counterparts together to constitute a single Agreement.

8.10 No Partnership. Nothing herein shall create, expressly or implied, a partnership, joint venture or other association between the parties.

8.11 Confidentiality. Licensee and Licensor agree that all information contained in this license and/or acquired in the course of business shall be kept confidential. Such information shall not be disclosed at any time except to the

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extent required by a court or other tribunal having jurisdiction or pursuant to rules and regulations of a governmental body. Notwithstanding the foregoing, the parties acknowledge that in certain situations, such as where a license contains a favored nations provision, the information contained in the license may have to be divulged.

8.12 It is a condition of the grant of this license that no Composition is used in conjunction with any visuals of any motion picture, television series or other production in which the Composition was used as a cue and/or soundtrack composition without the written approval from the owner or licensor of the applicable production or property, nor shall any Composition be used with any images substantially similar to such production or which uses or portrays any of the principal characters or key locations of that production without the written approval from such owner or licensor of the applicable production. In the event that Licensee uses or authorizes such use of the production without the written license of the owner or licensor of the production, then Licensor will be permitted to terminate this license upon giving notice to Licensee without repayment or any monies paid under this license or other liability to Licensee. Licensee must provide Licensor with proof of any such written approval promptly upon request.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date:

REDACTED

THE FAMOUS MUSIC PUBLISHING COMPANIES

By: _____
Print name:
Title:

KENT J. KLAVENS
SENIOR VICE PRESIDENT
LEGAL AND BUSINESS AFFAIRS

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EXHIBIT CO 0111

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EXECUTED COPY

The Famous Music Publishing Companies
GENERAL RINGTONE LICENSING AGREEMENT

This agreement ("Agreement") is entered into as of January 1, 2005 ("Effective Date") by and between Redacted ("Licensee") and The Famous Music Publishing Companies, 10635 Santa Monica Blvd, Suite #300, Los Angeles, CA 90025 ("Licensor").

WHEREAS, Licensee owns and operates a service pursuant to which excerpts of copyrighted musical compositions ("Musical Works") in the form of Ringtones (as below defined) are digitally reproduced on a central computer server or servers, which Ringtones are subsequently transmitted from such servers and downloaded to Covered Devices for playback on such Covered Devices (as below defined) ("Service"); and

WHEREAS, in order to operate the Service, Licensee seeks licenses to make Server Fixations (as below defined) and reproduce and distribute Ringtones of Musical Works that are owned and/or controlled wholly or partially by Licensor;

NOW, THEREFORE, in consideration of the promises contained in this Agreement and for other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Licensing**

1.1 Pursuant to the terms of this Agreement, and as more particularly described herein, upon receipt of appropriate license requests ("License Requests") from Licensee, Licensor shall issue non-exclusive licenses ("Licenses") to reproduce and distribute Ringtones of Musical Works owned and/or controlled by Licensor (the "Compositions") for use on Licensee's Service in accordance with the terms of this Agreement. The license authority contemplated hereunder and granted pursuant to any License issued hereunder shall include and is limited to: (a) the digital reproduction of Ringtones of Compositions on a central computer server or servers directly owned and/or directly controlled by Licensee and located in the United States (including its territories and possessions and the Commonwealth of Puerto Rico [collectively, the "United States")] ("Servers"), solely for use in connection with the Service ("Server Fixations"); (b) the digital transmission of Ringtones of Compositions from such Servers for streaming onto Covered Devices or any device capable of playing such stream, or storage on Covered Devices, solely for use in connection with the Service in the territory of the United States only; (c) the reproduction of Ringtones of Compositions on Covered Devices, solely for use in connection with the Service in the United States only ("Ringtone Deliveries"); and (d) the offering of Promotional Ringtones

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(as below defined) of Compositions, solely for use in connection with the Service.

For purposes of this Agreement:

A "Ringtone" is an excerpt, not to exceed forty five (:45) seconds, of a Composition that is embodied in a digital file containing codes representing and capable of being rendered into audio and played back as musical notes constituting the work's melody in either monophonic or polyphonic form ("Phonic Ringtone). Such excerpt is generally intended to be digitally transmitted to and stored in an end user's Covered Device and played by such intended destination Covered Device whenever the Covered Device activates its ringing or alert function indicating the arrival of a call, message or other notification (but no advertisements) received by the Covered Device, and is designed to be played by such Covered Device without any other distribution or transmission. This license expressly excludes the use of any Composition as a so-called "ringback" (i.e., where the Composition excerpt is streamed and heard by a caller after such caller dials the end user's Covered Device, indicating to the caller that the end user's Covered Device is receiving their call).

A "Covered Device" shall mean a mobile telephone, pager or other portable communications device with a telephonic or messaging function that operates on a wireless communications network regulated by the U.S. Federal Communications Commission pursuant to its rules governing commercial mobile radio services.

A "Promotional Ringtone" shall mean a digital transmission of a Ringtone in streamed form made available to a prospective purchaser free of charge and solely for the purpose of promoting the sale of the Ringtone, and that does not result in a reproduction of any part or all of the Ringtone that is accessible except by such prospective purchaser for an intended one-time promotional playback through the operation of a Covered Device or other device.

"Audiovisual" shall mean synchronized with a visual image (including graphics and/or any other type of imagery) when activated (as described above) on a Covered Device. Notwithstanding the foregoing, if a Covered Device lights up or vibrates in order to notify the consumer of an incoming call, such activity shall not constitute synchronization.

Any arrangements which Licensee shall cause to be made of the Compositions shall be made at Licensee's own expense and shall be created only as the result of employment-for-hire, and such arrangements shall be considered "works made for hire" as such term is used in the United States Copyright Law, and all copyrights therein and all renewals, extensions and reversions thereof throughout the world shall be owned by Licensor, subject to Licensee's use under this agreement. Arrangers shall not be entitled to

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authorship credit or status as a collaborator or any remuneration by way of royalty or otherwise from the authors of such Composition or from Licensor or any other designated agents of Licensor or from any society representing composer/publisher interests. This license does not authorize the creation of any recordings which deliberately imitate the featured and commercially exploited vocal performance by an artist of a Composition.

Licensee shall have the right to use up to thirty seconds (:30) of each Composition in a "streamed" digital audio transmission from Licensee's or a Carrier's website for the sole purpose of providing consumers with Ringtone samples.

Nothing in this License shall be interpreted or construed in any manner to suggest that Licensee is being granted a license to use sound recordings embodying Compositions. All sound recordings must be cleared prior to any uses of such Compositions (if the sound recordings are owned and/or controlled by third parties).

Licensee shall not distribute "master tones" (Ringtones based on a master recording) that embody any portion of a Licensor Composition unless the party providing Licensee with a license to such master tone has a direct agreement with Famous giving it the undisputed right to grant Licensee the rights in the relevant Compositions required to exploit such master tones.

1.2 All Licenses are subject to prior approval of Licensor. Licensee shall remove a Composition from all of Licensee's servers (and from any other location which allows access to such Composition) within seventy two (72) hours from Licensee's receipt of Licensor's written notice requesting such removal, if such request is due to any type of legal issue relating to the Composition, or a request from the composer (or representative of a composer), owner and/or co-publisher of a Composition.

1.3 Following execution of this Agreement, Licensee may begin submitting License Requests to Licensor (to the attention of Mary Beth Roberts, VP Catalog Development, The Famous Music Publishing Companies, 1633 Broadway, 11th Floor, NY NY 10019, or via email to mary_beth_roberts@paramount.com), which License Requests shall be duly processed by Licensor. Without limitation, Licensee shall include in each License Request (a) the title of the Composition for which a License is being requested; (b) the writer(s) of the Composition; (c) the publisher(s) of the Composition; and (d) whether the Ringtone is an audio Ringtone or audiovisual Ringtone, (e) the total playing time of the Ringtone; and (f) such other information as may be required by Licensor.

1.4 Upon Licensee's request, Licensor shall provide Licensee with an electronic file specifying the Licenses issued under this Agreement (each such report a "Confirmation Report"). To aid Licensee in the calculation of royalties, with

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respect to each License, such Confirmation Report shall include, *inter alia*, Licensor's total administrative percentage share of each Composition.

1.5 For the avoidance of doubt, and without limitation, the Licenses granted hereunder do not extend to or cover: (a) any right of public performance (Licensee must obtain the necessary performing rights licenses either from Licensor's duly authorized performing rights societies or Licensor); (b) any copyrights or other rights in sound recordings and/or visual images; (c) any print, display or karaoke rights; (d) any adaptation (derivative work) rights; (e) any merchandising rights; (f) any use of a Composition (whether or not embodied in a sound recording) for a marketing campaign, product tie-in, game or contest or otherwise to advertise, promote or cross-promote any product or service; (g) any use of the title of a Composition, or the name or likeness of any writer, publisher or artist associated with a Composition, except for identification purposes as described in Section 4; (h) use of the lyrics of the Compositions in conjunction with Phonic Ringtones; or (i) any other use of a Composition not specifically and expressly provided for herein. No Composition shall be used in any manner which could be considered in bad taste or in an offensive manner. Licensee shall not use the Compositions in any manner which brings Licensor, any of the composers of the Compositions, or any co-publisher into public disrepute or which reflects adversely on the Compositions. Compositions shall not be isolated or positioned in any way which can be construed as advertising or promoting any product or service (including Licensee). **The license authority under any License issued hereunder is limited to and granted solely with respect to Licensor's administrative share of the Compositions (ie, if Licensor does not administer 100% of a Composition, Licensee must seek and obtain a license from all other third parties who have an interest in such Composition prior to any use of such Composition by Licensee).**

1.6 The license authority contemplated by this Agreement and granted pursuant to any License issued hereunder is limited to Licensee and may not be sublicensed, assigned or otherwise transferred by Licensee except to the extent expressly permitted hereunder. Licensee may, however, assign this license and any of its rights and obligations hereunder in whole or in part to any person or entity which controls, which is controlled by, or which is under common control with Licensee or to a person or entity owning, or acquiring all of a substantial part of Licensee's stock and/or assets or with whom Licensee may merge or be merged. Any assignment by Licensee shall not relieve Licensee of its responsibilities hereunder.

1.7 It is a condition of the grant of this License that no Composition is positioned or used in conjunction with any visuals and/or property from any motion picture, television series or other production in which such Composition was used as a cue and/or soundtrack composition (or with any images substantially similar to such production or which uses or portrays any of the principal characters or key locations of that production) without further negotiation and

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license from the owner(s) (or licensor(s)) of the applicable production or property.

2. **Reporting and Payment of Royalties**

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2.1 Licensee shall pay to Licensor an advance of to be recoupable against royalties (but not Initial Server Fixation fees) described hereunder, payable no later than June 30, 2005.

2.2 Licensee shall account and pay royalties to Licensor quarterly, within forty-five (45) days after the end of each calendar quarter, on the basis of (a) the initial server fixation of each audio-only Phonic Ringtone and Audiovisual Phonic Ringtone of a Composition made on any Server (see paragraph 2.3 for more detail) ("Initial Server Fixation"); and (b) each Ringtone delivery in the form of an audio-only Phonic Ringtone ("audio-only Phonic Ringtone Delivery") and Audiovisual Phonic Ringtone ("Audiovisual Phonic Ringtone). Licensee shall provide Licensor with detailed quarterly statements ("Statements") in electronic or written form in accordance with the format specified by Licensor ("Reporting Format"), whether or not any monies are due to Licensor. With respect to each quarterly reporting period, for each License, Licensee shall specifiy in its Statement (i) the Initial Server Fixation fee (if one is due) for each new Composition added to Licensee's schedule; (ii) the total number of Phonic Ringtone Deliveries for each Composition; (iii) the particular retail outlet through which each Ringtone Delivery was made; (iv) the total royalty amount being paid for Initial Server Fixations; (v) the total royalty amount being paid for the Phonic Ringtone Deliveries; and (vi) such other information as may be reasonably required by Licensor from time to time. Any royalty computations based upon a percentage of gross revenues generated from Licensee's website (pursuant to paragraph 2.4 below) shall also be reported to Licensor on a quarterly basis. Without limiting Licensor's rights and remedies hereunder, at law or in equity, (i) past-due payments are subject to and to be accompanied by payment of interest thereon at the prime rate found in the Wall Street Journal on the due date plus two percent (2%), compounded daily, from the date(s) upon which each such payment(s) first became due until the date(s) upon which each such payment(s) is remitted to Licensor.

Statements/Accountings/Payments shall be made to:

Famous Music Corporation

10635 Santa Monica Blvd., Suite $300

Los Angeles, CA 90025

Attn: Sr. VP, Finance

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2.3 INITIAL SERVER FIXATION: For each Initial Server Fixation, the fixation fee (non-recoupable) shall be:

(a) Redacted per each version of a Composition for audio-only Ringtones (for example, if both a techno version and a pop version of a Composition are found on Licensee's server, Licensee shall remit a REDACTED Initial Server Fixation fee);

(b) Redacted per each version of a Composition for Audiovisual Ringtones (for example, if both a techno Audiovisual version and a pop Audiovisual version of a Composition are found on Licensee's server, Licensee shall remit a REDACTED Initial Server Fixation fee); and

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provided, however, that these amounts shall be proportionately reduced to the extent that Licensor own(s) or control(s) less than 100% of the Composition. Licensee shall not be required to pay a fixation fee for versions of Compositions for which a fixation fee was previously paid to Licensor under another agreement.

2.4 ROYALTIES:

(a) For each audio-only Phonic Ringtone Delivery of a Composition, the royalty shall be the greater of Redacted of the retail Ringtone selling price to consumers; or REDACTED of the gross revenues generated (prorated among all publishers) from the ringtone portion of Licensee's website.

(b) For each Audiovisual Phonic Ringtone Delivery of a Composition, the royalty shall be the greater of Redacted of the retail Ringtone selling price to consumers; or REDACTED of the gross revenues generated (prorated among all publishers) from the ringtone portion of Licensee's website.

Gross revenues include payment of any kind received by Licensee from advertising found on the Ringtone portion of Licensee's website. These per-Composition royalty amounts shall be proportionately reduced to the extent that Licensor own(s) or control(s) less than 100% of a Composition.

2.5 If pursuant to any future law, other governmental regulation or judicial decision Ringtone Deliveries are determined to be digital downloads subject to statutory digital download rates and such statutory digital download rates are higher than the royalty rates found herein, the statutory digital download rates will apply to this License on the effective statutory rate date, if such effective date falls during the Term.

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2.6 In the event Licensee agrees to compensation or consideration in excess of the compensation or consideration to be paid to Licensor hereunder, then effective as of the date of such agreement with any such licensor, Licensee shall immediately pay to Licensor the amount equal to such compensation, and this license shall be deemed amended effective as of the date of such agreement with any such licensor, to include such more favorable provision. Upon request, Licensee shall provide Licensor with copies of all third party agreements. If Licensee is expressly prohibited from supplying Licensor with a third party agreement by the language in the third party agreement, Licensee shall brief Licensor about the royalty provisions from such third party agreement.

3. Term

3.1 The term of this Agreement shall commence as of the Effective Date and terminate three (3) years from the Effective Date (the "Term").

3.2 Upon expiration of the Term, if Licensee wishes to renew this Agreement for an additional one (1) year term, it shall notify Licensor of such desire not later than a date three (3) months prior to the end of the Term. Such notification shall include proposed terms for any such renewal. Any renewal shall be subject to the approval of Licensor, and Licensor reserves the right to propose changes to administrative and other aspects of the Agreement as it deems appropriate. Proposed changes must be approved in writing by Licensor.

3.3 Notwithstanding any of the foregoing, Licensor shall have the right for any reason whatsoever to automatically terminate this License no earlier than two (2) years from the Effective Date, but only upon thirty (30) days written notice to Licensee.

4. Writer/Publisher Credit

Licensee shall, to the extent commercially reasonable, include in any graphics and/or imagery displayed in connection with the play of any Audiovisual Ringtone of a Composition written credit in legible form setting forth the names of the Licensor's writer(s) and publisher(s) of such Composition. Additionally, Licensee shall use reasonable efforts to credit Licensor's writer(s) and publisher(s) of each Composition on Licensee's website. Inadvertent failure by Licensee to post such notice shall not be considered a breach of this license if Licensee cures such failure within ten (10) business days of receipt of written notice from Licensor.

5. Security

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5.1 In connection with the use of any Composition, Licensee shall implement and maintain industry standard copy protection and industry standard digital rights management technology and systems, including software and/or hardware functional limitations (collectively, "Security Systems") with respect to all aspects of the Service, including without limitation its Servers and operating systems, that (a) are designed to prevent unauthorized reproduction and distribution of the Composition, in the form of Ringtones or otherwise; (b) are sufficient to track and enforce the use limitations contemplated by this Agreement; and (c) meet or exceed current industry standards as they exist from time to time for the licensed delivery of music via digital transmission and its reproduction on devices including, without limitation, Covered Devices.

5.2 In the event it becomes aware of a material breach of Licensee's Security Systems ("Security Breach"), whether through its own monitoring efforts, upon being advised by another party (including Licensor) or otherwise, Licensee shall use commercially reasonable efforts to resolve the Security Breach and restore the full integrity of its Security Systems as quickly as possible. If a solution to the Security Breach is not immediately available (i.e., cannot be implemented within twenty-four (24) hours from the time Licensee becomes aware of the Security Breach), Licensee shall (a) promptly notify Licensor of the Security Breach in writing (unless Licensee learned of the breach from Licensor); and (b) cease all further digital transmission and/or reproduction of Compositions to the extent such activities are or could possibly be affected by the Security Breach, pending full resolution of the Security Breach. In such a case, Licensee (x) shall keep Licensor reasonably apprised of the status of its efforts to resolve the Security Breach; and (y) shall not resume the activities that were suspended pursuant to this Subsection 5.2 until the full integrity of its Security Systems has been restored.

5.3 To the extent Licensee employs third-party technology in order to operate, Licensee shall use commercially reasonable efforts to maintain and upgrade such technology by (a) diligently monitoring any third-party notifications of bug-fixes, security holes and functionality improvements; and (b) obtaining any available commercially reasonable upgrades and bug-fixes, and installing, testing and distributing such upgrades and bug-fixes so as to help maintain the integrity of its Security Systems.

5.4 Licensee shall use commercially reasonable efforts to prevent any unauthorized digital transmissions and reproductions of Compositions by operators and users of the Service and/or in any facility, on any device (including Covered Devices), or by any person under the supervision and/or control of Licensee.

6. Royalty and Security Compliance

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6.1 Notwithstanding, without limiting and in addition to the general right of Licensor pursuant to industry custom and practice to examine the books and records of Licensee in connection with Licensee's use of the Compositions, Licensor shall be entitled, upon thirty (30) days' notice to Licensee, to conduct an examination of the books, records, operations and Security Systems of Licensee ("Royalty and Security Examination") to determine whether Licensee is in compliance with its reporting, royalty and security obligations under this Agreement. Absent a good-faith basis to believe that Licensee is not in compliance with such obligations, Licensor shall not seek to initiate a Royalty and Security Examination more than once every twelve (12) months or more than four (4) years following the termination of this Agreement.

6.2 During the course of a Royalty and Security Examination, upon request by Licensor or an examiner acting on its behalf, Licensee shall, within three (3) business days (a) provide access to any information that may be reasonably called for by such request, including without limitation any (i) books, records, files, logs, reports, compilations, usage data and other documentation, whether in paper or electronic form, that were or could be used or required to generate or verify Licensee's Statements and/or that reflect or summarize Licensees' Statements and/or that verify that all provisions of this license are being complied with by Licensee; (ii) financial information, including books, records, ledgers, reports, and other documentation, reflecting cash receipts and general revenue accounts to the extent such information relates directly or indirectly to the activities licensed under this Agreement; and (iii) files, logs, reports, compilations, testing and monitoring data and other documentation related to and/or reflecting the operation and integrity of Licensee's Security Systems (such information, along with the information described in the items (a)(i) and (a)(ii) of this Subsection 6.2, collectively referred to as "Documentation"); and (b) through the assistance of personnel who are familiar with the technical and operational aspects of Licensee's computer, hardware, software, Security Systems (collectively, "Operational Systems") who are to be made available by Licensee, provide real-time and/or historical access to such Operational Systems, as requested, sufficient to permit Licensor or its examiner(s) to conduct meaningful tests and analysis to verify that (i) the Operational Systems are properly and accurately tracking and reporting the use of the Compositions, and royalties payable therefor, as contemplated by the terms of this Agreement; and (ii) the Operational Systems are in compliance with the security requirements set forth in Section 5 of this Agreement. Licensee shall provide the information, systems access and personnel required by this Subsection 6.2 free of charge and, unless otherwise agreed by Licensor or its examiner(s), at Licensee's place of business.

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6.3 During the course of and/or following completion of the Royalty and Security Examination, upon request by Licensor or an examiner acting on its behalf, Licensee shall make available company personnel at an appropriate level of seniority and/or technical ability to discuss and/or resolve particular issues and findings arising out of such examination.

6.4 Licensee shall maintain any and all Documentation that reasonably might be expected to be relevant to Licensor's conduct of a Royalty and Security Examination for a period of at least four (4) years following the expiration or termination of this Agreement, unless there is a Royalty and Security Examination in progress or not fully resolved as of the expiration of such period, in which case the Documentation shall be maintained until the Royalty and Security Examination is fully resolved to the satisfaction of Licensor.

6.5 If a royalty examination reveals a nonpayment or underpayment of royalties due to Licensor, the amounts determined to be owing shall be subject to interest payable at the rate of prime plus two percent (2%) compounded daily calculated from the date the royalties were due to be paid under the applicable reporting period to the date of ultimate payment to Licensor.

7. Termination/Default

7.1 All license authority pursuant to Licenses issued hereunder shall terminate upon the expiration or termination of this Agreement (unless such Licenses are renewed pursuant to a renewal of this Agreement as contemplated under Section 3, in which case the terms of renewal shall apply as appropriate), and any further transmission and/or reproduction of any Composition after the expiration of this Agreement shall be prohibited and actionable as an act of infringement under, and fully subject to the remedies provided by, the Copyright Act. Notwithstanding the foregoing, provided that the Agreement has not been terminated due to Licensee's breach or default, any Server Fixations existing on Servers and/or Ringtone Deliveries existing on Covered Devices as of the expiration of the Agreement may remain on such Servers and Covered Devices; provided, however, that such existing Server Fixations (in addition to the Ringtone Deliveries) may not be further reproduced or distributed after the expiration of the Agreement. End user rights to use Ringtones on Covered Devices shall survive any termination/expiration.

7.2 Notwithstanding, without limiting and in addition to any other remedy that may be available at law or in equity and/or under this Agreement, Licensee understands and agrees that: (a) in the event Licensee fails to account to Licensor and pay royalties provided for in Section 2, Licensor may provide written notice to Licensee in the same manner as provided in Section 115(c)(6) of the Copyright Act that, unless the default is fully remedied within thirty (30) days from the date of the notice, this Agreement and any Licenses issued hereunder will be automatically terminated, and that such termination

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will render the transmission and/or reproduction or both, of any Composition for which royalties have not been fully paid actionable as an act of infringement under Section 501 of the Copyright Act, and fully subject to the remedies provided by Sections 502 through 506 and 509 the Copyright Act; (b) in the event Licensee is in material breach or default of any of its obligations under this Agreement, Licensor may provide written notice to Licensee in the same manner as provided by Section 115(c)(6) of the Copyright Act that, unless the default is fully remedied within thirty (30) days from the date of the notice, this Agreement and any Licenses issued hereunder will be automatically terminated, and that such termination will render the further transmission and/or reproduction, or both, of any Composition actionable as an act of infringement under Section 501 of the Copyright Act, and fully subject to the remedies provided by Sections 502 through 506 and 509 of the Copyright Act. Licensee further understands and agrees that in the case of infringement, irreparable harm may be presumed, and Licensor shall be entitled as appropriate to injunctive relief, in addition to any other remedy that may be available at law or in equity and/or under this Agreement. For the avoidance of doubt, and without limitation, Licensee's breach of any of the obligations imposed by Sections 2, 5 and 6 of this Agreement shall be considered a material breach of, and default under, this Agreement.

7.3 Except to the extent expressly excused by applicable law, the occurrence of any of the following events shall also be considered a material breach of and default under this Agreement: (a) Licensee's dissolution and/or the liquidation of all of Licensee's assets; (b) the filing of a petition in bankruptcy or insolvency or for an arrangement or reorganization by, for or against Licensee; (c) the appointment of a receiver or trustee for all or a portion of Licensee's assets; (d) Licensee's assignment of assets for the benefit of creditors; (e) Licensee's insolvency. Upon the occurrence of any of the events described in items (a) through (e) of this Subsection 7.3, notwithstanding, without limiting and in addition to any other remedy that may be available at law or in equity and/or under this Agreement, this Agreement and all license authority pursuant to any Licenses granted hereunder shall terminate automatically without the requirement of any further action on the part of Licensor. If Licensee lacks a legally valid license at any time during the Term for any Musical Works wholly or partially owned or administered by Licensor that are being exploited by Licensee in any manner, Licensee shall have a thirty (30) day cure period to attempt to remedy such lack of a legally valid license unless Licensor demands that Licensee remove such Musical Work(s) from Licensor's website per the terms of paragraph 1.2, prior to the lack of a legally valid license ~~shall be~~ being deemed a material breach hereunder, warranting automatic termination.

from receipt of such notice

Licensor shall notify Licensee in writing and

7.4 Notwithstanding, without limiting and in addition to any other remedy that may be available at law or in equity and/or under this Agreement, including without limitation the remedies set forth in Subsection 7.2, the breach of any of the provisions set forth in Section 5 shall entitle Licensor to specific

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performance of such provision and/or to terminate, effective immediately upon the giving of notice, the license authority pursuant to any License granted hereunder.

7.5 Notwithstanding the expiration or termination of this Agreement, Sections 2, 4, 5 and 6 and Subsections 7.1, 7.4, 7.6, 8.2, 8.3, 8.4, 8.5, 8.6 and 8.8 shall to the extent applicable to the performance of this agreement survive and continue to bind the parties and their legal representatives and successors.

8. Miscellaneous

8.1 Notices. All notices hereunder shall be in writing and shall be deemed effective (a) if provided by hand delivery, upon delivery; (b) if provided by overnight courier, one (1) business day following the date sent; and (c) if provided by registered or certified mail, return receipt requested, five (5) business days following the date mailed. Notices shall be sent to the following addresses:

If to Licensor:

To the address set forth above. Attn: Sr. VP, Legal & Business Affairs. Fax: 310/441-9094.

If to Licensee:

To the address set forth above. Attn: Redacted

8.2 Publicity. Neither party shall issue any press release or other publicity document concerning this Agreement without the prior written consent of the other party.

8.3 Assignment. This Agreement may not be assigned except as otherwise provided for herein.

8.4 Entire Agreement; Amendment. This Agreement represents the entire understanding of the parties with respect to the subject matter hereof, supersedes all prior and contemporaneous agreements and understandings of the parties with respect to the subject matter hereof, and may not be altered or amended except in a written instrument executed by both parties.

8.5 Governing Law; Jurisdiction. This Agreement shall be governed by, and construed in accordance with, federal law and/or the laws of the State of New York (without giving effect to conflicts of law principles thereof), as may be applicable. With respect to any action or proceeding arising out of this Agreement, the parties (a) agree that the sole and exclusive venue for such action or proceeding shall be in a court of appropriate jurisdiction located in

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New York County, New York; (2) agree to the appropriateness of, and waive any objection concerning, the propriety and/or convenience of, proceeding in such venue; and (3) consent to the personal jurisdiction of such court.

8.6 Severability; Waiver. If a court should determine that any part of this Agreement is invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect. Performance of any obligation required of a party hereunder may be waived only by a written waiver signed by a duly authorized officer of the other party, which waiver shall be effective only with respect to the specific obligation described therein.

8.7 Headings. The titles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

8.8 Assistance of Counsel. Each party hereto acknowledges that it has been represented by its own independent counsel, who has reviewed this Agreement and discussed the terms herein with his or her respective client prior to execution.

8.9 Counterparts. This Agreement may be executed in multiple counterparts and delivery of an executed counterpart may be made by facsimile, each such counterpart to be considered and accepted as an original, and all such counterparts together to constitute a single Agreement.

8.10 No Partnership. Nothing herein shall create, expressly or implied, a partnership, joint venture or other association between the parties.

8.11 Confidentiality. Licensee and Licensor agree that all information contained in this license and/or acquired in the course of business shall be kept confidential and used solely in connection with the performance of this agreement. Such information shall not be disclosed at any time except to the extent required by a court or other tribunal having jurisdiction or pursuant to rules and regulations of a governmental body. Notwithstanding the foregoing, the parties acknowledge that in certain situations, such as where a license contains a favored nations provision, the information contained in the license may have to be divulged.

8.12 It is a condition of the grant of this license that no Composition is used in conjunction with any visuals of any motion picture, television series or other production in which the Composition was used as a cue and/or soundtrack composition without the written approval from the owner or licensor of the applicable production or property, nor shall any Composition be used with any images substantially similar to such production or which uses or portrays any of the principal characters or key locations of that production without the written approval from such owner or licensor of the applicable production. In the event that Licensee uses or authorizes such use of the production without the written license of the owner or licensor of the production, then Licensor will be permitted to terminate this license upon giving notice to Licensee

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without repayment or any monies paid under this license or other liability to Licensee. Licensee must provide Licensor with proof of any such written approval promptly upon request.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date:

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THE FAMOUS MUSIC PUBLISHING COMPANIES

By: _____
Print name:
Title:

KENT J. KLAVENS
SENIOR VICE PRESIDENT
LEGAL AND BUSINESS AFFAIRS

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EXHIBIT CO 0112

#1839

EXECUTED COPY

The Famous Music Publishing Companies
RINGTONE LICENSING AGREEMENT

This agreement ("Agreement") is entered into as of January 1, 2005 ("Effective Date") by and between REDACTED ("Licensee"), and The Famous Music Publishing Companies, 10635 Santa Monica Blvd, Suite #300, Los Angeles, CA 90025 ("Licensor").

WHEREAS, Licensee owns and operates a service pursuant to which excerpts of copyrighted musical compositions ("Musical Works") in the form of Ringtones (as below defined) are digitally reproduced on a central computer server or servers, which Ringtones are subsequently transmitted from such servers and downloaded to Covered Devices (as below defined) ("Service"); and

WHEREAS, in order to operate the Service, Licensee seeks licenses to make Server Fixations (as below defined) and reproduce and distribute Ringtones of Musical Works that are owned and/or controlled wholly or partially by Licensor;

NOW, THEREFORE, in consideration of the promises contained in this Agreement and for other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Licensing

1.1 Pursuant to the terms of this Agreement, and as more particularly described herein, upon receipt of appropriate license requests ("License Requests") from Licensee, Licensor shall issue non-exclusive licenses ("Licenses") to reproduce and distribute Ringtones of Musical Works owned and/or controlled by Licensor (the "Compositions") for use on Licensee's Service in accordance with the terms of this Agreement. The license authority contemplated hereunder and granted pursuant to any License issued hereunder shall include and is limited to: (a) the digital reproduction of Ringtones of Compositions on a central computer server or servers directly owned and/or directly controlled by Licensee and located in the United States (including its territories and possessions and the Commonwealth of Puerto Rico [collectively, the "United States")] ("Servers"), solely for use in connection with the Service ("Server Fixations"); (b) the digital transmission of Ringtones of Compositions from such Servers for streaming or storage on Covered Devices, solely for use in connection with the Service in the territory of the United States only; (c) the reproduction of Ringtones of Compositions on Covered Devices, solely for use in connection with the Service in the United States only ("Ringtone Deliveries"); and (d) the offering of Promotional Ringtones (as below defined) of Compositions, solely for use in connection with the Service.

For purposes of this Agreement:

A "Ringtone" is an excerpt, not to exceed forty five (:45) seconds, of a Composition that is embodied in either (i) a digital file containing codes representing and capable of being rendered into audio and played back as musical notes constituting the work's melody in either monophonic or polyphonic form ("Phonic Ringtone"), or (ii) a digital file representing an excerpt of no more than forty five (:45) seconds of a sound recording of the Composition ("Pre-Recorded Ringtone"). In both cases, such excerpt is generally intended to be digitally transmitted to and stored in an end user's Covered Device and played by such intended destination Covered Device whenever the Covered Device activates its ringing or alert function indicating the arrival of a call, message or other notification (but no advertisements) received by the Covered Device, and is designed to be played by such Covered Device without any other distribution or transmission. Notwithstanding the foregoing, if the Composition excerpt is intended to be streamed and heard by a caller after such caller dials the end user's Covered Device, indicating to the caller that the end user's Covered Device is receiving their call, such audio-only excerpt may be referred to hereunder as a "Ringback." Unless otherwise specifically provided for herein, all terms and conditions hereunder which apply to Ringtones shall also apply to Ringbacks.

A "Covered Device" shall mean a mobile telephone, pager or other portable communications device with a telephonic or messaging function that operates on a wireless communications network regulated by the U.S. Federal Communications Commission pursuant to its rules governing commercial mobile radio services.

A "Promotional Ringtone" shall mean a digital transmission of a Ringtone in streamed form made available to a prospective purchaser free of charge and solely for the purpose of promoting the sale of the Ringtone, and that does not result in a reproduction of any part or all of the Ringtone that is accessible except by such prospective purchaser for an intended one-time promotional playback through the operation of a Covered Device or other device.

"Audiovisual" shall mean synchronized with a visual image (including graphics and/or any other type of imagery) when activated (as described above) on a Covered Device. Notwithstanding the foregoing, if a Covered Device lights up or vibrates in order to notify the consumer of an incoming call, such activity shall not constitute synchronization.

Any arrangements which Licensee shall cause to be made of the Compositions shall be made at Licensee's own expense and shall be created only as the result of employment-for-hire, and such arrangements shall be considered "works made for hire" as such term is used in the United States Copyright Law, and all copyrights therein and all renewals, extensions and reversions thereof throughout the world shall be owned by Licensor, subject to

Licensee's use under this agreement. Arrangers shall not be entitled to authorship credit or status as a collaborator or any remuneration by way of royalty or otherwise from the authors of such Composition or from Licensor or any other designated agents of Licensor or from any society representing composer/publisher interests. This license does not authorize the creation of any recordings which deliberately imitate the featured and commercially exploited vocal performance by an artist of a Composition.

Licensee shall have the right to use up to thirty seconds (:30) of each Composition in a "streamed" digital audio transmission from Licensee's website for the sole purpose of providing consumers with Ringtone samples.

Nothing in this License shall be interpreted or construed in any manner to suggest that Licensee is being granted a license to use sound recordings embodying Compositions. All sound recordings must be cleared prior to any uses of such Compositions (if the sound recordings are owned and/or controlled by third parties).

1.2 All Licenses are subject to prior approval of Licensor. Licensee shall remove a Composition from all of Licensee's servers (and from any other location which allows access to such Composition) within seventy two (72) hours from Licensee's receipt of Licensor's written notice requesting such removal, if such request is due to any type of legal issue relating to the Composition, or a request from the composer (or representative of a composer), owner and/or co-publisher of a Composition.

1.3 Following execution of this Agreement, Licensee may begin submitting License Requests to Licensor (to the attention of Mary Beth Roberts, VP Catalog Development, The Famous Music Publishing Companies, 1633 Broadway, 11th Floor, NY NY 10019, or via email to mary_beth_roberts@paramount.com), which License Requests shall be duly processed by Licensor. Without limitation, Licensee shall include in each License Request (a) the title of the Composition for which a License is being requested; (b) the writer(s) of the Composition; (c) the publisher(s) of the Composition; and (d) whether the Ringtone is a Phonic Ringtone and/or a Pre-Recorded Ringtone and/or a Ringback, (e) the name of the record company that produced the sound recording embodied in a Pre-Recorded Ringtone; (f) the name of the artist; (g) the ISRC number for such sound recording; (h) the total playing time of the Ringtone; (i) the title of an album for which such sound recording has been previously licensed; (j) whether the ringtone is audio-only or audiovisual; and (k) such other information as may be required by Licensor.

1.4 Upon Licensee's request, Licensor shall provide Licensee with an electronic file specifying the Licenses issued under this Agreement (each such report a "Confirmation Report"). To aid Licensee in the calculation of royalties, with

respect to each License, such Confirmation Report shall include, *inter alia*, Licensor's total administrative percentage share of each Composition.

1.5 For the avoidance of doubt, and without limitation, the Licenses granted hereunder do not extend to or cover: (a) any right of public performance (Licensee must obtain the necessary performing rights licenses either from Licensor's duly authorized performing rights societies or Licensor); (b) any copyrights or other rights in sound recordings and/or visual images; (c) any print, display or karaoke rights; (d) any adaptation (derivative work) rights; (e) any merchandising rights; (f) any use of a Composition (whether or not embodied in a sound recording) for a marketing campaign, product tie-in, game or contest or otherwise to advertise, promote or cross-promote any product or service; (g) any use of the title of a Composition, or the name or likeness of any writer, publisher or artist associated with a Composition, except for identification purposes as described in Section 4; (h) use of the lyrics of the Compositions in conjunction with Phonic Ringtones; or (i) any other use of a Composition not specifically and expressly provided for herein. No Composition shall be used in any manner which could be considered in bad taste or in an offensive manner. Licensee shall not use the Compositions in any manner which brings Licensor, any of the composers of the Compositions, or any co-publisher into public disrepute or which reflects adversely on the Compositions. Compositions shall not be isolated or positioned in any way which can be construed as advertising or promoting any product or service (including Licensee). **The license authority under any License issued hereunder is limited to and granted solely with respect to Licensor's administrative share of the Compositions (ie, if Licensor does not administer 100% of a Composition, Licensee must seek and obtain a license from all other third parties who have an interest in such Composition prior to any use of such Composition by Licensee).**

1.6 The license authority contemplated by this Agreement and granted pursuant to any License issued hereunder is limited to Licensee and may not be sublicensed (except to affiliated companies), assigned or otherwise transferred by Licensee except to the extent expressly permitted hereunder.

1.7 It is a condition of the grant of this License that no Composition is positioned or used in conjunction with any visuals and/or property from any motion picture, television series or other production in which such Composition was used as a cue and/or soundtrack composition (or with any images substantially similar to such production or which uses or portrays any of the principal characters or key locations of that production) without further negotiation and license from the owner(s) (or licensor(s)) of the applicable production or property.

2. **Reporting and Payment of Royalties**

2.1 Licensee shall pay to Licensor an advance of REDACTED to be recoupable against royalties (but not Initial Server Fixation fees) described hereunder. **Such advance shall be payable upon recoupment of the** REDACTED **advance against royalties paid to Licensor under the July 31, 2003 Ringtone License between Famous Music Corporation and** REDACTED

2.2 Licensee shall account and pay royalties to Licensor quarterly, within forty-five (45) days after the end of each calendar quarter, on the basis of (a) the initial server fixation of each audio-only Phonic Ringtone, Audiovisual Phonic Ringtone, audio-only Pre-Recorded Ringtone, Audiovisual Pre-Recorded Ringtone, audio-only Ringback and/or Audiovisual Ringback of a Composition made on any Server (see paragraph 2.3 for more detail) ("Initial Server Fixation"); and (b) each Ringtone delivery in the form of an audio-only Phonic Ringtone ("audio-only Phonic Ringtone Delivery"), Audiovisual Phonic Ringtone ("Audiovisual Phonic Ringtone), audio-only Pre-Recorded Ringtone ("audio-only Pre-Recorded Ringtone Delivery"), Audiovisual Pre-Recorded Ringtone ("Audiovisual Pre-Recorded Ringtone Delivery") and/or Ringback ("Ringback Delivery"). Licensee shall provide Licensor with detailed quarterly statements ("Statements") in electronic or written form in accordance with the format specified by Licensor ("Reporting Format"), whether or not any monies are due to Licensor. With respect to each quarterly reporting period, for each License, Licensee shall specifiy in its Statement (i) the Initial Server Fixation fee (if one is due) for each new Composition added to Licensee's schedule; (ii) the total number of Phonic Ringtone Deliveries and/or total number of Pre-Recorded Ringtone Deliveries (with Ringbacks reported separately from other Ringtones) for each Composition; (iii) the particular retail outlet through which each Ringtone Delivery was made; (iv) the total royalty amount being paid for Initial Server Fixations; (v) the total royalty amount being paid for the Phonic Ringtone Deliveries and/or Pre-Recorded Ringtone Deliveries; and (vi) such other information as may be required by Licensor from time to time. Any royalty computations based upon a percentage of gross revenues generated from Licensee's website (pursuant to paragraph 2.4 below) shall also be reported to Licensor on a quarterly basis. Without limiting Licensor's rights and remedies hereunder, at law or in equity, (i) past-due payments are subject to and to be accompanied by payment of interest thereon at the prime rate found in the Wall Street Journal on the due date plus two percent (2%), compounded daily, from the date(s) upon which each such payment(s) first became due until the date(s) upon which each such payment(s) is remitted to Licensor.

Statements/Accountings/Payments shall be made to:

Famous Music Corporation

10635 Santa Monica Blvd., Suite $300

Los Angeles, CA 90025

Attn: Sr. VP, Finance

Fed ID # 13-0692800

2.3 INITIAL SERVER FIXATION: For each Initial Server Fixation, the fixation fee (non-recoupable) shall be:

(a) REDACTED per each version of a Composition for audio-only Ringtones (for example, if both a Phonic and a Pre-Recorded version of a Composition are found on Licensee's server, Licensee shall remit a Initial Server Fixation fee);

(b) REDACTED per each version of a Composition for Audiovisual Ringtones (for example, if both a Phonic and a Pre-Recorded Audiovisual version of a Composition are found on Licensee's server, Licensee shall remit a Initial Server Fixation fee); and

(c) REDACTED per each version of a Composition for Ringback use (for example, if both a Phonic Ringtone and a Pre-Recorded Ringback version of a Composition are found on Licensee's server, Licensee shall remit a Initial Server Fixation fee);

REDACTED

provided, however, that these amounts shall be proportionately reduced to the extent that Licensor own(s) or control(s) less than 100% of the Composition.

2.4 ROYALTIES:

(a) For each audio-only Phonic Ringtone Delivery or Ringback Delivery of a Composition, the royalty shall be the greater of REDACTED REDACTED of the retail Ringtone selling price to consumers; or of the gross revenues generated (prorated among all publishers) from Licensee's website.

(b) For each audio-only Pre-Recorded Ringtone Delivery or Ringback Delivery of a Composition, the royalty shall be the greater of REDACTED REDACTED of the retail Ringtone selling price to consumers; or REDACTED of the gross revenues generated (prorated among all publishers) from Licensee's website.

(c) For each Audiovisual Phonic Ringtone Delivery of a Composition, the royalty shall be the greater of REDACTED of the

retail Ringtone selling price to consumers; or REDACTED of the gross revenues generated (prorated among all publishers) from Licensee's website.

(d) For each Audiovisual Pre-Recorded Ringtone Delivery of a Composition, the royalty shall be the greater of REDACTED of the retail Ringtone selling price to consumers; or REDACTED of the gross revenues generated (prorated among all publishers) from Licensee's website.

Gross revenues include payment of any kind received by Licensee from advertising found on the Ringtone portion of Licensee's website. These per-Composition royalty amounts shall be proportionately reduced to the extent that Licensor own(s) or control(s) less than 100% of a Composition.

2.5 If pursuant to any future law, other governmental regulation or judicial decision Ringtone Deliveries are determined to be digital downloads subject to statutory digital download rates and such statutory digital download rates are higher than the royalty rates found herein, the statutory digital download rates will apply to this License on the effective statutory rate date, if such effective date falls during the Term.

2.6 In the event that a third party (1) music publisher; (2) master recording owner; (3) audiovisual/graphics content provider; and/or (4) non-musical ringtone provider agree with Licensee to any terms (including terms with respect to compensation or consideration) more favorable than those applicable hereunder, then effective as of the date of such third party agreement, this license shall be deemed amended to include such more favorable terms. Upon request, Licensee shall provide Licensor with either copies of the third party agreements or the relevant royalty provisions thereof.

3. Term

3.1 The term of this Agreement shall commence as of the Effective Date and terminate three (3) years from the Effective Date (the "Term").

3.2 Upon expiration of the Term, if Licensee wishes to renew this Agreement for an additional one (1) year term, it shall notify Licensor of such desire not later than a date three (3) months prior to the end of the Term. Such notification shall include proposed terms for any such renewal. Any renewal shall be subject to the approval of Licensor, and Licensor reserves the right to propose changes to administrative and other aspects of the Agreement as it deems appropriate. Proposed changes must be approved in writing by Licensor.

3.3 Notwithstanding any of the foregoing, Licensor shall have the right for any reason whatsoever to automatically terminate this License no earlier than two (2) years from the Effective Date, but only upon thirty (30) days written notice to Licensee.

4. Writer/Publisher Credit

Licensee shall, to the extent commercially reasonable, include in any graphics and/or imagery displayed in connection with the play of any Audiovisual Ringtone of a Composition written credit in legible form setting forth the names of the Licensor's writer(s) and publisher(s) of such Composition. Additionally, Licensor's writer(s) and publisher(s) of each Composition offered by Licensee as a Ringtone must be displayed on Licensee's website. Inadvertent failure by Licensee to post such notice shall not be considered a breach of this license if Licensee cures such failure within ten (10) business days of receipt of written notice from Licensor.

5. Security

5.1 In connection with the use of any Composition, Licensee shall implement and maintain copy protection and digital rights management technology and systems, including software and/or hardware functional limitations (collectively, "Security Systems") with respect to all aspects of the Service, including without limitation its Servers and operating systems, that (a) are designed to prevent unauthorized reproduction and distribution of the Composition, in the form of Ringtones or otherwise; (b) are sufficient to track and enforce the use limitations contemplated by this Agreement; and (c) meet or exceed current industry standards as they exist from time to time for the licensed delivery of music via digital transmission and its reproduction on devices including, without limitation, Covered Devices.

5.2 In the event it becomes aware of a breach of Licensee's Security Systems ("Security Breach"), whether through its own monitoring efforts, upon being advised by another party (including Licensor) or otherwise, Licensee shall use its best efforts to resolve the Security Breach and restore the full integrity of its Security Systems as quickly as possible. If a solution to the Security Breach is not immediately available (i.e., cannot be implemented within twenty-four (24) hours from the time Licensee becomes aware of the Security Breach), Licensee shall (a) promptly notify Licensor of the Security Breach in writing (unless Licensee learned of the breach from Licensor); and (b) cease all further digital transmission and/or reproduction of Compositions to the extent such activities are or could possibly be affected by the Security Breach, pending full resolution of the Security Breach. In such a case, Licensee (x) shall keep Licensor reasonably apprised of the status of its efforts to resolve the Security Breach; and (y) shall not resume the activities that were

suspended pursuant to this Subsection 5.2 until the full integrity of its Security Systems has been restored.

5.3 To the extent Licensee employs third-party technology in order to operate, Licensee shall use its best efforts to maintain and upgrade such technology by (a) diligently monitoring any third-party notifications of bug-fixes, security holes and functionality improvements; and (b) obtaining any available upgrades and bug-fixes, and installing, testing and distributing such upgrades and bug-fixes as necessary so as to maintain the integrity of its Security Systems.

5.4 Licensee shall use its best efforts to prevent any unauthorized digital transmissions and reproductions of Compositions by operators and users of the Service and/or in any facility, on any device (including Covered Devices), or by any person under the supervision and/or control of Licensee.

6. Royalty and Security Compliance

6.1 Notwithstanding, without limiting and in addition to the general right of Licensor pursuant to industry custom and practice to examine the books and records of Licensee in connection with Licensee's use of the Compositions, Licensor shall be entitled, upon thirty (30) days' notice to Licensee, to conduct an examination of the books, records, operations and Security Systems of Licensee ("Royalty and Security Examination") to determine whether Licensee is in compliance with its reporting, royalty and security obligations under this Agreement. Absent a good-faith basis to believe that Licensee is not in compliance with such obligations, Licensor shall not seek to initiate a Royalty and Security Examination more than once every twelve (12) months or more than six (6) years following the termination of this Agreement.

6.2 During the course of a Royalty and Security Examination, upon request by Licensor or an examiner acting on its behalf, Licensee shall, within three (3) business days (a) provide access to any information that may be called for by such request, including without limitation any (i) books, records, files, logs, reports, compilations, usage data and other documentation, whether in paper or electronic form, that were or could be used or required to generate or verify Licensee's Statements and/or that reflect or summarize Licensees' Statements and/or that verify that all provisions of this license are being complied with by Licensee; (ii) financial information, including books, records, ledgers, reports, and other documentation, reflecting cash receipts and general revenue accounts to the extent such information relates directly or indirectly to the activities licensed under this Agreement; and (iii) files, logs, reports, compilations, testing and monitoring data and other documentation related to and/or reflecting the operation and integrity of Licensee's Security Systems

(such information, along with the information described in the items (a)(i) and (a)(ii) of this Subsection 6.2, collectively referred to as "Documentation"); and (b) through the assistance of personnel who are familiar with the technical and operational aspects of Licensee's computer, hardware, software, Security Systems (collectively, "Operational Systems") who are to be made available by Licensee, provide real-time and/or historical access to such Operational Systems, as requested, sufficient to permit Licensor or its examiner(s) to conduct meaningful tests and analysis to verify that (i) the Operational Systems are properly and accurately tracking and reporting the use of the Compositions, and royalties payable therefor, as contemplated by the terms of this Agreement; and (ii) the Operational Systems are in compliance with the security requirements set forth in Section 5 of this Agreement. Licensee shall provide the information, systems access and personnel required by this Subsection 6.2 free of charge and, unless otherwise agreed by Licensor or its examiner(s), at Licensee's place of business.

6.3 During the course of and/or following completion of the Royalty and Security Examination, upon request by Licensor or an examiner acting on its behalf, Licensee shall make available company personnel at an appropriate level of seniority and/or technical ability to discuss and/or resolve particular issues and findings arising out of such examination.

6.4 Licensee shall maintain any and all Documentation that reasonably might be expected to be relevant to Licensor's conduct of a Royalty and Security Examination for a period of at least six (6) years following the expiration or termination of this Agreement, unless there is a Royalty and Security Examination in progress or not fully resolved as of the expiration of such period, in which case the Documentation shall be maintained until the Royalty and Security Examination is fully resolved to the satisfaction of Licensor.

6.5 If a royalty examination reveals a nonpayment or underpayment of royalties due to Licensor, the amounts determined to be owing shall be subject to interest payable at the rate of prime plus two percent (2%) compounded daily calculated from the date the royalties were due to be paid under the applicable reporting period to the date of ultimate payment to Licensor.

7. Termination/Default

7.1 All license authority pursuant to Licenses issued hereunder shall terminate upon the expiration or termination of this Agreement (unless such Licenses are renewed pursuant to a renewal of this Agreement as contemplated under Section 3, in which case the terms of renewal shall apply as appropriate), and any further transmission and/or reproduction of any Composition after the expiration of this Agreement shall be prohibited and actionable as an act of infringement under, and fully subject to the remedies provided by, the Copyright Act. Notwithstanding the foregoing, provided that the Agreement

has not been terminated due to Licensee's breach or default, any Server Fixations existing on Servers and/or Ringtone Deliveries existing on Covered Devices as of the expiration of the Agreement may remain on such Servers and Covered Devices; provided, however, that such existing Server Fixations (in addition to the Ringtone Deliveries) may not be further reproduced or distributed after the expiration of the Agreement.

7.2 Notwithstanding, without limiting and in addition to any other remedy that may be available at law or in equity and/or under this Agreement, Licensee understands and agrees that: (a) in the event Licensee fails to account to Licensor and pay royalties provided for in Section 2, Licensor may provide written notice to Licensee in the same manner as provided in Section 115(c)(6) of the Copyright Act that, unless the default is fully remedied within thirty (30) days from the date of the notice, this Agreement and any Licenses issued hereunder will be automatically terminated, and that such termination will render the transmission and/or reproduction or both, of any Composition for which royalties have not been fully paid actionable as an act of infringement under Section 501 of the Copyright Act, and fully subject to the remedies provided by Sections 502 through 506 and 509 the Copyright Act; (b) in the event Licensee is in material breach or default of any of its obligations under this Agreement, Licensor may provide written notice to Licensee in the same manner as provided by Section 115(c)(6) of the Copyright Act that, unless the default is fully remedied within thirty (30) days from the date of the notice, this Agreement and any Licenses issued hereunder will be automatically terminated, and that such termination will render the further transmission and/or reproduction, or both, of any Composition actionable as an act of infringement under Section 501 of the Copyright Act, and fully subject to the remedies provided by Sections 502 through 506 and 509 of the Copyright Act. Licensee further understands and agrees that in the case of infringement, irreparable harm may be presumed, and Licensor shall be entitled as appropriate to injunctive relief, in addition to any other remedy that may be available at law or in equity and/or under this Agreement. For the avoidance of doubt, and without limitation, Licensee's breach of any of the obligations imposed by Sections 2, 5 and 6 of this Agreement shall be considered a material breach of, and default under, this Agreement.

7.3 Except to the extent expressly excused by applicable law, the occurrence of any of the following events shall also be considered a material breach of and default under this Agreement: (a) Licensee's dissolution and/or the liquidation of all of Licensee's assets; (b) the filing of a petition in bankruptcy or insolvency or for an arrangement or reorganization by, for or against Licensee; (c) the appointment of a receiver or trustee for all or a portion of Licensee's assets; (d) Licensee's assignment of assets for the benefit of creditors; (e) Licensee's insolvency; (f) Licensee's lack of a legally valid license, at any time during the Term, for any Musical Works wholly or partially owned or administered by Licensor that are being exploited by Licensee in any manner. Upon the occurrence of any of the events described

in items (a) through (f) of this Subsection 7.3, notwithstanding, without limiting and in addition to any other remedy that may be available at law or in equity and/or under this Agreement, this Agreement and all license authority pursuant to any Licenses granted hereunder shall terminate automatically without the requirement of any further action on the part of Licensor.

7.4 Notwithstanding, without limiting and in addition to any other remedy that may be available at law or in equity and/or under this Agreement, including without limitation the remedies set forth in Subsection 7.2, the breach of any of the provisions set forth in Section 5 shall entitle Licensor to specific performance of such provision and/or to terminate, effective immediately upon the giving of notice, the license authority pursuant to any License granted hereunder.

7.5 Notwithstanding the expiration or termination of this Agreement, Sections 2, 4, 5 and 6 and Subsections 7.1, 7.4, 7.6, 8.2, 8.3, 8.4, 8.5, 8.6 and 8.8 shall to the extent applicable survive and continue to bind the parties and their legal representatives and successors.

7.6 With respect to Ringtones, Ringbacks and any other uses for Covered Devices of any portion of any musical composition owned or controlled by Licensor, Licensee acknowledges and agrees that, as to such portions of such musical compositions, no such uses shall be subject to the provisions of Section 115(c)(3) of the Copyright Law of the United States unless or until so provided by any law, other governmental regulation or judicial decision.

8. Miscellaneous

8.1 Notices. All notices hereunder shall be in writing and shall be deemed effective (a) if provided by hand delivery, upon delivery; (b) if provided by overnight courier, one (1) business day following the date sent; and (c) if provided by registered or certified mail, return receipt requested, five (5) business days following the date mailed. Notices shall be sent to the following addresses:

If to Licensor:

To the address set forth above. Attn: Sr. VP, Legal & Business Affairs. Fax: 310/441-9094.

If to Licensee:

REDACTED

8.2 Publicity. Neither party shall issue any press release or other publicity document concerning this Agreement without the prior written consent of the other party.

8.3 Assignment. This Agreement may not be assigned without prior written approval from Licensor, not to be unreasonably withheld.

8.4 Entire Agreement; Amendment. This Agreement represents the entire understanding of the parties with respect to the subject matter hereof, supersedes all prior and contemporaneous agreements and understandings of the parties with respect to the subject matter hereof, and may not be altered or amended except in a written instrument executed by both parties.

8.5 Governing Law; Jurisdiction. This Agreement shall be governed by, and construed in accordance with, federal law and/or the laws of the State of New York (without giving effect to conflicts of law principles thereof), as may be applicable. With respect to any action or proceeding arising out of this Agreement, the parties (a) agree that the sole and exclusive venue for such action or proceeding shall be in a court of appropriate jurisdiction located in New York County, New York; (2) agree to the appropriateness of, and waive any objection concerning, the propriety and/or convenience of, proceeding in such venue; and (3) consent to the personal jurisdiction of such court.

8.6 Severability; Waiver. If a court should determine that any part of this Agreement is invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect. Performance of any obligation required of a party hereunder may be waived only by a written waiver signed by a duly authorized officer of the other party, which waiver shall be effective only with respect to the specific obligation described therein.

8.7 Headings. The titles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

8.8 Assistance of Counsel. Each party hereto acknowledges that it has been represented by its own independent counsel, who has reviewed this Agreement and discussed the terms herein with his or her respective client prior to execution.

8.9 Counterparts. This Agreement may be executed in multiple counterparts and delivery of an executed counterpart may be made by facsimile, each such counterpart to be considered and accepted as an original, and all such counterparts together to constitute a single Agreement.

8.10 No Partnership. Nothing herein shall create, expressly or implied, a partnership, joint venture or other association between the parties.

8.11 Confidentiality. Licensee and Licensor agree that all information contained in this license and/or acquired in the course of business shall be kept confidential. Such information shall not be disclosed at any time except to the extent required by a court or other tribunal having jurisdiction or pursuant to rules and regulations of a governmental body. Notwithstanding the foregoing, the parties acknowledge that in certain situations, such as where a license

contains a favored nations provision, the information contained in the license may have to be divulged.

8.12 It is a condition of the grant of this license that no Composition is used in conjunction with any visuals of any motion picture, television series or other production in which the Composition was used as a cue and/or soundtrack composition without the written approval from the owner or licensor of the applicable production or property, nor shall any Composition be used with any images substantially similar to such production or which uses or portrays any of the principal characters or key locations of that production without the written approval from such owner or licensor of the applicable production. In the event that Licensee uses or authorizes such use of the production without the written license of the owner or licensor of the production, then Licensor will be permitted to terminate this license upon giving notice to Licensee without repayment or any monies paid under this license or other liability to Licensee. Licensee must provide Licensor with proof of any such written approval promptly upon request.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date:

REDACTED

THE FAMOUS MUSIC PUBLISHING COMPANIES

By: _____
Print name:
Title: KENT J. KLAVENS
SENIOR VICE PRESIDENT
LEGAL AND BUSINESS AFFAIRS

EXHIBIT CO 0113

#1541

EXECUTED COPY

The Famous Music Publishing Companies
RINGTONE LICENSING AGREEMENT

This agreement ("Agreement") is entered into as of January 1, 2005 ("Effective Date") by and between REDACTED ("Licensee"), and The Famous Music Publishing Companies, 10635 Santa Monica Blvd, Suite #300, Los Angeles, CA 90025 ("Licensor").

WHEREAS, Licensee owns and operates a service pursuant to which excerpts of copyrighted musical compositions ("Musical Works") in the form of Ringtones (as below defined) are digitally reproduced on a central computer server or servers, which Ringtones are subsequently transmitted from such servers and downloaded to Covered Devices (as below defined) ("Service"); and

WHEREAS, in order to operate the Service, Licensee seeks licenses to make Server Fixations (as below defined) and reproduce and distribute Ringtones of Musical Works that are owned and/or controlled wholly or partially by Licensor;

NOW, THEREFORE, in consideration of the promises contained in this Agreement and for other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Licensing**

1.1 Pursuant to the terms of this Agreement, and as more particularly described herein, upon receipt of appropriate license requests ("License Requests") from Licensee, Licensor shall issue non-exclusive licenses ("Licenses") to reproduce and distribute Ringtones of Musical Works owned and/or controlled by Licensor (the "Compositions") for use on Licensee's Service in accordance with the terms of this Agreement. The license authority contemplated hereunder and granted pursuant to any License issued hereunder shall include and is limited to: (a) the digital reproduction of Ringtones of Compositions on a central computer server or servers directly owned and/or directly controlled by Licensee and located in the United States (including its territories and possessions and the Commonwealth of Puerto Rico [collectively, the "United States")] ("Servers"), solely for use in connection with the Service ("Server Fixations"); (b) the digital transmission of Ringtones of Compositions from such Servers for streaming or storage on Covered Devices, solely for use in connection with the Service in the territory of the United States only; (c) the reproduction of Ringtones of Compositions on Covered Devices, solely for use in connection with the Service in the United States only ("Ringtone Deliveries"); and (d) the offering of Promotional Ringtones (as below defined) of Compositions, solely for use in connection with the Service.

REDACTED

For purposes of this Agreement:

A "Ringtone" is an excerpt, not to exceed forty five (:45) seconds, of a Composition that is embodied in either (i) a digital file containing codes representing and capable of being rendered into audio and played back as musical notes constituting the work's melody in either monophonic or polyphonic form ("Phonic Ringtone"), or (ii) a digital file representing an excerpt of no more than forty five (:45) seconds of a sound recording of the Composition ("Pre-Recorded Ringtone"). In both cases, such excerpt is generally intended to be digitally transmitted to and stored in an end user's Covered Device and played by such intended destination Covered Device whenever the Covered Device activates its ringing or alert function indicating the arrival of a call, message or other notification (but no advertisements) received by the Covered Device, and is designed to be played by such Covered Device without any other distribution or transmission. Notwithstanding the foregoing, if the Composition excerpt is intended to be streamed and heard by a caller after such caller dials the end user's Covered Device, indicating to the caller that the end user's Covered Device is receiving their call, such audio-only excerpt may be referred to hereunder as a "Ringback." Unless otherwise specifically provided for herein, all terms and conditions hereunder which apply to Ringtones shall also apply to Ringbacks.

A "Covered Device" shall mean a mobile telephone, pager or other portable communications device with a telephonic or messaging function that operates on a wireless communications network regulated by the U.S. Federal Communications Commission pursuant to its rules governing commercial mobile radio services.

A "Promotional Ringtone" shall mean a digital transmission of a Ringtone in streamed form made available to a prospective purchaser free of charge and solely for the purpose of promoting the sale of the Ringtone, and that does not result in a reproduction of any part or all of the Ringtone that is accessible except by such prospective purchaser for an intended one-time promotional playback through the operation of a Covered Device or other device.

"Audiovisual" shall mean synchronized with a visual image (including graphics and/or any other type of imagery) when activated (as described above) on a Covered Device. Notwithstanding the foregoing, if a Covered Device lights up or vibrates in order to notify the consumer of an incoming call, such activity shall not constitute synchronization.

Any arrangements which Licensee shall cause to be made of the Compositions shall be made at Licensee's own expense and shall be created only as the result of employment-for-hire, and such arrangements shall be considered "works made for hire" as such term is used in the United States Copyright Law, and all copyrights therein and all renewals, extensions and reversions thereof throughout the world shall be owned by Licensor, subject to

Licensee's use under this agreement. Arrangers shall not be entitled to authorship credit or status as a collaborator or any remuneration by way of royalty or otherwise from the authors of such Composition or from Licensor or any other designated agents of Licensor or from any society representing composer/publisher interests. This license does not authorize the creation of any recordings which deliberately imitate the featured and commercially exploited vocal performance by an artist of a Composition.

Licensee shall have the right to use up to thirty seconds (:30) of each Composition in a "streamed" digital audio transmission from Licensee's website for the sole purpose of providing consumers with Ringtone samples.

Nothing in this License shall be interpreted or construed in any manner to suggest that Licensee is being granted a license to use sound recordings embodying Compositions. All sound recordings must be cleared prior to any uses of such Compositions (if the sound recordings are owned and/or controlled by third parties).

1.2 All Licenses are subject to prior approval of Licensor. Licensee shall remove a Composition from all of Licensee's servers (and from any other location which allows access to such Composition) within seventy two (72) hours from Licensee's receipt of Licensor's written notice requesting such removal, if such request is due to any type of legal issue relating to the Composition, or a request from the composer (or representative of a composer), owner and/or co-publisher of a Composition.

1.3 Following execution of this Agreement, Licensee may begin submitting License Requests to Licensor (to the attention of Mary Beth Roberts, VP Catalog Development, The Famous Music Publishing Companies, 1633 Broadway, 11th Floor, NY NY 10019, or via email to mary_beth_roberts@paramount.com), which License Requests shall be duly processed by Licensor. Without limitation, Licensee shall include in each License Request (a) the title of the Composition for which a License is being requested; (b) the writer(s) of the Composition; (c) the publisher(s) of the Composition; and (d) whether the Ringtone is a Phonic Ringtone and/or a Pre-Recorded Ringtone and/or a Ringback, (e) the name of the record company that produced the sound recording embodied in a Pre-Recorded Ringtone; (f) the name of the artist; (g) the ISRC number for such sound recording; (h) the total playing time of the Ringtone; (i) the title of an album for which such sound recording has been previously licensed; (j) whether the ringtone is audio-only or audiovisual; and (k) such other information as may be required by Licensor.

1.4 Upon Licensee's request, Licensor shall provide Licensee with an electronic file specifying the Licenses issued under this Agreement (each such report a "Confirmation Report"). To aid Licensee in the calculation of royalties, with

respect to each License, such Confirmation Report shall include, *inter alia*, Licensor's total administrative percentage share of each Composition.

1.5 For the avoidance of doubt, and without limitation, the Licenses granted hereunder do not extend to or cover: (a) any right of public performance (Licensee must obtain the necessary performing rights licenses either from Licensor's duly authorized performing rights societies or Licensor); (b) any copyrights or other rights in sound recordings and/or visual images; (c) any print, display or karaoke rights; (d) any adaptation (derivative work) rights; (e) any merchandising rights; (f) any use of a Composition (whether or not embodied in a sound recording) for a marketing campaign, product tie-in, game or contest or otherwise to advertise, promote or cross-promote any product or service; (g) any use of the title of a Composition, or the name or likeness of any writer, publisher or artist associated with a Composition, except for identification purposes as described in Section 4; (h) use of the lyrics of the Compositions in conjunction with Phonic Ringtones; or (i) any other use of a Composition not specifically and expressly provided for herein. No Composition shall be used in any manner which could be considered in bad taste or in an offensive manner. Licensee shall not use the Compositions in any manner which brings Licensor, any of the composers of the Compositions, or any co-publisher into public disrepute or which reflects adversely on the Compositions. Compositions shall not be isolated or positioned in any way which can be construed as advertising or promoting any product or service (including Licensee). **The license authority under any License issued hereunder is limited to and granted solely with respect to Licensor's administrative share of the Compositions (ie, if Licensor does not administer 100% of a Composition, Licensee must seek and obtain a license from all other third parties who have an interest in such Composition prior to any use of such Composition by Licensee).**

1.6 The license authority contemplated by this Agreement and granted pursuant to any License issued hereunder is limited to Licensee and may not be sublicensed, assigned or otherwise transferred by Licensee except to the extent expressly permitted hereunder. Licensor agrees that Licensee shall have the right to sub-license to REDACTED

1.7 It is a condition of the grant of this License that no Composition is positioned or used in conjunction with any visuals and/or property from any motion picture, television series or other production in which such Composition was used as a cue and/or soundtrack composition (or with any images substantially similar to such production or which uses or portrays any of the principal characters or key locations of that production) without further negotiation and license from the owner(s) (or licensor(s)) of the applicable production or property.

2. Reporting and Payment of Royalties

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2.1 Licensee shall pay to Licensor an advance of REDACTED REDACTED , to be recoupable against royalties (but not Initial Server Fixation fees) described hereunder.

2.2 Licensee shall account and pay royalties to Licensor quarterly, within forty-five (45) days after the end of each calendar quarter, on the basis of (a) the initial server fixation of each audio-only Phonic Ringtone, Audiovisual Phonic Ringtone, audio-only Pre-Recorded Ringtone, Audiovisual Pre-Recorded Ringtone, audio-only Ringback and/or Audiovisual Ringback of a Composition made on any Server (see paragraph 2.3 for more detail) ("Initial Server Fixation"); and (b) each Ringtone delivery in the form of an audio-only Phonic Ringtone ("audio-only Phonic Ringtone Delivery"), Audiovisual Phonic Ringtone ("Audiovisual Phonic Ringtone), audio-only Pre-Recorded Ringtone ("audio-only Pre-Recorded Ringtone Delivery"), Audiovisual Pre-Recorded Ringtone ("Audiovisual Pre-Recorded Ringtone Delivery") and/or Ringback ("Ringback Delivery"). Licensee shall provide Licensor with detailed quarterly statements ("Statements") in electronic or written form in accordance with the format specified by Licensor ("Reporting Format"), whether or not any monies are due to Licensor. With respect to each quarterly reporting period, for each License, Licensee shall specifiy in its Statement (i) the Initial Server Fixation fee (if one is due) for each new Composition added to Licensee's schedule; (ii) the total number of Phonic Ringtone Deliveries and/or total number of Pre-Recorded Ringtone Deliveries (with Ringbacks reported separately from other Ringtones) for each Composition; (iii) the particular retail outlet through which each Ringtone Delivery was made; (iv) the total royalty amount being paid for Initial Server Fixations; (v) the total royalty amount being paid for the Phonic Ringtone Deliveries and/or Pre-Recorded Ringtone Deliveries; and (vi) such other information as may be required by Licensor from time to time. Any royalty computations based upon a percentage of gross revenues generated from Licensee's website (pursuant to paragraph 2.4 below) shall also be reported to Licensor on a quarterly basis. Without limiting Licensor's rights and remedies hereunder, at law or in equity, (i) past-due payments are subject to and to be accompanied by payment of interest thereon at the prime rate found in the Wall Street Journal on the due date plus two percent (2%), compounded daily, from the date(s) upon which each such payment(s) first became due until the date(s) upon which each such payment(s) is remitted to Licensor.

Statements/Accountings/Payments shall be made to:

Famous Music Corporation

10635 Santa Monica Blvd., Suite $300

Los Angeles, CA 90025

Attn: Sr. VP, Finance

2.3 INITIAL SERVER FIXATION: For each Initial Server Fixation, the fixation fee (non-recoupable) shall be:

(a) REDACTED per each version of a Composition for audio-only Ringtones (for example, if both a Phonic and a Pre-Recorded version of a Composition are found on Licensee's server, Licensee shall remit a Initial Server Fixation fee);

(b) REDACTED per each version of a Composition for Audiovisual Ringtones (for example, if both a Phonic and a Pre-Recorded Audiovisual version of a Composition are found on Licensee's server, Licensee shall remit a Initial Server Fixation fee); and

(c) REDACTED per each version of a Composition for Ringback use (for example, if both a Phonic Ringtone and a Pre-Recorded Ringback version of a Composition are found on Licensee's server, Licensee shall remit a Initial Server Fixation fee);

provided, however, that these amounts shall be proportionately reduced to the extent that Licensor own(s) or control(s) less than 100% of the Composition.

2.4 ROYALTIES:

(a) For each audio-only Phonic Ringtone Delivery or Ringback Delivery of a Composition, the royalty shall be the greater of REDACTED REDACTED of the retail Ringtone selling price to consumers; or of the gross revenues generated (prorated among all publishers) from Licensee's website.

(b) For each audio-only Pre-Recorded Ringtone Delivery or Ringback Delivery of a Composition, the royalty shall be the greater of REDACTED of the retail Ringtone selling price to consumers; or of the gross revenues generated (prorated among all publishers) from Licensee's website.

(c) For each Audiovisual Phonic Ringtone Delivery of a Composition, the royalty shall be the greater of REDACTED of the retail Ringtone selling price to consumers; or of the gross revenues generated (prorated among all publishers) from Licensee's website.

(d) For each Audiovisual Pre-Recorded Ringtone Delivery of a Composition, the royalty shall be the greater of REDACTED of the retail Ringtone selling price to consumers; or of the gross

revenues generated (prorated among all publishers) from Licensee's website.

Gross revenues include payment of any kind received by Licensee from advertising found on the Ringtone portion of Licensee's website. These per-Composition royalty amounts shall be proportionately reduced to the extent that Licensor own(s) or control(s) less than 100% of a Composition.

2.5 If pursuant to any future law, other governmental regulation or judicial decision Ringtone Deliveries are determined to be digital downloads subject to statutory digital download rates and such statutory digital download rates are higher than the royalty rates found herein, the statutory digital download rates will apply to this License on the effective statutory rate date, if such effective date falls during the Term.

2.6 In the event that a third party (1) music publisher; (2) master recording owner; (3) audiovisual/graphics content provider; and/or (4) non-musical ringtone provider agree with Licensee to any terms (including terms with respect to compensation or consideration) more favorable than those applicable hereunder, then effective as of the date of such third party agreement, this license shall be deemed amended to include such more favorable terms. Upon request, Licensee shall provide Licensor with either copies of the third party agreements or the relevant royalty provisions thereof. Notwithstanding any of the foregoing, favored nations shall not apply to any advance payments.

3. **Term**

3.1 The term of this Agreement shall commence as of the Effective Date and terminate three (3) years from the Effective Date (the "Term").

3.2 Upon expiration of the Term, if Licensee wishes to renew this Agreement for an additional one (1) year term, it shall notify Licensor of such desire not later than a date three (3) months prior to the end of the Term. Such notification shall include proposed terms for any such renewal. Any renewal shall be subject to the approval of Licensor, and Licensor reserves the right to propose changes to administrative and other aspects of the Agreement as it deems appropriate. Proposed changes must be approved in writing by Licensor.

3.3 Notwithstanding any of the foregoing, Licensor shall have the right for any reason whatsoever to automatically terminate this License no earlier than two (2) years from the Effective Date, but only upon thirty (30) days written notice to Licensee.

4. **Writer/Publisher Credit**

Licensee shall, to the extent commercially reasonable, include in any graphics and/or imagery displayed in connection with the play of any Audiovisual Ringtone of a Composition written credit in legible form setting forth the names of the Licensor's writer(s) and publisher(s) of such Composition. Additionally, Licensor's writer(s) and publisher(s) of each Composition offered by Licensee as a Ringtone must be displayed on Licensee's website. Inadvertent failure by Licensee to post such notice shall not be considered a breach of this license if Licensee cures such failure within ten (10) business days of receipt of written notice from Licensor.

5. Security

5.1 In connection with the use of any Composition, Licensee shall implement and maintain copy protection and digital rights management technology and systems, including software and/or hardware functional limitations (collectively, "Security Systems") with respect to all aspects of the Service, including without limitation its Servers and operating systems, that (a) are designed to prevent unauthorized reproduction and distribution of the Composition, in the form of Ringtones or otherwise; (b) are sufficient to track and enforce the use limitations contemplated by this Agreement; and (c) meet or exceed current industry standards as they exist from time to time for the licensed delivery of music via digital transmission and its reproduction on devices including, without limitation, Covered Devices.

5.2 In the event it becomes aware of a breach of Licensee's Security Systems ("Security Breach"), whether through its own monitoring efforts, upon being advised by another party (including Licensor) or otherwise, Licensee shall use its best efforts to resolve the Security Breach and restore the full integrity of its Security Systems as quickly as possible. If a solution to the Security Breach is not immediately available (i.e., cannot be implemented within twenty-four (24) hours from the time Licensee becomes aware of the Security Breach), Licensee shall (a) promptly notify Licensor of the Security Breach in writing (unless Licensee learned of the breach from Licensor); and (b) cease all further digital transmission and/or reproduction of Compositions to the extent such activities are or could possibly be affected by the Security Breach, pending full resolution of the Security Breach. In such a case, Licensee (x) shall keep Licensor reasonably apprised of the status of its efforts to resolve the Security Breach; and (y) shall not resume the activities that were suspended pursuant to this Subsection 5.2 until the full integrity of its Security Systems has been restored.

5.3 To the extent Licensee employs third-party technology in order to operate, Licensee shall use its best efforts to maintain and upgrade such technology by (a) diligently monitoring any third-party notifications of bug-fixes, security holes and functionality improvements; and (b) obtaining any available

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upgrades and bug-fixes, and installing, testing and distributing such upgrades and bug-fixes as necessary so as to maintain the integrity of its Security Systems.

5.4 Licensee shall use its best efforts to prevent any unauthorized digital transmissions and reproductions of Compositions by operators and users of the Service and/or in any facility, on any device (including Covered Devices), or by any person under the supervision and/or control of Licensee.

6. Royalty and Security Compliance

6.1 Notwithstanding, without limiting and in addition to the general right of Licensor pursuant to industry custom and practice to examine the books and records of Licensee in connection with Licensee's use of the Compositions, Licensor shall be entitled, upon thirty (30) days' notice to Licensee, to conduct an examination of the books, records, operations and Security Systems of Licensee ("Royalty and Security Examination") to determine whether Licensee is in compliance with its reporting, royalty and security obligations under this Agreement. Absent a good-faith basis to believe that Licensee is not in compliance with such obligations, Licensor shall not seek to initiate a Royalty and Security Examination more than once every twelve (12) months or more than six (6) years following the termination of this Agreement.

6.2 During the course of a Royalty and Security Examination, upon request by Licensor or an examiner acting on its behalf, Licensee shall, within three (3) business days (a) provide access to any information that may be called for by such request, including without limitation any (i) books, records, files, logs, reports, compilations, usage data and other documentation, whether in paper or electronic form, that were or could be used or required to generate or verify Licensee's Statements and/or that reflect or summarize Licensees' Statements and/or that verify that all provisions of this license are being complied with by Licensee; (ii) financial information, including books, records, ledgers, reports, and other documentation, reflecting cash receipts and general revenue accounts to the extent such information relates directly or indirectly to the activities licensed under this Agreement; and (iii) files, logs, reports, compilations, testing and monitoring data and other documentation related to and/or reflecting the operation and integrity of Licensee's Security Systems (such information, along with the information described in the items (a)(i) and (a)(ii) of this Subsection 6.2, collectively referred to as "Documentation"); and (b) through the assistance of personnel who are familiar with the technical and operational aspects of Licensee's computer, hardware, software, Security Systems (collectively, "Operational Systems") who are to be made available by Licensee, provide real-time and/or historical access to such Operational Systems, as requested, sufficient to permit Licensor or its examiner(s) to

conduct meaningful tests and analysis to verify that (i) the Operational Systems are properly and accurately tracking and reporting the use of the Compositions, and royalties payable therefor, as contemplated by the terms of this Agreement; and (ii) the Operational Systems are in compliance with the security requirements set forth in Section 5 of this Agreement. Licensee shall provide the information, systems access and personnel required by this Subsection 6.2 free of charge and, unless otherwise agreed by Licensor or its examiner(s), at Licensee's place of business.

6.3 During the course of and/or following completion of the Royalty and Security Examination, upon request by Licensor or an examiner acting on its behalf, Licensee shall make available company personnel at an appropriate level of seniority and/or technical ability to discuss and/or resolve particular issues and findings arising out of such examination.

6.4 Licensee shall maintain any and all Documentation that reasonably might be expected to be relevant to Licensor's conduct of a Royalty and Security Examination for a period of at least six (6) years following the expiration or termination of this Agreement, unless there is a Royalty and Security Examination in progress or not fully resolved as of the expiration of such period, in which case the Documentation shall be maintained until the Royalty and Security Examination is fully resolved to the satisfaction of Licensor.

6.5 If a royalty examination reveals a nonpayment or underpayment of royalties due to Licensor, the amounts determined to be owing shall be subject to interest payable at the rate of prime plus two percent (2%) compounded daily calculated from the date the royalties were due to be paid under the applicable reporting period to the date of ultimate payment to Licensor.

7. Termination/Default

7.1 All license authority pursuant to Licenses issued hereunder shall terminate upon the expiration or termination of this Agreement (unless such Licenses are renewed pursuant to a renewal of this Agreement as contemplated under Section 3, in which case the terms of renewal shall apply as appropriate), and any further transmission and/or reproduction of any Composition after the expiration of this Agreement shall be prohibited and actionable as an act of infringement under, and fully subject to the remedies provided by, the Copyright Act. Notwithstanding the foregoing, provided that the Agreement has not been terminated due to Licensee's breach or default, any Server Fixations existing on Servers and/or Ringtone Deliveries existing on Covered Devices as of the expiration of the Agreement may remain on such Servers and Covered Devices; provided, however, that such existing Server Fixations (in addition to the Ringtone Deliveries) may not be further reproduced or distributed after the expiration of the Agreement.

7.2 Notwithstanding, without limiting and in addition to any other remedy that may be available at law or in equity and/or under this Agreement, Licensee understands and agrees that: (a) in the event Licensee fails to account to Licensor and pay royalties provided for in Section 2, Licensor may provide written notice to Licensee in the same manner as provided in Section 115(c)(6) of the Copyright Act that, unless the default is fully remedied within thirty (30) days from the date of the notice, this Agreement and any Licenses issued hereunder will be automatically terminated, and that such termination will render the transmission and/or reproduction or both, of any Composition for which royalties have not been fully paid actionable as an act of infringement under Section 501 of the Copyright Act, and fully subject to the remedies provided by Sections 502 through 506 and 509 the Copyright Act; (b) in the event Licensee is in material breach or default of any of its obligations under this Agreement, Licensor may provide written notice to Licensee in the same manner as provided by Section 115(c)(6) of the Copyright Act that, unless the default is fully remedied within thirty (30) days from the date of the notice, this Agreement and any Licenses issued hereunder will be automatically terminated, and that such termination will render the further transmission and/or reproduction, or both, of any Composition actionable as an act of infringement under Section 501 of the Copyright Act, and fully subject to the remedies provided by Sections 502 through 506 and 509 of the Copyright Act. Licensee further understands and agrees that in the case of infringement, irreparable harm may be presumed, and Licensor shall be entitled as appropriate to injunctive relief, in addition to any other remedy that may be available at law or in equity and/or under this Agreement. For the avoidance of doubt, and without limitation, Licensee's breach of any of the obligations imposed by Sections 2, 5 and 6 of this Agreement shall be considered a material breach of, and default under, this Agreement.

7.3 To the extent permitted by applicable law, and without limitation, the occurrence of any of the following events shall also be considered a material breach of and default under this Agreement: (a) Licensee's dissolution and/or the liquidation of all of Licensee's assets; (b) the filing of a petition in bankruptcy or insolvency or for an arrangement or reorganization by, for or against Licensee; (c) the appointment of a receiver or trustee for all or a portion of Licensee's assets; (d) Licensee's assignment of assets for the benefit of creditors; and (e) Licensee's insolvency. Upon the occurrence of any of the events described in items (a) through (e) of this Subsection 7.3, notwithstanding, without limiting and in addition to any other remedy that may be available at law or in equity and/or under this Agreement, this Agreement and all license authority pursuant to any Licenses granted hereunder shall terminate automatically without the requirement of any further action on the part of Licensor.

7.4 Notwithstanding, without limiting and in addition to any other remedy that may be available at law or in equity and/or under this Agreement, including without limitation the remedies set forth in Subsection 7.2, the breach of any

of the provisions set forth in Section 5 shall entitle Licensor to specific performance of such provision and/or to terminate, effective immediately upon the giving of notice, the license authority pursuant to any License granted hereunder.

7.5 Notwithstanding the expiration or termination of this Agreement, Sections 2, 4, 5 and 6 and Subsections 7.1, 7.4, 7.6, 8.2, 8.3, 8.4, 8.5, 8.6 and 8.8 shall to the extent applicable survive and continue to bind the parties and their legal representatives and successors.

7.6 With respect to Ringtones, Ringbacks and any other uses for Covered Devices of any portion of any musical composition owned or controlled by Licensor, Licensee acknowledges and agrees that, as to such portions of such musical compositions, no such uses shall be subject to the provisions of Section 115(c)(3) of the Copyright Law of the United States unless or until so provided by any law, other governmental regulation or judicial decision.

8. Miscellaneous

8.1 Notices. All notices hereunder shall be in writing and shall be deemed effective (a) if provided by hand delivery, upon delivery; (b) if provided by overnight courier, one (1) business day following the date sent; and (c) if provided by registered or certified mail, return receipt requested, five (5) business days following the date mailed. Notices shall be sent to the following addresses:

If to Licensor:

To the address set forth above. Attn: Sr. VP, Legal & Business Affairs. Fax: 310/441-9094.

If to Licensee:

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8.2 Publicity. Neither party shall issue any press release or other publicity document concerning this Agreement without the prior written consent of the other party.

8.3 Assignment. This Agreement may not be assigned.

8.4 Entire Agreement; Amendment. This Agreement represents the entire understanding of the parties with respect to the subject matter hereof, supersedes all prior and contemporaneous agreements and understandings of the parties with respect to the subject matter hereof, and may not be altered or amended except in a written instrument executed by both parties.

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8.5 Governing Law; Jurisdiction. This Agreement shall be governed by, and construed in accordance with, federal law and/or the laws of the State of New York (without giving effect to conflicts of law principles thereof), as may be applicable. With respect to any action or proceeding arising out of this Agreement, the parties (a) agree that the sole and exclusive venue for such action or proceeding shall be in a court of appropriate jurisdiction located in New York County, New York; (2) agree to the appropriateness of, and waive any objection concerning, the propriety and/or convenience of, proceeding in such venue; and (3) consent to the personal jurisdiction of such court.

8.6 Severability; Waiver. If a court should determine that any part of this Agreement is invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect. Performance of any obligation required of a party hereunder may be waived only by a written waiver signed by a duly authorized officer of the other party, which waiver shall be effective only with respect to the specific obligation described therein.

8.7 Headings. The titles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

8.8 Assistance of Counsel. Each party hereto acknowledges that it has been represented by its own independent counsel, who has reviewed this Agreement and discussed the terms herein with his or her respective client prior to execution.

8.9 Counterparts. This Agreement may be executed in multiple counterparts and delivery of an executed counterpart may be made by facsimile, each such counterpart to be considered and accepted as an original, and all such counterparts together to constitute a single Agreement.

8.10 No Partnership. Nothing herein shall create, expressly or implied, a partnership, joint venture or other association between the parties.

8.11 Confidentiality. Licensee and Licensor agree that all information contained in this license and/or acquired in the course of business shall be kept confidential. Such information shall not be disclosed at any time except to the extent required by a court or other tribunal having jurisdiction or pursuant to rules and regulations of a governmental body. Notwithstanding the foregoing, the parties acknowledge that in certain situations, such as where a license contains a favored nations provision, the information contained in the license may have to be divulged.

8.12 It is a condition of the grant of this license that no Composition is used in conjunction with any visuals of any motion picture, television series or other production in which the Composition was used as a cue and/or soundtrack composition without the written approval from the owner or licensor of the applicable production or property, nor shall any Composition be used with any images substantially similar to such production or which uses or portrays any

of the principal characters or key locations of that production without the written approval from such owner or licensor of the applicable production. In the event that Licensee uses or authorizes such use of the production without the written license of the owner or licensor of the production, then Licensor will be permitted to terminate this license upon giving notice to Licensee without repayment or any monies paid under this license or other liability to Licensee. Licensee must provide Licensor with proof of any such written approval promptly upon request.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date:

REDACTED

THE FAMOUS MUSIC PUBLISHING COMPANIES

By: Kent Klavens
Title: Sr. VP, Legal & Business Affairs

EXHIBIT CO 0114

#1841

EXECUTED COPY

The Famous Music Publishing Companies
RINGTONE LICENSING AGREEMENT

This agreement ("Agreement") is entered into as of January 1, 2005 ("Effective Date") by and between Redacted ("Licensee"), and The Famous Music Publishing Companies, 10635 Santa Monica Blvd, Suite #300, Los Angeles, CA 90025 ("Licensor").

WHEREAS, Licensee owns and operates a service pursuant to which excerpts of musical compositions ("Musical Works") in the form of Ringtones (as below defined) are digitally reproduced on a central computer server or servers, which Ringtones are subsequently transmitted from such servers and downloaded to Covered Devices (as below defined) ("Service"); and

WHEREAS, in order to operate the Service, Licensee seeks licenses to make Server Fixations (as below defined) and reproduce and distribute Ringtones of Musical Works that are owned and/or controlled wholly or partially by Licensor;

NOW, THEREFORE, in consideration of the promises contained in this Agreement and for other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Licensing

1.1 Pursuant to the terms of this Agreement, and as more particularly described herein, upon receipt of appropriate license requests ("License Requests") from Licensee, Licensor shall issue non-exclusive licenses ("Licenses") to reproduce and distribute Ringtones of Musical Works wholly or partially owned and/or controlled by Licensor (the "Compositions") for use on Licensee's Service in accordance with the terms of this Agreement. The license authority contemplated hereunder and granted pursuant to any License issued hereunder shall include and is limited to: (a) the digital reproduction of Ringtones of Compositions on a central computer server or servers directly owned and/or directly controlled by Licensee and located in the United States (including its territories and possessions and the Commonwealth of Puerto Rico [collectively, the "United States")] ("Servers"), solely for use in connection with the Service ("Server Fixations"); (b) the digital transmission of Ringtones of Compositions from such Servers for streaming or storage on Covered Devices, solely for use in connection with the Service in the territory of the United States only; (c) the reproduction of Ringtones of Compositions on Covered Devices, solely for use in connection with the Service in the United States only ("Ringtone Deliveries"); and (d) the offering of Promotional Ringtones (as below defined) of Compositions, solely for use in connection with the Service.

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For purposes of this Agreement:

A "Ringtone" is an excerpt, not to exceed forty five (:45) seconds, of a Composition that is embodied in either (i) a digital file containing codes representing and capable of being rendered into audio and played back as musical notes constituting the work's melody in either monophonic or polyphonic form ("Phonic Ringtone"), or (ii) a digital file representing an excerpt of no more than forty five (:45) seconds of a sound recording of the Composition ("Pre-Recorded Ringtone"). In both cases, such excerpt is generally intended to be digitally transmitted to and stored in an end user's Covered Device and played by such intended destination Covered Device whenever the Covered Device activates its ringing or alert function indicating the arrival of a call, message or other notification (but no advertisements) received by the Covered Device, and is designed to be played by such Covered Device without any other distribution or transmission. Notwithstanding the foregoing, if the Composition excerpt is intended to be streamed and heard by a caller after such caller dials the end user's Covered Device, indicating to the caller that the end user's Covered Device is receiving their call, such audio-only excerpt may be referred to hereunder as a "Ringback." Unless otherwise specifically provided for herein, all terms and conditions hereunder which apply to Ringtones shall also apply to Ringbacks.

A "Covered Device" shall mean a mobile telephone, pager or other portable communications device with a telephonic or messaging function that operates on a wireless communications network regulated by the U.S. Federal Communications Commission pursuant to its rules governing commercial mobile radio services.

A "Promotional Ringtone" shall mean a digital transmission of a Ringtone in streamed form made available to a prospective purchaser free of charge and solely for the purpose of promoting the sale of the Ringtone, and that does not result in a reproduction of any part or all of the Ringtone that is accessible except by such prospective purchaser for an intended one-time promotional playback through the operation of a Covered Device or other device.

"Audiovisual" shall mean synchronized with a visual image (including graphics and/or any other type of imagery) when activated (as described above) on a Covered Device. Notwithstanding the foregoing, if a Covered Device lights up or vibrates in order to notify the consumer of an incoming call, such activity shall not constitute synchronization.

Any arrangements (including any remixes) which Licensee shall cause to be made of the Compositions shall be made at Licensee's own expense and shall be created only as the result of employment-for-hire, and such arrangements shall be considered "works made for hire" as such term is used in the United States Copyright Law, and all copyrights therein and all renewals, extensions and reversions thereof throughout the world shall be owned by Licensor,

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subject to Licensee's use under this agreement. Arrangers shall not be entitled to authorship credit or status as a collaborator or any remuneration by way of royalty or otherwise from the authors of such Composition or from Licensor or any other designated agents of Licensor or from any society representing composer/publisher interests. This license does not authorize the creation of any recordings which deliberately imitate the featured and commercially exploited vocal performance by an artist of a Composition.

Licensee shall have the right to use up to thirty seconds (:30) of each Composition in a "streamed" digital audio transmission from Licensee's website for the sole purpose of providing consumers with Ringtone samples.

Nothing in this License shall be interpreted or construed in any manner to suggest that Licensee is being granted a license to use sound recordings embodying Compositions. All sound recordings must be cleared prior to any uses of such Compositions (if the sound recordings are owned and/or controlled by third parties).

1.2 All Licenses are subject to prior approval of Licensor. Licensee shall remove a Composition from all of Licensee's servers (and from any other location which allows access to such Composition) within seventy two (72) hours from Licensee's receipt of Licensor's written notice requesting such removal, if such request is due to any type of legal issue relating to the Composition, or a request from the composer (or representative of a composer), owner and/or co-publisher of a Composition.

1.3 Following execution of this Agreement, Licensee may begin submitting License Requests to Licensor (to the attention of Mary Beth Roberts, VP Catalog Development, The Famous Music Publishing Companies, 1633 Broadway, 11th Floor, NY NY 10019, or via email to mary_beth_roberts@paramount.com), which License Requests shall be duly processed by Licensor. Without limitation, Licensee shall include in each License Request (a) the title of the Composition for which a License is being requested; (b) the writer(s) of the Composition; (c) the publisher(s) of the Composition; and (d) whether the Ringtone is a Phonic Ringtone and/or a Pre-Recorded Ringtone and/or a Ringback, (e) the name of the record company that produced the sound recording embodied in a Pre-Recorded Ringtone; (f) the name of the artist; (g) the ISRC number for such sound recording; (h) the total playing time of the Ringtone; (i) the title of an album for which such sound recording has been previously licensed; (j) whether the ringtone is audio-only or audiovisual; and (k) such other information as may be required by Licensor.

1.4 Upon Licensee's request, Licensor shall provide Licensee with an electronic file specifying the Licenses issued under this Agreement (each such report a "Confirmation Report"). To aid Licensee in the calculation of royalties, with

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respect to each License, such Confirmation Report shall include, *inter alia*, Licensor's total administrative percentage share of each Composition.

1.5 For the avoidance of doubt, and without limitation, the Licenses granted hereunder do not extend to or cover: (a) any right of public performance (Licensee must obtain the necessary performing rights licenses either from Licensor's duly authorized performing rights societies or Licensor); (b) any copyrights or other rights in sound recordings and/or visual images; (c) any print, display or karaoke rights; (d) any adaptation (derivative work) rights; (e) any merchandising rights; (f) any use of a Composition (whether or not embodied in a sound recording) for a marketing campaign, product tie-in, game or contest or otherwise to advertise, promote or cross-promote any product or service; (g) any use of the title of a Composition, or the name or likeness of any writer, publisher or artist associated with a Composition, except for identification purposes as described in Section 4; (h) use of soundalike vocals or creation of new lyrics for the Composition(s); or (i) any other use of a Composition not specifically and expressly provided for herein. No Composition shall be used in any manner which could be considered in bad taste or in an offensive manner. Licensee shall not use the Compositions in any manner which brings Licensor, any of the composers of the Compositions, or any co-publisher into public disrepute or which reflects adversely on the Compositions. Compositions shall not be isolated or positioned in any way which can be construed as advertising or promoting any product or service (including Licensee). **The license authority under any License issued hereunder is limited to and granted solely with respect to Licensor's administrative share of the Compositions (ie, if Licensor does not administer 100% of a Composition, Licensee must seek and obtain a license from all other third parties who have an interest in such Composition prior to any use of such Composition by Licensee).**

1.6 The license authority contemplated by this Agreement and granted pursuant to any License issued hereunder is limited to Licensee and may not be sublicensed, assigned or otherwise transferred by Licensee except to the extent expressly permitted hereunder.

1.7 It is a condition of the grant of this License that no Composition is positioned or used in conjunction with any visuals and/or property from any motion picture, television series or other production in which such Composition was used as a cue and/or soundtrack composition (or with any images substantially similar to such production or which uses or portrays any of the principal characters or key locations of that production) without further negotiation and license from the owner(s) (or licensor(s)) of the applicable production or property.

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2. **Reporting and Payment of Royalties**

2.1 Licensee shall pay to Licensor an advance of Redacted to be recoupable against royalties (but not Initial Server Fixation fees) described hereunder. Such advance is due no later than **March 31, 2005.**

2.2 Licensee shall account and pay royalties to Licensor quarterly, within forty-five (45) days after the end of each calendar quarter, on the basis of (a) the initial server fixation of each audio-only Phonic Ringtone, Audiovisual Phonic Ringtone, audio-only Pre-Recorded Ringtone, Audiovisual Pre-Recorded Ringtone, audio-only Ringback and/or Audiovisual Ringback of a Composition made on any Server (see paragraph 2.3 for more detail) ("Initial Server Fixation"); and (b) each Ringtone delivery in the form of an audio-only Phonic Ringtone ("audio-only Phonic Ringtone Delivery"), Audiovisual Phonic Ringtone ("Audiovisual Phonic Ringtone), audio-only Pre-Recorded Ringtone ("audio-only Pre-Recorded Ringtone Delivery"), Audiovisual Pre-Recorded Ringtone ("Audiovisual Pre-Recorded Ringtone Delivery") and/or Ringback ("Ringback Delivery"). Licensee shall provide Licensor with detailed quarterly statements ("Statements") in electronic or written form in accordance with the format specified by Licensor ("Reporting Format"), whether or not any monies are due to Licensor. With respect to each quarterly reporting period, for each License, Licensee shall specifiy in its Statement (i) the Initial Server Fixation fee (if one is due) for each new Composition added to Licensee's schedule; (ii) the total number of Phonic Ringtone Deliveries and/or total number of Pre-Recorded Ringtone Deliveries (with Ringbacks reported separately from other Ringtones) for each Composition; (iii) the particular retail outlet through which each Ringtone Delivery was made; (iv) the total royalty amount being paid for Initial Server Fixations; (v) the total royalty amount being paid for the Phonic Ringtone Deliveries and/or Pre-Recorded Ringtone Deliveries; and (vi) such other information as may be required by Licensor from time to time. Any royalty computations based upon a percentage of gross revenues generated from Licensee's website (pursuant to paragraph 2.4 below) shall also be reported to Licensor on a quarterly basis. Without limiting Licensor's rights and remedies hereunder, at law or in equity, (i) past-due payments are subject to and to be accompanied by payment of interest thereon at the prime rate found in the Wall Street Journal on the due date plus two percent (2%), compounded daily, from the date(s) upon which each such payment(s) first became due until the date(s) upon which each such payment(s) is remitted to Licensor.

Redacted

Statements/Accountings/Payments shall be made to:

Famous Music Corporation

10635 Santa Monica Blvd., Suite $300

Los Angeles, CA 90025

Attn: Sr. VP, Finance

Fed ID # 13-0692800

2.3 INITIAL SERVER FIXATION: For each Initial Server Fixation, the fixation fee (non-recoupable) shall be:

(a) Redacted per each version of a Composition for audio-only Ringtones (for example, if both a Phonic and a Pre-Recorded version of a Composition are found on Licensee's server, Licensee shall remit a Initial Server Fixation fee);

(b) Redacted per each version of a Composition for Audiovisual Ringtones (for example, if both a Phonic and a Pre-Recorded Audiovisual version of a Composition are found on Licensee's server, Licensee shall remit a Initial Server Fixation fee); and

(c) Redacted per each version of a Composition for Ringback use (for example, if both a Phonic Ringtone and a Pre-Recorded Ringback version of a Composition are found on Licensee's server, Licensee shall remit a Initial Server Fixation fee);

provided, however, that these amounts shall be proportionately reduced to the extent that Licensor own(s) or control(s) less than 100% of the Composition.

2.4 ROYALTIES:

(a) For each audio-only Phonic Ringtone Delivery or Ringback Delivery of a Composition, the royalty shall be the greater of (i) Redacted U.S.); (ii) Redacted, or (iii) Redacted (prorated among all publishers) from Licensee's website.

(b) For each audio-only Pre-Recorded Ringtone Delivery or Ringback Delivery of a Composition, the royalty shall be the greater of (i) Redacted; (ii) Redacted to consumers; or (iii) Redacted (prorated among all publishers) from Licensee's website.

Redacted

(c) For each Audiovisual Phonic Ringtone Delivery of a Composition, the royalty shall be the greater of (i) Redacted); (ii) Redacted or (iii) REDACTED (prorated among all publishers) from Licensee's website.

(d) For each Audiovisual Pre-Recorded Ringtone Delivery of a Composition, the royalty shall be the greater of (i) Redacted ; (ii) Redacted ; or (iii) Redacted (prorated among all publishers) from Licensee's website.

Gross revenues include payment of any kind received by Licensee from advertising found on the Ringtone portion of Licensee's website. These per-Composition royalty amounts shall be proportionately reduced to the extent that Licensor own(s) or control(s) less than 100% of a Composition.

2.5 If pursuant to any future law, other governmental regulation or judicial decision Ringtone Deliveries are determined to be digital downloads subject to statutory digital download rates and such statutory digital download rates are higher than the royalty rates found herein, the statutory digital download rates will apply to this License on the effective statutory rate date, if such effective date falls during the Term.

2.6 In the event that a third party (1) music publisher; (2) master recording owner; (3) audiovisual/graphics content provider; and/or (4) non-musical ringtone provider agree with Licensee to any terms (including terms with respect to compensation or consideration) more favorable than those applicable hereunder, then effective as of the date of such third party agreement, this license shall be deemed amended to include such more favorable terms. Upon request, Licensee shall provide Licensor with either copies of the third party agreements or the relevant royalty provisions thereof.

3. Term

3.1 The term of this Agreement shall commence as of the Effective Date and terminate three (3) years from the Effective Date (the "Term").

3.2 Upon expiration of the Term, if Licensee wishes to renew this Agreement for an additional one (1) year term, it shall notify Licensor of such desire not later than a date three (3) months prior to the end of the Term. Such notification shall include proposed terms for any such renewal. Any renewal shall be subject to the approval of Licensor, and Licensor reserves the right to propose changes to administrative and other aspects of the Agreement as it deems appropriate. Proposed changes must be approved in writing by Licensor.

Redacted

3.3 Notwithstanding any of the foregoing, Licensor shall have the right for any reason whatsoever to automatically terminate this License no earlier than two (2) years from the Effective Date, but only upon thirty (30) days written notice to Licensee.

4. **Writer/Publisher Credit**

Licensee shall, to the extent commercially reasonable, include in any graphics and/or imagery displayed in connection with the play of any Audiovisual Ringtone of a Composition written credit in legible form setting forth the names of the Licensor's writer(s) and publisher(s) of such Composition. Additionally, Licensor's writer(s) and publisher(s) of each Composition offered by Licensee as a Ringtone must be displayed on Licensee's website. Inadvertent failure by Licensee to post such notice shall not be considered a breach of this license if Licensee cures such failure within ten (10) business days of receipt of written notice from Licensor.

5. **Security**

5.1 In connection with the use of any Composition, Licensee shall implement and maintain copy protection and digital rights management technology and systems, including software and/or hardware functional limitations (collectively, "Security Systems") with respect to all aspects of the Service, including without limitation its Servers and operating systems, that (a) are designed to prevent unauthorized reproduction and distribution of the Composition, in the form of Ringtones or otherwise; (b) are sufficient to track and enforce the use limitations contemplated by this Agreement; and (c) meet or exceed current industry standards as they exist from time to time for the licensed delivery of music via digital transmission and its reproduction on devices including, without limitation, Covered Devices.

5.2 In the event it becomes aware of a breach of Licensee's Security Systems ("Security Breach"), whether through its own monitoring efforts, upon being advised by another party (including Licensor) or otherwise, Licensee shall use its best efforts to resolve the Security Breach and restore the full integrity of its Security Systems as quickly as possible. If a solution to the Security Breach is not immediately available (i.e., cannot be implemented within twenty-four (24) hours from the time Licensee becomes aware of the Security Breach), Licensee shall (a) promptly notify Licensor of the Security Breach in writing (unless Licensee learned of the breach from Licensor); and (b) cease all further digital transmission and/or reproduction of Compositions to the extent such activities are or could possibly be affected by the Security Breach, pending full resolution of the Security Breach. In such a case, Licensee (x) shall keep Licensor reasonably apprised of the status of its efforts to resolve the Security Breach; and (y) shall not resume the activities that were

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suspended pursuant to this Subsection 5.2 until the full integrity of its Security Systems has been restored.

5.3 To the extent Licensee employs third-party technology in order to operate, Licensee shall use its best efforts to maintain and upgrade such technology by (a) diligently monitoring any third-party notifications of bug-fixes, security holes and functionality improvements; and (b) obtaining any available upgrades and bug-fixes, and installing, testing and distributing such upgrades and bug-fixes as necessary so as to maintain the integrity of its Security Systems.

5.4 Licensee shall use its best efforts to prevent any unauthorized digital transmissions and reproductions of Compositions by operators and users of the Service and/or in any facility, on any device (including Covered Devices), or by any person under the supervision and/or control of Licensee.

6. **Royalty and Security Compliance**

6.1 Notwithstanding, without limiting and in addition to the general right of Licensor pursuant to industry custom and practice to examine the books and records of Licensee in connection with Licensee's use of the Compositions, Licensor shall be entitled, upon thirty (30) days' notice to Licensee, to conduct an examination of the books, records, operations and Security Systems of Licensee ("Royalty and Security Examination") to determine whether Licensee is in compliance with its reporting, royalty and security obligations under this Agreement. Absent a good-faith basis to believe that Licensee is not in compliance with such obligations, Licensor shall not seek to initiate a Royalty and Security Examination more than once every twelve (12) months or more than six (6) years following the termination of this Agreement.

6.2 During the course of a Royalty and Security Examination, upon request by Licensor or an examiner acting on its behalf, Licensee shall, within three (3) business days (a) provide access to any information that may be called for by such request, including without limitation any (i) books, records, files, logs, reports, compilations, usage data and other documentation, whether in paper or electronic form, that were or could be used or required to generate or verify Licensee's Statements and/or that reflect or summarize Licensees' Statements and/or that verify that all provisions of this license are being complied with by Licensee; (ii) financial information, including books, records, ledgers, reports, and other documentation, reflecting cash receipts and general revenue accounts to the extent such information relates directly or indirectly to the activities licensed under this Agreement; and (iii) files, logs, reports, compilations, testing and monitoring data and other documentation related to and/or reflecting the operation and integrity of Licensee's Security Systems

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(such information, along with the information described in the items (a)(i) and (a)(ii) of this Subsection 6.2, collectively referred to as "Documentation"); and (b) through the assistance of personnel who are familiar with the technical and operational aspects of Licensee's computer, hardware, software, Security Systems (collectively, "Operational Systems") who are to be made available by Licensee, provide real-time and/or historical access to such Operational Systems, as requested, sufficient to permit Licensor or its examiner(s) to conduct meaningful tests and analysis to verify that (i) the Operational Systems are properly and accurately tracking and reporting the use of the Compositions, and royalties payable therefor, as contemplated by the terms of this Agreement; and (ii) the Operational Systems are in compliance with the security requirements set forth in Section 5 of this Agreement. Licensee shall provide the information, systems access and personnel required by this Subsection 6.2 free of charge and, unless otherwise agreed by Licensor or its examiner(s), at Licensee's place of business.

6.3 During the course of and/or following completion of the Royalty and Security Examination, upon request by Licensor or an examiner acting on its behalf, Licensee shall make available company personnel at an appropriate level of seniority and/or technical ability to discuss and/or resolve particular issues and findings arising out of such examination.

6.4 Licensee shall maintain any and all Documentation that reasonably might be expected to be relevant to Licensor's conduct of a Royalty and Security Examination for a period of at least six (6) years following the expiration or termination of this Agreement, unless there is a Royalty and Security Examination in progress or not fully resolved as of the expiration of such period, in which case the Documentation shall be maintained until the Royalty and Security Examination is fully resolved to the satisfaction of Licensor.

6.5 If a royalty examination reveals a nonpayment or underpayment of royalties due to Licensor, the amounts determined to be owing shall be subject to interest payable at the rate of prime plus two percent (2%) compounded daily calculated from the date the royalties were due to be paid under the applicable reporting period to the date of ultimate payment to Licensor.

7. Termination/Default

7.1 All license authority pursuant to Licenses issued hereunder shall terminate upon the expiration or termination of this Agreement (unless such Licenses are renewed pursuant to a renewal of this Agreement as contemplated under Section 3, in which case the terms of renewal shall apply as appropriate), and any further transmission and/or reproduction of any Composition after the expiration of this Agreement shall be prohibited and actionable as an act of infringement under, and fully subject to the remedies provided by, the Copyright Act. Notwithstanding the foregoing, provided that the Agreement

Redacted

has not been terminated due to Licensee's breach or default, any Server Fixations existing on Servers and/or Ringtone Deliveries existing on Covered Devices as of the expiration of the Agreement may remain on such Servers and Covered Devices; provided, however, that such existing Server Fixations (in addition to the Ringtone Deliveries) may not be further reproduced or distributed after the expiration of the Agreement.

7.2 Notwithstanding, without limiting and in addition to any other remedy that may be available at law or in equity and/or under this Agreement, Licensee understands and agrees that: (a) in the event Licensee fails to account to Licensor and pay royalties provided for in Section 2, Licensor may provide written notice to Licensee in the same manner as provided in Section 115(c)(6) of the Copyright Act that, unless the default is fully remedied within thirty (30) days from the date of the notice, this Agreement and any Licenses issued hereunder will be automatically terminated, and that such termination will render the transmission and/or reproduction or both, of any Composition for which royalties have not been fully paid actionable as an act of infringement under Section 501 of the Copyright Act, and fully subject to the remedies provided by Sections 502 through 506 and 509 the Copyright Act; (b) in the event Licensee is in material breach or default of any of its obligations under this Agreement, Licensor may provide written notice to Licensee in the same manner as provided by Section 115(c)(6) of the Copyright Act that, unless the default is fully remedied within thirty (30) days from the date of the notice, this Agreement and any Licenses issued hereunder will be automatically terminated, and that such termination will render the further transmission and/or reproduction, or both, of any Composition actionable as an act of infringement under Section 501 of the Copyright Act, and fully subject to the remedies provided by Sections 502 through 506 and 509 of the Copyright Act. Licensee further understands and agrees that in the case of infringement, irreparable harm may be presumed, and Licensor shall be entitled as appropriate to injunctive relief, in addition to any other remedy that may be available at law or in equity and/or under this Agreement. For the avoidance of doubt, and without limitation, Licensee's breach of any of the obligations imposed by Sections 2, 5 and 6 of this Agreement shall be considered a material breach of, and default under, this Agreement.

7.3 Except to the extent expressly excused by applicable law, the occurrence of any of the following events shall also be considered a material breach of and default under this Agreement: (a) Licensee's dissolution and/or the liquidation of all of Licensee's assets; (b) the filing of a petition in bankruptcy or insolvency or for an arrangement or reorganization by, for or against Licensee; (c) the appointment of a receiver or trustee for all or a portion of Licensee's assets; (d) Licensee's assignment of assets for the benefit of creditors; (e) Licensee's insolvency; (f) Licensee's lack of a legally valid license, at any time during the Term, for any Musical Works wholly or partially owned or administered by Licensor that are being exploited by Licensee in any manner. Upon the occurrence of any of the events described

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in items (a) through (f) of this Subsection 7.3, notwithstanding, without limiting and in addition to any other remedy that may be available at law or in equity and/or under this Agreement, this Agreement and all license authority pursuant to any Licenses granted hereunder shall terminate automatically without the requirement of any further action on the part of Licensor.

7.4 Notwithstanding, without limiting and in addition to any other remedy that may be available at law or in equity and/or under this Agreement, including without limitation the remedies set forth in Subsection 7.2, the breach of any of the provisions set forth in Section 5 shall entitle Licensor to specific performance of such provision and/or to terminate, effective immediately upon the giving of notice, the license authority pursuant to any License granted hereunder.

7.5 Notwithstanding the expiration or termination of this Agreement, Sections 2, 4, 5 and 6 and Subsections 7.1, 7.4, 7.6, 8.2, 8.3, 8.4, 8.5, 8.6 and 8.8 shall to the extent applicable survive and continue to bind the parties and their legal representatives and successors.

7.6 With respect to Ringtones, Ringbacks and any other uses for Covered Devices of any portion of any musical composition owned or controlled by Licensor, Licensee acknowledges and agrees that, as to such portions of such musical compositions, no such uses shall be subject to the provisions of Section 115(c)(3) of the Copyright Law of the United States unless or until so provided by any law, other governmental regulation or judicial decision.

8. Miscellaneous

8.1 Notices. All notices hereunder shall be in writing and shall be deemed effective (a) if provided by hand delivery, upon delivery; (b) if provided by overnight courier, one (1) business day following the date sent; and (c) if provided by registered or certified mail, return receipt requested, five (5) business days following the date mailed. Notices shall be sent to the following addresses:

If to Licensor:

To the address set forth above. Attn: Sr. VP, Legal & Business Affairs. Fax: 310/441-9094.

If to Licensee:

To the address set forth above. Attn: _ Redacted _____. Fax: _ Redacted _____.

8.2 Publicity. Neither party shall issue any press release or other publicity document concerning this Agreement without the prior written consent of the other party.

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8.3 Assignment. This Agreement may not be assigned.

8.4 Entire Agreement; Amendment. This Agreement represents the entire understanding of the parties with respect to the subject matter hereof, supersedes all prior and contemporaneous agreements and understandings of the parties with respect to the subject matter hereof, and may not be altered or amended except in a written instrument executed by both parties.

8.5 Governing Law; Jurisdiction. This Agreement shall be governed by, and construed in accordance with, federal law and/or the laws of the State of New York (without giving effect to conflicts of law principles thereof), as may be applicable. With respect to any action or proceeding arising out of this Agreement, the parties (a) agree that the sole and exclusive venue for such action or proceeding shall be in a court of appropriate jurisdiction located in New York County, New York; (2) agree to the appropriateness of, and waive any objection concerning, the propriety and/or convenience of, proceeding in such venue; and (3) consent to the personal jurisdiction of such court.

8.6 Severability; Waiver. If a court should determine that any part of this Agreement is invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect. Performance of any obligation required of a party hereunder may be waived only by a written waiver signed by a duly authorized officer of the other party, which waiver shall be effective only with respect to the specific obligation described therein.

8.7 Headings. The titles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

8.8 Assistance of Counsel. Each party hereto acknowledges that it has been represented by its own independent counsel, who has reviewed this Agreement and discussed the terms herein with his or her respective client prior to execution.

8.9 Counterparts. This Agreement may be executed in multiple counterparts and delivery of an executed counterpart may be made by facsimile, each such counterpart to be considered and accepted as an original, and all such counterparts together to constitute a single Agreement.

8.10 No Partnership. Nothing herein shall create, expressly or implied, a partnership, joint venture or other association between the parties.

8.11 Confidentiality. Licensee and Licensor agree that all information contained in this license and/or acquired in the course of business shall be kept confidential. Such information shall not be disclosed at any time except to the extent required by a court or other tribunal having jurisdiction or pursuant to rules and regulations of a governmental body. Notwithstanding the foregoing, the parties acknowledge that in certain situations, such as where a license contains a favored nations provision, the information contained in the license may have to be divulged.

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8.12 It is a condition of the grant of this license that no Composition is used in conjunction with any visuals of any motion picture, television series or other production in which the Composition was used as a cue and/or soundtrack composition without the written approval from the owner or licensor of the applicable production or property, nor shall any Composition be used with any images substantially similar to such production or which uses or portrays any of the principal characters or key locations of that production without the written approval from such owner or licensor of the applicable production. In the event that Licensee uses or authorizes such use of the production without the written license of the owner or licensor of the production, then Licensor will be permitted to terminate this license upon giving notice to Licensee without repayment or any monies paid under this license or other liability to Licensee. Licensee must provide Licensor with proof of any such written approval promptly upon request.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date:

LICENSEE

By: ___
Print name:
Title:

Redacted

THE FAMOUS MUSIC PUBLISHING COMPANIES

By: _____
Print name:
Title:

Redacted

EXHIBIT CO 0115

#434

EXECUTED COPY

The Famous Music Publishing Companies
RINGTONE LICENSING AGREEMENT

This agreement ("Agreement") is entered into as of January 1, 2005 ("Effective Date") by and between Redacted ("Licensee"), and **The Famous Music Publishing Companies**, 10635 Santa Monica Blvd, Suite #300, Los Angeles, CA 90025 ("Licensor").

WHEREAS, Licensee owns and operates a service pursuant to which excerpts of copyrighted musical compositions ("Musical Works") in the form of Ringtones (as below defined) are digitally reproduced on a central computer server or servers, which Ringtones are subsequently transmitted from such servers and downloaded to Covered Devices (as below defined) ("Service"); and

WHEREAS, in order to operate the Service, Licensee seeks licenses to make Server Fixations (as below defined) and reproduce and distribute Ringtones of Musical Works that are owned and/or controlled wholly or partially by Licensor;

NOW, THEREFORE, in consideration of the promises contained in this Agreement and for other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Licensing

1.1 Pursuant to the terms of this Agreement, and as more particularly described herein, upon receipt of appropriate license requests ("License Requests") from Licensee, Licensor shall issue non-exclusive licenses ("Licenses") to reproduce and distribute Ringtones of Musical Works owned and/or controlled by Licensor (the "Compositions") for use on Licensee's Service in accordance with the terms of this Agreement. The license authority contemplated hereunder and granted pursuant to any License issued hereunder shall include and is limited to: (a) the digital reproduction of Ringtones of Compositions on a central computer server or servers directly owned and/or directly controlled by Licensee and located in the United States (including its territories and possessions and the Commonwealth of Puerto Rico [collectively, the "United States")] ("Servers"), solely for use in connection with the Service ("Server Fixations"); (b) the digital transmission of Ringtones of Compositions from such Servers for streaming or storage on Covered Devices, solely for use in connection with the Service in the territory of the United States only; (c) the reproduction of Ringtones of Compositions on Covered Devices, solely for use in connection with the Service in the United States only ("Ringtone Deliveries"); and (d) the offering of Promotional Ringtones (as below defined) of Compositions, solely for use in connection with the Service.

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Redacted

For purposes of this Agreement:

A "Ringtone" is an excerpt, not to exceed forty five (:45) seconds, of a Composition that is embodied in either (i) a digital file containing codes representing and capable of being rendered into audio and played back as musical notes constituting the work's melody in either monophonic or polyphonic form ("Phonic Ringtone"), or (ii) a digital file representing an excerpt of no more than forty five (:45) seconds of a sound recording of the Composition ("Pre-Recorded Ringtone"). In both cases, such excerpt is generally intended to be digitally transmitted to and stored in an end user's Covered Device and played by such intended destination Covered Device whenever the Covered Device activates its ringing or alert function indicating the arrival of a call, message or other notification (but no advertisements) received by the Covered Device, and is designed to be played by such Covered Device without any other distribution or transmission. Notwithstanding the foregoing, if the Composition excerpt is intended to be streamed and heard by a caller after such caller dials the end user's Covered Device, indicating to the caller that the end user's Covered Device is receiving their call, such audio-only excerpt may be referred to hereunder as a "Ringback." Unless otherwise specifically provided for herein, all terms and conditions hereunder which apply to Ringtones shall also apply to Ringbacks.

A "Covered Device" shall mean a mobile telephone, pager or other portable communications device with a telephonic or messaging function that operates on a wireless communications network regulated by the U.S. Federal Communications Commission pursuant to its rules governing commercial mobile radio services.

A "Promotional Ringtone" shall mean a digital transmission of a Ringtone in streamed form made available to a prospective purchaser free of charge and solely for the purpose of promoting the sale of the Ringtone, and that does not result in a reproduction of any part or all of the Ringtone that is accessible except by such prospective purchaser for an intended one-time promotional playback through the operation of a Covered Device or other device.

"Audiovisual" shall mean synchronized with a visual image (including graphics and/or any other type of imagery) when activated (as described above) on a Covered Device. Notwithstanding the foregoing, if a Covered Device lights up or vibrates in order to notify the consumer of an incoming call, such activity shall not constitute synchronization.

Any arrangements which Licensee shall cause to be made of the Compositions shall be made at Licensee's own expense and shall be created only as the result of employment-for-hire, and such arrangements shall be considered "works made for hire" as such term is used in the United States Copyright Law, and all copyrights therein and all renewals, extensions and reversions thereof throughout the world shall be owned by Licensor, subject to

Licensee's use under this agreement. Arrangers shall not be entitled to authorship credit or status as a collaborator or any remuneration by way of royalty or otherwise from the authors of such Composition or from Licensor or any other designated agents of Licensor or from any society representing composer/publisher interests. This license does not authorize the creation of any recordings which deliberately imitate the featured and commercially exploited vocal performance by an artist of a Composition.

Licensee shall have the right to use up to thirty seconds (:30) of each Composition in a "streamed" digital audio transmission from Licensee's website for the sole purpose of providing consumers with Ringtone samples.

Nothing in this License shall be interpreted or construed in any manner to suggest that Licensee is being granted a license to use sound recordings embodying Compositions. All sound recordings must be cleared prior to any uses of such Compositions (if the sound recordings are owned and/or controlled by third parties). Licensee shall not distribute any "master tone" that embodies any portion of a Composition unless Licensee also obtains the rights to the underlying Composition directly from Licensor, or unless the party providing Licensee with a license to such master tone has a direct agreement with Licensor giving such party the undisputed right to grant to Licensee the rights required to exploit such master tone together with the rights to the underlying Composition.

1.2 All Licenses are subject to prior approval of Licensor. Licensee shall remove a Composition from all of Licensee's servers (and from any other location which allows access to such Composition) within seventy two (72) hours from Licensee's receipt of Licensor's written notice requesting such removal, if such request is due to any type of legal issue relating to the Composition, or a request from the composer (or representative of a composer), owner and/or co-publisher of a Composition.

1.3 Following execution of this Agreement, Licensee may begin submitting License Requests to Licensor (to the attention of Mary Beth Roberts, VP Catalog Development, The Famous Music Publishing Companies, 1633 Broadway, 11th Floor, NY NY 10019, or via email to mary_beth_roberts@paramount.com), which License Requests shall be duly processed by Licensor. Without limitation, Licensee shall include in each License Request (a) the title of the Composition for which a License is being requested; (b) the writer(s) of the Composition; (c) the publisher(s) of the Composition; and (d) whether the Ringtone is a Phonic Ringtone and/or a Pre-Recorded Ringtone and/or a Ringback, (e) the name of the record company that produced the sound recording embodied in a Pre-Recorded Ringtone; (f) the name of the artist; (g) the ISRC number for such sound recording; (h) the total playing time of the Ringtone; (i) the title of an album for which such sound recording has been previously licensed; (j) whether the ringtone is

audio-only or audiovisual; and (k) such other information as may be required by Licensor.

1.4 Upon Licensee's request, Licensor shall provide Licensee with an electronic file specifying the Licenses issued under this Agreement (each such report a "Confirmation Report"). To aid Licensee in the calculation of royalties, with respect to each License, such Confirmation Report shall include, *inter alia*, Licensor's total administrative percentage share of each Composition.

1.5 For the avoidance of doubt, and without limitation, the Licenses granted hereunder do not extend to or cover: (a) any right of public performance (Licensee must obtain the necessary performing rights licenses either from Licensor's duly authorized performing rights societies or Licensor); (b) any copyrights or other rights in sound recordings and/or visual images; (c) any print, display or karaoke rights; (d) any adaptation (derivative work) rights; (e) any merchandising rights; (f) any use of a Composition (whether or not embodied in a sound recording) for a marketing campaign, product tie-in, game or contest or otherwise to advertise, promote or cross-promote any product or service; (g) any use of the title of a Composition, or the name or likeness of any writer, publisher or artist associated with a Composition, except for identification purposes as described in Section 4; (h) use of the lyrics of the Compositions in conjunction with Phonic Ringtones; or (i) any other use of a Composition not specifically and expressly provided for herein. No Composition shall be used in any manner which could be considered in bad taste or in an offensive manner. Licensee shall not use the Compositions in any manner which brings Licensor, any of the composers of the Compositions, or any co-publisher into public disrepute or which reflects adversely on the Compositions. Compositions shall not be isolated or positioned in any way which can be construed as advertising or promoting any product or service (including Licensee). **The license authority under any License issued hereunder is limited to and granted solely with respect to Licensor's administrative share of the Compositions (ie, if Licensor does not administer 100% of a Composition, Licensee must seek and obtain a license from all other third parties who have an interest in such Composition prior to any use of such Composition by Licensee).**

1.6 The license authority contemplated by this Agreement and granted pursuant to any License issued hereunder is limited to Licensee and may not be sublicensed, assigned or otherwise transferred by Licensee except to the extent expressly permitted hereunder.

1.7 It is a condition of the grant of this License that no Composition is positioned or used in conjunction with any visuals and/or property from any motion picture, television series or other production in which such Composition was used as a cue and/or soundtrack composition (or with any images substantially similar to such production or which uses or portrays any of the principal characters or key locations of that production) without further negotiation and

license from the owner(s) (or licensor(s)) of the applicable production or property.

2. **Reporting and Payment of Royalties**

2.1 Licensee shall pay to Licensor an advance of Redacted to be recoupable against royalties (but not Initial Server Fixation fees) described hereunder.

2.2 Licensee shall account and pay royalties to Licensor quarterly, within forty-five (45) days after the end of each calendar quarter, on the basis of (a) the initial server fixation of each audio-only Phonic Ringtone, Audiovisual Phonic Ringtone, audio-only Pre-Recorded Ringtone, Audiovisual Pre-Recorded Ringtone, audio-only Ringback and/or Audiovisual Ringback of a Composition made on any Server (see paragraph 2.3 for more detail) ("Initial Server Fixation"); and (b) each Ringtone delivery in the form of an audio-only Phonic Ringtone ("audio-only Phonic Ringtone Delivery"), Audiovisual Phonic Ringtone ("Audiovisual Phonic Ringtone), audio-only Pre-Recorded Ringtone ("audio-only Pre-Recorded Ringtone Delivery"), Audiovisual Pre-Recorded Ringtone ("Audiovisual Pre-Recorded Ringtone Delivery") and/or Ringback ("Ringback Delivery"). Licensee shall provide Licensor with detailed quarterly statements ("Statements") in electronic or written form in accordance with the format specified by Licensor ("Reporting Format"), whether or not any monies are due to Licensor. With respect to each quarterly reporting period, for each License, Licensee shall specifiy in its Statement (i) the Initial Server Fixation fee (if one is due) for each new Composition added to Licensee's schedule; (ii) the total number of Phonic Ringtone Deliveries and/or total number of Pre-Recorded Ringtone Deliveries (with Ringbacks reported separately from other Ringtones) for each Composition; (iii) the particular retail outlet through which each Ringtone Delivery was made; (iv) the total royalty amount being paid for Initial Server Fixations; (v) the total royalty amount being paid for the Phonic Ringtone Deliveries and/or Pre-Recorded Ringtone Deliveries; and (vi) such other information as may be required by Licensor from time to time. Any royalty computations based upon a percentage of gross revenues generated from Licensee's website (pursuant to paragraph 2.4 below) shall also be reported to Licensor on a quarterly basis. Without limiting Licensor's rights and remedies hereunder, at law or in equity, (i) past-due payments are subject to and to be accompanied by payment of interest thereon at the prime rate found in the Wall Street Journal on the due date plus two percent (2%), compounded daily, from the date(s) upon which each such payment(s) first became due until the date(s) upon which each such payment(s) is remitted to Licensor.

Statements/Accountings/Payments shall be made to:

Famous Music Corporation

10635 Santa Monica Blvd., Suite #300

Los Angeles, CA 90025

Attn: Sr. VP, Finance

Fed ID # 13-0692800

2.3 INITIAL SERVER FIXATION: For each Initial Server Fixation, the fixation fee (non-recoupable) shall be:

(a) Redacted per each version of a Composition for audio-only Ringtones (for example, if both a Phonic and a Pre-Recorded version of a Composition are found on Licensee's server, Licensee shall remit a Redacted Initial Server Fixation fee);

(b) Redacted per each version of a Composition for Audiovisual Ringtones (for example, if both a Phonic and a Pre-Recorded Audiovisual version of a Composition are found on Licensee's server, Licensee shall remit a Redacted Initial Server Fixation fee); and

(c) Redacted per each version of a Composition for Ringback use (for example, if both a Phonic Ringtone and a Pre-Recorded Ringback version of a Composition are found on Licensee's server, Licensee shall remit a Redacted Initial Server Fixation fee);

provided, however, that these amounts shall be proportionately reduced to the extent that Licensor own(s) or control(s) less than 100% of the Composition.

2.4 ROYALTIES:

(a) For each audio-only Phonic Ringtone Delivery or Ringback Delivery of a Composition, the royalty shall be the greater of Redacted of the retail Ringtone selling price to consumers; or Redacted of the gross revenues generated (prorated among all publishers) from Licensee's website.

(b) For each audio-only Pre-Recorded Ringtone Delivery or Ringback Delivery of a Composition, the royalty shall be the greater of Redacted of the retail Ringtone selling price to consumers; or Redacted of the gross revenues generated (prorated among all publishers) from Licensee's website.

(c) For each Audiovisual Phonic Ringtone Delivery of a Composition, the royalty shall be the greater of Redacted of the retail Ringtone selling price to consumers; or Redacted of the gross revenues generated (prorated among all publishers) from Licensee's website.

(d) For each Audiovisual Pre-Recorded Ringtone Delivery of a Composition, the royalty shall be the greater of Redacted Redacted of the retail Ringtone selling price to consumers; or Redacted of the gross revenues generated (prorated among all publishers) from Licensee's website.

Gross revenues include payment of any kind received by Licensee from advertising found on the Ringtone portion of Licensee's website. These per-Composition royalty amounts shall be proportionately reduced to the extent that Licensor own(s) or control(s) less than 100% of a Composition.

2.5 If pursuant to any future law, other governmental regulation or judicial decision Ringtone Deliveries are determined to be digital downloads subject to statutory digital download rates and such statutory digital download rates are higher than the royalty rates found herein, the statutory digital download rates will apply to this License on the effective statutory rate date, if such effective date falls during the Term.

2.6 In the event that a third party (1) music publisher; (2) master recording owner; (3) audiovisual/graphics content provider; and/or (4) non-musical ringtone provider agree with Licensee to any terms (including terms with respect to compensation or consideration) more favorable than those applicable hereunder, then effective as of the date of such third party agreement, this license shall be deemed amended to include such more favorable terms. Upon request, Licensee shall provide Licensor with either copies of the third party agreements or the relevant royalty provisions thereof.

3. Term

3.1 The term of this Agreement shall commence as of the Effective Date and terminate three (3) years from the Effective Date (the "Term").

3.2 Upon expiration of the Term, if Licensee wishes to renew this Agreement for an additional one (1) year term, it shall notify Licensor of such desire not later than a date three (3) months prior to the end of the Term. Such notification shall include proposed terms for any such renewal. Any renewal shall be subject to the approval of Licensor, and Licensor reserves the right to propose changes to administrative and other aspects of the Agreement as it deems appropriate. Proposed changes must be approved in writing by Licensor.

3.3 Notwithstanding any of the foregoing, Licensor shall have the right for any reason whatsoever to automatically terminate this License no earlier than two (2) years from the Effective Date, but only upon thirty (30) days written notice to Licensee.

4. **Writer/Publisher Credit**

Licensee shall, to the extent commercially reasonable, include in any graphics and/or imagery displayed in connection with the play of any Audiovisual Ringtone of a Composition written credit in legible form setting forth the names of the Licensor's writer(s) and publisher(s) of such Composition. Additionally, Licensor's writer(s) and publisher(s) of each Composition offered by Licensee as a Ringtone must be displayed on Licensee's website. Inadvertent failure by Licensee to post such notice shall not be considered a breach of this license if Licensee cures such failure within ten (10) business days of receipt of written notice from Licensor.

5. **Security**

5.1 In connection with the use of any Composition, Licensee shall implement and maintain copy protection and digital rights management technology and systems, including software and/or hardware functional limitations (collectively, "Security Systems") with respect to all aspects of the Service, including without limitation its Servers and operating systems, that (a) are designed to prevent unauthorized reproduction and distribution of the Composition, in the form of Ringtones or otherwise; (b) are sufficient to track and enforce the use limitations contemplated by this Agreement; and (c) meet or exceed current industry standards as they exist from time to time for the licensed delivery of music via digital transmission and its reproduction on devices including, without limitation, Covered Devices.

5.2 In the event it becomes aware of a breach of Licensee's Security Systems ("Security Breach"), whether through its own monitoring efforts, upon being advised by another party (including Licensor) or otherwise, Licensee shall use its best efforts to resolve the Security Breach and restore the full integrity of its Security Systems as quickly as possible. If a solution to the Security Breach is not immediately available (i.e., cannot be implemented within twenty-four (24) hours from the time Licensee becomes aware of the Security Breach), Licensee shall (a) promptly notify Licensor of the Security Breach in writing (unless Licensee learned of the breach from Licensor); and (b) cease all further digital transmission and/or reproduction of Compositions to the extent such activities are or could possibly be affected by the Security Breach, pending full resolution of the Security Breach. In such a case, Licensee (x) shall keep Licensor reasonably apprised of the status of its efforts to resolve the Security Breach; and (y) shall not resume the activities that were suspended pursuant to this Subsection 5.2 until the full integrity of its Security Systems has been restored.

5.3 To the extent Licensee employs third-party technology in order to operate, Licensee shall use its best efforts to maintain and upgrade such technology by

(a) diligently monitoring any third-party notifications of bug-fixes, security holes and functionality improvements; and (b) obtaining any available upgrades and bug-fixes, and installing, testing and distributing such upgrades and bug-fixes as necessary so as to maintain the integrity of its Security Systems.

5.4 Licensee shall use its best efforts to prevent any unauthorized digital transmissions and reproductions of Compositions by operators and users of the Service and/or in any facility, on any device (including Covered Devices), or by any person under the supervision and/or control of Licensee.

6. Royalty and Security Compliance

6.1 Notwithstanding, without limiting and in addition to the general right of Licensor pursuant to industry custom and practice to examine the books and records of Licensee in connection with Licensee's use of the Compositions, Licensor shall be entitled, upon thirty (30) days' notice to Licensee, to conduct an examination of the books, records, operations and Security Systems of Licensee ("Royalty and Security Examination") to determine whether Licensee is in compliance with its reporting, royalty and security obligations under this Agreement. Absent a good-faith basis to believe that Licensee is not in compliance with such obligations, Licensor shall not seek to initiate a Royalty and Security Examination more than once every twelve (12) months or more than six (6) years following the termination of this Agreement. Licensor shall also have the right to compel Licensee to audit any sub-licensees, and shall have access to any auditing information obtained by Licensee with respect to Licensor's Compositions.

6.2 During the course of a Royalty and Security Examination, upon request by Licensor or an examiner acting on its behalf, Licensee shall, within three (3) business days (a) provide access to any information that may be called for by such request, including without limitation any (i) books, records, files, logs, reports, compilations, usage data and other documentation, whether in paper or electronic form, that were or could be used or required to generate or verify Licensee's Statements and/or that reflect or summarize Licensees' Statements and/or that verify that all provisions of this license are being complied with by Licensee; (ii) financial information, including books, records, ledgers, reports, and other documentation, reflecting cash receipts and general revenue accounts to the extent such information relates directly or indirectly to the activities licensed under this Agreement; and (iii) files, logs, reports, compilations, testing and monitoring data and other documentation related to and/or reflecting the operation and integrity of Licensee's Security Systems (such information, along with the information described in the items (a)(i) and (a)(ii) of this Subsection 6.2, collectively referred to as "Documentation"); and (b) through the assistance of personnel who are familiar with the technical

and operational aspects of Licensee's computer, hardware, software, Security Systems (collectively, "Operational Systems") who are to be made available by Licensee, provide real-time and/or historical access to such Operational Systems, as requested, sufficient to permit Licensor or its examiner(s) to conduct meaningful tests and analysis to verify that (i) the Operational Systems are properly and accurately tracking and reporting the use of the Compositions, and royalties payable therefor, as contemplated by the terms of this Agreement; and (ii) the Operational Systems are in compliance with the security requirements set forth in Section 5 of this Agreement. Licensee shall provide the information, systems access and personnel required by this Subsection 6.2 free of charge and, unless otherwise agreed by Licensor or its examiner(s), at Licensee's place of business.

6.3 During the course of and/or following completion of the Royalty and Security Examination, upon request by Licensor or an examiner acting on its behalf, Licensee shall make available company personnel at an appropriate level of seniority and/or technical ability to discuss and/or resolve particular issues and findings arising out of such examination.

6.4 Licensee shall maintain any and all Documentation that reasonably might be expected to be relevant to Licensor's conduct of a Royalty and Security Examination for a period of at least six (6) years following the expiration or termination of this Agreement, unless there is a Royalty and Security Examination in progress or not fully resolved as of the expiration of such period, in which case the Documentation shall be maintained until the Royalty and Security Examination is fully resolved to the satisfaction of Licensor.

6.5 If a royalty examination reveals a nonpayment or underpayment of royalties due to Licensor, the amounts determined to be owing shall be subject to interest payable at the rate of prime plus two percent (2%) compounded daily calculated from the date the royalties were due to be paid under the applicable reporting period to the date of ultimate payment to Licensor.

7. Termination/Default

7.1 All license authority pursuant to Licenses issued hereunder shall terminate upon the expiration or termination of this Agreement (unless such Licenses are renewed pursuant to a renewal of this Agreement as contemplated under Section 3, in which case the terms of renewal shall apply as appropriate), and any further transmission and/or reproduction of any Composition after the expiration of this Agreement shall be prohibited and actionable as an act of infringement under, and fully subject to the remedies provided by, the Copyright Act. Notwithstanding the foregoing, provided that the Agreement has not been terminated due to Licensee's breach or default, any Server Fixations existing on Servers and/or Ringtone Deliveries existing on Covered Devices as of the expiration of the Agreement may remain on such Servers

and Covered Devices; provided, however, that such existing Server Fixations (in addition to the Ringtone Deliveries) may not be further reproduced or distributed after the expiration of the Agreement.

7.2 Notwithstanding, without limiting and in addition to any other remedy that may be available at law or in equity and/or under this Agreement, Licensee understands and agrees that: (a) in the event Licensee fails to account to Licensor and pay royalties provided for in Section 2, Licensor may provide written notice to Licensee in the same manner as provided in Section 115(c)(6) of the Copyright Act that, unless the default is fully remedied within thirty (30) days from the date of the notice, this Agreement and any Licenses issued hereunder will be automatically terminated, and that such termination will render the transmission and/or reproduction or both, of any Composition for which royalties have not been fully paid actionable as an act of infringement under Section 501 of the Copyright Act, and fully subject to the remedies provided by Sections 502 through 506 and 509 the Copyright Act; (b) in the event Licensee is in material breach or default of any of its obligations under this Agreement, Licensor may provide written notice to Licensee in the same manner as provided by Section 115(c)(6) of the Copyright Act that, unless the default is fully remedied within thirty (30) days from the date of the notice, this Agreement and any Licenses issued hereunder will be automatically terminated, and that such termination will render the further transmission and/or reproduction, or both, of any Composition actionable as an act of infringement under Section 501 of the Copyright Act, and fully subject to the remedies provided by Sections 502 through 506 and 509 of the Copyright Act. Licensee further understands and agrees that in the case of infringement, irreparable harm may be presumed, and Licensor shall be entitled as appropriate to injunctive relief, in addition to any other remedy that may be available at law or in equity and/or under this Agreement. For the avoidance of doubt, and without limitation, Licensee's breach of any of the obligations imposed by Sections 2, 5 and 6 of this Agreement shall be considered a material breach of, and default under, this Agreement.

7.3 To the extent permitted by applicable law, and without limitation, the occurrence of any of the following events shall also be considered a material breach of and default under this Agreement: (a) Licensee's dissolution and/or the liquidation of all of Licensee's assets; (b) the filing of a petition in bankruptcy or insolvency or for an arrangement or reorganization by, for or against Licensee; (c) the appointment of a receiver or trustee for all or a portion of Licensee's assets; (d) Licensee's assignment of assets for the benefit of creditors; and (e) Licensee's insolvency. Upon the occurrence of any of the events described in items (a) through (e) of this Subsection 7.3, notwithstanding, without limiting and in addition to any other remedy that may be available at law or in equity and/or under this Agreement, this Agreement and all license authority pursuant to any Licenses granted hereunder shall terminate automatically without the requirement of any further action on the part of Licensor.

7.4 Notwithstanding, without limiting and in addition to any other remedy that may be available at law or in equity and/or under this Agreement, including without limitation the remedies set forth in Subsection 7.2, the breach of any of the provisions set forth in Section 5 shall entitle Licensor to specific performance of such provision and/or to terminate, effective immediately upon the giving of notice, the license authority pursuant to any License granted hereunder.

7.5 Notwithstanding the expiration or termination of this Agreement, Sections 2, 4, 5 and 6 and Subsections 7.1, 7.4, 7.6, 8.2, 8.3, 8.4, 8.5, 8.6 and 8.8 shall to the extent applicable survive and continue to bind the parties and their legal representatives and successors.

7.6 With respect to Ringtones, Ringbacks and any other uses for Covered Devices of any portion of any musical composition owned or controlled by Licensor, Licensee acknowledges and agrees that, as to such portions of such musical compositions, no such uses shall be subject to the provisions of Section 115(c)(3) of the Copyright Law of the United States unless or until so provided by any law, other governmental regulation or judicial decision.

8. Miscellaneous

8.1 Notices. All notices hereunder shall be in writing and shall be deemed effective (a) if provided by hand delivery, upon delivery; (b) if provided by overnight courier, one (1) business day following the date sent; and (c) if provided by registered or certified mail, return receipt requested, five (5) business days following the date mailed. Notices shall be sent to the following addresses:

If to Licensor:

To the address set forth above. Attn: Sr. VP, Legal & Business Affairs. Fax: 310/441-9094.

If to Licensee:

To the address set forth above. Attn: Redacted
Fax:

8.2 Publicity. Neither party shall issue any press release or other publicity document concerning this Agreement without the prior written consent of the other party.

8.3 Assignment. This Agreement may not be assigned.

8.4 Entire Agreement; Amendment. This Agreement represents the entire understanding of the parties with respect to the subject matter hereof, supersedes all prior and contemporaneous agreements and understandings of

the parties with respect to the subject matter hereof, and may not be altered or amended except in a written instrument executed by both parties.

8.5 Governing Law; Jurisdiction. This Agreement shall be governed by, and construed in accordance with, federal law and/or the laws of the State of New York (without giving effect to conflicts of law principles thereof), as may be applicable. With respect to any action or proceeding arising out of this Agreement, the parties (a) agree that the sole and exclusive venue for such action or proceeding shall be in a court of appropriate jurisdiction located in New York County, New York; (2) agree to the appropriateness of, and waive any objection concerning, the propriety and/or convenience of, proceeding in such venue; and (3) consent to the personal jurisdiction of such court.

8.6 Severability; Waiver. If a court should determine that any part of this Agreement is invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect. Performance of any obligation required of a party hereunder may be waived only by a written waiver signed by a duly authorized officer of the other party, which waiver shall be effective only with respect to the specific obligation described therein.

8.7 Headings. The titles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

8.8 Assistance of Counsel. Each party hereto acknowledges that it has been represented by its own independent counsel, who has reviewed this Agreement and discussed the terms herein with his or her respective client prior to execution.

8.9 Counterparts. This Agreement may be executed in multiple counterparts and delivery of an executed counterpart may be made by facsimile, each such counterpart to be considered and accepted as an original, and all such counterparts together to constitute a single Agreement.

8.10 No Partnership. Nothing herein shall create, expressly or implied, a partnership, joint venture or other association between the parties.

8.11 Confidentiality. Licensee and Licensor agree that all information contained in this license and/or acquired in the course of business shall be kept confidential. Such information shall not be disclosed at any time except to the extent required by a court or other tribunal having jurisdiction or pursuant to rules and regulations of a governmental body. Notwithstanding the foregoing, the parties acknowledge that in certain situations, such as where a license contains a favored nations provision, the information contained in the license may have to be divulged.

8.12 It is a condition of the grant of this license that no Composition is used in conjunction with any visuals of any motion picture, television series or other production in which the Composition was used as a cue and/or soundtrack composition without the written approval from the owner or licensor of the

applicable production or property, nor shall any Composition be used with any images substantially similar to such production or which uses or portrays any of the principal characters or key locations of that production without the written approval from such owner or licensor of the applicable production. In the event that Licensee uses or authorizes such use of the production without the written license of the owner or licensor of the production, then Licensor will be permitted to terminate this license upon giving notice to Licensee without repayment or any monies paid under this license or other liability to Licensee. Licensee must provide Licensor with proof of any such written approval promptly upon request.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date:

LICENSEE

Redacted

By:
Print name:
Title:

THE FAMOUS MUSIC PUBLISHING COMPANIES

By: _____
Print name: KENT J. KLAVENS
Title: SENIOR VICE PRESIDENT
LEGAL AND BUSINESS AFFAIRS

EXHIBIT CO 0116

EXECUTED COPY

#5450

The Famous Music Publishing Companies
RINGTONE LICENSING AGREEMENT

This agreement ("Agreement") is entered into as of January 1, 2005 ("Effective Date") by and between Redacted ("Licensee") and The Famous Music Publishing Companies, 10635 Santa Monica Blvd, Suite #300, Los Angeles, CA 90025 ("Licensor").

WHEREAS, Licensee owns and operates a service pursuant to which excerpts of musical compositions ("Musical Works") in the form of Ringtones (as below defined) are digitally reproduced on a central computer server or servers, which Ringtones are subsequently transmitted from such servers and downloaded to Covered Devices (as below defined) ("Service"); and

WHEREAS, in order to operate the Service, Licensee seeks licenses to make Server Fixations (as below defined) and reproduce and distribute Ringtones of Musical Works that are owned and/or controlled wholly or partially by Licensor;

NOW, THEREFORE, in consideration of the promises contained in this Agreement and for other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Licensing**

1.1 Pursuant to the terms of this Agreement, and as more particularly described herein, upon receipt of appropriate license requests ("License Requests") from Licensee, Licensor shall issue non-exclusive licenses ("Licenses") to reproduce and distribute Ringtones of Musical Works wholly or partially owned and/or controlled by Licensor (the "Compositions") for use on Licensee's Service in accordance with the terms of this Agreement. The license authority contemplated hereunder and granted pursuant to any License issued hereunder shall include and is limited to: (a) the digital reproduction of Ringtones of Compositions on a central computer server or servers directly owned and/or directly controlled by Licensee and located in the United States (including its territories and possessions and the Commonwealth of Puerto Rico [collectively, the "United States")] ("Servers"), solely for use in connection with the Service ("Server Fixations"); (b) the digital transmission of Ringtones of Compositions from such Servers for streaming or storage on Covered Devices, solely for use in connection with the Service in the territory of the United States only; (c) the reproduction of Ringtones of Compositions on Covered Devices, solely for use in connection with the Service in the United States only ("Ringtone Deliveries"); and (d) the offering of Promotional Ringtones (as below defined) of Compositions, solely for use in connection with the Service.

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For purposes of this Agreement:

A "Ringtone" is an excerpt, not to exceed forty five (:45) seconds, of a Composition that is embodied in either (i) a digital file containing codes representing and capable of being rendered into audio and played back as musical notes constituting the work's melody in either monophonic or polyphonic form ("Phonic Ringtone"), or (ii) a digital file representing an excerpt of no more than forty five (:45) seconds of a sound recording of the Composition ("Pre-Recorded Ringtone"). In both cases, such excerpt is generally intended to be digitally transmitted to and stored in an end user's Covered Device and played by such intended destination Covered Device whenever the Covered Device activates its ringing or alert function indicating the arrival of a call, message or other notification (but no advertisements) received by the Covered Device, and is designed to be played by such Covered Device without any other distribution or transmission. Notwithstanding the foregoing, if the Composition excerpt is intended to be streamed and heard by a caller after such caller dials the end user's Covered Device, indicating to the caller that the end user's Covered Device is receiving their call, such audio-only excerpt may be referred to hereunder as a "Ringback." Unless otherwise specifically provided for herein, all terms and conditions hereunder which apply to Ringtones shall also apply to Ringbacks.

A "Covered Device" shall mean a mobile telephone, pager or other portable communications device with a telephonic or messaging function that operates on a wireless communications network regulated by the U.S. Federal Communications Commission pursuant to its rules governing commercial mobile radio services.

A "Promotional Ringtone" shall mean a digital transmission of a Ringtone in streamed form made available to a prospective purchaser free of charge and solely for the purpose of promoting the sale of the Ringtone, and that does not result in a reproduction of any part or all of the Ringtone that is accessible except by such prospective purchaser for an intended one-time promotional playback through the operation of a Covered Device or other device.

"Audiovisual" shall mean synchronized with a visual image (including graphics and/or any other type of imagery) when activated (as described above) on a Covered Device. Notwithstanding the foregoing, if a Covered Device lights up or vibrates in order to notify the consumer of an incoming call, such activity shall not constitute synchronization.

Any arrangements which Licensee shall cause to be made of the Compositions shall be made at Licensee's own expense and shall be created only as the result of employment-for-hire, and such arrangements shall be considered "works made for hire" as such term is used in the United States Copyright Law, and all copyrights therein and all renewals, extensions and reversions thereof throughout the world shall be owned by Licensor, subject to

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Licensee's use under this agreement. Arrangers shall not be entitled to authorship credit or status as a collaborator or any remuneration by way of royalty or otherwise from the authors of such Composition or from Licensor or any other designated agents of Licensor or from any society representing composer/publisher interests. This license does not authorize the creation of any recordings which deliberately imitate the featured and commercially exploited vocal performance by an artist of a Composition.

Licensee shall have the right to use up to thirty seconds (:30) of each Composition in a "streamed" digital audio transmission from Licensee's website for the sole purpose of providing consumers with Ringtone samples.

Nothing in this License shall be interpreted or construed in any manner to suggest that Licensee is being granted a license to use sound recordings embodying Compositions. All sound recordings must be cleared prior to any uses of such Compositions (if the sound recordings are owned and/or controlled by third parties).

1.2 All Licenses are subject to prior approval of Licensor. Licensee shall remove a Composition from all of Licensee's servers (and from any other location which allows access to such Composition) within seventy two (72) hours from Licensee's receipt of Licensor's written notice requesting such removal, if such request is due to any type of legal issue relating to the Composition, or a request from the composer (or representative of a composer), owner and/or co-publisher of a Composition.

1.3 Following execution of this Agreement, Licensee may begin submitting License Requests to Licensor (to the attention of Mary Beth Roberts, VP Catalog Development, The Famous Music Publishing Companies, 1633 Broadway, 11th Floor, NY NY 10019, or via email to mary_beth_roberts@paramount.com), which License Requests shall be duly processed by Licensor. Without limitation, Licensee shall include in each License Request (a) the title of the Composition for which a License is being requested; (b) the writer(s) of the Composition; (c) the publisher(s) of the Composition; and (d) whether the Ringtone is a Phonic Ringtone and/or a Pre-Recorded Ringtone and/or a Ringback, (e) the name of the record company that produced the sound recording embodied in a Pre-Recorded Ringtone; (f) the name of the artist; (g) the ISRC number for such sound recording; (h) the total playing time of the Ringtone; (i) the title of an album for which such sound recording has been previously licensed; (j) whether the ringtone is audio-only or audiovisual; and (k) such other information as may be required by Licensor.

1.4 Upon Licensee's request, Licensor shall provide Licensee with an electronic file specifying the Licenses issued under this Agreement (each such report a "Confirmation Report"). To aid Licensee in the calculation of royalties, with

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respect to each License, such Confirmation Report shall include, *inter alia*, Licensor's total administrative percentage share of each Composition.

1.5 For the avoidance of doubt, and without limitation, the Licenses granted hereunder do not extend to or cover: (a) any right of public performance (Licensee must obtain the necessary performing rights licenses either from Licensor's duly authorized performing rights societies or Licensor); (b) any copyrights or other rights in sound recordings and/or visual images; (c) any print, display or karaoke rights; (d) any adaptation (derivative work) rights; (e) any merchandising rights; (f) any use of a Composition (whether or not embodied in a sound recording) for a marketing campaign, product tie-in, game or contest or otherwise to advertise, promote or cross-promote any product or service; (g) any use of the title of a Composition, or the name or likeness of any writer, publisher or artist associated with a Composition, except for identification purposes as described in Section 4; (h) use of the lyrics of the Compositions in conjunction with Phonic Ringtones; or (i) any other use of a Composition not specifically and expressly provided for herein. No Composition shall be used in any manner which could be considered in bad taste or in an offensive manner. Licensee shall not use the Compositions in any manner which brings Licensor, any of the composers of the Compositions, or any co-publisher into public disrepute or which reflects adversely on the Compositions. Compositions shall not be isolated or positioned in any way which can be construed as advertising or promoting any product or service (including Licensee). **The license authority under any License issued hereunder is limited to and granted solely with respect to Licensor's administrative share of the Compositions (ie, if Licensor does not administer 100% of a Composition, Licensee must seek and obtain a license from all other third parties who have an interest in such Composition prior to any use of such Composition by Licensee).**

1.6 The license authority contemplated by this Agreement and granted pursuant to any License issued hereunder is limited to Licensee and may not be sublicensed, assigned or otherwise transferred by Licensee except to the extent expressly permitted hereunder.

1.7 It is a condition of the grant of this License that no Composition is positioned or used in conjunction with any visuals and/or property from any motion picture, television series or other production in which such Composition was used as a cue and/or soundtrack composition (or with any images substantially similar to such production or which uses or portrays any of the principal characters or key locations of that production) without further negotiation and license from the owner(s) (or licensor(s)) of the applicable production or property.

Redacted

2. **Reporting and Payment of Royalties**

2.1 Licensee shall pay to Licensor an advance of Redacted to be recoupable against royalties (but not Initial Server Fixation fees) described hereunder. Such advance is due no later than March 31, 2005.

2.2 Licensee shall account and pay royalties to Licensor quarterly, within forty-five (45) days after the end of each calendar quarter, on the basis of (a) the initial server fixation of each audio-only Phonic Ringtone, Audiovisual Phonic Ringtone, audio-only Pre-Recorded Ringtone, Audiovisual Pre-Recorded Ringtone, audio-only Ringback and/or Audiovisual Ringback of a Composition made on any Server (see paragraph 2.3 for more detail) ("Initial Server Fixation"); and (b) each Ringtone delivery in the form of an audio-only Phonic Ringtone ("audio-only Phonic Ringtone Delivery"), Audiovisual Phonic Ringtone ("Audiovisual Phonic Ringtone), audio-only Pre-Recorded Ringtone ("audio-only Pre-Recorded Ringtone Delivery"), Audiovisual Pre-Recorded Ringtone ("Audiovisual Pre-Recorded Ringtone Delivery") and/or Ringback ("Ringback Delivery"). Licensee shall provide Licensor with detailed quarterly statements ("Statements") in electronic or written form in accordance with the format specified by Licensor ("Reporting Format"), whether or not any monies are due to Licensor. With respect to each quarterly reporting period, for each License, Licensee shall specifiy in its Statement (i) the Initial Server Fixation fee (if one is due) for each new Composition added to Licensee's schedule; (ii) the total number of Phonic Ringtone Deliveries and/or total number of Pre-Recorded Ringtone Deliveries (with Ringbacks reported separately from other Ringtones) for each Composition; (iii) the particular retail outlet through which each Ringtone Delivery was made; (iv) the total royalty amount being paid for Initial Server Fixations; (v) the total royalty amount being paid for the Phonic Ringtone Deliveries and/or Pre-Recorded Ringtone Deliveries; and (vi) such other information as may be required by Licensor from time to time. Any royalty computations based upon a percentage of gross revenues generated from Licensee's website (pursuant to paragraph 2.4 below) shall also be reported to Licensor on a quarterly basis. Without limiting Licensor's rights and remedies hereunder, at law or in equity, (i) past-due payments are subject to and to be accompanied by payment of interest thereon at the prime rate found in the Wall Street Journal on the due date plus two percent (2%), compounded daily, from the date(s) upon which each such payment(s) first became due until the date(s) upon which each such payment(s) is remitted to Licensor.

Statements/Accountings/Payments shall be made to:

Redacted

Famous Music Corporation

10635 Santa Monica Blvd., Suite $300

Los Angeles, CA 90025

Attn: Sr. VP, Finance

Fed ID # 13-0692800

2.3 INITIAL SERVER FIXATION: For each Initial Server Fixation, the fixation fee (non-recoupable) shall be:

(a) Redacted per each version of a Composition for audio-only Ringtones (for example, if both a Phonic and a Pre-Recorded version of a Composition are found on Licensee's server, Licensee shall remit a Redacted Initial Server Fixation fee);

(b) Redacted per each version of a Composition for Audiovisual Ringtones (for example, if both a Phonic and a Pre-Recorded Audiovisual version of a Composition are found on Licensee's server, Licensee shall remit a Redacted Initial Server Fixation fee); and

(c) Redacted per each version of a Composition for Ringback use (for example, if both a Phonic Ringtone and a Pre-Recorded Ringback version of a Composition are found on Licensee's server, Licensee shall remit a Redacted Initial Server Fixation fee);

provided, however, that these amounts shall be proportionately reduced to the extent that Licensor own(s) or control(s) less than 100% of the Composition.

2.4 ROYALTIES:

(a) For each audio-only Phonic Ringtone Delivery or Ringback Delivery of a Composition, the royalty shall be the greater of Redacted of the retail Ringtone selling price to consumers; or Redacted of the gross revenues generated (prorated among all publishers) from Licensee's website.

(b) For each audio-only Pre-Recorded Ringtone Delivery or Ringback Delivery of a Composition, the royalty shall be the greater of Redacted Redacted of the retail Ringtone selling price to consumers; or of the gross revenues generated (prorated among all publishers) from Licensee's website.

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(c) For each Audiovisual Phonic Ringtone Delivery of a Composition, the royalty shall be the greater of Redacted of the retail Ringtone selling price to consumers; or Redacted of the gross revenues generated (prorated among all publishers) from Licensee's website.

(d) For each Audiovisual Pre-Recorded Ringtone Delivery of a Composition, the royalty shall be the greater of Redacted of the retail Ringtone selling price to consumers; or Redacted of the gross revenues generated (prorated among all publishers) from Licensee's website.

Gross revenues include payment of any kind received by Licensee from advertising found on the Ringtone portion of Licensee's website. These per-Composition royalty amounts shall be proportionately reduced to the extent that Licensor own(s) or control(s) less than 100% of a Composition.

2.5 If pursuant to any future law, other governmental regulation or judicial decision Ringtone Deliveries are determined to be digital downloads subject to statutory digital download rates and such statutory digital download rates are higher than the royalty rates found herein, the statutory digital download rates will apply to this License on the effective statutory rate date, if such effective date falls during the Term.

2.6 In the event that a third party (1) music publisher; (2) master recording owner; (3) audiovisual/graphics content provider; and/or (4) non-musical ringtone provider agree with Licensee to any terms (including terms with respect to compensation or consideration) more favorable than those applicable hereunder, then effective as of the date of such third party agreement, this license shall be deemed amended to include such more favorable terms. Upon request, Licensee shall provide Licensor with either copies of the third party agreements or the relevant royalty provisions thereof.

3. Term

3.1 The term of this Agreement shall commence as of the Effective Date and terminate three (3) years from the Effective Date (the "Term").

3.2 Upon expiration of the Term, if Licensee wishes to renew this Agreement for an additional one (1) year term, it shall notify Licensor of such desire not later than a date three (3) months prior to the end of the Term. Such notification shall include proposed terms for any such renewal. Any renewal shall be subject to the approval of Licensor, and Licensor reserves the right to propose changes to administrative and other aspects of the Agreement as it deems appropriate. Proposed changes must be approved in writing by Licensor.

3.3 Notwithstanding any of the foregoing, Licensor shall have the right for any reason whatsoever to automatically terminate this License no earlier than two (2) years from the Effective Date, but only upon thirty (30) days written notice to Licensee.

4. **Writer/Publisher Credit**

Licensee shall, to the extent commercially reasonable, include in any graphics and/or imagery displayed in connection with the play of any Audiovisual Ringtone of a Composition written credit in legible form setting forth the names of the Licensor's writer(s) and publisher(s) of such Composition. Additionally, Licensor's writer(s) and publisher(s) of each Composition offered by Licensee as a Ringtone must be displayed on Licensee's website. Inadvertent failure by Licensee to post such notice shall not be considered a breach of this license if Licensee cures such failure within ten (10) business days of receipt of written notice from Licensor.

5. **Security**

5.1 In connection with the use of any Composition, Licensee shall implement and maintain copy protection and digital rights management technology and systems, including software and/or hardware functional limitations (collectively, "Security Systems") with respect to all aspects of the Service, including without limitation its Servers and operating systems, that (a) are designed to prevent unauthorized reproduction and distribution of the Composition, in the form of Ringtones or otherwise; (b) are sufficient to track and enforce the use limitations contemplated by this Agreement; and (c) meet or exceed current industry standards as they exist from time to time for the licensed delivery of music via digital transmission and its reproduction on devices including, without limitation, Covered Devices.

5.2 In the event it becomes aware of a breach of Licensee's Security Systems ("Security Breach"), whether through its own monitoring efforts, upon being advised by another party (including Licensor) or otherwise, Licensee shall use its best efforts to resolve the Security Breach and restore the full integrity of its Security Systems as quickly as possible. If a solution to the Security Breach is not immediately available (i.e., cannot be implemented within twenty-four (24) hours from the time Licensee becomes aware of the Security Breach), Licensee shall (a) promptly notify Licensor of the Security Breach in writing (unless Licensee learned of the breach from Licensor); and (b) cease all further digital transmission and/or reproduction of Compositions to the extent such activities are or could possibly be affected by the Security Breach, pending full resolution of the Security Breach. In such a case, Licensee (x) shall keep Licensor reasonably apprised of the status of its efforts to resolve the Security Breach; and (y) shall not resume the activities that were

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suspended pursuant to this Subsection 5.2 until the full integrity of its Security Systems has been restored.

5.3 To the extent Licensee employs third-party technology in order to operate, Licensee shall use its best efforts to maintain and upgrade such technology by (a) diligently monitoring any third-party notifications of bug-fixes, security holes and functionality improvements; and (b) obtaining any available upgrades and bug-fixes, and installing, testing and distributing such upgrades and bug-fixes as necessary so as to maintain the integrity of its Security Systems.

5.4 Licensee shall use its best efforts to prevent any unauthorized digital transmissions and reproductions of Compositions by operators and users of the Service and/or in any facility, on any device (including Covered Devices), or by any person under the supervision and/or control of Licensee.

6. Royalty and Security Compliance

6.1 Notwithstanding, without limiting and in addition to the general right of Licensor pursuant to industry custom and practice to examine the books and records of Licensee in connection with Licensee's use of the Compositions, Licensor shall be entitled, upon thirty (30) days' notice to Licensee, to conduct an examination of the books, records, operations and Security Systems of Licensee ("Royalty and Security Examination") to determine whether Licensee is in compliance with its reporting, royalty and security obligations under this Agreement. Absent a good-faith basis to believe that Licensee is not in compliance with such obligations, Licensor shall not seek to initiate a Royalty and Security Examination more than once every twelve (12) months or more than six (6) years following the termination of this Agreement.

6.2 During the course of a Royalty and Security Examination, upon request by Licensor or an examiner acting on its behalf, Licensee shall, within three (3) business days (a) provide access to any information that may be called for by such request, including without limitation any (i) books, records, files, logs, reports, compilations, usage data and other documentation, whether in paper or electronic form, that were or could be used or required to generate or verify Licensee's Statements and/or that reflect or summarize Licensees' Statements and/or that verify that all provisions of this license are being complied with by Licensee; (ii) financial information, including books, records, ledgers, reports, and other documentation, reflecting cash receipts and general revenue accounts to the extent such information relates directly or indirectly to the activities licensed under this Agreement; and (iii) files, logs, reports, compilations, testing and monitoring data and other documentation related to and/or reflecting the operation and integrity of Licensee's Security Systems

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(such information, along with the information described in the items (a)(i) and (a)(ii) of this Subsection 6.2, collectively referred to as "Documentation"); and (b) through the assistance of personnel who are familiar with the technical and operational aspects of Licensee's computer, hardware, software, Security Systems (collectively, "Operational Systems") who are to be made available by Licensee, provide real-time and/or historical access to such Operational Systems, as requested, sufficient to permit Licensor or its examiner(s) to conduct meaningful tests and analysis to verify that (i) the Operational Systems are properly and accurately tracking and reporting the use of the Compositions, and royalties payable therefor, as contemplated by the terms of this Agreement; and (ii) the Operational Systems are in compliance with the security requirements set forth in Section 5 of this Agreement. Licensee shall provide the information, systems access and personnel required by this Subsection 6.2 free of charge and, unless otherwise agreed by Licensor or its examiner(s), at Licensee's place of business.

6.3 During the course of and/or following completion of the Royalty and Security Examination, upon request by Licensor or an examiner acting on its behalf, Licensee shall make available company personnel at an appropriate level of seniority and/or technical ability to discuss and/or resolve particular issues and findings arising out of such examination.

6.4 Licensee shall maintain any and all Documentation that reasonably might be expected to be relevant to Licensor's conduct of a Royalty and Security Examination for a period of at least six (6) years following the expiration or termination of this Agreement, unless there is a Royalty and Security Examination in progress or not fully resolved as of the expiration of such period, in which case the Documentation shall be maintained until the Royalty and Security Examination is fully resolved to the satisfaction of Licensor.

6.5 If a royalty examination reveals a nonpayment or underpayment of royalties due to Licensor, the amounts determined to be owing shall be subject to interest payable at the rate of prime plus two percent (2%) compounded daily calculated from the date the royalties were due to be paid under the applicable reporting period to the date of ultimate payment to Licensor.

7. Termination/Default

7.1 All license authority pursuant to Licenses issued hereunder shall terminate upon the expiration or termination of this Agreement (unless such Licenses are renewed pursuant to a renewal of this Agreement as contemplated under Section 3, in which case the terms of renewal shall apply as appropriate), and any further transmission and/or reproduction of any Composition after the expiration of this Agreement shall be prohibited and actionable as an act of infringement under, and fully subject to the remedies provided by, the Copyright Act. Notwithstanding the foregoing, provided that the Agreement

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has not been terminated due to Licensee's breach or default, any Server Fixations existing on Servers and/or Ringtone Deliveries existing on Covered Devices as of the expiration of the Agreement may remain on such Servers and Covered Devices; provided, however, that such existing Server Fixations (in addition to the Ringtone Deliveries) may not be further reproduced or distributed after the expiration of the Agreement.

7.2 Notwithstanding, without limiting and in addition to any other remedy that may be available at law or in equity and/or under this Agreement, Licensee understands and agrees that: (a) in the event Licensee fails to account to Licensor and pay royalties provided for in Section 2, Licensor may provide written notice to Licensee in the same manner as provided in Section 115(c)(6) of the Copyright Act that, unless the default is fully remedied within thirty (30) days from the date of the notice, this Agreement and any Licenses issued hereunder will be automatically terminated, and that such termination will render the transmission and/or reproduction or both, of any Composition for which royalties have not been fully paid actionable as an act of infringement under Section 501 of the Copyright Act, and fully subject to the remedies provided by Sections 502 through 506 and 509 the Copyright Act; (b) in the event Licensee is in material breach or default of any of its obligations under this Agreement, Licensor may provide written notice to Licensee in the same manner as provided by Section 115(c)(6) of the Copyright Act that, unless the default is fully remedied within thirty (30) days from the date of the notice, this Agreement and any Licenses issued hereunder will be automatically terminated, and that such termination will render the further transmission and/or reproduction, or both, of any Composition actionable as an act of infringement under Section 501 of the Copyright Act, and fully subject to the remedies provided by Sections 502 through 506 and 509 of the Copyright Act. Licensee further understands and agrees that in the case of infringement, irreparable harm may be presumed, and Licensor shall be entitled as appropriate to injunctive relief, in addition to any other remedy that may be available at law or in equity and/or under this Agreement. For the avoidance of doubt, and without limitation, Licensee's breach of any of the obligations imposed by Sections 2, 5 and 6 of this Agreement shall be considered a material breach of, and default under, this Agreement.

7.3 Except to the extent expressly excused by applicable law, the occurrence of any of the following events shall also be considered a material breach of and default under this Agreement: (a) Licensee's dissolution and/or the liquidation of all of Licensee's assets; (b) the filing of a petition in bankruptcy or insolvency or for an arrangement or reorganization by, for or against Licensee; (c) the appointment of a receiver or trustee for all or a portion of Licensee's assets; (d) Licensee's assignment of assets for the benefit of creditors; (e) Licensee's insolvency; (f) Licensee's lack of a legally valid license, at any time during the Term, for any Musical Works wholly or partially owned or administered by Licensor that are being exploited by Licensee in any manner. Upon the occurrence of any of the events described

in items (a) through (f) of this Subsection 7.3, notwithstanding, without limiting and in addition to any other remedy that may be available at law or in equity and/or under this Agreement, this Agreement and all license authority pursuant to any Licenses granted hereunder shall terminate automatically without the requirement of any further action on the part of Licensor.

7.4 Notwithstanding, without limiting and in addition to any other remedy that may be available at law or in equity and/or under this Agreement, including without limitation the remedies set forth in Subsection 7.2, the breach of any of the provisions set forth in Section 5 shall entitle Licensor to specific performance of such provision and/or to terminate, effective immediately upon the giving of notice, the license authority pursuant to any License granted hereunder.

7.5 Notwithstanding the expiration or termination of this Agreement, Sections 2, 4, 5 and 6 and Subsections 7.1, 7.4, 7.6, 8.2, 8.3, 8.4, 8.5, 8.6 and 8.8 shall to the extent applicable survive and continue to bind the parties and their legal representatives and successors.

7.6 With respect to Ringtones, Ringbacks and any other uses for Covered Devices of any portion of any musical composition owned or controlled by Licensor, Licensee acknowledges and agrees that, as to such portions of such musical compositions, no such uses shall be subject to the provisions of Section 115(c)(3) of the Copyright Law of the United States unless or until so provided by any law, other governmental regulation or judicial decision.

8. Miscellaneous

8.1 Notices. All notices hereunder shall be in writing and shall be deemed effective (a) if provided by hand delivery, upon delivery; (b) if provided by overnight courier, one (1) business day following the date sent; and (c) if provided by registered or certified mail, return receipt requested, five (5) business days following the date mailed. Notices shall be sent to the following addresses:

If to Licensor:

To the address set forth above. Attn: Sr. VP, Legal & Business Affairs. Fax: 310/441-9094.

If to Licensee:

To the address set forth above. Attn: _____.
Fax: _____.

8.2 Publicity. Neither party shall issue any press release or other publicity document concerning this Agreement without the prior written consent of the other party.

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8.3 Assignment. This Agreement may not be assigned.

8.4 Entire Agreement; Amendment. This Agreement represents the entire understanding of the parties with respect to the subject matter hereof, supersedes all prior and contemporaneous agreements and understandings of the parties with respect to the subject matter hereof, and may not be altered or amended except in a written instrument executed by both parties.

8.5 Governing Law; Jurisdiction. This Agreement shall be governed by, and construed in accordance with, federal law and/or the laws of the State of New York (without giving effect to conflicts of law principles thereof), as may be applicable. With respect to any action or proceeding arising out of this Agreement, the parties (a) agree that the sole and exclusive venue for such action or proceeding shall be in a court of appropriate jurisdiction located in New York County, New York; (2) agree to the appropriateness of, and waive any objection concerning, the propriety and/or convenience of, proceeding in such venue; and (3) consent to the personal jurisdiction of such court.

8.6 Severability; Waiver. If a court should determine that any part of this Agreement is invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect. Performance of any obligation required of a party hereunder may be waived only by a written waiver signed by a duly authorized officer of the other party, which waiver shall be effective only with respect to the specific obligation described therein.

8.7 Headings. The titles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

8.8 Assistance of Counsel: Each party hereto acknowledges that it has been represented by its own independent counsel, who has reviewed this Agreement and discussed the terms herein with his or her respective client prior to execution.

8.9 Counterparts. This Agreement may be executed in multiple counterparts and delivery of an executed counterpart may be made by facsimile, each such counterpart to be considered and accepted as an original, and all such counterparts together to constitute a single Agreement.

8.10 No Partnership. Nothing herein shall create, expressly or implied, a partnership, joint venture or other association between the parties.

8.11 Confidentiality. Licensee and Licensor agree that all information contained in this license and/or acquired in the course of business shall be kept confidential. Such information shall not be disclosed at any time except to the extent required by a court or other tribunal having jurisdiction or pursuant to rules and regulations of a governmental body. Notwithstanding the foregoing, the parties acknowledge that in certain situations, such as where a license contains a favored nations provision, the information contained in the license may have to be divulged.

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8.12 It is a condition of the grant of this license that no Composition is used in conjunction with any visuals of any motion picture, television series or other production in which the Composition was used as a cue and/or soundtrack composition without the written approval from the owner or licensor of the applicable production or property, nor shall any Composition be used with any images substantially similar to such production or which uses or portrays any of the principal characters or key locations of that production without the written approval from such owner or licensor of the applicable production. In the event that Licensee uses or authorizes such use of the production without the written license of the owner or licensor of the production, then Licensor will be permitted to terminate this license upon giving notice to Licensee without repayment or any monies paid under this license or other liability to Licensee. Licensee must provide Licensor with proof of any such written approval promptly upon request.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date:

LICENSEE

Redacted

By: _____
Print name:
Title:

THE FAMOUS MUSIC PUBLISHING COMPANIES

By: _____
Print name:
Title:

021105

Redacted

EXHIBIT CO 0117

EXECUTED COPY

#5401

The Famous Music Publishing Companies
RINGTONE LICENSING AGREEMENT

This agreement ("Agreement") is entered into as of January 1, 2005 ("Effective Date") by and between REDACTED WA ("Licensee") and The Famous Music Publishing Companies, 10635 Santa Monica Blvd, Suite #300, Los Angeles, CA 90025 ("Licensor").

WHEREAS, Licensee owns and operates a service pursuant to which excerpts of musical compositions ("Musical Works") in the form of Ringtones (as below defined) are digitally reproduced on a central computer server or servers, which Ringtones are subsequently transmitted from such servers and downloaded to Covered Devices (as below defined) ("Service"); and

WHEREAS, in order to operate the Service, Licensee seeks licenses to make Server Fixations (as below defined) and reproduce and distribute Ringtones of Musical Works that are owned and/or controlled wholly or partially by Licensor;

NOW, THEREFORE, in consideration of the promises contained in this Agreement and for other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Licensing

1.1 Pursuant to the terms of this Agreement, and as more particularly described herein, upon receipt of appropriate license requests ("License Requests") from Licensee, Licensor shall issue non-exclusive licenses ("Licenses") to reproduce and distribute Ringtones of Musical Works wholly or partially owned and/or controlled by Licensor (the "Compositions") for use on Licensee's Service in accordance with the terms of this Agreement. The license authority contemplated hereunder and granted pursuant to any License issued hereunder shall include and is limited to: (a) the digital reproduction of Ringtones of Compositions on a central computer server or servers directly owned and/or directly controlled by Licensee and located in the United States (including its territories and possessions and the Commonwealth of Puerto Rico [collectively, the "United States"]] ("Servers"), solely for use in connection with the Service ("Server Fixations"); (b) the digital transmission of Ringtones of Compositions from such Servers for streaming or storage on Covered Devices, solely for use in connection with the Service in the territory of the United States only; (c) the reproduction of Ringtones of Compositions on Covered Devices, solely for use in connection with the Service in the United States only ("Ringtone Deliveries"); and (d) the offering of Promotional Ringtones (as below defined) of Compositions, solely for use in connection with the Service.

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For purposes of this Agreement:

A "Ringtone" is an excerpt, not to exceed forty five (:45) seconds, of a Composition that is embodied in either (i) a digital file containing codes representing and capable of being rendered into audio and played back as musical notes constituting the work's melody in either monophonic or polyphonic form ("Phonic Ringtone"), or (ii) a digital file representing an excerpt of no more than forty five (:45) seconds of a sound recording of the Composition ("Pre-Recorded Ringtone"). In both cases, such excerpt is generally intended to be digitally transmitted to and stored in an end user's Covered Device and played by such intended destination Covered Device whenever the Covered Device activates its ringing or alert function indicating the arrival of a call, message or other notification (but no advertisements) received by the Covered Device, and is designed to be played by such Covered Device without any other distribution or transmission. Notwithstanding the foregoing, if the Composition excerpt is intended to be streamed and heard by a caller after such caller dials the end user's Covered Device, indicating to the caller that the end user's Covered Device is receiving their call, such audio-only excerpt may be referred to hereunder as a "Ringback." Unless otherwise specifically provided for herein, all terms and conditions hereunder which apply to Ringtones shall also apply to Ringbacks.

A "Covered Device" shall mean a mobile telephone, pager or other portable communications device with a telephonic or messaging function that operates on a wireless communications network regulated by the U.S. Federal Communications Commission pursuant to its rules governing commercial mobile radio services.

A "Promotional Ringtone" shall mean a digital transmission of a Ringtone in streamed form made available to a prospective purchaser free of charge and solely for the purpose of promoting the sale of the Ringtone, and that does not result in a reproduction of any part or all of the Ringtone that is accessible except by such prospective purchaser for an intended one-time promotional playback through the operation of a Covered Device or other device.

"Audiovisual" shall mean synchronized with a visual image (including graphics and/or any other type of imagery) when activated (as described above) on a Covered Device. Notwithstanding the foregoing, if a Covered Device lights up or vibrates in order to notify the consumer of an incoming call, such activity shall not constitute synchronization.

Any arrangements which Licensee shall cause to be made of the Compositions shall be made at Licensee's own expense and shall be created only as the result of employment-for-hire, and such arrangements shall be considered "works made for hire" as such term is used in the United States Copyright Law, and all copyrights therein and all renewals, extensions and reversions

thereof throughout the world shall be owned by Licensor, subject to Licensee's use under this agreement. Arrangers shall not be entitled to authorship credit or status as a collaborator or any remuneration by way of royalty or otherwise from the authors of such Composition or from Licensor or any other designated agents of Licensor or from any society representing composer/publisher interests. This license does not authorize the creation of any recordings which deliberately imitate the featured and commercially exploited vocal performance by an artist of a Composition.

Licensee shall have the right to use up to thirty seconds (:30) of each Composition in a "streamed" digital audio transmission from Licensee's website for the sole purpose of providing consumers with Ringtone samples.

Nothing in this License shall be interpreted or construed in any manner to suggest that Licensee is being granted a license to use sound recordings embodying Compositions. All sound recordings must be cleared prior to any uses of such Compositions (if the sound recordings are owned and/or controlled by third parties).

1.2 All Licenses are subject to prior approval of Licensor. Licensee shall remove a Composition from all of Licensee's servers (and from any other location which allows access to such Composition) within seventy two (72) hours from Licensee's receipt of Licensor's written notice requesting such removal, if such request is due to any type of legal issue relating to the Composition, or a request from the composer (or representative of a composer), owner and/or co-publisher of a Composition.

1.3 Following execution of this Agreement, Licensee may begin submitting License Requests to Licensor (to the attention of Mary Beth Roberts, VP Catalog Development, The Famous Music Publishing Companies, 1633 Broadway, 11th Floor, NY NY 10019, or via email to mary_beth_roberts@paramount.com), which License Requests shall be duly processed by Licensor. Without limitation, Licensee shall include in each License Request (a) the title of the Composition for which a License is being requested; (b) the writer(s) of the Composition; (c) the publisher(s) of the Composition; and (d) whether the Ringtone is a Phonic Ringtone and/or a Pre-Recorded Ringtone and/or a Ringback, (e) the name of the record company that produced the sound recording embodied in a Pre-Recorded Ringtone; (f) the name of the artist; (g) the ISRC number for such sound recording; (h) the total playing time of the Ringtone; (i) the title of an album for which such sound recording has been previously licensed; (j) whether the ringtone is audio-only or audiovisual; and (k) such other information as may be required by Licensor.

1.4 Upon Licensee's request, Licensor shall provide Licensee with an electronic file specifying the Licenses issued under this Agreement (each such report a

"Confirmation Report"). To aid Licensee in the calculation of royalties, with respect to each License, such Confirmation Report shall include, *inter alia*, Licensor's total administrative percentage share of each Composition.

1.5 For the avoidance of doubt, and without limitation, the Licenses granted hereunder do not extend to or cover: (a) any right of public performance (Licensee must obtain the necessary performing rights licenses either from Licensor's duly authorized performing rights societies or Licensor); (b) any copyrights or other rights in sound recordings and/or visual images; (c) any print, display or karaoke rights; (d) any adaptation (derivative work) rights; (e) any merchandising rights; (f) any use of a Composition (whether or not embodied in a sound recording) for a marketing campaign, product tie-in, game or contest or otherwise to advertise, promote or cross-promote any product or service; (g) any use of the title of a Composition, or the name or likeness of any writer, publisher or artist associated with a Composition, except for identification purposes as described in Section 4; (h) use of the lyrics of the Compositions in conjunction with Phonic Ringtones; or (i) any other use of a Composition not specifically and expressly provided for herein. No Composition shall be used in any manner which could be considered in bad taste or in an offensive manner. Licensee shall not use the Compositions in any manner which brings Licensor, any of the composers of the Compositions, or any co-publisher into public disrepute or which reflects adversely on the Compositions. Compositions shall not be isolated or positioned in any way which can be construed as advertising or promoting any product or service (including Licensee). **The license authority under any License issued hereunder is limited to and granted solely with respect to Licensor's administrative share of the Compositions (ie, if Licensor does not administer 100% of a Composition, Licensee must seek and obtain a license from all other third parties who have an interest in such Composition prior to any use of such Composition by Licensee).**

1.6 The license authority contemplated by this Agreement and granted pursuant to any License issued hereunder is limited to Licensee and may not be sublicensed, assigned or otherwise transferred by Licensee except to the extent expressly permitted hereunder.

1.7 It is a condition of the grant of this License that no Composition is positioned or used in conjunction with any visuals and/or property from any motion picture, television series or other production in which such Composition was used as a cue and/or soundtrack composition (or with any images substantially similar to such production or which uses or portrays any of the principal characters or key locations of that production) without further negotiation and license from the owner(s) (or licensor(s)) of the applicable production or property.

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2. **Reporting and Payment of Royalties**

2.1 Licensee shall pay to Licensor an advance of (REDACTED , to be recoupable against royalties (but not Initial Server Fixation fees) described hereunder. Such advance is due no later than February 28, 2005.

2.2 Licensee shall account and pay royalties to Licensor quarterly, within forty-five (45) days after the end of each calendar quarter, on the basis of (a) the initial server fixation of each audio-only Phonic Ringtone, Audiovisual Phonic Ringtone, audio-only Pre-Recorded Ringtone, Audiovisual Pre-Recorded Ringtone, audio-only Ringback and/or Audiovisual Ringback of a Composition made on any Server (see paragraph 2.3 for more detail) ("Initial Server Fixation"); and (b) each Ringtone delivery in the form of an audio-only Phonic Ringtone ("audio-only Phonic Ringtone Delivery"), Audiovisual Phonic Ringtone ("Audiovisual Phonic Ringtone), audio-only Pre-Recorded Ringtone ("audio-only Pre-Recorded Ringtone Delivery"), Audiovisual Pre-Recorded Ringtone ("Audiovisual Pre-Recorded Ringtone Delivery") and/or Ringback ("Ringback Delivery"). Licensee shall provide Licensor with detailed quarterly statements ("Statements") in electronic or written form in accordance with the format specified by Licensor ("Reporting Format"), whether or not any monies are due to Licensor. With respect to each quarterly reporting period, for each License, Licensee shall specifiy in its Statement (i) the Initial Server Fixation fee (if one is due) for each new Composition added to Licensee's schedule; (ii) the total number of Phonic Ringtone Deliveries and/or total number of Pre-Recorded Ringtone Deliveries (with Ringbacks reported separately from other Ringtones) for each Composition; (iii) the particular retail outlet through which each Ringtone Delivery was made; (iv) the total royalty amount being paid for Initial Server Fixations; (v) the total royalty amount being paid for the Phonic Ringtone Deliveries and/or Pre-Recorded Ringtone Deliveries; and (vi) such other information as may be required by Licensor from time to time. Any royalty computations based upon a percentage of gross revenues generated from Licensee's website (pursuant to paragraph 2.4 below) shall also be reported to Licensor on a quarterly basis. Without limiting Licensor's rights and remedies hereunder, at law or in equity, (i) past-due payments are subject to and to be accompanied by payment of interest thereon at the prime rate found in the Wall Street Journal on the due date plus two percent (2%), compounded daily, from the date(s) upon which each such payment(s) first became due until the date(s) upon which each such payment(s) is remitted to Licensor.

Statements/Accountings/Payments shall be made to:

Famous Music Corporation

10635 Santa Monica Blvd., Suite $300

REDACTED

Los Angeles, CA 90025

Attn: Sr. VP, Finance

Fed ID # 13-0692800

2.3 INITIAL SERVER FIXATION: For each Initial Server Fixation, the fixation fee (non-recoupable) shall be:

(a) REDACTED per each version of a Composition for audio-only Ringtones (for example, if both a Phonic and a Pre-Recorded version of a Composition are found on Licensee's server, Licensee shall remit a REDACTED Initial Server Fixation fee);

(b) REDACTED per each version of a Composition for Audiovisual Ringtones (for example, if both a Phonic and a Pre-Recorded Audiovisual version of a Composition are found on Licensee's server, Licensee shall remit a REDACTED Initial Server Fixation fee); and

(c) REDACTED per each version of a Composition for Ringback use (for example, if both a Phonic Ringtone and a Pre-Recorded Ringback version of a Composition are found on Licensee's server, Licensee shall remit a REDACTED Initial Server Fixation fee);

provided, however, that these amounts shall be proportionately reduced to the extent that Licensor own(s) or control(s) less than 100% of the Composition.

2.4 ROYALTIES:

(a) For each audio-only Phonic Ringtone Delivery or Ringback Delivery of a Composition, the royalty shall be the greater of REDACTED REDACTED of the retail Ringtone selling price to consumers; or of the gross revenues generated (prorated among all publishers) from Licensee's website.

(b) For each audio-only Pre-Recorded Ringtone Delivery or Ringback Delivery of a Composition, the royalty shall be the greater of REDACTED of the retail Ringtone selling price to consumers; or REDACTED of the gross revenues generated (prorated among all publishers) from Licensee's website.

(c) For each Audiovisual Phonic Ringtone Delivery of a Composition, the royalty shall be the greater of REDACTED of the retail Ringtone selling price to consumers; or REDACTED of the gross revenues generated (prorated among all publishers) from Licensee's website.

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(d) For each Audiovisual Pre-Recorded Ringtone Delivery of a Composition, the royalty shall be the greater of REDACTED of the retail Ringtone selling price to consumers; or of the gross revenues generated (prorated among all publishers) from Licensee's website.

Gross revenues include payment of any kind received by Licensee from advertising found on the Ringtone portion of Licensee's website. These per-Composition royalty amounts shall be proportionately reduced to the extent that Licensor own(s) or control(s) less than 100% of a Composition.

2.5 If pursuant to any future law, other governmental regulation or judicial decision Ringtone Deliveries are determined to be digital downloads subject to statutory digital download rates and such statutory digital download rates are higher than the royalty rates found herein, the statutory digital download rates will apply to this License on the effective statutory rate date, if such effective date falls during the Term.

2.6 In the event that a third party (1) music publisher; (2) master recording owner; (3) audiovisual/graphics content provider; and/or (4) non-musical ringtone provider agree with Licensee to any terms (including terms with respect to compensation or consideration) more favorable than those applicable hereunder, then effective as of the date of such third party agreement, this license shall be deemed amended to include such more favorable terms. Upon request, Licensee shall provide Licensor with either copies of the third party agreements or the relevant royalty provisions thereof.

3. Term

3.1 The term of this Agreement shall commence as of the Effective Date and terminate three (3) years from the Effective Date (the "Term").

3.2 Upon expiration of the Term, if Licensee wishes to renew this Agreement for an additional one (1) year term, it shall notify Licensor of such desire not later than a date three (3) months prior to the end of the Term. Such notification shall include proposed terms for any such renewal. Any renewal shall be subject to the approval of Licensor, and Licensor reserves the right to propose changes to administrative and other aspects of the Agreement as it deems appropriate. Proposed changes must be approved in writing by Licensor.

3.3 Notwithstanding any of the foregoing, Licensor shall have the right for any reason whatsoever to automatically terminate this License no earlier than two (2) years from the Effective Date, but only upon thirty (30) days written notice to Licensee.

4. **Writer/Publisher Credit**

Licensee shall, to the extent commercially reasonable, include in any graphics and/or imagery displayed in connection with the play of any Audiovisual Ringtone of a Composition written credit in legible form setting forth the names of the Licensor's writer(s) and publisher(s) of such Composition. Additionally, Licensor's writer(s) and publisher(s) of each Composition offered by Licensee as a Ringtone must be displayed on Licensee's website. Inadvertent failure by Licensee to post such notice shall not be considered a breach of this license if Licensee cures such failure within ten (10) business days of receipt of written notice from Licensor.

5. **Security**

5.1 In connection with the use of any Composition, Licensee shall implement and maintain copy protection and digital rights management technology and systems, including software and/or hardware functional limitations (collectively, "Security Systems") with respect to all aspects of the Service, including without limitation its Servers and operating systems, that (a) are designed to prevent unauthorized reproduction and distribution of the Composition, in the form of Ringtones or otherwise; (b) are sufficient to track and enforce the use limitations contemplated by this Agreement; and (c) meet or exceed current industry standards as they exist from time to time for the licensed delivery of music via digital transmission and its reproduction on devices including, without limitation, Covered Devices.

5.2 In the event it becomes aware of a breach of Licensee's Security Systems ("Security Breach"), whether through its own monitoring efforts, upon being advised by another party (including Licensor) or otherwise, Licensee shall use its best efforts to resolve the Security Breach and restore the full integrity of its Security Systems as quickly as possible. If a solution to the Security Breach is not immediately available (i.e., cannot be implemented within twenty-four (24) hours from the time Licensee becomes aware of the Security Breach), Licensee shall (a) promptly notify Licensor of the Security Breach in writing (unless Licensee learned of the breach from Licensor); and (b) cease all further digital transmission and/or reproduction of Compositions to the extent such activities are or could possibly be affected by the Security Breach, pending full resolution of the Security Breach. In such a case, Licensee (x) shall keep Licensor reasonably apprised of the status of its efforts to resolve the Security Breach; and (y) shall not resume the activities that were suspended pursuant to this Subsection 5.2 until the full integrity of its Security Systems has been restored.

5.3 To the extent Licensee employs third-party technology in order to operate, Licensee shall use its best efforts to maintain and upgrade such technology by (a) diligently monitoring any third-party notifications of bug-fixes, security holes and functionality improvements; and (b) obtaining any available upgrades and bug-fixes, and installing, testing and distributing such upgrades and bug-fixes as necessary so as to maintain the integrity of its Security Systems.

5.4 Licensee shall use its best efforts to prevent any unauthorized digital transmissions and reproductions of Compositions by operators and users of the Service and/or in any facility, on any device (including Covered Devices), or by any person under the supervision and/or control of Licensee.

6. **Royalty and Security Compliance**

6.1 Notwithstanding, without limiting and in addition to the general right of Licensor pursuant to industry custom and practice to examine the books and records of Licensee in connection with Licensee's use of the Compositions, Licensor shall be entitled, upon thirty (30) days' notice to Licensee, to conduct an examination of the books, records, operations and Security Systems of Licensee ("Royalty and Security Examination") to determine whether Licensee is in compliance with its reporting, royalty and security obligations under this Agreement. Absent a good-faith basis to believe that Licensee is not in compliance with such obligations, Licensor shall not seek to initiate a Royalty and Security Examination more than once every twelve (12) months or more than six (6) years following the termination of this Agreement.

6.2 During the course of a Royalty and Security Examination, upon request by Licensor or an examiner acting on its behalf, Licensee shall, within three (3) business days (a) provide access to any information that may be called for by such request, including without limitation any (i) books, records, files, logs, reports, compilations, usage data and other documentation, whether in paper or electronic form, that were or could be used or required to generate or verify Licensee's Statements and/or that reflect or summarize Licensees' Statements and/or that verify that all provisions of this license are being complied with by Licensee; (ii) financial information, including books, records, ledgers, reports, and other documentation, reflecting cash receipts and general revenue accounts to the extent such information relates directly or indirectly to the activities licensed under this Agreement; and (iii) files, logs, reports, compilations, testing and monitoring data and other documentation related to and/or reflecting the operation and integrity of Licensee's Security Systems (such information, along with the information described in the items (a)(i) and (a)(ii) of this Subsection 6.2, collectively referred to as "Documentation");

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and (b) through the assistance of personnel who are familiar with the technical and operational aspects of Licensee's computer, hardware, software, Security Systems (collectively, "Operational Systems") who are to be made available by Licensee, provide real-time and/or historical access to such Operational Systems, as requested, sufficient to permit Licensor or its examiner(s) to conduct meaningful tests and analysis to verify that (i) the Operational Systems are properly and accurately tracking and reporting the use of the Compositions, and royalties payable therefor, as contemplated by the terms of this Agreement; and (ii) the Operational Systems are in compliance with the security requirements set forth in Section 5 of this Agreement. Licensee shall provide the information, systems access and personnel required by this Subsection 6.2 free of charge and, unless otherwise agreed by Licensor or its examiner(s), at Licensee's place of business.

6.3 During the course of and/or following completion of the Royalty and Security Examination, upon request by Licensor or an examiner acting on its behalf, Licensee shall make available company personnel at an appropriate level of seniority and/or technical ability to discuss and/or resolve particular issues and findings arising out of such examination.

6.4 Licensee shall maintain any and all Documentation that reasonably might be expected to be relevant to Licensor's conduct of a Royalty and Security Examination for a period of at least six (6) years following the expiration or termination of this Agreement, unless there is a Royalty and Security Examination in progress or not fully resolved as of the expiration of such period, in which case the Documentation shall be maintained until the Royalty and Security Examination is fully resolved to the satisfaction of Licensor.

6.5 If a royalty examination reveals a nonpayment or underpayment of royalties due to Licensor, the amounts determined to be owing shall be subject to interest payable at the rate of prime plus two percent (2%) compounded daily calculated from the date the royalties were due to be paid under the applicable reporting period to the date of ultimate payment to Licensor.

7. Termination/Default

7.1 All license authority pursuant to Licenses issued hereunder shall terminate upon the expiration or termination of this Agreement (unless such Licenses are renewed pursuant to a renewal of this Agreement as contemplated under Section 3, in which case the terms of renewal shall apply as appropriate), and any further transmission and/or reproduction of any Composition after the expiration of this Agreement shall be prohibited and actionable as an act of infringement under, and fully subject to the remedies provided by, the Copyright Act. Notwithstanding the foregoing, provided that the Agreement has not been terminated due to Licensee's breach or default, any Server

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Fixations existing on Servers and/or Ringtone Deliveries existing on Covered Devices as of the expiration of the Agreement may remain on such Servers and Covered Devices; provided, however, that such existing Server Fixations (in addition to the Ringtone Deliveries) may not be further reproduced or distributed after the expiration of the Agreement.

7.2 Notwithstanding, without limiting and in addition to any other remedy that may be available at law or in equity and/or under this Agreement, Licensee understands and agrees that: (a) in the event Licensee fails to account to Licensor and pay royalties provided for in Section 2, Licensor may provide written notice to Licensee in the same manner as provided in Section 115(c)(6) of the Copyright Act that, unless the default is fully remedied within thirty (30) days from the date of the notice, this Agreement and any Licenses issued hereunder will be automatically terminated, and that such termination will render the transmission and/or reproduction or both, of any Composition for which royalties have not been fully paid actionable as an act of infringement under Section 501 of the Copyright Act, and fully subject to the remedies provided by Sections 502 through 506 and 509 the Copyright Act; (b) in the event Licensee is in material breach or default of any of its obligations under this Agreement, Licensor may provide written notice to Licensee in the same manner as provided by Section 115(c)(6) of the Copyright Act that, unless the default is fully remedied within thirty (30) days from the date of the notice, this Agreement and any Licenses issued hereunder will be automatically terminated, and that such termination will render the further transmission and/or reproduction, or both, of any Composition actionable as an act of infringement under Section 501 of the Copyright Act, and fully subject to the remedies provided by Sections 502 through 506 and 509 of the Copyright Act. Licensee further understands and agrees that in the case of infringement, irreparable harm may be presumed, and Licensor shall be entitled as appropriate to injunctive relief, in addition to any other remedy that may be available at law or in equity and/or under this Agreement. For the avoidance of doubt, and without limitation, Licensee's breach of any of the obligations imposed by Sections 2, 5 and 6 of this Agreement shall be considered a material breach of, and default under, this Agreement.

7.3 Except to the extent expressly excused by applicable law, the occurrence of any of the following events shall also be considered a material breach of and default under this Agreement: (a) Licensee's dissolution and/or the liquidation of all of Licensee's assets; (b) the filing of a petition in bankruptcy or insolvency or for an arrangement or reorganization by, for or against Licensee; (c) the appointment of a receiver or trustee for all or a portion of Licensee's assets; (d) Licensee's assignment of assets for the benefit of creditors; (e) Licensee's insolvency; (f) Licensee's lack of a legally valid license, at any time during the Term, for any Musical Works wholly or partially owned or administered by Licensor that are being exploited by Licensee in any manner. Upon the occurrence of any of the events described

in items (a) through (f) of this Subsection 7.3, notwithstanding, without limiting and in addition to any other remedy that may be available at law or in equity and/or under this Agreement, this Agreement and all license authority pursuant to any Licenses granted hereunder shall terminate automatically without the requirement of any further action on the part of Licensor.

7.4 Notwithstanding, without limiting and in addition to any other remedy that may be available at law or in equity and/or under this Agreement, including without limitation the remedies set forth in Subsection 7.2, the breach of any of the provisions set forth in Section 5 shall entitle Licensor to specific performance of such provision and/or to terminate, effective immediately upon the giving of notice, the license authority pursuant to any License granted hereunder.

7.5 Notwithstanding the expiration or termination of this Agreement, Sections 2, 4, 5 and 6 and Subsections 7.1, 7.4, 7.6, 8.2, 8.3, 8.4, 8.5, 8.6 and 8.8 shall to the extent applicable survive and continue to bind the parties and their legal representatives and successors.

7.6 With respect to Ringtones, Ringbacks and any other uses for Covered Devices of any portion of any musical composition owned or controlled by Licensor, Licensee acknowledges and agrees that, as to such portions of such musical compositions, no such uses shall be subject to the provisions of Section 115(c)(3) of the Copyright Law of the United States unless or until so provided by any law, other governmental regulation or judicial decision.

8. Miscellaneous

8.1 Notices. All notices hereunder shall be in writing and shall be deemed effective (a) if provided by hand delivery, upon delivery; (b) if provided by overnight courier, one (1) business day following the date sent; and (c) if provided by registered or certified mail, return receipt requested, five (5) business days following the date mailed. Notices shall be sent to the following addresses:

If to Licensor:

To the address set forth above. Attn: Sr. VP, Legal & Business Affairs. Fax: 310/441-9094.

If to Licensee: REDACTED

To the address set forth above. Attn:
Fax:

REDACTED

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8.2 Publicity. Neither party shall issue any press release or other publicity document concerning this Agreement without the prior written consent of the other party.

8.3 Assignment. This Agreement may not be assigned.

8.4 Entire Agreement; Amendment. This Agreement represents the entire understanding of the parties with respect to the subject matter hereof, supersedes all prior and contemporaneous agreements and understandings of the parties with respect to the subject matter hereof, and may not be altered or amended except in a written instrument executed by both parties.

8.5 Governing Law; Jurisdiction. This Agreement shall be governed by, and construed in accordance with, federal law and/or the laws of the State of New York (without giving effect to conflicts of law principles thereof), as may be applicable. With respect to any action or proceeding arising out of this Agreement, the parties (a) agree that the sole and exclusive venue for such action or proceeding shall be in a court of appropriate jurisdiction located in New York County, New York; (2) agree to the appropriateness of, and waive any objection concerning, the propriety and/or convenience of, proceeding in such venue; and (3) consent to the personal jurisdiction of such court.

8.6 Severability; Waiver. If a court should determine that any part of this Agreement is invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect. Performance of any obligation required of a party hereunder may be waived only by a written waiver signed by a duly authorized officer of the other party, which waiver shall be effective only with respect to the specific obligation described therein.

8.7 Headings. The titles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

8.8 Assistance of Counsel. Each party hereto acknowledges that it has been represented by its own independent counsel, who has reviewed this Agreement and discussed the terms herein with his or her respective client prior to execution.

8.9 Counterparts. This Agreement may be executed in multiple counterparts and delivery of an executed counterpart may be made by facsimile, each such counterpart to be considered and accepted as an original, and all such counterparts together to constitute a single Agreement.

8.10 No Partnership. Nothing herein shall create, expressly or implied, a partnership, joint venture or other association between the parties.

8.11 Confidentiality. Licensee and Licensor agree that all information contained in this license and/or acquired in the course of business shall be kept confidential. Such information shall not be disclosed at any time except to the

extent required by a court or other tribunal having jurisdiction or pursuant to rules and regulations of a governmental body. Notwithstanding the foregoing, the parties acknowledge that in certain situations, such as where a license contains a favored nations provision, the information contained in the license may have to be divulged.

8.12 It is a condition of the grant of this license that no Composition is used in conjunction with any visuals of any motion picture, television series or other production in which the Composition was used as a cue and/or soundtrack composition without the written approval from the owner or licensor of the applicable production or property, nor shall any Composition be used with any images substantially similar to such production or which uses or portrays any of the principal characters or key locations of that production without the written approval from such owner or licensor of the applicable production. In the event that Licensee uses or authorizes such use of the production without the written license of the owner or licensor of the production, then Licensor will be permitted to terminate this license upon giving notice to Licensee without repayment or any monies paid under this license or other liability to Licensee. Licensee must provide Licensor with proof of any such written approval promptly upon request.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date:

REDACTED

THE FAMOUS MUSIC PUBLISHING COMPANIES

By: _____
Print name:
Title: KENT J. KLAVENS
SENIOR VICE PRESIDENT
LEGAL AND BUSINESS AFFAIRS

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REDACTED

EXHIBIT CO 0118

1470
EXECUTED COPY

The Famous Music Publishing Companies
RINGTONE LICENSING AGREEMENT

This agreement ("Agreement") is entered into as of January 1, 2005 ("Effective Date") by and between REDACTED ("Licensee"), and The Famous Music Publishing Companies, 10635 Santa Monica Blvd, Suite #300, Los Angeles, CA 90025 ("Licensor").

WHEREAS, Licensee owns and operates a service pursuant to which excerpts of copyrighted musical compositions ("Musical Works") in the form of Ringtones (as below defined) are digitally reproduced on a central computer server or servers, which Ringtones are subsequently transmitted from such servers and downloaded to Covered Devices (as below defined) ("Service"); and

WHEREAS, in order to operate the Service, Licensee seeks licenses to make Server Fixations (as below defined) and reproduce and distribute Ringtones of Musical Works that are owned and/or controlled wholly or partially by Licensor;

NOW, THEREFORE, in consideration of the promises contained in this Agreement and for other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Licensing

1.1 Pursuant to the terms of this Agreement, and as more particularly described herein, upon receipt of appropriate license requests ("License Requests") from Licensee, Licensor shall issue non-exclusive licenses ("Licenses") to reproduce and distribute Ringtones of Musical Works owned and/or controlled by Licensor (the "Compositions") for use on Licensee's Service in accordance with the terms of this Agreement. The license authority contemplated hereunder and granted pursuant to any License issued hereunder shall include and is limited to: (a) the digital reproduction of Ringtones of Compositions on a central computer server or servers directly owned and/or directly controlled by Licensee and located in the United States (including its territories and possessions and the Commonwealth of Puerto Rico [collectively, the "United States"]) ("Servers"), solely for use in connection with the Service ("Server Fixations"); (b) the digital transmission of Ringtones of Compositions from such Servers for streaming or storage on Covered Devices, solely for use in connection with the Service in the territory of the United States only; (c) the reproduction of Ringtones of Compositions on Covered Devices, solely for use in connection with the Service in the United States only ("Ringtone Deliveries"); and (d) the offering of Promotional Ringtones (as below defined) of Compositions, solely for use in connection with the Service.

For purposes of this Agreement:

A "Ringtone" is an excerpt, not to exceed forty five (:45) seconds, of a Composition that is embodied in either (i) a digital file containing codes representing and capable of being rendered into audio and played back as musical notes constituting the work's melody in either monophonic or polyphonic form ("Phonic Ringtone"), or (ii) a digital file representing an excerpt of no more than forty five (:45) seconds of a sound recording of the Composition ("Pre-Recorded Ringtone"). In both cases, such excerpt is generally intended to be digitally transmitted to and stored in an end user's Covered Device and played by such intended destination Covered Device whenever the Covered Device activates its ringing or alert function indicating the arrival of a call, message or other notification (but no advertisements) received by the Covered Device, and is designed to be played by such Covered Device without any other distribution or transmission. Notwithstanding the foregoing, if the Composition excerpt is intended to be streamed and heard by a caller after such caller dials the end user's Covered Device, indicating to the caller that the end user's Covered Device is receiving their call, such audio-only excerpt may be referred to hereunder as a "Ringback." Unless otherwise specifically provided for herein, all terms and conditions hereunder which apply to Ringtones shall also apply to Ringbacks.

A "Covered Device" shall mean a mobile telephone, pager or other portable communications device with a telephonic or messaging function that operates on a wireless communications network regulated by the U.S. Federal Communications Commission pursuant to its rules governing commercial mobile radio services.

A "Promotional Ringtone" shall mean a digital transmission of a Ringtone in streamed form made available to a prospective purchaser free of charge and solely for the purpose of promoting the sale of the Ringtone, and that does not result in a reproduction of any part or all of the Ringtone that is accessible except by such prospective purchaser for an intended one-time promotional playback through the operation of a Covered Device or other device.

"Audiovisual" shall mean synchronized with a visual image (including graphics and/or any other type of imagery) when activated (as described above) on a Covered Device. Notwithstanding the foregoing, if a Covered Device lights up or vibrates in order to notify the consumer of an incoming call, such activity shall not constitute synchronization.

Any arrangements which Licensee shall cause to be made of the Compositions shall be made at Licensee's own expense and shall be created only as the result of employment-for-hire, and such arrangements shall be considered "works made for hire" as such term is used in the United States Copyright Law, and all copyrights therein and all renewals, extensions and reversions thereof throughout the world shall be owned by Licensor, subject to

Licensee's use under this agreement. Arrangers shall not be entitled to authorship credit or status as a collaborator or any remuneration by way of royalty or otherwise from the authors of such Composition or from Licensor or any other designated agents of Licensor or from any society representing composer/publisher interests. This license does not authorize the creation of any recordings which deliberately imitate the featured and commercially exploited vocal performance by an artist of a Composition.

Licensee shall have the right to use up to thirty seconds (:30) of each Composition in a "streamed" digital audio transmission from Licensee's website for the sole purpose of providing consumers with Ringtone samples.

Nothing in this License shall be interpreted or construed in any manner to suggest that Licensee is being granted a license to use sound recordings embodying Compositions. All sound recordings must be cleared prior to any uses of such Compositions (if the sound recordings are owned and/or controlled by third parties).

1.2 All Licenses are subject to prior approval of Licensor. Licensee shall remove a Composition from all of Licensee's servers (and from any other location which allows access to such Composition) within seventy two (72) hours from Licensee's receipt of Licensor's written notice requesting such removal, if such request is due to any type of legal issue relating to the Composition, or a request from the composer (or representative of a composer), owner and/or co-publisher of a Composition.

1.3 Following execution of this Agreement, Licensee may begin submitting License Requests to Licensor (to the attention of Mary Beth Roberts, VP Catalog Development, The Famous Music Publishing Companies, 1633 Broadway, 11th Floor, NY NY 10019, or via email to mary_beth_roberts@paramount.com), which License Requests shall be duly processed by Licensor. Without limitation, Licensee shall include in each License Request (a) the title of the Composition for which a License is being requested; (b) the writer(s) of the Composition; (c) the publisher(s) of the Composition; and (d) whether the Ringtone is a Phonic Ringtone and/or a Pre-Recorded Ringtone and/or a Ringback, (e) the name of the record company that produced the sound recording embodied in a Pre-Recorded Ringtone; (f) the name of the artist; (g) the ISRC number for such sound recording; (h) the total playing time of the Ringtone; (i) the title of an album for which such sound recording has been previously licensed; (j) whether the ringtone is audio-only or audiovisual; and (k) such other information as may be required by Licensor.

1.4 Upon Licensee's request, Licensor shall provide Licensee with an electronic file specifying the Licenses issued under this Agreement (each such report a "Confirmation Report"). To aid Licensee in the calculation of royalties, with

respect to each License, such Confirmation Report shall include, *inter alia*, Licensor's total administrative percentage share of each Composition.

1.5 For the avoidance of doubt, and without limitation, the Licenses granted hereunder do not extend to or cover: (a) any right of public performance (Licensee must obtain the necessary performing rights licenses either from Licensor's duly authorized performing rights societies or Licensor); (b) any copyrights or other rights in sound recordings and/or visual images; (c) any print, display or karaoke rights; (d) any adaptation (derivative work) rights; (e) any merchandising rights; (f) any use of a Composition (whether or not embodied in a sound recording) for a marketing campaign, product tie-in, game or contest or otherwise to advertise, promote or cross-promote any product or service; (g) any use of the title of a Composition, or the name or likeness of any writer, publisher or artist associated with a Composition, except for identification purposes as described in Section 4; (h) use of the lyrics of the Compositions in conjunction with Phonic Ringtones; or (i) any other use of a Composition not specifically and expressly provided for herein. No Composition shall be used in any manner which could be considered in bad taste or in an offensive manner. Licensee shall not use the Compositions in any manner which brings Licensor, any of the composers of the Compositions, or any co-publisher into public disrepute or which reflects adversely on the Compositions. Compositions shall not be isolated or positioned in any way which can be construed as advertising or promoting any product or service (including Licensee). **The license authority under any License issued hereunder is limited to and granted solely with respect to Licensor's administrative share of the Compositions (ie, if Licensor does not administer 100% of a Composition, Licensee must seek and obtain a license from all other third parties who have an interest in such Composition prior to any use of such Composition by Licensee).**

1.6 The license authority contemplated by this Agreement and granted pursuant to any License issued hereunder is limited to Licensee and may not be sublicensed, assigned or otherwise transferred by Licensee except to the extent expressly permitted hereunder.

1.7 It is a condition of the grant of this License that no Composition is positioned or used in conjunction with any visuals and/or property from any motion picture, television series or other production in which such Composition was used as a cue and/or soundtrack composition (or with any images substantially similar to such production or which uses or portrays any of the principal characters or key locations of that production) without further negotiation and license from the owner(s) (or licensor(s)) of the applicable production or property.

2. Reporting and Payment of Royalties

2.1 Licensee shall pay to Licensor an advance of REDACTED to be recoupable against royalties (but not Initial Server Fixation fees) described hereunder.

2.2 Licensee shall account and pay royalties to Licensor quarterly, within forty-five (45) days after the end of each calendar quarter, on the basis of (a) the initial server fixation of each audio-only Phonic Ringtone, Audiovisual Phonic Ringtone, audio-only Pre-Recorded Ringtone, Audiovisual Pre-Recorded Ringtone, audio-only Ringback and/or Audiovisual Ringback of a Composition made on any Server (see paragraph 2.3 for more detail) ("Initial Server Fixation"); and (b) each Ringtone delivery in the form of an audio-only Phonic Ringtone ("audio-only Phonic Ringtone Delivery"), Audiovisual Phonic Ringtone ("Audiovisual Phonic Ringtone), audio-only Pre-Recorded Ringtone ("audio-only Pre-Recorded Ringtone Delivery"), Audiovisual Pre-Recorded Ringtone ("Audiovisual Pre-Recorded Ringtone Delivery") and/or Ringback ("Ringback Delivery"). Licensee shall provide Licensor with detailed quarterly statements ("Statements") in electronic or written form in accordance with the format specified by Licensor ("Reporting Format"), whether or not any monies are due to Licensor. With respect to each quarterly reporting period, for each License, Licensee shall specifiy in its Statement (i) the Initial Server Fixation fee (if one is due) for each new Composition added to Licensee's schedule; (ii) the total number of Phonic Ringtone Deliveries and/or total number of Pre-Recorded Ringtone Deliveries (with Ringbacks reported separately from other Ringtones) for each Composition; (iii) the particular retail outlet through which each Ringtone Delivery was made; (iv) the total royalty amount being paid for Initial Server Fixations; (v) the total royalty amount being paid for the Phonic Ringtone Deliveries and/or Pre-Recorded Ringtone Deliveries; and (vi) such other information as may be required by Licensor from time to time. Any royalty computations based upon a percentage of gross revenues generated from Licensee's website (pursuant to paragraph 2.4 below) shall also be reported to Licensor on a quarterly basis. Without limiting Licensor's rights and remedies hereunder, at law or in equity, (i) past-due payments are subject to and to be accompanied by payment of interest thereon at the prime rate found in the Wall Street Journal on the due date plus two percent (2%), compounded daily, from the date(s) upon which each such payment(s) first became due until the date(s) upon which each such payment(s) is remitted to Licensor.

Statements/Accountings/Payments shall be made to:

Famous Music Corporation

10635 Santa Monica Blvd., Suite $300

Los Angeles, CA 90025

Attn: Sr. VP, Finance

2.3 INITIAL SERVER FIXATION: For each Initial Server Fixation, the fixation fee (non-recoupable) shall be:

(a) REDACTED per each version of a Composition for audio-only Ringtones (for example, if both a Phonic and a Pre-Recorded version of a Composition are found on Licensee's server, Licensee shall remit a Initial Server Fixation fee);

(b) REDACTED per each version of a Composition for Audiovisual Ringtones (for example, if both a Phonic and a Pre-Recorded Audiovisual version of a Composition are found on Licensee's server, Licensee shall remit a Initial Server Fixation fee); and

(c) REDACTED per each version of a Composition for Ringback use (for example, if both a Phonic Ringtone and a Pre-Recorded Ringback version of a Composition are found on Licensee's server, Licensee shall remit a Initial Server Fixation fee);

provided, however, that these amounts shall be proportionately reduced to the extent that Licensor own(s) or control(s) less than 100% of the Composition.

2.4 ROYALTIES:

(a) For each audio-only Phonic Ringtone Delivery or Ringback Delivery of a Composition, the royalty shall be the greater of REDACTED REDACTED of the retail Ringtone selling price to consumers; or (iii) of the gross revenues generated (prorated among all publishers) from Licensee's website.

(b) For each audio-only Pre-Recorded Ringtone Delivery or Ringback Delivery of a Composition, the royalty shall be the greater of REDACTED of the retail Ringtone selling price to consumers; or of the gross revenues generated (prorated among all publishers) from Licensee's website.

(c) For each Audiovisual Phonic Ringtone Delivery of a Composition, the royalty shall be the greater of REDACTED of the retail Ringtone selling price to consumers; or of the gross revenues generated (prorated among all publishers) from Licensee's website.

(d) For each Audiovisual Pre-Recorded Ringtone Delivery of a Composition, the royalty shall be the greater of REDACTED of the retail Ringtone selling price to consumers; or REDACTED of the gross

revenues generated (prorated among all publishers) from Licensee's website.

Gross revenues include payment of any kind received by Licensee from advertising found on the Ringtone portion of Licensee's website. These per-Composition royalty amounts shall be proportionately reduced to the extent that Licensor own(s) or control(s) less than 100% of a Composition.

2.5 If pursuant to any future law, other governmental regulation or judicial decision Ringtone Deliveries are determined to be digital downloads subject to statutory digital download rates and such statutory digital download rates are higher than the royalty rates found herein, the statutory digital download rates will apply to this License on the effective statutory rate date, if such effective date falls during the Term.

2.6 In the event that a third party (1) music publisher; (2) master recording owner; (3) audiovisual/graphics content provider; and/or (4) non-musical ringtone provider agree with Licensee to any terms (including terms with respect to compensation or consideration) more favorable than those applicable hereunder, then effective as of the date of such third party agreement, this license shall be deemed amended to include such more favorable terms. Upon request, Licensee shall provide Licensor with either copies of the third party agreements or the relevant royalty provisions thereof.

3. Term

3.1 The term of this Agreement shall commence as of the Effective Date and terminate three (3) years from the Effective Date (the "Term").

3.2 Upon expiration of the Term, if Licensee wishes to renew this Agreement for an additional one (1) year term, it shall notify Licensor of such desire not later than a date three (3) months prior to the end of the Term. Such notification shall include proposed terms for any such renewal. Any renewal shall be subject to the approval of Licensor, and Licensor reserves the right to propose changes to administrative and other aspects of the Agreement as it deems appropriate. Proposed changes must be approved in writing by Licensor.

3.3 Notwithstanding any of the foregoing, Licensor shall have the right for any reason whatsoever to automatically terminate this License no earlier than two (2) years from the Effective Date, but only upon thirty (30) days written notice to Licensee.

4. Writer/Publisher Credit

Licensee shall, to the extent commercially reasonable, include in any graphics and/or imagery displayed in connection with the play of any Audiovisual Ringtone of a Composition written credit in legible form setting forth the names of the Licensor's writer(s) and publisher(s) of such Composition. Additionally, Licensor's writer(s) and publisher(s) of each Composition offered by Licensee as a Ringtone must be displayed on Licensee's website. Inadvertent failure by Licensee to post such notice shall not be considered a breach of this license if Licensee cures such failure within ten (10) business days of receipt of written notice from Licensor.

5. Security

5.1 In connection with the use of any Composition, Licensee shall implement and maintain copy protection and digital rights management technology and systems, including software and/or hardware functional limitations (collectively, "Security Systems") with respect to all aspects of the Service, including without limitation its Servers and operating systems, that (a) are designed to prevent unauthorized reproduction and distribution of the Composition, in the form of Ringtones or otherwise; (b) are sufficient to track and enforce the use limitations contemplated by this Agreement; and (c) meet or exceed current industry standards as they exist from time to time for the licensed delivery of music via digital transmission and its reproduction on devices including, without limitation, Covered Devices.

5.2 In the event it becomes aware of a breach of Licensee's Security Systems ("Security Breach"), whether through its own monitoring efforts, upon being advised by another party (including Licensor) or otherwise, Licensee shall use its best efforts to resolve the Security Breach and restore the full integrity of its Security Systems as quickly as possible. If a solution to the Security Breach is not immediately available (i.e., cannot be implemented within twenty-four (24) hours from the time Licensee becomes aware of the Security Breach), Licensee shall (a) promptly notify Licensor of the Security Breach in writing (unless Licensee learned of the breach from Licensor); and (b) cease all further digital transmission and/or reproduction of Compositions to the extent such activities are or could possibly be affected by the Security Breach, pending full resolution of the Security Breach. In such a case, Licensee (x) shall keep Licensor reasonably apprised of the status of its efforts to resolve the Security Breach; and (y) shall not resume the activities that were suspended pursuant to this Subsection 5.2 until the full integrity of its Security Systems has been restored.

5.3 To the extent Licensee employs third-party technology in order to operate, Licensee shall use its best efforts to maintain and upgrade such technology by (a) diligently monitoring any third-party notifications of bug-fixes, security holes and functionality improvements; and (b) obtaining any available

upgrades and bug-fixes, and installing, testing and distributing such upgrades and bug-fixes as necessary so as to maintain the integrity of its Security Systems.

5.4 Licensee shall use its best efforts to prevent any unauthorized digital transmissions and reproductions of Compositions by operators and users of the Service and/or in any facility, on any device (including Covered Devices), or by any person under the supervision and/or control of Licensee.

6. Royalty and Security Compliance

6.1 Notwithstanding, without limiting and in addition to the general right of Licensor pursuant to industry custom and practice to examine the books and records of Licensee in connection with Licensee's use of the Compositions, Licensor shall be entitled, upon thirty (30) days' notice to Licensee, to conduct an examination of the books, records, operations and Security Systems of Licensee ("Royalty and Security Examination") to determine whether Licensee is in compliance with its reporting, royalty and security obligations under this Agreement. Absent a good-faith basis to believe that Licensee is not in compliance with such obligations, Licensor shall not seek to initiate a Royalty and Security Examination more than once every twelve (12) months or more than six (6) years following the termination of this Agreement.

6.2 During the course of a Royalty and Security Examination, upon request by Licensor or an examiner acting on its behalf, Licensee shall, within three (3) business days (a) provide access to any information that may be called for by such request, including without limitation any (i) books, records, files, logs, reports, compilations, usage data and other documentation, whether in paper or electronic form, that were or could be used or required to generate or verify Licensee's Statements and/or that reflect or summarize Licensees' Statements and/or that verify that all provisions of this license are being complied with by Licensee; (ii) financial information, including books, records, ledgers, reports, and other documentation, reflecting cash receipts and general revenue accounts to the extent such information relates directly or indirectly to the activities licensed under this Agreement; and (iii) files, logs, reports, compilations, testing and monitoring data and other documentation related to and/or reflecting the operation and integrity of Licensee's Security Systems (such information, along with the information described in the items (a)(i) and (a)(ii) of this Subsection 6.2, collectively referred to as "Documentation"); and (b) through the assistance of personnel who are familiar with the technical and operational aspects of Licensee's computer, hardware, software, Security Systems (collectively, "Operational Systems") who are to be made available by Licensee, provide real-time and/or historical access to such Operational Systems, as requested, sufficient to permit Licensor or its examiner(s) to

conduct meaningful tests and analysis to verify that (i) the Operational Systems are properly and accurately tracking and reporting the use of the Compositions, and royalties payable therefor, as contemplated by the terms of this Agreement; and (ii) the Operational Systems are in compliance with the security requirements set forth in Section 5 of this Agreement. Licensee shall provide the information, systems access and personnel required by this Subsection 6.2 free of charge and, unless otherwise agreed by Licensor or its examiner(s), at Licensee's place of business.

6.3 During the course of and/or following completion of the Royalty and Security Examination, upon request by Licensor or an examiner acting on its behalf, Licensee shall make available company personnel at an appropriate level of seniority and/or technical ability to discuss and/or resolve particular issues and findings arising out of such examination.

6.4 Licensee shall maintain any and all Documentation that reasonably might be expected to be relevant to Licensor's conduct of a Royalty and Security Examination for a period of at least six (6) years following the expiration or termination of this Agreement, unless there is a Royalty and Security Examination in progress or not fully resolved as of the expiration of such period, in which case the Documentation shall be maintained until the Royalty and Security Examination is fully resolved to the satisfaction of Licensor.

6.5 If a royalty examination reveals a nonpayment or underpayment of royalties due to Licensor, the amounts determined to be owing shall be subject to interest payable at the rate of prime plus two percent (2%) compounded daily calculated from the date the royalties were due to be paid under the applicable reporting period to the date of ultimate payment to Licensor.

7. Termination/Default

7.1 All license authority pursuant to Licenses issued hereunder shall terminate upon the expiration or termination of this Agreement (unless such Licenses are renewed pursuant to a renewal of this Agreement as contemplated under Section 3, in which case the terms of renewal shall apply as appropriate), and any further transmission and/or reproduction of any Composition after the expiration of this Agreement shall be prohibited and actionable as an act of infringement under, and fully subject to the remedies provided by, the Copyright Act. Notwithstanding the foregoing, provided that the Agreement has not been terminated due to Licensee's breach or default, any Server Fixations existing on Servers and/or Ringtone Deliveries existing on Covered Devices as of the expiration of the Agreement may remain on such Servers and Covered Devices; provided, however, that such existing Server Fixations (in addition to the Ringtone Deliveries) may not be further reproduced or distributed after the expiration of the Agreement.

7.2 Notwithstanding, without limiting and in addition to any other remedy that may be available at law or in equity and/or under this Agreement, Licensee understands and agrees that: (a) in the event Licensee fails to account to Licensor and pay royalties provided for in Section 2, Licensor may provide written notice to Licensee in the same manner as provided in Section 115(c)(6) of the Copyright Act that, unless the default is fully remedied within thirty (30) days from the date of the notice, this Agreement and any Licenses issued hereunder will be automatically terminated, and that such termination will render the transmission and/or reproduction or both, of any Composition for which royalties have not been fully paid actionable as an act of infringement under Section 501 of the Copyright Act, and fully subject to the remedies provided by Sections 502 through 506 and 509 the Copyright Act; (b) in the event Licensee is in material breach or default of any of its obligations under this Agreement, Licensor may provide written notice to Licensee in the same manner as provided by Section 115(c)(6) of the Copyright Act that, unless the default is fully remedied within thirty (30) days from the date of the notice, this Agreement and any Licenses issued hereunder will be automatically terminated, and that such termination will render the further transmission and/or reproduction, or both, of any Composition actionable as an act of infringement under Section 501 of the Copyright Act, and fully subject to the remedies provided by Sections 502 through 506 and 509 of the Copyright Act. Licensee further understands and agrees that in the case of infringement, irreparable harm may be presumed, and Licensor shall be entitled as appropriate to injunctive relief, in addition to any other remedy that may be available at law or in equity and/or under this Agreement. For the avoidance of doubt, and without limitation, Licensee's breach of any of the obligations imposed by Sections 2, 5 and 6 of this Agreement shall be considered a material breach of, and default under, this Agreement.

7.3 To the extent permitted by applicable law, and without limitation, the occurrence of any of the following events shall also be considered a material breach of and default under this Agreement: (a) Licensee's dissolution and/or the liquidation of all of Licensee's assets; (b) the filing of a petition in bankruptcy or insolvency or for an arrangement or reorganization by, for or against Licensee; (c) the appointment of a receiver or trustee for all or a portion of Licensee's assets; (d) Licensee's assignment of assets for the benefit of creditors; and (e) Licensee's insolvency. Upon the occurrence of any of the events described in items (a) through (e) of this Subsection 7.3, notwithstanding, without limiting and in addition to any other remedy that may be available at law or in equity and/or under this Agreement, this Agreement and all license authority pursuant to any Licenses granted hereunder shall terminate automatically without the requirement of any further action on the part of Licensor.

7.4 Notwithstanding, without limiting and in addition to any other remedy that may be available at law or in equity and/or under this Agreement, including without limitation the remedies set forth in Subsection 7.2, the breach of any

of the provisions set forth in Section 5 shall entitle Licensor to specific performance of such provision and/or to terminate, effective immediately upon the giving of notice, the license authority pursuant to any License granted hereunder.

7.5 Notwithstanding the expiration or termination of this Agreement, Sections 2, 4, 5 and 6 and Subsections 7.1, 7.4, 7.6, 8.2, 8.3, 8.4, 8.5, 8.6 and 8.8 shall to the extent applicable survive and continue to bind the parties and their legal representatives and successors.

7.6 With respect to Ringtones, Ringbacks and any other uses for Covered Devices of any portion of any musical composition owned or controlled by Licensor, Licensee acknowledges and agrees that, as to such portions of such musical compositions, no such uses shall be subject to the provisions of Section 115(c)(3) of the Copyright Law of the United States unless or until so provided by any law, other governmental regulation or judicial decision.

8. Miscellaneous

8.1 Notices. All notices hereunder shall be in writing and shall be deemed effective (a) if provided by hand delivery, upon delivery; (b) if provided by overnight courier, one (1) business day following the date sent; and (c) if provided by registered or certified mail, return receipt requested, five (5) business days following the date mailed. Notices shall be sent to the following addresses:

If to Licensor:

To the address set forth above. Attn: Sr. VP, Legal & Business Affairs. Fax: 310/441-9094.

If to Licensee:

To the address set forth above. Attn: _____.
Fax: _____.

8.2 Publicity. Neither party shall issue any press release or other publicity document concerning this Agreement without the prior written consent of the other party.

8.3 Assignment. This Agreement may not be assigned.

8.4 Entire Agreement; Amendment. This Agreement represents the entire understanding of the parties with respect to the subject matter hereof, supersedes all prior and contemporaneous agreements and understandings of the parties with respect to the subject matter hereof, and may not be altered or amended except in a written instrument executed by both parties.

8.5 Governing Law; Jurisdiction. This Agreement shall be governed by, and construed in accordance with, federal law and/or the laws of the State of New York (without giving effect to conflicts of law principles thereof), as may be applicable. With respect to any action or proceeding arising out of this Agreement, the parties (a) agree that the sole and exclusive venue for such action or proceeding shall be in a court of appropriate jurisdiction located in New York County, New York; (2) agree to the appropriateness of, and waive any objection concerning, the propriety and/or convenience of, proceeding in such venue; and (3) consent to the personal jurisdiction of such court.

8.6 Severability; Waiver. If a court should determine that any part of this Agreement is invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect. Performance of any obligation required of a party hereunder may be waived only by a written waiver signed by a duly authorized officer of the other party, which waiver shall be effective only with respect to the specific obligation described therein.

8.7 Headings. The titles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

8.8 Assistance of Counsel. Each party hereto acknowledges that it has been represented by its own independent counsel, who has reviewed this Agreement and discussed the terms herein with his or her respective client prior to execution.

8.9 Counterparts. This Agreement may be executed in multiple counterparts and delivery of an executed counterpart may be made by facsimile, each such counterpart to be considered and accepted as an original, and all such counterparts together to constitute a single Agreement.

8.10 No Partnership. Nothing herein shall create, expressly or implied, a partnership, joint venture or other association between the parties.

8.11 Confidentiality. Licensee and Licensor agree that all information contained in this license and/or acquired in the course of business shall be kept confidential. Such information shall not be disclosed at any time except to the extent required by a court or other tribunal having jurisdiction or pursuant to rules and regulations of a governmental body. Notwithstanding the foregoing, the parties acknowledge that in certain situations, such as where a license contains a favored nations provision, the information contained in the license may have to be divulged.

8.12 It is a condition of the grant of this license that no Composition is used in conjunction with any visuals of any motion picture, television series or other production in which the Composition was used as a cue and/or soundtrack composition without the written approval from the owner or licensor of the applicable production or property, nor shall any Composition be used with any images substantially similar to such production or which uses or portrays any

of the principal characters or key locations of that production without the written approval from such owner or licensor of the applicable production. In the event that Licensee uses or authorizes such use of the production without the written license of the owner or licensor of the production, then Licensor will be permitted to terminate this license upon giving notice to Licensee without repayment or any monies paid under this license or other liability to Licensee. Licensee must provide Licensor with proof of any such written approval promptly upon request.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date:

LICENSEE

_____ REDACTED

By: _____
Print name:
Title:

THE FAMOUS MUSIC PUBLISHING COMPANIES

By: _____
Print name:
Title:

EXHIBIT CO 0119

#5219

EXECUTED COPY

The Famous Music Publishing Companies
RINGTONE LICENSING AGREEMENT

This agreement ("Agreement") is entered into as of November 19, 2004 ("Effective Date") by and between **Redacted** ("Licensee") and The Famous Music Publishing Companies, 10635 Santa Monica Blvd, Suite #300, Los Angeles, CA 90025 ("Licensor").

WHEREAS, Licensee owns and operates a service pursuant to which excerpts of copyrighted musical compositions ("Musical Works") in the form of Ringtones (as below defined) are digitally reproduced on a central computer server or servers, which Ringtones are subsequently transmitted from such servers and downloaded to Covered Devices (as below defined) ("Service"); and

WHEREAS, in order to operate the Service, Licensee seeks licenses to make Server Fixations (as below defined) and reproduce and distribute Ringtones of Musical Works that are owned and/or controlled wholly or partially by Licensor;

NOW, THEREFORE, in consideration of the promises contained in this Agreement and for other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Licensing

1.1 Pursuant to the terms of this Agreement, and as more particularly described herein, upon receipt of appropriate license requests ("License Requests") from Licensee, Licensor shall issue non-exclusive licenses ("Licenses") to reproduce and distribute Ringtones of Musical Works owned and/or controlled by Licensor (the "Compositions") for use on Licensee's Service in accordance with the terms of this Agreement. The license authority contemplated hereunder and granted pursuant to any License issued hereunder shall include and is limited to: (a) the digital reproduction of Ringtones of Compositions on a central computer server or servers directly owned and/or directly controlled by Licensee and located in the **United States (including its territories and possessions and the Commonwealth of Puerto Rico) and Canada [collectively, the "Territory"]** ("Servers"), solely for use in connection with the Service ("Server Fixations"); (b) the digital transmission of Ringtones of Compositions from such Servers for streaming or storage on Covered Devices, solely for use in connection with the Service in the Territory only; (c) the reproduction of Ringtones of Compositions on Covered Devices, solely for use in connection with the Service in the Territory only ("Ringtone Deliveries"); and (d) the offering of Promotional Ringtones (as below defined) of Compositions, solely for use in connection with the Service.

Redacted

For purposes of this Agreement:

A "Ringtone" is an excerpt, not to exceed forty five (:45) seconds, of a Composition that is embodied in either (i) a digital file containing codes representing and capable of being rendered into audio and played back as musical notes constituting the work's melody in either monophonic or polyphonic form ("Phonic Ringtone"), or (ii) a digital file representing an excerpt of no more than forty five (:45) seconds of a sound recording of the Composition ("Pre-Recorded Ringtone"). In both cases, such excerpt is generally intended to be digitally transmitted to and stored in an end user's Covered Device and played by such intended destination Covered Device whenever the Covered Device activates its ringing or alert function indicating the arrival of a call, message or other notification (but no advertisements) received by the Covered Device, and is designed to be played by such Covered Device without any other distribution or transmission. Notwithstanding the foregoing, if the Composition excerpt is intended to be streamed and heard by a caller after such caller dials the end user's Covered Device, indicating to the caller that the end user's Covered Device is receiving their call, such audio-only excerpt may be referred to hereunder as a "Ringback." Unless otherwise specifically provided for herein, all terms and conditions hereunder which apply to Ringtones shall also apply to Ringbacks.

A "Covered Device" shall mean a mobile telephone, pager or other portable communications device with a telephonic or messaging function that operates on a wireless communications network regulated by the U.S. Federal Communications Commission pursuant to its rules governing commercial mobile radio services.

A "Promotional Ringtone" shall mean a digital transmission of a Ringtone in streamed form made available to a prospective purchaser free of charge and solely for the purpose of promoting the sale of the Ringtone, and that does not result in a reproduction of any part or all of the Ringtone that is accessible except by such prospective purchaser for an intended one-time promotional playback through the operation of a Covered Device or other device.

"Audiovisual" shall mean synchronized with a visual image (including graphics and/or any other type of imagery) when activated (as described above) on a Covered Device. Notwithstanding the foregoing, if a Covered Device lights up or vibrates in order to notify the consumer of an incoming call, such activity shall not constitute synchronization.

Any arrangements which Licensee shall cause to be made of the Compositions shall be made at Licensee's own expense and shall be created only as the result of employment-for-hire, and such arrangements shall be considered "works made for hire" as such term is used in the United States Copyright Law, and all copyrights therein and all renewals, extensions and reversions thereof throughout the world shall be owned by Licensor, subject to

Licensee's use under this agreement. Arrangers shall not be entitled to authorship credit or status as a collaborator or any remuneration by way of royalty or otherwise from the authors of such Composition or from Licensor or any other designated agents of Licensor or from any society representing composer/publisher interests. This license does not authorize the creation of any recordings which deliberately imitate the featured and commercially exploited vocal performance by an artist of a Composition.

Licensee shall have the right to use up to thirty seconds (:30) of each Composition in a "streamed" digital audio transmission from Licensee's website for the sole purpose of providing consumers with Ringtone samples.

Nothing in this License shall be interpreted or construed in any manner to suggest that Licensee is being granted a license to use sound recordings embodying Compositions. All sound recordings must be cleared prior to any uses of such Compositions (if the sound recordings are owned and/or controlled by third parties).

1.2 All Licenses are subject to prior approval of Licensor. Licensee shall remove a Composition from all of Licensee's servers (and from any other location which allows access to such Composition) within seventy two (72) hours from Licensee's receipt of Licensor's written notice requesting such removal, if such request is due to any type of legal issue relating to the Composition, or a request from the composer (or representative of a composer), owner and/or co-publisher of a Composition.

1.3 Following execution of this Agreement, Licensee may begin submitting License Requests to Licensor (to the attention of Mary Beth Roberts, VP Catalog Development, The Famous Music Publishing Companies, 1633 Broadway, 11th Floor, NY NY 10019, or via email to mary_beth_roberts@paramount.com), which License Requests shall be duly processed by Licensor. Without limitation, Licensee shall include in each License Request (a) the title of the Composition for which a License is being requested; (b) the writer(s) of the Composition; (c) the publisher(s) of the Composition; and (d) whether the Ringtone is a Phonic Ringtone and/or a Pre-Recorded Ringtone and/or a Ringback, (e) the name of the record company that produced the sound recording embodied in a Pre-Recorded Ringtone; (f) the name of the artist; (g) the ISRC number for such sound recording; (h) the total playing time of the Ringtone; (i) the title of an album for which such sound recording has been previously licensed; (j) whether the ringtone is audio-only or audiovisual; and (k) such other information as may be required by Licensor.

1.4 Upon Licensee's request, Licensor shall provide Licensee with an electronic file specifying the Licenses issued under this Agreement (each such report a "Confirmation Report"). To aid Licensee in the calculation of royalties, with

respect to each License, such Confirmation Report shall include, *inter alia*, Licensor's total administrative percentage share of each Composition.

1.5 For the avoidance of doubt, and without limitation, the Licenses granted hereunder do not extend to or cover: (a) any right of public performance (Licensee must obtain the necessary performing rights licenses either from Licensor's duly authorized performing rights societies or Licensor); (b) any copyrights or other rights in sound recordings and/or visual images; (c) any print, display or karaoke rights; (d) any adaptation (derivative work) rights; (e) any merchandising rights; (f) any use of a Composition (whether or not embodied in a sound recording) for a marketing campaign, product tie-in, game or contest or otherwise to advertise, promote or cross-promote any product or service; (g) any use of the title of a Composition, or the name or likeness of any writer, publisher or artist associated with a Composition, except for identification purposes as described in Section 4; (h) use of the lyrics of the Compositions in conjunction with Phonic Ringtones; or (i) any other use of a Composition not specifically and expressly provided for herein. No Composition shall be used in any manner which could be considered in bad taste or in an offensive manner. Licensee shall not use the Compositions in any manner which brings Licensor, any of the composers of the Compositions, or any co-publisher into public disrepute or which reflects adversely on the Compositions. Compositions shall not be isolated or positioned in any way which can be construed as advertising or promoting any product or service (including Licensee). **The license authority under any License issued hereunder is limited to and granted solely with respect to Licensor's administrative share of the Compositions (ie, if Licensor does not administer 100% of a Composition, Licensee must seek and obtain a license from all other third parties who have an interest in such Composition prior to any use of such Composition by Licensee).**

1.6 The license authority contemplated by this Agreement and granted pursuant to any License issued hereunder is limited to Licensee and may not be sublicensed, assigned or otherwise transferred by Licensee except to the extent expressly permitted hereunder.

1.7 It is a condition of the grant of this License that no Composition is positioned or used in conjunction with any visuals and/or property from any motion picture, television series or other production in which such Composition was used as a cue and/or soundtrack composition (or with any images substantially similar to such production or which uses or portrays any of the principal characters or key locations of that production) without further negotiation and license from the owner(s) (or licensor(s)) of the applicable production or property.

2. Reporting and Payment of Royalties

2.1 Licensee shall pay to Licensor an advance of **Redacted** to be recoupable against royalties (but not Initial Server Fixation fees) described hereunder, due no later than Decem~~ber 31,~~ 2004. March 1, 2001

2.2 Licensee shall account and pay royalties to Licensor quarterly, within forty-five (45) days after the end of each calendar quarter, on the basis of (a) the initial server fixation of each audio-only Phonic Ringtone, Audiovisual Phonic Ringtone, audio-only Pre-Recorded Ringtone, Audiovisual Pre-Recorded Ringtone, audio-only Ringback and/or Audiovisual Ringback of a Composition made on any Server (see paragraph 2.3 for more detail) ("Initial Server Fixation"); and (b) each Ringtone delivery in the form of an audio-only Phonic Ringtone ("audio-only Phonic Ringtone Delivery"), Audiovisual Phonic Ringtone ("Audiovisual Phonic Ringtone), audio-only Pre-Recorded Ringtone ("audio-only Pre-Recorded Ringtone Delivery"), Audiovisual Pre-Recorded Ringtone ("Audiovisual Pre-Recorded Ringtone Delivery") and/or Ringback ("Ringback Delivery"). Licensee shall provide Licensor with detailed quarterly statements ("Statements") in electronic or written form in accordance with the format specified by Licensor ("Reporting Format"), whether or not any monies are due to Licensor. With respect to each quarterly reporting period, for each License, Licensee shall specifiy in its Statement (i) the Initial Server Fixation fee (if one is due) for each new Composition added to Licensee's schedule; (ii) the total number of Phonic Ringtone Deliveries and/or total number of Pre-Recorded Ringtone Deliveries (with Ringbacks reported separately from other Ringtones) for each Composition; (iii) the particular retail outlet through which each Ringtone Delivery was made; (iv) the total royalty amount being paid for Initial Server Fixations; (v) the total royalty amount being paid for the Phonic Ringtone Deliveries and/or Pre-Recorded Ringtone Deliveries; and (vi) such other information as may be required by Licensor from time to time. Any royalty computations based upon a percentage of gross revenues generated from Licensee's website (pursuant to paragraph 2.4 below) shall also be reported to Licensor on a quarterly basis. Without limiting Licensor's rights and remedies hereunder, at law or in equity, (i) past-due payments are subject to and to be accompanied by payment of interest thereon at the prime rate found in the Wall Street Journal on the due date plus two percent (2%), compounded daily, from the date(s) upon which each such payment(s) first became due until the date(s) upon which each such payment(s) is remitted to Licensor.

Statements/Accountings/Payments shall be made to:

Famous Music Corporation

10635 Santa Monica Blvd., Suite $300

Los Angeles, CA 90025

Attn: Sr. VP, Finance

2.3 INITIAL SERVER FIXATION: For each Initial Server Fixation, the fixation fee (non-recoupable) shall be:

(a) Redacted per each version of a Composition for audio-only Ringtones (for example, if both a Phonic and a Pre-Recorded version of a Composition are found on Licensee's server, Licensee shall remit a Redacted Initial Server Fixation fee);

(b) Redacted per each version of a Composition for Audiovisual Ringtones (for example, if both a Phonic and a Pre-Recorded Audiovisual version of a Composition are found on Licensee's server, Licensee shall remit a Redacted Initial Server Fixation fee); and

(c) Redacted per each version of a Composition for Ringback use (for example, if both a Phonic Ringtone and a Pre-Recorded Ringback version of a Composition are found on Licensee's server, Licensee shall remit a Redacted Initial Server Fixation fee);

provided, however, that these amounts shall be proportionately reduced to the extent that Licensor own(s) or control(s) less than 100% of the Composition.

2.4 ROYALTIES:

(a) For each audio-only Phonic Ringtone Delivery or Ringback Delivery of a Composition, the royalty shall be the greater of Redacted Redacted of the retail Ringtone selling price to consumers; or of the gross revenues generated by Licensee during any gratis downloads of a Composition.

(b) For each audio-only Pre-Recorded Ringtone Delivery or Ringback Delivery of a Composition, the royalty shall be the greater of Redacted of the retail Ringtone selling price to consumers; or Redacted of the gross revenues generated by Licensee during any gratis downloads of a Composition.

(c) For each Audiovisual Phonic Ringtone Delivery of a Composition, the royalty shall be the greater of Redacted of the retail Ringtone selling price to consumers; or Redacted of the gross revenues generated by Licensee during any gratis downloads of a Composition.

(d) For each Audiovisual Pre-Recorded Ringtone Delivery of a Composition, the royalty shall be the greater of Redacted of the retail Ringtone selling price to consumers; or Redacted of the gross

revenues generated by Licensee during any gratis downloads of a Composition.

These per-Composition royalty amounts shall be proportionately reduced to the extent that Licensor own(s) or control(s) less than 100% of a Composition.

2.5 If pursuant to any future law, other governmental regulation or judicial decision Ringtone Deliveries are determined to be digital downloads subject to statutory digital download rates and such statutory digital download rates are higher than the royalty rates found herein, the statutory digital download rates will apply to this License on the effective statutory rate date, if such effective date falls during the Term.

2.6 In the event that a third party (1) music publisher; (2) master recording owner; (3) audiovisual/graphics content provider; and/or (4) non-musical ringtone provider agree with Licensee to any terms (including terms with respect to compensation or consideration) more favorable than those applicable hereunder, then effective as of the date of such third party agreement, this license shall be deemed amended to include such more favorable terms. Upon request, Licensee shall provide Licensor with either copies of the third party agreements or the relevant royalty provisions thereof.

3. Term

3.1 The term of this Agreement shall commence as of the Effective Date and terminate three (3) years from the Effective Date (the "Term").

3.2 Upon expiration of the Term, if Licensee wishes to renew this Agreement for an additional one (1) year term, it shall notify Licensor of such desire not later than a date three (3) months prior to the end of the Term. Such notification shall include proposed terms for any such renewal. Any renewal shall be subject to the approval of Licensor, and Licensor reserves the right to propose changes to administrative and other aspects of the Agreement as it deems appropriate. Proposed changes must be approved in writing by Licensor.

3.3 Notwithstanding any of the foregoing, Licensor shall have the right for any reason whatsoever to automatically terminate this License no earlier than two (2) years from the Effective Date, but only upon thirty (30) days written notice to Licensee.

4. Writer/Publisher Credit

Licensee shall, to the extent commercially reasonable, include in any graphics and/or imagery displayed in connection with the play of any Audiovisual Ringtone of a Composition written credit in legible form setting forth the

names of the Licensor's writer(s) and publisher(s) of such Composition. Additionally, Licensor's writer(s) and publisher(s) of each Composition offered by Licensee as a Ringtone must be displayed on Licensee's website. Inadvertent failure by Licensee to post such notice shall not be considered a breach of this license if Licensee cures such failure within ten (10) business days of receipt of written notice from Licensor.

5. Security

5.1 In connection with the use of any Composition, Licensee shall implement and maintain copy protection and digital rights management technology and systems, including software and/or hardware functional limitations (collectively, "Security Systems") with respect to all aspects of the Service, including without limitation its Servers and operating systems, that (a) are designed to prevent unauthorized reproduction and distribution of the Composition, in the form of Ringtones or otherwise; (b) are sufficient to track and enforce the use limitations contemplated by this Agreement; and (c) meet or exceed current industry standards as they exist from time to time for the licensed delivery of music via digital transmission and its reproduction on devices including, without limitation, Covered Devices.

5.2 In the event it becomes aware of a breach of Licensee's Security Systems ("Security Breach"), whether through its own monitoring efforts, upon being advised by another party (including Licensor) or otherwise, Licensee shall use its best efforts to resolve the Security Breach and restore the full integrity of its Security Systems as quickly as possible. If a solution to the Security Breach is not immediately available (i.e., cannot be implemented within twenty-four (24) hours from the time Licensee becomes aware of the Security Breach), Licensee shall (a) promptly notify Licensor of the Security Breach in writing (unless Licensee learned of the breach from Licensor); and (b) cease all further digital transmission and/or reproduction of Compositions to the extent such activities are or could possibly be affected by the Security Breach, pending full resolution of the Security Breach. In such a case, Licensee (x) shall keep Licensor reasonably apprised of the status of its efforts to resolve the Security Breach; and (y) shall not resume the activities that were suspended pursuant to this Subsection 5.2 until the full integrity of its Security Systems has been restored.

5.3 To the extent Licensee employs third-party technology in order to operate, Licensee shall use its best efforts to maintain and upgrade such technology by (a) diligently monitoring any third-party notifications of bug-fixes, security holes and functionality improvements; and (b) obtaining any available upgrades and bug-fixes, and installing, testing and distributing such upgrades and bug-fixes as necessary so as to maintain the integrity of its Security Systems.

5.4 Licensee shall use its best efforts to prevent any unauthorized digital transmissions and reproductions of Compositions by operators and users of the Service and/or in any facility, on any device (including Covered Devices), or by any person under the supervision and/or control of Licensee.

6. Royalty and Security Compliance

6.1 Notwithstanding, without limiting and in addition to the general right of Licensor pursuant to industry custom and practice to examine the books and records of Licensee in connection with Licensee's use of the Compositions, Licensor shall be entitled, upon thirty (30) days' notice to Licensee, to conduct an examination of the books, records, operations and Security Systems of Licensee ("Royalty and Security Examination") to determine whether Licensee is in compliance with its reporting, royalty and security obligations under this Agreement. Absent a good-faith basis to believe that Licensee is not in compliance with such obligations, Licensor shall not seek to initiate a Royalty and Security Examination more than once every twelve (12) months or more than six (6) years following the termination of this Agreement.

6.2 During the course of a Royalty and Security Examination, upon request by Licensor or an examiner acting on its behalf, Licensee shall, within three (3) business days (a) provide access to any information that may be called for by such request, including without limitation any (i) books, records, files, logs, reports, compilations, usage data and other documentation, whether in paper or electronic form, that were or could be used or required to generate or verify Licensee's Statements and/or that reflect or summarize Licensees' Statements and/or that verify that all provisions of this license are being complied with by Licensee; (ii) financial information, including books, records, ledgers, reports, and other documentation, reflecting cash receipts and general revenue accounts to the extent such information relates directly or indirectly to the activities licensed under this Agreement; and (iii) files, logs, reports, compilations, testing and monitoring data and other documentation related to and/or reflecting the operation and integrity of Licensee's Security Systems (such information, along with the information described in the items (a)(i) and (a)(ii) of this Subsection 6.2, collectively referred to as "Documentation"); and (b) through the assistance of personnel who are familiar with the technical and operational aspects of Licensee's computer, hardware, software, Security Systems (collectively, "Operational Systems") who are to be made available by Licensee, provide real-time and/or historical access to such Operational Systems, as requested, sufficient to permit Licensor or its examiner(s) to conduct meaningful tests and analysis to verify that (i) the Operational Systems are properly and accurately tracking and reporting the use of the Compositions, and royalties payable therefor, as contemplated by the terms of

this Agreement; and (ii) the Operational Systems are in compliance with the security requirements set forth in Section 5 of this Agreement. Licensee shall provide the information, systems access and personnel required by this Subsection 6.2 free of charge and, unless otherwise agreed by Licensor or its examiner(s), at Licensee's place of business.

6.3 During the course of and/or following completion of the Royalty and Security Examination, upon request by Licensor or an examiner acting on its behalf, Licensee shall make available company personnel at an appropriate level of seniority and/or technical ability to discuss and/or resolve particular issues and findings arising out of such examination.

6.4 Licensee shall maintain any and all Documentation that reasonably might be expected to be relevant to Licensor's conduct of a Royalty and Security Examination for a period of at least six (6) years following the expiration or termination of this Agreement, unless there is a Royalty and Security Examination in progress or not fully resolved as of the expiration of such period, in which case the Documentation shall be maintained until the Royalty and Security Examination is fully resolved to the satisfaction of Licensor.

6.5 If a royalty examination reveals a nonpayment or underpayment of royalties due to Licensor, the amounts determined to be owing shall be subject to interest payable at the rate of prime plus two percent (2%) compounded daily calculated from the date the royalties were due to be paid under the applicable reporting period to the date of ultimate payment to Licensor.

7. Termination/Default

7.1 All license authority pursuant to Licenses issued hereunder shall terminate upon the expiration or termination of this Agreement (unless such Licenses are renewed pursuant to a renewal of this Agreement as contemplated under Section 3, in which case the terms of renewal shall apply as appropriate), and any further transmission and/or reproduction of any Composition after the expiration of this Agreement shall be prohibited and actionable as an act of infringement under, and fully subject to the remedies provided by, the Copyright Act. Notwithstanding the foregoing, provided that the Agreement has not been terminated due to Licensee's breach or default, any Server Fixations existing on Servers and/or Ringtone Deliveries existing on Covered Devices as of the expiration of the Agreement may remain on such Servers and Covered Devices; provided, however, that such existing Server Fixations (in addition to the Ringtone Deliveries) may not be further reproduced or distributed after the expiration of the Agreement.

7.2 Notwithstanding, without limiting and in addition to any other remedy that may be available at law or in equity and/or under this Agreement, Licensee understands and agrees that: (a) in the event Licensee fails to account to

Licensor and pay royalties provided for in Section 2, Licensor may provide written notice to Licensee in the same manner as provided in Section 115(c)(6) of the Copyright Act that, unless the default is fully remedied within thirty (30) days from the date of the notice, this Agreement and any Licenses issued hereunder will be automatically terminated, and that such termination will render the transmission and/or reproduction or both, of any Composition for which royalties have not been fully paid actionable as an act of infringement under Section 501 of the Copyright Act, and fully subject to the remedies provided by Sections 502 through 506 and 509 the Copyright Act; (b) in the event Licensee is in material breach or default of any of its obligations under this Agreement, Licensor may provide written notice to Licensee in the same manner as provided by Section 115(c)(6) of the Copyright Act that, unless the default is fully remedied within thirty (30) days from the date of the notice, this Agreement and any Licenses issued hereunder will be automatically terminated, and that such termination will render the further transmission and/or reproduction, or both, of any Composition actionable as an act of infringement under Section 501 of the Copyright Act, and fully subject to the remedies provided by Sections 502 through 506 and 509 of the Copyright Act. Licensee further understands and agrees that in the case of infringement, irreparable harm may be presumed, and Licensor shall be entitled as appropriate to injunctive relief, in addition to any other remedy that may be available at law or in equity and/or under this Agreement. For the avoidance of doubt, and without limitation, Licensee's breach of any of the obligations imposed by Sections 2, 5 and 6 of this Agreement shall be considered a material breach of, and default under, this Agreement.

7.3 To the extent permitted by applicable law, and without limitation, the occurrence of any of the following events shall also be considered a material breach of and default under this Agreement: (a) Licensee's dissolution and/or the liquidation of all of Licensee's assets; (b) the filing of a petition in bankruptcy or insolvency or for an arrangement or reorganization by, for or against Licensee; (c) the appointment of a receiver or trustee for all or a portion of Licensee's assets; (d) Licensee's assignment of assets for the benefit of creditors; and (e) Licensee's insolvency. Upon the occurrence of any of the events described in items (a) through (e) of this Subsection 7.3, notwithstanding, without limiting and in addition to any other remedy that may be available at law or in equity and/or under this Agreement, this Agreement and all license authority pursuant to any Licenses granted hereunder shall terminate automatically without the requirement of any further action on the part of Licensor.

7.4 Notwithstanding, without limiting and in addition to any other remedy that may be available at law or in equity and/or under this Agreement, including without limitation the remedies set forth in Subsection 7.2, the breach of any of the provisions set forth in Section 5 shall entitle Licensor to specific performance of such provision and/or to terminate, effective immediately

upon the giving of notice, the license authority pursuant to any License granted hereunder.

7.5 Notwithstanding the expiration or termination of this Agreement, Sections 2, 4, 5 and 6 and Subsections 7.1, 7.4, 7.6, 8.2, 8.3, 8.4, 8.5, 8.6 and 8.8 shall to the extent applicable survive and continue to bind the parties and their legal representatives and successors.

7.6 With respect to Ringtones, Ringbacks and any other uses for Covered Devices of any portion of any musical composition owned or controlled by Licensor, Licensee acknowledges and agrees that, as to such portions of such musical compositions, no such uses shall be subject to the provisions of Section 115(c)(3) of the Copyright Law of the United States unless or until so provided by any law, other governmental regulation or judicial decision.

8. **Miscellaneous**

8.1 Notices. All notices hereunder shall be in writing and shall be deemed effective (a) if provided by hand delivery, upon delivery; (b) if provided by overnight courier, one (1) business day following the date sent; and (c) if provided by registered or certified mail, return receipt requested, five (5) business days following the date mailed. Notices shall be sent to the following addresses:

If to Licensor:

To the address set forth above. Attn: Sr. VP, Legal & Business Affairs. Fax: 310/441-9094.

If to Licensee:

To the address set forth above. Attn: _____.
Fax: _____.

8.2 Publicity. Neither party shall issue any press release or other publicity document concerning this Agreement without the prior written consent of the other party.

8.3 Assignment. This Agreement may not be assigned.

8.4 Entire Agreement; Amendment. This Agreement represents the entire understanding of the parties with respect to the subject matter hereof, supersedes all prior and contemporaneous agreements and understandings of the parties with respect to the subject matter hereof, and may not be altered or amended except in a written instrument executed by both parties.

8.5 Governing Law; Jurisdiction. This Agreement shall be governed by, and construed in accordance with, federal law and/or the laws of the State of New

York (without giving effect to conflicts of law principles thereof), as may be applicable. With respect to any action or proceeding arising out of this Agreement, the parties (a) agree that the sole and exclusive venue for such action or proceeding shall be in a court of appropriate jurisdiction located in New York County, New York; (2) agree to the appropriateness of, and waive any objection concerning, the propriety and/or convenience of, proceeding in such venue; and (3) consent to the personal jurisdiction of such court.

8.6 Severability; Waiver. If a court should determine that any part of this Agreement is invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect. Performance of any obligation required of a party hereunder may be waived only by a written waiver signed by a duly authorized officer of the other party, which waiver shall be effective only with respect to the specific obligation described therein.

8.7 Headings. The titles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

8.8 Assistance of Counsel. Each party hereto acknowledges that it has been represented by its own independent counsel, who has reviewed this Agreement and discussed the terms herein with his or her respective client prior to execution.

8.9 Counterparts. This Agreement may be executed in multiple counterparts and delivery of an executed counterpart may be made by facsimile, each such counterpart to be considered and accepted as an original, and all such counterparts together to constitute a single Agreement.

8.10 No Partnership. Nothing herein shall create, expressly or implied, a partnership, joint venture or other association between the parties.

8.11 Confidentiality. Licensee and Licensor agree that all information contained in this license and/or acquired in the course of business shall be kept confidential. Such information shall not be disclosed at any time except to the extent required by a court or other tribunal having jurisdiction or pursuant to rules and regulations of a governmental body. Notwithstanding the foregoing, the parties acknowledge that in certain situations, such as where a license contains a favored nations provision, the information contained in the license may have to be divulged.

8.12 It is a condition of the grant of this license that no Composition is used in conjunction with any visuals of any motion picture, television series or other production in which the Composition was used as a cue and/or soundtrack composition without the written approval from the owner or licensor of the applicable production or property, nor shall any Composition be used with any images substantially similar to such production or which uses or portrays any of the principal characters or key locations of that production without the written approval from such owner or licensor of the applicable production. In

the event that Licensee uses or authorizes such use of the production without the written license of the owner or licensor of the production, then Licensor will be permitted to terminate this license upon giving notice to Licensee without repayment or any monies paid under this license or other liability to Licensee. Licensee must provide Licensor with proof of any such written approval promptly upon request.

8.13 Each party warrants and represents to the other party that it has all of the necessary rights to enter into this agreement.

8.14 Licensor hereunder will indemnify and hold Licensee, its directors, officers, employees, affiliates, successors, assigns, agents and licensees (collectively, the "Indemnities"), free and harmless from and against any and all claims, demands, damages, expenses, losses or costs (including reasonable attorney's fees and costs) resulting from a final judgment in a legal proceeding, or any sums paid in a settlement approved by Licensor (collectively, the "Liabilities") brought against Licensee alleging that the Composition provided by Licensor infringes any Canadian patent, copyright, trademark, or other intellectual property right or misappropriates a third party trade secret.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date:

Redacted

THE FAMOUS MUSIC PUBLISHING COMPANIES

By: _____
Print name:
Title:

KENT J. KLAVENS
SENIOR VICE PRESIDENT
LEGAL AND BUSINESS AFFAIRS

EXHIBIT CO 0120

#52860

EXECUTED COPY

The Famous Music Publishing Companies
RINGTONE LICENSING AGREEMENT

This agreement ("Agreement") is entered into as of October 1, 2004 ("Effective Date") by and between REDACTED ("Licensee"), and The Famous Music Publishing Companies, 10635 Santa Monica Blvd, Suite #300, Los Angeles, CA 90025 ("Licensor").

WHEREAS, Licensee owns and operates a service pursuant to which excerpts of copyrighted musical compositions ("Musical Works") in the form of Ringtones (as below defined) are digitally reproduced on a central computer server or servers, which Ringtones are subsequently transmitted from such servers and downloaded to Covered Devices (as below defined) ("Service"); and

WHEREAS, in order to operate the Service, Licensee seeks licenses to make Server Fixations (as below defined) and reproduce and distribute Ringtones of Musical Works that are owned and/or controlled wholly or partially by Licensor;

NOW, THEREFORE, in consideration of the promises contained in this Agreement and for other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Licensing

1.1 Pursuant to the terms of this Agreement, and as more particularly described herein, upon receipt of appropriate license requests ("License Requests") from Licensee, Licensor shall issue non-exclusive licenses ("Licenses") to reproduce and distribute Ringtones of Musical Works owned and/or controlled by Licensor (the "Compositions") for use on Licensee's Service in accordance with the terms of this Agreement. The license authority contemplated hereunder and granted pursuant to any License issued hereunder shall include and is limited to: (a) the digital reproduction of Ringtones of Compositions on a central computer server or servers directly owned and/or directly controlled by Licensee and located in the United States (including its territories and possessions and the Commonwealth of Puerto Rico [collectively, the "United States"]] ("Servers"), solely for use in connection with the Service ("Server Fixations"); (b) the digital transmission of Ringtones of Compositions from such Servers for streaming or storage on Covered Devices, solely for use in connection with the Service in the territory of the United States only; (c) the reproduction of Ringtones of Compositions on Covered Devices, solely for use in connection with the Service in the United States only ("Ringtone Deliveries"); and (d) the offering of Promotional

Ringtones (as below defined) of Compositions, solely for use in connection with the Service.

For purposes of this Agreement:

A "Ringtone" is an excerpt, not to exceed forty five (:45) seconds, of a Composition that is embodied in a digital file containing codes representing and capable of being rendered into audio and played back as musical notes constituting the work's melody in either monophonic or polyphonic form ("Phonic Ringtone). Such excerpt is generally intended to be digitally transmitted to and stored in an end user's Covered Device and played by such intended destination Covered Device whenever the Covered Device activates its ringing or alert function indicating the arrival of a call, message or other notification (but no advertisements) received by the Covered Device, and is designed to be played by such Covered Device without any other distribution or transmission. Notwithstanding the foregoing, if the Composition excerpt is intended to be streamed and heard by a caller after such caller dials the end user's Covered Device, indicating to the caller that the end user's Covered Device is receiving their call, such audio-only excerpt may be referred to hereunder as a "Ringback." Unless otherwise specifically provided for herein, all terms and conditions hereunder which apply to Ringtones shall also apply to Ringbacks.

A "Covered Device" shall mean a mobile telephone, pager or other portable communications device with a telephonic or messaging function that operates on a wireless communications network regulated by the U.S. Federal Communications Commission pursuant to its rules governing commercial mobile radio services.

A "Promotional Ringtone" shall mean a digital transmission of a Ringtone in streamed form made available to a prospective purchaser free of charge and solely for the purpose of promoting the sale of the Ringtone, and that does not result in a reproduction of any part or all of the Ringtone that is accessible except by such prospective purchaser for an intended one-time promotional playback through the operation of a Covered Device or other device.

"Audiovisual" shall mean synchronized with a visual image (including graphics and/or any other type of imagery) when activated (as described above) on a Covered Device. Notwithstanding the foregoing, if a Covered Device lights up or vibrates in order to notify the consumer of an incoming call, such activity shall not constitute synchronization.

Any arrangements which Licensee shall cause to be made of the Compositions shall be made at Licensee's own expense and shall be created only as the result of employment-for-hire, and such arrangements shall be considered "works made for hire" as such term is used in the United States Copyright Law, and all copyrights therein and all renewals, extensions and reversions

thereof throughout the world shall be owned by Licensor, subject to Licensee's use under this agreement. Arrangers shall not be entitled to authorship credit or status as a collaborator or any remuneration by way of royalty or otherwise from the authors of such Composition or from Licensor or any other designated agents of Licensor or from any society representing composer/publisher interests. This license does not authorize the creation of any recordings which deliberately imitate the featured and commercially exploited vocal performance by an artist of a Composition.

Licensee shall have the right to use up to thirty seconds (:30) of each Composition in a "streamed" digital audio transmission from Licensee's website for the sole purpose of providing consumers with Ringtone samples.

Nothing in this License shall be interpreted or construed in any manner to suggest that Licensee is being granted a license to use sound recordings embodying Compositions. All sound recordings must be cleared prior to any uses of such Compositions (if the sound recordings are owned and/or controlled by third parties).

1.2 All Licenses are subject to prior approval of Licensor. Licensee shall remove a Composition from all of Licensee's servers (and from any other location which allows access to such Composition) within seventy two (72) hours from Licensee's receipt of Licensor's written notice requesting such removal, if such request is due to any type of legal issue relating to the Composition, or a request from the composer (or representative of a composer), owner and/or co-publisher of a Composition.

1.3 Following execution of this Agreement, Licensee may begin submitting License Requests to Licensor (to the attention of Mary Beth Roberts, VP Catalog Development, The Famous Music Publishing Companies, 1633 Broadway, 11th Floor, NY NY 10019, or via email to mary_beth_roberts@paramount.com), which License Requests shall be duly processed by Licensor. Without limitation, Licensee shall include in each License Request (a) the title of the Composition for which a License is being requested; (b) the writer(s) of the Composition; (c) the publisher(s) of the Composition (d) the ISRC number for such sound recording; (e) the total playing time of the Ringtone; (f) whether the ringtone is audio-only or audiovisual; and (g) such other information as may be required by Licensor.

1.4 Upon Licensee's request, Licensor shall provide Licensee with an electronic file specifying the Licenses issued under this Agreement (each such report a "Confirmation Report"). To aid Licensee in the calculation of royalties, with respect to each License, such Confirmation Report shall include, *inter alia*, Licensor's total administrative percentage share of each Composition.

1.5 For the avoidance of doubt, and without limitation, the Licenses granted hereunder do not extend to or cover: (a) any right of public performance

(Licensee must obtain the necessary performing rights licenses either from Licensor's duly authorized performing rights societies or Licensor); (b) any copyrights or other rights in sound recordings and/or visual images; (c) any print, display or karaoke rights; (d) any adaptation (derivative work) rights; (e) any merchandising rights; (f) any use of a Composition (whether or not embodied in a sound recording) for a marketing campaign, product tie-in, game or contest or otherwise to advertise, promote or cross-promote any product or service; (g) any use of the title of a Composition, or the name or likeness of any writer, publisher or artist associated with a Composition, except for identification purposes as described in Section 4; (h) use of the lyrics of the Compositions in conjunction with Phonic Ringtones; or (i) any other use of a Composition not specifically and expressly provided for herein. No Composition shall be used in any manner which could be considered in bad taste or in an offensive manner. Licensee shall not use the Compositions in any manner which brings Licensor, any of the composers of the Compositions, or any co-publisher into public disrepute or which reflects adversely on the Compositions. Compositions shall not be isolated or positioned in any way which can be construed as advertising or promoting any product or service (including Licensee). **The license authority under any License issued hereunder is limited to and granted solely with respect to Licensor's administrative share of the Compositions (ie, if Licensor does not administer 100% of a Composition, Licensee must seek and obtain a license from all other third parties who have an interest in such Composition prior to any use of such Composition by Licensee).**

1.6 The license authority contemplated by this Agreement and granted pursuant to any License issued hereunder is limited to Licensee and may not be sublicensed, assigned or otherwise transferred by Licensee except to the extent expressly permitted hereunder.

1.7 It is a condition of the grant of this License that no Composition is positioned or used in conjunction with any visuals and/or property from any motion picture, television series or other production in which such Composition was used as a cue and/or soundtrack composition (or with any images substantially similar to such production or which uses or portrays any of the principal characters or key locations of that production) without further negotiation and license from the owner(s) (or licensor(s)) of the applicable production or property.

2. Reporting and Payment of Royalties

2.1 Licensee shall pay to Licensor an advance of REDACTED , to be recoupable against royalties (but not Initial Server Fixation fees) described hereunder. Such advance is due no later than May 15, 2005.

2.2 Licensee shall account and pay royalties to Licensor quarterly, within forty-five (45) days after the end of each calendar quarter, on the basis of (a) the initial server fixation of each audio-only Phonic Ringtone, Audiovisual Phonic Ringtone, audio-only Phonic Ringback and/or Audiovisual Phonic Ringback of a Composition made on any Server (see paragraph 2.3 for more detail) ("Initial Server Fixation"); and (b) each Ringtone delivery in the form of an audio-only Phonic Ringtone ("audio-only Phonic Ringtone Delivery"), Audiovisual Phonic Ringtone ("Audiovisual Phonic Ringtone), and/or Ringback ("Ringback Delivery"). Licensee shall provide Licensor with detailed quarterly statements ("Statements") in electronic or written form in accordance with the format specified by Licensor ("Reporting Format"), whether or not any monies are due to Licensor. With respect to each quarterly reporting period, for each License, Licensee shall specifiy in its Statement (i) the Initial Server Fixation fee (if one is due) for each new Composition added to Licensee's schedule; (ii) the total number of Phonic Ringtone Deliveries (with Ringbacks reported separately from other Ringtones) for each Composition; (iii) the particular retail outlet through which each Ringtone Delivery was made; (iv) the total royalty amount being paid for Initial Server Fixations; (v) the total royalty amount being paid for the Phonic Ringtone Deliveries; and (vi) such other information as may be required by Licensor from time to time. Any royalty computations based upon a percentage of gross revenues generated from Licensee's website (pursuant to paragraph 2.4 below) shall also be reported to Licensor on a quarterly basis. Without limiting Licensor's rights and remedies hereunder, at law or in equity, (i) past-due payments are subject to and to be accompanied by payment of interest thereon at the prime rate found in the Wall Street Journal on the due date plus two percent (2%), compounded daily, from the date(s) upon which each such payment(s) first became due until the date(s) upon which each such payment(s) is remitted to Licensor.

Statements/Accountings/Payments shall be made to:

Famous Music Corporation

10635 Santa Monica Blvd., Suite $300

Los Angeles, CA 90025

Attn: Sr. VP, Finance

Fed ID # 13-0692800

2.3 INITIAL SERVER FIXATION: For each Initial Server Fixation, the fixation fee (non-recoupable) shall be:

(a) REDACTED per each version of a Composition for audio-only Ringtones (for example, if both a dance version and a jazz version of a Composition are found on Licensee's server, Licensee shall remit a REDACTED Initial Server Fixation fee);

(b) REDACTED per each version of a Composition for Audiovisual Ringtones (for example, if both a dance version and a jazz version of an Audiovisual Ringtone of a Composition are found on Licensee's server, Licensee shall remit a REDACTED Initial Server Fixation fee); and

(c) REDACTED per each version of a Composition for Ringback use (for example, if both a Phonic Ringtone and a Ringback version of a Composition are found on Licensee's server, Licensee shall remit a REDACTED Initial Server Fixation fee);

provided, however, that these amounts shall be proportionately reduced to the extent that Licensor own(s) or control(s) less than 100% of the Composition.

2.4 ROYALTIES:

(a) For each audio-only Phonic Ringtone Delivery or Ringback Delivery of a Composition, the royalty shall be the greater of REDACTED for Deliveries between October 1, 2004 and December 31, 2004; REDACTED for Deliveries made from January 1, 2005 until the end of the Term; REDACTED of the retail Ringtone selling price to consumers; or REDACTED of the gross revenues generated (prorated among all publishers) from Licensee's website.

(b) For each Audiovisual Phonic Ringtone Delivery of a Composition, the royalty shall be the greater of REDACTED of the retail Ringtone selling price to consumers; or REDACTED of the gross revenues generated (prorated among all publishers) from Licensee's website.

Gross revenues include payment of any kind received by Licensee from advertising found on the Ringtone portion of Licensee's website during the download of a Ringtone of a Composition. These per-Composition royalty amounts shall be proportionately reduced to the extent that Licensor own(s) or control(s) less than 100% of a Composition.

2.5 If pursuant to any future law, other governmental regulation or judicial decision Ringtone Deliveries are determined to be digital downloads subject to statutory digital download rates and such statutory digital download rates

are higher than the royalty rates found herein, the statutory digital download rates will apply to this License on the effective statutory rate date, if such effective date falls during the Term.

2.6 In the event that a third party music publisher and/or an audiovisual/graphics content provider agree with Licensee to any terms (including terms with respect to compensation or consideration) more favorable than those applicable hereunder, then effective as of the date of such third party agreement, this license shall be deemed amended to include such more favorable terms. Upon request, Licensee shall provide Licensor with either the relevant royalty provisions of third party agreements, or briefs thereof.

3. **Term**

3.1 The term of this Agreement shall commence as of the Effective Date and terminate three (3) years from the Effective Date (the "Term").

3.2 Upon expiration of the Term, if Licensee wishes to renew this Agreement for an additional one (1) year term, it shall notify Licensor of such desire not later than a date three (3) months prior to the end of the Term. Such notification shall include proposed terms for any such renewal. Any renewal shall be subject to the approval of Licensor, and Licensor reserves the right to propose changes to administrative and other aspects of the Agreement as it deems appropriate. Proposed changes must be approved in writing by Licensor.

3.3 Notwithstanding any of the foregoing, Licensor shall have the right for any reason whatsoever to automatically terminate this License no earlier than two (2) years from the Effective Date, but only upon thirty (30) days written notice to Licensee.

4. **Writer/Publisher Credit**

Licensee shall, to the extent commercially reasonable, include in any graphics and/or imagery displayed in connection with the play of any Audiovisual Ringtone of a Composition written credit in legible form setting forth the names of the Licensor's writer(s) and publisher(s) of such Composition. Additionally, Licensor's writer(s) and publisher(s) of each Composition offered by Licensee as a Ringtone must be displayed on Licensee's website. Inadvertent failure by Licensee to post such notice shall not be considered a breach of this license if Licensee cures such failure within ten (10) business days of receipt of written notice from Licensor.

5. Security

5.1 In connection with the use of any Composition, Licensee shall implement and maintain copy protection and digital rights management technology and systems, including software and/or hardware functional limitations (collectively, "Security Systems") with respect to all aspects of the Service, including without limitation its Servers and operating systems, that (a) are designed to prevent unauthorized reproduction and distribution of the Composition, in the form of Ringtones or otherwise; (b) are sufficient to track and enforce the use limitations contemplated by this Agreement; and (c) meet or exceed current industry standards as they exist from time to time for the licensed delivery of music via digital transmission and its reproduction on devices including, without limitation, Covered Devices.

5.2 In the event it becomes aware of a breach of Licensee's Security Systems ("Security Breach"), whether through its own monitoring efforts, upon being advised by another party (including Licensor) or otherwise, Licensee shall use its best efforts to resolve the Security Breach and restore the full integrity of its Security Systems as quickly as possible. If a solution to the Security Breach is not immediately available (i.e., cannot be implemented within twenty-four (24) hours from the time Licensee becomes aware of the Security Breach), Licensee shall (a) promptly notify Licensor of the Security Breach in writing (unless Licensee learned of the breach from Licensor); and (b) cease all further digital transmission and/or reproduction of Compositions to the extent such activities are or could possibly be affected by the Security Breach, pending full resolution of the Security Breach. In such a case, Licensee (x) shall keep Licensor reasonably apprised of the status of its efforts to resolve the Security Breach; and (y) shall not resume the activities that were suspended pursuant to this Subsection 5.2 until the full integrity of its Security Systems has been restored.

5.3 To the extent Licensee employs third-party technology in order to operate, Licensee shall use its best efforts to maintain and upgrade such technology by (a) diligently monitoring any third-party notifications of bug-fixes, security holes and functionality improvements; and (b) obtaining any available upgrades and bug-fixes, and installing, testing and distributing such upgrades and bug-fixes as necessary so as to maintain the integrity of its Security Systems.

5.4 Licensee shall use its best efforts to prevent any unauthorized digital transmissions and reproductions of Compositions by operators and users of the Service and/or in any facility, on any device (including Covered Devices), or by any person under the supervision and/or control of Licensee.

6. **Royalty and Security Compliance**

6.1 Notwithstanding, without limiting and in addition to the general right of Licensor pursuant to industry custom and practice to examine the books and records of Licensee in connection with Licensee's use of the Compositions, Licensor shall be entitled, upon thirty (30) days' notice to Licensee, to conduct an examination of the books, records, operations and Security Systems of Licensee ("Royalty and Security Examination") to determine whether Licensee is in compliance with its reporting, royalty and security obligations under this Agreement. Absent a good-faith basis to believe that Licensee is not in compliance with such obligations, Licensor shall not seek to initiate a Royalty and Security Examination more than once every twelve (12) months or more than four (4) years following the termination of this Agreement.

6.2 During the course of a Royalty and Security Examination, upon request by Licensor or an examiner acting on its behalf, Licensee shall, within three (3) business days (a) provide access to any information that may be called for by such request, including without limitation any (i) books, records, files, logs, reports, compilations, usage data and other documentation, whether in paper or electronic form, that were or could be used or required to generate or verify Licensee's Statements and/or that reflect or summarize Licensees' Statements and/or that verify that all provisions of this license are being complied with by Licensee; (ii) financial information, including books, records, ledgers, reports, and other documentation, reflecting cash receipts and general revenue accounts to the extent such information relates directly or indirectly to the activities licensed under this Agreement; and (iii) files, logs, reports, compilations, testing and monitoring data and other documentation related to and/or reflecting the operation and integrity of Licensee's Security Systems (such information, along with the information described in the items (a)(i) and (a)(ii) of this Subsection 6.2, collectively referred to as "Documentation"); and (b) through the assistance of personnel who are familiar with the technical and operational aspects of Licensee's computer, hardware, software, Security Systems (collectively, "Operational Systems") who are to be made available by Licensee, provide real-time and/or historical access to such Operational Systems, as requested, sufficient to permit Licensor or its examiner(s) to conduct meaningful tests and analysis to verify that (i) the Operational Systems are properly and accurately tracking and reporting the use of the Compositions, and royalties payable therefor, as contemplated by the terms of this Agreement; and (ii) the Operational Systems are in compliance with the security requirements set forth in Section 5 of this Agreement. Licensee shall provide the information, systems access and personnel required by this Subsection 6.2 free of charge and, unless otherwise agreed by Licensor or its examiner(s), at Licensee's place of business.

6.3 During the course of and/or following completion of the Royalty and Security Examination, upon request by Licensor or an examiner acting on its behalf, Licensee shall make available company personnel at an appropriate level of seniority and/or technical ability to discuss and/or resolve particular issues and findings arising out of such examination.

6.4 Licensee shall maintain any and all Documentation that reasonably might be expected to be relevant to Licensor's conduct of a Royalty and Security Examination for a period of at least four (4) years following the expiration or termination of this Agreement, unless there is a Royalty and Security Examination in progress or not fully resolved as of the expiration of such period, in which case the Documentation shall be maintained until the Royalty and Security Examination is fully resolved to the satisfaction of Licensor.

6.5 If a royalty examination reveals a nonpayment or underpayment of royalties due to Licensor, the amounts determined to be owing shall be subject to interest payable at the rate of prime plus two percent (2%) compounded daily calculated from the date the royalties were due to be paid under the applicable reporting period to the date of ultimate payment to Licensor.

7. **Termination/Default**

7.1 All license authority pursuant to Licenses issued hereunder shall terminate upon the expiration or termination of this Agreement (unless such Licenses are renewed pursuant to a renewal of this Agreement as contemplated under Section 3, in which case the terms of renewal shall apply as appropriate), and any further transmission and/or reproduction of any Composition after the expiration of this Agreement shall be prohibited and actionable as an act of infringement under, and fully subject to the remedies provided by, the Copyright Act. Notwithstanding the foregoing, provided that the Agreement has not been terminated due to Licensee's breach or default, any Server Fixations existing on Servers and/or Ringtone Deliveries existing on Covered Devices as of the expiration of the Agreement may remain on such Servers and Covered Devices; provided, however, that such existing Server Fixations (in addition to the Ringtone Deliveries) may not be further reproduced or distributed after the expiration of the Agreement.

7.2 Notwithstanding, without limiting and in addition to any other remedy that may be available at law or in equity and/or under this Agreement, Licensee understands and agrees that: (a) in the event Licensee fails to account to Licensor and pay royalties provided for in Section 2, Licensor may provide written notice to Licensee in the same manner as provided in Section 115(c)(6) of the Copyright Act that, unless the default is fully remedied within thirty (30) days from the date of the notice, this Agreement and any Licenses issued hereunder will be automatically terminated, and that such termination will render the transmission and/or reproduction or both, of any Composition

for which royalties have not been fully paid actionable as an act of infringement under Section 501 of the Copyright Act, and fully subject to the remedies provided by Sections 502 through 506 and 509 the Copyright Act; (b) in the event Licensee is in material breach or default of any of its obligations under this Agreement, Licensor may provide written notice to Licensee in the same manner as provided by Section 115(c)(6) of the Copyright Act that, unless the default is fully remedied within thirty (30) days from the date of the notice, this Agreement and any Licenses issued hereunder will be automatically terminated, and that such termination will render the further transmission and/or reproduction, or both, of any Composition actionable as an act of infringement under Section 501 of the Copyright Act, and fully subject to the remedies provided by Sections 502 through 506 and 509 of the Copyright Act. Licensee further understands and agrees that in the case of infringement, irreparable harm may be presumed, and Licensor shall be entitled as appropriate to injunctive relief, in addition to any other remedy that may be available at law or in equity and/or under this Agreement. For the avoidance of doubt, and without limitation, Licensee's breach of any of the obligations imposed by Sections 2, 5 and 6 of this Agreement shall be considered a material breach of, and default under, this Agreement.

7.3 To the extent permitted by applicable law, and without limitation, the occurrence of any of the following events shall also be considered a material breach of and default under this Agreement: (a) Licensee's dissolution and/or the liquidation of all of Licensee's assets; (b) the filing of a petition in bankruptcy or insolvency or for an arrangement or reorganization by, for or against Licensee; (c) the appointment of a receiver or trustee for all or a portion of Licensee's assets; (d) Licensee's assignment of assets for the benefit of creditors; and (e) Licensee's insolvency. Upon the occurrence of any of the events described in items (a) through (e) of this Subsection 7.3, notwithstanding, without limiting and in addition to any other remedy that may be available at law or in equity and/or under this Agreement, this Agreement and all license authority pursuant to any Licenses granted hereunder shall terminate automatically without the requirement of any further action on the part of Licensor.

7.4 Notwithstanding, without limiting and in addition to any other remedy that may be available at law or in equity and/or under this Agreement, including without limitation the remedies set forth in Subsection 7.2, the breach of any of the provisions set forth in Section 5 shall entitle Licensor to specific performance of such provision and/or to terminate, effective immediately upon the giving of notice, the license authority pursuant to any License granted hereunder.

7.5 Notwithstanding the expiration or termination of this Agreement, Sections 2, 4, 5 and 6 and Subsections 7.1, 7.4, 7.6, 8.2, 8.3, 8.4, 8.5, 8.6 and 8.8 shall to the extent applicable survive and continue to bind the parties and their legal representatives and successors.

7.6 With respect to Ringtones, Ringbacks and any other uses for Covered Devices of any portion of any musical composition owned or controlled by Licensor, Licensee acknowledges and agrees that, as to such portions of such musical compositions, no such uses shall be subject to the provisions of Section 115(c)(3) of the Copyright Law of the United States unless or until so provided by any law, other governmental regulation or judicial decision.

8. **Miscellaneous**

8.1 Notices. All notices hereunder shall be in writing and shall be deemed effective (a) if provided by hand delivery, upon delivery; (b) if provided by overnight courier, one (1) business day following the date sent; and (c) if provided by registered or certified mail, return receipt requested, five (5) business days following the date mailed. Notices shall be sent to the following addresses:

If to Licensor:

To the address set forth above. Attn: Sr. VP, Legal & Business Affairs. Fax: 310/441-9094.

If to Licensee:

To the address set forth above. Attn: REDACTED
Fax: REDACTED

8.2 Publicity. Neither party shall issue any press release or other publicity document concerning this Agreement without the prior written consent of the other party.

8.3 Assignment. This Agreement may not be assigned.

8.4 Entire Agreement; Amendment. This Agreement represents the entire understanding of the parties with respect to the subject matter hereof, supersedes all prior and contemporaneous agreements and understandings of the parties with respect to the subject matter hereof, and may not be altered or amended except in a written instrument executed by both parties.

8.5 Governing Law; Jurisdiction. This Agreement shall be governed by, and construed in accordance with, federal law and/or the laws of the State of New York (without giving effect to conflicts of law principles thereof), as may be applicable. With respect to any action or proceeding arising out of this Agreement, the parties (a) agree that the sole and exclusive venue for such action or proceeding shall be in a court of appropriate jurisdiction located in New York County, New York; (2) agree to the appropriateness of, and waive any objection concerning, the propriety and/or convenience of, proceeding in such venue; and (3) consent to the personal jurisdiction of such court.

8.6 Severability; Waiver. If a court should determine that any part of this Agreement is invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect. Performance of any obligation required of a party hereunder may be waived only by a written waiver signed by a duly authorized officer of the other party, which waiver shall be effective only with respect to the specific obligation described therein.

8.7 Headings. The titles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

8.8 Assistance of Counsel. Each party hereto acknowledges that it has been represented by its own independent counsel, who has reviewed this Agreement and discussed the terms herein with his or her respective client prior to execution.

8.9 Counterparts. This Agreement may be executed in multiple counterparts and delivery of an executed counterpart may be made by facsimile, each such counterpart to be considered and accepted as an original, and all such counterparts together to constitute a single Agreement.

8.10 No Partnership. Nothing herein shall create, expressly or implied, a partnership, joint venture or other association between the parties.

8.11 Confidentiality. Licensee and Licensor agree that all information contained in this license and/or acquired in the course of business shall be kept confidential. Such information shall not be disclosed at any time except to the extent required by a court or other tribunal having jurisdiction or pursuant to rules and regulations of a governmental body. Notwithstanding the foregoing, the parties acknowledge that in certain situations, such as where a license contains a favored nations provision, the information contained in the license may have to be divulged.

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8.12 It is a condition of the grant of this license that no Composition is used in conjunction with any visuals of any motion picture, television series or other production in which the Composition was used as a cue and/or soundtrack composition without the written approval from the owner or licensor of the applicable production or property, nor shall any Composition be used with any images substantially similar to such production or which uses or portrays any of the principal characters or key locations of that production without the written approval from such owner or licensor of the applicable production. In the event that Licensee uses or authorizes such use of the production without the written license of the owner or licensor of the production, then Licensor will be permitted to terminate this license upon giving notice to Licensee without repayment or any monies paid under this license or other liability to Licensee. Licensee must provide Licensor with proof of any such written approval promptly upon request.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date:

REDACTED

THE FAMOUS MUSIC PUBLISHING COMPANIES

By: _____

Print name: KENT J. KLAVENS

Title: SENIOR VICE PRESIDENT
LEGAL AND BUSINESS AFFAIRS

041805

EXHIBIT CO 0121

#4079

EXECUTED COPY

Ringtone License

DEAL POINTS:

Date: March 30, 2004

Owner: FAMOUS MUSIC CORPORATION
on behalf of itself and the publishers listed on Schedule A
10635 Santa Monica Blvd., Suite 300
Los Angeles, CA 90025
Tel: 310/441-1335 * Fax: 310/441-9094

Licensee: REDACTED

Composition(s): See Schedule A

Licensee must obtain written approval from Owner for all Compositions that Licensee wishes to license hereunder prior to any use of such Compositions by Licensee. Some Compositions administered by Owner, including but not limited to those wholly or partially owned by Nickelodeon, Lucasfilm and Eight Mile Style (Eminem), are currently NOT available for ringtone licensing.

Administered Share: See Schedule A

Writer(s): See Schedule A

Copyright Notice: See Schedule A

Licensed Product: Mobile phone downloadable ring tones embodying the Composition (wireless device multimedia songs) defined as music files playable on cell phones.

Ring tones shall be playable only on the mobile phone they were ordered from, and via streaming (up to :30 only) from Licensee's ringtone website (but only when selected by the consumer and only for the purpose of assisting the consumer in selecting a ringtone for their phone).

Licensed Territory: United States only

Term of Agreement: The term shall be for three (3) years, commencing on the date hereof (the "Term"). After the first year, Famous shall have the option to terminate this agreement by written notice, effective thirty (30) days after the date of the written notice. There shall be no so-called "sell-off" period. At the end of the Term (whether by expiration or other termination), all of Licensee's rights terminate, Licensee shall delete the Licensed Product from its website, and Licensee shall destroy all copies of the Licensed Product. If Licensee and Owner wish to extend the term of this license via an amendment or enter into a new agreement, Licensee shall not have to destroy all copies of the Licensed Product until the new term is over, provided that such an amendment or new agreement is executed no later than one (1) month after the Term of this license expires.

REDACTED

Exclusivity: None

Admin. fee: REDACTED (recoupable against royalties)
Payable no later than May 31, 2004

Royalty: Licensee shall also pay Owner a one-time non-recoupable fixing fee of REDACTED per Composition (reduced to the extent that Owner does not administer 100% of a Composition) for the initial copy of each Composition that Licensee uploads to its server. Each upload, download, or any other transmission shall contain no more than one (1) Composition. **The corresponding fixing fee must be paid prior to the use of each Composition – payment of fixing fee(s) must be accompanied by a listing of the Composition(s).**

Licensee shall pay to Owner a license fee per Composition equal to the greater of REDACTED for each download/transmission (reduced to the extent that Owner does not administer 100% of a Composition), REDACTED the selling price of each ringtone (reduced to the extent that Owner does not administer 100% of a Composition), or REDACTED of the gross revenues generated (prorated) from the ring tone website. Gross revenues include payment of any kind received by Licensee from advertising found on the ringtone website.

These royalty rates shall not set a precedent between Owner and Licensee for any future license agreements. If the downloads are ruled to be digital downloads subject to statutory digital download rates and such statutory digital download rates are higher than this agreement's royalty rate, the statutory download rates will apply to this agreement on the effective statutory rate date, if such date falls during the Term.

Miscellaneous: Licensee must account to Owner for all ringtone uses prior to the date of this agreement (if any) within 30 days of the date of this agreement.

Favored Nations: If Licensee agrees to provide any major music publisher with compensation or consideration in excess of the compensation or consideration to be paid to Owner hereunder, then effective as of the date of such agreement with any such major music publisher, Licensee shall immediately pay to Owner the amount equal to such compensation and/or consideration, and this license shall be deemed amended effective as of the date of such agreement with any such major music publisher to include such more favorable provision. Upon request, Licensee shall provide Owner with copies of all third party agreements. If Licensee is expressly prohibited from supplying Owner with a third party agreement by the language in the third party agreement, Licensee shall brief Owner about the royalty provisions from such third party agreement.

TERMS:

1. ASSIGNABILITY

Owner may assign this license 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, Owner or which is in partnership with Owner and/or to any parent, affiliated or subsidiary company or corporation, or to any person or entity owning, or acquiring, all of a substantial part of Owner's stock and/or assets or which whom Owner may merge or be merged. Upon Owner's written approval, not to be unreasonably withheld (if approval is withheld, Owner shall have the right to terminate this agreement), Licensee may assign this

REDACTED

license and any of its rights and obligations hereunder in whole or in party to any person or entity which controls, which is controlled by, or which is under common control with Licensee or to a person or entity owning, or acquiring all of a substantial part of Licensee's stock and/or assets or which whom Licensee may merge or be merged. Any such assignment by Licensee shall not relieve Licensee of its responsibilities hereunder, although Licensee shall thereafter be secondarily liable.

2. SAMPLES

Upon request, Licensee shall deliver to Owner audio samples of each Composition for the Owner's review and approval. If possible, Licensee shall also enable Owner freely and without charge or expense to download ring tones embodying Owner's Composition.

3. RIGHTS AND OBLIGATIONS

(a) Subject to the terms, conditions and limitations herein set forth, to the complete execution of this license, and to the payment of the applicable royalties for the rights granted herein, Owner hereby grants to Licensee the following non-exclusive, limited rights:

(i) To arrange and record, at Licensee's sole expense, up to thirty seconds (:30) of each Composition for use solely in connection with the creation of ringtones for mobile telephones/wireless devices. A "ringtone" shall be defined as a monophonic or polyphonic, midi-file or similar format version of a Composition, which announces an incoming telephone call on a mobile telephone or wireless communications device.

(ii) To sell downloads of the ringtones by means of digital transmission or other electronic delivery on and through Licensee's website or through Licensee's proprietary internet server on third party websites distributing ringtones, provided that the ringtones are served directly, and only, through the server and no ringtone shall be permanently stored or archived or offered for sale directly from said third party websites without being served from and through the server, by which a consumer can download a copy of the ringtone such that the ringtone may be embedded in their mobile telephone/wireless communications device.

(iii) To offer up to thirty seconds (:30) of the ringtone of each Composition in a "streamed" digital audio transmission from Licensee's website for demonstration purposes only.

(b) The Composition(s) shall not be offered or provided to consumers for uses other than as ring tones for mobile telephones/wireless communications devices.

(c) Any arrangements which Licensee shall cause to be made of each Composition shall be made at Licensee's own expense and shall be created only as the result of employment-for-hire, and such arrangement shall be a "work made for hire" as such term is used in the United States Copyright Law, and all copyrights therein and all renewals, extensions and reversions thereof throughout the world shall be owned by Company, subject to Licensee's use under this agreement. Arrangers shall not be entitled to authorship credit or status as a collaborator or any remuneration by way of royalty or otherwise from the authors of such Composition(s) or from Owner or any of Owner's designated agents or from any society representing composer/publisher interests.

(d) Owner hereby reserves unto itself all rights of every kind and nature, now or hereafter known, except those expressly granted to Licensee herein. For example, this agreement does <u>not</u> convey to Licensee any right to:

(i) make any change to the basic melody of the music of a Composition(s);

(ii) use the lyrics of a Composition(s);

REDACTED

(iii) use a Composition(s) for any advertising or sponsorship purpose, or in any manner deemed by Owner to approach an advertising or sponsorship purpose;

(iv) authorize the creation of a recording which deliberately imitates the featured and commercially exploited vocal performance by an artist of a Composition(s);

(v) manufacture, sell or distribute audio phonorecords (other than ringtones) of a Composition(s);

(vi) utilize a sound recording without a separate license from the appropriate third party (ie, this is not a master use license);

(vii) utilize a Composition(s) or any part thereof for advertising Licensee or promotional purposes in any form whatsoever; provided, however, that Licensee shall have the right to highlight or otherwise call attention to Licensor's Compositions on Licensee's website in a manner which would not be construed as advertising Licensor, Licensor's services or any other third party;

(viii) use of the names or likenesses of the writers or performers of a Composition(s) (any such use is prohibited, except writer credits) – however, Licensee may seek approval for the use of names/likenesses from the appropriate third party(ies);

(ix) publicly perform a Composition(s) – it is imperative that Licensee obtain the necessary performing rights clearance either from Owner via a separate agreement, or from Owner's duly authorized performing rights society(ies) or organization(s) in the Territory (i.e., ASCAP, BMI and/or SESAC);

(x) synchronize a Composition(s) with <u>any</u> graphic and/or visual images;

(xi) use the story of a Composition(s); or

(xii) make any other use of a Composition(s) not specifically and expressly authorized herein.

(e) No Composition shall be used by Licensee in any manner which could be considered in bad taste or in an offensive manner. Licensee shall not use a Composition(s) in any manner which brings Owner, any of the composers of the Composition(s), or any co-publisher into public disrepute or which reflects adversely on the Composition(s).

(f) Licensee shall remove a ringtone of a Composition from Licensee's website within seventy-two (72) hours from receipt of Owner's written notice requesting such removal, if such request is due to any type of legal issue relating to the Composition, or a request from the composer (or representative of a composer),owner and/or co-publisher of a Composition.

4. <u>TERRITORY</u>

The Licensed Product may only be sold within the Licensed Territory. The Licensed Product shall not be downloadable into countries outside of the Licensed Territory unless subject to a separate license from a local copyright society.

REDACTED

5. ACCOUNTING

(a) The Licensee shall keep true and accurate books and records with respect to all transactions pursuant to this license, in accordance with generally accepted accounting principles. Licensee must provide Owner with detailed accounting statements including the titles of all downloaded Compositions, the number of downloads per Composition, and the territory (if applicable) where the downloads took place. If any use of Compositions occurred prior to the Term, then Licensee must pay Owner for such uses.

(b) The Licensee shall deliver the accounting statements to the Owner (**to the attention of VP Finance, The Famous Music Publishing Companies, 10635 Santa Monica Blvd., Suite #300, Los Angeles, CA 90025**) within forty-five (45) days after the end of each calendar quarter during the Term, regardless of whether or not any of Owner's Compositions were downloaded during such period. Such accounting statement shall be accompanied by full payment of any amount shown to be due to the Owner thereon. Checks should be made payable to: **Famous Music Corporation, tax ID# 13-0692800.**

(c) Without limiting Owner's rights and remedies hereunder, at law or in equity, (i) past-due payments are subject to and to be accompanied by payment of interest thereon at the prime rate found in the Wall Street Journal (or a comparable source) on the due date plus two percent (2%) compounded daily from the date(s) upon which each such payment(s) first became due until the date(s) upon which each such payment(s) is remitted to Owner and (ii) Licensee shall reimburse Owner, within forty five (45) days from receipt of its invoice, for Owner's reasonable outside attorney's fees and actual court costs arising out of the occurrence of any default event, including, without limitation, any failure by Licensee to timely render statements and account to Owner with respect to royalties which accrue to Owner in connection with Licensee's exploitation of its rights pursuant to the applicable provisions hereof.

6. AUDITS

The Owner shall have the right from time to time but not more than once per calendar year, upon at least ten (10) business days' prior written notice to the Licensee, to examine and audit the Licensee's books and records relative to this agreement, and to make copies or extracts of relevant portions therefrom. Licensee shall cooperate with Owner's representative(s) to assist them in understanding all such material. Each statement (and the related accounting period) shall be available for examination and audit for three (3) years after such statement is received by the Owner. Thereafter, the statement will be deemed final and binding. The examination and audit shall take place during normal business hours at the Licensee's address as set forth above, or a such other address at which the Licensee's books and records are then regularly kept. Such examination and audit shall be at the Owner's expense, provided, however, that in the event that any such examination and audit reveals an underpayment of ten percent (10%) or more for the period(s) audited, the Licensee shall pay the cost of such examination and audit. In the event that an audit by Licensor discloses an underpayment in royalties due Licensor, Licensee shall promptly pay Licensor such discrepancy which is to be accompanied by payment of interest thereon at the prime rate found in the Wall Street Journal (or a comparable source) on the due date plus two percent (2%) compounded daily from the date(s) upon which each such payment(s) first became due until the date(s) upon which each such payment(s) is remitted to Owner.

7. ADVERTISING

Licensee shall not use any Composition(s) for advertising or sponsorship purpose in any manner deemed by Owner to approach an advertising or sponsorship purpose. It is a condition of this license that neither the music nor the lyrics of any Composition are to be used in any advertisements, commercials or in printed form without the prior written consent of the Owner, other than as specifically provided for herein. Compositions shall not be isolated or positioned in a way that can be construed as advertising or promoting any product and/or service. Links to buy CDs and information regarding the artist/label shall not be considered prohibited uses.

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8. CREDIT

It is also a condition of this license that the writer(s) and copyright notice for each Composition be displayed on Licensee's website. Inadvertent failure by Licensee to post such notice shall not be considered a breach of this agreement if Licensee cures such failure within five (5) business days of receipt of written notice from Owner. Copyright information is found on Schedule A. You should contact our co-publishers (if any) to obtain their publishing credit information.

9. TERMINATION

The timely rendition of accounting statements, and the timely payment of any amount(s) due or to become due hereunder (whether by way of fixed payments or by reason of sales of the Licensed Product), is of the essence of this agreement. Any failure on the part of the Licensee to render accounting statements and/or to make payment when due, or any other breach of this license not cured by the Licensee within thirty (30) days following receipt of written notice from the Owner, shall constitute cause for termination of the Term of this license by the Owner. In the event of such termination, Owner shall have the right to exercise all of its rights and remedies, including but not limited to the right to bring an action for copyright infringement under the U.S. Copyright Act.

10. WARRANTIES/INDEMNIFICATIONS

(a) Each party warrants and represents to the other that it has the full right, power, and authority to enter into and to fully perform this agreement and, in the case of the Owner, to grant the rights granted to the Licensee hereunder. Each party agrees to indemnify, save and hold harmless the other party from all damages, liabilities, costs, losses or expenses arising out of or connected with any claim, demand, action or proceeding by a third party which is inconsistent with any of the warranties and representations made, and which is either: (i) fully adjudicated adverse to the indemnitor by a court, arbitrator or other forum of competent jurisdiction; or (ii) settled with the indemnitor's consent. Owner's liability to Licensee in any matter respecting the Composition shall in no event exceed the sums paid to Owner. Licensee warrants and represents that it shall acquire all rights necessary to operate a ringtone business.

(b) Each party shall notify the other party promptly of any claim, action or proceeding to which the foregoing indemnity relates, and the notified party shall have the right to participate in the defense thereof by counsel of its choice, at its sole cost and expense. However, in the event that any claim is made that the Composition infringes any other musical work (or any other third party right), the Owner shall have the right and obligation to assume control of the defense of such claim (and any related action or proceeding). Licensee shall have the right to assume control of all claims related to the Licensed Product.

11. JURISDICTION/LEGAL FEES

This agreement has been entered into in, and is to be interpreted in accordance with the laws of, the State of California. This license constitutes the entire agreement between the parties, superseding any and all prior oral and/or written agreements, and may not be altered or amended except by a further written agreement signed by both parties. Any and all disputes with respect to the interpretation and/or enforcement of this license shall be resolved in the Federal or State Courts situated in Los Angeles County, and both parties hereby submit to the jurisdiction of such Courts for such purpose. In any litigation between the parties, the prevailing party shall be entitled to recover its reasonable outside attorneys' fees and court costs.

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12. NOTICES

(a) Any notice required or permitted to be given pursuant to this agreement shall be given by registered or certified mail (return receipt requested), or by delivery under circumstances permitting delivery to be verified (e.g., Federal Express) to the parties at their respective addresses set forth above, or to such address as a party may hereafter designate by notice in like manner. Royalty statements and notices of change of address may be sent by regular mail and shall be deemed received when actually received.

(b) All notices to the Owner shall be directed to the attention of the Vice President, Legal & Business Affairs, with a courtesy copy by ordinary mail to Sr. Vice President, Finance & Administration, 1633 Broadway, 11th Floor, New York, NY 10019. Notices to Licensee shall be directed to:_____
_____.

13. NO PARTNERSHIP

Nothing herein shall create, expressly or implied, a partnership, joint venture or other association between the parties.

14. ENTIRE AGREEMENT

This agreement is the entire agreement between Owner and Licensee with respect to the subject matter hereof. This agreement may be amended only by a written instrument executed by both parties. A waiver by any party of any term or condition of this agreement must be in writing and shall not in any instance be deemed or construed as a waiver of such term or condition for the future, or any subsequent breach thereof. If any part of this license is determined to be invalid or unenforceable by a court of competent jurisdiction or by any other body having the necessary authority, the remainder of this license shall remain in full force and effect provided that the part invalidated or deemed unenforceable is not essential.

15. PARAGRAPH HEADINGS

Paragraph headings contained in this License are for convenience only and shall not be considered for any purpose in governing, limiting, modifying, construing or effecting the provisions of this License and shall not otherwise be given any legal effect.

16. CONFIDENTIALITY

Licensee and Owner agree that all information contained in this license and /or acquired in the course of business shall be kept confidential. Such information shall not be disclosed at any time except to the extent required by a court or other tribunal having jurisdiction or pursuant to rules and regulations of a governmental body. Notwithstanding the foregoing, the parties acknowledge that in certain situations, such as where a license contains a favored nations provision, the information contained in the license may have to be divulged.

17. ADMINISTRATIVE SHARE

This License pertains to Owner's Administrative Share of the Composition(s) only. If Owner controls less than one hundred percent (100%) of the Administrative Share, Licensee must obtain a license from each and every owner of an interest in the Composition for all of the uses authorized herein as a precondition to the exercise of any rights granted in this license.

It is a condition of the grant of this License that no Composition is positioned or used in conjunction with any visuals and/or property from any motion picture, television series or other production in which such Composition

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was used as a cue and/or soundtrack composition (or with any images substantially similar to such production or which uses or portrays any of the principal characters or key locations of that production) without further negotiation and license from both Owner and the owner(s) (or licensor(s)) of the applicable production or property. In the event that Licensee uses or authorizes such use, then Owner will be permitted to terminate this License upon giving written notice to Licensee without repayment of any monies paid under this License or other liability to the Licensee.

Additionally, it is a condition of the grant of this License that Licensee acknowledges (by signing below) that Licensor is the exclusive licensor of all musical compositions in Licensor's catalog (with respect to Licensor's ownership/controlling share in each such musical composition).

Please sign below if this License meets with your approval.

"OWNER"

REDACTED

By: Kent V. Klavens, Esq.
Title: VP, Legal & Business Affairs

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EXHIBIT CO 0122

EXECUTED COPY

Ring Tone License

Date: September 9, 2003

Owner: FAMOUS MUSIC CORPORATION
(on behalf of itself and the publishers it represents from the list of Compositions found on Schedule A)
10635 Santa Monica Blvd., Suite 300
Los Angeles, CA 90025
Tel: 310/441-1335 * Fax: 310/441-9094

Licensee:

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Compositions: See Schedule A

Controlled Share: See Schedule A

Writer(s): See Schedule A

Copyright Notice: See Schedule A

Licensed Product: Mobile phone downloadable ring tones embodying the Compositions. Ring tones will not exceed 30 seconds (:30), and will not include lyrics. Ring tones shall be playable only on the mobile phone they were ordered from (:30 samples of each Composition may be streamed to consumers via their computers).

Licensed Territory: United States only

Term of Agreement: The term shall be for one year, commencing on the date hereof. There shall be no so-called "sell-off" period. At the end of the Term (whether by expiration or other termination), all of Licensee's rights terminate, Licensee shall delete the Licensed Product from its website, and Licensee shall destroy all copies of the Licensed Product.

Exclusivity: None

Advance: No advance for this initial term. However, if Licensor and Licensee mutually decide to continue their relationship beyond the term of this agreement (to be negotiated via a separate document), Licensor shall be entitled to a reasonable advance.

Licensor shall also pay Owner a one-time fixing fee of REDACTED per Composition for the initial copy of each Composition that Licensee uploads to its server. Each upload, download, or any other transmission shall contain no more than one (1) Composition.

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Royalty: Licensee shall pay to Owner a license fee equal to the greater of REDACTED for each successful download/transmission, REDACTEDthe selling price of each ringtone, or REDACTEDof the gross revenues generated (prorated) from the ring tone website. Gross revenues include payment of any kind received by Licensee from advertising found on the ringtone website.

These royalty rates shall not set a precedent between Owner and Licensee for any future license agreements. If the downloads are ruled to be digital downloads subject to statutory digital download rates and such statutory digital download rates are higher than this agreement's royalty rate; the statutory download rates will apply to this agreement on the effective statutory rate date, if such date falls during the Term.

Favored Nations: In the event Licensee agrees to compensation or consideration in excess of the compensation or consideration to be paid to Owner hereunder, then effective as of the date of such agreement with any such licensor, Licensee shall immediately pay to Owner the amount equal to such compensation, and this license shall be deemed amended effective as of the date of such agreement with any such licensor, to include such more favorable provision. Upon request, Licensee shall provide Owner with copies of all such third party agreements.

1. ASSIGNABILITY

Owner may assign this license 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, Owner or which is in partnership with Owner and/or to any parent, affiliated or subsidiary company or corporation, or to any person or entity owning, or acquiring, all of a substantial part of Owner's stock and/or assets or which whom Owner may merge or be merged. Licensee may assign this license and any of its rights and obligations hereunder in whole or in party to any person or entity which controls, which is controlled by, or which is under common control with Licensee or to a person or entity owning, or acquiring all of a substantial part of Licensee's stock and/or assets or which whom Licensee may merge or be merged. Any assignment by Licensee shall not relieve Licensee of its responsibilities hereunder.

2. SAMPLES

Upon request, Licensee shall deliver to Owner audio samples of the Compositions for the Owner's review and approval. Licensee shall also enable Owner freely and without charge or expense to download ring tones embodying Owner's Compositions.

3. RIGHTS AND OBLIGATIONS

(a) Subject to the terms, conditions and limitations herein set forth, to the complete execution of this license, and to the payment of the applicable royalties for the rights granted herein, Owner hereby grants to Licensee the following non-exclusive, limited rights:

(i) To arrange and record, at Licensee's sole expense, up to thirty seconds (:30) of each Composition for use solely in connection with the creation of ringtones for mobile telephones/wireless devices. A "ringtone" shall be defined as a monophonic or polyphonic, midi-file or similar format version of a Composition, which announces an incoming telephone call on a mobile telephone or wireless communications device.

(ii) To sell downloads of the ringtones by means of digital transmission or other electronic delivery on and through Licensee's website or through Licensee's proprietary internet server on third party websites distributing ringtones, provided that the ringtones are served directly, and only, through the server and no ringtone shall be permanently stored or archived or offered for sale directly from said

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third party websites without being served from and through the server, by which a consumer can download a copy of the ringtone such that the ringtone may be embedded in their mobile telephone/wireless communications device.

(iii) To perform up to thirty seconds (:30) of the ringtone of each Composition in a "streamed" digital audio transmission from Licensee's website for demonstration purposes only.

(b) The Compositions shall not be offered or provided to consumers for uses other than as ring tones for mobile telephones/wireless communications devices.

(c) Any arrangements which Licensee shall cause to be made of the Composition shall be made at Licensee's own expense and shall be created only as the result of employment-for-hire, and such arrangement shall be a "work made for hire" as such term is used in the United States Copyright Law, and all copyrights therein and all renewals, extensions and reversions thereof throughout the world shall be owned by Company, subject to Licensee's use under this agreement. Arrangers shall not be entitled to authorship credit or status as a collaborator or any remuneration by way of royalty or otherwise from the authors of such Composition or from Owner or any of Owner's designated agents or from any society representing composer/publisher interests.

(d) Owner hereby reserves unto itself all rights of every kind and nature, now or hereafter known, except those expressly granted to Licensee herein. For example, this agreement does not convey to Licensee any right to:

(i) make any change to the basic melody of the music of the Composition;

(ii) use the lyrics of any Composition;

(iii) synchronize any Composition with any audio-visual sales message or marketing material (it being understood that during the ringing of the ringtone, the wireless device/mobile telephone may light up or otherwise notify the user of the incoming call);

(iv) authorize the creation of a recording which deliberately imitates the featured and commercially exploited vocal performance by an artist of a Composition;

(v) manufacture, sell or distribute audio phonorecords (other than ringtones) of the Composition(s);

(vi) utilize a sound recording and/or audiovisual master(s) not owned or separately licensed by Licensee (ie, this is not a master use license);

(vii) utilize the Composition(s) or any part thereof for advertising Licensee or promotional purposes in any form whatsoever; provided, however, that Licensee shall have the right to highlight or otherwise call attention to Licensor's Compositions on Licensee's website in a manner which would not be construed as advertising Licensor, Licensor's services or any other third party;

(viii) use of the names or likenesses of the writers or performers of any of the Compositions (any such use is prohibited, except writer credits) – however, Licensee may seek approval for the use of names/likenesses from the appropriate third party(ies);

(ix) publicly perform the Compositions – it is imperative that Licensee obtain the necessary performing rights licenses either from Owner via a separate

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agreement, or from Owner's duly authorized performing rights society(ies) or organization(s) in the Territory (i.e., ASCAP and/or BMI);

(x) use the story of the Composition; or

(xi) make any other use of the Composition not specifically and expressly authorized herein.

(e) No Composition shall be used in any manner which could be considered in bad taste or in an offensive manner. Licensee shall not use the Compositions in any manner which brings Owner, any of the composers of the Compositions, or any co-publisher into public disrepute or which reflects adversely on the Compositions.

(f) Licensee shall remove a ringtone of a Composition from Licensee's website within seven (7) business days from receipt of Owner's written notice requesting such removal, if such request is due to any type of legal issue relating to the Composition, or a request from the composer (or representative of a composer),owner and/or co-publisher of a Composition.

4. TERRITORY

The Licensed Product may only be sold within the Licensed Territory. The Licensed Product shall not be downloadable into countries outside of the Licensed Territory unless subject to a separate license from a local copyright society.

5. ACCOUNTING

(a) The Licensee shall keep true and accurate books and records with respect to all transactions pursuant to this license, in accordance with generally accepted accounting principles. Licensee must provide Owner with detailed accounting statements including the titles of all downloaded Compositions, the number of downloads per Composition, and the territory (if applicable) where the downloads took place. If any use of Compositions occurred prior to the Term, then Licensee must pay Owner for such uses.

(b) The Licensee shall deliver the accounting statements to the Owner (to the attention of VP Finance, The Famous Music Publishing Companies, 10635 Santa Monica Blvd., Suite #300, Los Angeles, CA 90025) within forty-five (45) days after the end of each calendar quarter during the Term, regardless of whether or not any of Owner's Compositions were downloaded during such period. Such accounting statement shall be accompanied by full payment of any amount shown to be due to the Owner thereon. Checks should be made payable to: Famous Music Corporation, tax ID# 13-0692800.

(c) Without limiting Owner's rights and remedies hereunder, at law or in equity, (i) past-due payments are subject to and to be accompanied by payment of interest thereon at the prime rate found in the Wall Street Journal (or a comparable source) on the due date plus two percent (2%) compounded daily from the date(s) upon which each such payment(s) first became due until the date(s) upon which each such payment(s) is remitted to Owner and (ii) Licensee shall reimburse Owner, within forty five (45) days from receipt of its invoice, for Owner's reasonable attorney's fees and costs arising out of the occurrence of any default event, including, without limitation, any failure by Licensee to timely render statements and account to Owner with respect to royalties which accrue to Owner in connection with Licensee's exploitation of its rights pursuant to the applicable provisions hereof.

6. AUDITS

The Owner shall have the right from time to time but not more than once per calendar year, upon at least ten (10) business days' prior written notice to the Licensee, to examine and audit the Licensee's books and records relative to this agreement, and to make copies or extracts of relevant portions therefrom

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Licensee shall cooperate with Owner's representative(s) to assist them in understanding all such material. Each statement (and the related accounting period) shall be available for examination and audit for three (3) years after such statement is received by the Owner. Thereafter, the statement will be deemed final and binding. The examination and audit shall take place during normal business hours at the Licensee's address as set forth above, or a such other address at which the Licensee's books and records are then regularly kept. Such examination and audit shall be at the Owner's expense, provided, however, that in the event that any such examination and audit reveals an underpayment of ten percent (10%) or more for the period(s) audited, the Licensee shall pay the cost of such examination and audit. In the event that an audit by Licensor discloses an underpayment in royalties due Licensor, Licensee shall promptly pay Licensor such discrepancy which is to be accompanied by payment of interest thereon at the prime rate found in the Wall Street Journal (or a comparable source) on the due date plus two percent (2%) compounded daily from the date(s) upon which each such payment(s) first became due until the date(s) upon which each such payment(s) is remitted to Owner.

7. ADVERTISING

It is a condition of this license that neither the music nor the lyrics of any Composition are to be used in any advertisements, commercials or in printed form without the prior written consent of the Owner, other than as specifically provided for herein. Compositions shall not be isolated or positioned in a way that can be construed as advertising or promoting any product or service. Links to buy CDs and information regarding the artist/label shall not be considered prohibited uses.

8. CREDIT

It is also a condition of this license that the copyright notice for each Composition be displayed on Licensee's website. Inadvertent failure by Licensee to post such notice shall not be considered a breach of this agreement if Licensee cures such failure within three (3) business days of receipt of written notice from Owner. Copyright information is found on Schedule A. You should contact our co-publishers to obtain their publishing credit information (e.g., co-publishers not controlled by Owner).

9. TERMINATION

The timely rendition of accounting statements, and the timely payment of any amount(s) due or to become due hereunder (whether by way of fixed payments or by reason of sales of the Licensed Product), is of the essence of this agreement. Any failure on the part of the Licensee to render accounting statements and/or to make payment when due, or any other breach of this license not cured by the Licensee within thirty (30) days following receipt of written notice from the Owner, shall constitute cause for termination of the Term of this license by the Owner. In the event of such termination, Owner shall have the right to exercise all of its rights and remedies, including but not limited to the right to bring an action for copyright infringement under the U.S. Copyright Act.

10. WARRANTIES/INDEMNIFICATIONS

(a) Each party warrants and represents to the other that it has the full right, power, and authority to enter into and to fully perform this agreement and, in the case of the Owner, to grant the rights granted to the Licensee hereunder. Each party agrees to indemnify, save and hold harmless the other party from all damages, liabilities, costs, losses or expenses arising out of or connected with any claim, demand, action or proceeding by a third party which is inconsistent with any of the warranties and representations made, and which is either: (i) fully adjudicated adverse to the indemnitor by a court, arbitrator or other forum of competent jurisdiction; or (ii) settled with the indemnitor's consent. Owner's liability to Licensee in any matter respecting the Composition shall in no event exceed the sums paid to Owner. Licensee warrants and represents that it shall acquire all rights necessary to operate a ringtone business. Licensee also warrants and represents that it shall obtain or secure (and maintain during the Term) all necessary and required licenses/clearances concerning the portions of Compositions not controlled by Publisher. Publisher's controlling percentages are listed on Schedule A.

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(b) Each party shall notify the other party promptly of any claim, action or proceeding to which the foregoing indemnity relates, and the notified party shall have the right to participate in the defense thereof by counsel of its choice, at its sole cost and expense. However, in the event that any claim is made that the Composition infringes any other musical work (or any other third party right), the Owner shall have the right and obligation to assume control of the defense of such claim (and any related action or proceeding). Licensee shall have the right to assume control of all claims related to the Licensed Product.

11. JURISDICTION/LEGAL FEES

This agreement has been entered into in, and is to be interpreted in accordance with the laws of, the State of California. This license constitutes the entire agreement between the parties, superseding any and all prior oral and/or written agreements, and may not be altered or amended except by a further written agreement signed by both parties. Any and all disputes with respect to the interpretation and/or enforcement of this license shall be resolved in the Federal or State Courts situated in Los Angeles County, and both parties hereby submit to the jurisdiction of such Courts for such purpose. In any litigation between the parties, the prevailing party shall be entitled to recover its reasonable outside attorneys' fees and court costs.

12. NOTICES

(a) Any notice required or permitted to be given pursuant to this agreement shall be given by registered or certified mail (return receipt requested), or by delivery under circumstances permitting delivery to be verified (e.g., Federal Express) to the parties at their respective addresses set forth above, or to such address as a party may hereafter designate by notice in like manner. Royalty statements and notices of change of address may be sent by regular mail and shall be deemed received when actually received.

(b) All notices to the Owner shall be directed to the attention of the Vice President, Legal & Business Affairs, with a courtesy copy by ordinary mail to Sr. Vice President, Finance & Administration, 1633 Broadway, 11th Floor, New York, NY 10019. Notices to Licensee shall be directed to _____
_____.

13. NO PARTNERSHIP

Nothing herein shall create, expressly or implied, a partnership, joint venture or other association between the parties.

14. ENTIRE AGREEMENT

This agreement is the entire agreement between Owner and Licensee with respect to the subject matter hereof. This agreement may be amended only by a written instrument executed by both parties. A waiver by any party of any term or condition of this agreement must be in writing and shall not in any instance be deemed or construed as a waiver of such term or condition for the future, or any subsequent breach thereof. If any part of this license is determined to be invalid or unenforceable by a court of competent jurisdiction or by any other body having the necessary authority, the remainder of this license shall remain in full force and effect provided that the part invalidated or deemed unenforceable is not essential.

15. PARAGRAPH HEADINGS

Paragraph headings contained in this License are for convenience only and shall not be considered for any purpose in governing, limiting, modifying, construing or effecting the provisions of this License and shall not otherwise be given any legal effect.

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16. CONFIDENTIALITY

Licensee and Owner agree that all information contained in this license and /or acquired in the course of business shall be kept confidential. Such information shall not be disclosed at any time except to the extent required by a court or other tribunal having jurisdiction or pursuant to rules and regulations of a governmental body. Notwithstanding the foregoing, the parties acknowledge that in certain situations, such as where a license contains a favored nations provision, the information contained in the license may have to be divulged.

It is a condition of the grant of this License that the Composition is not used with any visuals of any motion picture, television series or other production in which the Composition was used as a cue and/or soundtrack composition without the written approval from the owner or licensor of the applicable production or property, nor shall the Composition be used with any images substantially similar to such production or which uses or portrays any of the principal characters or key locations of that production without the written approval from such owner or licensor of the applicable production. In the event that Licensee uses or authorizes such use of the production without the written license of the owner or licensor of the production, then Owner will be permitted to terminate this License upon giving written notice to Licensee without repayment of any monies paid under this License or other liability to the Licensee. Licensee must provide Owner with a copy of any such written approval.

Please sign below if this License meets with your approval.

"OWNER"

REDACTED

By: Kent J. Klavens, Esq.
Title: VP, Legal & Business Affairs

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KM

Schedule A - REDACTED
(as of 09/10/03)

Title	Writers	Publishing	Famous Admin.	Fixing Fee
Ain't It Funny	Atkins, Crocker, Harvey, Douglas, Mack, Lorenzo	Blunts, Guns & Funds Music, Famous Music Corp. - ASCAP; DJ Irv Publ., Ensign Music Corp. - BMI	25%	$ 6.25
Alive	Bernardo, Curiel, Daniels, Sandoval	Souljah Music, Famous Music Corp. - ASCAP	100%	$ 25.00
All Eyez On Me	Arnold, Daniels, Jerkins, Jerkins III, Jones III, Ingram	Fred Jerkins Publ., Ensign Music Corp. - BMI	8.33%	$ 2.08
Always On Time	Atkins, Aurelius, Lorenzo	DJ Irv Publ., Ensign Music Corp. - BMI	25%	$ 6.25
Anything	Gist, Huggar, Moore	Uh Oh Entertainment, Inc., Famous Music Corp. - ASCAP	50%	$ 12.50
As I Come Back	Fareed, Higgins, Hugo, Jackson, Jones-Muhammad, Smith, Taylor, Williams	East Coast Stomp Music, T'Ziah's Music, Jelly-Tea Marijuana Music, Starbus Publ., Ensign Music Corp. BMI	31.66%	$ 7.92
Axel F	Faltermeyer	Famous Music Corp. - ASCAP	100%	$ 25.00
Baby	Dean, Douglas, Jordan, Lorenzo, Parker	Soldierz Touch, Famous Music Corp. - ASCAP; DJ Irv Publ., Ensign Music Corp. - BMI	12.5%	$ 3.13
Beautiful	Perry	Stuck In The Throat Music, Famous Music Corp. - ASCAP	100%	$ 25.00
Between Me And You	Atkins, Mays, Lorenzo	DJ Irv Publ., 6 Mo Shots Music, Ensign Music Corp. - BMI	50%	$ 12.50
Brady Bunch, The	Devol, Schwartz	Addax Music Co., Inc., Famous Music Corp. - ASCAP	100%	$ 25.00
Call Me	Harry, Moroder	Ensign Music Corp. - BMI	50%	$ 12.50
Can I Get A . . .	Atkins, Carter, Lorenzo, Mays	DJ Irv Publ., 6 Mo Shots Music, Ensign Music Corp. - BMI	50%	$ 12.50
Do You Wanna Roll	Broadus, Gilliam, Huggar, Jones, L. Troutman, R. Troutman	Uh Oh Entertainment, Inc., Famous Music Corp. - ASCAP	17.5%	$ 4.38
Down Ass Chick	Atkins, Aurelius, Lorenzo	DJ Irv Publ., Ensign Music Corp. - BMI	25%	$ 6.25
Down 4 U	Atkins, Aurelius, Douglas, Lane, Lorenzo, Parker, Troutman	Aurelius Publ., Soldierz Touch, Famous Music Corp. - ASCAP; DJ Irv Publ., Ensign Music Corp. - BMI	45%	$ 11.25
Eye Of The Tiger	Peterik, Sullivan	Three Wise Boys Music LLC, Ensign Music Corp. - BMI	50%	$ 12.50
Foolish	Aurelius, Debarge, Douglas, Jordan, Lorenzo	DJ Irv Publ., Ensign Music Corp. - BMI	12.5%	$ 3.13

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Schedule A - REDACTED
(as of 09/10/03)

Title	Writers	Publishing	Famous Admin.	Fixing Fee
Footloose	Pitchford	Ensign Music Corp. - BMI; Famous Music Corp. - ASCAP	100%	$ 25.00
Get The Party Started	Perry	Stuck In The Throat Music, Famous Music Corp. - ASCAP	100%	$ 25.00
Godfather Waltz	Rota	Famous Music Corp. - ASCAP	100%	$ 25.00
Happy	Calhoun, Douglas, Lorenzo, Parker	Soldierz Touch, Famous Music Corp. - ASCAP; DJ Irv Publ., Ensign Music Corp. - BMI	16.67%	$ 4.17
How We Roll	Lorenzo, Rios, Walcott	Tru Stylze Music, ISJ Music, Famous Music Corp. - ASCAP; DJ Irv Publ., Ensign Music Corp. - BMI	50%	$ 12.50
I Cry	Lorenzo, Mays	DJ Irv Publ., 6 Mo Shots Music, Ensign Music Corp. - BMI	20%	$ 5.00
I Hope You Dance	Sanders, Sillers	Choice Is Tragic Music, Ensign Music Corp. - BMI	50%	$ 12.50
I'm Real	Atkins, Aurelius, Johnson, Lorenzo	DJ Irv Publ., Ensign Music Corp. - BMI	16.7%	$ 4.18
Just In Case	Berkeley, Gist, Huggar	Uh Oh Entertainment, Inc., Famous Music Corp. - ASCAP	50%	$ 12.50
Live My Life	Atkins, Lorenzo, Santiago, Parker	Soldierz Touch, ISJ Music, Famous Music Corp. - ASCAP; DJ Irv Publ., Ensign Music Corp. - BMI	50%	$ 12.50
Livin' It Up	Atkins, Broadus, Haywood, Knight, Lorenzo, Mays, Wonder	DJ Irv Publ., 6 Mo Shots Music, Ensign Music Corp. - BMI	12.5%	$ 3.13
Make It Clap	Lewis, Smith, Thomas	Starbus Publishing, Ensign Music Corp. - BMI	30%	$ 7.50
Making Our Dreams Come True (Theme From *Laverne & Shirley*)	Fox, Gimbel	Bruin Music Co. - BMI	100%	$ 25.00
Mesmerize	Atkins, Bell, Creed, Lorenzo, Parker	Soldierz Touch, Famous Music Corp. - ASCAP; DJ Irv Publ., Ensign Music Corp. - BMI	25%	$ 6.25
Mission Impossible	Schifrin	Bruin Music Co. - BMI	100%	$ 25.00
Never Again	Atkins, Aurelius, Lorenzo	DJ Irv Publ., Ensign Music Corp. - BMI	25%	$ 6.25
#1	Haynes, Yaghnam	Up Above Publishing, Inc., Famous Music Publ. - ASCAP	50%	$ 12.50
Psycho (Prelude)	Herrmann	Ensign Music Corp. - BMI	100%	$ 25.00

MM

Schedule A - **REDACTED**
(as of 09/10/03)

Title	Writers	Publishing	Famous Admin.	Fixing Fee
Put It On Me	Atkins, Crocker, Lorenzo, Walcott	Blunts, Guns & Funds Music, Tru Stylze Music, Famous Music Corp. - ASCAP; DJ Irv Publ., Ensign Music Corp. - BMI	60%	$ 15.00
Ride Wit Us	Crocker, Gill, Lorenzo, Parker	Blunts, Guns & Funds Music, Soldierz Touch, ISJ Music, Famous Music Corp. - ASCAP; DJ Irv Publ., Ensign Music Corp. - BMI	16.66%	$ 4.17
Romeo And Juliet (Love Theme)	Rota	Famous Music Corp. - ASCAP	100%	$ 25.00
Satellite	Bernardo, Curiel, Daniels, Sandoval	Souljah Music, Famous Music Corp. - ASCAP	100%	$ 25.00
Silver Bells	Evans, Livingston	Famous Music Corp. - ASCAP	100%	$ 25.00
6 Feet Underground	Atkins, Hinson, Lorenzo	DJ Irv Publ., Ensign Music Corp. - BMI	25%	$ 6.25
Star Trek: Theme	Goldsmith	Ensign Music Corp. - BMI	100%	$ 25.00
Thug Lovin'	Atkins, Lorenzo, Parker, Wonder	Soldierz Touch, Famous Music Corp. - ASCAP; DJ Irv Publ., Ensign Music Corp. - BMI	25%	$ 6.25
Thugz Mansion	Aurelius, Hamilton, Jackson, Shakur	ISJ Music, Famous Music Corp. - ASCAP	25%	$ 6.25
Tossed Salad And Scrambled Eggs (Theme from "Frasier")	Miller, Phinnessee	Bruin Music Co. - BMI	100%	$ 25.00
What's Luv	Atkins, Britten, Cartagena, Lorenzo, Lyle, Parker, Rios	Soldierz Touch, Famous Music Corp. - ASCAP; DJ Irv Publ., Ensign Music Corp. - BMI	50%	$ 12.50
What's My Name	Hinson, Lorenzo, Simmons	DJ Irv Publishing, Ensign Music Corp. - BMI	25%	$ 6.25
Where Everybody Knows Your Name	Hart, Portnoy	Addax Music Co. - ASCAP	100%	$ 25.00
			Total for songs added =	$668.79

EXHIBIT CO 0123

#0001589

EXECUTED COPY

Ringtone License

Date: May 30, 2003

Owner: FAMOUS MUSIC CORPORATION
on behalf of itself and the publishers listed on Schedule A
10635 Santa Monica Blvd., Suite 300
Los Angeles, CA 90025
Tel: 310/441-1335 * Fax: 310/441-9094

Licensee:

REDACTED

Composition(s): See Schedule A

Administered Share: See Schedule A

Writer(s): See Schedule A

Copyright Notice: See Schedule A

Licensed Product: Mobile phone downloadable ring tones embodying the Composition (wireless device multimedia songs) defined as music files playable on cell phones.

Ring tones shall be playable only on the mobile phone they were ordered from, and via streaming (up to :30 only) from Licensee's ringtone website (but only when selected by the consumer and only for the purpose of assisting the consumer in selecting a ringtone for their phone).

Licensed Territory: United States only

Term of Agreement: The term shall be for one year, commencing on the date hereof (the "Term"). There shall be no so-called "sell-off" period. At the end of the Term (whether by expiration or other termination), all of Licensee's rights terminate, Licensee shall delete the Licensed Product from its website, and Licensee shall destroy all copies of the Licensed Product. If Licensee and Owner wish to extend the term of this license via an amendment or enter into a new agreement, Licensee shall not have to destroy all copies of the Licensed Product until the new term is over, provided that such an amendment or new agreement is executed no later than one (1) month after the Term of this license expires.

REDACTED

Exclusivity: None

Advance: REDACTED (recoupable against royalties)
Payable no later than June 16, 2003

Royalty: Licensee shall also pay Owner a one-time non-recoupable fixing fee of REDACTED per Composition (reduced to the extent that Owner does not administer 100% of a Composition) for the initial copy of each Composition that Licensee uploads to its server. Each upload, download, or any other transmission shall contain no more than one (1) Composition. **The corresponding fixing fee must be paid prior to the use of each Composition – payment of fixing fee(s) must be accompanied by a listing of the Composition(s).**

Licensee shall pay to Owner a license fee per Composition equal to the greater of REDACTED for each download/transmission (reduced to the extent that Owner does not administer 100% of a Composition), REDACTED the selling price of each ringtone (reduced to the extent that Owner does not administer 100% of a Composition), or REDACTED of the gross revenues generated (prorated) from the ring tone website. Gross revenues include payment of any kind received by Licensee from advertising found on the ringtone website.

These royalty rates shall not set a precedent between Owner and Licensee for any future license agreements. If the downloads are ruled to be digital downloads subject to statutory digital download rates and such statutory digital download rates are higher than this agreement's royalty rate, the statutory download rates will apply to this agreement on the effective statutory rate date, if such date falls during the Term.

Favored Nations: If Licensee agrees to provide any major music publisher with compensation or consideration in excess of the compensation or consideration to be paid to Owner hereunder, then effective as of the date of such agreement with any such major music publisher, Licensee shall immediately pay to Owner the amount equal to such compensation and/or consideration, and this license shall be deemed amended effective as of the date of such agreement with any such major music publisher to include such more favorable provision. Upon request, Licensee shall provide Owner with copies of all third party agreements. If Licensee is expressly prohibited from supplying Owner with a third party agreement by the language in the third party agreement, Licensee shall brief Owner about the royalty provisions from such third party agreement.

1. ASSIGNABILITY

Owner may assign this license 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, Owner or which is in partnership with Owner and/or to any parent, affiliated or subsidiary company or corporation, or to any person or entity owning, or acquiring, all of a substantial part of Owner's stock and/or assets or which whom Owner may merge or be merged. Upon Owner's written approval, not to be unreasonably withheld (if approval is withheld, Owner shall have the right to terminate this agreement), Licensee may assign this license and any of its rights and obligations hereunder in whole or in party to any person or entity which controls, which is controlled by, or which is under common control with Licensee or to a person or entity owning, or acquiring all of a substantial part of Licensee's stock and/or assets or which whom Licensee may merge or be merged. Any such assignment by Licensee shall not relieve Licensee of its responsibilities hereunder, although Licensee shall thereafter be secondarily liable.

REDACTED

2. SAMPLES

Upon request, Licensee shall deliver to Owner audio samples of each Composition for the Owner's review and approval. If possible, Licensee shall also enable Owner freely and without charge or expense to download ring tones embodying Owner's Composition.

3. RIGHTS AND OBLIGATIONS

(a) Subject to the terms, conditions and limitations herein set forth, to the complete execution of this license, and to the payment of the applicable royalties for the rights granted herein, Owner hereby grants to Licensee the following non-exclusive, limited rights:

(i) To arrange and record, at Licensee's sole expense, up to thirty seconds (:30) of each Composition for use solely in connection with the creation of ringtones for mobile telephones/wireless devices. A "ringtone" shall be defined as a monophonic or polyphonic, midi-file or similar format version of a Composition, which announces an incoming telephone call on a mobile telephone or wireless communications device.

(ii) To sell downloads of the ringtones by means of digital transmission or other electronic delivery on and through Licensee's website or through Licensee's proprietary internet server on third party websites distributing ringtones, provided that the ringtones are served directly, and only, through the server and no ringtone shall be permanently stored or archived or offered for sale directly from said third party websites without being served from and through the server, by which a consumer can download a copy of the ringtone such that the ringtone may be embedded in their mobile telephone/wireless communications device.

(iii) To offer up to thirty seconds (:30) of the ringtone of each Composition in a "streamed" digital audio transmission from Licensee's website for demonstration purposes only.

(b) The Composition(s) shall not be offered or provided to consumers for uses other than as ring tones for mobile telephones/wireless communications devices.

(c) Any arrangements which Licensee shall cause to be made of each Composition shall be made at Licensee's own expense and shall be created only as the result of employment-for-hire, and such arrangement shall be a "work made for hire" as such term is used in the United States Copyright Law, and all copyrights therein and all renewals, extensions and reversions thereof throughout the world shall be owned by Company, subject to Licensee's use under this agreement. Arrangers shall not be entitled to authorship credit or status as a collaborator or any remuneration by way of royalty or otherwise from the authors of such Composition(s) or from Owner or any of Owner's designated agents or from any society representing composer/publisher interests.

(d) Owner hereby reserves unto itself all rights of every kind and nature, now or hereafter known, except those expressly granted to Licensee herein. For example, this agreement does not convey to Licensee any right to:

(i) make any change to the basic melody of the music of a Composition(s);

(ii) use the lyrics of a Composition(s);

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P.S.

(iii) use a Composition(s) for any advertising or sponsorship purpose, or in any manner deemed by Owner to approach an advertising or sponsorship purpose;

(iv) authorize the creation of a recording which deliberately imitates the featured and commercially exploited vocal performance by an artist of a Composition(s);

(v) manufacture, sell or distribute audio phonorecords (other than ringtones) of a Composition(s);

(vi) utilize a sound recording without a separate license from the appropriate third party (ie, this is not a master use license);

(vii) utilize a Composition(s) or any part thereof for advertising Licensee or promotional purposes in any form whatsoever; provided, however, that Licensee shall have the right to highlight or otherwise call attention to Licensor's Compositions on Licensee's website in a manner which would not be construed as advertising Licensor, Licensor's services or any other third party;

(viii) use of the names or likenesses of the writers or performers of a Composition(s) (any such use is prohibited, except writer credits) – however, Licensee may seek approval for the use of names/likenesses from the appropriate third party(ies);

(ix) publicly perform a Composition(s) – it is imperative that Licensee obtain the necessary performing rights clearance either from Owner via a separate agreement, or from Owner's duly authorized performing rights society(ies) or organization(s) in the Territory (i.e., ASCAP, BMI and/or SESAC);

(x) synchronize a Composition(s) with <u>any</u> graphic and/or visual images;

(xi) use the story of a Composition(s); or

(xii) make any other use of a Composition(s) not specifically and expressly authorized herein.

(e) No Composition shall be used by Licensee in any manner which could be considered in bad taste or in an offensive manner. Licensee shall not use a Composition(s) in any manner which brings Owner, any of the composers of the Composition(s), or any co-publisher into public disrepute or which reflects adversely on the Composition(s).

(f) Licensee shall remove a ringtone of a Composition from Licensee's website within five (5) business days from receipt of Owner's written notice requesting such removal, if such request is due to any type of legal issue relating to the Composition, or a request from the composer (or representative of a composer), owner and/or co-publisher of a Composition.

4. <u>TERRITORY</u>

The Licensed Product may only be sold within the Licensed Territory. The Licensed Product shall not be downloadable into countries outside of the Licensed Territory unless subject to a separate license from a local copyright society.

REDACTED

5. ACCOUNTING

(a) The Licensee shall keep true and accurate books and records with respect to all transactions pursuant to this license, in accordance with generally accepted accounting principles. Licensee must provide Owner with detailed accounting statements including the titles of all downloaded Compositions, the number of downloads per Composition, and the territory (if applicable) where the downloads took place. If any use of Compositions occurred prior to the Term, then Licensee must pay Owner for such uses.

(b) The Licensee shall deliver the accounting statements to the Owner (to the attention of VP Finance, The Famous Music Publishing Companies, 10635 Santa Monica Blvd., Suite #300, Los Angeles, CA 90025) within forty-five (45) days after the end of each calendar quarter during the Term, regardless of whether or not any of Owner's Compositions were downloaded during such period. Such accounting statement shall be accompanied by full payment of any amount shown to be due to the Owner thereon. Checks should be made payable to: Famous Music Corporation, tax ID# 13-0692800.

(c) Without limiting Owner's rights and remedies hereunder, at law or in equity, (i) past-due payments are subject to and to be accompanied by payment of interest thereon at the prime rate found in the Wall Street Journal (or a comparable source) on the due date plus two percent (2%) compounded daily from the date(s) upon which each such payment(s) first became due until the date(s) upon which each such payment(s) is remitted to Owner and (ii) Licensee shall reimburse Owner, within forty five (45) days from receipt of its invoice, for Owner's reasonable outside attorney's fees and actual court costs arising out of the occurrence of any default event, including, without limitation, any failure by Licensee to timely render statements and account to Owner with respect to royalties which accrue to Owner in connection with Licensee's exploitation of its rights pursuant to the applicable provisions hereof.

6. AUDITS

The Owner shall have the right from time to time but not more than once per calendar year, upon at least ten (10) business days' prior written notice to the Licensee, to examine and audit the Licensee's books and records relative to this agreement, and to make copies or extracts of relevant portions therefrom. Licensee shall cooperate with Owner's representative(s) to assist them in understanding all such material. Each statement (and the related accounting period) shall be available for examination and audit for three (3) years after such statement is received by the Owner. Thereafter, the statement will be deemed final and binding. The examination and audit shall take place during normal business hours at the Licensee's address as set forth above, or a such other address at which the Licensee's books and records are then regularly kept. Such examination and audit shall be at the Owner's expense, provided, however, that in the event that any such examination and audit reveals an underpayment of ten percent (10%) or more for the period(s) audited, the Licensee shall pay the cost of such examination and audit. In the event that an audit by Licensor discloses an underpayment in royalties due Licensor, Licensee shall promptly pay Licensor such discrepancy which is to be accompanied by payment of interest thereon at the prime rate found in the Wall Street Journal (or a comparable source) on the due date plus two percent (2%) compounded daily from the date(s) upon which each such payment(s) first became due until the date(s) upon which each such payment(s) is remitted to Owner.

7. ADVERTISING

Licensee shall not use any Composition(s) for advertising or sponsorship purpose in any manner deemed by Owner to approach an advertising or sponsorship purpose. It is a condition of this license that neither the music nor the lyrics of any Composition are to be used in any advertisements, commercials or in printed form without the prior written consent of the Owner, other than as specifically provided for herein. Compositions shall not be isolated or positioned in a way that can be construed as advertising or promoting any product and/or service. Links to buy CDs and information regarding the artist/label shall not be considered prohibited uses.

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8. CREDIT

It is also a condition of this license that the writer(s) and copyright notice for each Composition be displayed on Licensee's website. Inadvertent failure by Licensee to post such notice shall not be considered a breach of this agreement if Licensee cures such failure within five (5) business days of receipt of written notice from Owner. Copyright information is found on Schedule A. You should contact our co-publishers (if any) to obtain their publishing credit information.

9. TERMINATION

The timely rendition of accounting statements, and the timely payment of any amount(s) due or to become due hereunder (whether by way of fixed payments or by reason of sales of the Licensed Product), is of the essence of this agreement. Any failure on the part of the Licensee to render accounting statements and/or to make payment when due, or any other breach of this license not cured by the Licensee within thirty (30) days following receipt of written notice from the Owner, shall constitute cause for termination of the Term of this license by the Owner. In the event of such termination, Owner shall have the right to exercise all of its rights and remedies, including but not limited to the right to bring an action for copyright infringement under the U.S. Copyright Act.

10. WARRANTIES/INDEMNIFICATIONS

(a) Each party warrants and represents to the other that it has the full right, power, and authority to enter into and to fully perform this agreement and, in the case of the Owner, to grant the rights granted to the Licensee hereunder. Each party agrees to indemnify, save and hold harmless the other party from all damages, liabilities, costs, losses or expenses arising out of or connected with any claim, demand, action or proceeding by a third party which is inconsistent with any of the warranties and representations made, and which is either: (i) fully adjudicated adverse to the indemnitor by a court, arbitrator or other forum of competent jurisdiction; or (ii) settled with the indemnitor's consent. Owner's liability to Licensee in any matter respecting the Composition shall in no event exceed the sums paid to Owner. Licensee warrants and represents that it shall acquire all rights necessary to operate a ringtone business.

(b) Each party shall notify the other party promptly of any claim, action or proceeding to which the foregoing indemnity relates, and the notified party shall have the right to participate in the defense thereof by counsel of its choice, at its sole cost and expense. However, in the event that any claim is made that the Composition infringes any other musical work (or any other third party right), the Owner shall have the right and obligation to assume control of the defense of such claim (and any related action or proceeding). Licensee shall have the right to assume control of all claims related to the Licensed Product.

11. JURISDICTION/LEGAL FEES

This agreement has been entered into in, and is to be interpreted in accordance with the laws of, the State of California. This license constitutes the entire agreement between the parties, superseding any and all prior oral and/or written agreements, and may not be altered or amended except by a further written agreement signed by both parties. Any and all disputes with respect to the interpretation and/or enforcement of this license shall be resolved in the Federal or State Courts situated in Los Angeles County, and both parties hereby submit to the jurisdiction of such Courts for such purpose. In any litigation between the parties, the prevailing party shall be entitled to recover its reasonable outside attorneys' fees and court costs.

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12. NOTICES

(a) Any notice required or permitted to be given pursuant to this agreement shall be given by registered or certified mail (return receipt requested), or by delivery under circumstances permitting delivery to be verified (e.g., Federal Express) to the parties at their respective addresses set forth above, or to such address as a party may hereafter designate by notice in like manner. Royalty statements and notices of change of address may be sent by regular mail and shall be deemed received when actually received.

(b) All notices to the Owner shall be directed to the attention of the Vice President, Legal & Business Affairs, with a courtesy copy by ordinary mail to Sr. Vice President, Finance & Administration, 1633 Broadway, 11th Floor, New York, NY 10019. Notices to Licensee shall be directed to:_____

_____.

13. NO PARTNERSHIP

Nothing herein shall create, expressly or implied, a partnership, joint venture or other association between the parties.

14. ENTIRE AGREEMENT

This agreement is the entire agreement between Owner and Licensee with respect to the subject matter hereof. This agreement may be amended only by a written instrument executed by both parties. A waiver by any party of any term or condition of this agreement must be in writing and shall not in any instance be deemed or construed as a waiver of such term or condition for the future, or any subsequent breach thereof. If any part of this license is determined to be invalid or unenforceable by a court of competent jurisdiction or by any other body having the necessary authority, the remainder of this license shall remain in full force and effect provided that the part invalidated or deemed unenforceable is not essential.

15. PARAGRAPH HEADINGS

Paragraph headings contained in this License are for convenience only and shall not be considered for any purpose in governing, limiting, modifying, construing or effecting the provisions of this License and shall not otherwise be given any legal effect.

16. CONFIDENTIALITY

Licensee and Owner agree that all information contained in this license and /or acquired in the course of business shall be kept confidential. Such information shall not be disclosed at any time except to the extent required by a court or other tribunal having jurisdiction or pursuant to rules and regulations of a governmental body. Notwithstanding the foregoing, the parties acknowledge that in certain situations, such as where a license contains a favored nations provision, the information contained in the license may have to be divulged.

17. ADMINISTRATIVE SHARE

This License pertains to Owner's Administrative Share of the Composition(s) only. If Owner controls less than one hundred percent (100%) of the Administrative Share, Licensee must obtain a license from each and every owner of an interest in the Composition for all of the uses authorized herein as a precondition to the exercise of any rights granted in this license.

It is a condition of the grant of this License that no Composition is positioned or used in conjunction with any visuals and/or property from any motion picture, television series or other production in which such Composition was used as a cue and/or soundtrack composition (or with any images substantially similar to such production or

REDACTED

which uses or portrays any of the principal characters or key locations of that production) without further negotiation and license from both Owner and the owner(s) (or licensor(s)) of the applicable production or property. In the event that Licensee uses or authorizes such use, then Owner will be permitted to terminate this License upon giving written notice to Licensee without repayment of any monies paid under this License or other liability to the Licensee.

Please sign below if this License meets with your approval.

"OWNER"

REDACTED

By: Kent J. Klavens, Esq.
Title: VP, Legal & Business Affairs

REDACTED

f.l.s.

Schedule A
(as of 6/16/03)

tle	Writers	Publishing	Famous Admin.	Fixing Fee
Ave Maria	G. Santander, K. Santander	Santander Melodies, Famous Music Corp. - ASCAP; Kike Santander Music, Ensign Music Corp. - BMI	100%	$ 25.00
Azul	G. Santander, K. Santander	Clear Mind Music, LLC, Famous Music Corp. - ASCAP	60%	$ 15.00
Clavame Tu Amor	Arroyave, Sanchez	Santander Melodies, Famous Music Corp. - ASCAP; Santander Songs, Ensign Music Corp. - BMI	100%	$ 25.00
Entre El Delirio Y La Locura	G. Santander, K. Santander	Santander Melodies, Famous Music Corp. - ASCAP; Kike Santander Music, Ensign Music Corp. - BMI	100%	$ 25.00
Por Mas Que Intento	K. Santander	Kike Santander Music, Ensign Music Corp. - BMI	100%	$ 25.00

EXHIBIT CO 0124

#0001442

EXECUTED COPY

Ringtone License

Date: April 5, 2003

Owner: FAMOUS MUSIC CORPORATION
on behalf of itself and the publishers listed on Schedule A
10635 Santa Monica Blvd., Suite 300
Los Angeles, CA 90025
Tel: 310/441-1335 * Fax: 310/441-9094

Licensee: REDACTED

Composition(s): See Schedule A

Administered Share: See Schedule A

Writer(s): See Schedule A

Copyright Notice: See Schedule A

Licensed Product: Mobile phone downloadable ring tones embodying the Composition (wireless device multimedia songs) defined as music files playable on cell phones.

Ring tones shall be playable only on the mobile phone they were ordered from, and via streaming (up to :30 only) from Licensee's ringtone website (but only when selected by the consumer and only for the purpose of assisting the consumer in selecting a ringtone for their phone).

Licensed Territory: United States only

Term of Agreement: The term shall be for one year, commencing on the date hereof (the "Term"). There shall be no so-called "sell-off" period. At the end of the Term (whether by expiration or other termination), all of Licensee's rights terminate, Licensee shall delete the Licensed Product from its website, and Licensee shall destroy all copies of the Licensed Product. If Licensee and Owner wish to extend the term of this license via an amendment or enter into a new agreement, Licensee shall not have to destroy all copies of the Licensed Product until the new term is over, provided that such an amendment or new agreement is executed no later than one (1) month after the Term of this license expires.

REDACTED

PL

Exclusivity: None

Advance: REDACTED (recoupable against royalties)
Payable no later than May 1, 2003

Royalty: Licensee shall also pay Owner a one-time non-recoupable fixing fee of REDACTED per Composition (reduced to the extent that Owner does not administer 100% of a Composition) for the initial copy of each Composition that Licensee uploads to its server. Each upload, download, or any other transmission shall contain no more than one (1) Composition. The corresponding fixing fee must be paid prior to the use of each Composition – payment of fixing fee(s) must be accompanied by a listing of the Composition(s).

Licensee shall pay to Owner a license fee per Composition equal to the greater of REDACTED for each download/transmission (reduced to the extent that Owner does not administer 100% of a Composition), REDACTED selling price of each ringtone (reduced to the extent that Owner does not administer 100% of a Composition), or REDACTEDof the gross revenues generated (prorated) from the ring tone website. Gross revenues include payment of any kind received by Licensee from advertising found on the ringtone website.

These royalty rates shall not set a precedent between Owner and Licensee for any future license agreements. If the downloads are ruled to be digital downloads subject to statutory digital download rates and such statutory digital download rates are higher than this agreement's royalty rate, the statutory download rates will apply to this agreement on the effective statutory rate date, if such date falls during the Term.

Favored Nations: If Licensee agrees to provide any major music publisher with compensation or consideration in excess of the compensation or consideration to be paid to Owner hereunder, then effective as of the date of such agreement with any such major music publisher, Licensee shall immediately pay to Owner the amount equal to such compensation and/or consideration, and this license shall be deemed amended effective as of the date of such agreement with any such major music publisher to include such more favorable provision. Upon request, Licensee shall provide Owner with copies of all third party agreements. If Licensee is expressly prohibited from supplying Owner with a third party agreement by the language in the third party agreement, Licensee shall brief Owner about the royalty provisions from such third party agreement.

1. ASSIGNABILITY

Owner may assign this license 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, Owner or which is in partnership with Owner and/or to any parent, affiliated or subsidiary company or corporation, or to any person or entity owning, or acquiring, all of a substantial part of Owner's stock and/or assets or which whom Owner may merge or be merged. Upon Owner's written approval, not to be unreasonably withheld (if approval is withheld, Owner shall have the right to terminate this agreement), Licensee may assign this license and any of its rights and obligations hereunder in whole or in party to any person or entity which controls, which is controlled by, or which is under common control with Licensee or to a person or entity owning, or acquiring all of a substantial part of Licensee's stock and/or assets or which whom Licensee may merge or be merged. Any such assignment by Licensee shall not relieve Licensee of its responsibilities hereunder, although Licensee shall thereafter be secondarily liable.

REDACTED

PL

2. SAMPLES

Upon request, Licensee shall deliver to Owner audio samples of each Composition for the Owner's review and approval. If possible, Licensee shall also enable Owner freely and without charge or expense to download ring tones embodying Owner's Composition.

3. RIGHTS AND OBLIGATIONS

(a) Subject to the terms, conditions and limitations herein set forth, to the complete execution of this license, and to the payment of the applicable royalties for the rights granted herein, Owner hereby grants to Licensee the following non-exclusive, limited rights:

(i) To arrange and record, at Licensee's sole expense, up to thirty seconds (:30) of each Composition for use solely in connection with the creation of ringtones for mobile telephones/wireless devices. A "ringtone" shall be defined as a monophonic or polyphonic, midi-file or similar format version of a Composition, which announces an incoming telephone call on a mobile telephone or wireless communications device.

(ii) To sell downloads of the ringtones by means of digital transmission or other electronic delivery on and through Licensee's website or through Licensee's proprietary internet server on third party websites distributing ringtones, provided that the ringtones are served directly, and only, through the server and no ringtone shall be permanently stored or archived or offered for sale directly from said third party websites without being served from and through the server, by which a consumer can download a copy of the ringtone such that the ringtone may be embedded in their mobile telephone/wireless communications device.

(iii) To offer up to thirty seconds (:30) of the ringtone of each Composition in a "streamed" digital audio transmission from Licensee's website for demonstration purposes only.

(b) The Composition(s) shall not be offered or provided to consumers for uses other than as ring tones for mobile telephones/wireless communications devices.

(c) Any arrangements which Licensee shall cause to be made of each Composition shall be made at Licensee's own expense and shall be created only as the result of employment-for-hire, and such arrangement shall be a "work made for hire" as such term is used in the United States Copyright Law, and all copyrights therein and all renewals, extensions and reversions thereof throughout the world shall be owned by Company, subject to Licensee's use under this agreement. Arrangers shall not be entitled to authorship credit or status as a collaborator or any remuneration by way of royalty or otherwise from the authors of such Composition(s) or from Owner or any of Owner's designated agents or from any society representing composer/publisher interests.

(d) Owner hereby reserves unto itself all rights of every kind and nature, now or hereafter known, except those expressly granted to Licensee herein. For example, this agreement does <u>not</u> convey to Licensee any right to:

(i) make any change to the basic melody of the music of a Composition(s);

(ii) use the lyrics of a Composition(s);

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(iii) use a Composition(s) for any advertising or sponsorship purpose, or in any manner deemed by Owner to approach an advertising or sponsorship purpose;

(iv) authorize the creation of a recording which deliberately imitates the featured and commercially exploited vocal performance by an artist of a Composition(s);

(v) manufacture, sell or distribute audio phonorecords (other than ringtones) of a Composition(s);

(vi) utilize a sound recording without a separate license from the appropriate third party (ie, this is not a master use license);

(vii) utilize a Composition(s) or any part thereof for advertising Licensee or promotional purposes in any form whatsoever; provided, however, that Licensee shall have the right to highlight or otherwise call attention to Licensor's Compositions on Licensee's website in a manner which would not be construed as advertising Licensor, Licensor's services or any other third party;

(viii) use of the names or likenesses of the writers or performers of a Composition(s) (any such use is prohibited, except writer credits) – however, Licensee may seek approval for the use of names/likenesses from the appropriate third party(ies);

(ix) publicly perform a Composition(s) – it is imperative that Licensee obtain the necessary performing rights clearance either from Owner via a separate agreement, or from Owner's duly authorized performing rights society(ies) or organization(s) in the Territory (i.e., ASCAP, BMI and/or SESAC);

(x) synchronize a Composition(s) with any graphic and/or visual images;

(xi) use the story of a Composition(s); or

(xii) make any other use of a Composition(s) not specifically and expressly authorized herein.

(e) No Composition shall be used in any manner which could be considered in bad taste or in an offensive manner. Licensee shall not use a Composition(s) in any manner which brings Owner, any of the composers of the Composition(s), or any co-publisher into public disrepute or which reflects adversely on the Composition(s).

(f) Licensee shall remove a ringtone of a Composition from Licensee's website within five (5) business days from receipt of Owner's written notice requesting such removal, if such request is due to any type of legal issue relating to the Composition, or a request from the composer (or representative of a composer), owner and/or co-publisher of a Composition.

4. <u>TERRITORY</u>

The Licensed Product may only be sold within the Licensed Territory. The Licensed Product shall not be downloadable into countries outside of the Licensed Territory unless subject to a separate license from a local copyright society.

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5. ACCOUNTING

(a) The Licensee shall keep true and accurate books and records with respect to all transactions pursuant to this license, in accordance with generally accepted accounting principles. Licensee must provide Owner with detailed accounting statements including the titles of all downloaded Compositions, the number of downloads per Composition, and the territory (if applicable) where the downloads took place. If any use of Compositions occurred prior to the Term, then Licensee must pay Owner for such uses.

(b) The Licensee shall deliver the accounting statements to the Owner (to the attention of VP Finance, The Famous Music Publishing Companies, 10635 Santa Monica Blvd., Suite #300, Los Angeles, CA 90025) within forty-five (45) days after the end of each calendar quarter during the Term, regardless of whether or not any of Owner's Compositions were downloaded during such period. Such accounting statement shall be accompanied by full payment of any amount shown to be due to the Owner thereon. Checks should be made payable to: Famous Music Corporation, tax ID# 13-0692800.

(c) Without limiting Owner's rights and remedies hereunder, at law or in equity, (i) past-due payments are subject to and to be accompanied by payment of interest thereon at the prime rate found in the Wall Street Journal (or a comparable source) on the due date plus two percent (2%) compounded daily from the date(s) upon which each such payment(s) first became due until the date(s) upon which each such payment(s) is remitted to Owner and (ii) Licensee shall reimburse Owner, within forty five (45) days from receipt of its invoice, for Owner's reasonable outside attorney's fees and actual court costs arising out of the occurrence of any default event, including, without limitation, any failure by Licensee to timely render statements and account to Owner with respect to royalties which accrue to Owner in connection with Licensee's exploitation of its rights pursuant to the applicable provisions hereof.

6. AUDITS

The Owner shall have the right from time to time but not more than once per calendar year, upon at least ten (10) business days' prior written notice to the Licensee, to examine and audit the Licensee's books and records relative to this agreement, and to make copies or extracts of relevant portions therefrom. Licensee shall cooperate with Owner's representative(s) to assist them in understanding all such material. Each statement (and the related accounting period) shall be available for examination and audit for three (3) years after such statement is received by the Owner. Thereafter, the statement will be deemed final and binding. The examination and audit shall take place during normal business hours at the Licensee's address as set forth above, or a such other address at which the Licensee's books and records are then regularly kept. Such examination and audit shall be at the Owner's expense, provided, however, that in the event that any such examination and audit reveals an underpayment of ten percent (10%) or more for the period(s) audited, the Licensee shall pay the cost of such examination and audit. In the event that an audit by Licensor discloses an underpayment in royalties due Licensor, Licensee shall promptly pay Licensor such discrepancy which is to be accompanied by payment of interest thereon at the prime rate found in the Wall Street Journal (or a comparable source) on the due date plus two percent (2%) compounded daily from the date(s) upon which each such payment(s) first became due until the date(s) upon which each such payment(s) is remitted to Owner.

7. ADVERTISING

Licensee shall not use any Composition(s) for advertising or sponsorship purpose in any manner deemed by Owner to approach an advertising or sponsorship purpose. It is a condition of this license that neither the music nor the lyrics of any Composition are to be used in any advertisements, commercials or in printed form without the prior written consent of the Owner, other than as specifically provided for herein. Compositions shall not be isolated or positioned in a way that can be construed as advertising or promoting any product and/or service. Links to buy CDs and information regarding the artist/label shall not be considered prohibited uses.

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8. CREDIT

It is also a condition of this license that the copyright notice for each Composition be displayed on Licensee's website. Inadvertent failure by Licensee to post such notice shall not be considered a breach of this agreement if Licensee cures such failure within five (5) business days of receipt of written notice from Owner. Copyright information is found on Schedule A. You should contact our co-publishers (if any) to obtain their publishing credit information.

9. TERMINATION

The timely rendition of accounting statements, and the timely payment of any amount(s) due or to become due hereunder (whether by way of fixed payments or by reason of sales of the Licensed Product), is of the essence of this agreement. Any failure on the part of the Licensee to render accounting statements and/or to make payment when due, or any other breach of this license not cured by the Licensee within thirty (30) days following receipt of written notice from the Owner, shall constitute cause for termination of the Term of this license by the Owner. In the event of such termination, Owner shall have the right to exercise all of its rights and remedies, including but not limited to the right to bring an action for copyright infringement under the U.S. Copyright Act.

10. WARRANTIES/INDEMNIFICATIONS

(a) Each party warrants and represents to the other that it has the full right, power, and authority to enter into and to fully perform this agreement and, in the case of the Owner, to grant the rights granted to the Licensee hereunder. Each party agrees to indemnify, save and hold harmless the other party from all damages, liabilities, costs, losses or expenses arising out of or connected with any claim, demand, action or proceeding by a third party which is inconsistent with any of the warranties and representations made, and which is either: (i) fully adjudicated adverse to the indemnitor by a court, arbitrator or other forum of competent jurisdiction; or (ii) settled with the indemnitor's consent. Owner's liability to Licensee in any matter respecting the Composition shall in no event exceed the sums paid to Owner. Licensee warrants and represents that it shall acquire all rights necessary to operate a ringtone business.

(b) Each party shall notify the other party promptly of any claim, action or proceeding to which the foregoing indemnity relates, and the notified party shall have the right to participate in the defense thereof by counsel of its choice, at its sole cost and expense. However, in the event that any claim is made that the Composition infringes any other musical work (or any other third party right), the Owner shall have the right and obligation to assume control of the defense of such claim (and any related action or proceeding). Licensee shall have the right to assume control of all claims related to the Licensed Product.

11. JURISDICTION/LEGAL FEES

This agreement has been entered into in, and is to be interpreted in accordance with the laws of, the State of California. This license constitutes the entire agreement between the parties, superseding any and all prior oral and/or written agreements, and may not be altered or amended except by a further written agreement signed by both parties. Any and all disputes with respect to the interpretation and/or enforcement of this license shall be resolved in the Federal or State Courts situated in Los Angeles County, and both parties hereby submit to the jurisdiction of such Courts for such purpose. In any litigation between the parties, the prevailing party shall be entitled to recover its reasonable outside attorneys' fees and court costs.

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12. NOTICES

(a) Any notice required or permitted to be given pursuant to this agreement shall be given by registered or certified mail (return receipt requested), or by delivery under circumstances permitting delivery to be verified (e.g., Federal Express) to the parties at their respective addresses set forth above, or to such address as a party may hereafter designate by notice in like manner. Royalty statements and notices of change of address may be sent by regular mail and shall be deemed received when actually received.

(b) All notices to the Owner shall be directed to the attention of the Vice President, Legal & Business Affairs, with a courtesy copy by ordinary mail to Sr. Vice President, Finance & Administration, 1633 Broadway, 11th Floor, New York, NY 10019. Notices to Licensee shall be directed to:_____

_____.

13. NO PARTNERSHIP

Nothing herein shall create, expressly or implied, a partnership, joint venture or other association between the parties.

14. ENTIRE AGREEMENT

This agreement is the entire agreement between Owner and Licensee with respect to the subject matter hereof. This agreement may be amended only by a written instrument executed by both parties. A waiver by any party of any term or condition of this agreement must be in writing and shall not in any instance be deemed or construed as a waiver of such term or condition for the future, or any subsequent breach thereof. If any part of this license is determined to be invalid or unenforceable by a court of competent jurisdiction or by any other body having the necessary authority, the remainder of this license shall remain in full force and effect provided that the part invalidated or deemed unenforceable is not essential.

15. PARAGRAPH HEADINGS

Paragraph headings contained in this License are for convenience only and shall not be considered for any purpose in governing, limiting, modifying, construing or effecting the provisions of this License and shall not otherwise be given any legal effect.

16. CONFIDENTIALITY

Licensee and Owner agree that all information contained in this license and /or acquired in the course of business shall be kept confidential. Such information shall not be disclosed at any time except to the extent required by a court or other tribunal having jurisdiction or pursuant to rules and regulations of a governmental body. Notwithstanding the foregoing, the parties acknowledge that in certain situations, such as where a license contains a favored nations provision, the information contained in the license may have to be divulged.

17. ADMINISTRATIVE SHARE

This License pertains to Owner's Administrative Share of the Composition(s) only. If Owner controls less than one hundred percent (100%) of the Administrative Share, Licensee must obtain a license from each and every owner of an interest in the Composition for all of the uses authorized herein as a precondition to the exercise of any rights granted in this license.

It is a condition of the grant of this License that the Composition is not used in conjunction with any visuals of any motion picture, television series or other production in which the Composition was used as a cue and/or soundtrack composition without the written approval from the owner or licensor of the applicable production or

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property, nor shall the Composition be used with any images substantially similar to such production or which uses or portrays any of the principal characters or key locations of that production without the written approval from such owner or licensor of the applicable production. In the event that Licensee uses or authorizes such use of the production without the written license of the owner or licensor of the production, then Owner will be permitted to terminate this License upon giving written notice to Licensee without repayment of any monies paid under this License or other liability to the Licensee. Licensee must provide Owner with a copy of any such written approval(s).

Please sign below if this License meets with your approval.

REDACTED

"OWNER"

By: Kent J. Klavens, Esq.
Title: VP, Legal & Business Affairs

REDACTED 040303

REDACTED- Schedule A
(as of 08/08/03)

.itle	Famous Writers	Publishing	Famous Admin.	Fixing Fee
4,3,2,1	Noble	Funky Noble Productions, Famous Music Corp. - ASCAP	6.67%	
6 Feet Underground	Lorenzo	DJ Irv Publ., Ensign Music Corp. - BMI	25%	
An American Family	Corbin	Bob Corbin Music, Famous Music Corp. - ASCAP	100%	
Angel In Disguise	Jerkins III	Fred Jerkins Publ., Ensign Music Corp. - BMI	5%	
Axel F	Faltermeyer	Famous Music Corp. - ASCAP	100%	
Back In Town	O'Neal	Famous Music Corp. - ASCAP	100%	
Drug Ballad (Clean)	Bass, Bass, Mathers	Eight Mile Style Music, Ensign Music Corp. - BMI	100%	
Bed Of Roses	Benson, Gillette	Rex To Riches Music, Ensign Music Corp. - BMI	100%	
Betty Boop	Green, Hayman	Famous Music Corp. - ASCAP	100%	
Bitch Please II	Mathers	Eight Mile Style Music, Ensign Music Corp. - BMI	16.68%	
Boy Is Mine, The	Jerkins III	Fred Jerkins Publ., Ensign Music Corp. - BMI	8%	
Brady Bunch, The	Devol, Schwartz.	Addax Music Co., Inc., Famous Music Corp. - ASCAP	100%	
Can I Get A . . .	Lorenzo, Mays	DJ Irv Publ., 6 Mo Shots Music, Ensign Music Corp. - BMI	50%	
Case Of The Ex	Stewart	Mo Better Grooves Music, Tunes On The Verge Of Insanity, Famous Music Corp. - ASCAP	50%	
Come Back In One Piece	Lorenzo, Mays	DJ Irv Publ., 6 Mo Shots Music, Ensign Music Corp. - BMI	10%	
Cult Of Personality	Calhoun, Glover, Reid, Skillings	Dare To Dream Music, Teenage Dog Music, Darkology Music, Famous Music Corp. - ASCAP	100%	
Da Goodness	Ellington, Noble	Funky Noble Productions, Famous Music Corp.; Duke Ellington Music - ASCAP	61.1%	
Da Rockwilder	Noble	Funky Noble Productions, Famous Music Corp. - ASCAP	12.5%	
Damn (Should've Treated You Right)	Jerkins III	Fred Jerkins Publ., Ensign Music Corp. - BMI	10%	
Danger Zone	n/a	Famous Music Corp. - ASCAP	25%	
Daydreamin'	Jerkins III	Fred Jerkins Publ., Ensign Music Corp. - BMI	5%	
Do You	Lorenzo, Ogletree	DJ Irv Publ., L.E.D Mob Music, Ensign Music Corp. - BMI	20%	

REDACTED - Schedule A
(as of 08/08/03)

⁻o You Feel Me? (...Freak ou)	Jerkins III	Fred Jerkins Publ., Ensign Music Corp. - BMI	50%	
End Of The Road	n/a	Ensign Music Corp. - BMI	25%	
Eye Of The Tiger	Sullivan	Three Wise Boys Music LLC, Ensign Music Corp. - BMI	50%	
Footloose	Pitchford	Ensign Music Corp. - BMI	100%	
Gimme Some More	Hermann	Ensign Music Corp. - BMI	60%	
Give You My Heart	n/a	Ensign Music Corp. - BMI	50%	
Glamour Boys	Reid	Dare To Dream Music, Famous Music Corp. - ASCAP	100%	
Godfather II	Rota	Famous Music Corp. - ASCAP	100%	
Godfather Waltz	Rota	Famous Music Corp. - ASCAP	100%	
Guilty Conscience	Mathers	Eight Mile Style Music, Ensign Music Corp. - BMI	25%	
Hey Mr. DJ	Bahr, Neufville	Flavor Unit Records, Inc., 9th Town Music, Inc., Famous Music Corp. - ASCAP	84%	
Holding Out For A Hero	Pitchford, Steinman	Ensign Music Corp. - BMI	100%	
How Deep Is Your Love	Noble	Funky Noble Prod., Famous Music Corp. - ASCAP	10%	
Hyperballad	Gudmundsdottir	Bjork Gudmundsdottir Publ., Famous Music Corp. - ASCAP	100%	
Cry	Lorenzo, Mays	DJ Irv Publishing, 6 Mo Shots Music, Ensign Music Corp. - BMI	20%	
I Remember	Morris, Morris, Stockman	Vanderpool Publ., Aynaw Publ., Shawn Patrick Publ., Ensign Music Corp. - BMI	49.99%	
I'll Bee Dat	Noble	Funky Noble Prod., Famous Music Corp. - ASCAP	42.5%	
If You Had My Love	Jerkins III	Fred Jerkins Publ., Ensign Music Corp. - BMI	12%	
Incomplete	Jordan	Montell Jordan Music, Famous Music Corp. - ASCAP	40%	
Is This Love	Sullivan	Three Wise Boys Music LLC, Ensign Music Corp. - BMI	45%	
It Wasn't Me	Stewart	Mo Better Grooves Music, Tunes On The Verge Of Insanity, Famous Music Corp. - ASCAP	35%	
Left and Right	Noble	Funky Noble Prod., Famous Music Corp. - ASCAP	10%	
Let's Get High	Mathers	Eight Mile Style Music, Ensign Music Corp. - BMI	11%	
Let's Hear it For the Boy	Pitchford, Snow	Ensign Music Corp. - BMI	100%	
Love Shoulda Brought You Home	n/a	Ensign Music Corp. - BMI	25%	
Mission Impossible	Schifrin	Bruin Music Co. - BMI	100%	

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Mork And Mindy	Botkin, Jr.	Addax Music Co., Inc. - ASCAP	100%	
Mouth	Rossdale	Mad Dog Winston Music Ltd., Ensign Music Corp. - BMI	100%	
My Heart Will Go On	Horner	Famous Music Corp. - ASCAP; Ensign Music Corp. - BMI	31.25%	
Naked Gun From the Files	Newborn	Famous Music Corp. - ASCAP	100%	
Nobody Else	Carter, Job, Sayles, Scott	Harrindur Publishing Co., Joe Public Music, Ensign Music Corp. - BMI	75%	
The Odd Couple	Hefti	Famous Music Corp. - ASCAP	50%	
One Sweet Day	McCary, Morris, Morris, Stockman	Black Panther Publishing Co., Vanderpool Publ., Aynaw Publ., Shawn Patrick Publ., Ensign Music Corp. - BMI	25%	
Only The Strong Survive	Butler, Gamble, Huff	Downstairs Music Co., Ensign Music Corp. - BMI	100%	
Pass You By	McCary, Morris, Morris, Stockman	Black Panther Publishing Co., Vanderpool Publ., Aynaw Publ., Shawn Patrick Publ., Ensign Music Corp. - BMI	100%	
Pov City Anthem	Crocker, Green, Lorenzo	Mr. Fingaz Music, Blunts, Guns and Funds Music, Famous Music Corp. - ASCAP; DJ Irv Publ., Ensign Music Corp. - BMI	100%	
Psycho (Prelude)	Herrmann	Ensign Music Corp. - BMI	100%	
Purple Pills	Mathers	Eight Mile Style Music, Ensign Music Corp. - BMI	40.84%	
Put It On Me	Crocker, Lorenzo, Walcott	Blunts, Guns and Funds Music, Tru Stylze Music, Famous Music Corp. - ASCAP; DJ Irv Publ., Ensign Music Corp. - BMI	60%	
Quad City Funk	Browne, Smith	Roaring Fork Music, Thomas Browne Publ., Ensign Music Corp. - BMI	75%	
Rock the Party (Off The Hook)	Bernardo, Sandoval, Daniels, Curiel	Souljah Music, Famous Music Corp. - ASCAP	100%	
Say My Name	Jerkins III	Fred Jerkins Publ., Ensign Music Corp. - BMI	15%	
Scenario	Higgins, Smith, Jackson	East Coast Stomp Music, T'Ziah's Music, Jelly-Tea Marijuana Music, Ensign Music Corp. - BMI	30%	
School of Hard Knocks	Bernardo, Sandoval, Daniels, Curiel	Souljah Music, Famous Music Corp. - ASCAP	100%	

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Soul To Squeeze	n/a	Ensign Music Corp. - BMI	50%	
Stan	Mathers	Eight Mile Style Music, Ensign Music Corp. - BMI	50%	
Star Trek TV Series	Courage, Roddenberry	Bruin Music Co. - BMI	100%	
Star Trek: The Motion Picture	Goldsmith	Ensign Music Corp. - BMI	100%	
Star Trek: The Next Generation	Courage, Goldsmith, Roddenberry	Ensign Music Corp., Bruin Music Co. - BMI	100%	
Star Trek II (The Wrath of Kahn)	Courage, Horner	Famous Music Corp. - ASCAP; Ensign Music Corp. - BMI	100%	
Star Trek III (The Search For Spock)	Horner	Famous Music Corp. - ASCAP	100%	
Star Trek IV (The Voyage Home)	Rosenman	Famous Music Corp. - ASCAP	100%	
Sumpin' New	Browne, Bunch, Smith	Roaring Fork Music, Thomas Browne Publ., Ensign Music Corp. - BMI	50%	
Swallowed	Rossdale	Mad Dog Winston Music Ltd., Ensign Music Corp. - BMI	100%	
Sweetest Days, The	Galdston	Kazzoom Music/Sony Music Publ., Famous Music Corp. - ASCAP	33.34%	
Take A Look Around	Durst, Schifrin	Famous Music Corp. - ASCAP; Bruin Music Co. - BMI	100%	
Thank You	McCary, Morris, Morris, Stockman	Black Panther Publishing Co., Vanderpool Publ., Aynaw Publ., Shawn Patrick Publ., Ensign Music Corp. - BMI	70%	
That's The Way Of The World	Stepney	Eibur Music, Ensign Music Corp. - BMI	33.34%	
Time's Up	Reid, Calhoun, Glover, Skillings	Dare To Dream Music, Teenage Dog Music, Darkology Music, Famous Music Corp. - ASCAP	87.5%	
Untouchables, The	Morricone	Famous Music Corp. - ASCAP	100%	
Vibin'	Morris, Morris, Stockman	Vanderpool Publ., Aynaw Publ., Shawn Patrick Publ., Ensign Music Corp. - BMI	50%	
Way I Am, The	Mathers	Eight Mile Style Music, Ensign Music Corp. - BMI	100%	
Way You Love Me, The	Dulaney	Coyote House Music, Airstream Dreams Music, Famous Music Corp. - ASCAP	50%	
What's My Name	Lorenzo	DJ Irv Publ., Ensign Music Corp. - BMI	25%	
Where Everybody Knows our Name	Hart, Portnoy	Addax Music Co. - ASCAP	100%	

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(as of 08/08/03)

O.U	Noble	Funky Noble Prod., Famous Music Corp. - ASCAP	25%	
You All Dat	Coppola, Mangini	Ash Belle Music, Famous Music Corp. - ASCAP; Tsanoddnos Music, Ensign Music Corp. - BMI	16%	
You're The One That I Want	Farrar	John Farrar Music, Stigwood Prod., Ensign Music Corp. - BMI	100%	
Zoom	Riley, Williams, Wynn	Ujaama Music, Smokin' Sounds Music, Famous Music Corp. - ASCAP; Detaj Music, Ensign Music Corp. - BMI	11.36%	
I Know What You Want	Fisher, Jones, Lewis, McNair, Smith, Thomas	Starbush Publishing, Ensign Music Corp. - BMI	15%	$ 3.75
Thugz Mansion	Aurelius, Hamilton, Jackson, Shakur	ISJ Music, Famous Music Corp. - ASCAP	25%	$ 6.25
			Total for new additions	$ 10.00

EXHIBIT CO 0125

#0000981

Executed Copy

Ring Tone License

Date: November 20, 2002

Owner: FAMOUS MUSIC CORPORATION
(on behalf of itself and the publishers it represents from the list of Compositions found on Schedule A)
10635 Santa Monica Blvd., Suite 300
Los Angeles, CA 90025
Tel: 310/441-1335 * Fax: 310/441-9094

Licensee:

REDACTED

Compositions: See Schedule A

Controlled Share: See Schedule A

Writer(s): See Schedule A

Copyright Notice: See Schedule A

Licensed Product: Mobile phone downloadable ring tones embodying the Compositions. All ringtone uses will not exceed 30 seconds (:30), and will not include lyrics nor synchronized images of any sort.

Ring tones shall be playable only on the mobile phone they were ordered from, and via streaming from Licensee's ringtone website (but only when selected by the consumer and only for the purpose of assisting the consumer in selecting a ringtone for their phone).

Licensed Territory: United States only

Term of Agreement: The term shall be for one year, commencing on the date hereof (the "Term"). There shall be no so-called "sell-off" period. At the end of the Term (whether by expiration or other termination), all of Licensee's rights terminate, Licensee shall delete the Licensed Product from its website, and Licensee shall destroy all copies of the Licensed Product. If Licensee and Owner wish to extend the term of this license via an amendment or enter into a new agreement, Licensee shall not have to destroy all copies of the Licensed Product until the new term is over, provided that such an amendment or new agreement is executed no later than one (1) month after the Term of this license expires.

Exclusivity: None

Advance/Fees: REDACTED advance against royalties
This advance is due by November 29, 2002.

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Licensee shall also pay Owner a one-time fixing fee of REDACTED per Composition (reduced to the extent that Owner does not administer 100% of a Composition) for the initial copy of each Composition that Licensee uploads to its server. Each upload, download, or any other transmission shall contain no more than one (1) Composition. Such fixing fees shall not be recoupable against the advance (and shall be paid in addition to the advance). These fixing fees are due by November 29, 2002.

Additionally, Licensee shall account to Owner, by November 29, 2002, for all ringtones sold prior to November 1, 2002. Such ringtones are found on Schedule B attached hereto. Such amounts shall not be recoupable against the advance (and shall be paid in addition to the advance).

Royalty: Licensee shall pay to Owner a license fee per Composition equal to the greater of REDACTED for each download/transmission (reduced to the extent that Owner does not administer 100% of a Composition), REDACTED the selling price of each ringtone (reduced to the extent that Owner does not administer 100% of a Composition), or REDACTED of the gross revenues generated (prorated) from the ring tone website. Gross revenues include payment of any kind received by Licensee from advertising found on the ringtone website.

Notwithstanding the foregoing, Licensee shall pay to Owner a license fee equal to REDACTED for all ringtones sold prior to November 1, 2002.

These royalty rates shall not set a precedent between Owner and Licensee for any future license agreements. If the downloads are ruled to be digital downloads subject to statutory digital download rates and such statutory digital download rates are higher than this agreement's royalty rate, the statutory download rates will apply to this agreement on the effective statutory rate date, if such date falls during the Term.

Favored Nations: In the event Licensee agrees to compensation or consideration in excess of the compensation or consideration to be paid to Owner hereunder, then effective as of the date of such agreement with any such licensor, Licensee shall immediately pay to Owner the amount equal to such compensation, and this license shall be deemed amended effective as of the date of such agreement with any such licensor, to include such more favorable provision. Upon request, Licensee shall provide Owner with copies of all such third party agreements.

1. ASSIGNABILITY

Owner may assign this license 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, Owner or which is in partnership with Owner and/or to any parent, affiliated or subsidiary company or corporation, or to any person or entity owning, or acquiring, all of a substantial part of Owner's stock and/or assets or which whom Owner may merge or be merged. Licensee may assign this license and any of its rights and obligations hereunder in whole or in party to any person or entity which controls, which is controlled by, or which is under common control with Licensee or to a person or entity owning, or acquiring all of a substantial part of Licensee's stock and/or assets or which whom Licensee may merge or be merged. Any assignment by Licensee shall not relieve Licensee of its responsibilities hereunder.

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2. SAMPLES

Upon request, Licensee shall deliver to Owner audio samples of the Compositions for the Owner's review and approval. Licensee shall also enable Owner freely and without charge or expense to download ring tones embodying Owner's Compositions.

3. RIGHTS AND OBLIGATIONS

(a) Subject to the terms, conditions and limitations herein set forth, to the complete execution of this license, and to the payment of the applicable royalties for the rights granted herein, Owner hereby grants to Licensee the following non-exclusive, limited rights:

(i) To arrange and record, at Licensee's sole expense, up to thirty seconds (:30) of each Composition for use solely in connection with the creation of ringtones for mobile telephones/wireless devices. A "ringtone" shall be defined as a monophonic or polyphonic, midi-file or similar format version of a Composition, which announces an incoming telephone call on a mobile telephone or wireless communications device.

(ii) To sell downloads of the ringtones by means of digital transmission or other electronic delivery on and through Licensee's website or through Licensee's proprietary internet server on third party websites distributing ringtones, provided that the ringtones are served directly, and only, through the server and no ringtone shall be permanently stored or archived or offered for sale directly from said third party websites without being served from and through the server, by which a consumer can download a copy of the ringtone such that the ringtone may be embedded in their mobile telephone/wireless communications device.

(iii) To perform up to thirty seconds (:30) of the ringtone of each Composition in a "streamed" digital audio transmission from Licensee's website for demonstration purposes only.

(b) The Compositions shall not be offered or provided to consumers for uses other than as ring tones for mobile telephones/wireless communications devices.

(c) Any arrangements which Licensee shall cause to be made of the Composition shall be made at Licensee's own expense and shall be created only as the result of employment-for-hire, and such arrangement shall be a "work made for hire" as such term is used in the United States Copyright Law, and all copyrights therein and all renewals, extensions and reversions thereof throughout the world shall be owned by Company, subject to Licensee's use under this agreement. Arrangers shall not be entitled to authorship credit or status as a collaborator or any remuneration by way of royalty or otherwise from the authors of such Composition or from Owner or any of Owner's designated agents or from any society representing composer/publisher interests.

(d) Owner hereby reserves unto itself all rights of every kind and nature, now or hereafter known, except those expressly granted to Licensee herein. For example, this agreement does not convey to Licensee any right to:

(i) make any change to the basic melody of the music of the Composition;

(ii) use the lyrics of any Composition;

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(iii) synchronize any Composition with any audio-visual sales message or marketing material (it being understood that during the ringing of the ringtone, the wireless device/mobile telephone may light up or otherwise notify the user of the incoming call);

(iv) authorize the creation of a recording which deliberately imitates the featured and commercially exploited vocal performance by an artist of a Composition;

(v) manufacture, sell or distribute audio phonorecords (other than ringtones) of the Composition(s);

(vi) utilize a sound recording and/or audiovisual master(s) not owned or separately licensed by Licensee (ie, this is not a master use license);

(vii) utilize the Composition(s) or any part thereof for advertising Licensee or promotional purposes in any form whatsoever; provided, however, that Licensee shall have the right to highlight or otherwise call attention to Licensor's Compositions on Licensee's website in a manner which would not be construed as advertising Licensor, Licensor's services or any other third party;

(viii) use of the names or likenesses of the writers or performers of any of the Compositions (any such use is prohibited, except writer credits) – however, Licensee may seek approval for the use of names/likenesses from the appropriate third party(ies);

(ix) publicly perform the Compositions – it is imperative that Licensee obtain the necessary performing rights licenses either from Owner via a separate agreement, or from Owner's duly authorized performing rights society(ies) or organization(s) in the Territory (i.e., ASCAP and/or BMI);

(x) use the story of the Composition; or

(xi) make any other use of the Composition not specifically and expressly authorized herein.

(e) No Composition shall be used in any manner which could be considered in bad taste or in an offensive manner. Licensee shall not use the Compositions in any manner which brings Owner, any of the composers of the Compositions, or any co-publisher into public disrepute or which reflects adversely on the Compositions.

(f) Licensee shall remove a ringtone of a Composition from Licensee's website within seven (7) business days from receipt of Owner's written notice requesting such removal, if such request is due to any type of legal issue relating to the Composition, or a request from the composer (or representative of a composer),owner and/or co-publisher of a Composition.

4. TERRITORY

The Licensed Product may only be sold within the Licensed Territory. The Licensed Product shall not be downloadable into countries outside of the Licensed Territory unless subject to a separate license from a local copyright society.

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5. ACCOUNTING

(a) The Licensee shall keep true and accurate books and records with respect to all transactions pursuant to this license, in accordance with generally accepted accounting principles. Licensee must provide Owner with detailed accounting statements including the titles of all downloaded Compositions, the number of downloads per Composition, and the territory (if applicable) where the downloads took place. If any use of Compositions occurred prior to the Term, then Licensee must pay Owner for such uses.

(b) The Licensee shall deliver the accounting statements to the Owner (to the attention of VP Finance, The Famous Music Publishing Companies, 10635 Santa Monica Blvd., Suite #300, Los Angeles, CA 90025) within forty-five (45) days after the end of each calendar quarter during the Term, regardless of whether or not any of Owner's Compositions were downloaded during such period. Such accounting statement shall be accompanied by full payment of any amount shown to be due to the Owner thereon. Checks should be made payable to: Famous Music Corporation, tax ID# 13-0692800.

(c) Without limiting Owner's rights and remedies hereunder, at law or in equity, (i) past-due payments are subject to and to be accompanied by payment of interest thereon at the prime rate found in the Wall Street Journal (or a comparable source) on the due date plus two percent (2%) compounded daily from the date(s) upon which each such payment(s) first became due until the date(s) upon which each such payment(s) is remitted to Owner and (ii) Licensee shall reimburse Owner, within forty five (45) days from receipt of its invoice, for Owner's reasonable attorney's fees and costs arising out of the occurrence of any default event, including, without limitation, any failure by Licensee to timely render statements and account to Owner with respect to royalties which accrue to Owner in connection with Licensee's exploitation of its rights pursuant to the applicable provisions hereof.

6. AUDITS

The Owner shall have the right from time to time but not more than once per calendar year, upon at least ten (10) business days' prior written notice to the Licensee, to examine and audit the Licensee's books and records relative to this agreement, and to make copies or extracts of relevant portions therefrom. Licensee shall cooperate with Owner's representative(s) to assist them in understanding all such material. Each statement (and the related accounting period) shall be available for examination and audit for three (3) years after such statement is received by the Owner. Thereafter, the statement will be deemed final and binding. The examination and audit shall take place during normal business hours at the Licensee's address as set forth above, or a such other address at which the Licensee's books and records are then regularly kept. Such examination and audit shall be at the Owner's expense, provided, however, that in the event that any such examination and audit reveals an underpayment of ten percent (10%) or more for the period(s) audited, the Licensee shall pay the cost of such examination and audit. In the event that an audit by Licensor discloses an underpayment in royalties due Licensor, Licensee shall promptly pay Licensor such discrepancy which is to be accompanied by payment of interest thereon at the prime rate found in the Wall Street Journal (or a comparable source) on the due date plus two percent (2%) compounded daily from the date(s) upon which each such payment(s) first became due until the date(s) upon which each such payment(s) is remitted to Owner.

7. ADVERTISING

It is a condition of this license that neither the music nor the lyrics of any Composition are to be used in any advertisements, commercials or in printed form without the prior written consent of the Owner, other than as specifically provided for herein. Compositions shall not be isolated or positioned in a way that can be construed as advertising or promoting any product or service. Links to buy CDs and information regarding the artist/label shall not be considered prohibited uses.

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8. CREDIT

It is also a condition of this license that the copyright notice for each Composition be displayed on Licensee's website. Inadvertent failure by Licensee to post such notice shall not be considered a breach of this agreement if Licensee cures such failure within three (3) business days of receipt of written notice from Owner. Copyright information is found on Schedule A. You should contact our co-publishers to obtain their publishing credit information (e.g., co-publishers not controlled by Owner).

9. TERMINATION

The timely rendition of accounting statements, and the timely payment of any amount(s) due or to become due hereunder (whether by way of fixed payments or by reason of sales of the Licensed Product), is of the essence of this agreement. Any failure on the part of the Licensee to render accounting statements and/or to make payment when due, or any other breach of this license not cured by the Licensee within thirty (30) days following receipt of written notice from the Owner, shall constitute cause for termination of the Term of this license by the Owner. In the event of such termination, Owner shall have the right to exercise all of its rights and remedies, including but not limited to the right to bring an action for copyright infringement under the U.S. Copyright Act.

10. WARRANTIES/INDEMNIFICATIONS

(a) Each party warrants and represents to the other that it has the full right, power, and authority to enter into and to fully perform this agreement and, in the case of the Owner, to grant the rights granted to the Licensee hereunder. Each party agrees to indemnify, save and hold harmless the other party from all damages, liabilities, costs, losses or expenses arising out of or connected with any claim, demand, action or proceeding by a third party which is inconsistent with any of the warranties and representations made, and which is either: (i) fully adjudicated adverse to the indemnitor by a court, arbitrator or other forum of competent jurisdiction; or (ii) settled with the indemnitor's consent. Owner's liability to Licensee in any matter respecting the Composition shall in no event exceed the sums paid to Owner. Licensee warrants and represents that it shall acquire all rights necessary to operate a ringtone business. Licensee also warrants and represents that it shall obtain or secure (and maintain during the Term) all necessary and required licenses/clearances concerning the portions of Compositions not controlled by Publisher. Publisher's controlling percentages are listed on Schedule A.

(b) Each party shall notify the other party promptly of any claim, action or proceeding to which the foregoing indemnity relates, and the notified party shall have the right to participate in the defense thereof by counsel of its choice, at its sole cost and expense. However, in the event that any claim is made that the Composition infringes any other musical work (or any other third party right), the Owner shall have the right and obligation to assume control of the defense of such claim (and any related action or proceeding). Licensee shall have the right to assume control of all claims related to the Licensed Product.

11. JURISDICTION/LEGAL FEES

This agreement has been entered into in, and is to be interpreted in accordance with the laws of, the State of California. This license constitutes the entire agreement between the parties, superseding any and all prior oral and/or written agreements, and may not be altered or amended except by a further written agreement signed by both parties. Any and all disputes with respect to the interpretation and/or enforcement of this license shall be resolved in the Federal or State Courts situated in Los Angeles County, and both parties hereby submit to the jurisdiction of such Courts for such purpose. In any litigation between the parties, the prevailing party shall be entitled to recover its reasonable outside attorneys' fees and court costs.

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12. NOTICES

(a) Any notice required or permitted to be given pursuant to this agreement shall be given by registered or certified mail (return receipt requested), or by delivery under circumstances permitting delivery to be verified (e.g., Federal Express) to the parties at their respective addresses set forth above, or to such address as a party may hereafter designate by notice in like manner. Royalty statements and notices of change of address may be sent by regular mail and shall be deemed received when actually received.

(b) All notices to the Owner shall be directed to the attention of the Vice President, Legal & Business Affairs, with a courtesy copy by ordinary mail to Sr. Vice President, Finance & Administration, 1633 Broadway, 11th Floor, New York, NY 10019. Notices to Licensee shall be directed to:

_____.

13. NO PARTNERSHIP

Nothing herein shall create, expressly or implied, a partnership, joint venture or other association between the parties.

14. ENTIRE AGREEMENT

This agreement is the entire agreement between Owner and Licensee with respect to the subject matter hereof. This agreement may be amended only by a written instrument executed by both parties. A waiver by any party of any term or condition of this agreement must be in writing and shall not in any instance be deemed or construed as a waiver of such term or condition for the future, or any subsequent breach thereof. If any part of this license is determined to be invalid or unenforceable by a court of competent jurisdiction or by any other body having the necessary authority, the remainder of this license shall remain in full force and effect provided that the part invalidated or deemed unenforceable is not essential.

15. PARAGRAPH HEADINGS

Paragraph headings contained in this License are for convenience only and shall not be considered for any purpose in governing, limiting, modifying, construing or effecting the provisions of this License and shall not otherwise be given any legal effect.

16. CONFIDENTIALITY

Licensee and Owner agree that all information contained in this license and /or acquired in the course of business shall be kept confidential. Such information shall not be disclosed at any time except to the extent required by a court or other tribunal having jurisdiction or pursuant to rules and regulations of a governmental body. Notwithstanding the foregoing, the parties acknowledge that in certain situations, such as where a license contains a favored nations provision, the information contained in the license may have to be divulged.

It is a condition of the grant of this License that the Composition is not used with any visuals of any motion picture, television series or other production in which the Composition was used as a cue and/or soundtrack composition without the written approval from the owner or licensor of the applicable production or property, nor shall the Composition be used with any images substantially similar to such production or which uses or portrays any of the principal characters or key locations of that production without the written approval from such owner or licensor of the applicable production. In the event that Licensee uses or authorizes such use of the production without the written license of the owner or licensor of the production, then Owner will be permitted to terminate

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this License upon giving written notice to Licensee without repayment of any monies paid under this License or other liability to the Licensee. Licensee must provide Owner with a copy of any such written approval.

Please sign below if this License meets with your approval.

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"OWNER"

By: Kent J. Klavens, Esq.
Title: VP, Legal & Business Affairs

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EXHIBIT CO 0126

EXHIBITS CO 0126– CO 0150

INTENTIONALLY OMITTED